

**BOARD APPROVED
JUNE 14, 2023**

**Cindy Ream
Corporate Secretary**

PROGRAM TRANSFER AGREEMENT

by and between

THE TRUSTEES OF INDIANA UNIVERSITY
("IU")

and

THE TRUSTEES OF PURDUE UNIVERSITY
("Purdue")

Dated: June 14, 2023

PROGRAM TRANSFER AGREEMENT

THIS PROGRAM TRANSFER AGREEMENT (the “Agreement”), dated as of the 14th day of June, 2023, is entered into by and between THE TRUSTEES OF INDIANA UNIVERSITY (“IU”) and THE TRUSTEES OF PURDUE UNIVERSITY (“Purdue” and, with IU, collectively the “Parties” or the “Universities,” and each individually a “Party” or a “University”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the MOU (as defined below).

WITNESSETH:

WHEREAS, on December 1, 1970, IU and Purdue entered into an agreement for the operation of a shared campus in the state’s capital under the name *Indiana University – Purdue University at Indianapolis* (the “Original Agreement”), which was done pursuant to a directive from the General Assembly to “work toward the unification of the IUPUI Campuses of these two universities,” resulting in what has become commonly known as “IUPUI”; and

WHEREAS, pursuant to the Original Agreement, IU was designated as the responsible institution with power, authority and responsibility for managing and operating IUPUI for the benefit of IU and Purdue, and the Parties were assigned specific academic, research and public service missions—it being the expectation that the parties could modify their initial mission assignments from time to time; and

WHEREAS, after fifty years of operating under the Original Agreement, and with the encouragement of key government, civic and industry constituencies, the Parties have determined that now is the time to explore improvement opportunities for operating and collaborating in Indianapolis under a new model for the more effective advancement of their respective missions and the greater benefit of their mutual stakeholders; and

WHEREAS, being mindful of the expected benefits of a plan for the realignment of IUPUI, the Parties entered into a Memorandum of Understanding dated August 12, 2022 (the “MOU”), a copy of which is attached hereto as Exhibit 1, and which, among other things: (i) provided a framework for the general parameters of such a realignment plan, (ii) identified potential areas for new strategic collaboration under a new model that would involve the transformation of IUPUI into two distinct academic organizations, and (iii) described the principles and anticipated key terms of one or more definitive agreements that would, when entered into, govern and implement the realignment plan and supersede the Original Agreement going forward; and

WHEREAS, the Parties wish to memorialize their mutual understanding with respect to the actions necessary to give effect to the realignment plan contemplated by the MOU and the process by which the parties will cooperate with each other during a one-year transition period from July 1, 2023 through June 30, 2024 (the “Transition Year”) to give effect to such actions; and

WHEREAS, contemporaneously with this Agreement, the Parties are simultaneously executing certain ancillary agreements attached hereto as Appendices A through E (the “Ancillary Agreements”), with each having the effective date set forth therein;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed between the Parties as follows:

ARTICLE I
EFFECTIVE DATE; PURPOSE

- A. EFFECTIVE DATE OF AGREEMENT.** This Agreement shall be effective as of the first date written above. Certain provisions of this Agreement will be fully performed on or before the Realignment Effective Date of July 1, 2024 (“Realignment Effective Date”), whereas other provisions will continue until they are fully performed in accordance with their terms or until the Parties mutually agree to terminate this Agreement.
- B. PURPOSE.** This Agreement sets forth the process contemplated by the MOU by which the Parties will (i) cooperate with each other during the Transition Year, and (ii) effectuate the mutual transfer of the IU Realigned Academic Units and the Purdue Realigned Academic Units to each other as of the Realignment Effective Date. Thereafter, the Universities’ respective operations at the campus formerly occupied by IUPUI before the Realignment Effective Date (the “IUPUI Campus”) will be subject to the terms and provisions of this Agreement (as applicable) and the Ancillary Agreements.

ARTICLE II
TRANSFER AND CONTROL OF PROGRAMS

- A. TRANSFER OF PROGRAMS.** On the Realignment Effective Date, and without the need for any additional instruments of conveyance:
1. (a) Purdue shall transfer to IU, and IU shall assume, all responsibility for the School of Science at IUPUI (other than the Department of Computer Science), as well as the Music and Arts Technology department and related programs currently operated by IU within the Purdue School of Engineering and Technology at IUPUI, and (b) IU will retain all other schools, departments and programs at IUPUI aside from those described in Section A.2 below (collectively, the “IU Realigned Academic Units”), and the Parties shall take such other actions as are necessary to put IU in control of the IU Realigned Academic Units, as more particularly set forth in Section B of this Article II.
 2. (a) IU shall transfer to Purdue, and Purdue shall assume, all responsibility for, the Department of Computer Science at IUPUI, and (b) IU shall transfer to Purdue the departments and programs covered by the School of Engineering and Technology at IUPUI and residing in mission areas historically assigned to Purdue (other than the Music and Arts Technology department and programs assumed by IU as described in Section A.1(a) above) (collectively, the “Purdue Realigned Academic Units” and, with the IU Realigned Academic Units, together the “Realigned Academic Units”), and the Parties shall take such other actions as are necessary to put Purdue in control of the Purdue Realigned Academic Units, as more particularly set forth in Section C of this Article II.
 3. Notwithstanding anything in this Agreement, in any Ancillary Agreement, or in the MOU to the contrary, including the assignment to the two Parties of their respective Realigned

Academic Units as described above, each Party may, commencing July 1, 2024, and subject to any required approvals of the Indiana Commission for Higher Education, develop, offer, and provide any courses, degrees and academic, research or public service programs that it desires to pursue on its respective Indianapolis Campus (as hereinafter defined), regardless of whether such course, degree or program falls within an IU Realigned Academic Unit or a Purdue Realigned Academic Unit. The Curriculum Agreement, as amended from time to time, provides additional detail concerning the Parties' understanding with respect to the offering of general education classes, courses, and programs to Purdue students at the Indianapolis Campus.

- B. CONTROL OF IU REALIGNED ACADEMIC UNITS.** From and after the Realignment Effective Date, IU shall, with respect to the IU Realigned Academic Units: (i) have full control and responsibility for all academic aspects, including, but not limited to, the selection, admission and assignment of students, curriculum development and evaluation, accreditation, faculty appointments and program administration, (ii) award all credit and degree programs (associate, baccalaureate and/or graduate) in the academic mission fields, and (iii) exercise responsibility for implementing and maintaining organizational structures and leadership appointments for academic units, including the dean or director of a school, college or division.
- C. CONTROL OF PURDUE REALIGNED ACADEMIC UNITS.** From and after the Realignment Effective Date, Purdue shall, with respect to the Purdue Realigned Academic Units: (i) have full control and responsibility for all academic aspects, including, but not limited to, the selection, admission and assignment of students, curriculum development and evaluation, accreditation, faculty appointments and program administration, (ii) award all credit and degree programs (associate, baccalaureate and/or graduate) in the academic mission fields, and (iii) exercise responsibility for implementing and maintaining organizational structures and leadership appointments for academic units, including the dean or director of a school, college or division.
- D. SERVICE COURSES.** Effective on the Realignment Effective Date, and as more particularly set forth in the Curriculum Agreement, IU will offer and provide to Purdue students at either the IU-Indianapolis Campus or the Purdue-Indianapolis Campus certain Service Courses.
- E. SEPARATE ACADEMIC ORGANIZATIONS; NAMING MATTERS.** Effective on the Realignment Effective Date, and as a result of the program transfers and other actions contemplated by this Agreement and the Ancillary Agreements:
1. IUPUI shall be transformed into two distinct academic organizations, and the following will occur: (a) the portion of the IUPUI Campus and facilities to be used for the Purdue Realigned Academic Units as identified in the Ground Lease and the Lease (the "Purdue-Indianapolis Campus") will be designated to reflect the name adopted by the Purdue Board of Trustees. The remainder of the IUPUI Campus, which will be used for the IU Realigned Academic Units, will be changed to reflect the name adopted by the IU Board of Trustees (referred to herein as the "IU-Indianapolis Campus").

2. Purdue's rights with respect to wayfinding signage and other signage for the Purdue-Indianapolis Campus will be as set forth in the Lease (as defined herein).
3. The name "Indiana University-Purdue University at Indianapolis" or "IUPUI" will cease to be used, except to the extent it continues to be used solely as an historical reference for the IUPUI Campus. In addition, the name "Indiana University-Purdue University Columbus" or "IUPUC", which is a regional campus of and reports to IUPUI, will cease to be used, except to the extent it continues to be used solely as an historical reference.
4. As used herein with respect to each University, the term "Indianapolis Campus" is sometimes used to refer either to the IU-Indianapolis Campus or the Purdue Indianapolis Campus, as the context requires, whereas the term "IUPUI Campus" refers to the entire legacy campus occupied by IUPUI prior to the Realignment Effective Date,

ARTICLE III
TRANSFER OF FACULTY AND NON-FACULTY EMPLOYEES

A. TRANSFERRED FACULTY. Upon the Realignment Effective Date, and subject to Article X, Section A:

1. Purdue will offer employment, effective as of the Realignment Effective Date, to all full-time and part-time academic faculty of IUPUI who are working in a Purdue Realigned Academic Unit as of June 30, 2024 (collectively, the "IU Transferred Faculty"). To the greatest extent practicable, Purdue will offer, honor and provide the same faculty appointment classification (e.g., clinical, research, tenured or tenure-track), academic rank designation, current tenure probationary period credit, and tenure and promotion status of each IU Transferred Faculty as of the Realignment Effective Date; provided, however, that the tenure home of any tenure or tenure-track IU Transferred Faculty member will be determined by Purdue in its sole discretion. In addition, effective as of the Realignment Effective Date, Purdue will offer and provide to each IU Transferred Faculty the same salary rate as such IU Transferred Faculty earned at IU as of the end of the Transition Year, or a higher salary rate. Similarly, to the greatest extent practicable subject to plan parameters, benefits offered to the IU Transferred Faculty by Purdue will be the same benefits received by the academic faculty of the IUPUI Campus employed by IU as of the date of this Agreement.
2. Purdue agrees to assume, on the Realignment Effective Date, all rights and obligations of the appointment letter of each tenured IU Transferred Faculty. During the Transition Year, the Parties will execute one or more assignment and assumption agreements to transfer these rights and obligations to Purdue in form and substance mutually satisfactory to the Parties.
3. Upon the Realignment Effective Date, IU will retain in its employment all full-time and part-time academic faculty of IUPUI who are working in an IU Realigned Academic Unit as of June 30, 2024 (collectively, the "IU Retained Faculty").

4. With respect to any faculty who will become IU Transferred Faculty on the Realignment Effective Date, the Parties agree to the following:
 - (a) Any such faculty who were planning, in accordance with relevant IUPUI and school promotion policies, to seek tenure and related promotion during the Transition Year will be permitted to apply for such promotion and will be assessed for such promotion in accordance with the currently applicable IUPUI and school policies, which includes consultation with the Office of the Provost of Purdue West Lafayette.
 - (b) The process and standards for any such faculty who are tenured and who will seek promotion to full professor during the Transition Year will be developed and agreed to by the Parties by August 1, 2023.
 - (c) Any sabbatical leave requests made by any such faculty during the Transition Year, for a sabbatical leave period on or after the Realignment Effective Date, will require Purdue approval.

B. NON-FACULTY EMPLOYEES.

1. Administrative and Clerical Personnel. Purdue will offer employment, effective as of the Realignment Effective Date, to all administrative and clerical staff of IUPUI who are working in a Purdue Realigned Academic Unit as of June 30, 2024 (collectively, the “IU Transferred Staff”), a preliminary list of which has been provided by IU.
2. Administrative and Clerical Personnel Employment Benefits. Purdue will offer, honor and provide substantially similar rank and position to each member of IU Transferred Staff as of the Realignment Effective Date. In addition, effective as of the Realignment Effective Date, Purdue will offer and provide to each IU Transferred Staff member the same salary rate as such IU Transferred Staff member earned at IU as of the end of the Transition Year, or a higher salary rate. IU Transferred Staff will receive service credit for prior employment service to IU. Benefits offered to the IU Transferred Staff by Purdue will be substantially similar to the benefits received by the administrative and clerical personnel staff of the IUPUI Campus employed by IU currently; provided, however, that such benefits will be subject to change at Purdue’s discretion in accordance with generally applicable University and Purdue West Lafayette campus policies.
3. Graduate Students. To the greatest extent practicable, graduate students enrolled in a degree program within a Purdue Realigned Academic Unit as of the Realignment Effective Date who received and accepted an offer of full or partial financial support from IU as a research assistant will be supported by Purdue after the Realignment Effective Date under substantially similar terms and conditions as stated in their offer letter, in each case consistent with Purdue policies. To the greatest extent practicable, graduate students enrolled in a Purdue Realignment Effective Date who received and accepted a fellowship from IU that included an offer of support as a graduate assistant for subsequent years will be supported by Purdue after the Realignment Effective Date under substantially similar conditions as those stated in their offer letter, consistent

with Purdue policies. Notwithstanding the foregoing, Purdue will have the opportunity to evaluate and approve all graduate student assistantship and fellowship offers associated with a Purdue Realigned Academic Unit made during the Transition Year.

C. EMPLOYMENT RECORDS. Both parties agree to work collaboratively during the Transition Year to exchange information and transfer all necessary employment records to effectuate the transition of employment by IU Transferred Faculty and IU Transferred Staff. Without limiting the generality of the foregoing, the Parties shall, consistent with their mutual covenant in Section X.B., exchange such additional information regarding the IU Transferred Faculty and the IU Transferred Staff as is necessary to enable Purdue to plan for the hiring and onboarding of such individuals and otherwise to implement the provisions of this Article III both during the Transition Year and after the Realignment Effective Date.

ARTICLE IV **PROPERTY AND PROGRAM ASSETS**

A. PERSONAL PROPERTY.

1. During the Transition Year, and to the extent not otherwise specified in the Real Estate Lease Agreements and the Research Transition Agreement, the Parties will collaborate in good faith to address: (1) such assignments or transfers to each other of any tangible or intangible property related to the Realigned Academic Units that they mutually deem to be necessary and appropriate to give more complete effect to the IUPUI realignment, and (2) where applicable, the ongoing sharing of tangible and intangible personal property which is used or useful in the work of both Parties' Realigned Academic Units or in their joint projects and collaboration. Purdue shall have the right, but not the obligation, to purchase from IU those capital assets associated with the Purdue Realigned Academic Units at the depreciated value of the asset; provided, however, that equipment purchased with funds obtained under a continuing research grant or agreement transferred to Purdue pursuant to the Research Agreement will be transferred without cost to Purdue.
2. Without limiting the generality of the foregoing, the Parties agree that curricula, courseware, online modules and other instructional copyrightable works, to the extent currently owned by a Party and associated with a Realigned Academic Unit being transferred to the other Party, will be assigned to that other Party receiving such Realigned Academic Unit in the program transfers contemplated by this Agreement.

B. REAL PROPERTY AND IMPROVEMENTS. Contemporaneously with the execution of this Agreement, the Parties are entering into: (1) a ground lease governing the lease by IU to Purdue of the land comprising the portion of the IUPUI Campus that will be used for the Purdue-Indianapolis Campus (the "Ground Lease"); (2) a lease governing the lease by IU to Purdue of certain classroom, lab, and office facilities located on the IUPUI Campus that will be used for the Purdue-Indianapolis Campus (the "Lease"); and (3) a sublease from Purdue to IU governing the retention by IU of the right to use certain land otherwise covered by the Ground Lease, subject to Purdue's conditional rights to redevelop portions of such land (the "Sublease").

- C. ENDOWMENTS AND GIFTS.** The Parties agree to cooperate and use best efforts during the Transition Year to identify and honor donor intent with respect to existing endowments and gift agreements held by either University or their respective foundations, with the understanding that the funds, investments and gift agreements held by either University or their respective foundations will, to the fullest extent practicable, be either (1) transferred to the applicable University (or its respective foundation) responsible for the Realigned Academic Unit most closely associated with the donor's intent by the Realignment Effective Date, or (2) retained by the applicable University (or its respective foundation) responsible for the Realigned Academic Unit most closely associated with the donor's intent.
- D. RESEARCH GRANTS AND AGREEMENTS.** The Parties agree to cooperate and use best efforts to identify existing research grants and agreements that may need to be transferred to the other Party. If any such transfers are necessary, the Parties will work to effectuate them as soon as reasonably possible given the existing terms of the applicable grant or agreement and based on the intentions and wishes of the applicable sponsor. Without limiting the generality of the foregoing, and contemporaneously with the execution of this Agreement, the Parties have entered into the Research Agreement (as defined herein) to govern certain more specific understandings with regard to the transition of research during the Transition Year.
- E. DEPARTMENTAL AND COLLEGE FINANCIAL SUPPORT.** On the Realignment Effective Date, IU will retain, in trust for the benefit of IU Transferred Faculty and for their use in connection with research and scholarly activities, those funds held in departmental or college financial accounts associated with the Purdue Realigned Academic Units that are set aside for such activities, to include but not be limited to start up funds, working cash for research development, or discretionary accounts associated with individual faculty researchers. Purdue will submit invoices and IU will reimburse Purdue for faculty use of these funds, a current list of which will be provided by IU to Purdue on or before November 1, 2023. The Parties agree to cooperate on the appropriate mechanisms for expenditure and reimbursement. This section shall survive the expiration of this Agreement.

ARTICLE V
CAMPUS MANAGEMENT, AND SERVICES

- A. MANAGEMENT OF IU-INDIANAPOLIS CAMPUS.** IU shall retain the power, authority and responsibility to manage and operate the IU-Indianapolis Campus and do all things necessary and proper for such purpose. In exercising such authority, IU shall act in its own name and shall not act or be deemed to act as an agent of Purdue.
- B. MANAGEMENT OF PURDUE-INDIANAPOLIS CAMPUS.** Pursuant to its rights under the Ground Lease, the Lease and the Sublease, Purdue shall have the power, authority, and responsibility to manage and operate the Purdue-Indianapolis Campus. In exercising such authority, Purdue shall act in its own name and shall not act or be deemed to act as an agent of IU.
- C. SERVICES.** In order for the students, faculty and staff associated with the Purdue Realigned Academic Units generally to continue to have access to the facilities, amenities and activities that were available to them on the IUPUI Campus prior to the Realignment Effective Date, the Parties have entered into the Services Agreement (as defined herein), which provides for

continued collaboration between the Parties, the manner in which IU will continue to make available certain services to Purdue and its students, faculty and staff, and the manner in which IU will be paid for those services.

ARTICLE VI
CERTAIN STUDENT-RELATED MATTERS

- A. ENROLLMENT, ACADEMICS AND TRANSFER OF CREDITS.** All students enrolling at the IU-Indianapolis campus in a major, degree or program within the IU Realigned Academic Units will be admitted as IU students using the admission standards of IU, and all students enrolling in a major, degree or program within a Purdue Realigned Academic Unit will be admitted as Purdue students using the admission standards of Purdue. Consistent with the arrangements contemplated by the Curriculum Agreement, students enrolling at the Purdue-Indianapolis Campus in a major, degree or program within a Purdue Realigned Academic Unit may be expected to enroll in the Service Courses offered by IU.
- B. TUITION AND FEES.** With respect to programs offered within the Realigned Academic Units, each Party will be responsible for setting and collecting its own tuition and fees from and after the Realignment Effective Date; provided, however, that Purdue student fees for services provided directly by IU will be set by IU at the same level as it charges its own students for such fees, as more particularly set forth in the Services Agreement. Contemporaneously with the execution of this Agreement, the Parties have entered into the Curriculum Agreement, which more particularly sets forth their understanding with respect to the manner in which IU will be paid for its provision of Service Courses to Purdue students.
- C. RECORDS AND OTHER ACADEMIC MATTERS.** The Curriculum Agreement sets forth the Parties' understanding with regard to certain matters related to academic course delivery, curricular information exchanges, student transcripts and other records, and academic calendar cooperation following the Realignment Effective Date.
- D. CURRENT STUDENTS.** Except to the extent provided otherwise in the Teach-Out Agreement:
1. Credits earned by students enrolled at the IUPUI Campus prior to the Realignment Effective Date will be fully transferable to IU or Purdue, as applicable, based upon the school, college or division within an IU Realigned Academic Unit or Purdue Realigned Academic Unit in which such student is enrolled.
 2. No later than November 29, 2024, each student enrolled in a degree program on or prior to the Realignment Effective Date may elect to receive a degree from either IU or Purdue upon graduation if their degree program will transfer to one of the other Party's Realigned Academic Units pursuant to the program transfers contemplated by this Agreement.
- E. ALUMNI.** During the Transition Year, the Parties will collaborate in good faith to address alumni who obtained degrees and graduated from IUPUI prior to the Realignment Effective Date and their membership in, as applicable, (1) the alumni association of IU or Purdue, and (2) any separate alumni association maintained by IU or Purdue for their respective programs on the Indianapolis Campus.

F. INTERCOLLEGIATE ATHLETICS. The Parties acknowledge that, under NCAA rules in effect from time to time, it may not be possible for intercollegiate student-athletes in the Purdue Realigned Academic Units to participate with IU students on a single National Collegiate Athletic Association (“NCAA”) Division I athletic program known as “IUPUI.” The Parties will nonetheless use reasonable efforts to explore options with the NCAA that might permit any current IUPUI student-athletes who will, based on the program transfers contemplated by this Agreement, enroll in a degree program within a Purdue Realigned Academic Unit, to retain and maintain their eligibility to participate and compete on their intercollegiate sport team upon being admitted into the applicable school, college or division within a Purdue Realigned Academic Unit.

ARTICLE VII
ANCILLARY AGREEMENTS; REALIGNMENT COMPLETION

Contemporaneously with the execution of this Agreement, the Parties are entering into the following Ancillary Agreements:

- A. Curriculum Offering and Academic Delivery Agreement attached as Appendix A (as amended from time to time, the “Curriculum Agreement”).
- B. Teach-Out Agreement attached as Appendix B (as amended from time to time, the “Teach-Out Agreement”).
- C. Student, Faculty and Staff Services Agreement attached as Appendix C (as amended from time to time, the “Services Agreement”).
- D. Real Estate Lease Agreements attached as Appendix D-1, D-2, and D-3 (as amended from time to time, respectively the Ground Lease, the Lease, and the Sublease, and together the “Lease Agreements”).
- E. Research Transition Agreement attached as Appendix E (as amended from time to time the “Research Agreement”).

The Parties recognized that, by virtue of the contemporaneous execution and delivery of the Ancillary Agreements and their performance of the other actions contemplated by this Agreement to occur during the Transition Year, the IUPUI realignment will automatically become effective on July 1, 2024, by operation of this Agreement and the Ancillary Agreements. Nonetheless, the Parties may, acting through their appropriate representatives, exchange such correspondence, acknowledgements, and other documents as they deem necessary or appropriate to memorialize more fully the completion of the realignment as of the Realignment Effective Date.

ARTICLE VIII
NEW COLLABORATIONS AND INITIATIVES

- A. **NEW COLLABORATIONS.** Through the coordinating efforts of relevant subject matter experts and administrators, faculty and staff designated by the respective Parties, IU and Purdue will collaborate and cooperate in good faith to identify opportunities and develop plans

for new joint endeavors designed to leverage their respective strengths and capabilities in various research programs to drive workforce development, breakthrough discoveries, and the translation and commercialization of innovative solutions to societal challenges. These endeavors may include joint initiatives in, for example: (i) biomedical engineering and health sciences programs; (ii) autonomous and assisted transportation instrumentation, policy and integrity; (iii) cancer detection and therapeutics; and (iv) other types of human and animal drug discovery, among others that may be identified from time to time.

- B. NEW UNIVERSITY-SPECIFIC INITIATIVES.** In connection with the development and implementation of the realignment of IUPUI, each Party may propose and pursue its own initiatives to reinforce its presence and expand its offerings in Indianapolis within the Realigned Academic Units assigned to it through the oversight exercised by the Indiana Commission for Higher Education.

ARTICLE IX **REPRESENTATIONS AND WARRANTIES**

- A. BINDING OBLIGATION; AUTHORITY; EXECUTION AND DELIVERY.** Each Party (the “representing Party”) hereby represents and warrants to the other Party as follows:

1. This Agreement and the each of the Ancillary Agreements constitutes the legal, valid, and binding obligation of the representing Party, enforceable against it in accordance with its terms.
2. The representing Party has the right, power, authority, and capacity to execute and deliver this Agreement and each of the Ancillary Agreements, and to perform its obligations hereunder and thereunder.
3. The execution, delivery and performance of this Agreement and the Ancillary Agreements have been duly authorized by all necessary action on the part of such Party.
4. This Agreement and the Ancillary Agreements have been duly executed and delivered by the representing Party.
5. Except as provided in Article XII, no approval, authorization, or other action by any governmental authority or third person is required to be obtained by the representing Party for: (a) the execution, delivery or performance of this Agreement, or (b) the validity or enforceability thereof.

- B. CERTAIN BENEFIT PLANS.** IU hereby represents and warrants to Purdue that no individual who will become IU Transferred Faculty or IU Transferred Staff on the Realignment Effective Date is enrolled in or otherwise eligible to participate in IU’s 18/20 Retirement Plan.

ARTICLE X **CERTAIN COVENANTS**

- A. ACTIVITIES DURING TRANSITION YEAR; STANDSTILL.** The Parties’ activities under the Original Agreement will generally be maintained consistent with past practice during

the Transition Year, subject to necessary planning and anticipated implementation activities related to official launch on the Realignment Effective Date and the activities contemplated by this Agreement and the Ancillary Agreements. Without limiting the generality of the foregoing, IU shall not alter the salaries and benefits of IU Transferred Faculty and IU Transferred Staff, with the exception of customary annual merit increases and annual benefit changes generally applicable to IUPUI employees. Notwithstanding the foregoing sentence, previously approved promotions can be given effect without Purdue's consent. In addition, the Parties agree to cooperate, communicate in advance, and collaborate on any hiring decisions in the Purdue Realigned Academic Units during the Transition Year. Purdue must approve all new hires, appointments, and early retirement agreements extending beyond the Realignment Effective Date with IU Transferred Faculty and IU Transferred Staff, during the Transition Year. New tenure-track faculty will be hired following Purdue policies, procedures, and standards for tenure and promotion.

B. COOPERATION; ORIGINAL AGREEMENT; FURTHER ASSURANCES.

1. During the Transition Year, Parties will continue to cooperate and collaborate under the oversight of the joint management team formed pursuant to the MOU. Each Party shall cooperate with the other Party and use reasonable efforts to fulfill the objectives of this Agreement and the transfers and other activities contemplated hereby. Without limiting the generality of the foregoing, and particularly in connection with the arrangements contemplated by the Teach-Out Agreement, each Party will use best efforts to obtain all necessary regulatory approvals, including any required by the Higher Learning Commission ("HLC"), the Indiana Commission for Higher Education, the U.S. Department of Homeland Security, and/or the U.S. Department of Education. In this regard, the Parties will collaborate to prepare and submit to the HLC, as soon as practicable following the date of this Agreement, a "change in organization" application (or application for any analogous process as may prescribed by the HLC) for consideration by the HLC Board of Directors at the earliest practicable date. Thereafter, the Parties will work together to obtain all necessary approvals from the HLC within six (6) months of the Parties' execution of this Agreement, or otherwise at the earliest practicable date based on the board meeting schedule of the HLC at which the matter will be considered.
2. Upon the Realignment Effective Date, the Original Agreement shall automatically be terminated, superseded, and replaced by this Agreement and the Ancillary Agreements.
3. As the need may arise from time to time in order to document more specifically their respective commitments, undertakings and activities in connection with the MOU, this Agreement, and/or any Ancillary Agreement, the Parties may negotiate and enter into such memoranda of understanding or other instruments as they deem necessary or appropriate to define and memorialize those commitments, undertakings or activities and to set forth more detailed practices and procedures with respect thereto. With the concurrence of the Parties, any such practices and procedures may be set forth and maintained in a Shared Campus Operations Manual for mutual reference by the Parties. Any such manual would be developed through coordinating efforts of the joint management team formed pursuant to the MOU during the Transition Year.

C. PUBLIC ANNOUNCEMENTS. The Parties will cooperate on press release announcements, press conferences and similar public statements to external audiences relative to the actions contemplated by this Agreement. The Parties will use reasonable efforts to reach agreement on the timing of the release of any such announcements. Notwithstanding the above, each Party acknowledges that it is subject to Indiana's Open Door Law and Access to Public Records Act, which require public access to certain proceedings and records.

D. CERTIFICATION OF ELIGIBILITY FOR DEGREE CONFERRAL. For the period beginning on the Realignment Effective Date and continuing through the end of the 2026-2027 academic year, Purdue will certify to IU whether each student electing to receive Purdue degrees in Science programs transferred to IU Indianapolis (as part of the IU Realigned Academic Units) has fulfilled the degree requirements and is, therefore, eligible to receive such degree. Upon receipt of certification from Purdue, IU shall award the degree, which shall be conferred in connection with the applicable commencement ceremonies administered by Purdue.

E. CERTAIN BENEFIT PLAN MATTERS. As it relates to individuals who are IU Transferred Faculty or IU Transferred Staff, the Parties agree as follows:

1. IU shall indemnify Purdue for, and hold it harmless from, any claims, losses, liabilities or expenses attributable to the Indiana Supplemental Early Retirement Plan or similar early retirement benefit plans maintained by IU that have accrued or are otherwise attributable to periods prior to the Realignment Effective Date and that are payable to any such IU Transferred Faculty or IU Transferred Staff on or after the Realignment Effective Date.
2. The Parties will promptly communicate and cooperate in good faith throughout the Transition Year concerning any individuals who are slated to become IU Transferred Faculty or IU Transferred Staff and who have announced a bona fide intention to retire from their employment by IU on or prior to the Realignment Effective Date, it being understood and acknowledged that Purdue's agreement to offer employment to such an individual under Article III hereof will be considered on a case-by-case basis in light of whether the individual has expressed a desire to proceed with full retirement or to transition to Purdue's employment as a member of IU Transferred Faculty or IU Transferred Staff, as the case may be. For the avoidance of doubt, any IU Transferred Faculty or IU Transferred Staff who is coded with retirement status at IU and who does not have a bona fide intention to retire fully, as determined mutually by Purdue and IU based on their discussions with such individual, shall be transitioned to Purdue's employment under Article III.

ARTICLE XI

MISCELLANEOUS TERMS AND ADDITIONAL COVENANTS

A. APPLICABILITY. The Miscellaneous Terms and Covenants set forth in this Article XI are incorporated into, and are a part of, each Ancillary Agreement attached as an Appendix to this Agreement.

B. MODIFICATION OR AMENDMENT. This Agreement may only be changed, modified or amended by a written instrument executed by an authorized representative of each Party.

The Parties will cooperate in good faith in identifying and giving effect to adjustments that may be required based on unanticipated changes or events.

- C. ENTIRE AGREEMENT.** This Agreement (including the Ancillary Agreements) constitutes the entire agreement between the Parties with respect to the subject matter hereof, and it supersedes all prior agreements and understandings and representations and warranties between the parties with respect to the subject matter hereof. The MOU, which was non-binding between the Parties, may be referred to for the purposes of construing this Agreement and the Ancillary Agreements, but in the event of any conflict between the provisions of the MOU and the provisions this Agreement (or any Ancillary Agreement), the latter shall prevail. In addition, in the event of any conflict between the provisions of this Agreement and the provisions of any Ancillary Agreement, the latter shall prevail.
- D. COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.
- E. CONFLICT RESOLUTION.** Should there be conflict in the interpretation of this Agreement or any Ancillary Agreement, the appropriate members of the executive administration of Purdue and IU will work collaboratively to resolve the conflict.
- F. NO THIRD-PARTY RIGHTS.** This Agreement is not intended to and does not create or confer upon any third party or other person not a party to this agreement any rights, privileges or entitlements.
- G. INSURANCE.** The Parties agree to maintain, either through self-insurance or a commercial policy, reasonable levels of insurance coverage for their activities under this Agreement.
- H. NOTICES.** Official notices and other communications by one Party to another for purposes of this Agreement must be in writing and will be deemed to have been formally and conclusively given when personally delivered or sent by any commercially reasonable means, including electronic mail, to the individuals identified by the Parties to handle such official communications, with a copy to the Parties' respective general counsel.
- I. NOTICE TO THIRD PARTIES.** During the Transition Year, IU and Purdue will jointly execute a letter in a form agreed upon by both Parties, for use by each Party in communicating with relevant third parties, such as lenders and independent contractors, about: (a) the realignment and the new model at the IUPUI Campus, and (b) the need, as applicable, to amend or terminate existing agreements related to the Purdue Realigned Academic Units to which IU is a party.

ARTICLE XII
REGULATORY APPROVAL

The obligations of each Party under this Agreement and each Ancillary Agreement are subject to the fulfillment, at or before the Realignment Effective Date, of the condition (which may be waivable by the relevant Party) that each University must have obtained, or have received reasonable assurances that it will obtain, any and all accreditations, authorizations, consents and approvals from the HLC

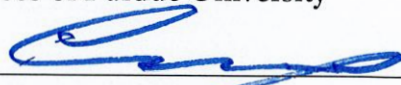
and, if applicable, the U.S. Department of Education and the Indiana Commission for Higher Education, to the extent required as a result of this Agreement or the assignment of the relevant Realigned Academic Units to each Party.

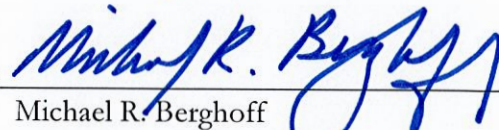
[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Program Transfer Agreement to be duly executed by its authorized representatives on the dates set forth below.

Date Executed: June 14, 2023

The Trustees of Purdue University

By: 
Mung Chiang
President

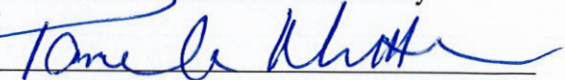
By: 
Michael R. Berghoff
Chair, Board of Trustees


Attest:

ss: 
Cynthia Ream
Corporate Secretary

Date Executed: June 14, 2023

The Trustees of Indiana University

By: 
Pamela Whitten
President

By: 
W. Quinn Buckner
Chair, Board of Trustees

Attest:


ss: 
Andrea Havill
Secretary

Exhibit 1

Memorandum of Understanding, dated August 12, 2022
(the “MOU”)

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TRUSTEES OF INDIANA UNIVERSITY
AND
THE TRUSTEES OF PURDUE UNIVERSITY
CONCERNING INDIANA UNIVERSITY-PURDUE UNIVERSITY AT INDIANAPOLIS**

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is entered into as of the 12th day of August, 2022 by and between The Trustees of Indiana University (“IU”) and The Trustees of Purdue University (“Purdue” and with IU, collectively, the “Parties”) concerning their mutual intention to work toward a plan of realignment (the “Realignment Plan”) for Indiana University – Purdue University at Indianapolis (“IUPUI”).

RECITALS:

WHEREAS, on December 1, 1970, IU and Purdue entered into an agreement for the operation of a shared campus in the state’s capital under the name *Indiana University – Purdue University at Indianapolis* (the “Original Agreement”), which was entered into pursuant to a directive from the General Assembly to “work toward the unification of the Indianapolis Campuses of these two universities”; and

WHEREAS, pursuant to the Original Agreement, which remains in force, IU was designated as the responsible institution with power, authority and responsibility for managing and operating IUPUI for the benefit of IU and Purdue, and the Parties were assigned specific academic, research and public service missions—it being the expectation that the parties could modify their initial mission assignments from time to time; and

WHEREAS, after fifty years of operating under the Original Agreement, and with the encouragement of key government, civic and industry constituencies, the Parties have determined that now is the time to explore improvement opportunities for operating and collaborating in Indianapolis under a new model for the more effective advancement of their respective missions and the greater benefit of their mutual stakeholders; and

WHEREAS, being mindful of the expected benefits of the Realignment Plan and the careful planning that will be necessary to implement it successfully, the Parties desire to enter into this MOU to: (i) provide a framework for the general parameters of Realignment Plan, (ii) identify potential areas for new strategic collaboration under the new model to be described in the Realignment Plan, and (iii) describe the principles and anticipated key terms of one or more definitive agreements (the “Definitive Agreements”) that, when entered into, would govern and implement the Realignment Plan and supersede the Original Agreement going forward; and

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

REALIGNMENT PLAN

A. **TIMELINE AND JOINT MANAGEMENT TEAM**

1. Collaboration and Target Dates. The Parties will cooperate and collaborate in good faith to develop and implement the Realignment Plan with a view toward entering into the Definitive Agreements (with necessary prior Board of Trustee approvals) by June 30, 2023, and with an effective date for the new model (the “Realignment Effective Date”) of July 1, 2024.
2. Effectiveness of Original Agreement. Subject to the terms of the Definitive Agreements, the Original Agreement will remain in full force and effect in accordance with its terms until the Realignment Effective Date, at which time it will be superseded by the Definitive Agreements.
3. Joint Management Team. Commencing on the date hereof and continuing through the Realignment Effective Date, the Parties will jointly establish and maintain a management team (the “Joint Management Team”), consisting of representatives designated by their respective Presidents to (i) develop the Realignment Plan, including the identification of areas for new strategic collaboration under the revised model as well as new resources necessary for its implementation, (ii) work together in good faith to negotiate and prepare the Definitive Agreements, and (iii) manage engagement and communications with campus, government, civic and industry stakeholders.

B. **GENERAL PARAMETERS**

1. Academic Units. Effective on the Realignment Effective Date, and subject to the eventual terms of the Definitive Agreements:
 - a. IU will assume responsibility and authority for the School of Science at IUPUI (other than Computer Science) and the Music and Arts Technology department and programs currently operated by IU within the Purdue School of Engineering and Technology at IUPUI, and (ii) IU will retain all other schools, departments, and programs at IUPUI aside from those described in Section B.1.b below (collectively, the “IU Realigned Academic Units”).
 - b. Purdue will assume responsibility and authority for the Department of Computer Science at IUPUI, and Purdue will retain the departments and programs covered by the School of Engineering and Technology at IUPUI (other than the Music and Arts Technology department and programs assumed by IU as described in Section B.1.a. above) (collectively, the “Purdue Realigned Academic Units”).
 - c. The IU Realigned Academic Units and the Purdue Realigned Academic Units are sometimes referred to herein collectively as the “Realigned Academic Units.”

- d. Notwithstanding the assignment of the two Parties of the Realigned Academic Units as described above, in an effort to meet the critical needs of the State, and subject to any required approvals of the Indiana Commission for Higher Education: (1) IU intends to expand in Indianapolis the computer science degrees and courses offered by the Luddy School of Informatics, Computing, and Engineering, and (2) Purdue may in the future offer in Indianapolis science or management courses within its curricula for degrees offered on the West Lafayette campus.
 - e. With respect to any other programs that are currently embedded in one of the Realigned Academic Units but that would be more closely affiliated with the primary mission areas of the other Party after the Realignment Effective Date, the Parties will consider and address the treatment of such academic units on a case-by-case basis.
 2. New Collaborations. Through the coordinating efforts of the Joint Management Team and with the benefit of input from subject matter experts, faculty and staff, IU and Purdue will collaborate and cooperate in good faith to identify opportunities and develop plans for new joint endeavors designed to leverage their respective strengths and capabilities in various research programs to drive workforce development, breakthrough discoveries, and the translation and commercialization of innovative solutions to societal challenges. These endeavors may include joint initiatives in, for example: (i) biomedical engineering and health sciences programs; (ii) autonomous and assisted transportation instrumentation, policy and integrity; (iii) cancer detection and therapeutics; and (iv) other types of human and animal drug discovery, among others that may be identified from time to time.
 3. New University-Specific Initiatives. In connection with the development and implementation of the Realignment Plan, each Party may propose and pursue its own initiatives to reinforce its presence and expand its offerings in Indianapolis within the academic missions assigned to it through the oversight exercised by the Indiana Commission for Higher Education.
 - a. In Purdue's case, such initiatives may include, for example, establishing an Indianapolis division of the Purdue Applied Research Institute, strengthening Purdue's relationship with and support for the Purdue Polytechnic High Schools, providing "study away" programs in Indianapolis for Purdue West Lafayette students, and increasing investment in community-based research and other programs.
 - b. In IU's case, such initiatives may include, for example, expanding the Luddy School of Informatics, Computing, and Engineering in Indianapolis and increasing investment in community-based research and other programs.

ARTICLE II

PRINCIPLES AND ANTICIPATED TERMS OF DEFINITIVE AGREEMENTS

A. UNITS, PROGRAMS AND DEGREES

1. Academic Units; Generally. With respect to each Party's realigned academic units described in Section I.B.1 above, that Party will (i) have full control and responsibility for all academic aspects, including, but not limited to, the selection, admission and assignment of students, curriculum development and evaluation, accreditation, faculty appointments and program administration, (ii) award all credit and degrees (associate, baccalaureate and/or graduate) in the academic mission field, and (iii) exercise responsibility for implementing and maintaining organizational structures and leadership appointments for academic units including the dean or director of a school, college or division. After the Realignment Effective Date:
 - a. IU will offer at the existing Indianapolis campus (and/or in nearby facilities) all academic degree programs in, and advance the research and public service missions associated with, the IU Realigned Academic Units; and
 - b. Purdue will offer at the existing Indianapolis campus (and/or in nearby facilities) all academic degrees programs in, and advance the research and public service missions associated with, the Purdue Realigned Academic Units.
2. Service Courses Supporting Purdue and IU Students. Effective on the Realignment Effective Date, and subject to the eventual terms of the Definitive Agreements, it is expected that either Party (the "Offering Party") will offer and provide to students of the other Party (the "Receiving Party") at the Indianapolis campus certain general education classes, courses and programs within the Offering Party's Realigned Academic Unit that are required by such students to fulfill their degree requirements (in addition to those required within their degree programs that are provided by such Receiving Party). In such a case, the Offering Party will offer and deliver, and the Receiving Party will pay for, those general education classes, courses and programs for a period of time to be agreed by the Parties in the Definitive Agreements.

B. ADMINISTRATION OF CAMPUS SERVICES AND FACILITY OPERATIONS; SPECIFIC FACILITIES

1. Management and Operations of Indianapolis Campus. IU will continue to have the full power, authority and responsibility to manage and operate the Indianapolis campus and do all things necessary and proper for such purpose. In the management and operation of the Indianapolis campus, IU will act in its own name and not act for or be deemed to act as an agent of Purdue.
2. Facility and Administrative Services. Subject to the terms of the applicable Definitive Agreement (including with respect to terms of leases for property made available by IU to Purdue for its use):

- (a) IU will offer and deliver, and Purdue will procure and pay IU an agreed upon nominal amount for, the office, lab, classroom and other physical space required by Purdue for the Purdue Realigned Academic Units on the Indianapolis campus, together with associated administrative services customarily provided in connection with the usage of such space consistent with past practice, for a period of time to be mutually agreed upon.
 - (b) Purdue will have the authority and responsibility to manage and operate any future facilities constructed by Purdue on or near the Indianapolis campus and utilized for the Purdue Realigned Academic Units. In exercising such authority and responsibility, Purdue will act in its own name and not act for or be deemed to act as an agent of IU.
3. Transfer of Ownership and/or Management of Assets. The Parties will provide, in the applicable Definitive Agreement, for the transfer of ownership and/or management of any facilities and other assets that are specifically associated with their responsibilities under the Realigned Academic Units. In particular, and subject to the terms and conditions of such Definitive Agreement (and without limiting the generality of Section II.G. below), IU will assume or retain responsibility for assets associated with the School of Science and Music and Arts Technology program, and Purdue will acquire and have responsibility for the assets (other than real property) associated with the School of Engineering and Technology and the Department of Computer Science on the Indianapolis campus.

C. STUDENTS

1. Enrollment, Academics and Transfer of Credits.
 - (a) Students enrolling at the Indianapolis campus in a major, degree or program within the IU Realigned Academic Units will be admitted as IU students using the admission standards of IU, and all students enrolling in a major, degree or program within a Purdue Realigned Academic Unit will be admitted as Purdue students using the admission standards of Purdue.
 - (b) Consistent with the arrangement contemplated by Section II.A.2 above, and subject to the eventual terms of the applicable Definitive Agreement, students enrolling at the Indianapolis campus in a major, degree or program within a Purdue Realigned Academic Unit may be expected to enroll in the general education classes, courses and programs offered by IU at the Indianapolis campus.
2. Program Transfer Agreement. As part of the applicable Definitive Agreement, Purdue and IU agree to use their best efforts to negotiate a program transfer agreement (the "Program Transfer Agreement"), to be effective as of July 1, 2023 (one year prior to the Realignment Effective Date), containing mutually acceptable terms and conditions with respect to student services, including financial aid, and implications on performance funding prior to June 30, 2023, in such a manner as to allow students to

have a seamless educational experience and for student credits to transfer between the Parties.

3. Tuition and Fees. The Program Transfer Agreement will include terms and conditions pertaining to student tuition and fees with the operating principle that each Party sets and collects its own tuition and fees. Purdue student fees for services provided by IU will be set by IU at the same level as it charges its own students for such fees.
4. Academic Records and Transcripts.
 - (a) Each Party will be responsible to manage, maintain and document the academic transcripts and records of its students as required by each such Party for the granting of its respective degrees.
 - (b) Each Party will cooperate with the other and take steps necessary to permit the exchange of relevant student information between each Party's respective information technology system in a timely and reliable manner, so as to provide a convenient and accurate student, faculty and administrative experience for the exchange, access and delivery of rosters, transcripts and student records.
5. Current Students.
 - (a) Credits earned by students enrolled at the Indianapolis campus prior to the Realignment Effective Date will be fully transferable to IU or Purdue, as applicable, based upon which school, college or division within an IU Realigned Academic Unit or Purdue Realigned Academic Unit such student enrolls.
 - (b) For a period of three years following the Realignment Effective Date, each student enrolled in a degree program on or prior to the Realignment Effective Date may elect to receive a degree from either IU or Purdue upon graduation if their degree program will transfer to the other Party's academic mission area pursuant to the Realignment Plan.
 - (c) In connection with, and to give effect to, the arrangements contemplated by this Section II.C.5: (i) the Parties will use best efforts to obtain all necessary regulatory approvals, including any required by the Higher Learning Commission, the Indiana Commission for Higher Education, and/or the U.S. Department of Education, and (ii) the Parties will enter into appropriate articulation and teach-out arrangements as part of the Definitive Agreements.
6. Student Services and Activities.
 - (a) Purdue students enrolled at the Indianapolis campus will have access and the ability to join and participate in all student services and extra-curricular student activities offered, supported or permitted by IU at the Indianapolis campus including, without limitation, student housing and dining, parking, student organizations, associations, groups, clubs and societies, library access and usage, IT resources and access (as

necessary), health, wellness and counseling services and other student support resources, athletic events, recreation and intramural sports and such other extra-curricular activities, services and resources (collectively, the “Student Services”) all on the same terms, conditions and criteria offered and made available to IU students.

(b) IU will issue Purdue students enrolled at the Indianapolis campus student identification cards, campus cards or other alternative documentation issued by IU to IU students on the Indianapolis campus and required for participation in the Student Services.

(c) IU and Purdue will cooperate and negotiate in good faith to enter into a services agreement containing mutually acceptable terms and conditions (including with respect to duration) for the Student Services offered and provided by IU to Purdue students.

7. Alumni. The applicable Definitive Agreement will address alumni who obtained degrees and graduated from IUPUI prior to the Realignment Effective Date and their membership in, as applicable, the alumni associations of IU, Purdue or any separate alumni association maintained by IU and Purdue for their respective programs on the Indianapolis campus.

D. FACULTY.

1. Transferred Faculty. Upon the Realignment Effective Date, and subject to the terms of the Definitive Agreements:

(a) Purdue will offer employment, effective as of the Realignment Effective Date, to all full-time and part-time academic faculty of IUPUI who are employed by IU in accordance with Section 5 of the Original Agreement and working in a Purdue Realigned Academic Unit as of June 30, 2023 (collectively, the “IU Transferred Faculty”). To the greatest extent possible, Purdue will offer, honor and provide the same faculty appointment classification (e.g., clinical, research, tenured or tenure-track), salary rate, academic rank designation, current tenure probationary period credit, and tenure and promotion status of each IU Transferred Faculty as of the Realignment Effective Date. Similarly, to the greatest extent possible subject to plan parameters, benefits offered to the IU Transferred Faculty by Purdue will be the same benefits received by the academic faculty of the Indianapolis campus employed by IU currently.

(b) Purdue agrees to assume all rights and obligations of the appointment letter of each tenured IU Transferred Faculty pursuant to an assignment and assumption of appointment letter in form and substance mutually satisfactory to the Parties.

(c) Upon the Realignment Effective Date, IU will retain in its employment all full-time and part-time academic faculty of IUPUI who are working in an IU Realigned Academic Unit as of June 30, 2023 (collectively, the “IU Retained Faculty”). IU

agrees to assume, pursuant to an assignment and assumption of appointment letter in form and substance mutually satisfactory to the Parties, all rights and obligations of any Purdue-related appointment held by a tenured IU Retained Faculty member.

2. Continuing IU (Retirement Plan) Faculty. All appointed academic faculty of IUPUI employed by IU and enrolled or otherwise eligible to participate in IU's 18/20 Retirement Plan or the Indiana Supplemental Early Retirement Plan will remain employees of IU notwithstanding that any such faculty are assigned to a Purdue Realigned Academic Unit in accordance with the Realignment Plan.

3. Faculty and Staff Services and Activities.

(a) Faculty and staff serving in a Purdue Realigned Academic Unit at the Indianapolis campus following the Realignment Effective Date will have access and the ability to join and participate in all employee services and extra-curricular events and activities offered, supported or permitted by IU at the Indianapolis campus including, without limitation (and as applicable to one's status as a faculty or staff member): parking, faculty organizations, associations, groups, clubs and societies, library access and usage, health, wellness and counseling services and resources, athletic events, recreation and intramural sports and such other extra-curricular activities, services and resources (collectively, the "Faculty and Staff Services") all on the same terms, conditions and criteria offered and made available to IU faculty and staff.

(b) Purdue and IU agree to use their best efforts to enter into a services agreement on mutually acceptable terms and conditions with respect to the Faculty and Staff Services offered and provided by IU to faculty and staff serving in a Purdue Realigned Academic Unit.

E. **NON-FACULTY EMPLOYEES.** The applicable Definitive Agreement will address non-faculty staff, administrative, clerical and service personnel of the Indianapolis campus and their employment by the applicable Party following the Realignment Effective Date. It is the intention of both Parties that none of the jobs held by non-faculty staff, administrative, clerical and service personnel of the Indianapolis campus be eliminated as a result of the Realignment Plan for IUPUI.

F. **REAL PROPERTY AND IMPROVEMENTS.**

1. Except as otherwise provided in the Definitive Agreements, neither this MOU nor the Realignment Plan will change, modify or require the conveyance of the record ownership of the real estate currently comprising the IUPUI campus.

2. Purdue and IU agree to use their best efforts to negotiate and enter into a real estate lease agreement on mutually acceptable terms and conditions with respect to Purdue's use and occupancy of real estate and facilities comprising the portion of the Indianapolis campus that will be used for the Purdue Realigned Academic Units.

- G. PERSONAL PROPERTY.** Purdue and IU agree to use their best efforts to negotiate and enter into an applicable Definitive Agreement on mutually acceptable terms and conditions with respect to the assignment and transfer to each other of any tangible and intangible property related to the Realigned Academic Units and, where applicable, the ongoing sharing of tangible personal property which is used or useful in the work of both Parties' Realigned Academic Units or in their joint projects and collaborations.
- H. INTERCOLLEGIATE ATHLETICS.** The Parties acknowledge that, under NCAA rules in effect from time to time, it may not be possible for intercollegiate student-athletes in the Purdue Realigned Academic Units to participate with IU students on a single National Collegiate Athletic Association ("NCAA") Division I athletic program known as "IUPUI." The Parties will nonetheless use their best efforts to explore options with the NCAA that might permit any current IUPUI student-athletes pursuing a degree from Purdue to retain and maintain their eligibility to participate and compete on their intercollegiate sport team upon being admitted into the applicable school, college or division within a Purdue Realigned Academic Unit.
- I. ENDOWMENT AND SCHOLARSHIPS.** The Parties agree to cooperate and use their best efforts to identify and honor donor intent with respect to existing endowments and gift agreements held by either Party, the Indiana University Foundation, or Purdue Research Foundation, with the understanding the funds, investments and gift agreements held by either Party or such foundations will, to the fullest extent practicable, be transferred to the respective Party (or its related foundation) responsible for the academic mission most closely associated with the donor's intent.
- J. RESEARCH GRANTS AND AGREEMENTS.** The Parties agree to cooperate and use their best efforts to identify existing research grants and agreements that may need to be transferred to the other Party. If any such transfers are necessary, the Parties will work to effectuate them as soon as reasonably possible given the existing terms of the applicable grant or agreement and based on the intentions and wishes of the applicable sponsor.
- K. CAMPUS NAME AND SIGNAGE.**
1. To reflect the new model contemplated by the Realignment Plan, as of the Realignment Effective Date, the name and identification of the Indianapolis campus may be changed and replaced by IU with a name and clear designation that identifies IU as the governing entity of the Indianapolis campus. In doing so, IU may solicit input and seek naming suggestions from stakeholders in the IUPUI and Indianapolis communities.
 2. Notwithstanding IU's naming rights with respect to the Indianapolis campus, Purdue will have the authority and right to identify, name and brand its Purdue Realigned Academic Units operating in Indianapolis.
 3. Following the Realignment Effective Date, all references to IUPUI or Indiana University-Purdue University at Indianapolis will be subject to change to identify with the designations selected by the Parties for their respective Realigned Academic Units,

along with all logos, signs and other indications used for the Indianapolis campus location. Notwithstanding the foregoing, the Parties may take action as soon as practicable following the date hereof to begin to reflect more prominently the presence of the existing Purdue programs on the Indianapolis campus with Purdue's name, logo and signage.

- L. CONDITIONS TO REALIGNMENT EFFECTIVE DATE.** The Parties may declare in the applicable Definitive Agreements that the implementation of the Realignment Plan is subject to the fulfillment, at or before the Realignment Effective Date, of certain conditions (all or any of which may be waivable to ensure they fulfill their purpose for the benefit of IU, Purdue and the community. Such conditions may include, for example, that:
1. Each Party must have determined, in its reasonable discretion, that adequate budget appropriations and funding has been approved by the Indiana General Assembly and included in the most recent State of Indiana biennial budget for the purpose of compensating and funding revenue changes, costs and expenses incurred by each Party as a result of the realignment contemplated by the Realignment Plan, as well as new programs and initiatives arising and developed from such realignment;
 2. The Boards of Trustees of each Party must have authorized and approved the terms and conditions of each Definitive Agreement contemplated by the Realignment Plan; and
 3. Each University must have obtained, or have received reasonable assurances that it will obtain, any and all accreditations, authorizations, consents and approvals from the Higher Learning Commission and, if applicable, the U.S. Department of Education and the Indiana Commission for Higher Education, to the extent required as a result of the Realignment Plan or the Realigned Academic Units of each Party.

ARTICLE III

MISCELLANEOUS TERMS AND COVENANTS

- A. PUBLICITY; NOTICE TO THIRD PARTIES.** The Parties will mutually agree upon all press release announcements, press conferences and similar public statements of the realignment, this MOU and related issues and will mutually agree as to the timing of the release of any such announcements. Notwithstanding the above, each Party acknowledges that it is subject to Indiana's Open Door Law and Access to Public Records Act. Concurrently with the Realignment Effective Date, IU and Purdue will jointly execute a letter in a form agreed upon by both Parties, which will be sent by IU to all lenders, landlords, employees, independent contractors and parties to any existing written contracts, agreements or obligations to which IUPUI is a party, advising them of the new model at the Indianapolis campus.

- B. **ALL MATERIAL TERMS OF REALIGNMENT.** The Parties intend to cooperate and collaborate in good faith to endure that the Realignment Plan captures, and the Definitive Agreements set forth, all material terms, key principles, discussions and understandings pertaining to the realignment and future model for the Indianapolis campus.
- C. **MODIFICATION; TERMINATION.** This MOU may only be changed, modified or amended by a written instrument executed by an authorized representative of each Party. Unless extended by mutual agreement of the Parties, this MOU will automatically terminate if the Definitive Agreements are not executive and delivered by June 30, 2023.
- D. **COUNTERPARTS.** This MOU may be executed in two or more counterparts, each of which will be deemed an original but all of which taken together will constitute one and the same instrument.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this MOU to be duly executed by its authorized representatives on the dates set forth below.

Date Executed: 8/16/2022

The Trustees of Purdue University

DocuSigned by:
By: Mitchell E. Daniels, Jr.
871613BAE3E9456
Mitchell E. Daniels, Jr.
President

Attest:

DocuSigned by:
ss: Cynthia Ream
0FFD0E77A9452
Cynthia Ream
Corporate Secretary

DocuSigned by:
By: Christopher A. Ruhl
37FF5D607B7E403...
Christopher A. Ruhl
Treasurer and Chief Financial Officer

Date Executed: 8/18/2022

The Trustees of Indiana University

DocuSigned by:
By: Pamela Whitten
0AE4E16930074B0
Pamela Whitten
President

Attest:

DocuSigned by:
ss: Andrea Havill
57E8275E112C491
Andrea Havill
Secretary

DocuSigned by:
By: Dwayne Pinkney
484945960DA7453...
Dwayne Pinkney
EVP for Finance and Administration

Appendix A

Curriculum Offering and Academic Delivery Agreement

APPENDIX A

CURRICULUM OFFERING AND ACADEMIC DELIVERY AGREEMENT

THIS CURRICULUM OFFERING AND ACADEMIC DELIVERY AGREEMENT (the “Agreement”) is dated as of the 14th day of June 2023 and entered into by and between THE TRUSTEES OF INDIANA UNIVERSITY (“IU”) and THE TRUSTEES OF PURDUE UNIVERSITY (“Purdue” and, with IU, collectively the “Parties” or the “Universities,” and each individually a “Party” or a “University”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Program Transfer Agreement (as defined below) or in the Realignment Agreement referenced therein.

WHEREAS, on the date hereof, the Parties have entered into a Program Transfer Agreement, to which this Agreement serves as an Appendix (the “Program Transfer Agreement”); and

WHEREAS, the Parties desire to set forth their mutual understanding with regard to the course offerings and general support that IU, as the University having authority and responsibility to control academic units at the Indianapolis Campus other than the Purdue Realignment Academic Units, will provide to Purdue students enrolled in academic coursework on the Indianapolis Campus during the term hereof;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I
EFFECTIVE DATES AND TERM OF AGREEMENT

- A. EFFECTIVE DATE OF AGREEMENT.** This Agreement shall become effective immediately upon its execution and delivery by the Parties following approval by their respective Boards of Trustees (the “Agreement Effective Date”).
- B. DEFINED TERMS.** Defined Terms in this Agreement shall have the meanings set forth in the Program Transfer Agreement.
- C. EFFECTIVE DATE OF COURSE OFFERING SERVICES.** Commencing on the Realignment Effective Date, IU will offer and provide to Purdue students enrolled in academic coursework on the Indianapolis Campus those general education classes, service courses and programs required by such students necessary to fulfill Purdue degree requirements, all in accordance with the terms and conditions set forth herein. To the extent necessary, the Parties agree to collaborate during the Transition Year to establish policies and practices to effectuate the objectives of this Agreement. Notwithstanding anything in this Agreement, in the Program Transfer Agreement, or in any other Ancillary Agreement to the contrary, Purdue shall be authorized: (a) to offer general education classes, courses and programs at the Indianapolis Campus that are within mission areas covered by either the Purdue Realigned Academic Units or IU Realigned Academic Units, and (b) to update, change or modify curriculum, course sequencing and other requirements to accommodate accreditation modifications or other updates and improvements deemed necessary or essential by Purdue.

In either case, Purdue will notify IU, consistent with Section C of Article II below, of any Service Courses that Purdue will no longer need.

- D. TERM.** The initial term of this Agreement shall be a period of three (3) years, beginning on the Realignment Effective Date and ending on June 30, 2027. The term shall automatically renew for successive two-year terms unless and until one University provides at least one year's advance written notice to the other University of its intention to terminate this Agreement as of the end of the then-current term. The Parties agree that the written notice contemplated by this Section may be exercised by a University only during a notice window of June 1 – June 30 of each year.

ARTICLE II

TERMS AND STRUCTURE OF COURSE OFFERING AND ACADEMIC DELIVERY

A. DEFINITIONS.

1. Service Courses. For purposes of this Agreement, “Service Courses” shall mean all classes, courses, programs, and labs that are not within the domain of a Purdue Realigned Academic Unit but that are required or meet elective credit requirements for Purdue degree completion. STEM Education Courses, General Education Courses, and Elective Education Courses are collectively referred to as Service Courses.
2. STEM Education Courses. For purposes of this Agreement, “STEM Education Courses” shall mean the subset of Service Courses within the disciplines of Science and Mathematics that are not within the domain of a Purdue Realignment Academic Unit but are required or most commonly selected by Purdue students in the Purdue Realigned Academic Units to meet academic program requirements.
3. General Education Courses. For purposes of this Agreement, “General Education Courses” shall mean the subset of Service Courses offered by Indiana University Indianapolis (IUI) campus but are: (i) not within the domain of a Purdue Realigned Academic Unit (ii) not STEM Education Courses and (iii) commonly taken by Purdue students on the Indianapolis campus. General Education Courses will be replicated in each University’s registration system.
4. Elective Education Courses. For purposes of this Agreement “Elective Education Courses” shall mean those classes, courses, programs, and labs offered on the Indianapolis campus that are (i) not within the domain of a Purdue Realigned Academic Unit and are not STEM Education Courses or General Education Courses but may be utilized by Purdue students to meet Purdue program requirements or (ii) not within the domain of an IU Realigned Academic Unit but may be utilized by IUI students to meet IU program requirements. Elective Education Courses will not be replicated in the University’s respective registration systems.
5. Student Registration Projections. For purposes of this Agreement, “Student Registration Projections” shall mean those historical, current, and projected student registration data and head counts for each General Education course offering.

B. ACADEMIC COURSE DELIVERY.

1. Purdue Student Registration and Enrollment in STEM Education Courses. Commencing with Registration for the Fall 2024 term, Purdue students in Purdue Realigned Academic Units will register and be enrolled in Purdue STEM Education Courses, utilizing Purdue registration and enrollment processes. Students enrolled in STEM Education Courses will receive instruction consistent with Purdue learning objectives, utilize Purdue learning management systems, and be subject to Purdue policies, including grading policies. To the extent feasible, only Purdue students will be enrolled in STEM Education Courses.
2. Faculty Consortium for STEM Education. Purdue STEM Education Courses and those General Education Courses identified and offered by Purdue as Purdue-only course sections will be taught by IUI Faculty with the requisite knowledge and expertise in the academic discipline and consistent with the Faculty Consortium Agreement, to be developed as soon as practicable during the Transition Year. Purdue will provide IU with faculty course evaluations for purposes of the IUI faculty review processes.
3. Purdue Student Registration and Enrollment in IUI General Education Courses. Commencing with Registration for the Fall 2024 term, Purdue students in Purdue Realigned Academic Units may register and be enrolled in IUI General Education Courses, which shall be (i) offered by IUI to both Purdue and IUI students utilizing IUI faculty, academic policies, IUI learning management systems on the IUI academic calendar or (ii) at Purdue's option, offered by Purdue, utilizing the Faculty Consortium Agreement in a manner consistent with the offering of STEM Education Courses. In all cases, IUI General Education Courses will be replicated in the Purdue registration system for a seamless Purdue student experience.
4. Purdue Student Registration and Enrollment in IUI Elective Education Courses. Commencing with Registration for the Fall 2024 term, Purdue students may register and be enrolled in IUI Elective Education Courses as visiting students consistent with a student consortium agreement, utilizing IUI registration and enrollment processes, and learning management systems. Purdue students will be subject to IUI policies, including grading policies. IUI Elective Education Courses shall operate on the IUI Academic Calendar. Purdue students may transfer earned credits as IUI visiting students to Purdue, consistent with the student consortium agreement.
5. IU Student Registration and Enrollment in Elective Education Courses. Commencing with Registration for the Fall 2024 term, IUI students may register and be enrolled in Purdue Elective Education Courses as visiting students consistent with a student consortium agreement to be approved by both parties, utilizing Purdue registration and enrollment processes, and learning management systems. IUI students will be subject to Purdue policies, including grading policies. Purdue Elective Education Courses shall operate on the Purdue Academic Calendar. IUI students may transfer earned credits as Purdue visiting students to IUI, consistent with the student consortium agreement.
6. Computer Science Courses for IUI Students. During the Transition Year, the parties agree to continue discussions about Purdue Computer Science course offerings for IUI students within the IUI Computer Science degree program on an as needed basis and the model for providing such course offerings.

C. CURRICULUM AND COURSE OFFERING INFORMATION EXCHANGE. The following provisions pertain to matters involving certain course offerings by the Parties:

1. Course List, Curriculum Map, and Course Scheduling. Twice each year, but no later than September 1 for the spring and summer academic terms and no later than January 31 for the fall academic term, Purdue shall provide IU (i) a list of STEM Education Courses (including subject codes and course numbers) selected by Purdue and necessary for Purdue students to meet academic program requirements (ii) a list of General Education Courses (including subject codes and course numbers) selected by Purdue, with a designation of whether the course will be offered by Purdue as a “Purdue-only” section or will be offered by IUI (iii) a curriculum map setting forth the sequence in which Service Courses are to be offered (collectively, the “Purdue Course List and Curriculum Map”), (iv) any day and time scheduling requirements Purdue may have for the offering of the STEM Education and General Education Courses set forth on the Course List and Curriculum Map, (v) general information on IUI Elective Education Courses to be communicated to Purdue students, and (vi) Student Registration Projections.

2. Course Alignment; Cooperation. Purdue shall continually review courses offered by IU to IUI students and identify areas of alignment to the Purdue Service Courses, and will share any areas of alignment with IU to allow for flexibility in the courses offered to Purdue students. The parties agree to collaborate regularly on potential course scheduling concerns and to cooperate to find solutions beneficial to both parties.

3. Faculty Assignments, Class Locations, and Class Times. Thirty (30) days following receipt of the information provided by Purdue in Section II.C.1.a above, IUI shall provide Purdue with proposed faculty assignments, class locations, and class times for the STEM Education and General Education Courses, where applicable. IU will take all reasonable steps to see that STEM Education Courses are offered during regular daytime class hours. Faculty assignment shall be consistent with the Faculty Consortium Agreement. Course scheduling will follow standard IU time modules to ensure more efficient use of space. In the event there is a dispute or concern expressed by Purdue, the parties will work together in a collaborative and timely manner to address the concern. If IU indicates that it cannot provide the faculty or an appropriate classroom assignment or schedule as requested by Purdue, Purdue may seek out other space, instructional capacity, or any other resource to provide the STEM Education course to Purdue students, and Purdue will not be responsible for payment to IU. Concerns about space assignments must be communicated by Purdue to IU at least two weeks prior to the release of the schedule of classes for the next term.

D. STUDENT RECORDS.

1. Academic Records and Transcripts.

- a. Each University shall be responsible for the preparation, management, maintenance and documentation of its respective students’ academic records and transcripts as required by each University for the granting of its respective degrees.

- b. With respect to each Purdue student enrolled in any course offered by IUI, IU shall make available and provide Purdue, on a semester-by-semester basis, general information such as grades and student attendance. Notwithstanding the provision of such student information, Purdue shall be responsible for the preparation of its students' academic records, files, and transcripts.
 - c. With respect to each IU student enrolled in any course offered by Purdue, Purdue shall make available and provide IU, on a semester-by-semester basis, general information such as grades and student attendance. Notwithstanding the provision of such student information, IU shall be responsible for the preparation of its students' academic records, files, and transcripts.
2. Learning Management Systems. While any Purdue student is registered in a General Education or Elective Education offered by IU, IU shall provide such student with access to and use of the Canvas learning management system, or such other operating system, online platform or learning management system as may be utilized by IU during the term of this Agreement, all in order to permit Purdue students registered and attending General Education or Elective Education Courses to have the same access to academic content delivery, grades, and course syllabi that are offered to IUI students. While any IUI student is registered in an Elective Education Course offered by Purdue, Purdue shall provide such student with access to and use of the Brightspace learning management system or such other operating system, online platform or learning management system as may be utilized by Purdue during the term of this Agreement, all in order to permit IUI students registered and attending Elective Education Courses to have the same access to academic content delivery, grades, and course syllabi that are offered to Purdue students.
 3. Academic Integrity and Conduct. Matters of academic misconduct shall be addressed in the manner described in the provisions of the Student, Faculty, and Staff Services Agreement between the Parties that relate to student academic misconduct.
 4. Reporting Requirements. Each University shall be responsible for its own reporting arising from National Student Clearinghouse, gainful employment (certificates), Integrated Postsecondary Education Data System (IPEDS) and other reporting for its students enrolled and attending the Indianapolis Campus.
- E. ACADEMIC CALENDAR COOPERATION.** Each University acknowledges and agrees that the academic calendar for the Indiana Realigned Academic Units and for the Purdue Realigned Academic Units, each as offered at the Indianapolis Campus, should match as closely as possible to best serve all affected students. The Universities covenant and agree to work together to coordinate the academic calendars applicable to the Indiana Realigned Academic Units and the Purdue Realigned Academic Units, each as offered at the Indianapolis Campus.

ARTICLE III
CHARGES AND REIMBURSEMENTS

A. SCHEDULE OF CHARGES; SELECTION.

1. Schedule of Charges for Service Courses. Beginning July 1, 2023, and by July 1 each year of this Agreement thereafter, IU will provide Purdue with a good faith estimate of the schedule of charges for Service Courses for the following academic year, with specific cost breakdown of STEM Education Courses, General Education Courses, and Elective Education Courses. For clarification purposes and by way of example, on July 1, 2023, IU will provide Purdue with a good faith estimate of the schedule of charges for Service Courses for Academic Year 2024-2025.

B. PROCESS FOR CHARGES AND REIMBURSEMENTS.

1. Invoices. All invoices setting forth the charges for Service Courses shall be issued by the charging party directly to the receiving party on a semester-by-semester basis. The receiving party will pay the amount of such invoices promptly following receipt thereof.
2. Invoice Disputes. The receiving party shall notify the charging party in writing of all invoice disputes with specificity within thirty (30) days of the invoice date. The Universities will use their best efforts to resolve any disputed items within thirty (30) days of notice of the dispute.

ARTICLE IV
MISCELLANEOUS TERMS AND COVENANTS

The conditions and miscellaneous terms set forth in Articles XI and XII of the Program Transfer Agreement are incorporated herein by reference as though fully set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Curriculum Offering and Academic Delivery Agreement to be duly executed by its authorized representatives on the dates set forth below.

Date Executed: _____

The Trustees of Purdue University

By: _____
Mung Chiang
President

Attest:

ss: _____
Cynthia Ream
Corporate Secretary

By: _____
Christopher A. Ruhl
Treasurer and Chief Financial Officer

Date Executed: _____

The Trustees of Indiana University

By: _____
Pamela Whitten
President

Attest:

ss: _____
Andrea Havill
Secretary

By: _____
Dwayne Pinkney
EVP for Finance and Administration

Appendix B
Teach-Out Agreement

APPENDIX B

TEACH-OUT AGREEMENT

THIS TEACH-OUT AGREEMENT (the “Agreement”) is dated as of the 14th day of June 2023 and entered into by and between THE TRUSTEES OF INDIANA UNIVERSITY (“IU”) and THE TRUSTEES OF PURDUE UNIVERSITY (“Purdue” and, with IU, collectively, the “Universities,” and each individually a “University”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Program Transfer Agreement (as defined below) or in the Realignment Plan referenced therein.

WHEREAS, on the date hereof, the Parties have entered into a Program Transfer Agreement, to which this Agreement serves as an Appendix (the “Program Transfer Agreement”);

WHEREAS, Universities desire to maintain the experiences, resources, and support services and to provide an educational program that is of acceptable quality and reasonably similar in content, structure, and scheduling to that promised to the students when they enrolled in Indiana University – Purdue University at Indianapolis (“IUPUI”);

WHEREAS, the Universities desire to set forth their mutual understanding with regard to Teach-Out Planning (as defined below) for students enrolled in Realigned Academic Units.

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Universities agree as follows:

ARTICLE I

TERM OF TEACH-OUT; DEFINITIONS

A. DURATION OF TEACH-OUT. The Teach-Out Period shall begin on the Realignment Effective Date and continue for a period of three (3) years, ending June 30, 2027. Teach-Out students are expected to complete degree program requirements by the end of the Teach-Out Period. Teach-Out Students who do not complete degree requirements in a timely manner will be managed on a case-by-case basis.

B. DEFINITIONS

1. Teach-Out Student. Teach-Out Students (sometimes referred to as “Students”) are (i) Students enrolled in academic degree programs as of July 1, 2024, in the Purdue Realigned Academic Units and the IU Realigned Academic Units; (ii) Transfer Single Articulation Pathways (TSAP) students and Articulation Agreement students who matriculate into the Realigned Academic Units before July 1, 2024; (iii) pre-majors in IUPUI/IUPUI’s University College who satisfy requirements for entry into the Purdue Realigned Academic Programs by July 1, 2024; and (iv) students enrolled in the Master’s in Computer Science program at IUPUI prior to July 1, 2024.

2. Service Courses. The term “Service Courses” shall have the meaning set forth in the Curriculum Offering and Academic Deliver Agreement, Appendix B to the Program Transfer Agreement (sometimes referred to as the “Curriculum Agreement”).

ARTICLE II
TEACH-OUT PLANNING

A. UNDERGRADUATE AND MASTER'S LEVEL TEACH-OUT STRUCTURE.

1. Teach-Out Structure. IU and Purdue have agreed to the general Teach-Out structure outlined in Attachment A. In general, the parties agree that as of the Realignment Effective Date:

- a. Teach-Out Students in academic majors within the Purdue Realigned Academic Units will be enrolled at and considered a student of Purdue. Teach-Out Students in academic majors within the IU Realigned Academic Units will be enrolled at and considered a student of IUI.
- b. Credits earned by Teach-Out Students prior to the Realignment Effective Date will be fully transferable to IU or Purdue, as applicable, based on which school, college or division within an IU Realigned Academic Unit or Purdue Realigned Academic Unit such student enrolls.
- c. Each University shall offer, or cause to be offered, academic courses following the existing degree plan of study, subject to revision by the respective University as they deem necessary to better accommodate students and program requirements.
- d. Each University will provide registration, enrollment, and billing services for its Teach-Out Students.
- e. Each University shall provide its Teach-Out Students with academic advising, administrative, and student support services customarily provided to applicants and matriculants to comparable programs within their respective Realigned Academic Units and in accordance with the respective University's policies and procedures, subject to timely payment of tuition and fees by such students and in accordance with the applicable Teach Out Plan.
- f. To the extent required by accrediting bodies, governmental agencies, or other third parties, the Universities agree that they will cooperate on the creation of more specific teach out plans, which may include course mapping and curriculum descriptions for specific academic majors.

2. Service Courses for Teach-Out Students. Service Courses provided to Teach-Out Students shall be offered in accordance with the Curriculum Agreement.

3. Non-Academic Services for Teach-Out Students. Each University shall offer non-academic services to its Teach-Out Students; provided however, Purdue may elect to purchase non-academic services from IUI, consistent with the Services Agreement.

B. DOCTORAL STUDENTS. All doctoral students will follow the faculty to the institution except where IU is not approved by the State of Indiana to offer such a degree. If IU is not approved, then the student's primary IU faculty member advisor shall serve as a Purdue adjunct faculty member for purposes of support of the student.

C. STUDENT RECORDS. IU shall obtain a student records authorization from each Teach-Out Student in a Purdue Realigned Academic Unit permitting the timely transfer of all appropriate records to Purdue to facilitate the transitions reflected in the Teach-Out Plans.

This will include documents certifying that the student is in good academic standing and meets applicable conduct and technical standards, as well as student admission records, academic conduct records and financial records.

- D. COLLABORATION.** During the term of this Agreement, the Universities will collaborate to ensure that students subject to the Teach-Out Plans are afforded a seamless academic experience, with the ability to complete academic coursework to meet the program requirements in the Realigned Academic Unit. The Universities will, in consultation with each other, schedule opportunities for Teach-Out students to familiarize themselves with the Teach-Out Plans.
- E. REGULATORY APPROVALS.** The Parties will use best efforts to obtain all necessary regulatory approvals, including any required by the Higher Learning Commission, the Indiana Commission for Higher Education, and/or the U.S. Department of Education.

ARTICLE III **DEGREE COMPLETION AND GRADUATION**

- A. CHOICE OF DEGREE FOR STUDENTS FOR CERTAIN IU ACADEMIC PROGRAMS.** Teach-Out Students enrolled prior to fall 2024 within Indiana Realigned Academic Units will have the option of completing either an IU or Purdue degree pursuant to Exhibit A. Such Teach-Out Students must make such election by November 29, 2024, in accordance with the Program Transfer Agreement. Any such student who elects to pursue a Purdue degree must have the degree completed by or before Summer of 2027.
- B. CERTIFICATION OF ELIGIBILITY FOR DEGREE CONFERRAL.** Certification of eligibility for Degree Conferral is set forth in Section X.D. of the Program Transfer Agreement.
- C. AWARD OF DEGREES.** Each University will, with respect to qualifying Teach-Out Students, have the authority to make the sole determination as to whether such students have successfully completed the applicable program requirements and met the applicable degree requirements, including, without limitation, satisfaction of tuition and fee obligations in accordance with the University's policies and procedures as they exist from time to time.
- D. DISCLAIMER.** Notwithstanding anything in this Agreement to the contrary, the Universities do not make any representation or guaranty (1) that any student participating in the Teach-Out Plans will graduate, or graduate on the same schedule or at the same time as had been anticipated by the student, or (2) that the educational program to be made available to such student will be identical to the program in which the student was enrolled at IUPUI. The Universities acknowledge and agree that they shall honor to the extent possible students' existing plans of study going forward.

ARTICLE IV
CHARGES AND REIMBURSEMENTS

- A. PROCESS FOR CHARGES AND PAYMENTS.** Charges and payments for Service Courses provided by one University to the other University shall be made in accordance with the respective Curriculum Offering and Academic Delivery Agreement or the Student, Faculty, and Staff Services Agreement, attached to the Program Delivery Agreement as Appendices A and C, respectively.
- B. PAYMENT SATISFACTION REQUIRED.** Students who have not satisfied all financial obligations for prior terms, with the exception of de minimis amounts owed, as of the start of any subsequent term will not be permitted to enroll in a course covered by a Teach-Out Plan for the subsequent term without the consent of the offering University.
- C. FINANCIAL AID COMMITMENTS.** The Universities will honor all financial aid commitments made to Teach-Out Students by IUPUI prior to the Realignment Effective Date on the terms and conditions set for such commitments.

ARTICLE V
POLICIES AND PROCEDURES

- A. ACADEMIC POLICES AND PROCEDURES.** Students participating in any of the Teach-Out Plans shall be subject to the academic policies and procedures of the University in which they are enrolled as a student. The only exceptions are outlined in the Curriculum Agreement with respect to certain General Education or Elective Education courses.
- B. CONDUCT POLICIES.** Students will follow the conduct policies and procedures as outlined in the Student, Faculty, and Staff Services Agreement.
- C. MODIFICATION.** Notwithstanding any other provision of this Agreement, each University may reasonably modify its policies and procedures as applied to Teach-Out Students if the University determines that the policies and procedures cannot be implemented in accordance the Teach-Out Plans.

ARTICLE VI
GOVERNANCE STRUCTURE

Executive officers from both Purdue and IU will form a governance structure comprising representatives from each institution for the purposes of making implementation decisions through May 31, 2027. This Governance Structure will handle such items as unforeseen and exceptional circumstances and issues requiring coordination and collaboration in support of mission fulfillment for both institutions.

ARTICLE VII
MISCELLANEOUS TERMS AND COVENANTS

The conditions and miscellaneous terms set forth in Articles XI and XII of the Program Transfer Agreement are incorporated herein by reference as though fully set forth herein.

IN WITNESS WHEREOF, each of the undersigned Universities has caused this Teach-Out Agreement to be duly executed by its authorized representatives on the dates set forth below.

Date Executed: _____

The Trustees of Purdue University

By: _____
Mung Chiang
President

Attest:

ss: _____
Cynthia Ream
Corporate Secretary

By: _____
Christopher A. Ruhl
Treasurer and Chief Financial Officer

Date Executed: _____

The Trustees of Indiana University

By: _____
Pamela Whitten
President

Attest:

ss: _____
Andrea Havill
Secretary

By: _____
Dwayne Pinkney
EVP for Finance and Administration

ATTACHMENT A TEACH-OUT STRUCTURE

Purdue Realigned Academic Units

School of Engineering and Technology Programs (B.S. and M.S.) excluding Music and Arts Technology.

- Students become Purdue students on Realignment Effective Date (July 1, 2024).
- Degree plans will follow existing plan of study.
- Registration for courses through Purdue.
- Billed for all courses through Purdue.
- Purdue responsible for academic advising, providing coursework toward degree consistent with the Curriculum Offering and Academic Delivery Agreement (STEM Ed, General Education, and Elective Education courses).
- Co-curricular coursework services to existing students will be provided by Purdue comparable to what students would have received if academic program remained under IUPUI/IU control. Governed by Services Agreement.
- Purdue will honor financial aid commitments made before July 1, 2024, that continue past the Realignment Effective Date.
- Purdue degree conferred.

Computer Science B.S.

- Students become Purdue students on Realignment Effective Date (July 1, 2024).
- Degree plans will follow existing plan of study.
- Registration for courses through Purdue.
- Purdue responsible for academic advising, providing coursework toward degree consistent with the Curriculum Offering and Academic Delivery Agreement (STEM Ed, General Education, and Elective Education courses).
- Co-curricular coursework services to existing students will be provided by Purdue comparable to what students would have received if academic program remained under IUPUI/IU control. Governed by Services Agreement.
- Purdue will honor financial aid commitments made by IUPUI to students that will continue past the Realignment Effective Date.
- Purdue degree conferred.

Indiana Realigned Academic Programs

Music and Arts Technology

- Students remain IUI students.
- Degree plans will follow existing plan of study.
- IUI responsible for academic advising, providing academic coursework toward degree except
 - where there is interest by eligible/qualified students for Elective Education Courses offered by Purdue. Registration, enrollment, billing and offering of Elective

Education Courses will be consistent with the Curriculum Offering and Academic Delivery Agreement.

- IUI degree conferred.

Computer Science M.S.

- Continuing students (admitted prior to July 1, 2024) remain IUI students.
- Degree plans will follow existing plan of study.
- IUI responsible for academic advising and providing academic coursework toward degree except
 - Where there is interest by eligible/qualified students for Elective Education Courses offered by Purdue. Registration, enrollment, billing, and offering of Elective Education Courses will be consistent with the Curriculum Offering and Academic Delivery Agreement.
 - Where IUI requests that Purdue provide instruction in Computer Science on an as-needed-basis, consistent with the Faculty Consortium Agreement.
- Students admitted prior to July 1, 2024, may choose an IU or Purdue degree. Must elect by November 29, 2024.

School of Science Programs except Computer Science.

- Students remain IUI students.
- Degree plans will follow existing plan of study.
- IUI responsible for academic advising and providing academic coursework toward degree except
 - where there is interest by eligible/qualified students for Elective Education Courses offered by Purdue. Registration, enrollment, billing, and offering of Elective Education Courses will be consistent with the Curriculum Offering and Academic Delivery Agreement.
- Students admitted prior to July 1, 2024, may choose an IU or Purdue degree. Must elect by November 29, 2024.

Parties to work collaboratively to support academic advising and academic support services for these students.

Appendix C

Student, Faculty and Staff Services Agreement

APPENDIX C

STUDENT, FACULTY AND STAFF SERVICES AGREEMENT

THIS STUDENT, FACULTY AND STAFF SERVICES AGREEMENT (the “Agreement”) is dated as of the 14th day of June 2023 and entered into by and between THE TRUSTEES OF INDIANA UNIVERSITY (“IU”) and THE TRUSTEES OF PURDUE UNIVERSITY (“Purdue”) and, with IU, collectively the “Parties” or the “Universities,” and each individually a “Party” or a “University”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Program Transfer Agreement (as defined below) or in the Realignment Agreement referenced therein.

WHEREAS, on the date hereof, the Parties have entered into a Program Transfer Agreement, to which this Agreement is an Appendix (the “Program Transfer Agreement”); and

WHEREAS, the close geographic proximity of the IU-Indianapolis and Purdue-Indianapolis campuses, the teach-out of students in Purdue Realigned Academic Units, and the ongoing needs of both IU and Purdue for successful implementation of the planned realignment, operational collaboration is necessary to provide continued high-quality services to students, faculty, and staff of both Universities; and

WHEREAS, through the Original Agreement IU was given responsibility for management of the legacy IUPUI campus and as such developed infrastructure and systems to support student academic, co-curricular, and extra-curricular activities for IUPUI students and support systems for faculty and staff; all of which will continue for IU-Indianapolis students, faculty and staff, IU has agreed to offer Purdue certain services as more fully set forth below,

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I **OPERATIONAL COLLABORATION**

A. GENERAL PRINCIPLES OF OPERATIONAL COLLABORATION. Consistent with the Program Transfer Agreement, specifically Section B of Article X, the Parties agree to cooperate and collaborate on development and refinement of services to be offered to Purdue and IUI students, faculty, and staff to fulfill the objectives of this Agreement, the Program Transfer Agreement, and any Ancillary Agreements. To the extent applicable, any memoranda of understanding, consortium agreements, or other such practices or procedures may be set forth and be maintained in the Shared Campus Operations Manual contemplated by Section B.3 of Article X.

B. COLLABORATION ON SERVICES. The parties agree to the following collaborative relationships between the respective operational units, with additional details, practices, protocols, and implementation plans to be developed during the Transition Year for implementation on or before the Realignment Effective Date.

1. **Identity Management.** Each University shall cooperate in the development of policies and procedures to ensure the issuance of any credentials to the other University’s students,

faculty, and staff that may be required for participation in the services contemplated herein. In each case, credentials will be issued in the same manner and on the same terms and conditions as the credentialing University issues such items to its own faculty, staff, and students.

2. Financial Aid. Subject to Section A.2 of Article II, the parties shall execute a consortium agreement to recognize the responsibilities of the home and host institutions for financial aid purposes. Furthermore, the parties shall cooperate to amend the respective Department of Education's Financial Aid Program Participation Agreement, as necessary to reflect the terms of the Program Transfer Agreement.

3. Information Technology.

a. General Access. Purdue and IUI students, faculty and staff enrolled or employed at the Indianapolis Campuses shall have access to and the ability to utilize IU or Purdue computer labs and related technology on the same terms, conditions, and criteria. Each University, in the buildings under its operational control, shall provide network access to the other University's students, faculty and staff as required to access information resources and information technology support services. Both Universities will make best faith efforts to connect students, faculty, and staff to the appropriate information technology support resources between the institutions.

b. Cybersecurity. Both Universities shall abide by their respective University Security Standards and Policies regarding operating IT systems and networks. Each University will handle Incident Response and Vulnerability Management for its respective systems. Each University will share threat intelligence with the other University related to the Indianapolis campus that may have an impact on operations on the Indianapolis Campuses.

4. Emergency Reporting. No later than January 31, 2024, the parties will develop practices and procedures for emergency reporting and response to be memorialized and maintained for mutual reference. Such instrument may be considered part of the Shared Operations Manual, as may be appropriate.

5. Student Disability Services and Accommodations. Notwithstanding the general principle that each University will be responsible for the administration of student disability services as set forth in Section A.4 of Article II, each University agrees to honor the determination of reasonable accommodation for the students of the other University and to exchange any necessary information in accordance with applicable law.

6. Other Student Support Programs.

a. Veteran's Services. Both Universities agree to cooperate to ensure that GI Bill-eligible students from one University taking Service Courses (as defined in the Curriculum Agreement) from the other University are certified for their GI Bill benefits in accordance with applicable law.

b. ROTC. Both Universities agree to collaborate on options for Purdue students to participate in ROTC programs.

7. Student Conduct. Notwithstanding the general principle that each University is responsible for the administration of student conduct related policies as set forth in Section A.8 of Article II, the parties will develop and memorialize practices and procedures outlining roles and responsibilities in the investigation and resolution of student conduct matters that may impact the other party, its students, faculty, or staff, reporting processes, involvement of IUI and Purdue public safety officials, sharing of data for reporting purposes, and other topics as deemed necessary by the parties. Such instrument may be considered part of the Shared Operations Manual as may be appropriate.

8. Academic Misconduct. Notwithstanding the general principle that each University is responsible for the administration of academic misconduct policies as set forth in Section 8 of Article II, instances of academic misconduct will be reported to the student's home institution, which may implement additional sanctions in accordance with that University's policies on academic misconduct.

9. Sexual Misconduct. Notwithstanding the general principle that each University is responsible for the determination of allegations of sexual harassment or sexual misconduct, the parties will develop and memorialize practices and procedures outlining roles and responsibilities in the investigation and resolution of sexual misconduct matters that may impact the other party, its students, faculty, or staff, reporting processes, involvement of IUI and Purdue public safety officials, sharing of data for reporting purposes, and other topics as deemed necessary by the parties. Such instrument may be considered part of the Shared Operations Manual as may be appropriate.

10. Avoidance of Duplicative Processes. When applicable and to the greatest extent possible, the Deans of Students of each institution will collaborate to ensure that disciplinary actions are carried out efficiently and do not result in duplicative processes.

11. Student Orientation. The Universities agree to collaborate closely on orientation planning, including scheduling. Purdue may reserve and utilize IUI facilities and other academic or non-academic spaces consistent with Article VI. To the extent Purdue student orientation precedes the Realignment Effective Date, Purdue shall have the option to reserve IU-Indianapolis campus spaces and host orientation.

12. Career Services. While each University will not be required to provide students at the other University with career services, the Universities agree to make any general information and materials regarding career services or career counseling available to all students.

13. Human Resources. Notwithstanding the general principle that each University is responsible for administration of employee benefits, employee relations, and other employment matters, the Universities may collaborate, on a case-by-case basis, on single-source employee training to the extent that it meets each University's requirements.

C. DATA SHARING. Because of the close collaboration necessary for implementation of the Services to Purdue and IUI students, the parties agree to enter into any data sharing agreements that

may be necessary and appropriate as soon as practicable after the effective date of this Agreement to allow for planning and discussion during the Transition Year.

D. OTHER AREAS OF COLLABORATION. The Parties agree that to the extent there are other areas of collaboration that arise during the Transition Year or the Term of this Agreement, the Parties will develop such practices and procedures as necessary to memorialize the collaboration.

ARTICLE II **OBLIGATIONS OF PARTIES**

A. OBLIGATIONS OF BOTH UNIVERSITIES

1. Student Orientation. Each University shall provide student orientation services to its own students, with collaboration between the parties.
2. Financial Aid. Each University shall be responsible for all financial aid processing for its students, including all federal, state, and institutional regulatory requirements.
3. Information Technology. Each University shall provide server management, management of university-owned endpoints, application development and administration, and other services to its students, faculty, and staff. Each University shall be responsible for costs to support its initiatives or requirements of its students, faculty, and staff.
4. Student Disability Services. Each University will provide disability student services for its own students, and each University will make determinations about student disability accommodations on its campus.
5. Student Counseling and Case Management Services. Each University shall provide counseling services to its students and each University's Dean of Students' Office will provide case management and any other behavioral management services to its students.
6. Advising. Each University will provide academic advising for its students, which will be provided by advisors whose credentials align with professional standards. IU will share all prior advising documentation for Teach-Out Students, whose advising will transition to Boiler Connect as of the Realignment Effective Date.
7. Other Student Support Programs.
 - a. 21st Century Scholars Program. Each University will provide support and counseling for its 21st Century Scholars students; provided, however, that during the Transition Year, the 21st Century Scholar students who are participating in the Teach-Out may opt to participate in IUI 21st Century Scholar support services for the purpose of maintaining established advising and support relationships. As of the Realignment Effective Date, Purdue will be responsible for all packaging of financial aid for Purdue-enrolled 21st Century Scholars.
 - b. Veteran's Services. Each University shall be responsible for obtaining any approvals for its programs by the Indiana State Approving Agency for the GI Bill as

well as any necessary approvals needed for military education benefits. Each University shall be responsible for all GI Bill processing for its eligible students enrolled at the respective Indianapolis Campuses. Each University shall be responsible for recruiting, hiring, and training the point(s) of contact for its veteran, activity military or other GI Bill-eligible students.

8. Student Conduct, Academic Misconduct and Sexual Misconduct. Each University shall administer its own student conduct, sexual misconduct, and academic misconduct policies for students enrolled in its courses or programs and employees, with development on collaborative practices and procedures as set forth in Article I.

9. Career Services. Each University will provide or offer career services to its students.

10. Human Resources. Each University shall provide Human Resources services to their respective faculty and staff consistent with that University's policies and procedures.

B. ADDITIONAL PURDUE OBLIGATIONS. Purdue will provide the following services to Purdue students, faculty, and staff.

1. Federal TRIO Programs. As of the Realignment Effective Date, Purdue is responsible for support of Purdue students enrolled in a Purdue Realigned Academic Unit and participating in a federal TRIO program.

2. Pre-Professional Student Organizations. As of the Realignment Effective Date, Purdue will be responsible for the administration and financial support of pre-professional student organizations related to a Purdue Realigned Academic Unit.

3. Employment-Based Visa/Permanent Resident Services. Purdue will be responsible for immigration services for employees transferred to Purdue beginning on the Realignment Effective Date. During the Transition Year, the Parties will use best efforts to transfer employment-based sponsorship of such employees to Purdue.

4. Supplemental Instruction/Teaching Assistants. Purdue may provide supplemental instruction services for Purdue students, including Purdue-employed teaching assistants in STEM and General Education Courses that utilize the Faculty Consortium.

ARTICLE III **STUDENT HOUSING AND DINING**

A. STUDENT HOUSING

1. Access to Student Housing. Beginning in the 2024-2025 academic year, IU will provide student housing to Purdue students in the residence hall known as North Hall, located at 820 W. North Street, Indianapolis, Indiana. Purdue students shall occupy approximately two-thirds (2/3) of the available room assignments in North Hall, with IUI students to occupy the remaining one-third (1/3) of room assignments. Generally, Purdue students will be housed on Purdue floors and IUI students will be housed on IUI floors. The parties agree to work collaboratively to identify specific room allocations for each University on an annual basis. To

the extent necessary or desired, the Parties may agree to modify the occupancy plan in this section.

2. North Hall Housing Rates. Housing rates for North Hall will be determined by IU and will be consistent for all students residing in North Hall. The parties will work collaboratively to develop a housing payment system that provides a seamless experience for both Purdue and IUI students.

3. General Operation and Maintenance of North Hall. IU will retain responsibility for general operation and maintenance of North Hall to include cleaning and general maintenance of common areas.

4. Residential Life Services. During the Transition Year, both parties will use best efforts to develop a residential life services plan for North Hall that encompasses Purdue residential life learning communities and allows for a seamless Purdue experience for Purdue student residents. Such a plan will include Purdue residential life staff integrated into the administration of residential life services and development and implementation of operational protocols for consistency in building administration.

5. Post-Realignment Housing Strategy. IU and Purdue agree to cooperate in the development of a post-realignment on-campus housing strategy that meets the growth needs of both institutions while maintaining the affordability of current housing options for students.

B. DINING. Purdue student residents at North Hall shall participate in a dining plan to be offered by Purdue and consistent with IUI dining plan options. Dining facilities, which are managed by IUP's third-party provider, will be accessible to Purdue students at the same rate and in the same manner as available to IUI students.

C. NORTH HALL OPTION TO PURCHASE. IU will provide Purdue with a written Option to Purchase North Hall by July 1, 2023. Such Option to Purchase shall set forth the terms and conditions of such an option.

ARTICLE IV **CONTINUING AND EXCLUSIVE SERVICES**

A. EXCLUSIVITY. Purdue agrees to purchase and IU will provide the services listed below (collectively known as the "Exclusive Services") on the terms and conditions set forth below. Purdue agrees that for the term of this Services Agreement, Purdue will not provide the Exclusive Services to Purdue students, faculty, and staff on the Purdue-Indianapolis campus except provided herein.

1. Public and Environmental Safety.

a. Public Safety. IU will provide public safety services to the Purdue Leased Facilities and Purdue faculty, staff, and students in the same manner and at the same service level as is provided to IU facilities and IU faculty, staff, and students. The Parties will develop and memorialize the practices and procedures for coordination, reporting, and investigation of criminal activity, misconduct, and other items for which

public safety services are rendered and which impact the Purdue-Indianapolis campus, its students, faculty, and staff. Such instrument may be considered part of the Shared Operations Manual, as may be appropriate.

b. Environmental Health and Safety. Except as provided herein, IU will provide environmental safety services, which are defined as the functions related to applicable environmental regulations to the real property that is the subject of the Lease Agreements (“Leased Property”), in a manner consistent with those offered to IUI constituencies. Purdue will retain control of occupational safety compliance for Purdue employees. In the event Purdue engages in future activities that will involve the development and management of a radiation or laser safety compliance program in or on the Leased Property, Purdue will notify IU of its plans and the Parties will work together to determine the division of responsibilities. Notwithstanding anything in the foregoing or in the Program Transfer Agreement or the Ancillary Agreements, in the event Purdue builds or otherwise operates a facility other than the real estate that is the subject of the Lease Agreements, Purdue may offer environmental health and safety services to that facility.

c. Consistent with Section X.B. of Article II of the Program Transfer Agreement, the Parties will develop and memorialize the practices and procedures for coordination, reporting, and investigation of criminal activity, misconduct, and other items for which public safety services are rendered and which impact the Purdue-Indianapolis campus, its students, faculty, and staff. Such an instrument may be considered part of the Shared Operations Manual, as may be appropriate, and will be reviewed annually by the parties or as frequently as necessary.

d. Public and Environmental Safety Costs. The determination of Service Fees for public and environmental safety shall follow the process set forth in Article VII.

2. Student Health Services. IU will provide Purdue students access to and the ability to utilize IUI health services, including access to campus health center locations at the same rate and on the same terms, conditions, and criteria as available to IUI students. Payment will be made directly by Purdue students and Purdue will not be responsible for collection of student health services fees.

3. Parking and Transportation.

a. Parking Passes and Access. IU will provide Purdue students, faculty and staff enrolled or employed at the Indianapolis Campuses access to the parking lots and parking garages controlled by IU on the IU-Indianapolis Campus at the same rate and on the same terms, conditions, and criteria as available to the IUI students, faculty, and staff, including purchase of parking passes. Payment will be made directly by Purdue students and Purdue will not be responsible for collection of parking fees. The parties will work together to identify the mechanism for payment of parking fees by Purdue faculty and staff. Purdue and IUI students, faculty and staff utilizing such parking lots and garages shall be advised by Purdue that they are subject to the same rules, management, restrictions, and registration criteria as IUI students, faculty, and staff.

- b. Transportation Access. Purdue students, faculty, and staff access to transportation services at the same rate and on the same terms, conditions, and criteria as available to IUI students, faculty, and staff.

ARTICLE V **OPTIONAL SERVICES**

A. OPTIONAL SERVICES.

Purdue has the option but not the obligation to purchase, in whole or in part, and IU will provide certain services (collectively known as the “Optional Services”) on the terms and conditions set forth below. The charge for each Optional Service shall be provided by IU and the payment for those Optional Services that Purdue elects shall be made as set forth in Article VII.

1. Access to Library Services. If elected by Purdue, Purdue students, faculty and staff shall have access to and the ability to utilize the IUI library located on the IU-Indianapolis Campus on the same terms, conditions, and criteria as available to IUI students, faculty, and staff; provided, however, Purdue students, faculty, and staff will access electronic library resources through the Purdue West Lafayette library and may utilize physical library resources using the Purdue interlibrary loan process. Purdue and IU students, faculty and staff utilizing the library on the Indianapolis campus shall be subject to the same rules, management, restrictions, and registration criteria as required of IUI students, faculty, and staff.
2. Campus Bookstore. IUI will maintain its bookstore contract with a vendor for the operation of a bookstore on the IU Indianapolis Campus. Notwithstanding the services and activities offered by IUI to Purdue students under this Agreement, IUI shall not be required to amend its contract to provide any textbooks, supplies, technology, apparel, or accessories specific to any Purdue-delivered course, program, degree, or department. In the event Purdue requires a bookstore presence, Purdue and IU will discuss potential bookstore options, and Purdue shall make its own arrangements with a bookstore vendor.
3. Athletic Events, Campus-Wide Events, and Recreational Activities. If elected by Purdue, Purdue students, faculty, and staff enrolled or employed at the Purdue Indianapolis Campus will be eligible to attend athletic events, participate in IU-Indianapolis campus-wide events, and have access to all recreational activities and facilities on the same terms, conditions, and criteria as IUI students, faculty, and staff. This access includes access to the Recreation Center, Natatorium and NIFS facilities.
4. Academic Support Resources. If elected by Purdue, Purdue students will be eligible to utilize IU Academic Support Resources for undergraduate students through IU’s Bepko Learning Center, the Math & Statistics Assistance Center, Writing Center, and Speaker’s Lab on the same terms, conditions, and criteria as IUI students.
5. Testing. If elected by Purdue, Purdue students and applicants may utilize IU Testing Center Services on the same terms, conditions, and criteria as IUI students.

6. Transfer, Adult, and Commuter Services. If elected by Purdue, Purdue undergraduate Teach-Out Students, as defined by the Teach Out Agreement, may continue to access advising and coaching services provided by the Center for Transfer and Adult Students.

7. Technology Support Services. If elected by Purdue, Purdue students, faculty, and staff shall have access to IU on-campus technology help desk support resources.

8. Faculty and Staff Health and Wellness Services. If elected by Purdue, Purdue faculty and staff employed at the Purdue-Indianapolis Campus shall have access to and the ability to utilize health and wellness services and programming on the same terms, conditions, and criteria as offered to IUI employees, subject to benefit plan limitations.

ARTICLE VI **FACILITIES USE**

A. ACADEMIC AND INSTRUCTIONAL FACILITIES. Purdue shall have the option to utilize IU instructional spaces (classrooms, labs, and other spaces) for an academic term or for periods shorter than an academic term on reasonable terms and conditions, including cost, as may be developed by the parties. IUI will use reasonable efforts to provide instructional spaces for Purdue Service Courses during regular daytime hours.

B. RESEARCH LABS AND HIGH-PERFORMANCE COMPUTING SERVICES. Subject to the terms of the Research Agreement, Purdue shall have the option to utilize IU research labs and high-performance computing services at the same rate, and on the same terms and conditions as IUI faculty, staff, and students.

C. NON-ACADEMIC FACILITIES USE. Purdue and any affiliated organizations, such as student organizations, may reserve non-academic facilities or other spaces, including but not limited to meeting and conference rooms, in IU-Indianapolis facilities or outdoor spaces at the same rate, and on the same terms and conditions as IUI departments and organizations.

D. FACILITIES USE AGREEMENTS. The parties may enter into such use agreements as may be necessary to implement this Article.

ARTICLE VII **PURCHASE AND PAYMENT OF SERVICES**

A. SERVICE FEES.

1. Initial Determination of Services and Fees. For purposes of transition planning, by July 1, 2023, or as soon as practicable thereafter, IU will provide to Purdue with (a) a description and schedule of reasonable, proposed charges for each of the Optional Services (the “Optional Service Fees”) for Academic Year 2024-2025 (b) the reasonable, proposed costs of public and environmental safety services as set forth in Section A.1 of Article IV (the “Safety Service Fee”) and (c) a schedule of any and all proposed direct charges to Purdue students, faculty, and staff associated with the Services. Within 120 days of receipt of the schedule of charges, Purdue will notify IU of the Optional Services it plans to purchase for Academic Year 2024-2025. The parties agree to negotiate in good faith to reach final

agreement on the Optional Service Fees and the Safety Service Fee (“Fees”) for the initial year of this Agreement.

2. Annual Determination of Services and Fees. Beginning January 31, 2025, and on January 31 of each year or as soon as practicable but no later than February 28 thereafter, IU will provide Purdue with (a) a description and schedule of reasonable, proposed charges for Optional Services for the following academic year (b) the reasonable, proposed costs of public and environmental safety services as set forth in Section A.1 of Article IV and (ii) and a schedule of any and all proposed direct charges to Purdue students, faculty, and staff. Within 60 days of receipt of the schedule of charges, Purdue will notify IU of the Optional Services it plans to purchase for the following academic year. The parties agree to negotiate in good faith to reach final agreement on the Fees for the following year.

B. PAYMENT OF SERVICE FEES. Purdue will pay IU the Fees in two equal installments each year, the first within thirty (30) days following the beginning of the Fall Semester, and the second within thirty (30) days following the beginning of the Spring Semester. The parties will use best efforts to coordinate the information necessary to ensure accurate and timely payment of the Fees.

C. PAYMENT FOR FACILITIES USE. Payment for Purdue use of IUI facilities or equipment shall be made consistent with the use agreements executed by the parties.

D. COLLECTION AND REMISSION OF HOUSING AND DINING FEES. The parties agree to develop an implementation plan and enter into such agreements as may be necessary with the intention that Purdue will collect housing and dining fees from Purdue students residing in North Hall and subsequently remit those fees to IU.

E. IU DIRECT CHARGES AND PAYMENTS. IU shall not be responsible for directly assessing, charging or billing any individual Purdue student for the provision of Services, except where the Service is similarly offered to IUI students, faculty, or staff via direct charge. Examples of such direct charges for Services include parking fees and student health service charges. All other such fees and charges arising from a Purdue student’s participation in student services and activities offered and provided by IU at the IU Indianapolis Campus shall be assessed, charged, and collected directly by Purdue.

ARTICLE VIII **TERM**

A. TERM. The initial term of this Agreement shall be 3 years commencing as of July 1, 2024, and shall automatically renew for successive 2-year terms unless and until one University provides at least 1-year advance written notice to the other University of its intention to terminate this Agreement as of the end of the then-current term. The Parties agree that the written notice contemplated by this Section may only be exercised by a University only during a notice window of June 1 – June 30 of each year. Notwithstanding the foregoing, neither party may exercise the termination option until June 1 – June 30, 2028.

ARTICLE IX
MISCELLANEOUS TERMS AND COVENANTS

The conditions and miscellaneous terms set forth in Articles XI and XII of the Program Transfer Agreement are incorporated herein by reference as though fully set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Student Services Agreement for Indiana University-Purdue University Fort Wayne to be duly executed by its authorized representatives on the dates set forth below.

Date Executed: _____

The Trustees of Purdue University

By: _____
Mung Chiang
President

Attest:

ss: _____
Cynthia Ream
Corporate Secretary

By: _____
Christopher A. Ruhl
Treasurer and Chief Financial Officer

Date Executed: _____

The Trustees of Indiana University

By: _____
Pamela Whitten
President

Attest:

ss: _____
Andrea Havill
Secretary

By: _____
Dwane Pinkney
EVP for Finance and Administration

Appendix D-1

Ground Lease

GROUND LEASE

THIS GROUND LEASE (this “*Lease*”) is made and entered into as of July 1, 2023 (the “*Effective Date*”), by and between THE TRUSTEES OF INDIANA UNIVERSITY (the “*IU*”) and THE TRUSTEES OF PURDUE UNIVERSITY (“*Purdue*”) (IU and Purdue are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”) under the following circumstances:

WHEREAS, on December 1, 1970, IU and Purdue entered into an agreement for the operation of a shared campus in Indianapolis under the name Indiana University – Purdue University at Indianapolis (“*IUPUI*”) pursuant to a directive from the General Assembly to “work toward the unification of the Indianapolis Campuses of these two universities” (the “*Original Agreement*”); and

WHEREAS, pursuant to the Original Agreement IU was designated as the responsible institution with power, authority, and responsibility for managing and operating IUPUI for the benefit of IU and Purdue, and the Parties were assigned specific academic, research and public service missions—it being the expectation that the Parties could modify their initial mission assignments from time to time; and

WHEREAS, the Parties have determined that it is in the interests of both Parties to work toward a plan of realignment (the “*Realignment Agreement*”) for IUPUI as contemplated by the Parties in the Memorandum of Understanding Between the Trustees of Indiana University and Purdue University Concerning Indiana University – Purdue University at Indianapolis dated as of August 12, 2022 (the “*MOU*”); and

WHEREAS, a critical component of the MOU and Realignment Plan is the lease by IU to Purdue of the real estate and facilities comprising the portion of the IUPUI Campus (as herein defined) that will be used for the Purdue Realigned Academic Units as defined in the MOU; and

WHEREAS, in furtherance thereof IU desires to lease to Purdue, and Purdue desires to lease from IU, certain real estate located upon the IUPUI Campus as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “*Leased Premises*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IU and Purdue agree as follows:

ARTICLE I

RECITALS; DEFINITIONS

Section 1.01 Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Section 1.01.

Section 1.02 Definitions. For all purposes of this Agreement and all exhibits and schedules to this Agreement, except as otherwise expressly provided, the following terms shall have the meanings assigned to them in this Section or in the Section referenced after such term:

“**Effective Date**” has the meaning set forth in the introductory paragraph of this Agreement.

“**Event of Default**” has the meaning set forth in Section 9.01 of this Lease.

“**Higher Education Purposes**” shall mean and refer to academic pursuits, research, housing for students, student services, and potential campus amenities for faculty, staff, or students.

“**Interest Rate**” shall mean the amount of interest payable by IU to Purdue or Purdue to IU under this Lease, which interest shall be paid at an annual rate equal to eight percent (8%).

“**IU**” means the Trustees of Indiana University, its successors and assigns.

“**IUPUI Campus**” shall mean the real estate comprising the shared campus described in the Original Agreement.

“**Lease**” means this Ground Lease, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

“**Leased Premises**” has the meaning set forth in the recitals to this Lease; provided, however, that until such time as the STT Building and the Purdue Development Parcel (as defined in the Sublease) has been incorporated into the definition of the Leased Premises, the Parties acknowledge and agree, after taking into account the effect of this Lease and the Sublease, that Purdue’s rights and obligations with respect to the Leased Premises shall be limited to those portions of the IUPUI Campus located beneath the sidewalks located within the boundaries of the Leased Premises.

“**Lease Term**” shall have the meaning set forth in Section 2.02 of this Lease and, as the context may require, shall include the Extended Term.

“**New Improvements**” has the meaning set forth in Section 3.01 of this Lease.

“**O&M Expenses**” has the meaning set forth in Section 6.03 of this Lease.

“**Parking Facilities**” shall mean the Parking Structures and Surface Parking Lots.

“**Parking Structures**” mean the parking structures described on **Exhibit B**.

“**Permitted Delays**” has the meaning set forth in Section 14.01 of this Lease.

“**Purdue**” means The Trustees of Purdue University, its successors and assigns.

“**Purdue’s Property**” shall mean all personal property, furnishings, machinery, trade fixtures, equipment, proprietary software, colored wall tile or floor tile and improvements (trade or otherwise) which Purdue installs or has installed in the Leased Premises.

“**Real Estate Taxes**” means and includes such installments of *ad valorem* real property taxes and assessments levied upon or with respect to Leased Premises, including land and New Improvements and all use, impact and related fees or costs associated therewith, which become due and payable during the Lease Term.

“**STT Building**” means and includes the real estate and improvements depicted on Exhibit C, which shall not be included in the definition of the Leased Premises until the conditions contained in Section 2.01(b) have been satisfied.

“**Sublease**” means that certain Sublease entered into by and between Purdue and IU contemporaneously herewith.

“**Surface Parking Lots**” shall mean and include the parking areas located on the Leased Premises, as depicted on Exhibit D.

ARTICLE II

GRANT AND TERM OF LEASE

Section 2.01 Leased Premises.

a. For and in consideration of the terms and conditions hereinafter stated, IU hereby leases to Purdue and Purdue hereby leases from IU the Leased Premises, together with all rights, privileges, and appurtenances attaching to or belonging to the Leased Premises and all other rights, title, interest and estates, if any, of IU, and subject to all encumbrances, rights-of-way, easements, restrictions, limitations, covenants and other matters of record. Purdue hereby accepts the Leased Premises in its present condition “**AS IS**” with all faults and without representation or warranty from IU of any kind or nature, expressed or implied, including any implied warranty of fitness for a particular purpose, other than as set forth in Section 2.03 and Section 11.01(d) below. Purdue shall have the right to use any and all appurtenances and easements benefiting the Leased Premises. Notwithstanding the above, this Lease does not grant Purdue any rights to the existing improvements on the Leased Premises such as the Parking Facilities, the STT Building, and fiber optic cable lines.

b. The Parties acknowledge and agree that the STT Building shall be excluded from the definition of the Leased Premises until such time as (i) the underlying lease of the STT Building between IU and Sigma Theta Tau International, Honor Society of Nursing, Inc., formerly known as Sigma Theta Tau International Honor Society of Nursing, Inc., has expired or terminated in accordance with its terms; (ii) the Parties have agreed upon the fair market value of the STT Building; and (iii) the Parties have executed an amendment to this Lease, which amendment shall include a description of the STT Building and corresponding land to be included in the definition

of the Leased Premises and sets forth such other matters as the Parties may reasonably require so long as such requirements are consistent with the terms of this Lease.

Section 2.02 Lease Term. The term of this Lease (the “**Lease Term**”) shall be one hundred (100) years, commencing on July 1, 2023 (the “**Commencement Date**”) and expiring on June 30, 2123 (the “**Expiration Date**”), unless earlier terminated as set forth herein.

Section 2.03 Covenants of Title and Quiet Enjoyment. IU represents and warrants to Purdue that IU has good and marketable fee simple title to the Leased Premises. IU covenants and agrees that so long as no Event of Default is continuing (and subject to the other terms and conditions of this Lease), Purdue shall have peaceful and quiet enjoyment of the Leased Premises during the Lease Term.

Section 2.04 Option to Renew. Provided that no uncured material Event of Default (as herein defined) exists at the expiration of the Lease Term (which Event of Default shall be limited to circumstances arising from the action or inaction of Purdue hereunder) and that Purdue continues to use the Leased Premises for Higher Education Purposes (as herein defined), this Lease shall automatically renew for an additional term of fifty (50) years (the “**Extended Term**”). The Extended Term of the Lease, if any, shall be governed by the terms and conditions contained herein.

Section 2.05 Surrender of Leased Premises. Upon the termination of this Lease, Purdue shall surrender the Leased Premises to IU, including the land and all improvements, in broom-clean and in good order and condition, ordinary wear and tear excepted, along with all keys and alarm codes for the Leased Premises (if any), free and clear of all liens and encumbrances whatsoever, except for encumbrances, restrictions, or reservations existing on the Commencement Date or thereafter caused by, or consented to by, IU to exist past the termination of this Lease. In the event that Purdue holds over under this Lease (i.e., fails to surrender the Leased Premises upon the expiration or termination of this Lease), Purdue shall pay IU a sum equal to One Hundred Twenty-Five Percent (125%) of the fair market rental value of the Leased Premises as reasonably determined by IU, plus all other amounts which Purdue would have been required to pay hereunder had this Lease been in effect (the “**Holdover Rent**”). Holdover Rent for any partial calendar month shall be computed on a daily basis to reflect the actual number of days in said partial month at an amount equal to one-three hundred sixty-fifths (1/365th) of the annual Holdover Rent for each day of said partial month.

If Purdue holds over without IU’s written consent for a period in excess of thirty (30) days without any action from IU to dispossess Purdue, Purdue shall be deemed to occupy the Leased Premises as a tenant at sufferance at the Holdover Rent, and all other terms and provisions of this Lease shall be applicable to such period. At any time, either Party may terminate such tenancy upon written notice delivered to the other Party at least ten (10) days in advance. Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that any New Improvements remaining on the Leased Premises as of the expiration or termination of this Lease shall become the property of IU. Purdue covenants and agrees to execute any such additional documents or instruments of transfer as may be reasonably requested by IU to memorialize the

conveyance of such New Improvements from Purdue to IU, including without limitation such quitclaim deeds and/or bills of sale as may be reasonably requested by IU.

Section 2.06. Common Areas. Purdue and IU hereby grant to one another and to their respective lessees, invitees, agents and representatives the reciprocal easement and right to utilize the common entranceways, driveways, walkways, entrances, stairways, elevators, landings and other common areas within the Leased Premises which are designed for (i) public use and (ii) ingress and egress to and from the Leased Premises to the public right of ways adjacent to the Leased Premises (the “*Common Areas*”).

Section 2.07. Ownership and Removal of Improvements, Fixtures, Equipment and Furnishings. Until or upon the termination or expiration of the Lease Term, Purdue may remove Purdue's Property from the Leased Premises no later than the termination or expiration date of the Lease Term. Notwithstanding the foregoing, in no event shall Purdue be required or permitted to remove any restroom fixtures, flooring, ceilings, walls or utility or electrical components located inside the walls nor any portions of the HVAC system(s).

ARTICLE III

CONSTRUCTION

Section 3.01. Construction Rights of Purdue. Subject to the rights and obligations contained in the Sublease, Purdue shall have the right, exercisable in its sole judgment and discretion, to develop the Leased Premises with building improvements and other structures in furtherance of its Higher Education Purposes (the “*New Improvements*”). Such right shall include, without limitation, the right, on the Leased Premises, to demolish existing Parking Facilities (subject to the requirements below), construct New Improvements, obtain financing for such construction, install identification and wayfinding signage, and work directly with the City of Indianapolis and private stakeholders on planning, zoning, and land use entitlements; provided, however, that in the event Purdue demolishes any existing Parking Structure in connection with proposed New Improvements, Purdue shall promptly replace the lost parking spaces in like form and shall include the planning and replacement of parking spaces as part of any New Improvements. Notwithstanding the foregoing, removal of any Surface Parking Lots for a Purdue development will not require Purdue to replace parking in like form until more than eight hundred (800) surface parking spaces have been removed nor will Purdue be required to replace a Parking Structure once it has exceeded its “Useful Life.”; provided, however, that once more than eight hundred (800) surface parking spaces have been removed the Parties shall negotiate in good faith and come to an agreement as to the replacement of any additional surface parking spaces prior to the removal of any such surface parking spaces.

Section 3.02. Joinder. Without limiting IU’s obligations under any other provision of this Lease, IU shall, promptly at Purdue’s request and expense at any time during the Lease Term (and provided that IU thereby assumes no liability or obligation), join in any and all applications for building permits, subdivision plat approvals or certificates of dedication thereon, public works or other agreements and permits for sewer, water or other utility services, other instruments of

dedication or other permits or approvals, the granting of or entry into which by any governmental or quasi-governmental authority having jurisdiction over the Leased Premises is necessary to permit the subdivision, development, improvement, use and occupancy of the Leased Premises for the purposes permitted by this Lease, without violating applicable law. IU shall, at no expense to IU, use its reasonable efforts to cooperate with Purdue in Purdue's efforts to obtain such final approval and recordation.

Section 3.03. Undeveloped Land. If any portion of the Leased Premises is not the subject of an anticipated, specific development under a Purdue-approved master development plan within fifteen (15) years after the Effective Date of this Lease, the Parties acknowledge and agree to enter into good faith discussions regarding such extensions of or revisions to the description of the Leased Premises as may be reasonably necessary to accommodate use of the Leased Premises for Higher Education Purposes. In the event that Purdue abandons the Leased Premises or otherwise desires to pursue plans that are inconsistent with the Higher Education Purposes, then IU shall have first rights to use the Leased Premises.

ARTICLE IV

RENT AND EXPENSES

Section 4.01 Rent. Rent shall be Two Dollars (\$2.00) per year. Rent, together with Purdue's share of the O&M Expenses, shall be paid to in accordance with Sections 4.03 and 6.03.

Section 4.02 Past Due Payments. If any payment required to be made by a Party shall not be paid when due, such unpaid amounts shall bear interest from the due date to the date of payment at the Interest Rate.

Section 4.03 Place of Payments. All payments required to be paid by Purdue to IU shall be delivered to IU on or before Tenth (10th) day of August each year of the Lease Term at its address set forth in Article 14 hereof or as IU may otherwise designate by written notice to Purdue.

Section 4.04 Utilities. As and to the extent offered by IU from time to time to other facilities on the Indianapolis campus, and to the extent permitted by law and agreement, IU agrees to make IU's existing utilities (such being electricity, steam, chilled water and gas, if any) (hereafter "Utility Services") on the Indianapolis campus available to Purdue for the benefit of the Leased Premises (as defined herein), on terms and conditions no less favorable (other than an adjustment for the payment of taxes, if any, required to be paid by IU for such services) than to other similar IU facilities on the Indianapolis campus; provided, that in the event that Purdue shall give notice to IU (as specified below) of its intent not to use one or more of such Utility Services, then from thereafter, IU shall not be obligated to provide such services on any terms to Purdue; and, provided, further, that Purdue shall be obligated to utilize (i) steam and chilled water services offered through IU until the expiration of the current supply contract related to the Indianapolis campus, and (ii) subject to the clause (i) above, such Utility Services until such time as Purdue shall give at least one (1) year's prior notice to IU of its intent to discontinue any such Utility Service; and provided, further, that nothing herein shall require IU to provide any Utility Services

if such would (a) cause IU to be considered a “utility” or “public utility” under applicable Indiana law or (b) cause IU to incur or be exposed to any unexpected material expense, obligation or potential liability by reason of providing such services or by reason of any interruption in, or failure to provide, such services for any reason whatsoever. IU PROVIDES THE UTILITY SERVICES “AS IS” AND MAKES NO WARRANTY OR REPRESENTATION, EXPRESSED OR IMPLIED IN THIS LEASE OR OTHERWISE WITH RESPECT TO ANY SERVICES PROVIDED PURSUANT TO THIS SECTION 4.04 INCLUDING AS TO DESIGN, MERCHANTABILITY, AND FITNESS FOR USE OF ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISK INCIDENT THERETO IS TO BE BORNE SOLELY BY PURDUE. SUCH TERMS HAVE BEEN NEGOTIATED AND BARGAINED FOR BETWEEN THE PARTIES AND ARE INTENDED TO BE A COMPLETE EXCLUSION AND NEGATION OF ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, BY IU UNDER APPLICABLE LAW, NOW OR HEREAFTER IN EFFECT. Subject to the foregoing, Purdue shall be responsible for obtaining all original utility services necessary for the construction and operation of the New Improvements (if any) constructed upon the Leased Premises and shall promptly pay when due all charges for any utility services furnished to such New Improvements during the Lease Term. The Parties agree to reasonably cooperate to cause Utility Services for the New Improvements to be separately metered. Purdue shall, upon request by IU, provide copies or other proof of payment of water and sewer charges or any other utility charges which are lienable against the property. In the event Purdue does not make timely payment of such utility charges, then IU may elect to make payment of such charges and Purdue shall reimburse IU for the utility charges within ten (10) days of notice from IU. The provisions of this Section 4.04 shall survive the expiration or earlier termination of this Lease.

Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that certain terms and provisions concerning the availability and provision of utilities are currently unknown and subject to further investigation and diligence by the Parties. As such, the Parties acknowledge and agree to enter into good faith discussions regarding such availability and provision of utilities, including the reimbursement of costs and expenses incurred in connection with the provision of such Utility Services, as may be reasonably necessary to accommodate use of the Leased Premises for Higher Education Purposes.

Section 4.05. General Provisions. Except as specifically set forth herein to the contrary, all monies payable pursuant to this Lease shall be paid without notice or demand and without relief from valuation and appraisalment.

ARTICLE V

USE OF PREMISES; ALTERATIONS AND IMPROVEMENTS

Section 5.01 Use of Leased Premises. Purdue may use the Leased Premises for the Higher Education Purposes. Purdue shall not commit or allow any waste upon the Leased Premises or use the Leased Premises or permit the Leased Premises to be used in any manner inconsistent with (i) Purdue’s obligations hereunder, or (ii) the operation of the Leased Premises for its intended purpose. The Leased Premises shall not be used for any unlawful purpose, or in any manner creating any nuisance thereon. The Leased Premises shall be used in compliance with all

Restrictions, as herein defined. Purdue shall comply in all respects with all laws, ordinances, rules and regulations applicable to Purdue's operation of the Leased Premises.

Section 5.02 Alterations and Improvements. Subject to any restrictions herein contained, at any time and from time to time during the Lease Term, Purdue may perform such alteration, renovation, repair, refurbishment and other work with regard to the New Improvements as Purdue may elect. The Parties agree to collaborate and cooperate as to the signage located at Michigan St. and West St.

Section 5.03 Compliance with Laws. Purdue and IU shall give prompt notice to the other of any notice it receives of the violation of any and all laws, rules, and/or regulations promulgated by any governmental authority having jurisdiction over the Leased Premises or the appurtenances of any part thereof (collectively, "**Laws**"). Each Party shall also give notice to the other Party of any threatened or actual lawsuit or claim that may be brought against that first Party related to the Leased Premises if such lawsuit or claim has a reasonable likelihood of implicating or impacting that other Party. Purdue at its sole cost and expense, shall comply with, and cause the compliance with, all Laws, including as to the business conducted on the Leased Premises, and the operation, occupancy, maintenance and use of the Leased Premises (except the maintenance conducted by IU pursuant to Section 6.02), whether or not, in any of the foregoing cases, arising out of the use or manner of use thereof.

Section 5.04. Restrictions on Use. Neither Purdue nor IU shall use the Leased Premises, or permit the Leased Premises to be used, for any use which would violate applicable zoning and land use laws and regulations or which would violate any applicable private restrictions or covenants (the "**Restrictions**"). Each Party agrees to discontinue any use of the Leased Premises which is not permitted by the Restrictions immediately upon notice from the other Party. Each Party agrees not to use the Leased Premises in any way that would cause an increase in the amount of insurance premiums paid by the other Party.

ARTICLE VI

MAINTENANCE

Section 6.01 Purdue Maintenance. Throughout the Lease Term, Purdue, at Purdue's sole cost and expense (but subject to Article X), shall maintain, repair and replace the New Improvements (once constructed as permitted pursuant to this Lease and the Sublease) as required to keep the same in good condition and repair and in compliance with all applicable laws, rules, ordinances, orders and regulations of federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction. Purdue may contract with IU with respect to the provision of such maintenance, repair and replacement, and the Parties acknowledge and agree to enter into good faith discussions regarding such availability and provision of such services.

Section 6.02. IU Maintenance. Throughout the Lease Term, IU, at IU's sole cost and expense (but subject to Section 6.03), shall be responsible for all snow and ice removal, landscaping, and for the repair of all accessways, sidewalks, Parking Facilities and related

improvements located within the Leased Premises, the Common Areas, or on any adjacent public right-of-way (but excluding any obligation to maintain the actual roadway pavement or adjacent shoulder for such public right-of-way), to the extent the same is not maintained by another governmental agency or body (exclusive of Purdue). IU shall promptly and diligently repair, restore and replace the Common Areas, as required to maintain or comply above, or to remedy all damage to or destruction of all or any part of the Common Areas which occurs at any time during the Lease Term. The completed work of maintenance, compliance, repair, restoration or replacement shall be equal in value, quality and use to the condition of the Common Areas before the event giving rise to the work, except as expressly provided to the contrary in this Lease. Purdue shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Leased Premises; provided, however, that Purdue reserves the right, in its sole discretion to provide O&M Services (as herein defined) for any New Improvements or any Common Areas located on, in or adjacent to the New Improvements.

Section 6.03. Maintenance Expenses.

a. As the institution responsible for managing and operating the IUPUI Campus, IU will continue to provide operations and maintenance services (“*O&M Services*”) for the Leased Premises. Subject to the maintenance requirements of the Sublease and Purdue’s right and obligation to maintain any New Improvements as provided in Sections 6.01 and 6.02, the O&M Expenses (as herein defined), including real property taxes, for the Leased Premises and any New Improvements shall be Purdue’s responsibility. Within sixty (60) days after the end of each calendar year, IU shall present Purdue with an invoice detailing the O&M Expenses associated with the Leased Premises and Purdue’s proportionate share of the O&M Expenses associated with the Common Areas. Purdue shall reimburse IU for its proportionate share of the O&M Expenses within sixty (60) days after presentation of the invoice.

b. The term “*O&M Expenses*” shall mean those expenses incurred by IU with respect to the operation and maintenance of the Leased Premises, the Common Areas, and improvements thereon, which, in accordance with accepted principles of sound accounting practice as applied to the operation and maintenance of comparable facilities, are properly chargeable to the operation and maintenance of the Leased Premises and the Common Areas, which costs shall include, without limitation: (i) real property taxes and assessments levied against the Leased Premises and/or Common Areas; (ii) non-capital repair and maintenance to the roof, roofing system, exterior walls, foundation, structure, heating, air conditioning, ventilation, electrical, fire sprinkling and plumbing systems of improvements, the common areas, paved areas, Parking Facilities, exterior grounds and landscaping; (iii) reasonable management fees and administrative costs not to exceed fifteen percent (15%) of all other O&M Expenses; (iv) insurance carried by IU relating to the O&M Expenses and the Common Areas; (v) water, sewer and natural gas services; and (vi) other customary charges directly related to the operation and maintenance of the Leased Premises and/or Common Areas.

c. O&M Expenses shall not include: (i) costs of alterations of buildings (ii) costs of capital improvements; (iii) costs of any such maintenance or repairs made necessary by the negligence or willful misconduct of a Party or its employees, agents, or contractors; (iv) costs

of any such maintenance or repairs made necessary by Purdue's construction-related activities on the Leased Premises, such as Purdue's construction of New Improvements; (v) depreciation; and (vi) any cost or expenditure (or portion thereof) for which IU is reimbursed, whether by insurance proceeds or otherwise. In the case of (iii) or (iv) above, the Party causing the need for the maintenance or repairs shall bear the full cost of such maintenance or repairs.

d. Purdue shall permit IU at reasonable times and upon reasonable advance notice to examine the Leased Premises and Common Areas. Notwithstanding the above, the Parties agree that IU shall not be required to provide advance notice to Purdue (i) when providing routine O&M Services on the Leased Premises and Common Areas; or (ii) when entering onto the Leased Premises or the Common Areas for purposes of performing emergency repairs or maintenance. In the course of providing O&M Services, IU is permitted take into and through said Leased Premises and Common Areas all materials required, and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities. IU agrees, however, to use commercially reasonable efforts to carry out O&M Services in a manner to minimize interference with day-to-day operations and use of the Leased Premises and Common Areas. The Parties will work in good faith to try to ensure that any State appropriations that are envisioned to cover the cost of IU's financial responsibility for the accessways, sidewalks, Parking Facilities and related improvements located within the Leased Premises, the Common Areas, or on any adjacent public right-of-way, will be appropriated to IU.

e. It is understood that IU is providing the O&M Services "AS IS" and does not warrant that any of the O&M Services referred to above, or any other services which IU may supply, will be free from interruption. The Parties acknowledge that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of IU. Except for an interruption caused by the gross negligence or willful misconduct of IU, any such interruption or discontinuance of service shall never be deemed a disturbance of Purdue's use and possession of the Leased Premises and/or Common Areas, or any part thereof, or render IU liable to Purdue or any other party for damages, or relieve a Party from performance of that Party's obligations under this Agreement. Purdue shall give IU prompt written notice of any damage to, or defective condition in any part or appurtenance of plumbing, electrical, or other systems serving, located in, or passing through the Leased Premises.

ARTICLE VII

INSURANCE

Section 7.01. Property Insurance. Purdue shall purchase and maintain, at all times during the Lease Term, property insurance for the Leased Premises and New Improvements (once constructed), protecting the same against loss or damage by fire, vandalism, malicious mischief and such other risks as are normally included under "extended coverage" endorsements and perils insured against by "All Risk" coverage, including earthquake and flood, in amounts of not less than 100% of the current replacement cost. All property damage insurance policies carried by the Parties covering the Leased Premises and Common Areas shall name both Parties as co-insureds,

or as additional insureds, and shall expressly waive any right of recovery, claim or cause of action on the part of the insurer against a Party for loss or damage to the other Party, which loss or damage is covered by such insurance.

Section 7.02. Liability Insurance. Each Party shall secure, at its sole expense: (a) commercial general liability insurance with respect to the activities conducted by that Party upon the Leased Premises and/or Common Areas in an amount of Five Million and No/100 Dollars (\$5,000,000.00) combined limits for any injuries, deaths, or property damage sustained as a result of any one accident or occurrence; (b) workers' compensation insurance in amounts required by applicable law; and (c) employer's liability coverage of at least Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence. All commercial general liability insurance policies shall include by endorsement as additional insureds the other Party (or its successors and assignees), its trustees, officers, directors, employees, and agents. The other Party and its designees shall be given at least ten (10) days' advance written notice of any cancellation, termination, material change or lapse of insurance referenced in this section, by the Party that secured that insurance. Each Party shall, upon request, provide the other Party with a certificate of insurance evidencing the Party's insurance. All commercial general liability insurance policies shall be primary and non-contributing with respect to any insurance carried by the other Party.

Section 7.03. Waiver of Subrogation. Each Party releases, and shall cause their contractors to release, the other Party, and their respective authorized representatives, from any claims for damage to any person, or to the Leased Premises or Common Areas, and other improvements located upon the Leased Premises, and to the fixtures, personal property, and equipment in the Leased Premises that are caused by or result from risks insured against or which would be insured against under any fire and extended coverage insurance policies carried, or customarily carried, by the Parties, or by the Parties' contractors, at the time of the damage. Each Party shall cause each insurance policy obtained by that Party, or by that Party's contractor, to provide that the insurance company waives all right of recovery by way of subrogation against the other Party in connection with any damage covered by any such policy.

ARTICLE VIII

CONDEMNATION AND CASUALTY

Section 8.01. Condemnation. If all of the Leased Premises are taken for any public purpose, this Lease shall terminate when possession of the Leased Premises are taken by the applicable condemning authority. In the event of a partial taking of a material portion of the Leased Premises or a partial taking that results in a lack of practical access to the Leased Premises, Purdue shall have the right to terminate this Lease by notice to IU of such election not later than ninety (90) days before the date of such possession and, in the event of such election, this Lease shall terminate when possession of the Leased Premises are taken by the applicable condemning authority. In the event of a partial taking that does not result in the termination of this Lease, this Lease shall terminate as to that portion of the Leased Premises taken as of the date possession is taken by the condemning authority and the rights and obligations of the parties hereunder shall otherwise continue to apply in full force and effect to the remaining portion of the Leased Premises

not taken by the condemning authority, and (a) IU shall be entitled to all condemnation awards applicable to any structures existing as of the Effective Date of this Lease; and (b) Purdue shall be entitled to all condemnation awards applicable to the New Improvements condemned. Each Party agrees to give the other Party prompt notice of any threatened or pending condemnation of any part of the Leased Premises, and each Party having an interest in the subject of the condemnation shall have the right to participate in all proceedings and negotiations with respect thereto. For the purpose of this Article 8, a taking shall include a negotiated sale or lease and transfer of possession to a condemning authority under a bona fide threat of condemnation. If the Leased Premises or any portion thereof is taken temporarily, this Lease shall not terminate and the parties shall mutually agree upon an equitable sharing of any compensation paid by the condemnation authority. Each Party agrees not to use its own condemnation authority to condemn the Leased Premises, any part thereof, or any adjacent property owned by the other Party.

Section 8.02. Casualty. If the sidewalks located on or within the Leased Premises or any portion thereof are partially or totally destroyed by fire or other casualty, then IU may promptly commence with the reconstruction and repair of the sidewalks located on or within the Leased Premises and diligently pursue the same to completion, subject to delays caused by Purdue or by Permitted Delays (as hereinafter defined). IU shall be entitled to use the insurance proceeds to pay for the reconstruction and repair of the sidewalks located on or within the Leased Premises. If any New Improvements constructed upon the Leased Premises are partially or totally destroyed by fire or other casualty, then Purdue shall promptly commence with the reconstruction and repair of the New Improvements and diligently pursue the same to completion, subject to delays caused by IU or by Permitted Delays (as hereinafter defined). Purdue shall be entitled to use the insurance proceeds to pay for the reconstruction and repair of the New Improvements.

ARTICLE IX

DEFAULTS AND REMEDIES

Section 9.01 Default. The occurrence of any one or more of the following events shall be deemed to be an “Event of Default” under this Lease:

(a) the failure of a Party to pay any sum required to be paid under this Lease within ten (10) days after written notice of such failure from a Party entitled to demand such payment;

(b) the failure of a Party to comply with any other covenant or provision of this Lease within thirty (30) days after written notice of such failure from a Party entitled to demand such performance, provided if such failure is not susceptible of being cured within such thirty (30) day period, a Party shall have a reasonable period beyond such thirty (30) day period to effect such cure, so long as such Party commences to cure such failure within such thirty (30) day period and diligently pursues the same to completion and any expenses incurred by the other Party as a result of such failure are paid by the such Party.

Section 9.02 Remedies. When an Event of Default exists, the non-defaulting Party shall have the following remedies, which shall be its sole and exclusive remedies:

(a) following any Event of Default, the non-defaulting Party may perform the covenant of the Party which is in default (entering on the property of the defaulting Party, if necessary) and recover the cost of such performance, including an oversight and administrative fee of fifteen percent (15%) of the cost of the work, from the defaulting Party. The non-defaulting Party's performance of such covenant shall neither subject the non-defaulting Party to liability for any loss, inconvenience or damage to the defaulting Party nor be construed as a waiver of the defaulting Party's default or of any other right or remedy provided for herein respecting such default;

(b) with respect to a default in any payment due from a Party under this Lease, the Party entitled to said payment may bring suit for the collection of any amounts for which the defaulting Party is in default; and/or

(c) following any Event of Default by a defaulting Party, the non-defaulting Party may exercise any other right or remedy at law or in equity, including the right to enjoin the failure to perform, or specifically enforce the performance of, any covenants with respect to which the defaulting Party is in default under this Lease; provided, however, that neither Party shall have the right to terminate this Lease as a result of an uncured Event of Default except as may otherwise be permitted pursuant to Section 2.04.

Interest on any amounts due and owed by Purdue with respect to an Event of Default hereunder shall bear interest at the Interest Rate.

ARTICLE X

ASSIGNMENT AND SUBLETTING

Section 10.01 Assignment. Except as permitted in Section 10.02 below, neither Party may assign or otherwise transfer this Lease without the prior written consent of the other Party, not to be unreasonably withheld, conditioned, or delayed.

Section 10.02. Subleases. IU hereby consents to the subleasing by Purdue of space on or within the Leased Premises for the Higher Education Purposes to various tenants that are not related to Purdue, IU or any of their respective affiliates, as selected by Purdue pursuant to the subleases (and to the re-subleasing of the same space to the same tenants upon termination of any of such subleases or successor subleases) provided in each case that the sublease complies with all applicable requirements, including this Lease. Purdue shall give IU reasonable advance written notice before entering into any sublease of space on or within the Leased Premises.

Section 10.03. Right to Market the Leased Premises. The Parties acknowledge and agree that Purdue is permitted to secure sub-tenants for the Leased Premises so long as such use is in accordance with the Higher Education Purposes, and, as such, shall have the right to market the Leased Premises to other users which may include placing marketing signage on the Leased Premises and creating other marketing material to represent the Leased Premises and the proposed development. Such right to market the Leased Premises shall begin as of the Effective Date and

continue throughout the term of the Lease. If Purdue terminates the Lease, so shall Purdue's right to market the Leased Premises terminate.

ARTICLE XI

REPRESENTATIONS AND WARRANTIES

Section 11.01. Representations and Warranties. Each Party represents and warrants to the other, as of the Effective Date, that:

(a) It has all requisite power and authority to execute and deliver this Lease and all other documents required to be executed and delivered by it pursuant hereto;

(b) This Lease will not violate any statute, ordinance, governmental restriction, regulation or any private restriction or agreement applicable to that Party;

(c) It has not entered into any contract, agreement or option, other than this Lease granting to any party the right to purchase, lease or sublease the Leased Premises;

(d) It has received no written notice from any governmental or regulatory entity in the past twenty-five (25) years concerning any environmental condition, or violation or potential violation of any local, state or federal environmental statute or regulation, existing at or adjacent to the Leased Premises;

(e) It has received no written notice of any administrative agency action, litigation, condemnation or other proceeding of any kind, pending or threatened, that relates to the Leased Premises.

ARTICLE XII

HAZARDOUS MATERIALS

Section 12.01. Environmental Obligations. No Party to this Lease shall store, use, generate, manufacture, dispose, or release any Hazardous Materials on the Leased Premises, except that a Party may store and use Hazardous Materials in nominal amounts as is reasonable, necessary and customary for the uses described herein, so long as such storage and use are in compliance with all applicable laws, rulings, regulations, ordinances and other governmental directives.

Section 12.02. IU's Indemnification. IU shall be responsible for and shall indemnify and defend Purdue from and against any and all losses, claims, demands, actions, suits, damages, expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, reasonable attorneys' fees) which are brought or recoverable against, or suffered or incurred by Purdue or any party related thereto as a result of any storage, use, generation, transport, manufacture, disposal or release of any Hazardous Materials by IU on or adjacent to the Leased Premises and Common Areas (including IU's agents,

employees or contractors), except to the extent caused by the negligence or intentional misconduct of Purdue, its employees, agents or contractors. The obligations of IU under this Section 12.02 shall survive the expiration or any termination of this Lease.

Section 12.03. Purdue's Indemnification. Purdue shall be responsible for and shall indemnify and defend IU from and against any and all losses, claims, demands, actions, suits, damages, expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, reasonable attorneys' fees) which are brought or recoverable against, or suffered or incurred by IU or any party related thereto as a result of any storage, use, generation, transport, manufacture, disposal or release of any Hazardous Materials by Purdue on or adjacent to the Leased Premises and Common Areas (including Purdue's agents, employees or contractors) or which otherwise arises as a result of the construction of any New Improvements, except to the extent caused by the negligence or intentional misconduct of IU, its employees, agents or contractors. The obligations of Purdue under this Section 12.03 shall survive the expiration or any termination of this Lease.

ARTICLE XIII

FINANCING

Section 13.01 Purdue's Mortgage. "***Permitted Mortgage(s)***" means collectively (a) any deed(s) of trust, mortgages, financing leases or other collateral security instruments (including, without limitation, financing statements, security agreements and other documentation required pursuant to the Indiana Uniform Commercial Code, and any absolute or conditional assignments of rents and subleases) given to a Purdue Mortgagee (as defined below) and serving as security for one or more construction loans, permanent loans, mezzanine loans and/or other subordinate debt (otherwise permitted to be incurred hereunder) which Purdue may grant that encumbers Purdue's Estate (as defined below) or Purdue's fixtures, together with any modification, substitution, amendment, extension, increase, refinancing, replacement or recasting (otherwise permitted to be incurred hereunder) thereof and (b) any instruments required in connection with an assignment-subleaseback transaction involving Purdue's Estate. A Permitted Mortgage is at all times subject and subordinate to the terms and conditions of this Lease. Notwithstanding anything contained herein to the contrary, Purdue acknowledges and agrees that a Permitted Mortgage shall not in any way relieve Purdue of its liability to IU hereunder. "***Purdue Mortgagee***" shall be any bank, insurance company, pension fund or other individual, corporation, partnership or other entity which is making a bona fide loan, take back purchase money mortgage, or an assignment subleaseback transaction and which is the holder of a beneficial interest and a secured position under any Permitted Mortgage.

Section 13.02 Encumbrance of Purdue's Estate. Purdue shall have the right to encumber Purdue's interest in the Leased Premises, this Lease or any permitted sublease of this Lease, subject to the restrictions below ("***Purdue's Estate***"), pursuant to one or more Permitted Mortgages. Purdue shall give IU reasonable advance written notice before entering into any Permitted Mortgage. Purdue shall, within five (5) business days of its receipt of any notice of default or

other notice of the acceleration of the maturity of a Permitted Mortgage from a Purdue Mortgagee, promptly deliver a true and correct copy thereof to the IU.

Section 13.03 Purdue Mortgagee Protections. Provided that any Purdue Mortgagee provides IU with a conformed copy of each Permitted Mortgage which contains the name and address of such Purdue Mortgagee, and provided such Permitted Mortgage was executed in compliance with the terms hereof, IU hereby covenants and agrees to execute, acknowledge and deliver to each Purdue Mortgagee, a customary waiver agreement concerning the waiver, relinquishment, and subordination, as applicable, of any security interest in Purdue's Property and the New Improvements. Such waiver agreement shall be prepared at the sole cost and expense of Purdue, be in form satisfactory to each Purdue Mortgagee and IU, and be executed by and among IU, Purdue and the Purdue Mortgagees..

ARTICLE XIV

MISCELLANEOUS

Section 14.01 Permitted Delays. Whenever performance is required of any Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion or performance of any non-monetary covenant, agreement, work, service, or other act required under this Lease to be performed by such Party shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, pandemic, outbreak of disease and orders of government or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a Party (other than financial reasons)("Permitted Delays"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any Permitted Delays for which a Party is entitled to delay its performance under this Agreement and (ii) that Party anticipates that such Permitted Delays will cause a delay in its performance under this Lease, then that Party agrees to provide written notice promptly to the other Party to this Lease of the nature and the anticipated length of such delay.

Section 14.02 Memorandum of Lease. IU and Purdue shall execute and deliver to the Marion County Recorder's Office a short-form or memorandum of lease in recordable form so as to give public notice of the existence of this Lease. Such memorandum of lease shall be in the form attached hereto as **Exhibit E**.

Section 14.03 Real Estate Commissions. The Parties each represent that they have not dealt with any broker in connection with this Lease and agree to indemnify each other from any loss, damage or claim arising from a breach of such representation.

Section 14.04 Notices. All notices permitted or required to be given by any Party hereunder shall be deemed to have been fully given when made in writing and delivered in person, by nationally recognized overnight courier, deposited in the United States mail, certified, postage prepaid or sent by electronic mail, and addressed as follows:

If to IU: Indiana University
Attention: Vice President, Capital Planning and Facilities
107 S. Indiana Avenue, Bryan Hall 205
Bloomington IN 47405
Phone: 812-855-6992
E-mail: vpcpfoff@indiana.edu

With a copy to: Office of the Vice President and General Counsel
107 S. Indiana Avenue, Bryan Hall 211
Bloomington IN 47405
Phone: 812-855-9739
E-mail: ypgc@iu.edu

If to Purdue: Purdue University
Attention: Vice President, Auxiliary Services
610 Purdue Mall, Hovde Hall
West Lafayette IN 47907
Phone: 765-494-8000
E-mail: adminops@purdue.edu

With a copy to: Office of Legal Counsel
Attention: General Counsel
610 Purdue Mall, Hovde Hall
West Lafayette IN 47906
Phone: 765-496-9059
E-mail: legalcounsel@purdue.edu

All such notices shall be deemed to be received upon delivery in person or by overnight courier, on the fifth (5th) day after mailing or the date of transmission if sent by electronic mail. Either Party may change its address for notice by written notice given in accordance herewith.

Section 14.05 Construction and Interpretation. The captions of each article and section hereof are added as a matter of convenience only and shall be considered to be of no effect in the construction or interpretation of any provision or provisions of this Lease. The terms of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns. This Lease shall be interpreted and its provisions shall be applied in accordance with the laws of the State of Indiana. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term, covenant, or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements regarding the subject matter hereof. This Lease may be amended and modified only in a writing signed by IU and Purdue. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and the terms and provisions of this instrument shall be construed accordingly. All provisions

hereof which by their nature would be expected to survive the termination or expiration of this Lease shall so survive.

Section 14.06 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

Section 14.07 Mechanic's Liens. The Parties will not permit any mechanic's lien or liens to be filed against the Leased Premises at any time for any work done for or materials furnished to a Party; provided that a Party may contest such lien or liens in good faith if a Party (a) deposits as required by law a sufficient surety bond or other security to obtain a release of the lien or liens and (b) obtains a court order releasing the lien or liens. If any such lien or liens are filed, then the Party against whom the lien is filed shall cause the same to be removed within forty-five (45) days of the date of filing.

Section 14.08 Estoppel Certificates. Either Party shall, without charge, at any time and from time to time hereafter, within fifteen (15) days after the written request of the other Party, certify by written instrument duly executed and acknowledged to any mortgagee, subtenant or assignee of Purdue or proposed mortgagee, subtenant or assignee of Purdue or to any purchaser from, or lender to, IU or any proposed purchaser from, or lender to, IU, or any other person, firm or organization specified in such request: (1) that this Lease is in full force and effect and unmodified or, if modified, stating the date of modification and the terms thereof; (2) that the rent and other sums due and payable by the Parties are paid currently without any offset or defense thereto, or stating any delinquency and offsets or defenses claimed by Purdue or IU, as the case may be, and known at the time of such statement, (3) the amount of rent and any other sums due and payable and, if any, paid in advance, and (4) that there is no uncured Event of Default or default by Purdue or IU, and knowledge-qualified with respect to defaults by the non-certifying Party, or stating those claimed by either IU or Purdue so long as the same are ascertainable, it being intended that any such instrument delivered pursuant to this Section 14.08 may be relied upon by any existing or prospective mortgagee, assignee or subtenant of Purdue or purchaser or lender, or prospective purchaser from or lender to the IU.

Section 14.09 Waivers. No waiver of any condition or covenant in this Lease by either Party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant of this Lease. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and in addition to every other right or remedy now or hereafter existing at law, in equity, or by statute, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises. No delay or omission to exercise any right or power by either Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein.

Section 14.10 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and

agent, partnership, joint venture, or any relationship between the parties hereto other than that of landlord and tenant.

Section 14.11. Consent. Whenever it is necessary under the terms of this Lease for either Party to obtain the consent or approval of the other Party, except as expressly specified herein to the contrary, such consent or approval shall not be unreasonably withheld, conditioned or delayed. In the event that either Party objects to the withholding of consent or approval by the other Party, the objecting Party shall be limited to the remedies of specific enforcement or an injunction to enforce the withholding Party's obligation to consent, so long as the withholding Party is not acting maliciously or in bad faith. The Parties hereby waive any claims for monetary damages as a result of a Party's wrongful withholding or delay in giving consent, so long as the Party whose consent is required is not acting maliciously or in bad faith. Unless a different time period is specifically provided for in the Lease, any consent which is not provided (or reasonably withheld and such decision has been communicated to the other Party in writing) within thirty (30) days of the date the request for the same is received, unless such delay is due in whole or in part to requesting Party's acts or omissions, shall be deemed to have been given.

Section 14.12 Successors or Assigns. Except as otherwise specified in this Lease, all of the provisions contained in this Lease shall run with the land and bind and inure to the benefit of IU and Purdue and their respective heirs, successors and permitted assigns. Any references in this Lease to IU and Purdue shall be deemed to include their respective heirs, successors and permitted assigns.

Section 14.13. Disputes. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other or any work to be performed by either of them under the provisions hereof, the Party against whom the obligation to pay or to perform is asserted shall have the right to make payment or perform such work and pay the cost thereof "under protest," and such payment or performance, so long as specifically identified, in writing, as "under protest," shall not be regarded as a voluntary payment or performance and the right of said Party to institute suit to recover the amount paid "under protest" shall survive. If it shall be adjudged or mutually agreed by Purdue and IU that there was no legal obligation on the part of said party to pay such sum or any part thereof or that said Party was not legally obligated to perform, said Party shall be entitled to recover the amount paid "under protest" or so much thereof as it was not legally required to pay under the provisions of this Lease.

Section 14.14. Indemnification. Purdue shall indemnify, defend, and hold harmless IU from and against all claims, losses, costs, damages or expenses, including reasonable attorney's fees actually incurred (collectively, the "Damages") directly or indirectly arising out of or attributable to (i) any personal or bodily injury (including death) or damage to property which occurs in or about the Leased Premises, including any New Improvements but excluding the Parking Structures and STT building during the applicable Lease Term or any holdover by Purdue following the expiration or termination of this Lease, except to the extent of Damages resulting from any act or omission of IU, its officers, employees, agents or contractors, or (ii) any breach of the Environmental Obligations in 12.01 by IU. IU shall indemnify, defend, and hold harmless Purdue from and against all Damages directly or indirectly arising out of or attributable to (i) any

personal or bodily injury (including death) or damage to property which occurs in or about the Parking Structures during the time within the Lease Term that these structures continue to be owned and operated by IU, except to the extent of Damages resulting from any act or omissions of Purdue, or its officers, employees, agents, or contractors, or (ii) any breach of the Environmental Obligations by Purdue. Each Party's obligations under this Section 14.14 shall be subject to the waiver of subrogation contained in Section 7.03 and limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of that Party as an instrumentality of the State of Indiana (e.g., actions and conditions as to which that Party is immunized by the Indiana Tort Claims Act ("***Tort Claims Act***"), dollar limits stated in the Tort Claims Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that the Party's liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly in Indiana by the claimant and all appropriate defenses had been raised by that Party.

Section 14.15. Rights of Inspection. IU shall have the right at all reasonable times, upon reasonable prior notice and in conformity with reasonable security procedures, to go upon and inspect the Purdue Development Parcel and the infrastructure constructed thereon for purposes of confirming availability of and connections to utility infrastructure on the remainder of the Leased Premises.

[Signature Page Follows]

IN WITNESS WHEREOF, IU and Purdue have executed this Lease as of the Effective Date.

“IU”

THE TRUSTEES OF INDIANA UNIVERSITY

By: _____

Printed: _____

Its: _____

“PURDUE”

THE TRUSTEES OF PURDUE UNIVERSITY

By: _____

Printed: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE LEASED PREMISES

Reference Table:

TRACT #	State ID:	Common Address:	Current Function:
I	49-11-02-173-001.000-101	525 North Blackford Street, Indianapolis, IN 46202	Campus gateway
II	49-11-02-112-018.000-101	525 North Blackford Street, Indianapolis, IN 46202	Surface parking
III	49-11-02-148-005.000-101	525 North Blackford Street, Indianapolis, IN 46202	Combination of surface parking, Gateway parking garage, and adjacent greenway
IV	49-11-02-237-012.000-101	550 West North Street, Indianapolis, IN 46202	Sigma Theta Tau Sorority Building and adjacent surface parking
V	49-11-02-232-028.000-101	725 West North Street, Indianapolis, IN 46202	Combination of Blackford Street parking garage, surface parking, and North St parking garage
VI	49-11-02-108-005.000-101	1100 West Michigan Street, Indianapolis, IN 46202	Surface parking adjacent to North Residence Hall

A-1 Legal Description Reference Map

Legal Description:

TRACT I: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 1: (1060890)
State Parcel #: 49-11-02-173-001.000-101

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in John D. Condit's Subdivision of Lots 7 and 8 in Blackford's Subdivision of Out Lots 152, 153 and 154 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 4, Page 9, in the Office of the Recorder of Marion County, Indiana.

EXCEPTING THEREFROM:

A part of Lot 1 in John D. Condit's Subdivision, the plat of which is recorded in Plat Book 4, page 9, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at the Southeast corner of said Lot 1; thence Westerly 29.84 feet along the south line of said Lot; thence North 56 degrees 35 minutes 18 seconds East 36.46 feet to the east line of said Lot; thence Southerly 21.04 feet along said east line to the point of beginning and containing 314 square feet, more or less.

TRACT II: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 2: (1079031)
State Parcel #: 49-11-02-112-018.000-101

Lot Numbered Five (5) and Lot Numbered Six (6) in Blackford's Subdivision of Out Lots 152, 153 and 154 in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 173, in the Office of the Recorder of Marion County, Indiana.

TRACT III: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 3: (1055576)
State Parcel #: 49-11-02-148-005.000-101

Lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 75, 76, 77, 81, 82, 83 and 86 and in Issac's Blackford's Subdivision of OL 152, 153 and 154 in Plat Book 1, page 173, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5, 6 and 7 in Brockway's Subdivision of Lots 84 and 85 in Blackford's Subdivision of Out Lots 152, 153, and 154, of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, Page 17, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5 and 6 in Blackford & Condit's Subdivision of Lots Numbered 78, 79 and 80 of Out Lot 154 in the City of Indianapolis as per plat thereof recorded in Plat Book 8, page 68 in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2, 3 and 4 in Mary J. Hilton's Subdivision of a part of Out Lot 160 of the Donation Lands to the City of Indianapolis, Indiana, the plat of which is recorded in Plat Book 2, page 146 in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 2, 3 and 4 in what is known as LeQuat's Subdivision of part of Out Lot Numbered 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book H, page 209, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in John M. Meikel's Subdivision of a part of Out Lot 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 163, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 9, 10, 11, 12, 13, 14, and 15 in George W. Pitt's Subdivision of the East part of Out Lot 160 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 129, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2, 3, 5, 6, 7, 8 and 9 in Smith-Liebrich, et.al., Subdivision of the Southwest part of Out Lot 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 14, page 110, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying West of West Street and being bounded by the North by the South line of North Street and the South by the North line of the first ally lying North of West Michigan Street as set out in Declaratory Resolution No. 16785 recorded June 30, 1951 in Book 1421, page 244 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley lying East of Blackford Street and being bounded by the North by the South line of North Street and the South by the North line of the first ally South of North Street as set out in Declaratory Resolution No. 17672 recorded September 4, 1953 in Book 1718, page 338 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying South of North Street being bounded on the West by a line lying 32.5 feet East of the East line of the first ally West of California Street and the East by the West line of California Street all as set out in Declaratory Resolution No. 84-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Blackford Street being bounded on the North by a line lying North 170.4 feet North of the North line of West Michigan Street and the South by the North line of West Michigan Street all as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the alleys lying and being between the said lots being bounded to the North by Indiana Avenue, the South by the North line of North Street, the West by the East line of Blackford Street and the East by the West line of Pitts Street all as set out in Declaratory Resolution No. 88-VAC-19 recorded May 2, 1988 as Instrument No. 880047397 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated California Street being bounded by the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 99-VAC-20 recorded October 10, 1999 as Instrument No. 1999-0188517 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the alleys lying and being bounded by the North by the South line of North Street, by the South by the North line of West Michigan Street, the West by the East line of Blackford Street and the East by the West line of California Street.

ALSO,

All that portion of the alleys lying and being bounded by the North by the South line of North Street, by the South by the North line of West Michigan Street, the West by the East line of California Street and the East by the West line of West Street.

TRACT IV: (550 West North Street, Indianapolis, IN 46202)
Parcel 1: (1048739)
State Parcel #: 49-11-02-237-012.000-101

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in George W. Pitt's Subdivision of the East part of Out Lot 160 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 129, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated North Street being bounded on the West by the East line of California Street and the East by the West line of Indiana Avenue; also all that portion of vacated Pitts Street being bounded by the North by the South line of Indiana Avenue and the South by the North line of North Street; also all that portion of the first ally lying East of Pitts Street being bounded on the North by the South line of Indiana Avenue and the South by the North line of North Street all as set out in Declaratory Resolution No. 88-VAC-19 recorded May 2, 1988 as Instrument No. 880047397 in the Office of the Recorder of Marion County, Indiana.

TRACT V: (725 West North Street, Indianapolis, IN 46202)
Parcel 1: (1031736)
State Parcel #: 49-11-02-232-028.000-101

Lot 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102 in Bright, Powell and Ellis' Subdivision of Out Lot 155 in the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 320 and 321, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2, 3 and 4 in Herman, White, Mason and Finley's Subdivision of Lots 53 and 54 in Bright, Powell and Ellis Subdivision of Out Lot 155 of the Donation Lands of the City of Indianapolis, as recorded in Plat Book 11, page 70, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3 in Herdman and Burton's Subdivision of Lots 13 and 14 in Bright, Powell and Ellis Subdivision of Out Lot 155 on the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 11, page 71, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated Douglas Street being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 79-VAC-22-B recorded December 6, 1979 as Instrument No. 79-93985 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Blake Street and being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street and also that portion of the first alley North of West Michigan Street and being bounded by the West by the East line of Blake Street and the East by the West line of Douglas Street, all as set out in Declaratory Resolution No. 79-VAC-22-A recorded December 6, 1979 as Instrument No. 79-93986 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Douglas Street and being bounded on the North by the South line of the first ally lying North of West Michigan Street and the South by the North line of West Michigan Street; also all that portion of the first ally North of West Michigan Street and being bounded by the West by the East line of Douglas Street and by the East by the West line of Bright Street; also all that portion of the first alley East of Bright Street and being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street; also all that portion of the first alley North of West Michigan Street and being bounded by the West by the East line of Bright Street and by the East by the West line of Blackford Street, all as set out in Declaratory Resolution No. 84-VAC-37 recorded November 30, 1984 as Instrument No. 840093818 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying East of Douglas Street and being bounded on the North by the South line of North Street and the South by the North line of the first ally lying North of West Michigan Street as set out in Declaratory Resolution No. 85-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated Bright Street being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street; also all that portion of Blake Street bounded on the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

TRACT VI: (1100 West Michigan Street, Indianapolis, IN 46202)
Parcel 1: (1102556)
Portion of State Parcel #: 49-11-02-108-005.000-101

Lot Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 in William Y. Wiley's Subdivision of the South and East Parts of Out Lot 159 of the Donation Lands of the City of Indianapolis, as platted by James M. Ray, Trustee for Issac Coe, as per plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots "K", "L", "M", "N", "O", "P", "Q", "R", "S" in William Y. Wiley's Subdivision of the South and East Parts of Out Lot 159 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Marion County, Indiana.

EXCEPTING THEREFROM:

Except that part taken off the East end of said Lots "K", "L", "M", "N", "O", and "S" for the straightening of Blackford Street as shown in Miscellaneous Record 88, Page 288 and Plat Book 5, Page 31, in the Office of the Recorder of Marion County, Indiana.

ALSO,

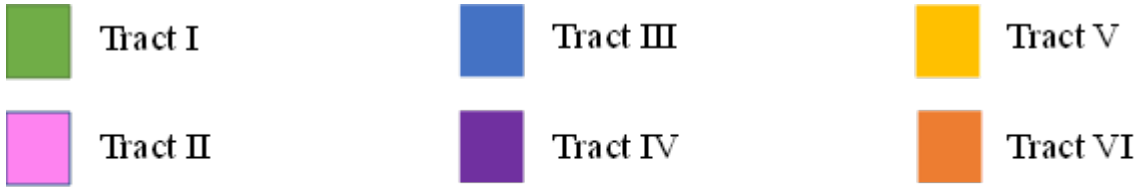
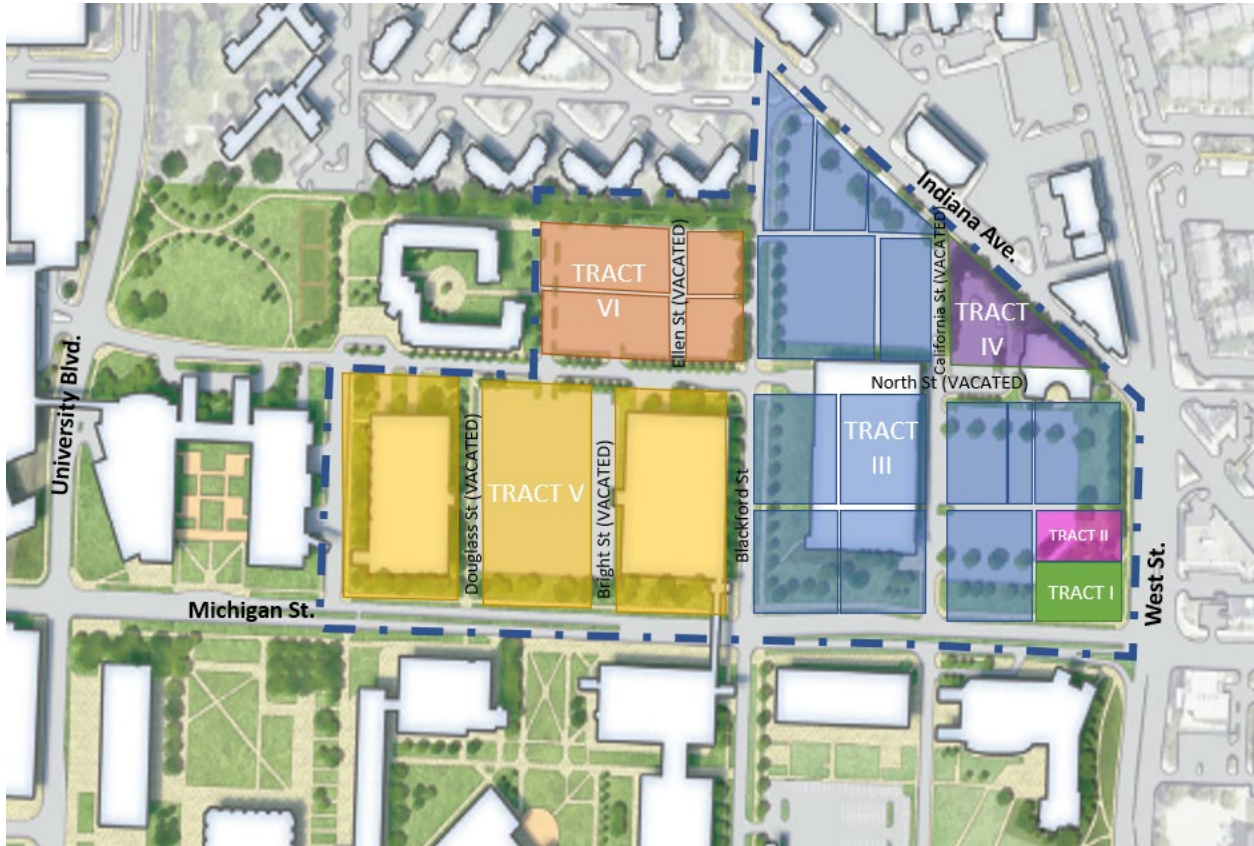
All that portion of the first ally lying West of Bright Street and being bounded by the North by the South line of Center Street and the South by the North line of North Street; also all that portion of the first ally lying North of North Street and being bounded by the West by the East line of Douglas Street and the East by the West line of Bright Street; also all that portion of the first alley lying East of Blake Street and being bounded by the North by the South line of the second ally North of North Street and the South by the North line of North Street; also all that portion of the First ally lying North of North Street and being bounded by the West by the East line of Blake Street and the East by the West line of Douglas Street all as set out in Declaratory Resolution No. 84-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that Portion of vacated Douglas Street being bounded on the North by the South line of Center Street and the South by the North line of North Street; also that portion of vacated Bright Street being bounded on the North by the South line of Center Street and the South by the North line of North Street; also all that portion of vacated Blake Street being bounded on the North by the South line of the second ally lying North of North Street and the South by the North line of North Street; also, all that portion of the South Half of vacated Center Street bounded on the West by the West line of Douglas Street and the East by the East line of Bright Street; also, all that portion of the first ally lying North of North Street being bounded on the West by the East line of Bright Street and the East by the West line of Blackford Street all as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

EXHIBIT "A-1"

Legal Description Reference Map



Disclaimer: Tracts are for reference purposes only. Prior to any New Improvement project, the Parties should conduct a site survey.

EXHIBIT B
Parking Structures

Reference Table:

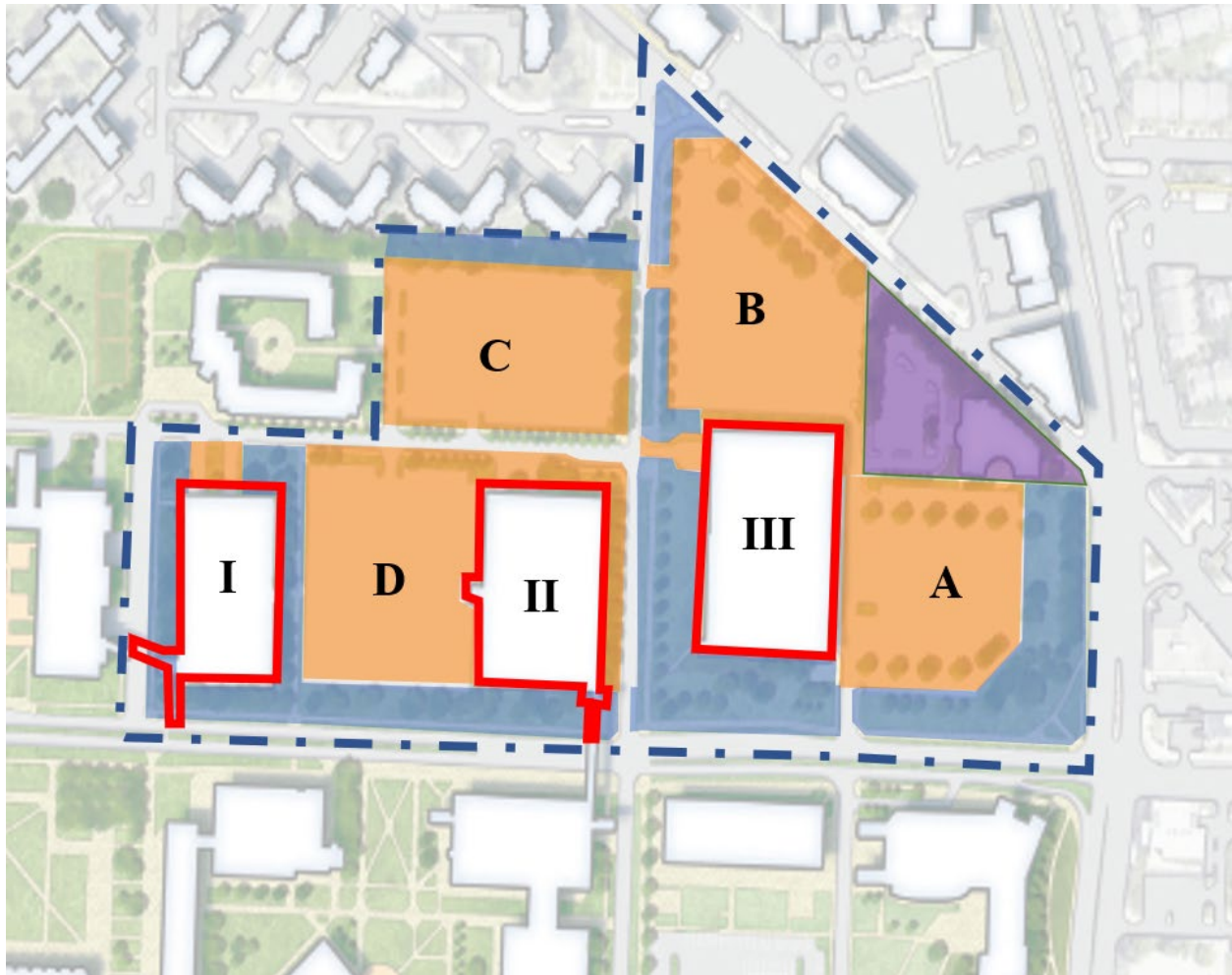
Garage	Garage Common Name	Common Address:	Year Built:	Useful Life Termination Date:
I	North Street Parking Garage	725 W North Street, Indianapolis, IN 46202	1978	
II	Blackford Street Parking Garage	725 W North Street, Indianapolis, IN 46202	1991	
III	Gateway Parking Garage	525 North Blackford Street, Indianapolis, IN 46202	2010	

The Parties acknowledge and agree that IU shall, at IU's sole cost and expense, engage a structural engineer or other qualified independent third party consultant reasonably acceptable to both IU and Purdue to determine the Useful Life of the Parking Structures. Such independent analysis shall be completed within one (1) year after the Effective Date of this Lease, at which time the Parties shall execute an amendment to this Lease or other written confirmation of the Useful Life of the Parking Structures.

B-1 Parking Structures / Surface Lots Map

EXHIBIT "B-1"

Parking Structures / Surface Lots Map



Leased Premises boundary



Leased Premises (subject to PU operating expense reimbursement)



Leased Premises (surface parking and garage entries subject to IU operating expenses)



Parking Garages subject to useful life



Leased Premises (STT Building boundary)

Disclaimer: Exhibit for reference purposes only. Prior to any New Improvement project, the Parties should conduct a site survey.

EXHIBIT C

Reference Table:

C-1 Legal Description

C-2 Map

EXHIBIT "C-1"

Legal Description – Building

The land and real estate owned by The Trustees of Indiana University, together with all improvements thereto made and/or owned by Sigma Theta Tau International, Honor Society of Nursing, Inc., formerly known as Sigma Theta Tau International Honor Society of Nursing, Inc., an Indiana nonprofit, tax-exempt corporation, and having the street address of 550 West North Street, Indianapolis, Marion County, Indiana and having the legal description of:

Lots 1 thru 8 inclusive of George W. Pitt's Subdivision of a portion of Outlot 160; also a certain 10 feet wide alley as platted in said George W. Pitt's Subdivision along with a portion of California Street and a portion of North Street as platted and recorded in the Office of the Marion County Recorder's Office, Indianapolis, Indiana, more particularly described as follows:

Considering the north line of North Street as platted in George W. Pitt's Subdivision of a portion of Outlot 160 as bearing north 89 degrees 59 minutes 14 seconds west, with all bearings contained herein relative thereto.

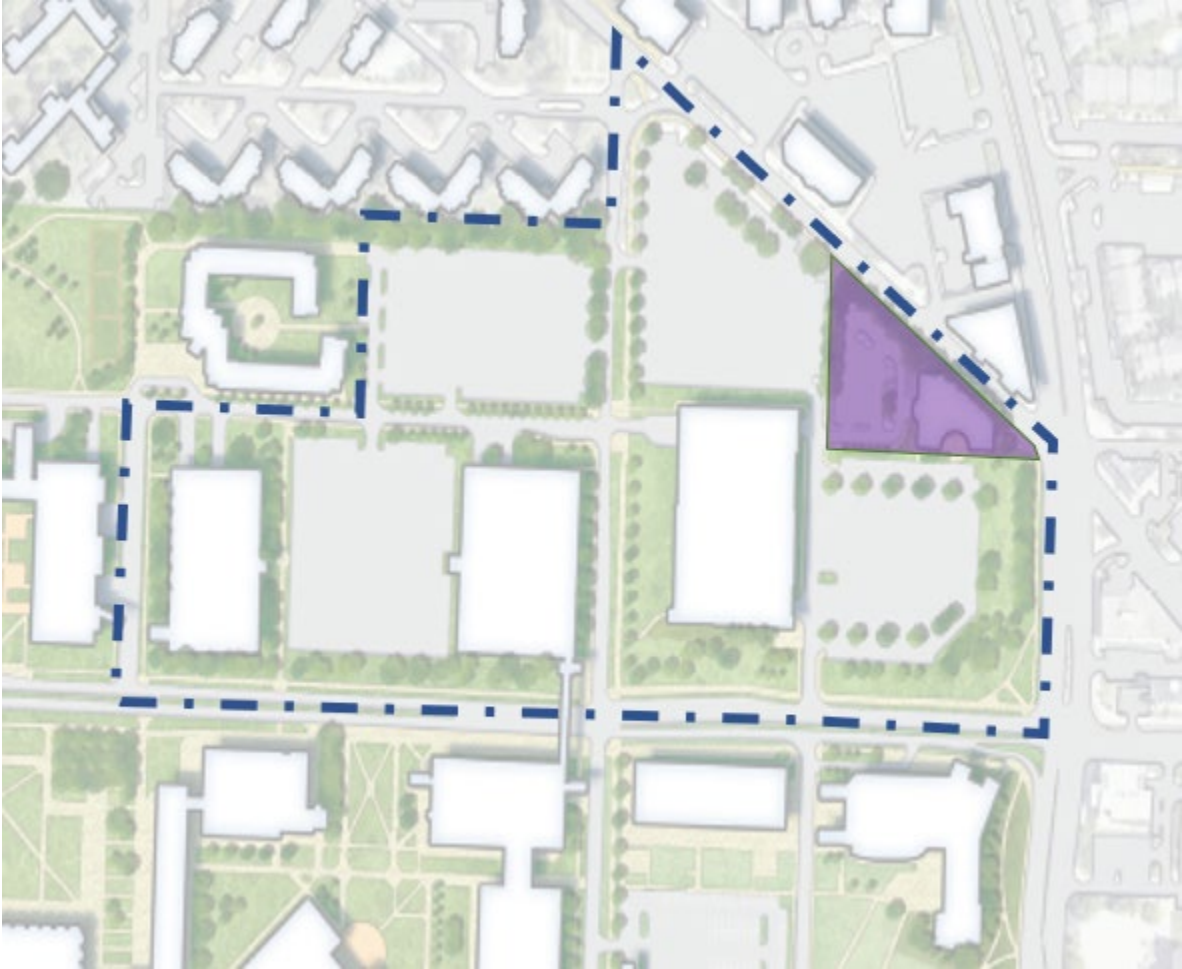
Beginning at the southeast corner of Lot 1 (vacated by Instrument Number 82-65361) of George W. Pitt's Subdivision of a portion of Outlot 160, recorded in Plat Book 2 on page 129 records of said County, thence south 32 degrees 37 minutes 34 seconds east, 71.25 feet to the northeast corner of Lot 1 in Isaac Blackford's Subdivision of a portion of Outlot 154 as recorded in Plat Book 1 on page 173, records of said County; thence on and along the south line of North Street as platted in said Isaac Blackford's Subdivision, north 89 degrees 59 minutes 14 seconds west, 386.79 feet to the northwest corner of Lot 84 of said Isaac Blackford's Subdivision, said point being the northwest corner of Lot 1 of Jesse Brockway's Subdivision, as recorded in Plat Book 3 on page 17 records of said county, being a replat of Lots 84 and 85 of said Isaac Blackford's Subdivision; thence north 03 degrees 39 minutes 25 seconds west, 60.12 feet to a line which bears north 00 degrees 05 minutes 43 seconds west and is the west line of California Street; thence on and along the west line of California Street as platted in said George W. Pitt's Subdivision north 00 degrees 05 minutes 43 seconds west, 259.36 feet to the south right-of-way line of Indiana Avenue; thence on and along said south right-of-way line, south 53 degrees 39 minutes 12 seconds east, 410.73 feet to the point of beginning.

The above parcel includes all or portions of platted streets (North Street and California Street) and that certain alley that is the result of the aforementioned subdivisions.

The above described parcel contains 1.5888 acres (69,180 square feet).

EXHIBIT "C-2"

Map – STT Building




 Leased Premises (STT Building boundary)

EXHIBIT D
Surface Parking Lots

Reference Table:

Surface Parking Lots

Lot	Lot Common Name	Common Address:
A	Parking Lot #73	525 North Blackford Street, Indianapolis, IN 46202
B	Parking Lot #92	525 North Blackford Street, Indianapolis, IN 46202
C	Parking Lot #69	1100 W Michigan Street, Indianapolis, IN 46202
D	Parking Lot #71	725 W North Street, Indianapolis, IN 46202

D-1 Parking Structures / Surface Lots Map

EXHIBIT "D-1"

Parking Structures / Surface Lots Map

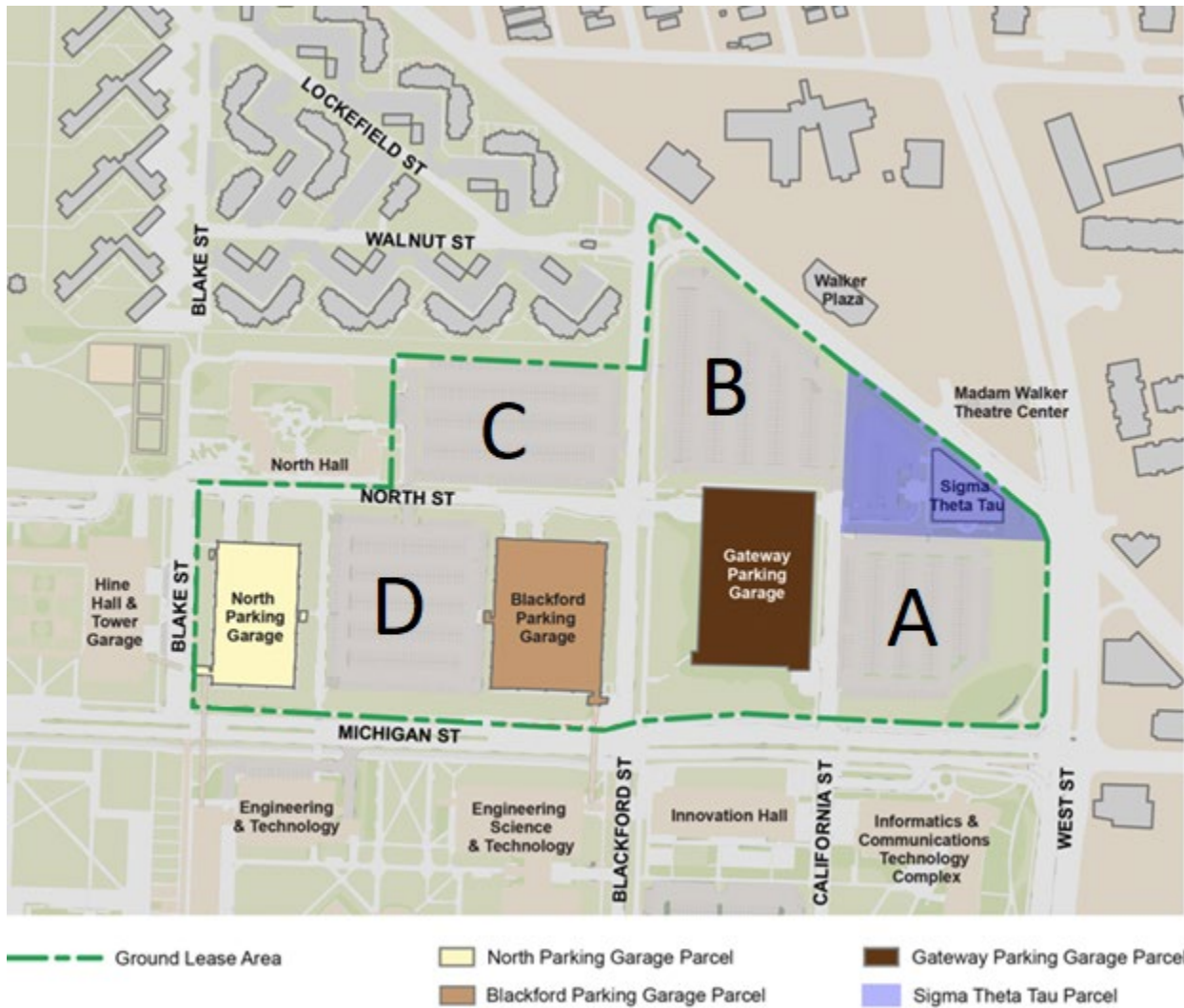


EXHIBIT E

MEMORANDUM OF GROUND LEASE

This Memorandum of Ground Lease (this “*Memorandum*”) is made and entered into this ___ day of _____, 2023 (the “*Effective Date*”), by and between The Trustees of Indiana University (“*IU*”) and The Trustees of Purdue University (“*Purdue*”). Purdue and IU agree to and acknowledge the following matters:

1. IU and Purdue entered into that certain Ground Lease dated as of _____, 2023 (the “*Lease*”), wherein IU leases to Purdue, and Purdue leases from IU, subject to the terms, covenants and conditions contained therein, certain real estate and improvements located in Marion County, Indiana (the “*Leased Premises*”), located in downtown Indianapolis, as legally described on Exhibit A, attached and incorporated herein by reference.

2. The term of the Lease is for an initial period of one hundred (100) years commencing upon the Commencement Date, as defined in the Lease, subject to a right to extend and renew the Lease as more particularly described in the Lease.

3. Pursuant to the Lease, Purdue has the right of first refusal to purchase the Leased Premises.

4. The purpose of this Memorandum is to give record notice to all persons that Purdue has a leasehold interest in the Leased Premises, in addition to other rights and obligations created therein, all of which are confirmed.

5. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the Lease.

6. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

7. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

8. The last deed of record for the real estate comprising the Leased Premises was recorded in the Marion County Recorder’s Office on _____ as Document Number _____.

[Signature pages follow]

IN WITNESS WHEREOF, IU and Purdue have executed this Memorandum of Ground Lease as of the Effective Date.

“IU”

THE TRUSTEES OF INDIANA UNIVERSTIY

By: _____

Printed: _____

Its: _____

“PURDUE”

THE TRUSTEES OF PURDUE UNIVERSITY

By: _____

Printed: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, the _____ of The Trustees of Indiana University and acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that the representations therein contained are true and correct.

Witness my hand and notarial seal this _____ day of _____, 2023.

_____, Notary Public

My Commission Expires: _____

My County of Residence: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, the _____ of The Trustees of Purdue University, and acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that the representations therein contained are true and correct.

Witness my hand and notarial seal this _____ day of _____, 2023.

_____, Notary Public

My Commission Expires: _____

My County of Residence: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

Reference Table:

TRACT #	State ID:	Common Address:	Current Function:
I	49-11-02-173-001.000-101	525 North Blackford Street, Indianapolis, IN 46202	Campus gateway
II	49-11-02-112-018.000-101	525 North Blackford Street, Indianapolis, IN 46202	Surface parking
III	49-11-02-148-005.000-101	525 North Blackford Street, Indianapolis, IN 46202	Combination of surface parking, Gateway parking garage, and adjacent greenway
IV	49-11-02-237-012.000-101	550 West North Street, Indianapolis, IN 46202	Sigma Theta Tau Sorority Building and adjacent surface parking
V	49-11-02-232-028.000-101	725 West North Street, Indianapolis, IN 46202	Combination of Blackford Street parking garage, surface parking, and North St parking garage
VI	49-11-02-108-005.000-101	1100 West Michigan Street, Indianapolis, IN 46202	Surface parking adjacent to North Residence Hall

A-1 Legal Description Reference Map

Legal Description:

TRACT I: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 1: (1060890)
State Parcel #: 49-11-02-173-001.000-101

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in John D. Condit's Subdivision of Lots 7 and 8 in Blackford's Subdivision of Out Lots 152, 153 and 154 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 4, Page 9, in the Office of the Recorder of Marion County, Indiana.

EXCEPTING THEREFROM:

A part of Lot 1 in John D. Condit's Subdivision, the plat of which is recorded in Plat Book 4, page 9, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at the Southeast corner of said Lot 1; thence Westerly 29.84 feet along the south line of said Lot; thence North 56 degrees 35 minutes 18 seconds East 36.46 feet to the east line of said Lot; thence Southerly 21.04 feet along said east line to the point of beginning and containing 314 square feet, more or less.

TRACT II: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 2: (1079031)
State Parcel #: 49-11-02-112-018.000-101

Lot Numbered Five (5) and Lot Numbered Six (6) in Blackford's Subdivision of Out Lots 152, 153 and 154 in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 173, in the Office of the Recorder of Marion County, Indiana.

TRACT III: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 3: (1055576)
State Parcel #: 49-11-02-148-005.000-101

Lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 75, 76, 77, 81, 82, 83 and 86 and in Issac's Blackford's Subdivision of OL 152, 153 and 154 in Plat Book 1, page 173, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5, 6 and 7 in Brockway's Subdivision of Lots 84 and 85 in Blackford's Subdivision of Out Lots 152, 153, and 154, of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, Page 17, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5 and 6 in Blackford & Condit's Subdivision of Lots Numbered 78, 79 and 80 of Out Lot 154 in the City of Indianapolis as per plat thereof recorded in Plat Book 8, page 68 in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2, 3 and 4 in Mary J. Hilton's Subdivision of a part of Out Lot 160 of the Donation Lands to the City of Indianapolis, Indiana, the plat of which is recorded in Plat Book 2, page 146 in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 2, 3 and 4 in what is known as LeQuat's Subdivision of part of Out Lot Numbered 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book H, page 209, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in John M. Meikel's Subdivision of a part of Out Lot 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 163, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 9, 10, 11, 12, 13, 14, and 15 in George W. Pitt's Subdivision of the East part of Out Lot 160 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 129, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2 3, 5, 6, 7, 8 and 9 in Smith-Liebrich, et.al., Subdivision of the Southwest part of Out Lot 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 14, page 110, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying West of West Street and being bounded by the North by the South line of North Street and the South by the North line of the first ally lying North of West Michigan Street as set out in Declaratory Resolution No. 16785 recorded June 30, 1951 in Book 1421, page 244 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley lying East of Blackford Street and being bounded by the North by the South line of North Street and the South by the North line of the first ally South of North Street as set out in Declaratory Resolution No. 17672 recorded September 4, 1953 in Book 1718, page 338 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying South of North Street being bounded on the West by a line lying 32.5 feet East of the East line of the first ally West of California Street and the East by the West line of California Street all as set out in Declaratory Resolution No. 84-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Blackford Street being bounded on the North by a line lying North 170.4 feet North of the North line of West Michigan Street and the South by the North line of West Michigan Street all as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the alleys lying and being between the said lots being bounded to the North by Indiana Avenue, the South by the North line of North Street, the West by the East line of Blackford Street and the East by the West line of Pitts Street all as set out in Declaratory Resolution No. 88-VAC-19 recorded May 2, 1988 as Instrument No. 880047397 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated California Street being bounded by the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 99-VAC-20 recorded October 10, 1999 as Instrument No. 1999-0188517 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the alleys lying and being bounded by the North by the South line of North Street, by the South by the North line of West Michigan Street, the West by the East line of Blackford Street and the East by the West line of California Street.

ALSO,

All that portion of the alleys lying and being bounded by the North by the South line of North Street, by the South by the North line of West Michigan Street, the West by the East line of California Street and the East by the West line of West Street.

TRACT IV: (550 West North Street, Indianapolis, IN 46202)
Parcel 1: (1048739)
State Parcel #: 49-11-02-237-012.000-101

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in George W. Pitt's Subdivision of the East part of Out Lot 160 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 129, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated North Street being bounded on the West by the East line of California Street and the East by the West line of Indiana Avenue; also all that portion of vacated Pitts Street being bounded by the North by the South line of Indiana Avenue and the South by the North line of North Street; also all that portion of the first ally lying East of Pitts Street being bounded on the North by the South line of Indiana Avenue and the South by the North line of North Street all as set out in Declaratory Resolution No. 88-VAC-19 recorded May 2, 1988 as Instrument No. 880047397 in the Office of the Recorder of Marion County, Indiana.

TRACT V: (725 West North Street, Indianapolis, IN 46202)
Parcel 1: (1031736)
State Parcel #: 49-11-02-232-028.000-101

Lot 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102 in Bright, Powell and Ellis' Subdivision of Out Lot 155 in the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 320 and 321, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2, 3 and 4 in Herman, White, Mason and Finley's Subdivision of Lots 53 and 54 in Bright, Powell and Ellis Subdivision of Out Lot 155 of the Donation Lands of the City of Indianapolis, as recorded in Plat Book 11, page 70, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3 in Herdman and Burton's Subdivision of Lots 13 and 14 in Bright, Powell and Ellis Subdivision of Out Lot 155 on the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 11, page 71, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated Douglas Street being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 79-VAC-22-B recorded December 6, 1979 as Instrument No. 79-93985 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Blake Street and being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street and also that portion of the first alley North of West Michigan Street and being bounded by the West by the East line of Blake Street and the East by the West line of Douglas Street, all as set out in Declaratory Resolution No. 79-VAC-22-A recorded December 6, 1979 as Instrument No. 79-93986 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Douglas Street and being bounded on the North by the South line of the first ally lying North of West Michigan Street and the South by the North line of West Michigan Street; also all that portion of the first ally North of West Michigan Street and being bounded by the West by the East line of Douglas Street and by the East by the West line of Bright Street; also all that portion of the first alley East of Bright Street and being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street; also all that portion of the first alley North of West Michigan Street and being bounded by the West by the East line of Bright Street and by the East by the West line of Blackford Street, all as set out in Declaratory Resolution No. 84-VAC-37 recorded November 30, 1984 as Instrument No. 840093818 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying East of Douglas Street and being bounded on the North by the South line of North Street and the South by the North line of the first ally lying North of West Michigan Street as set out in Declaratory Resolution No. 85-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated Bright Street being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street; also all that portion of Blake Street bounded on the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

TRACT VI: (1100 West Michigan Street, Indianapolis, IN 46202)
Parcel 1: (1102556)
Portion of State Parcel #: 49-11-02-108-005.000-101

Lot Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 in William Y. Wiley's Subdivision of the South and East Parts of Out Lot 159 of the Donation Lands of the City of Indianapolis, as platted by James M. Ray, Trustee for Issac Coe, as per plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots "K", "L", "M", "N", "O", "P", "Q", "R", "S" in William Y. Wiley's Subdivision of the South and East Parts of Out Lot 159 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Marion County, Indiana.

EXCEPTING THEREFROM:

Except that part taken off the East end of said Lots "K", "L", "M", "N", "O", and "S" for the straightening of Blackford Street as shown in Miscellaneous Record 88, Page 288 and Plat Book 5, Page 31, in the Office of the Recorder of Marion County, Indiana.

ALSO,

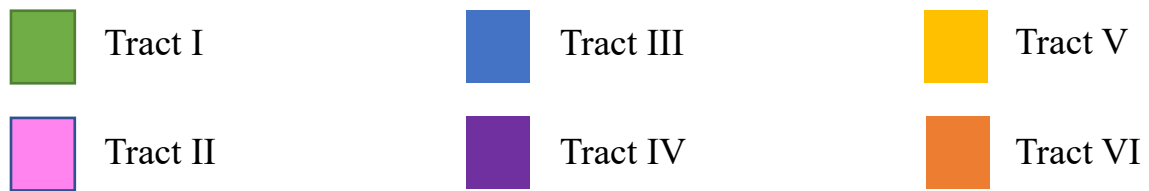
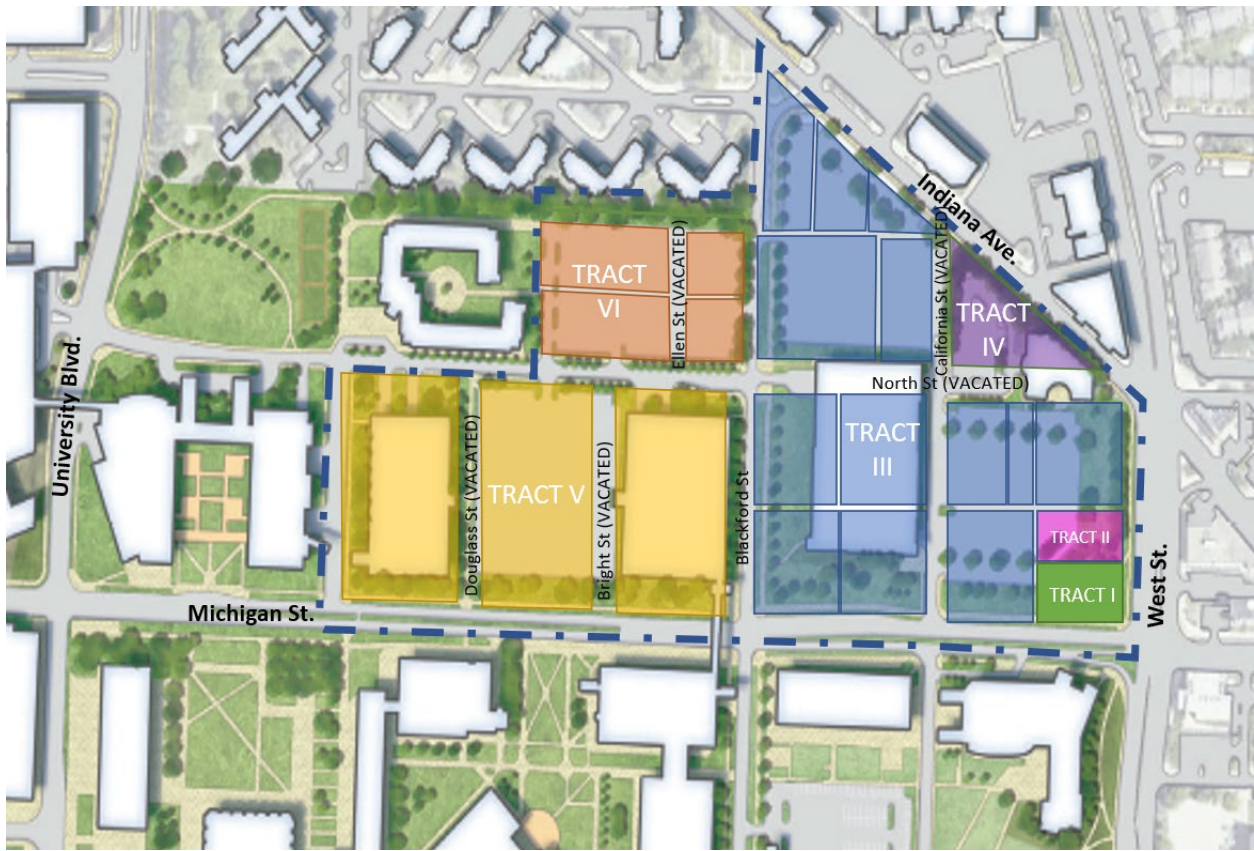
All that portion of the first ally lying West of Bright Street and being bounded by the North by the South line of Center Street and the South by the North line of North Street; also all that portion of the first ally lying North of North Street and being bounded by the West by the East line of Douglas Street and the East by the West line of Bright Street; also all that portion of the first alley lying East of Blake Street and being bounded by the North by the South line of the second ally North of North Street and the South by the North line of North Street; also all that portion of the First ally lying North of North Street and being bounded by the West by the East line of Blake Street and the East by the West line of Douglas Street all as set out in Declaratory Resolution No. 84-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that Portion of vacated Douglas Street being bounded on the North by the South line of Center Street and the South by the North line of North Street; also that portion of vacated Bright Street being bounded on the North by the South line of Center Street and the South by the North line of North Street; also all that portion of vacated Blake Street being bounded on the North by the South line of the second ally lying North of North Street and the South by the North line of North Street; also, all that portion of the South Half of vacated Center Street bounded on the West by the West line of Douglas Street and the East by the East line of Bright Street; also, all that portion of the first ally lying North of North Street being bounded on the West by the East line of Bright Street and the East by the West line of Blackford Street all as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

EXHIBIT "A-1"

Legal Description Reference Map



Disclaimer: Tracts are for reference purposes only. Prior to any New Improvement project, the Parties should conduct a site survey.

Appendix D-2

Lease

LEASE

THIS LEASE is made this 14th day of June, 2023 (the “*Effective Date*”), by and between THE TRUSTEES OF INDIANA UNIVERSITY (“*IU*”) and THE TRUSTEES OF PURDUE UNIVERSITY (“*Purdue*”)(Purdue and IU are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”) under the following circumstances:

WHEREAS, on December 1, 1970, IU and Purdue entered into an agreement for the operation of a shared campus in Indianapolis under the name Indiana University – Purdue University at Indianapolis (“*IUPUI*”) pursuant to a directive from the General Assembly to “work toward the unification of the Indianapolis Campuses of these two universities” (the “*Original Agreement*”); and.

WHEREAS, pursuant to the Original Agreement IU was designated as the responsible institution with power, authority, and responsibility for managing and operating IUPUI for the benefit of IU and Purdue, and the Parties were assigned specific academic, research and public service missions—it being the expectation that the Parties could modify their initial mission assignments from time to time; and

WHEREAS, the Parties have determined that it is in the interests of both Parties to work toward a plan of realignment (the “*Realignment Agreement*”) for IUPUI as contemplated by the Parties in the Memorandum of Understanding Between the Trustees of Indiana University and Purdue University Concerning Indiana University – Purdue University at Indianapolis dated as of August 12, 2022 (the “*MOU*”);

WHEREAS, a critical component of the MOU and the Realignment Plan is the lease by IU to Purdue of certain classroom, laboratory, and office facilities and related amenities located upon the IUPUI Campus (as herein defined) that will be used for the Purdue Realigned Academic Units (as defined in the MOU); and

WHEREAS, in furtherance thereof, IU desires to lease to Purdue, and Purdue desires to lease from IU, certain real estate and improvements located upon the IUPUI Campus, subject to the terms and conditions herein contained.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, IU and Purdue agree as follows:

ARTICLE I LEASED PREMISED AND COMMON AREAS

Section 1.01. Leased Premises. For and in consideration of the terms and conditions hereinafter stated, IU hereby leases to Purdue and Purdue hereby leases from IU the Leased Premises (as herein defined), together with all rights, privileges, and appurtenances attaching to or belonging to the Leased Premises and all improvements now or hereafter located thereon, and subject to all encumbrances, rights-of-way, easements, restrictions, limitations, covenants and other matters of record. Purdue hereby accepts the Leased Premises in its present condition “AS IS” with all faults and without representation or warranty from IU of any kind or nature, expressed

or implied, including any implied warranty of fitness for a particular purpose, other than as set forth in Section 2.02 below. Purdue acknowledges that it has conducted all inspections of the Leased Premises required for accepting the Leased Premises in their “AS IS” condition and is relying solely on such inspections and is not relying on any statement of IU or any information provided by IU. Purdue shall have the right to use any and all appurtenances and easements benefiting the Leased Premises.

Section 1.02. Use of Common Areas. IU grants to Purdue, its agents, employees, customers, invitees, licensees and concessionaires the non-exclusive right during the Lease Term to use the interior gathering areas, corridors, restrooms, and other facilities in the Common Areas (hereinafter defined), subject to the provisions of this Lease including, but not limited to, Article IV herein.

Section 1.03. Basic Lease Provisions:

- A. **Leased Premises:** The Leased Premises shall include portions of the buildings (each, a “**Building**”) described on **Exhibit A** attached hereto and incorporated herein by reference, subject to the following:
1. Purdue shall have the exclusive right to use and occupy those portions of the Leased Premises described in **Exhibit B** attached hereto and incorporated herein by reference (the “**Leased Premises**”).
 2. At any time during the Lease Term, Purdue shall have the right to remove no more than one (1) Building every three (3) years from the definition of the Leased Premises by providing written notice to IU of such election at least one (1) year prior to the date such election is to become effective. Following receipt of such notice, Purdue shall not thereafter have the right to reinstate the lease as to any Building so removed from the definition of the Leased Premises.
- B. **Lease Term:** Five (5) years; provided, however, that so long as no uncured Event of Default (as herein defined) then exists, this Lease shall automatically renew for ten (10) additional periods of five (5) years each subject to Section 2.01 hereunder.
- C. **Permitted Use:** Purdue may occupy and use the Leased Premises during the Lease Term for purposes of academic pursuits, research, housing for students, student services, and potential campus amenities for faculty, staff, or students (the “**Permitted Use**”).

ARTICLE II
LEASE TERM

Section 2.01. Term. The term of this Lease (the “**Original Term**”) shall be Five (5) years, commencing on July 1, 2024 (the “**Commencement Date**”) and expiring on June 30, 2029 (the “**Expiration Date**”), unless earlier terminated as set forth herein. Subject to Purdue's right to

remove certain Buildings from the definition of the Leased Premises, so long as no uncured, material Event of Default (as herein defined) exists at the expiration of the Original Term or then current Extension Term (which Event of Default shall be limited to circumstances arising from the action or inaction of Purdue hereunder), this Lease shall automatically renew for ten (10) additional periods of five (5) years each (each, an “**Extension Term**”)(the Original Term and Extension Term are sometimes referred to herein collectively as the “**Lease Term**”) unless Purdue gives notice to IU of its election not to renew the Lease at least one (1) year prior to the expiration of the Original Term or Extension Term as applicable. Each Extension Term of the Lease, if any, shall be governed by the terms and conditions herein contained.

Section 2.02. Covenants of Title and Quiet Enjoyment. IU represents and warrants to Purdue that IU has good and marketable fee simple title to the Leased Premises. IU covenants and agrees that so long as no Event of Default is continuing (and subject to the other terms and conditions of this Lease), Purdue shall have peaceful and quiet enjoyment of the Leased Premises during the Lease Term.

Section 2.03. Surrender of Leased Premises. Upon the termination of this Lease, Purdue shall surrender the Leased Premises to IU broom-clean and in good order and condition, ordinary wear and tear excepted, along with all keys and alarm codes for the Leased Premises (if any). In the event that Purdue holds over under this Lease, Purdue shall be responsible for all costs, expenses and liability incurred by IU as a result of such holdover. A nonconsensual holdover shall also be an Event of Default hereunder and IU shall be entitled to all remedies provided in this Lease. In the event that Purdue holds over under this Lease (i.e., fails to surrender the Leased Premises upon the expiration or termination of this Lease), Purdue shall pay IU a sum equal to One Hundred Twenty-Five Percent (125%) of the fair market rental value of the Leased Premises as reasonably determined by IU, plus all other amounts which Purdue would have been required to pay hereunder had this Lease been in effect (the “**Holdover Rent**”). Holdover Rent for any partial calendar month shall be computed on a daily basis to reflect the actual number of days in said partial month at an amount equal to one-three hundred sixty-fifths (1/365th) of the annual Holdover Rent for each day of said partial month.

If Purdue holds over without IU’s written consent for a period in excess of thirty (30) days without any action from IU to dispossess Purdue, Purdue shall be deemed to occupy the Leased Premises as a tenant at sufferance at the Holdover Rent, and all other terms and provisions of this Lease shall be applicable to such period. At any time, either Party may terminate such tenancy upon written notice delivered to the other Party at least ten (10) days in advance.

Section 2.04. Ownership and Removal of Improvements, Fixtures, Equipment and Furnishings. The term “**Purdue’s Property**” shall mean all personal property, furnishings, machinery, trade fixtures, equipment, proprietary software, colored wall tile or floor tile and improvements (trade or otherwise) which Purdue installs or has installed in the Leased Premises. Until or upon the termination or expiration of the Lease Term, Purdue may remove Purdue's Property from the Leased Premises no later than the termination or expiration date of the Lease Term. Notwithstanding the foregoing, in no event shall Purdue be required or permitted to remove any restroom fixtures, flooring, ceilings, walls or utility or electrical components located inside the walls nor any portions of the HVAC system(s).

ARTICLE III
RENT

Section 3.01. Rent. Rent shall be One Dollar (\$1.00) per year (“**Basic Rent**”).

Section 3.02. Place of Payments. All Rent and other payments required to be paid, and all statements required to be rendered by Purdue to IU shall be delivered to IU at its address set forth in Section 15.04 or to such other address as IU specifies to Purdue in accordance with such section.

Section 3.03. Additional Rent; Past Due Payments. In addition to the payment of Rent as provided in this Article III, Purdue shall pay to IU as "Additional Rent" all other sums of money and charges required to be paid by Purdue to IU under this Lease whether or not the same are designated Additional Rent including, but not limited to, Purdue's proportionate share of all O&M Services as provided in Article VI hereof (Basic Rent and O&M Services are sometimes referred to herein collectively as “**Rent**”). If any payment required to be made shall not be paid when due, such unpaid amounts shall bear interest from the due date to the date of payment at the rate of eight percent (8%) per annum (the “**Interest Rate**”).

ARTICLE IV
USE OF LEASED PREMISES

Section 4.01. Permitted Use. Purdue may occupy and use the Leased Premises during the Term for the Permitted Use.

Section 4.02. Use of the Leased Premises. Purdue and IU each covenant and agree, as applicable, to the following:

(a) Purdue shall not vacate or abandon the Leased Premises, allow any waste, damage or nuisance on the Leased Premises, or use or permit the use of the Leased Premises for any unlawful purpose or for any activity of a type which is not generally considered appropriate for a university campus;

(b) Purdue shall keep the Leased Premises in a careful, safe, sanitary, clean and proper manner and condition in accordance with all directions, rules and regulations of the health, fire, building and other offices and governmental agencies having jurisdiction over the Leased Premises, and shall comply with all laws, ordinances, rules, regulations, orders and decrees of any

governmental entity or personnel now or hereafter affecting or relating to the Leased Premises or the use thereof;

(c) The outside areas immediately adjoining the Leased Premises shall be kept clean and free from dirt and rubbish by Purdue to the reasonable satisfaction of IU, and Purdue shall not permit or place any obstructions in such areas. Purdue shall not place outside the Leased Premises garbage, trash, merchandise, containers or other materials incidental to Purdue's operations except that Purdue shall store all refuse in proper rodent-proof, insect-proof and fireproof containers outside the Leased Premises in areas designated by IU;

(d) Purdue shall not be permitted to install, without the prior written consent of IU, a separate wireless intranet, internet and communications network, cable television, and/or satellite dish service; provided, however, that the Parties covenant and agree to reasonably cooperate and to negotiate in good faith with respect to the cost and logistics for IU's making network infrastructure available to Purdue.

(e) Intentionally Deleted

(f) Purdue shall load and unload all supplies, trade fixtures, equipment and furniture and cause the collection of rubbish only through the service doors or other doors of the Leased Premises designated by IU;

(g) Purdue and IU shall use its best efforts to cause the parking of trucks and delivery vehicles so as not to unreasonably interfere with, or suffer or permit any other use thereon to unreasonably interfere with, the use of any driveways, walks, roadways, highways, streets, malls or parking areas or other Common Areas;

(h) Purdue and IU shall not unreasonably interfere with the use of the Common Areas by each other or others entitled to the use thereof;

(i) Purdue shall not use or permit the use of the plumbing facilities within the Leased Premises for any purpose other than for the limited purpose for which such facilities were constructed and shall not place any foreign objects therein; and

(j) Purdue shall not make, paint, decorate, drill or in any way deface any glass, windows, walls, ceilings, partitions, awnings, canopies, roof, doors, floors, wood, stone or ironwork, without IU's written consent which shall not be unreasonably withheld.

ARTICLE V SIGNAGE

Section 5.01. Signage. Purdue shall have the right to place and maintain on such portions of the IUPUI Campus outside the Leased Premises as may be reasonably agreed upon by IU and Purdue (a) wayfinding signage; and (b) such additional signage as may be reasonably desired by Purdue to identify Purdue's location and presence on the IUPUI Campus, so long as such signage is reasonably consistent in size and location with the signage used by IU on the IUPUI Campus

(the "**Purdue Signage**"). IU shall have the right to place and maintain on and within the Leased Premises as may be reasonably agreed upon by IU and Purdue (a) wayfinding signage; and (b) such additional signage as may be reasonably desired by IU to identify IU's location and presence on the IUPUI Campus, so long as such signage is reasonably consistent in size and location with the other signage used by IU on the IUPUI Campus (the "**IU Signage**," and collectively with the Purdue Signage, the "**Signage**"). Each Party shall maintain their Signage in good condition, appearance and repair at all times.

Section 5.02. Installation. Each of the Parties shall be solely responsible for the cost of fabrication, installation and maintenance of the its Signage. Purdue's Signage shall not have any electrical components unless approved in writing by IU.

Section 5.03. Removal. Purdue's Signage may be removed by Purdue upon the expiration or earlier termination of this Lease provided that Purdue shall repair any damage to the Leased Premises or the IUPUI Campus caused by such removal. Upon the passage of thirty (30) business days after the expiration or earlier termination of the Lease, IU shall have the right to remove Purdue's Signage and to have any damage from such removal repaired, all at Purdue's sole cost and expense. Purdue's obligation to pay such expense to IU shall survive the expiration or earlier termination of this Lease.

ARTICLE VI OPERATING EXPENSES

Section 6.01. Common Areas.

(a) Definition. As used in this Lease, "Common Areas" are defined to mean the interior gathering areas, corridors, restrooms, and other shared facilities in the Buildings in which the Leased Premises are located.

(b) Management of Common Areas. IU shall operate, manage, equip, light, repair, clean, maintain and replace the Common Areas for their intended purposes in such manner as IU in its reasonable discretion shall determine, and the Common Areas shall at all times be subject to the exclusive control and management of IU.

Section 6.02. Maintenance Expenses.

(a) As the institution responsible for managing and operating the IUPUI Campus, IU will continue to provide operations and maintenance services ("**O&M Services**") for the Leased Premises and Commons Areas. The O&M Expenses (as herein defined), including real property taxes, for the Leased Premises shall be the joint responsibility of the Parties. Within sixty (60) days after the end of each calendar year, IU shall present Purdue with an invoice detailing Purdue's Proportionate Share of the O&M Expenses. Purdue shall reimburse IU for Purdue's share of such costs within sixty (60) days after presentment of the invoice.

(b) The term "**O&M Expenses**" shall mean those expenses incurred by IU with respect to the operation and maintenance of the Leased Premises, the Common Areas, and improvements thereon, which, in accordance with accepted principles of sound accounting practice as applied to

the operation and maintenance of comparable facilities, are properly chargeable to the operation and maintenance of the Leased Premises and the Common Areas, which costs shall include, without limitation: (i) real property taxes and assessments levied against the Leased Premises and/or Common Areas; (ii) non-capital repair and maintenance to the roof, roofing system, exterior walls, foundation, structure, heating, air conditioning, ventilation, electrical, fire sprinkling and plumbing systems of improvements, the common areas, paved areas, parking facilities, exterior grounds and landscaping; (iii) reasonable management fees and administrative costs not to exceed fifteen percent (15%) of all other O&M Expenses; (iv) general commercial liability insurance carried by IU relating to the Common Areas or the provision of O&M Expenses; (v) property insurance for the Buildings comprising the Leased Premises; (vi) electricity, steam, chilled water, sewer, fiber optic, cable, and natural gas services; (vii) routine janitorial service for the Common Areas; and (viii) other customary charges directly related to the operation and maintenance of the Leased Premises and/or Common Areas.

(c) O&M Expenses shall not include: (i) costs of alterations of buildings (ii) costs of capital improvements; (iii) costs of any such maintenance or repairs made necessary by the negligence or willful misconduct of a Party or its employees, agents, or contractors; (iv) any maintenance or repairs caused by, or arising out of, a Party's alterations or additions to the Leased Premises; (v) depreciation; and (vi) any cost or expenditure (or portion thereof) for which IU is reimbursed, whether by insurance proceeds or otherwise. In the case of (iii) or (iv) above, the Party causing the need for the maintenance or repairs shall bear the full cost of such maintenance or repairs.

(d) "*Purdue's Proportionate Share*" of O&M Expenses shall be that portion of such O&M Expenses which the assignable square feet of space within the Leased Premises bears to the total assignable square feet of space within the Buildings. The square footage calculation includes _____ assignable square feet of exclusive use space within the Leased Premises, and, based on a Load Factor (as herein defined) of _____, _____ non-assignable square feet as Purdue's share of Common Areas. The gross square footage of the Buildings is _____. The total net assignable square footage of the Buildings is _____. The Load Factor of the Buildings (dividing net assignable square footage by total gross square footage) is _____. Purdue is therefore leasing _____ net rentable square feet (Purdue's exclusive use space of _____ net assignable square feet, multiplied by the Load Factor as calculated (which adds the Load Factor) equals _____ the total net rentable square feet. Therefore, Purdue's proportionate share of leased space in the Buildings is equal to _____ percent of the Buildings. The Parties agree to adjust Purdue's Proportionate Share from time to time based on Purdue's exercise of its right to remove Buildings from the definition of the Leased Premises.

(e) Purdue shall permit IU at reasonable times and upon reasonable advance notice to examine the Leased Premises. Notwithstanding the above, the Parties agree that IU shall not be required to provide advance notice to Purdue (i) when providing routine O&M Services on the Leased Premises and Common Areas; or (ii) when entering onto the Leased Premises or the Common Areas for purposes of performing emergency repairs or maintenance. In the course of providing O&M Services, IU is permitted take into and through said Leased Premises and Common Areas all materials required, and to close or temporarily suspend operation of entrances, doors, corridors, elevators or other facilities. IU agrees, however, to use commercially reasonable efforts to carry out O&M Services in a manner to minimize interference with day-to-day operations

and use of the Leased Premises and Common Areas. The Parties will work in good faith to try to ensure that any State appropriations that are envisioned to cover the cost of IU's financial responsibility for the accessways, sidewalks, parking areas and related improvements located within the Leased Premises, the Common Areas, or on any adjacent public right-of-way, and any repair and rehabilitation expenses for the Leased Premises, Common Areas, or any adjacent public right of way, will be appropriated to IU.

(f) It is understood that IU is providing the O&M Services "AS IS" and does not warrant that any of the O&M Services referred to above, or any other services which IU may supply, will be free from interruption. The Parties acknowledge that any one or more such services may be suspended by reason of accident or of repairs, alterations or improvements necessary to be made, trouble in obtaining fuel, electricity, service or supplies from the sources from which they are usually obtained, or by strikes or lockouts, or by reason of operation of law, or causes beyond the reasonable control of IU. Except for an interruption caused by the gross negligence or willful misconduct of IU, any such interruption or discontinuance of service shall never be deemed a disturbance of the Purdue's use and possession of the Leased Premises and/or Common Areas, or any part thereof, or render IU liable to Purdue or any other party for damages, or relieve a Party from performance of that Party's obligations under this Agreement. Purdue shall give IU prompt written notice of any damage to, or defective condition in any part or appurtenance of plumbing, electrical, or other systems serving, located in, or passing through the Leased Premises.

(g) Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree to enter into good faith discussions regarding IU providing removal of hazardous waste and related materials from the Leased Premises and including the cost thereof as part of the O&M Expenses.

. ARTICLE VII
MAINTENANCE AND REPAIRS

Section 7.01. Limitation. Except as herein specifically provided to the contrary, IU shall not be responsible for making any repairs of any kind in or upon the Leased Premises.

Section 7.02. Maintenance by IU. IU shall maintain, at its sole cost and expense, the exterior and structural components of the Buildings comprising the Leased Premises, including but not limited to the roof, exterior walls, foundation, floor slab, sprinkler system, exterior canopies, gutters and water spouts, truck loading facilities, and utility services extending to the service connections within the Premises. IU shall not, however, be responsible for making any repairs thereto occasioned by any act or negligence of Purdue, its employees, contractors, agents, servants, customers, invitees, lessees, licensees, assignees or concessionaires or by vandalism or burglary to the Leased Premises; and, in such case, Purdue shall promptly make any such repairs at its sole cost and expense.

Section 7.03. Maintenance by Purdue. Purdue shall not suffer or permit any damage, injury or waste to the Leased Premises.

Section 7.04. Notice. Purdue shall give IU prompt written notice (i) of the need for any maintenance, replacement or repairs which IU is obligated to make under Section 7.02 and (ii) of any material damage, injury or disrepair to the Leased Premises or any part thereof.

Section 7.05. Alterations and Additions. Purdue shall make no alterations or additions to any part of the Leased Premises without the prior written consent of IU. All alterations and additions to the Leased Premises shall be made in accordance with all applicable laws, codes, rules, regulations and ordinances and shall, except as otherwise herein provided, remain for the benefit of IU. IU reserves the right, along with any architects or other consultants to inspect any completed alterations, and, if such alterations are not in compliance with said laws and regulations, IU may cause the remodeling, additions, alterations or other changes to be in compliance at Purdue's cost. Purdue's obligations under this section shall survive the expiration or earlier termination of this Lease.

ARTICLE VIII INSURANCE

Section 8.01. Property Insurance. At all times during the Lease Term, IU shall be responsible for purchasing and maintaining property insurance for the Leased Premises and Common Areas, protecting the same against loss or damage by fire, vandalism, malicious mischief and such other risks as are normally included under "extended coverage" endorsements and perils insured against by "All Risk" coverage, including earthquake and flood, in amounts of not less than 100% of the current replacement cost. All property damage insurance policies carried by the Parties covering the Leased Premises shall name both Parties as co-insureds, or as additional insureds, and shall expressly waive any right of recovery, claim or cause of action on the part of the insurer against a Party for loss or damage to the other Party, which loss or damage is covered by such insurance. Notwithstanding anything contained herein to the contrary, the Parties acknowledge and agree that the cost of Property Insurance as contemplated by this Section 8,01 shall be subject to reimbursement as and included in the O&M Expenses reimbursed to IU in accordance with Section 6.02.

Section 8.02. Liability Insurance. Each Party shall secure, at its sole expense: (a) commercial general liability insurance with respect to the activities conducted by that Party upon the Leased Premises and/or Common Areas in an amount of Five Million and No/100 Dollars (\$5,000,000.00) combined limits for any injuries, deaths, or property damage sustained as a result of any one accident or occurrence; (b) workers' compensation insurance in amounts required by applicable law; and (c) employer's liability coverage of at least Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence. All commercial general liability insurance policies shall include by endorsement as additional insureds the other Party (or its successors and assignees), its trustees, officers, directors, employees, and agents. The other Party and its designees shall be given at least ten (10) days' advance written notice of any cancellation, termination, material change or lapse of insurance referenced in this section, by the Party that secured the insurance. Each Party shall, upon request, provide the other Party with a certificate of insurance evidencing the Party's insurance. All commercial general liability insurance policies shall be primary and non-contributing with respect to any insurance carried by the other Party.

Section 8.03. Waiver of Subrogation. Each Party releases, and shall cause their contractors to release, the other Party, and their respective authorized representatives, from any claims for damage to any person, or to the Leased Premises or Common Areas, and other improvements located upon the Leased Premises, and to the fixtures, personal property, and equipment in the Leased Premises that are caused by or result from risks insured against or which would be insured against under any fire and extended coverage insurance policies carried, or customarily carried, by the Parties, or by the Parties' contractors, at the time of the damage. Each Party shall cause each insurance policy obtained by that Party, or by that Party's contractor, to provide that the insurance company waives all right of recovery by way of subrogation against the other Party in connection with any damage covered by any such policy.

ARTICLE IX
CASUALTY

If fire or other casualty insurable under an insurance policy covering direct physical loss or damage from covered causes of loss perils, including earthquake and flood, required to be carried (or otherwise carried) by IU covering the Leased Premises shall render the whole or any material portion of the Leased Premises untenable, and if the Leased Premises can reasonably be expected to be repaired and restored to their condition existing immediately prior to the casualty within one hundred eighty (180) days from the date of such event, then IU shall, following written notice to Tenant within thirty (30) days of the damage or destruction stating that the Leased Premises can and will be repaired within said one hundred eighty (180) day period, repair and restore the Leased Premises to their condition prior to the fire or other casualty within such one hundred eighty (180) day period (subject to delays for causes beyond IU's reasonable control such as delays due to issuance of building permits or obtaining of insurance proceeds provided IU diligently pursues the same). If fire or other casualty insurable under an "all risk of physical loss" policy of insurance required to be carried by IU covering the Leased Premises shall render the whole or any material portion of the Leased Premises untenable and the Leased Premises cannot reasonably be expected to be repaired and restored to their condition existing immediately prior to the casualty, within one hundred eighty (180) days from the date of such event, or if an uninsurable casualty shall render the whole or any material portion of the Leased Premises untenable, then IU or Tenant, by notice in writing to the other, given within thirty (30) days from the date of such damage or destruction, may terminate this Lease effective upon the date of such damage or destruction. If neither party terminates this Lease pursuant to its rights herein, then IU shall repair and restore the Leased Premises to its condition prior to the damage or destruction within that time period reasonably necessary for such repair and restoration (subject to delays for causes beyond IU's reasonable control such as delays due to issuance of building permits or obtaining of insurance proceeds provided IU diligently pursues the same and, more, subject to delays caused by Purdue.

ARTICLE X
EMINENT DOMAIN

In the event that all or a part of the Leased Premises is taken or condemned for public or quasi-public use under any statute or by the right of eminent domain, or that in lieu thereof all or a part of the Leased Premises is sold to a public or quasi-public body under threat of condemnation,

and such taking, condemnation or sale renders the Leased Premises unsuitable for operation of the Purdue's business therein, this Lease shall terminate on the date possession of all or such part of the Leased Premises is transferred to the condemning authority. All rent shall be paid up to the date of termination; and all compensation awarded or paid for the taking or sale in lieu thereof shall belong to and be the sole property of IU; and Purdue shall have no claim against IU for the value of any unexpired portion of the Lease Term; provided, however, that Purdue shall be entitled to any award expressly made to Purdue for Purdue's interest in the Lease, loss of business or depreciation to and cost of removal of personal property and trade fixtures so long as such award shall not reduce the compensation paid or awarded to IU. Each Party agrees not to use its own condemnation authority to condemn the Leased Premises, any part thereof, or any adjacent property owned by the other Party.

ARTICLE XI ASSIGNMENT

Neither Party may assign or otherwise transfer this Lease without the prior written consent of the other Party, not to be unreasonably withheld, conditioned, or delayed.

ARTICLE XII DEFAULT AND REMEDIES

Section 12.01 Default. The occurrence of any one or more of the following events shall be deemed to be an "Event of Default" under this Lease:

(a) the failure of a Party to pay any sum required to be paid under this Lease within ten (10) days after written notice of such failure from a Party entitled to demand such payment;

(b) the failure of a Party to comply with any other covenant or provision of this Lease within thirty (30) days after written notice of such failure from a Party entitled to demand such performance, provided if such failure is not susceptible of being cured within such thirty (30) day period, a Party shall have a reasonable period beyond such thirty (30) day period to effect such cure, so long as such Party commences to cure such failure within such thirty (30) day period and diligently pursues the same to completion and any expenses incurred by the other Party as a result of such failure are paid by the such Party.

Section 12.02 Remedies. When an Event of Default exists, the non-defaulting Party shall have the following remedies, which shall be its sole and exclusive remedies:

(a) following any Event of Default, the non-defaulting Party may perform the covenant of the Party which is in default (entering on the property of the defaulting Party, if necessary) and recover the cost of such performance, including an oversight and administrative fee of fifteen percent (15%) of the cost of the work, from the defaulting Party. The non-defaulting Party's performance of such covenant shall neither subject the non-defaulting Party to liability for any loss, inconvenience or damage to the defaulting Party nor be construed as a waiver of the

defaulting Party's default or of any other right or remedy provided for herein respecting such default;

(b) with respect to a default in any payment due from a Party under this Lease, the Party entitled to said payment may bring suit for the collection of any amounts for which the defaulting Party is in default; and/or

(c) following any Event of Default by a defaulting Party, the non-defaulting Party may exercise any other right or remedy at law or in equity, including the right to enjoin the failure to perform, or specifically enforce the performance of, any covenants with respect to which the defaulting Party is in default under this Lease; provided, however, that neither Party shall have the right to terminate this Lease as a result of an uncured Event of Default.

Interest on any amounts due and owed by Purdue with respect to an Event of Default hereunder shall bear interest at the Interest Rate

ARTICLE XIII SURRENDER

Upon the expiration or earlier termination of this Lease, Purdue shall quit and surrender to IU the Leased Premises, together with all property permanently affixed to the Leased Premises, in good order and condition (ordinary wear and tear and insured casualties excepted), broom-clean and free of all waste and debris. Purdue shall remove any or all of its own property, including without limitation its trade fixtures and equipment, and upon Purdue's failure to do so, IU may cause all or any item of such property to be removed at Purdue's expense. Purdue hereby agrees to pay all costs and expenses of any removal and of the repair of any damage to the Leased Premises caused by such removal, excluding costs and expenses caused by the negligent acts of IU, its agents or contractors. Purdue's obligation to observe and perform these covenants shall survive the expiration or earlier termination of this Lease.

ARTICLE XIV ESTOPPEL CERTIFICATES, ATTORNMENT AND SUBORDINATION

Section 14.01. Estoppel Certificates. Within ten (10) business days after IU's written request therefor, Purdue shall deliver to IU (upon a form provided by IU) or to any prospective purchaser or mortgagee of the Leased Premises a written statement in recordable form certifying (if such is the case) that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended; that all covenants, conditions and agreements on the part of IU hereunder have been performed; that there are no defenses or offsets to the enforcement of this Lease by IU, or stating those claimed by Purdue; and such other information as is reasonably requested by IU or any prospective purchaser or mortgagee.

Section 14.02. Attornment. Purdue shall, in the event that any proceedings are brought for the foreclosure of any mortgage made by IU covering the Leased Premises, attorn to the purchaser upon such foreclosure and recognize such purchaser as IU under this Lease.

Section 14.03. Subordination. Within ten (10) business days following IU's written request, Purdue shall execute and deliver to IU (upon a form provided by IU) a commercially reasonable agreement in recordable form subordinating Purdue's rights hereunder to the lien of any mortgage or mortgages or the lien or security interest from any other method of financing or refinancing (hereinafter collectively referred to as "Mortgage") now or hereafter encumbering the land of which the Leased Premises are a part, the Leased Premises and the buildings now or hereafter built or to be built in the IUPUI Campus or IU's interest in such land, Leased Premises or buildings. IU agrees to obtain from the holder of such Mortgage a written agreement providing, in substance, that so long as Purdue faithfully discharges its obligations under this Lease and is not in default hereunder, its tenancy under this Lease will not be disturbed.

ARTICLE XV
MISCELLANEOUS PROVISIONS

Section 15.01 Permitted Delays. Whenever performance is required of any Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion or performance of any non-monetary covenant, agreement, work, service, or other act required under this Lease to be performed by such Party shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, pandemic, outbreak of disease and orders of government or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a Party (other than financial reasons)("Permitted Delays"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any Permitted Delays for which a Party is entitled to delay its performance under this Agreement and (ii) that Party anticipates that such Permitted Delays will cause a delay in its performance under this Lease, then that Party agrees to provide written notice promptly to the other Party to this Lease of the nature and the anticipated length of such delay.

Section 15.02 Memorandum of Lease. IU and Purdue shall execute and deliver to the Marion County Recorder's Office a short-form or memorandum of lease in recordable form so as to give public notice of the existence of this Lease. Such memorandum of lease shall be in the form attached hereto as **Exhibit D**.

Section 15.03 Real Estate Commissions. The Parties each represent that they have not dealt with any broker in connection with this Lease and agree to indemnify each other from any loss, damage or claim arising from a breach of such representation.

Section 15.04 Notices. All notices permitted or required to be given by any Party hereunder shall be deemed to have been fully given when made in writing and delivered in person, by nationally recognized overnight courier, deposited in the United States mail, certified, postage prepaid or sent by electronic mail, and addressed as follows:

If to IU:	Indiana University Attention: Vice President, Capital Planning and Facilities 107 S. Indiana Avenue, Bryan Hall 205
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Bloomington IN 47405
Phone: 812-855-6992
E-mail: vpcpfiff@indiana.edu

With a copy to: Office of the Vice President and General Counsel
107 S. Indiana Avenue, Bryan Hall 211
Bloomington IN 47405
Phone: 812-855-9739
E-mail: ypgc@iu.edu

If to Purdue: Purdue University
Attention: Vice President, Auxiliary Services
610 Purdue Mall, Hovde Hall
West Lafayette IN 47907
Phone: 765-494-8000
E-mail: adminops@purdue.edu

With a copy to: Office of Legal Counsel
Attention: General Counsel
610 Purdue Mall, Hovde Hall
West Lafayette IN 47906
Phone: 765-496-9059
E-mail: legalcounsel@purdue.edu

All such notices shall be deemed to be received upon delivery in person or by overnight courier, on the fifth (5th) day after mailing or the date of transmission if sent by electronic mail. Either Party may change its address for notice by written notice given in accordance herewith.

Section 15.05 Construction and Interpretation. The captions of each article and section hereof are added as a matter of convenience only and shall be considered to be of no effect in the construction or interpretation of any provision or provisions of this Lease. The terms of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns. This Lease shall be interpreted and its provisions shall be applied in accordance with the laws of the State of Indiana. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term, covenant, or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements regarding the subject matter hereof. This Lease may be amended and modified only in a writing signed by IU and Purdue. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and the terms and provisions of this instrument shall be construed accordingly. All provisions hereof which by their nature would be expected to survive the termination or expiration of this Lease shall so survive.

Section 15.06 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument.

Section 15.07 Mechanic's Liens. The Parties will not permit any mechanic's lien or liens to be filed against the Leased Premises at any time for any work done for or materials furnished to a Party; provided that a Party may contest such lien or liens in good faith if a Party (a) deposits as required by law a sufficient surety bond or other security to obtain a release of the lien or liens and (b) obtains a court order releasing the lien or liens. If any such lien or liens are filed, then the Party against whom the lien is filed shall cause the same to be removed within forty-five (45) days of the date of filing.

Section 15.08 Waivers. No waiver of any condition or covenant in this Lease by either Party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant of this Lease. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and in addition to every other right or remedy now or hereafter existing at law, in equity, or by statute, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises. No delay or omission to exercise any right or power by either Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein.

Section 15.09. Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or any relationship between the parties hereto other than that of landlord and tenant.

Section 15.10. Consent. Whenever it is necessary under the terms of this Lease for either Party to obtain the consent or approval of the other Party, except as expressly specified herein to the contrary, such consent or approval shall not be unreasonably withheld, conditioned or delayed. In the event that either Party objects to the withholding of consent or approval by the other Party, the objecting Party shall be limited to the remedies of specific enforcement or an injunction to enforce the withholding Party's obligation to consent, so long as the withholding Party is not acting maliciously or in bad faith. The Parties hereby waive any claims for monetary damages as a result of a Party's wrongful withholding or delay in giving consent, so long as the Party whose consent is required is not acting maliciously or in bad faith. Unless a different time period is specifically provided for in the Lease, any consent which is not provided (or reasonably withheld and such decision has been communicated to the other Party in writing) within thirty (30) days of the date the request for the same is received, unless such delay is due in whole or in part to requesting Party's acts or omissions, shall be deemed to have been given.

Section 15.11 Successors or Assigns. Except as otherwise specified in this Lease, all of the provisions contained in this Lease shall run with the land and bind and inure to the benefit of IU and Purdue and their respective heirs, successors and permitted assigns. Any references in this Lease to IU and Purdue shall be deemed to include their respective heirs, successors and permitted assigns.

Section 15.12. Disputes. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other or any work to be performed by either of them under the provisions hereof, the Party against whom the obligation to pay or to perform is asserted shall have the right to make payment or perform such work and pay the cost thereof "under protest," and such payment or performance, so long as specifically identified, in writing, as "under protest," shall not be regarded as a voluntary payment or performance and the right of said Party to institute suit to recover the amount paid "under protest" shall survive. If it shall be adjudged or mutually agreed by Purdue and IU that there was no legal obligation on the part of said party to pay such sum or any part thereof or that said Party was not legally obligated to perform, said Party shall be entitled to recover the amount paid "under protest" or so much thereof as it was not legally required to pay under the provisions of this Lease.

Section 15.13. Indemnification. Purdue shall indemnify, defend, and hold harmless IU from and against all claims, losses, costs, damages or expenses, including reasonable attorney's fees actually incurred (collectively, the "Damages") directly or indirectly arising out of or attributable to (i) any personal or bodily injury (including death) or damage to property which occurs in or about the Leased Premises during the Lease Term or any holdover by Purdue following the expiration or termination of this Lease, except to the extent of Damages resulting from any act or omission of IU, its officers, employees, agents, or contractors. IU shall indemnify, defend, and hold harmless Purdue from and against all Damages directly or indirectly arising out of or attributable to (i) any personal or bodily injury (including death) or damage to property which occurs in or about the Leased Premises during the Lease Term to the extent caused by IU's negligence or intentional misconduct, or that of its officers, employees, agents, or contractors. Each Party's obligations under this Section 15.13 shall be subject to the waiver of subrogation contained in Section 8.03 and limited in substance by statutes and constitutional provisions designed to protect the exposure and liability of that Party as an instrumentality of the State of Indiana (e.g., actions and conditions as to which that Party is immunized by the Indiana Tort Claims Act ("***Tort Claims Act***"), dollar limits stated in the Tort Claims Act, exemption from punitive damages, the continued ability to defeat a claim by reason of contributory negligence or fault of claimant), so that the Party's liability to indemnify, defend and hold harmless shall not exceed what might have been its liability to a claimant if sued directly in Indiana by the claimant and all appropriate defenses had been raised by that Party.

[Signature Page Follows]

IN WITNESS WHEREOF, IU and Purdue have executed this Lease as of the Effective Date.

“IU”

THE TRUSTEES OF INDIANA UNIVERSITY

By: _____

Printed: _____

Its: _____

“PURDUE”

THE TRUSTEES OF PURDUE UNIVERSITY

By: _____

Printed: _____

Its: _____

EXHIBIT "A"

DESCRIPTION OF THE BUILDINGS COMPRISING THE LEASED PREMISES

Building A:

Building Name:	Engineering Technology Building (ET)
Address:	799 W Michigan St, Indianapolis IN 46202
Building #:	IN071
Built:	1975
Proportionate Share of Leased Premises (%):	79%

Building B:

Building Name:	Engineering Science & Technology Building (SL)
Address:	723 W Michigan St, Indianapolis IN 46202
Building #:	IN072
Built:	1991
Proportional Share of Leased Premises (%):	42%

Building C:

Building Name:	Innovation Hall (IO)
Address:	625 W Michigan St, Indianapolis IN 46202
Building #:	IN074
Built:	2020
Proportional Share of Leased Premises (%):	46%

Building D:

Building Name:	Science and Engineering Laboratory Building (EL)
Address:	350 N Blackford St, Indianapolis IN 46202
Building #:	IN070
Built:	2013
Proportional Share of Leased Premises (%):	11%

Building E:

Building Name:	Science Building (LD)
Address:	402 N Blackford St, Indianapolis IN 46202
Building #:	IN073
Built:	1992
Proportional Share of Leased Premises (%):	0.6%

EXHIBIT “B”





LEASED PREMISESS

B-1	Building A:	Engineering Technology Building (ET)
B-2	Building B:	Engineering Science & Technology Building (SL)
B-3	Building C:	Innovation Hall (IO)
B-4	Building D:	Science and Engineering Laboratory Building (EL)
B-5	Building E:	Science Building (LD)
B-6	Map of the Leased Buildings	


EXHIBIT “B-1”

Building A: Engineering Technology Building (ET)

[REDACTED]

Organization/Unit		AREA
	IN-COMPUTER GRAPHICS TECHNOLOGY (PURDUE)	2,002
	IN-ENGINEERING AND TECHNOLOGY (PURDUE)	3,911
	IN-ENGINEERING TECHNOLOGY (PURDUE)	1,798
	IN-MECHANICAL ENGINEERING (PURDUE)	1,218
TOTAL:		8,929
FLOOR GROSS:		31,958

IN071
I.U.PUI
ENGINEERING TECH.
BASEMENT FLOOR
LEVEL 1 OF 5






GROSS AREA THIS LEVEL: 31,958 Sq. Ft.
NOT FOR PUBLIC USE OR DISTRIBUTION

INDIANA UNIVERSITY
SPACE INFORMATION

FILENAME: IN071-1.DWG LAST UPDATE: 1/20/2017

[REDACTED]

Organization/Unit	
	IN-ENGINEERING AND TECHNOLOGY - IUPUI (PURDUE) <u>AREA</u> 3,075
	IN-ENGINEERING TECHNOLOGY (PURDUE) 10,658
	IN-MECHANICAL ENGINEERING (PURDUE) 5,142
	TOTAL: 18,875
	FLOOR GROSS: 31,292

IN071
I.U.P.U.I.
ENGINEERING TECH.
1st FLOOR
LEVEL 2 OF 5







NORTH

GROSS AREA THIS LEVEL: 31,292 Sq.Ft.


NOT FOR PUBLIC RELEASE

INDIANA UNIVERSITY
SPACE INFORMATION
FILENAME: IN071-2.dwg DATE: 09/09/2018

[REDACTED]

Organization/Unit		AREA
	IN-ELECTRICAL & COMPUTER ENGR (PURDUE)	949
	IN-ENGINEERING AND TECHNOLOGY (PURDUE)	4,245
	IN-ENGINEERING TECHNOLOGY (PURDUE)	10,207
	IN-TECHNOLOGY LEADERSHIP & COMM (PURDUE)	529
TOTAL:		15,930
FLOOR GROSS:		30,452

IN071
I.U.P.U.I.
ENGINEERING TECH
2nd FLOOR
LEVEL 3 OF 5








NORTH

GROSS AREA THIS LEVEL: 30,452 Sq. Ft.
NOT FOR PUBLIC USE OR DISTRIBUTION


INDIANA UNIVERSITY
SPACE INFORMATION

FILENAME: IN071-3.dwg DATE: 02/11/2019

[REDACTED]

Organization/Unit		AREA
	IN-COMPUTER GRAPHICS TECHNOLOGY (PURDUE)	1,380
	IN-COMPUTER INFO LEADERSHIP TECH (PURDUE)	5,085
	IN-ENGINEERING TECHNOLOGY (PURDUE)	2,051
	IN-TECHNOLOGY LEADERSHIP & COMM (PURDUE)	2,749
	IN-MECHANICAL ENG (PURDUE)	679
TOTAL:		11,944
FLOOR GROSS:		30,135

IN071
IUPUI
ENGINEERING TECH.
THIRD FLOOR
LEVEL 4 OF 5



NORTH

GROSS AREA THIS LEVEL: 30,141 Sq.Ft.

INDIANA UNIVERSITY
SPACE INFORMATION

FILENAME: IN071-4.dwg DATE: 10/09/2017

EXHIBIT "B-1"

Room List

BLDG	BDLG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN071	ENGINEERING & TECHNOLOGY	ET003	IN-ENGT	COMPUTER NETWORK CENTER	SUPPORT STAFF OFFICE	N/A
IN071	ENGINEERING & TECHNOLOGY	ET003A	IN-ENGT	COMPUTER NETWORK CENTER	ADMIN. OFFICE	KIPPENBROCK, JIM
IN071	ENGINEERING & TECHNOLOGY	ET003B	IN-ENGT	COMPUTER NETWORK CENTER	ADMIN. OFFICE	MEAGHER, ROBERT
IN071	ENGINEERING & TECHNOLOGY	ET003C	IN-ENGT	COMPUTER NETWORK CENTER	ADMIN. OFFICE	APRILE, MARJORIE
IN071	ENGINEERING & TECHNOLOGY	ET003D	IN-ENGT	COMPUTER NETWORK CENTER	ADMIN. OFFICE	VACANT
IN071	ENGINEERING & TECHNOLOGY	ET003E	IN-ENGT	COMPUTER NETWORK CENTER	ADMIN. OFFICE	VACANT
IN071	ENGINEERING & TECHNOLOGY	ET003F	IN-ENGT	COMPUTER NETWORK CENTER	OFFICE SERVICE	N/A
IN071	ENGINEERING & TECHNOLOGY	ET003G	IN-ENGT	COMPUTER NETWORK CENTER	OFFICE CONFERENCE	N/A
IN071	ENGINEERING & TECHNOLOGY	ET005	IN-CGT	CIT TECHNOLOGY SECURITY LAB	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET005A	IN-CGT	COMPUTER GRAPHICS TECHNOLOGY	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET007	IN-CGT	COMPUTER GRAPHICS TECHNOLOGY	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET007A	IN-CGT	COMPUTER GRAPHICS TECHNOLOGY	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET007B	IN-CGT	CIT TECHNOLOGY NETWORKING LAB	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET010	IN-MECH		TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET012	IN-MECH	TUTORING	STUDY ROOM OR STU TECH CT	
IN071	ENGINEERING & TECHNOLOGY	ET016	IN-ENT		TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET017	IN-ENT	INTERIOR DESIGN	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET017A	IN-ENGT	INTERIOR DESIGN	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET017B	IN-ENGT	INTERIOR DESIGN	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET018	IN-ENGT	ROBOTICS CLUB	OFFICE OTHER	N/A
IN071	ENGINEERING & TECHNOLOGY	ET051	IN-ENGT	STORAGE	OFFICE SERVICE	N/A

BLDG	BDLG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN071	ENGINEERING & TECHNOLOGY	ET101	IN-ENGT	STUDENT SERVICES	SUPPORT STAFF OFFICE	K. Nichols
IN071	ENGINEERING & TECHNOLOGY	ET101A	IN-ENGT	STUDENT SERVICES	FACULTY OFFICE	C. Krull
IN071	ENGINEERING & TECHNOLOGY	ET101B	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	MANGIN, MARILYN
IN071	ENGINEERING & TECHNOLOGY	ET101C	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	SNIDER, SHELLY
IN071	ENGINEERING & TECHNOLOGY	ET101D	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	S. Haynes
IN071	ENGINEERING & TECHNOLOGY	ET101E	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	LUZETSKI, MICHELE
IN071	ENGINEERING & TECHNOLOGY	ET101F	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	C. Arroyo
IN071	ENGINEERING & TECHNOLOGY	ET101G	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	KING, DANNY
IN071	ENGINEERING & TECHNOLOGY	ET101H	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	C. Girton
IN071	ENGINEERING & TECHNOLOGY	ET101J	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	J. Madrigal
IN071	ENGINEERING & TECHNOLOGY	ET101K	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	K. Rhodes
IN071	ENGINEERING & TECHNOLOGY	ET101L	IN-ENGT	STUDENT SERVICES	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET101M	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET101N	IN-ENT	STUDENT SERVICES	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET101P	IN-ENGT	STUDENT SERVICES	OFFICE OTHER	N/A
IN071	ENGINEERING & TECHNOLOGY	ET101R	IN-ENGT	STUDENT SERVICES	ADMIN. OFFICE	DANIELSON, KATRIN
IN071	ENGINEERING & TECHNOLOGY	ET103	IN-ENT	STUDENT SERVICES	OFFICE CONFERENCE	
IN071	ENGINEERING & TECHNOLOGY	ET104	IN-MECH	MACHINE TOOL LAB	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET109	IN-MECH	COMBUSTION & PROPULSION	RES. LAB	R. Nalim
IN071	ENGINEERING & TECHNOLOGY	ET109A	IN-MECH	COMBUSTION & PROPULSION	RES. LAB SERVICE	R. Nalim
IN071	ENGINEERING & TECHNOLOGY	ET110	IN-MECH	MECHANICAL ENGINEERING LAB SET-UP	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET112	IN-ENT	HOT METALS LAB	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET114	IN-ENT	R. LUGAR CTR. FOR RENEWABLE ENERGY I	RES. LAB	M. Arawal
IN071	ENGINEERING & TECHNOLOGY	ET116	IN-ENT	Layered Materials and Structures (LMS) Laboratory	RES. LAB	P. Schubert
IN071	ENGINEERING & TECHNOLOGY	ET118	IN-MECH	R. LUGAR CTR. FOR RENEWABLE ENERGY II	RES. LAB	ZHU, LIKUN
IN071	ENGINEERING & TECHNOLOGY	ET121	IN-ENT	ENGINEERING TECHNOLOGY	CLASSROOM	
IN071	ENGINEERING & TECHNOLOGY	ET124	IN-ENT	Material Testing and Surveying Laboratory	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET124A	IN-ENT	Material Testing and Surveying Laboratory	OFFICE OTHER	N/A
IN071	ENGINEERING & TECHNOLOGY	ET125	IN-ENT	MACHINE SHOP	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET125A	IN-ENT		TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET125B	IN-ENT	MECHANICAL	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET126	IN-ENT	MOTORSPORTS LAB	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET132	IN-ENT	STORAGE	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET199D	IN-ENT	TCM Writing Center	TCH LAB SERVICE	

BLDG	BDLG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN071	ENGINEERING & TECHNOLOGY	ET201	IN-ENT	ENGINEERING TECHNOLOGY	SUPPORT STAFF OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET201A	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	NICKOLSON, DARRELL
IN071	ENGINEERING & TECHNOLOGY	ET201AA	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET201B	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	B. White
IN071	ENGINEERING & TECHNOLOGY	ET201BB	IN-ENT	ENGINEERING TECHNOLOGY	OFFICE OTHER	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET201C	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	V. Yasinskiy
IN071	ENGINEERING & TECHNOLOGY	ET201CC	IN-ENT	ENGINEERING TECHNOLOGY	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET201D	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	RAY, MICHAEL
IN071	ENGINEERING & TECHNOLOGY	ET201DD	IN-ENT	ENGINEERING TECHNOLOGY	OFFICE OTHER	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET201E	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	ACHESON, DOUGLAS
IN071	ENGINEERING & TECHNOLOGY	ET201EE	IN-ENT	ENGINEERING TECHNOLOGY	OFFICE OTHER	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET201F	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	H. Dalir
IN071	ENGINEERING & TECHNOLOGY	ET201FF	IN-ENT	ENGINEERING TECHNOLOGY	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET201G	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	MCLAUGHLIN, EMILY
IN071	ENGINEERING & TECHNOLOGY	ET201GG	IN-ENT	ENGINEERING TECHNOLOGY	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET201H	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	FINCH, CHRISTOPHER
IN071	ENGINEERING & TECHNOLOGY	ET201J	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	LIN, WILLIAM
IN071	ENGINEERING & TECHNOLOGY	ET201K	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	FREIJE, ELIZABETH
IN071	ENGINEERING & TECHNOLOGY	ET201L	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	FRANK, MARY ANN
IN071	ENGINEERING & TECHNOLOGY	ET201M	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET201N	IN-ENT	ENGINEERING TECHNOLOGY	SUPPORT STAFF OFFICE	YEARLING, PAUL
IN071	ENGINEERING & TECHNOLOGY	ET201O	IN-ENT	ENGINEERING TECHNOLOGY	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET201P	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	WEISSBACH, ROBERT
IN071	ENGINEERING & TECHNOLOGY	ET201Q	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	T. Lewallen
IN071	ENGINEERING & TECHNOLOGY	ET201R	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	SILVIAN, LUCIAN
IN071	ENGINEERING & TECHNOLOGY	ET201S	IN-ENT	ENGINEERING TECHNOLOGY	OFFICE CONFERENCE	
IN071	ENGINEERING & TECHNOLOGY	ET201T	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	Adjuncts
IN071	ENGINEERING & TECHNOLOGY	ET201U	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	P. Pash
IN071	ENGINEERING & TECHNOLOGY	ET201V	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET201W	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET201X	IN-ENT	ENGINEERING TECHNOLOGY	FACULTY OFFICE	A. Saha
IN071	ENGINEERING & TECHNOLOGY	ET201Y	IN-ENT	ENGINEERING TECHNOLOGY	JR. FACULTY OFFICE	Adjuncts
IN071	ENGINEERING & TECHNOLOGY	ET204	IN-ENT	Energy Systems + Power Electremes Lab	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET206	IN-ENT	ECET	TCH LAB SERVICE	C. Stephens
IN071	ENGINEERING & TECHNOLOGY	ET206A	IN-ENT	ECET	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET206B	IN-ENT	ECET	TCH LAB SERVICE	

N071	ENGINEERING & TECHNOLOGY	ET208	N-ENT	ECET ANALOG ELECTRONICS	TEACHING LAB	
N071	ENGINEERING & TECHNOLOGY	ET210	N-ENT	ECET DIGITAL ELECTRONICS	TEACHING LAB	
N071	ENGINEERING & TECHNOLOGY	ET215	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	Vacant
N071	ENGINEERING & TECHNOLOGY	ET215A	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	SUPPORT STAFF OFFICE	A. Delp
N071	ENGINEERING & TECHNOLOGY	ET215B	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ACAD/PROF OFFICE	K. Alfrey
N071	ENGINEERING & TECHNOLOGY	ET215C	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ACAD/PROF OFFICE	NALIM, M. RAZI
N071	ENGINEERING & TECHNOLOGY	ET215D	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	J. Machunas
N071	ENGINEERING & TECHNOLOGY	ET215E	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	LIM D EMER, VALERIE
N071	ENGINEERING & TECHNOLOGY	ET215F	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	KELLY, ANGIE
N071	ENGINEERING & TECHNOLOGY	ET215G	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	FACULTY OFFICE	L. Nguyan
N071	ENGINEERING & TECHNOLOGY	ET215H	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	Vacant
N071	ENGINEERING & TECHNOLOGY	ET215J	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	Vacant
N071	ENGINEERING & TECHNOLOGY	ET215K	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	SUPPORT STAFF OFFICE	P. Salama
N071	ENGINEERING & TECHNOLOGY	ET215L	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	OFFICE SERVICE	
N071	ENGINEERING & TECHNOLOGY	ET215M	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	Vacant
N071	ENGINEERING & TECHNOLOGY	ET215N	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	S. Welch
N071	ENGINEERING & TECHNOLOGY	ET216	N-ELEN	ECET COMPUTER AIDED ELECTRONICS	TEACHING LAB	
N071	ENGINEERING & TECHNOLOGY	ET219	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	SUPPORT STAFF OFFICE	Student Workers
N071	ENGINEERING & TECHNOLOGY	ET219A	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	ALEXANDER, SHERRI
N071	ENGINEERING & TECHNOLOGY	ET219B	N-ENT	DEAN'S SUITE AND ADMINISTRATION	OFFICE CONFERENCE	
N071	ENGINEERING & TECHNOLOGY	ET219C	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	OFFICE SERVICE	
N071	ENGINEERING & TECHNOLOGY	ET219D	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	TARPLEY, TAMI
N071	ENGINEERING & TECHNOLOGY	ET219E	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ACAD/PROF OFFICE	RUSSOMANNO, DAV D
N071	ENGINEERING & TECHNOLOGY	ET219F	N-ENGT	DEAN'S SUITE AND ADMINISTRATION	ADM N. OFFICE	JONES, LISA
N071	ENGINEERING & TECHNOLOGY	ET220	N-ENT	ECET MICROPROCESSOR SYSTEMS	TEACHING LAB	
N071	ENGINEERING & TECHNOLOGY	ET222	N-ENT	ENG NEER NG TECHNOLOGY	CLASSROOM	
N071	ENGINEERING & TECHNOLOGY	ET224	N-ENT	ECET CONTROLS & PLC	TEACHING LAB	
N071	ENGINEERING & TECHNOLOGY	ET232	N-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION	OFFICE SERVICE	
N071	ENGINEERING & TECHNOLOGY	ET232A	N-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION	OFFICE SERVICE	
N071	ENGINEERING & TECHNOLOGY	ET245	N-TLC	TLC SMART LAB	RES. LAB	C. Renguette
N071	ENGINEERING & TECHNOLOGY	ET251	N-ENGT	SUPPLIES/STORAGE	OFFICE SERVICE	




BLDG	BDLG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN071	ENG NEERING & TECHNOLOGY	ET301	IN-CILT	CGT	OFFICE SERVICE	
IN071	ENG NEERING & TECHNOLOGY	ET301A	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	SUPPORT STAFF OFFICE	WALTER, SHEILA
IN071	ENG NEERING & TECHNOLOGY	ET301B	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	LI, FENG
IN071	ENG NEERING & TECHNOLOGY	ET301C	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	JUSTICE, CONNIE
IN071	ENG NEERING & TECHNOLOGY	ET301D	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	MITHUN, SHAMIMA
IN071	ENG NEERING & TECHNOLOGY	ET301E	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	R. Tian
IN071	ENG NEERING & TECHNOLOGY	ET301F	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	K. Keenan
IN071	ENG NEERING & TECHNOLOGY	ET301G	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	J. Kane
IN071	ENG NEERING & TECHNOLOGY	ET301H	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	ELLIOTT, ROB
IN071	ENG NEERING & TECHNOLOGY	ET301L	IN-CILT	CGT	FACULTY OFFICE	Vacant
IN071	ENG NEERING & TECHNOLOGY	ET301M	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENG NEERING & TECHNOLOGY	ET301N	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	T. Li
IN071	ENG NEERING & TECHNOLOGY	ET301P	IN-CILT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	OFFICE SERVICE	
IN071	ENG NEERING & TECHNOLOGY	ET306	IN-CGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	OFFICE OTHER	Adjuncts
IN071	ENG NEERING & TECHNOLOGY	ET309	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	OFFICE SERVICE	
IN071	ENG NEERING & TECHNOLOGY	ET309A	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	OFFICE CONFERENCE	
IN071	ENG NEERING & TECHNOLOGY	ET309C	IN-ENT	CGT	FACULTY OFFICE	ROGERS, CHRISTIAN
IN071	ENG NEERING & TECHNOLOGY	ET309D	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	LUO, XIAO
IN071	ENG NEERING & TECHNOLOGY	ET309E	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	ADMIN. OFFICE	J. Polk
IN071	ENG NEERING & TECHNOLOGY	ET309F	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENG NEERING & TECHNOLOGY	ET309G	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	A. Savoy
IN071	ENG NEERING & TECHNOLOGY	ET309H	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	M. Aboalla
IN071	ENG NEERING & TECHNOLOGY	ET309J	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENG NEERING & TECHNOLOGY	ET309K	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	KLEIN, BETTY
IN071	ENG NEERING & TECHNOLOGY	ET309L	IN-ENGT	CGT	ACAD/PROF OFFICE	Tech Corner
IN071	ENG NEERING & TECHNOLOGY	ET309N	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENG NEERING & TECHNOLOGY	ET309P	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	J. Lau
IN071	ENG NEERING & TECHNOLOGY	ET309Q	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	Vacant
IN071	ENG NEERING & TECHNOLOGY	ET309R	IN-ENGT	COMPUTER INFORMATION GRAPHICS TECHNOLOGY	FACULTY OFFICE	M. Cole
IN071	ENG NEERING & TECHNOLOGY	ET314	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	SUPPORT STAFF OFFICE	Vacant
IN071	ENG NEERING & TECHNOLOGY	ET314A	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	FACULTY OFFICE	C. Nicholas
IN071	ENG NEERING & TECHNOLOGY	ET314B	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	FACULTY OFFICE	Vacant
IN071	ENG NEERING & TECHNOLOGY	ET314C	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	OFFICE OTHER	G. Peterson
IN071	ENG NEERING & TECHNOLOGY	ET314D	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	OFFICE SERVICE	


IN071	ENGINEERING & TECHNOLOGY	ET314E	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	ADMIN. OFFICE	KOO, DAN
IN071	ENGINEERING & TECHNOLOGY	ET314F	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	FACULTY OFFICE	GOODMAN, DAVID
IN071	ENGINEERING & TECHNOLOGY	ET314G	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	FACULTY OFFICE	IZADIAN, AFSHIN
IN071	ENGINEERING & TECHNOLOGY	ET314H	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	OFFICE CONFERENCE	
IN071	ENGINEERING & TECHNOLOGY	ET314J	IN-ENT	INITIATIVE FOR PRODUCT LIFECYCLE INNOVATION (IPLI)	FACULTY OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET319	IN-ENT	INTERIOR DESIGN DRAFTING STUDIO	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET321	IN-CGT	MUTIMEDIA LAB	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET324	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET324A	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	D. Lampert
IN071	ENGINEERING & TECHNOLOGY	ET324B	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	ADMIN. OFFICE	Grad. Assts
IN071	ENGINEERING & TECHNOLOGY	ET324C	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET324D	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET324E	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	J. Stella
IN071	ENGINEERING & TECHNOLOGY	ET324F	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	HOVDE, MARJORIE RUSH
IN071	ENGINEERING & TECHNOLOGY	ET324G	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	Vacant
IN071	ENGINEERING & TECHNOLOGY	ET324H	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	K. Reed- Hughes
IN071	ENGINEERING & TECHNOLOGY	ET324J	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	FOX, PATRICIA
IN071	ENGINEERING & TECHNOLOGY	ET324K	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	FELDHAUS, CHARLES
IN071	ENGINEERING & TECHNOLOGY	ET331	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	SUPPORT STAFF OFFICE	Student Workers
IN071	ENGINEERING & TECHNOLOGY	ET331A	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	OFFICE SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET331B	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	SUPPORT STAFF OFFICE	C. Rownd
IN071	ENGINEERING & TECHNOLOGY	ET331C	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	Adjuncts
IN071	ENGINEERING & TECHNOLOGY	ET331D	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	WAGER, ELIZABETH
IN071	ENGINEERING & TECHNOLOGY	ET331E	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	K. Rose
IN071	ENGINEERING & TECHNOLOGY	ET331F	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	SUPPORT STAFF OFFICE	E. Wager
IN071	ENGINEERING & TECHNOLOGY	ET331G	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	FACULTY OFFICE	C. Renguette
IN071	ENGINEERING & TECHNOLOGY	ET332	IN-CILT	STORAGE	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET333	IN-TLC	TECHNOLOGY LEADERSHIP + COMMUNICATION (TLC)	OFFICE CONFERENCE	
IN071	ENGINEERING & TECHNOLOGY	ET334	IN-CILT	PHOTO LAB	TEACHING LAB	
IN071	ENGINEERING & TECHNOLOGY	ET334B	IN-CILT	STORAGE	TCH LAB SERVICE	
IN071	ENGINEERING & TECHNOLOGY	ET351	IN-ENGT	STORAGE	OFFICE SERVICE	

EXHIBIT “B-2”






Building B: Engineering Science & Technology Building (SL)

[REDACTED]

Organization/Unit		AREA
	IN-ELECTRICAL & COMPUTER ENGR (PURDUE)	1,163
	IN-GEOLOGY (IU)	8,179
	IN-MECHANICAL ENGINEERING (PURDUE)	5,907
TOTAL:		15,249
FLOOR GROSS:		40,507


IN072 INDIANAPOLIS SCIENCE ENGINEERING/TECHNOLOGY BASEMENT LEVEL 1 OF 5 GROSS AREA THIS LEVEL: 40,507	 NORTH
INDIANA UNIVERSITY SPACE INFORMATION FILENAME: IN072-1.DWG	DATE: 04/04/2016

[REDACTED]

Organization/Unit		
	IN-BIOMEDICAL ENGINEERING (PURDUE)	<u>AREA</u> 3,910
	IN-COMPUTER SCIENCE (PURDUE)	1,320
	IN-ELECTRICAL & COMPUTER ENGR (PURDUE)	12,034
	IN-ENGINEERING AND TECHNOLOGY (PURDUE)	585
	IN-GEOLOGY (IU)	3,733
TOTAL:		21,582 40,277

IN072
I.U.P.U.I.
SCIENCE ENG./TECH. II
FIRST FLOOR
LEVEL 2 OF 5






GROSS AREA THIS LEVEL: 40,277 sq.ft.



NORTH

INDIANA UNIVERSITY
SPACE INFORMATION
FILENAME: IN072-2.dwg DATE: 07/15/2019

[REDACTED]

Organization/Unit		AREA
	IN-BIOLOGY (IU)	7,235
	IN-BIOMEDICAL ENGINEERING (PURDUE)	8,018
	IN-COMPUTER SCIENCE (PURDUE)	6,940
	IN-IUPUI SCHOOL OF SCIENCE (IU)	295
	IN-MECHANICAL ENGINEERING (PURDUE)	3,472
TOTAL:		25,960
FLOOR GROSS:		40,308

IN072
INDIANAPOLIS
SCIENCE ENGINEERING/TECHNOLOGY
SECOND FLOOR
LEVEL 3 OF 5





NORTH

GROSS AREA THIS LEVEL: 40,313 sq.ft.

NOT FOR PUBLIC RELEASE

INDIANA UNIVERSITY
SPACE INFORMATION
FILENAME: IN072-3.dwg DATE: 07/12/2022

[REDACTED]

Organization/Unit		AREA
	IN-BIOLOGY (IU)	24,289
	IN-IUPUI SCHOOL OF SCIENCE (IU)	1,231
TOTAL:		25,520
FLOOR GROSS:		40,298

IN072
INDIANAPOLIS
SCIENCE ENGINEERING/TECHNOLOGY
THIRD FLOOR
LEVEL 4 OF 5

GROSS AREA THIS LEVEL: 40,298 sq.ft.

INDIANA UNIVERSITY
SPACE INFORMATION
FILENAME: IN072-4.dwg

Date: 04/05/2016




EXHIBIT "B-2"

Room List

BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN072	ENG SCIENCE & TECHNOLOGY	SL006	IN-MECH	EXPERIMENTAL COMBUSTION	RES. LAB	WEI, XIAOLIANG
IN072	ENG SCIENCE & TECHNOLOGY	SL008	IN-GEOL	EARTH SCIENCES	TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL009	IN-MECH	MECHATRONICS & AUTONOMOUS RESEARCH LAB	RES. LAB	ANWAR, SOHEL
IN072	ENG SCIENCE & TECHNOLOGY	SL018	IN-GEOL	PALEOCLIMATOLOGY & GEOCHEMISTRY	RES. LAB	GILHOOLY, WILLIAM / BIRD, BROXTON
IN072	ENG SCIENCE & TECHNOLOGY	SL020	IN-GEOL	PREP & RESEARCH SAMPLE REPOSITORY	RES. LAB SERVICE	
IN072	ENG SCIENCE & TECHNOLOGY	SL022	IN-GEOL	MICROBIAL GEOCHEMISTRY	RES. LAB	DRUSCHEL, GREGORY
IN072	ENG SCIENCE & TECHNOLOGY	SL023	IN-ELEN	INTELLIGENT CONTROL	RES. LAB	CHEN, YAOBIN
IN072	ENG SCIENCE & TECHNOLOGY	SL024	IN-GEOL	PETROLOGY	RES. LAB	BARTH, ANDREW
IN072	ENG SCIENCE & TECHNOLOGY	SL025	IN-MECH	MECHATRONICS & INTELLIGENT SYSTEMS LAB	RES. LAB	ANWAR, SOHEL
IN072	ENG SCIENCE & TECHNOLOGY	SL029	IN-GEOL	EXPERIMENTAL PETROLOGY	RES. LAB	MACRIS, CATHERINE
IN072	ENG SCIENCE & TECHNOLOGY	SL030	IN-GEOL	GEOMICROBIOLOGY	RES. LAB	BIRD, BROXTON
IN072	ENG SCIENCE & TECHNOLOGY	SL032	IN-GEOL	SOIL BIOGEOCHEMISTRY	RES. LAB	JACINTHE, PIERRE-ANDRE
IN072	ENG SCIENCE & TECHNOLOGY	SL033	IN-GEOL	LASER LEVITATION	RES. LAB	MACRIS, CATHERINE
IN072	ENG SCIENCE & TECHNOLOGY	SL037	IN-GEOL	ECOHYDROLOGY & BIOGEOCHEM	RES. LAB	WANG, LIXIN
IN072	ENG SCIENCE & TECHNOLOGY	SL041	IN-MECH	DESIGN AUTOMATION & MULTISCALE SIMULATIONS LAB	RES. LAB	ANWAR, SOHEL
IN072	ENG SCIENCE & TECHNOLOGY	SL041A	IN-MECH	GRAD STUDENTS	OFFICE OTHER	N/A
IN072	ENG SCIENCE & TECHNOLOGY	SL041B	IN-MECH	POST-DOCS	OFFICE OTHER	N/A
IN072	ENG SCIENCE & TECHNOLOGY	SL044	IN-MECH	IMAGE-BASED FLUID (IFD) DYNAMICS LAB	RES. LAB	HU, HUIDAN (WHITNEY)
IN072	ENG SCIENCE & TECHNOLOGY	SL044A	IN-MECH	ADVANCED ENERGY	RES. LAB	XIE, JIAN
IN072	ENG SCIENCE & TECHNOLOGY	SL048	IN-GEOL	SEDIMENT ANALYSIS	RES. LAB	LICHT, KATHY
IN072	ENG SCIENCE & TECHNOLOGY	SL049	IN-GEOL	MAP ROOM	STUDY ROOM OR STU TECH CT	
IN072	ENG SCIENCE & TECHNOLOGY	SL058	IN-GEOL	GEOCHEM	RES. LAB	FILIPPELLI, GABRIEL
IN072	ENG SCIENCE & TECHNOLOGY	SL058A	IN-GEOL	ICP	RES. LAB	FILIPPELLI, GABRIEL
IN072	ENG SCIENCE & TECHNOLOGY	SL058B	IN-GEOL	GEOCHEM STAFF	SUPPORT STAFF OFFICE	FILIPPELLI, GABRIEL
IN072	ENG SCIENCE & TECHNOLOGY	SL060	IN-GEOL	GRAD STUDENT COMPUTERS	STUDY ROOM OR STU TECH CT	
IN072	ENG SCIENCE & TECHNOLOGY	SL060A	IN-GEOL	GRAD STUDENT COMPUTERS	STUDY ROOM OR STU TECH CT	
IN072	ENG SCIENCE & TECHNOLOGY	SL063	IN-ELEN	ECE POWER ELECTRONICS LAB	RES. LAB	KING, BRIAN
IN072	ENG SCIENCE & TECHNOLOGY	SL067	IN-MECH	NANO TECHNOLOGY	RES. LAB	ARAWAL, MANGILAL
IN072	ENG SCIENCE & TECHNOLOGY	SL085	IN-GEOL		CLASSROOM	
IN072	ENG SCIENCE & TECHNOLOGY	SL097	IN-MECH	MACHINE SHOP	TCH LAB SERVICE	
IN072	ENG SCIENCE & TECHNOLOGY	SL097A	IN-MECH	SHOP OFFICE	SUPPORT STAFF OFFICE	GOLUB, MICHAEL

BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN072	ENG SCIENCE & TECHNOLOGY	SL111	IN-ELEN		TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL112	IN-CSCI	NETWORKING	RES. LAB	DURRESI, ARJAN / LIANG, YAO
IN072	ENG SCIENCE & TECHNOLOGY	SL113	IN-ELEN	GRAD RESEARCH	RES. LAB	N/A
IN072	ENG SCIENCE & TECHNOLOGY	SL116	IN-CSCI	SYSTEMS/DISTR. COMP.	RES. LAB	RAJE, RAJEEV / HILL, JAMES / SONG, FENGGUANG
IN072	ENG SCIENCE & TECHNOLOGY	SL118	IN-GEOL		SUPPORT STAFF OFFICE	MONTGOMERY, CHERYL
IN072	ENG SCIENCE & TECHNOLOGY	SL118A	IN-GEOL		OFFICE CONFERENCE	
IN072	ENG SCIENCE & TECHNOLOGY	SL118B	IN-GEOL		FACULTY OFFICE	LICHT, KATHY
IN072	ENG SCIENCE & TECHNOLOGY	SL118C	IN-GEOL		ADMIN. OFFICE	CHOUINARD, CATHY
IN072	ENG SCIENCE & TECHNOLOGY	SL118D	IN-GEOL		FACULTY OFFICE	MACRIS, CATHERINE
IN072	ENG SCIENCE & TECHNOLOGY	SL118E	IN-GEOL		FACULTY OFFICE	FILIPPELLI, GABRIEL
IN072	ENG SCIENCE & TECHNOLOGY	SL118F	IN-GEOL		FACULTY OFFICE	DRUSCHEL, GREGORY
IN072	ENG SCIENCE & TECHNOLOGY	SL118G	IN-GEOL		JR. FACULTY OFFICE	GILHOOLY, WILLIAM
IN072	ENG SCIENCE & TECHNOLOGY	SL118H	IN-GEOL		FACULTY OFFICE	JACINTHE, PIERRE-ANDRE
IN072	ENG SCIENCE & TECHNOLOGY	SL118J	IN-GEOL		FACULTY OFFICE	BARTH, ANDREW
IN072	ENG SCIENCE & TECHNOLOGY	SL118K	IN-GEOL		FACULTY OFFICE	ARNARDOTTIR, ERIKA
IN072	ENG SCIENCE & TECHNOLOGY	SL118L	IN-GEOL		JR. FACULTY OFFICE	BIRD, BROXTON
IN072	ENG SCIENCE & TECHNOLOGY	SL118M	IN-GEOL		JR. FACULTY OFFICE	WANG, LIXIN
IN072	ENG SCIENCE & TECHNOLOGY	SL118N	IN-GEOL		JR. FACULTY OFFICE	Vac ant
IN072	ENG SCIENCE & TECHNOLOGY	SL118P	IN-GEOL	POST-DOC	FACULTY OFFICE	POONIA, VIKAS
IN072	ENG SCIENCE & TECHNOLOGY	SL118Q	IN-GEOL		FACULTY OFFICE	HERRMANN, ANGELA / DIERSING, CARLYNN
IN072	ENG SCIENCE & TECHNOLOGY	SL118R	IN-GEOL		JR. FACULTY OFFICE	KENDERES, STUART
IN072	ENG SCIENCE & TECHNOLOGY	SL118S	IN-GEOL		JR. FACULTY OFFICE	SHIVANT
IN072	ENG SCIENCE & TECHNOLOGY	SL118T	IN-GEOL		JR. FACULTY OFFICE	LI, YUE
IN072	ENG SCIENCE & TECHNOLOGY	SL118U	IN-GEOL		OFFICE SERVICE	
IN072	ENG SCIENCE & TECHNOLOGY	SL118V	IN-GEOL		OFFICE CONFERENCE	
IN072	ENG SCIENCE & TECHNOLOGY	SL138	IN-BME	BIOMEDICAL POLYMER	RES. LAB	XIE, DONG
IN072	ENG SCIENCE & TECHNOLOGY	SL140	IN-BME	BIOELECTRONICS	RES. LAB	YOSHIDA, KEN
IN072	ENG SCIENCE & TECHNOLOGY	SL141	IN-ELEN	PREP AREA	TCH LAB SERVICE	
IN072	ENG SCIENCE & TECHNOLOGY	SL141A	IN-ELEN	TECHNICIAN	SUPPORT STAFF OFFICE	SEARS, JEFFREY
IN072	ENG SCIENCE & TECHNOLOGY	SL143	IN-ELEN	COMPUTER ENGINEERING	TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL144	IN-BME	MECHANICAL TESTING BIOINSTRUMENTAL	RES. LAB	BERBARI, EDWARD
IN072	ENG SCIENCE & TECHNOLOGY	SL151	IN-BME	BONE REMODELING	RES. LAB	YOKOTA, HIROKI
IN072	ENG SCIENCE & TECHNOLOGY	SL151A	IN-BME	ANIMAL STUDIES	RES. LAB	YOKOTA, HIROKI
IN072	ENG SCIENCE & TECHNOLOGY	SL151B	IN-BME	MICROSCOPY	RES. LAB	YOKOTA, HIROKI
IN072	ENG SCIENCE & TECHNOLOGY	SL151C	IN-BME	HISTOLOGY	RES. LAB	YOKOTA, HIROKI
IN072	ENG SCIENCE & TECHNOLOGY	SL155	IN-CSCI		OFFICE OTHER	Vac ant
IN072	ENG SCIENCE & TECHNOLOGY	SL157	IN-ELEN	ECE	FACULTY OFFICE	SHARED BY ADJUNCTS
IN072	ENG SCIENCE & TECHNOLOGY	SL159	IN-ELEN		FACULTY OFFICE	Vac ant
IN072	ENG SCIENCE & TECHNOLOGY	SL160	IN-ELEN		SUPPORT STAFF OFFICE	Vac ant

IN072	ENG SCIENCE & TECHNOLOGY	SL160A	IN-ELEN		FACULTY OFFICE	ZHANG, QINGXUE
IN072	ENG SCIENCE & TECHNOLOGY	SL160B	IN-ELEN		ADMIN. OFFICE	SIMPSON, JANE
IN072	ENG SCIENCE & TECHNOLOGY	SL160C	IN-ELEN		FACULTY OFFICE	ADJUNCT
IN072	ENG SCIENCE & TECHNOLOGY	SL160E	IN-ELEN		FACULTY OFFICE	RIZKALLA, MAHER
IN072	ENG SCIENCE & TECHNOLOGY	SL160F	IN-ELEN		FACULTY OFFICE	KIM, STEPEN
IN072	ENG SCIENCE & TECHNOLOGY	SL160G	IN-ELEN		FACULTY OFFICE	SALAMA, PAUL
IN072	ENG SCIENCE & TECHNOLOGY	SL160H	IN-ELEN		FACULTY OFFICE	EL-SHARKAWY, MOHAMED
IN072	ENG SCIENCE & TECHNOLOGY	SL160J	IN-ELEN		FACULTY OFFICE	CHIEN, STANLEY YUNG-PING
IN072	ENG SCIENCE & TECHNOLOGY	SL160K	IN-ELEN		FACULTY OFFICE	ROVNYAK, STEVEN
IN072	ENG SCIENCE & TECHNOLOGY	SL160L	IN-ELEN		FACULTY OFFICE	LEE, JOHN
IN072	ENG SCIENCE & TECHNOLOGY	SL160M	IN-ELEN		ADMIN. OFFICE	TUCKER, SHERRIE
IN072	ENG SCIENCE & TECHNOLOGY	SL160N	IN-ELEN		ACAD/PROF OFFICE	KING, BRIAN
IN072	ENG SCIENCE & TECHNOLOGY	SL160P	IN-ELEN		ACAD/PROF OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL164	IN-ELEN		SUPPORT STAFF OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL164A	IN-ELEN		FACULTY OFFICE	GEE, PATRICK
IN072	ENG SCIENCE & TECHNOLOGY	SL164B	IN-ELEN		ACAD/PROF OFFICE	SENKPEIL, RYAN
IN072	ENG SCIENCE & TECHNOLOGY	SL164C	IN-ELEN		FACULTY OFFICE	ORONO, PETER
IN072	ENG SCIENCE & TECHNOLOGY	SL164D	IN-ELEN		FACULTY OFFICE	WAGNER, D.R.
IN072	ENG SCIENCE & TECHNOLOGY	SL164E	IN-ELEN		FACULTY OFFICE	AGARWAL, MANGILAL
IN072	ENG SCIENCE & TECHNOLOGY	SL164F	IN-ELEN		FACULTY OFFICE	VARAHRAMYAN, KODY
IN072	ENG SCIENCE & TECHNOLOGY	SL164G	IN-ELEN		FACULTY OFFICE	KOSKIE, SARAH
IN072	ENG SCIENCE & TECHNOLOGY	SL164H	IN-ELEN		FACULTY OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL164J	IN-ELEN		FACULTY OFFICE	LI, LINGXI
IN072	ENG SCIENCE & TECHNOLOGY	SL164N	IN-ELEN		ACAD/PROF OFFICE	ZHOU, JUE
IN072	ENG SCIENCE & TECHNOLOGY	SL164P	IN-ELEN		FACULTY OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL164Q	IN-ELEN		FACULTY OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL164R	IN-ELEN		FACULTY OFFICE	ZINA BEN MILED
IN072	ENG SCIENCE & TECHNOLOGY	SL165	IN-ENGT	SHARED	OFFICE CONFERENCE	
IN072	ENG SCIENCE & TECHNOLOGY	SL171	IN-ELEN		FACULTY OFFICE	TASI
IN072	ENG SCIENCE & TECHNOLOGY	SL173	IN-ELEN	TASI	RES. LAB	TASI
IN072	ENG SCIENCE & TECHNOLOGY	SL174	IN-BME		SUPPORT STAFF OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL174A	IN-BME		OFFICE CONFERENCE	
IN072	ENG SCIENCE & TECHNOLOGY	SL174B	IN-BME		FACULTY OFFICE	CHEN, YAOBIN
IN072	ENG SCIENCE & TECHNOLOGY	SL185	IN-ELEN	TASI	RES. LAB	TASI
IN072	ENG SCIENCE & TECHNOLOGY	SL185A	IN-ELEN	TASI	RES. LAB	TASI
IN072	ENG SCIENCE & TECHNOLOGY	SL185B	IN-ELEN	TASI	RES. LAB SERVICE	TASI
IN072	ENG SCIENCE & TECHNOLOGY	SL185C	IN-ELEN	TASI	RES. LAB	TASI
IN072	ENG SCIENCE & TECHNOLOGY	SL197	IN-ELEN	IOT INTERNET OF THINGS	RES. LAB	MOHAMED, EL-SHARKAWY

BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN072	ENG SCIENCE & TECHNOLOGY	SL204	IN-BIOL		JR. FACULTY OFFICE	PICARD, CHRISTINE
IN072	ENG SCIENCE & TECHNOLOGY	SL206	IN-BIOL		JR. FACULTY OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL208	IN-BIOL		RES. LAB	BALAKRISHNAN, LATA
IN072	ENG SCIENCE & TECHNOLOGY	SL208A	IN-BIOL		JR. FACULTY OFFICE	BALAKRISHNAN, LATA
IN072	ENG SCIENCE & TECHNOLOGY	SL209	IN-BIOL		RES. LAB	PICARD, CHRISTINE
IN072	ENG SCIENCE & TECHNOLOGY	SL210	IN-BME	CORE (SHARED W/SCI)	RES. LAB	CORE (SHARED W/SCI)
IN072	ENG SCIENCE & TECHNOLOGY	SL211	IN-BME		RES. LAB	UNDER RENOVATION
IN072	ENG SCIENCE & TECHNOLOGY	SL214	IN-BME	BONE BIOMECHANICS	RES. LAB	LIN, CHIEN-CHI
IN072	ENG SCIENCE & TECHNOLOGY	SL216	IN-BME		RES. LAB	LIN, CHIEN-CHI
IN072	ENG SCIENCE & TECHNOLOGY	SL220	IN-BME	+ 1 CUBICLE	SUPPORT STAFF OFFICE	CLEMENS, SHERRY / LULING, NOELLE
IN072	ENG SCIENCE & TECHNOLOGY	SL220A	IN-BME		OFFICE CONFERENCE	
IN072	ENG SCIENCE & TECHNOLOGY	SL220B	IN-BME	CHAIR	ACAD/PROF OFFICE	WALLACE, JOSEPH
IN072	ENG SCIENCE & TECHNOLOGY	SL220C	IN-BME		FACULTY OFFICE	YOKOTA, HIROKI
IN072	ENG SCIENCE & TECHNOLOGY	SL220D	IN-BME		FACULTY OFFICE	HIGBEE, STEVEN
IN072	ENG SCIENCE & TECHNOLOGY	SL220E	IN-BME		FACULTY OFFICE	XIE, DONG
IN072	ENG SCIENCE & TECHNOLOGY	SL220F	IN-BME		FACULTY OFFICE	YOSHIDA, KEN
IN072	ENG SCIENCE & TECHNOLOGY	SL220G	IN-BME		FACULTY OFFICE	MILLER, SHARON
IN072	ENG SCIENCE & TECHNOLOGY	SL220H	IN-BME		FACULTY OFFICE	NA, SUNGSOO
IN072	ENG SCIENCE & TECHNOLOGY	SL220J	IN-BME		FACULTY OFFICE	JJ, JULIE
IN072	ENG SCIENCE & TECHNOLOGY	SL220K	IN-BME		FACULTY OFFICE	LIN, CHIEN-CHI
IN072	ENG SCIENCE & TECHNOLOGY	SL220L	IN-BME		FACULTY OFFICE	SCHILD, JOHN
IN072	ENG SCIENCE & TECHNOLOGY	SL220M	IN-BME		FACULTY OFFICE	HATCH, JEN
IN072	ENG SCIENCE & TECHNOLOGY	SL220N	IN-BME		FACULTY OFFICE	SUROWIEC, RACHEL
IN072	ENG SCIENCE & TECHNOLOGY	SL220P	IN-BME		FACULTY OFFICE	BEAVER, SUSAN
IN072	ENG SCIENCE & TECHNOLOGY	SL220Q	IN-BME	COPY/STORAGE	OFFICE SERVICE	
IN072	ENG SCIENCE & TECHNOLOGY	SL220R	IN-BME		FACULTY OFFICE	BERBARI, EDWARD
IN072	ENG SCIENCE & TECHNOLOGY	SL221	IN-BME		TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL223	IN-BME	BIOELECTRONICS LAB	RES. LAB	YOSHIDA, KEN
IN072	ENG SCIENCE & TECHNOLOGY	SL236	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	TA OFFICES
IN072	ENG SCIENCE & TECHNOLOGY	SL239	IN-CSCI	VISC RESEARCH	RES. LAB	TUCERYAN, MIHRAN / FANG, SHIAOFEN / ZHENG, JIANG / TSECHPENAKIS, GAVRIIL
IN072	ENG SCIENCE & TECHNOLOGY	SL239A	IN-CSCI	LECTURER/TEACHING PROFESSOR OFFICE	FACULTY OFFICE	TSECHPENAKIS, GAVRIIL / VAN BUSUM, KELLY
IN072	ENG SCIENCE & TECHNOLOGY	SL241	IN-BIOL		TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL242	IN-BIOL		TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL244	IN-BIOL	PREP	TCH LAB SERVICE	ROMINE, KARI
IN072	ENG SCIENCE & TECHNOLOGY	SL247	IN-CSCI	COMPUTER SCIENCE - APPLIED COMPUTING LAB	TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL251	IN-CSCI	COMPUTER SCIENCE - UNIX LAB	TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL253	IN-CSCI	COMPUTER SCIENCE INFRASTRUCTURE CENTER	OPEN LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL260	IN-MECH	MECHANICAL ENGINEERING	OFFICE OTHER	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL260A	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	ADAMS, ERIC
IN072	ENG SCIENCE & TECHNOLOGY	SL260B	IN-MECH	MECHANICAL ENGINEERING	OFFICE SERVICE	

IN072	ENG SCIENCE & TECHNOLOGY	SL260C	IN-MECH	MECHANICAL ENGINEERING	OFFICE OTHER	ADJUNCT
IN072	ENG SCIENCE & TECHNOLOGY	SL260C	IN-MECH	MECHANICAL ENGINEERING	OFFICE OTHER	ADJUNCT
IN072	ENG SCIENCE & TECHNOLOGY	SL260D	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	X. WEI
IN072	ENG SCIENCE & TECHNOLOGY	SL260E	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	L. HASTINGS-SMTH
IN072	ENG SCIENCE & TECHNOLOGY	SL260F	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	ANWAR, SOHEL
IN072	ENG SCIENCE & TECHNOLOGY	SL260G	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	X. DU
IN072	ENG SCIENCE & TECHNOLOGY	SL260H	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	W. YU
IN072	ENG SCIENCE & TECHNOLOGY	SL260J	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	JONES, ALAN
IN072	ENG SCIENCE & TECHNOLOGY	SL260K	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	EL-MOUNAYRI, HAZIM
IN072	ENG SCIENCE & TECHNOLOGY	SL260L	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	ZHU, LIKUN
IN072	ENG SCIENCE & TECHNOLOGY	SL260M	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	X E. JIAN
IN072	ENG SCIENCE & TECHNOLOGY	SL260N	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	TOVAR, ANDRES
IN072	ENG SCIENCE & TECHNOLOGY	SL260P	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	RAZBAN, ALI
IN072	ENG SCIENCE & TECHNOLOGY	SL260Q	IN-MECH	MECHANICAL ENGINEERING	FACULTY OFFICE	M. STAHLHUT
IN072	ENG SCIENCE & TECHNOLOGY	SL260R	IN-MECH	MECHANICAL ENGINEERING	ACAD/PROF OFFICE	CHEN, JIE
IN072	ENG SCIENCE & TECHNOLOGY	SL260S	IN-MECH	MECHANICAL ENGINEERING	ADMIN OFFICE	Z. SIGAFOES
IN072	ENG SCIENCE & TECHNOLOGY	SL263	IN-CSCI	MECHANICAL ENGINEERING	FACULTY OFFICE	HU, QIN
IN072	ENG SCIENCE & TECHNOLOGY	SL265	IN-CSCI	MECHANICAL ENGINEERING	FACULTY OFFICE	MOHLER, GEORGE
IN072	ENG SCIENCE & TECHNOLOGY	SL271	IN-BIOL		TEACHING LAB	
IN072	ENG SCIENCE & TECHNOLOGY	SL275	IN-CSCI		FACULTY OFFICE	SONG, FENGGUANG
IN072	ENG SCIENCE & TECHNOLOGY	SL277	IN-CSCI		FACULTY OFFICE	JANG, HYE JU
IN072	ENG SCIENCE & TECHNOLOGY	SL280	IN-CSCI	COMPUTER SCIENCE	SUPPORT STAFF OFFICE	LEONARD, SUZY / MOLINA, RACHEL / ANGRICK, MARY
IN072	ENG SCIENCE & TECHNOLOGY	SL280A	IN-CSCI	COMPUTER SCIENCE	OFFICE SERVICE	
IN072	ENG SCIENCE & TECHNOLOGY	SL280B	IN-CSCI	COMPUTER SCIENCE	ADMIN OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL280C	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	DUNDAR, MEHMET
IN072	ENG SCIENCE & TECHNOLOGY	SL280C	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	HARRIS, ANDREW
IN072	ENG SCIENCE & TECHNOLOGY	SL280D	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	HLL, JAMES
IN072	ENG SCIENCE & TECHNOLOGY	SL280E	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	XIA, YUNI
IN072	ENG SCIENCE & TECHNOLOGY	SL280F	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	ZOU, XUKAI
IN072	ENG SCIENCE & TECHNOLOGY	SL280G	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	ZHENG, JIANG
IN072	ENG SCIENCE & TECHNOLOGY	SL280H	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	HASAN, MOHAMMAD
IN072	ENG SCIENCE & TECHNOLOGY	SL280J	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	MUKHOPADHYAY, SNEHASIS
IN072	ENG SCIENCE & TECHNOLOGY	SL280K	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	TUCERYAN, MIHRAN
IN072	ENG SCIENCE & TECHNOLOGY	SL280L	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	LIANG, YAO
IN072	ENG SCIENCE & TECHNOLOGY	SL280M	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	DURRES, ARJAN
IN072	ENG SCIENCE & TECHNOLOGY	SL280N	IN-CSCI	COMPUTER SCIENCE	ADMIN OFFICE	Vacant
IN072	ENG SCIENCE & TECHNOLOGY	SL280N	IN-CSCI	COMPUTER SCIENCE	ADMIN OFFICE	ANGRICK, MACY
IN072	ENG SCIENCE & TECHNOLOGY	SL280P	IN-CSCI	COMPUTER SCIENCE	OFFICE CONFERENCE	
IN072	ENG SCIENCE & TECHNOLOGY	SL280Q	IN-CSCI	COMPUTER SCIENCE	FACULTY OFFICE	FANG, SHIAOFEN
IN072	ENG SCIENCE & TECHNOLOGY	SL284	IN-BIOL	MUD ROOM	TCH LAB SERVICE	
IN072	ENG SCIENCE & TECHNOLOGY	SL284A	IN-BIOL		TCH LAB SERVICE	




BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
N072	ENG SCIENCE & TECHNOLOGY	SL306	N-BIOL	MA N OFFICE/FRONT DESK	SUPPORT STAFF OFFICE	SANTOS, LESL E
N072	ENG SCIENCE & TECHNOLOGY	SL306A	N-BIOL		OFFICE	FLAK, LAURA
N072	ENG SCIENCE & TECHNOLOGY	SL306B	N-BIOL	CHA R'S OFFICE	FACULTY OFFICE	CUMMNS, THEODORE
N072	ENG SCIENCE & TECHNOLOGY	SL306C	N-BIOL		OFFICE CONFERENCE	
N072	ENG SCIENCE & TECHNOLOGY	SL309	N-BIOL		TEACHNG LAB	
N072	ENG SCIENCE & TECHNOLOGY	SL310	N-BIOL		RES. LAB	PERRN, BENJAMN
N072	ENG SCIENCE & TECHNOLOGY	SL310A	N-BIOL		JR. FACULTY OFFICE	PERRN, BENJAMN
N072	ENG SCIENCE & TECHNOLOGY	SL311	N-BIOL		TEACHNG LAB	
N072	ENG SCIENCE & TECHNOLOGY	SL313	N-BIOL		TEACHNG LAB	
N072	ENG SCIENCE & TECHNOLOGY	SL314	N-BIOL		SUPPORT STAFF OFFICE	LONGFELLOW, ANGELA
N072	ENG SCIENCE & TECHNOLOGY	SL316	N-BIOL	GRAD STUDENTS/JUNIOR FACULTY	JR. FACULTY OFFICE	N/A
N072	ENG SCIENCE & TECHNOLOGY	SL318	N-BIOL		FACULTY OFFICE	GENTRY, PATRICK
N072	ENG SCIENCE & TECHNOLOGY	SL320	N-BIOL		RES. LAB	LI, J LIANG
N072	ENG SCIENCE & TECHNOLOGY	SL320A	N-BIOL		JR. FACULTY OFFICE	LI, J LIANG
N072	ENG SCIENCE & TECHNOLOGY	SL322	N-BIOL		ADMN. OFFICE	SLAUGHTER, JUL EN
N072	ENG SCIENCE & TECHNOLOGY	SL324	N-BIOL		RES. LAB	BAUCUM, AJ
N072	ENG SCIENCE & TECHNOLOGY	SL324A	N-BIOL		FACULTY OFFICE	BAUCUM, AJ
N072	ENG SCIENCE & TECHNOLOGY	SL326	N-BIOL		ADMN. OFFICE	Vacant
N072	ENG SCIENCE & TECHNOLOGY	SL328	N-BIOL		RES. LAB	MARRS, JAMES
N072	ENG SCIENCE & TECHNOLOGY	SL328A	N-BIOL		FACULTY OFFICE	MARRS, JAMES
N072	ENG SCIENCE & TECHNOLOGY	SL330	N-BIOL		FACULTY OFFICE	MARRS, KATHLEEN
N072	ENG SCIENCE & TECHNOLOGY	SL332	N-BIOL		RES. LAB	DAI, GUOLI
N072	ENG SCIENCE & TECHNOLOGY	SL332A	N-BIOL		JR. FACULTY OFFICE	DAI, GUOLI
N072	ENG SCIENCE & TECHNOLOGY	SL333	N-BIOL	PREP	TCH LAB SERVICE	FREY, RICHARD
N072	ENG SCIENCE & TECHNOLOGY	SL334	N-BIOL		FACULTY OFFICE	YARD, MICHAEL
N072	ENG SCIENCE & TECHNOLOGY	SL335	N-BIOL		RES. LAB	WALSH, SUSAN
N072	ENG SCIENCE & TECHNOLOGY	SL335	N-BIOL		RES. LAB	PERRN, BENJAMN
N072	ENG SCIENCE & TECHNOLOGY	SL335A	N-BIOL		RES. LAB SERVICE	
N072	ENG SCIENCE & TECHNOLOGY	SL336	N-BIOL		RES. LAB	PERRN, BENJAMN
N072	ENG SCIENCE & TECHNOLOGY	SL336A	N-BIOL		FACULTY OFFICE	PERRN, BENJAMN
N072	ENG SCIENCE & TECHNOLOGY	SL337	N-BIOL	TISSUE CULTURE	RES. LAB SERVICE	BLAZER-YOST, BONNE / BELECKY-ADAMS, TERI
N072	ENG SCIENCE & TECHNOLOGY	SL337A	N-BIOL	TISSUE CULTURE	RES. LAB SERVICE	
N072	ENG SCIENCE & TECHNOLOGY	SL337B	N-BIOL	TISSUE CULTURE	RES. LAB SERVICE	
N072	ENG SCIENCE & TECHNOLOGY	SL338	N-BIOL	PLANT TISSUE CULTURE	RES. LAB SERVICE	RANDALL, STEPHEN
N072	ENG SCIENCE & TECHNOLOGY	SL338	N-BIOL	PLANT TISSUE CULTURE	RES. LAB SERVICE	WATSON, JOHN
N072	ENG SCIENCE & TECHNOLOGY	SL338	N-BIOL	PLANT TISSUE CULTURE	RES. LAB SERVICE	BAUCUM, AJ
N072	ENG SCIENCE & TECHNOLOGY	SL338	N-BIOL	PLANT TISSUE CULTURE	RES. LAB SERVICE	PERRN, BENJAMN
N072	ENG SCIENCE & TECHNOLOGY	SL338A	N-BIOL	PLANT TISSUE CULTURE	RES. LAB SERVICE	WATSON, JOHN
N072	ENG SCIENCE & TECHNOLOGY	SL338B	N-BIOL	PLANT TISSUE CULTURE	RES. LAB SERVICE	WATSON, JOHN
N072	ENG SCIENCE & TECHNOLOGY	SL339	N-BIOL		RES. LAB SERVICE	WALSH, SUSAN

N072	ENG SCIENCE & TECHNOLOGY	SL339A	N-BIOL		RES. LAB SERVICE	WALSH, SUSAN
N072	ENG SCIENCE & TECHNOLOGY	SL340	N-BIOL	BIOLOGY AUTO RADIOGRAPHY LAB	RES. LAB SERVICE	
N072	ENG SCIENCE & TECHNOLOGY	SL340A	N-BIOL	DARKROOM	RES. LAB SERVICE	
N072	ENG SCIENCE & TECHNOLOGY	SL341	N-BIOL		TEACHNG LAB	
N072	ENG SCIENCE & TECHNOLOGY	SL342	N-BIOL	GROWTH CHAMBER/ENVIRONMENTAL ROOM	RES. LAB SERVICE	
N072	ENG SCIENCE & TECHNOLOGY	SL347	N-BIOL	EQUIPMENT	RES. LAB SERVICE	
N072	ENG SCIENCE & TECHNOLOGY	SL348	N-ENGT		RES. LAB	WEBB, IAN
N072	ENG SCIENCE & TECHNOLOGY	SL348A	N-ENGT		FACULTY OFFICE	WEBB, IAN
N072	ENG SCIENCE & TECHNOLOGY	SL350	N-BIOL		RES. LAB	WALSH, SUSAN
N072	ENG SCIENCE & TECHNOLOGY	SL350A	N-BIOL		FACULTY OFFICE	WALSH, SUSAN
N072	ENG SCIENCE & TECHNOLOGY	SL351	N-SCI		ANIMAL QUARTERS SERV.	
N072	ENG SCIENCE & TECHNOLOGY	SL351A	N-SCI		ANIMAL QUARTERS SERV.	
N072	ENG SCIENCE & TECHNOLOGY	SL351B	N-SCI		ANIMAL QUARTERS	
N072	ENG SCIENCE & TECHNOLOGY	SL351C	N-SCI		ANIMAL QUARTERS SERV.	
N072	ENG SCIENCE & TECHNOLOGY	SL351D	N-SCI		ANIMAL QUARTERS SERV.	
N072	ENG SCIENCE & TECHNOLOGY	SL351E	N-SCI		ANIMAL QUARTERS	
N072	ENG SCIENCE & TECHNOLOGY	SL351F	N-SCI		ANIMAL QUARTERS	
N072	ENG SCIENCE & TECHNOLOGY	SL351G	N-SCI		ANIMAL QUARTERS	
N072	ENG SCIENCE & TECHNOLOGY	SL351H	N-SCI		ANIMAL QUARTERS SERV.	
N072	ENG SCIENCE & TECHNOLOGY	SL351J	N-SCI		ANIMAL QUARTERS SERV.	
N072	ENG SCIENCE & TECHNOLOGY	SL351K	N-SCI		ANIMAL QUARTERS	
N072	ENG SCIENCE & TECHNOLOGY	SL351L	N-SCI		ANIMAL QUARTERS SERV.	
N072	ENG SCIENCE & TECHNOLOGY	SL354	N-BIOL		RES. LAB	BLAZER-YOST, BONNE
N072	ENG SCIENCE & TECHNOLOGY	SL356	N-BIOL		RES. LAB	Vacant
N072	ENG SCIENCE & TECHNOLOGY	SL358	N-BIOL		FACULTY OFFICE	BLAZER-YOST, BONNE
N072	ENG SCIENCE & TECHNOLOGY	SL360	N-BIOL		RES. LAB	CHERNOFF, ELLEN
N072	ENG SCIENCE & TECHNOLOGY	SL360	N-BIOL		RES. LAB	WALSH, SUSAN
N072	ENG SCIENCE & TECHNOLOGY	SL360A	N-BIOL		FACULTY OFFICE	CHERNOFF, ELLEN
N072	ENG SCIENCE & TECHNOLOGY	SL362	N-BIOL		RES. LAB	BELECKY-ADAMS, TERI
N072	ENG SCIENCE & TECHNOLOGY	SL362A	N-BIOL		FACULTY OFFICE	BELECKY-ADAMS, TERI
N072	ENG SCIENCE & TECHNOLOGY	SL368	N-BIOL	HISTOLOGY	RES. LAB	CHERNOFF, ELLEN
N072	ENG SCIENCE & TECHNOLOGY	SL369	N-BIOL		RES. LAB	RANDALL, STEPHEN
N072	ENG SCIENCE & TECHNOLOGY	SL369A	N-BIOL		FACULTY OFFICE	RANDALL, STEPHEN
N072	ENG SCIENCE & TECHNOLOGY	SL370	N-BIOL		FACULTY OFFICE	CLARK, PATRICIA
N072	ENG SCIENCE & TECHNOLOGY	SL372	N-BIOL		RES. LAB	WANG, XIANZHONG
N072	ENG SCIENCE & TECHNOLOGY	SL372A	N-BIOL		FACULTY OFFICE	WANG, XIANZHONG
N072	ENG SCIENCE & TECHNOLOGY	SL375	N-BIOL	MICROSCOPY	TEACHNG LAB	
N072	ENG SCIENCE & TECHNOLOGY	SL376	N-BIOL		FACULTY OFFICE	SLAYBACK-BARRY, DENISE
N072	ENG SCIENCE & TECHNOLOGY	SL378	N-BIOL		FACULTY OFFICE	YOST, ROBERT
N072	ENG SCIENCE & TECHNOLOGY	SL380	N-BIOL		RES. LAB	WATSON, JOHN
N072	ENG SCIENCE & TECHNOLOGY	SL380A	N-BIOL		FACULTY OFFICE	WATSON, JOHN

EXHIBIT “B-3”






Building C: Innovation Hall (IO)

[REDACTED]


Organization/Unit		AREA
	IN-MECHANICAL ENGINEERING (Purdue)	5,184
	Shared INSCI (IU) & INENGT (Purdue)	4,314
	IN-IUPUI SCHOOL OF SCIENCE (IU)	680
TOTAL:		10,178
FLOOR GROSS:		30,028

IN074 IUPUI INNOVATION HALL FIRST FLOOR LEVEL 1 OF 5	 NORTH
GROSS AREA THIS LEVEL: 30,028 SQ. FT. GROSS AREA FOR PHASE #X:	
INDIANA UNIVERSITY SPACE INFORMATION NOT FOR PUBLIC RELEASE FILENAME: IN074-1.dwg DATE: 10/12/2020	

[REDACTED]

Organization/Unit		AREA
	IN-IUPUI SCHOOL OF SCIENCE (PURDUE)	7,121
	IN-IUPUI SCHOOL OF SCIENCE (IU)	1,234
	IN-MECHANICAL ENGINEERING (PURDUE)	9,602
	IN-ELECTRICAL & COMP ENG (PURDUE)	1,322
	IN-INFO INFORMATICS (IU)	371
* IDENTIFIED AS SHARED SPACE OF COMP SCI & ENG (PURDUE)		
^ VACANT OFFICE		
TOTAL:		19,650
FLOOR GROSS:		30,030

IN074
IUPUI
INNOVATION HALL
SECOND FLOOR
LEVEL 3 OF 5



NORTH







GROSS AREA THIS LEVEL: 30,030 SQ. FT.
GROSS AREA FOR PHASE #X:

INDIANA UNIVERSITY
SPACE INFORMATION


NOT FOR PUBLIC RELEASE

FILENAME: IN074-3.dwg DATE: 10/22/2020

[REDACTED]

Organization/Unit		AREA
	IN-BIOLOGY (IU)	5,792
	IN-CHEMISTRY (IU)	7,044
	IN-GEOLOGY (IU)	2,248
	IN-IUPUI SCHOOL OF SCIENCE (IU)	2,528
	IN-PSYCHOLOGY (IU)	767
	Shared INSCI (IU) & INENGT (Purdue)	310
TOTAL:		19,589
FLOOR GROSS:		30,030

IN074
IUPUI
INNOVATION HALL
THIRD FLOOR
LEVEL 4 OF 5



NORTH

GROSS AREA THIS LEVEL: 30,030 SQ. FT.
GROSS AREA FOR PHASE #X:

INDIANA UNIVERSITY
SPACE INFORMATION

NOT FOR PUBLIC RELEASE

FILENAME: IN074-4.dwg DATE: 10/23/2020

EXHIBIT “B-3”

Room List

BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN074	INNOVATION HALL	106	IN-MECH	STRENGTH OF MATERIALS	TEACHING LAB	
IN074	INNOVATION HALL	108	IN-MECH	INDI ANALYTICS	RES. LAB	AGARWAL, MANGILAL
IN074	INNOVATION HALL	108A	IN-MECH	INDI ANALYTICS	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	108B	IN-MECH	INDI ANALYTICS	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	108C	IN-MECH	INDI ANALYTICS	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	108D	IN-MECH	INDI ANALYTICS	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	110	IN-MECH	INDI	ADMIN. OFFICE	WOOLLAM, MARK
IN074	INNOVATION HALL	112	IN-MECH	INDI	ADMIN. OFFICE	Vacant
IN074	INNOVATION HALL	114	IN-MECH	INDI FABRICATION	RES. LAB	AGARWAL, MANGILAL
IN074	INNOVATION HALL	114A	IN-MECH	INDI FABRICATION	RES. LAB	AGARWAL, MANGILAL
IN074	INNOVATION HALL	114B	IN-MECH	INDI FABRICATION	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	114C	IN-MECH	INDI FABRICATION	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	115	IN-MECH	COLLABORATION STUDIO	TEACHING LAB	
IN074	INNOVATION HALL	115A	IN-MECH	WET LAB	TEACHING LAB	
IN074	INNOVATION HALL	115B	IN-MECH	MACHINE SHOP	TEACHING LAB	
IN074	INNOVATION HALL	115C	IN-MECH		TEACHING LAB	
IN074	INNOVATION HALL	115D	IN-MECH		TEACHING LAB	
IN074	INNOVATION HALL	115E	IN-MECH	WOODSHOP	TEACHING LAB	
IN074	INNOVATION HALL	115F	IN-MECH	ELECTRONICS FABRICATION	TEACHING LAB	
IN074	INNOVATION HALL	116	IN-MECH		ADMIN. OFFICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	120	IN-MECH	INDI	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	120A	IN-MECH	INDI CLEAN ROOM	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	120B	IN-MECH	INDI CLEAN ROOM	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	120C	IN-MECH	INDI CLEAN ROOM	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	120D	IN-MECH	INDI	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	120E	IN-MECH	INDI	RES. LAB SERVICE	AGARWAL, MANGILAL
IN074	INNOVATION HALL	124	IN-SCI	CEES EARTH SCIENCES FIELD LAB	RES. LAB	Pierre-Andre Jacinthe
IN074	INNOVATION HALL	124A	IN-SCI	CEES EARTH SCIENCES STORAGE	RES. LAB SERVICE	Pierre-Andre Jacinthe

BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN074	INNOVATION HALL	201	IN-SCI	CONFERENCE	OFFICE CONFERENCE	
IN074	INNOVATION HALL	202	IN-MECH	BIOMECHANICS AND TISSUE ENGINEERING	RES. LAB	CHEN, JIE
IN074	INNOVATION HALL	204	IN-MECH	ADDITIVE MANUFACTURING AND MATERIAL SCIENCE	RES. LAB	ZHANG, JING
IN074	INNOVATION HALL	204A	IN-MECH	PROCESSING	RES. LAB SERVICE	ZHANG, JING
IN074	INNOVATION HALL	204B	IN-MECH	METAL PRINTING	RES. LAB SERVICE	ZHANG, JING
IN074	INNOVATION HALL	206	IN-MECH	NANOTECH AND MOLECULAR GAS KINETICS	RES. LAB	LARRIBA ANDALUZ, CARLOS
IN074	INNOVATION HALL	208	IN-MECH	ECE COMP. RESEARCH	RES. LAB	CHRISTOPHER, LAUREN
IN074	INNOVATION HALL	212	IN-MECH	FLUID AND HEAT TRANSFER	TEACHING LAB	
IN074	INNOVATION HALL	214	IN-MECH	ADDITIVE MANUFACTURING	TEACHING LAB	
IN074	INNOVATION HALL	216	IN-MECH	ENERGY ENGINEERING	TEACHING LAB	
IN074	INNOVATION HALL	218	IN-MECH	TEACHING LAB PREP	TCH LAB SERVICE	
IN074	INNOVATION HALL	219	IN-SCI	INFORMAL LEARNING	INFORMAL LEARNING SPACE	
IN074	INNOVATION HALL	221	IN-SCI	COMPUTER SCIENCE	TEACHING LAB	
IN074	INNOVATION HALL	221A	IN-SCI	IT / AV	TCH LAB SERVICE	
IN074	INNOVATION HALL	222	IN-SCI		TCH LAB SERVICE	
IN074	INNOVATION HALL	225	IN-SCI	SCIENCE STUDENT LAB	JR. FACULTY OFFICE	N/A
IN074	INNOVATION HALL	227	IN-SCI	PEER ADVISING	OFFICE OTHER	N/A
IN074	INNOVATION HALL	229	IN-HCC		FACULTY OFFICE	J. MING
IN074	INNOVATION HALL	231	IN-HCC		FACULTY OFFICE	L. LENZI
IN074	INNOVATION HALL	233	IN-BHI		FACULTY OFFICE	C. SUNANDAN
IN074	INNOVATION HALL	235	IN-HCC		FACULTY OFFICE	R. KHAIRI
IN074	INNOVATION HALL	237	IN-SCI		FACULTY OFFICE	K. A berding
IN074	INNOVATION HALL	239	IN-SCI		FACULTY OFFICE	Vacant
IN074	INNOVATION HALL	240	IN-SCI	COMPUTER LAB	TEACHING LAB	
IN074	INNOVATION HALL	240A	IN-SCI	3D PRINT ROOM	TCH LAB SERVICE	
IN074	INNOVATION HALL	240B	IN-SCI	SERVER ROOM	TCH LAB SERVICE	
IN074	INNOVATION HALL	241	IN-SCI		FACULTY OFFICE	Vacant
IN074	INNOVATION HALL	243	IN-SCI		FACULTY OFFICE	N. Wittlief
IN074	INNOVATION HALL	244	IN-SCI	INTERNET OF THINGS LAB	TEACHING LAB	

IN074	INNOVATION HALL	245	IN-SCI		FACULTY OFFICE	D. Newsom
IN074	INNOVATION HALL	247	IN-SCI		FACULTY OFFICE	D. Lees
IN074	INNOVATION HALL	249	IN-SCI		FACULTY OFFICE	S. Shayesteh
IN074	INNOVATION HALL	251	IN-SCI		FACULTY OFFICE	C. Colgazier
IN074	INNOVATION HALL	253	IN-SCI		FACULTY OFFICE	E. dos Santos
IN074	INNOVATION HALL	255	IN-SCI		FACULTY OFFICE	L. Christopher
IN074	INNOVATION HALL	257	IN-SCI		OFFICE OTHER	V. Schmalhofer
IN074	INNOVATION HALL	261	IN-SCI		OFFICE OTHER	FOCUS ROOM
IN074	INNOVATION HALL	263	IN-MATH		OFFICE OTHER	Stopher
IN074	INNOVATION HALL	264	IN-SCI	SOFTWARE DEVELOPMENT CENTER	TEACHING LAB	
IN074	INNOVATION HALL	265	IN-MATH		FACULTY OFFICE	J. Rainey
IN074	INNOVATION HALL	267	IN-MATH		FACULTY OFFICE	C. Dona
IN074	INNOVATION HALL	269	IN-MATH		FACULTY OFFICE	D. Le
IN074	INNOVATION HALL	270	IN-SCI	COMPUTER SCIENCE	TEACHING LAB	TSECHPENAKIS, GAVRIIL
IN074	INNOVATION HALL	271	IN-MATH		FACULTY OFFICE	N. Shkiler
IN074	INNOVATION HALL	273	IN-SCI	COMPUTER SCIENCE	FACULTY OFFICE	G. Tsechpenakis
IN074	INNOVATION HALL	275	IN-MECH	MECHANICAL AND ENERGY ENGINEERING	FACULTY OFFICE	Y. Zhao
IN074	INNOVATION HALL	276	IN-SCI	COMPUTER SCIENCE	TEACHING LAB	
IN074	INNOVATION HALL	277	IN-MECH	MECHANICAL AND ENERGY ENGINEERING	FACULTY OFFICE	B. Anasori
IN074	INNOVATION HALL	279	IN-MECH	MECHANICAL AND ENERGY ENGINEERING	FACULTY OFFICE	S. Yang
IN074	INNOVATION HALL	281	IN-MECH	MECHANICAL AND ENERGY ENGINEERING	FACULTY OFFICE	A. Thakur
IN074	INNOVATION HALL	283	IN-MECH	MECHANICAL AND ENERGY ENGINEERING	FACULTY OFFICE	H. Shin
IN074	INNOVATION HALL	285	IN-MECH	MECHANICAL AND ENERGY ENGINEERING	FACULTY OFFICE	E. Adams
IN074	INNOVATION HALL	287	IN-MECH	MECHANICAL AND ENERGY ENGINEERING	FACULTY OFFICE	J. Zhang
IN074	INNOVATION HALL	289	IN-SCI	SHARED SPACE OF COMP SCI & ENG STUDENTS	OFFICE OTHER	N/A
IN074	INNOVATION HALL	291	IN-MECH	ENERGY/PRODUCT LIFECYCLE MANAGEMENT RESEARCH LAB	RES. LAB	H. El-Mounayri






BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN074	INNOVATION HALL	301	IN-BIOL	CONFERENCE ROOM	OFFICE CONFERENCE	
IN074	INNOVATION HALL	304	IN-BIOL	NEUROSCIENCE + BIOLOGY	TEACHING LAB	
IN074	INNOVATION HALL	306	IN-BIOL	NEUROSCIENCE + BIOLOGY	TEACHING LAB	
IN074	INNOVATION HALL	308	IN-BIOL	CHEMISTRY	TCH LAB SERVICE	
IN074	INNOVATION HALL	310	IN-BIOL	AUTOCLAVE	TCH LAB SERVICE	
IN074	INNOVATION HALL	312	IN-CHEM	ORGANIC CHEMISTRY	TEACHING LAB	
IN074	INNOVATION HALL	312A	IN-CHEM		TCH LAB SERVICE	
IN074	INNOVATION HALL	314	IN-CHEM	ORGANIC CHEMISTRY	TEACHING LAB	
IN074	INNOVATION HALL	314A	IN-CHEM		TCH LAB SERVICE	
IN074	INNOVATION HALL	316	IN-CHEM	ORGANIC CHEMISTRY	TEACHING LAB	
IN074	INNOVATION HALL	316A	IN-CHEM		TCH LAB SERVICE	
IN074	INNOVATION HALL	318	IN-GEOL	EARTH SCIENCES	TEACHING LAB	
IN074	INNOVATION HALL	321	IN-CHEM		RES. LAB	MANICKE, NICHOLAS
IN074	INNOVATION HALL	321A	IN-CHEM		RES. LAB SERVICE	MANICKE, NICHOLAS
IN074	INNOVATION HALL	325	IN-SCI	CHEMISTRY STUDENTS	OFFICE OTHER	N/A
IN074	INNOVATION HALL	327	IN-SCI		FACULTY OFFICE	MANICKE, NICHOLAS
IN074	INNOVATION HALL	329	IN-SCI		FACULTY OFFICE	Kacy Black
IN074	INNOVATION HALL	330	IN-GEOL		TCH LAB SERVICE	
IN074	INNOVATION HALL	331	IN-SCI		FACULTY OFFICE	Gino
IN074	INNOVATION HALL	332	IN-CHEM		TCH LAB SERVICE	
IN074	INNOVATION HALL	333	IN-SCI		FACULTY OFFICE	Sims-Harris
IN074	INNOVATION HALL	334	IN-CHEM		RES. LAB SERVICE	Kacy Black
IN074	INNOVATION HALL	334A	IN-CHEM		RES. LAB SERVICE	Kacy Black
IN074	INNOVATION HALL	335	IN-SCI		FACULTY OFFICE	F. Brem
IN074	INNOVATION HALL	337	IN-SCI		FACULTY OFFICE	P. Gentry
IN074	INNOVATION HALL	339	IN-SCI		FACULTY OFFICE	J. Alexander
IN074	INNOVATION HALL	341	IN-SCI		FACULTY OFFICE	L. Bush
IN074	INNOVATION HALL	342	IN-CHEM		RES. LAB SERVICE	Kacy Black
IN074	INNOVATION HALL	342A	IN-CHEM		RES. LAB SERVICE	Kacy Black

IN074	INNOVATION HALL	342B	IN-CHEM		RES. LAB SERVICE	Kacy Black
IN074	INNOVATION HALL	343	IN-SCI		FACULTY OFFICE	K. Dawson
IN074	INNOVATION HALL	345	IN-SCI		FACULTY OFFICE	Students
IN074	INNOVATION HALL	347	IN-SCI		FACULTY OFFICE	Students
IN074	INNOVATION HALL	349	IN-SCI		FACULTY OFFICE	C. Broeker
IN074	INNOVATION HALL	351	IN-SCI		OFFICE OTHER	Students
IN074	INNOVATION HALL	353	IN-SCI	FOCUS ROOM	OFFICE OTHER	N/A
IN074	INNOVATION HALL	355	IN-SCI	EARTH SC ENCES	OFFICE OTHER	A. Jessee
IN074	INNOVATION HALL	356	IN-BIOL		TCH LAB SERVICE	
IN074	INNOVATION HALL	357	IN-SCI	EARTH SC ENCES	FACULTY OFFICE	T. Rossbach
IN074	INNOVATION HALL	358	IN-BIOL		RES. LAB SERVICE	
IN074	INNOVATION HALL	359	IN-SCI	EARTH SC ENCES	FACULTY OFFICE	L. Li
IN074	INNOVATION HALL	361	IN-SCI		FACULTY OFFICE	G. O'Connor
IN074	INNOVATION HALL	362	IN-BIOL	PREP	TCH LAB SERVICE	BAUMAN, DAWN
IN074	INNOVATION HALL	363	IN-SCI		FACULTY OFFICE	Vacant
IN074	INNOVATION HALL	364	IN-BIOL	STORAGE	RES. LAB SERVICE	Vacant
IN074	INNOVATION HALL	365	IN-SCI		FACULTY OFFICE	E. Spring
IN074	INNOVATION HALL	367	IN-SCI		FACULTY OFFICE	K. Swisher
IN074	INNOVATION HALL	369	IN-SCI		FACULTY OFFICE	T. Bullock
IN074	INNOVATION HALL	371	IN-BIOL	BIOLOGY	OFFICE OTHER	G. Anderson
IN074	INNOVATION HALL	373	IN-SCI	EARTH SC ENCES PHDs	OFFICE OTHER	N/A
IN074	INNOVATION HALL	378	IN-PSY		RES. LAB	UNASSIGNED
IN074	INNOVATION HALL	378A	IN-PSY		RES. LAB SERVICE	UNASSIGNED
IN074	INNOVATION HALL	378B	IN-PSY		RES. LAB SERVICE	UNASSIGNED
IN074	INNOVATION HALL	378C	IN-PSY		RES. LAB SERVICE	UNASSIGNED
IN074	INNOVATION HALL	380	IN-BIOL		RES. LAB SERVICE	UNASSIGNED
IN074	INNOVATION HALL	381	IN-BIOL		RES. LAB	ANDERSON, GREGORY
IN074	INNOVATION HALL	381A	IN-BIOL		RES. LAB SERVICE	ANDERSON, GREGORY
IN074	INNOVATION HALL	381B	IN-BIOL		RES. LAB SERVICE	ANDERSON, GREGORY
IN074	INNOVATION HALL	382	IN-SCI	EARTH SC ENCES	RES. LAB	UNASSIGNED


EXHIBIT “B-4”

Building D: Science and Engineering Laboratory Building (EL)

[REDACTED]

Organization/Unit	
	IN-BIOMEDICAL ENGINEERING (PURDUE) 725
	IN-COMPUTER GRAPHICS TECHNOLOGY (PURDUE) 1,741
	IN-ENGINEERING AND TECHNOLOGY (PURDUE) 2,353
	SCHOOL OF SCIENCE (IU) 3,187
	IN-BIOL BIOLOGY 1,456
TOTAL: 9,462	
FLOOR GROSS: 22,277	







IN070
IUPUI
SCIENCE & ENGINEERING LABORATORY BUILDING
FIRST FLOOR
LEVEL 1 OF 4



GROSS AREA THIS LEVEL: 22,277 SQ. FT.
GROSS AREA FOR PHASE #X:

INDIANA UNIVERSITY
SPACE INFORMATION
NOT FOR PUBLIC RELEASE
FILENAME: IN0701.rwg DATE: 04/26/16

[REDACTED]


Organization/Unit		AREA
	IN-BIOMEDICAL ENGINEERING (PURDUE)	2,530
	IN-ENGINEERING AND TECHNOLOGY (PURDUE)	78
	IN-MECHANICAL ENGINEERING (PURDUE)	2,569
	BIOLOGY (IU)	5,423
	PSYCHOLOGY (IU)	1,997
	SCHOOL OF SCIENCE (IU)	640
* Shared by ECE and ME (Purdue)		
TOTAL:		13,237
FLOOR GROSS:		22,295

IN070
IUPUI
SCIENCE & ENGINEERING LABORATORY BUILDING
SECOND FLOOR
LEVEL 2 OF 4



GROSS AREA THIS LEVEL: 22,295 SQ. FT.
GROSS AREA FOR PHASE #X:

INDIANA UNIVERSITY
SPACE INFORMATION
NOT FOR PUBLIC RELEASE


FILENAME: IN070.dwg DATE: 04/04/2016



[REDACTED]

Organization/Unit		AREA
	IN-IUPUI SCHOOL OF SCIENCE (IU)	9,571
	IN-PSYCHOLOGY (IU)	3,607
TOTAL:		12,178
FLOOR GROSS:		21,119

IN070
IUPUI
SCIENCE & ENGINEERING LABORATORY BUILDING
THIRD FLOOR
LEVEL 3 OF 4



NORTH

GROSS AREA THIS LEVEL: 21,119 SQ. FT.
GROSS AREA FOR PHASE #X:

INDIANA UNIVERSITY
SPACE INFORMATION
NOT FOR PUBLIC RELEASE
FILENAME: IN070-3.dwg DATE: 07/22/2013

EXHIBIT “B-4”

Room List

BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	OCCUPANT
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	101	IN-CGT	CYBERLAB RECEPTION	OFFICE SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	101A	IN-CGT	CYBERLAB R&D INTERNS	RES LAB	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	101B	IN-CGT	CYBERLAB ASSOCIATE DIRECTOR	ADMIN OFFICE	HHAO ALICE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	101C	IN-CGT	CYBERLAB VIS SCHOLARS	OFFICE OTHER	WANG :UE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	101D	IN-CGT	CYBERLAB POST-DOC	ACAD/PROF OFFICE	MARLEY CONOR
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	101E	IN-CGT	CYBERLAB DIRECTOR	ACAD/PROF OFFICE	AFARI ALI
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	101F	IN-CGT	CYBERLAB	OFFICE CONFERENCE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	101G	IN-CGT	CYBERLAB CORRIDOR	OFFICE SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	102	IN-ENGT		STUDY ROOM OR STU TECH CT	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	10x	IN-ENGT		STUDY ROOM OR STU TECH CT	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	10θ	IN-ENGT		STUDY ROOM OR STU TECH CT	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	110	IN-ENGT		STUDY ROOM OR STU TECH CT	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	111	IN-BIOL		TEACHING LAB	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	116	IN-SCI	GRAD STUDENTS	OFFICE OTHER	N/A
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	116A	IN-SCI	CLOSET	OFFICE SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	121	IN-BIOL	PREP ;SHARED W/BMEJ	TCH LAB SERVICE	WASHINGTON IMAANI
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	123	IN-CHEM	FORENSIC SCIENCE - BIOLOGY PRE-PCR	TEACHING LAB	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	127	IN-CHEM	FORENSIC SCIENCE - MICROSCOPY	TEACHING LAB	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	130	IN-SCI	BUILDING COORDINATOR	ADMIN OFFICE	CAMPBELL ANGEL
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	131	IN-BIOL	SHARED W/BME	TEACHING LAB	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	132	IN-CHEM		FACULTY OFFICE	VĀĐĀŸ†
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	13x	IN-CHEM		FACULTY OFFICE	ELLAR RYAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	135	IN-CHEM	FORENSIC SCIENCE - CHEMISTRY	TEACHING LAB	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	137	IN-CHEM	FORENSIC SCIENCE	FACULTY OFFICE	ROS<OWS<l DONNA

BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	SPACE TYPE	NAME
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	201	IN-BIOL		RES. LAB	MASTRACCI, TERESA
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	202	IN-SCI	SCIENCE ADMINISTRATION	ADMIN. OFFICE	DAILEY, DEBBIE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	204	IN-SCI		ADMIN. OFFICE	Vacant
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	205	IN-BIOL	PSYCHOLOGY	RES. LAB SERVICE	BOEHM, STEPHEN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	206	IN-BIOL		FACULTY OFFICE	MASTRACCI, TERESA / LI, JILIANG
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	207	IN-BIOL	TISSUE CULTURE	RES. LAB SERVICE	MASTRACCI, TERESA / LI, JILIANG
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	208	IN-BIOL		FACULTY OFFICE	BERBARI, NICOLAS
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	209	IN-BIOL	SHARED AUTOCLAVE	RES. LAB SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	210	IN-SCI	SCIENCE ADMINISTRATION	ADMIN. OFFICE	Crystal York
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	211	IN-BIOL	SHARED WARMROOM	RES. LAB SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	212	IN-SCI	SCIENCE ADMINISTRATION	ADMIN. OFFICE	Jeanette Jefferson
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	213	IN-BIOL	SHARED INSTRUMENTS	RES. LAB SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	216	IN-MECH	LCRE	RES. LAB	XIE, JIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	217	IN-ENGT	BREAK AREA	STUDENT LOUNGE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	218	IN-MECH	LCRE	RES. LAB	XIE, JIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	220	IN-PSY	WETLAB	RES. LAB	LOGRIP, MARIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	220A	IN-PSY	INSTRUMENTS	RES. LAB SERVICE	LOGRIP, MARIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	220B	IN-PSY	TISSUE CULTURE	RES. LAB SERVICE	LOGRIP, MARIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	221	IN-BME		RES. LAB	JI, JULIE / WALLACE, JOE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	221A	IN-BME	TISSUE CULTURE	RES. LAB SERVICE	JI, JULIE / WALLACE, JOE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	224	IN-MECH	LCRE	OFFICE CONFERENCE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	227	IN-BME	MICROSCOPY	RES. LAB SERVICE	JI, JULIE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	228	IN-MECH	LCRE	FACULTY OFFICE	SCHUBERT, PETER
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	229	IN-BIOL	INSTRUMENTS	RES. LAB SERVICE	CUMMINS, THEODORE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	230	IN-MECH		OFFICE OTHER	XIE, JIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	231	IN-BIOL	SHARED COLDROOM	RES. LAB SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	232	IN-BME		FACULTY OFFICE	Vacant
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	233	IN-BIOL	TISSUE CULTURE	RES. LAB SERVICE	BERBARI, NICOLAS / CUMMINS, THEODORE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	235	IN-BIOL	SHARED DARK PREP	RES. LAB SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	237	IN-BIOL	SHARED RADIATION	RES. LAB SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	241	IN-BIOL		RES. LAB	BERBARI, NICOLAS / CUMMINS, THEODORE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	299A	IN-BIOL	SHARED EQUIPMENT CORRIDOR	RES. LAB SERVICE	





BLDG	BLDG NAME	ROOM	DEPARTMENT	PROGRAM	TYPE_DESCRIPTION	NAME
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	300	IN-PSY	GRADUATE STUDENTS	OFFICE OTHER	N/A
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	302	IN-PSY	GRADUATE STUDENTS	OFFICE OTHER	N/A
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	304	IN-PSY	GRADUATE STUDENTS	OFFICE OTHER	N/A
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	306	IN-PSY	WETLAB	RES. LAB	LOGRIP, MARIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	310	IN-SCI	TANK STORAGE	RES. LAB SERVICE	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	311	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	312	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	313	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	314	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	315	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	316	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	317	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	318	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	319	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	320	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	321	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	322	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	323	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	325	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	326	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	327	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	328	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	329	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	330	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	330A	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	331	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	333	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	335	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	337	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	339	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	340	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	341	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	343	IN-SCI		ANIMAL QUARTERS	

IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	345	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	347	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	349	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	350	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	351	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	352	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	353	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	354	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	355	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	356	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	357	IN-SCI		ANIMAL QUARTERS	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	358	IN-SCI		OFFICE OTHER	KONZ, CHRISTOPHER
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	359	IN-SCI		ANIMAL QUARTERS SERV.	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	360	IN-SCI		OFFICE OTHER	GIBSON, SHANON
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	361	IN-SCI		OFFICE BREAK ROOM	
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	362	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	LAPISH, CHRISTOPHER
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	363	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	LAPISH, CHRISTOPHER
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	364	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	LAPISH, CHRISTOPHER
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	365	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	CZACHOWSKI, CRISTINE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	366	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	CZACHOWSKI, CRISTINE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	367	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	LOGRIP, MARIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	368	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	CZACHOWSKI, CRISTINE
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	369	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	LOGRIP, MARIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	370	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	BOEHM, STEPHEN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	371	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	BOEHM, STEPHEN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	372	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	LOGRIP, MARIAN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	373	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	GOODLETT, CHARLES
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	374	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	GOODLETT, CHARLES
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	375	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	GRAHAME, NICHOLAS
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	376	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	BOEHM, STEPHEN
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	377	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	GRAHAME, NICHOLAS
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	378	IN-PSY	BEHAVIORIAL TESTING	RES. LAB	GRAHAME, NICHOLAS
IN070	SCIENCE AND ENGINEERING LABORATORY BLDG	395	IN-SCI	TECH/CONTROL	OFFICE OTHER	Vacant


EXHIBIT “B-5”

Building E: Science Building (LD)

[REDACTED]

Organization/Unit		AREA
	IN-IUPUI SCHOOL OF SCIENCE (IU)	832
	IN-PHYSICS (IU)	12,572
	IN-PSYCHOLOGY (IU)	676
	ENGINEERING (PURDUE)	1,220
TOTAL:		15,300
FLOOR GROSS:		40,386

IN073
INDIANAPOLIS
SCIENCE BUILDING
BASEMENT FLOOR
LEVEL 1 OF 5



NORTH

GROSS AREA THIS LEVEL: 40,386 SQ. FT.

INDIANA UNIVERSITY
SPACE INFORMATION
FILENAME: IN073-1.dwg

DATE: 04/05/2016

EXHIBIT “B-5”

Room List*

IN073	SCIENCE BUILDING	LD034	IN-MECH	NANOSCALE IMAGING CENTER	RES. LAB	ARAWAL, MANGILAL
IN073	SCIENCE BUILDING	LD034A	IN-MECH	NANOSCALE IMAGING CENTER	RES. LAB	ARAWAL, MANGILAL
IN073	SCIENCE BUILDING	LD036	IN-MECH	NMR	RES. LAB SERVICE	ARAWAL, MANGILAL
IN073	SCIENCE BUILDING	LD038	IN-MECH		RES. LAB SERVICE	ARAWAL, MANGILAL
IN073	SCIENCE BUILDING	LD038A	IN-MECH	NANO CENTER	RES. LAB SERVICE	ARAWAL, MANGILAL

*Purdue Only Rooms

EXHIBIT “B-6”
Map of the Leased Buildings

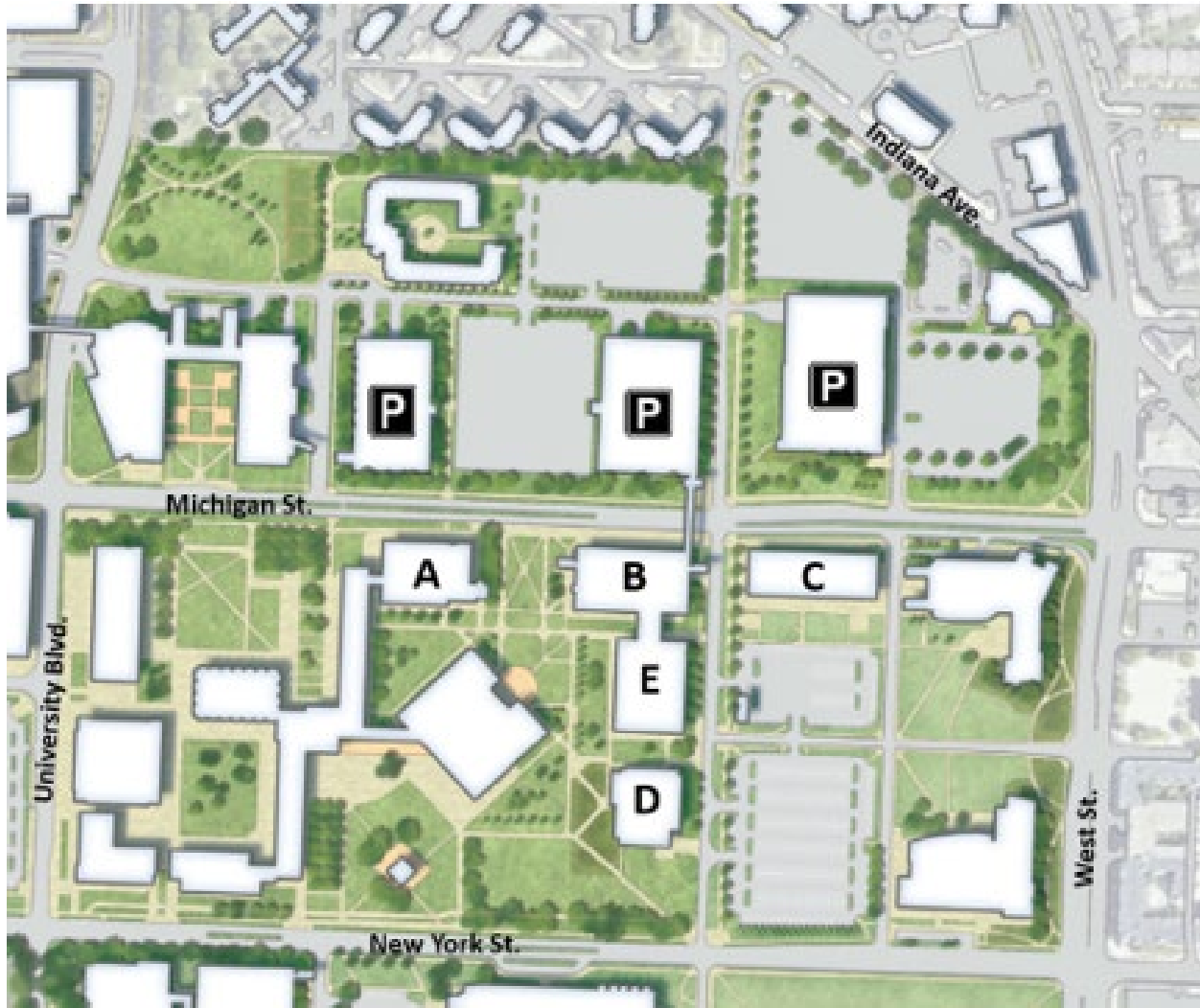


EXHIBIT “C”

[INTENTIONALLY OMITTED]

EXHIBIT “D”

MEMORANDUM OF LEASE

This Memorandum of Lease (this “*Memorandum*”) is made and entered into this 14th day of June, 2023 (the “*Effective Date*”), by and between The Trustees of Indiana University (“*IU*”) and The Trustees of Purdue University (“*Purdue*”). Purdue and IU agree to and acknowledge the following matters:

1. IU and Purdue entered into that certain Lease dated as of June 14, 2023 (the “*Lease*”), wherein IU leases to Purdue, and Purdue leases from IU, subject to the terms, covenants and conditions contained therein, certain real estate and improvements located in Marion County, Indiana (the “*Leased Premises*”), located in downtown Indianapolis, as legally described on Exhibit A, attached and incorporated herein by reference.

2. The term of the Lease is for an initial period of five (5) years commencing upon the Commencement Date, as defined in the Lease, subject to a right to extend and renew the Lease as more particularly described in the Lease.

3. The purpose of this Memorandum is to give record notice to all persons that Purdue has a leasehold interest in the Leased Premises, in addition to other rights and obligations created therein, all of which are confirmed.

4. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the Lease.

5. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Lease shall control.

6. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. The last deed of record for the real estate comprising the Leased Premises was recorded in the Marion County Recorder’s Office on _____ as Document Number _____.

[Signature pages follow]

IN WITNESS WHEREOF, IU and Purdue have executed this Memorandum of Lease as of the Effective Date.

“IU”

THE TRUSTEES OF INDIANA UNIVERSTIY

By: _____

Printed: _____

Its: _____

“PURDUE”

THE TRUSTEES OF PURDUE UNIVERSITY

By: _____

Printed: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, the _____ of The Trustees of Indiana University and acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that the representations therein contained are true and correct.

Witness my hand and notarial seal this _____ day of _____, 2023.

_____, Notary Public

My Commission Expires: _____

My County of Residence: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, the _____ of The Trustees of Purdue University, and acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that the representations therein contained are true and correct.

Witness my hand and notarial seal this _____ day of _____, 2023.

_____, Notary Public

My Commission Expires: _____

My County of Residence: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

Appendix D-3

Sublease

SUBLEASE

THIS SUBLEASE (this “*Lease*”) is made and entered into as of July 1, 2023 (the “*Effective Date*”), by and between THE TRUSTEES OF PURDUE UNIVERSITY (“*Purdue*”) and THE TRUSTEES OF INDIANA UNIVERSITY (“*IU*”) (Purdue and IU are sometimes referred to herein individually as a “*Party*” and collectively as the “*Parties*”) under the following circumstances:

WHEREAS, on December 1, 1970, IU and Purdue entered into an agreement for the operation of a shared campus in Indianapolis under the name Indiana University – Purdue University at Indianapolis (“*IUPUI*”) pursuant to a directive from the General Assembly to “work toward the unification of the Indianapolis Campuses of these two universities” (the “*Original Agreement*”); and

WHEREAS, pursuant to the Original Agreement, IU was designated as the responsible institution with power, authority, and responsibility for managing and operating IUPUI for the benefit of IU and Purdue, and the Parties were assigned specific academic, research and public service missions—it being the expectation that the Parties could modify their initial mission assignments from time to time; and

WHEREAS, the Parties have determined that it is in the interests of both Parties to work toward a plan of realignment (the “*Realignment Agreement*”) for IUPUI as contemplated by the Parties in the Memorandum of Understanding Between the Trustees of Indiana University and Purdue University Concerning Indiana University – Purdue University at Indianapolis dated as of August 12, 2022 (the “*MOU*”); and

WHEREAS, pursuant to the MOU and Realignment Plan, IU and Purdue executed that certain Ground Lease dated July 1, 2023 (the “*Ground Lease*”), pursuant to which IU leased to Purdue the real estate comprising the portion of the IUPUI Campus (as herein defined) that will be used for the Purdue Realigned Academic Units as defined in the MOU; and

WHEREAS, a critical component of the MOU and the Realignment Plan is that IU retains the right to use the Land and Improvements, subject to Purdue’s right to redevelop portions of the Land in furtherance of its Higher Education Purpose and subject to the terms and conditions herein contained; and

WHEREAS, in furtherance thereof, Purdue desires to sublease to IU, and IU desires to sublease from Purdue, certain real estate and improvements located upon the IUPUI Campus as more particularly described on Exhibit A attached hereto and incorporated herein by reference (the “*Leased Premises*”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Purdue and IU agree as follows:

ARTICLE 1
RECITALS; DEFINITIONS

Section 1.01 Recitals. The representations, covenants and recitations set forth in the foregoing recitals are material to this Lease and are hereby incorporated into and made a part of this Lease as though they were fully set forth in this Section 1.01.

Section 1.02 Definitions. For all purposes of this Lease and all exhibits and schedules to this Lease, except as otherwise expressly provided, the following terms shall have the meanings assigned to them in this Section or in the Section referenced after such term:

“Alterations” means any alterations and modifications, rehabilitation or remodeling and additional improvements to the Parking Structures.

“Common Areas” has the meaning set forth in Section 2.04 of this Lease.

“Effective Date” has the meaning set forth in the introductory paragraph of this Lease.

“Event of Default” has the meaning set forth in Section 9.01 of this Lease.

“Ground Lease” means that certain Ground Lease Agreement between The Trustees of Indiana University, as landlord, and The Trustees of Purdue University, as tenant, under the terms of which the Trustees of Indiana University have leased the Leased Premises to the Trustees of Purdue University.

“Higher Education Purposes” shall mean and refer to academic pursuits, research, housing for students, student services, and potential campus amenities for faculty, staff, or students.

“Improvements” means any improvements and buildings constructed and/or installed by IU and located upon the Leased Premises, including the Parking Facilities (as herein defined).

“Interest Rate” shall mean the amount of interest payable by IU to Purdue or Purdue to IU under this Lease, which interest shall be paid at an annual rate equal to eight percent (8%).

“IU” means the Trustees of Indiana University, its successors and assigns.

“IUPUI Campus” shall mean the real estate comprising the shared campus described in the Original Agreement.

“Land” means those portions of the real property constituting the Leased Premises which are necessary in connection with the use, operation, or maintenance of the Parking Structures (as herein defined), together with all easements and appurtenances thereunto belonging.

“**Lease**” means this Sublease, including any amendments and supplements hereto executed and delivered in accordance with the terms hereof.

“**Leased Premises**” has the meaning set forth in the recitals to this Lease.

“**Lease Term**” shall have the meaning set forth in Section 2.02 of this Lease and, as the context may require, shall include any extensions or renewals as may be agreed upon by the Parties.

“**O&M Expenses**” has the meaning set forth Section 5.02 of this Lease.

“**Parking Structures**” mean the parking structures described on **Exhibit B**.

“**Parking Facilities**” shall mean the Parking Structures and Surface Parking Lots.

“**Permitted Delays**” has the meaning set forth in Section 12.01 of this Lease.

“**Purdue**” means The Trustees of Purdue University, its successors and assigns.

“**Purdue Development Parcel**” has the meaning set forth in Section 2.01(b) and includes such parcel or parcels of real estate as Purdue may identify from time to time and which are excluded from the definition of the Leased Premises in accordance with the requirements of 2.01(b).

“**Real Estate Taxes**” means and includes such installments of *ad valorem* real property taxes and assessments levied upon or with respect to Leased Premises, including land and improvements and all use, impact and related fees or costs associated therewith, which become due and payable during the Lease Term.

“**Surface Parking Lots**” shall mean and include the parking areas located on the Leased Premises, as depicted on **Exhibit D**.

“**Useful Life**” means the estimated duration of utility placed on each of the Parking Structures, determined in accordance with **Exhibit D**.

“**Useful Life Termination Date**” means the date upon which the Useful Life of each Parking Structure expires, as depicted on **Exhibit E**.

ARTICLE 2

GRANT AND TERM OF LEASE

Section 2.01 Leased Premises.

a. General. For and in consideration of the terms and conditions hereinafter stated, Purdue hereby leases to IU and IU hereby leases from Purdue the Leased Premises, together with all rights, privileges, and appurtenances attaching to or belonging to the Leased Premises and all other rights, title, interest and estates, if any, of Purdue, and subject to all encumbrances, rights-of-way, easements, restrictions, limitations, covenants and other matters of record. IU hereby

accepts the Leased Premises in its present condition “AS IS” with all faults and without representation or warranty from Purdue of any kind or nature, expressed or implied, including any implied warranty of fitness for a particular purpose. Purdue hereby grants IU (i) a right to access the Leased Premises by existing or future roads, sidewalks or accessways as the same shall exist from time to time on or within the Purdue Development Parcel, and (ii) all rights in favor of the Leased Premises which are useful for the operation and maintenance of the Leased Premises. IU acknowledges that it has conducted all inspections of the Leased Premises required for accepting the Leased Premises in their “AS-IS” condition and is relying solely on such inspections and is not relying on any statement of Purdue or any information provided by Purdue.

b. Withdrawal of Land from the Leased Premises. At any time during the Lease Term, and provided that no uncured Event of Default then exists, Purdue shall have the right to modify the description of the Leased Premises and to otherwise remove portions of the land (including any improvements constructed upon such land) from the description of the Leased Premises, subject to the following:

i. Purdue shall deliver written notice to IU at least one hundred eighty (180) days prior to the date upon which such modification shall become effective (the “*Development Notice*”).

ii. Purdue shall, at its sole cost and expense, obtain a survey of the area proposed to be removed from the Leased Premises (each such parcel being referred to as the “*Purdue Development Parcel*”), which survey shall include a legal description and drawing of the Purdue Development Parcel.

iii. The Parties shall execute an amendment to this Lease (the “*Development Amendment*”), which amendment shall remove the Purdue Development Parcel from the description of the Leased Premises and set forth such other matters as the Parties may reasonably require so long as such requirements are consistent with the terms of this Lease. Subject to delivery and expiration of the Development Notice as required pursuant to Section 2.01(b)(i), the Purdue Development Parcel shall be removed from the definition of the Leased Premises effective immediately upon execution of Development Amendment.

iv. Each Purdue Development Parcel may only be used and developed in furtherance of Purdue’s Higher Education Purposes.

v. Each Purdue Development Parcel, once removed from the definition of the Leased Premises, shall be governed by the terms and conditions contained in the Ground Lease.

vi. Purdue shall have the right to demolish, at its sole cost and expense, any improvements located upon a Purdue Development Parcel.

vii. A Parking Structure can be removed from the definition of the Leased Premises only if and to the extent that such Parking Structure’s Useful Life has expired. Notwithstanding the foregoing, and subject to the extension of the Lease Term as provided in Section 2.02 below, IU shall be under no obligation to cease using the Parking Facilities following the expiration of this Lease unless and until Purdue has delivered a Development Notice to IU;

provided, however, that Purdue shall have the right and option to perform reasonable and customary due diligence related to the future development upon the Leased Premises during any period in which IU continues to use the Parking Facilities following the expiration of this Lease, subject to Purdue's delivery of prior written notice of its intention to enter upon all or a portion of the Leased Premises for purposes of conducting such due diligence.

Section 2.02 Term. The term of this Lease (the "***Lease Term***") shall commence on July 1, 2023 (the "***Commencement Date***") and expire, unless earlier terminated as herein set forth, as follows: (a) the expiration date for that portion of the Leased Premises comprised of the Surface Parking Lots shall be forty (40) years after the Commencement Date; and (b) the expiration date for that portion of the Leased Premises comprised of the Parking Structures shall be coterminous with the Useful Life Expiration Date of each such Parking Structure and provided further that in no event shall the Lease Term exceed the term of the Ground Lease. Notwithstanding anything contained herein to the contrary, following the expiration of the Lease Term, if any portion of the Leased Premises is not then the subject of an anticipated, specific development under a Purdue-approved master development plan, the Parties acknowledge and agree to enter into good faith discussions regarding such extensions of the Lease Term as may be reasonably necessary to accommodate the continued beneficial use of the Leased Premises.

Section 2.03 Covenant of Quiet Enjoyment. Purdue covenants and agrees that so long as no Event of Default is continuing (and subject to the other terms and conditions of this Lease), IU shall have peaceful and quiet enjoyment of the Leased Premises during the Term.

Section 2.04 Surrender of Leased Premises.

(a) Upon the expiration or termination of this Lease, IU shall surrender the Leased Premises to Purdue, including all Improvements and all fixtures related thereto, unless the same are to be removed as expressly provided in this Lease. IU shall remove, prior to such termination, all of its trade fixtures, equipment and personal property. IU shall not be responsible for demolishing or otherwise removing any Improvement, including any Parking Structure, once that Improvement has met or exceeded its Useful Life, and this Lease as to the land under that particular Improvement ends. At that time, Purdue shall be responsible for any such demolition, at its discretion. In the event that IU holds over under this Lease (i.e., fails to surrender the Leased Premises upon the expiration or termination of this Lease), IU shall pay Purdue a sum equal to One Hundred Twenty-Five Percent (125%) of the fair market rental value of the Leased Premises as reasonably determined by Purdue, plus all other amounts which IU would have been required to pay hereunder had this Lease been in effect (the "***Holdover Rent***"). Holdover Rent for any partial calendar month shall be computed on a daily basis to reflect the actual number of days in said partial month at an amount equal to one-three hundred sixty-fifths ($1/365^{\text{th}}$) of the annual Holdover Rent for each day of said partial month.

(b) If IU holds over without Purdue's written consent for a period in excess of thirty (30) days without any action from Purdue to dispossess IU, IU shall be deemed to occupy the Leased Premises as a tenant at sufferance at the Holdover Rent, and all other terms and provisions of this Lease shall be applicable to such period. At any time, either Party may terminate such tenancy upon written notice delivered to the other Party at least ten (10) days in advance.

(c) Notwithstanding anything contained herein to the contrary, each Party covenants and agrees not to erect any barriers or other structures intended to prevent or interfere with access to the Common Areas except temporary barriers reasonably necessary in connection with providing O&M Services (as herein defined) to the Common Areas.

Section 2.05 Common Areas. Purdue and IU hereby grant to one another and to their respective lessees, invitees, agents and representatives the reciprocal easement and right to utilize the common entranceways, driveways, walkways, entrances, stairways, elevators, landings and other common areas within the Leased Premises and the Parking Facilities which are designed for (i) public use and (ii) ingress and egress to and from the Parking Facilities to the public right of ways adjacent to the Leased Premises (collectively, the “*Common Areas*”).

Section 2.06 Utilities. Purdue hereby grants to IU the easement and right to use such utility lines and facilities available at the Leased Premises, including the right to connect to such utilities (subject to the rights of any third-party utility provider) necessary for the operation of the Parking Facilities.

ARTICLE 3

RENT AND EXPENSES

Section 3.01 Base Rent. IU shall pay annual base rent for the Leased Premises in the amount of One Dollar (\$1.00) per year and shall be responsible for the operation and maintenance of the Parking Facilities.

Section 3.02 Past Due Payments. If any payment required to be made by a Party shall not be paid when due, such unpaid amounts shall bear interest from the due date to the date of payment at the Interest Rate.

Section 3.03 Place of Payments. All payments required to be paid by IU to Purdue shall be delivered to Purdue at its address set forth in Article 15 hereof. All payments required to be paid by Purdue to IU shall be delivered to IU at its address set forth in Article 15 hereof.

Section 3.04 Utilities. IU shall be responsible for obtaining all original utility services necessary for the operation of the Parking Facilities on the Leased Premises and shall promptly pay when due all charges for any utility services furnished to the Parking Facilities during the Term.

Section 3.05 General Provisions. Except as specifically set forth herein to the contrary, all monies payable pursuant to this Lease shall be paid without notice or demand and without relief from valuation and appraisalment.

ARTICLE 4

USE OF PREMISES; ALTERATIONS AND IMPROVEMENTS

Section 4.01 Use of Leased Premises. IU shall use the Leased Premises solely for the purpose of operating and maintaining the Parking Facilities, for such ancillary uses as are

incidental thereto and for no other purpose without the express written consent of Purdue. IU shall not commit or allow any waste upon the Leased Premises or use the Leased Premises or permit the Leased Premises to be used in any manner inconsistent with (i) IU's obligations hereunder, or (ii) the operation of the Parking Facilities for their intended purpose. The Parking Facilities shall not be used for any unlawful purpose, or in any manner creating any nuisance thereon. The Parking Facilities shall be used in compliance with all Restrictions, as herein defined. IU shall comply in all respects with all laws, ordinances, rules and regulations applicable to IU's operation of the Parking Structures.

Section 4.02 Alterations and Improvements. IU may construct and install additional Improvements without Purdue's consent, so long as (i) the Alterations are conducted in accordance with the general requirements of this Lease, (ii) work on the Alterations, once begun, shall be continued in a reasonable and diligent manner, subject to Permitted Delays, (iii) the Alterations do not materially and negatively affect the fair market value of the Leased Premises, (iv) the Alterations do not materially impact the structural load placed upon the Parking Structures, and (v) copies of preliminary plans shall be provided to Purdue before construction commences and copies of as-built plans are provided promptly after the Alterations are completed. Otherwise, no other Alterations shall be permitted without the prior written consent of both Parties to this Lease. All Alterations shall be at the sole cost and expense of the Party constructing the Alterations. IU acknowledges and agrees that any such alterations will not extend the Useful Life.

Section 4.03 Restrictions on Use. Neither Purdue nor IU shall use the Leased Premises, or permit the Leased Premises to be used for any use which would violate applicable zoning and land use laws and regulations or which would violate any applicable private restrictions or covenants (the "**Restrictions**"). Each Party agrees to discontinue any use of the Leased Premises which is not permitted by the Restrictions immediately upon notice from the other Party.

ARTICLE 5

MAINTENANCE

Section 5.01 IU Maintenance. Throughout the Term, IU, at IU's sole cost and expense, shall maintain, repair and replace the Parking Facilities, including the structural elements of the Parking Structures, as required to keep the same in good condition and repair and in compliance with all applicable laws, rules, ordinances, orders and regulations of federal, state, county, municipal and other governmental agencies and bodies having or claiming jurisdiction. Without limiting the above, IU shall be responsible for all snow and ice removal, landscaping, and for the repair of all accessways, sidewalks, Parking Facilities and related improvements located within the Parking Facilities or on any adjacent public right-of-way (but excluding any obligation to maintain the actual roadway pavement or adjacent shoulder for such public right-of-way), to the extent the same is not maintained by a governmental agency or body (exclusive of Purdue). IU shall promptly and diligently repair, restore and replace the Parking Facilities, as required to maintain or comply above, or to remedy all damage to or destruction of all or any part of the Parking Facilities which occurs at any time during the Lease Term. The completed work of maintenance, compliance, repair, restoration or replacement shall be equal in value, quality and use to the condition of the Improvements before the event giving rise to the work, except as

expressly provided to the contrary in this Lease. Purdue shall not be required to furnish any services or facilities or to make any repairs or alterations of any kind in or on the Leased Premises.

ARTICLE 6 INSURANCE

Section 6.01 Property Insurance. IU shall be responsible for purchasing and maintaining property insurance for the Parking Facilities, protecting the same against loss or damage by fire, vandalism, malicious mischief and such other risks as are normally included under “extended coverage” endorsements and perils insured against by “All Risk” coverage, including earthquake and flood, in amounts of not less than 100% of the current replacement cost. All property damage insurance policies carried by the Parties covering the Parking Structures shall name both Parties as co-insureds, or as additional insureds, and shall expressly waive any right of recovery, claim or cause of action on the part of the insurer against a Party for loss or damage to the other Party, which loss or damage is covered by such insurance.

Section 6.02 Liability Insurance. Each Party shall secure, at its sole expense: (a) commercial general liability insurance with respect to the activities conducted by that Party upon the Parking Structures in an amount of Five Million and No/100 Dollars (\$5,000,000.00) combined limits for any injuries, deaths, or property damage sustained as a result of any one accident or occurrence; (b) workers’ compensation insurance in amounts required by applicable law; and (c) employer’s liability coverage of at least Five Hundred Thousand and No/100 Dollars (\$500,000.00) per occurrence. All commercial general liability insurance policies shall include by endorsement as additional insureds the other Party (or its successors and assignees), its trustees, officers, directors, employees, and agents. The other Party and its designees shall be given at least ten (10) days’ advance written notice of any cancellation, termination, material change or lapse of insurance referenced in this section, by the Party that secured that insurance. Each Party shall, upon request, provide the other Party with a certificate of insurance evidencing the Party’s insurance. All commercial general liability insurance policies shall be primary and non-contributing with respect to any insurance carried by the other Party.

Section 6.03 Waiver of Subrogation. Each Party releases, and shall cause their contractors to release, the other Party, and their respective authorized representatives, from any claims for damage to any person, or to the Leased Premises, the Parking Structure and other Improvements located upon the Leased Premises, and to the fixtures, personal property, and equipment in the Leased Premises that are caused by or result from risks insured against or which would be insured against under any fire and extended coverage insurance policies carried, or customarily carried, by the Parties, or by the Parties’ contractors, at the time of the damage. Each Party shall cause each insurance policy obtained by that Party, or by that Party’s contractor, to provide that the insurance company waives all right of recovery by way of subrogation against the other Party in connection with any damage covered by any such policy.

ARTICLE 7

CONDEMNATION AND CASUALTY

Section 7.01 Condemnation. If all of the Leased Premises are taken for any public purpose, this Lease shall terminate when possession of the Leased Premises are taken by the applicable condemning authority. In the event of a partial taking of a material portion of the Parking Facilities or a partial taking that results in a lack of practical access to the Parking Facilities or inadequate parking for the Parking Facilities, IU shall have the right to terminate this Lease by notice to Purdue of such election not later than ninety (90) days before the date of such possession and, in the event of such election, this Lease shall terminate when possession of the Leased Premises are taken by the applicable condemning authority. In the event of a partial taking that does not result in the termination of this Lease, this Lease shall terminate as to that portion of the Leased Premises taken as of the date possession is taken by the condemning authority and the rights and obligations of the parties hereunder shall otherwise continue to apply in full force and effect to the remaining portion of the Leased Premises not taken by the condemning authority, and (a) IU shall be entitled to all condemnation awards applicable to the Parking Structures so condemned; and (b) Purdue shall be entitled to all condemnation awards applicable to the Purdue Development Parcel so condemned. Each Party agrees to give the other Party prompt notice of any threatened or pending condemnation of any part of the Leased Premises, and each Party having an interest in the subject of the condemnation shall have the right to participate in all proceedings and negotiations with respect thereto. For the purpose of this Article 7, a taking shall include a negotiated sale or lease and transfer of possession to a condemning authority under a bona fide threat of condemnation. In the event of a partial condemnation which results in a part of the Parking Facilities being condemned, IU shall be responsible, at its cost and expense, to remove such portion of the Parking Facilities and restore the balance of the Parking Facilities to the same condition existing as of the date immediately prior to the condemnation to a functional unit to the extent practicable; in the case of such restoration, IU shall be entitled to use the condemnation proceeds to restore the Parking Facilities. If the Parking Structure or any portion thereof is taken temporarily, this Lease shall not terminate and the parties shall mutually agree upon an equitable sharing of any compensation paid by the condemnation authority.

Section 7.02 Casualty. If the Parking Facilities or any portion thereof is partially or totally destroyed by fire or other casualty, then IU may promptly commence with the reconstruction and repair of the Parking Facilities and diligently pursue the same to completion, subject to delays caused by Purdue or by Permitted Delays (as hereinafter defined); provided, however, that such restoration shall not extend the Useful Life of any such Parking Structure. If IU chooses not to reconstruct and repair the Parking Facilities, then IU shall use the insurance proceeds to pay for the removal of site debris and securing of the Parking Facilities area. IU acknowledges and agrees that any such repairs or reconstruction will not extend the Useful Life.

ARTICLE 8

DEFAULTS AND REMEDIES

Section 8.01 Default. The occurrence of any one or more of the following events shall be deemed to be an *“Event of Default”* under this Lease:

(a) the failure of a Party to pay any sum required to be paid under this Lease within ten (10) days after written notice of such failure from a Party entitled to demand such payment;

(b) the failure of a Party to comply with any other covenant or provision of this Lease within thirty (30) days after written notice of such failure from a Party entitled to demand such performance, provided if such failure is not susceptible of being cured within such thirty (30) day period, a Party shall have a reasonable period beyond such thirty (30) day period to effect such cure, so long as such Party commences to cure such failure within such thirty (30) day period and diligently pursues the same to completion and any expenses incurred by the other Party as a result of such failure are paid by such Party.

Section 8.02 Remedies. When an Event of Default exists, the non-defaulting Party shall have the following remedies, which shall be its sole and exclusive remedies:

(a) following any Event of Default, the non-defaulting Party may perform the covenant of the Party which is in default (entering on the property of the defaulting Party, if necessary) and recover the cost of such performance, including an oversight and administrative fee of fifteen percent (15%) of the cost of the work, from the defaulting Party. The non-defaulting Party's performance of such covenant shall neither subject the non-defaulting Party to liability for any loss, inconvenience or damage to the defaulting Party nor be construed as a waiver of the defaulting Party's default or of any other right or remedy provided for herein respecting such default;

(b) with respect to a default in any payment due from a Party under this Lease, the Party entitled to said payment may bring suit for the collection of any amounts for which the defaulting Party is in default; and/or

(c) following any Event of Default by a defaulting Party, the non-defaulting Party may exercise any other right or remedy at law or in equity, including the right to enjoin the failure to perform, or specifically enforce the performance of, any covenants with respect to which the defaulting Party is in default under this Lease.

Interest on any amounts incurred by Purdue with respect to the cure of an Event of Default hereunder shall bear interest at the Interest Rate. Notwithstanding anything contained in this Article 8 or elsewhere in this Lease, Purdue and IU acknowledge and agree that no Party to this Lease shall have the right to terminate this Lease upon an Event of Default or otherwise.

ARTICLE 9

ASSIGNMENT AND SUBLETTING

Section 9.01 Assignment and Subletting. Except as permitted in Section 9.02 below, neither Party may assign or otherwise transfer this Lease without the prior written consent of the other Party, not to be unreasonably withheld, conditioned, or delayed.

Section 9.02 Permitted Subleases. IU may enter into bona fide third party subleases and parking space licenses and agreements with respect to the Parking Facilities and may enter into

management contracts, operating agreements and equipment leasing agreements in order to operate the Parking Facilities as provided pursuant to this Lease, without Purdue's consent. No such sublease or contract shall alter the obligations of IU pursuant to this Lease or the benefits accruing to Purdue from the Ground Lease, and IU shall remain liable to Purdue pursuant to this Lease at all times throughout the Term of this Lease.

ARTICLE 10

REPRESENTATIONS AND WARRANTIES

Section 10.01 Representations and Warranties. Each Party represents and warrants to the other, as of the Effective Date, that:

- (a) It has all requisite power and authority to execute and deliver this Lease and all other documents required to be executed and delivered by it pursuant hereto;
- (b) This Lease will not violate any statute, ordinance, governmental restriction, regulation or any private restriction or agreement applicable to that Party;
- (c) It has not entered into any contract, agreement or option, other than this Lease granting to any party the right to purchase, lease or sublease the Leased Premises;
- (d) It has received no written notice from any governmental or regulatory entity in the past twenty-five (25) years concerning any environmental condition, or violation or potential violation of any local, state or federal environmental statute or regulation, existing at or adjacent to the Parking Structures or the Land; and
- (e) It has received no written notice of any administrative agency action, litigation, condemnation or other proceeding of any kind pending or threatened that relates to the Parking Structures or the Land.

ARTICLE 11

SIGNAGE

Section 11.01 Signage. Each Party shall have the right to place and maintain on such portions of the Common Areas immediately adjacent to the Parking Structures as identified on Exhibit B-2 attached hereto and incorporated herein by reference the following types of signage: (a) wayfinding signage; (b) building mounted signage; (c) monument signage; and (d) such additional signage as may be reasonably desired by either Party to identify such Party's location and presence on the IUPUI Campus (collectively, the "**Signage**"); provided, however, that Purdue shall only be permitted to place directional and wayfinding signage within the sign buffer zone depicted on Exhibit B-2. Each Party shall maintain its Signage in good condition, appearance and repair at all times.

Section 11.02 Installation. Each of the Parties shall be solely responsible for the cost of fabrication, installation and maintenance of its Signage. The electrical sign wiring must be installed in accordance with Underwriters Laboratory Rules and Regulations. All primary and secondary wiring installed through the canopy or exterior of any building must be encased in

flexible metal conduit or electrical metallic tubing with proper fasteners. All transformers must be concealed in metal transformer boxes and shall be mechanically grounded.

Section 11.03 Removal. Each Party may remove its Signage upon the expiration or earlier termination of this Lease provided that Purdue shall repair any damage to the Parking Structures or the IUPUI Campus caused by such removal. Upon the passage of thirty (30) business days after the expiration or earlier termination of the Lease, IU shall have the right to remove Purdue's Signage and to have any damage from such removal repaired, all at Purdue's sole cost and expense. Purdue's obligation to pay such expense to IU shall survive the expiration or earlier termination of this Lease. In addition, in the event that any IU Signage remains on a Purdue Development Parcel for thirty (30) business days after the execution of a Development Amendment, such IU Signage shall be deemed abandoned and may be disposed of in connection with the development of a Purdue Development Parcel for Higher Education Purposes.

ARTICLE 12

MISCELLANEOUS

Section 12.01 Permitted Delays. Whenever performance is required of any Party hereunder, such Party shall use all due diligence and take all necessary measures in good faith to perform; provided, however, that if completion of performance shall be delayed at any time by reason of acts of God, war, civil commotion, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, or damage to work in progress by reason of fire or other casualty or similar causes beyond the reasonable control of a Party (other than financial reasons) ("**Permitted Delays**"), then the time for performance as herein specified shall be appropriately extended by the time of the delay actually caused by such circumstances. If (i) there should arise any Permitted Delays for which a Party is entitled to delay its performance under this Lease and (ii) that Party anticipates that such Permitted Delays will cause a delay in its performance under this Lease, then that Party agrees to provide written notice promptly to the other Party to this Lease of the nature and the anticipated length of such delay.

Section 12.02 Memorandum of Lease. Purdue and IU shall execute and deliver to the Marion County Recorder's Office a short-form or memorandum of lease in recordable form so as to give public notice of the existence of this Lease. Such memorandum of lease shall be in the form attached hereto as **Exhibit F**.

Section 12.03 Real Estate Commissions. The Parties each represent that they have not dealt with any broker in connection with this Lease and agree to indemnify each other from any loss, damage or claim arising from a breach of such representation.

Section 12.04 Notices. All notices permitted or required to be given by any Party hereunder shall be deemed to have been fully given when made in writing and delivered in person, by nationally recognized overnight courier, deposited in the United States mail, certified, postage prepaid or sent by electronic mail, and addressed as follows:

If to Purdue: Purdue University
Attention: Vice President, Auxiliary Services
610 Purdue Mall, Hovde Hall
West Lafayette IN 47907
Phone: 765-494-8000
E-mail: adminops@purdue.edu

With a copy to: Office of Legal Counsel
Attention: General Counsel
610 Purdue Mall, Hovde Hall
West Lafayette IN 47906
Phone: 765-496-9059
E-mail: legalcounsel@purdue.edu

If to IU: Indiana University
Attention: Vice President, Capital Planning and Facilities
107 S. Indiana Avenue, Bryan Hall 205
Bloomington IN 47405
Phone: 812-855-6992
E-mail: yvcpfoff@indiana.edu

With a copy to: Office of the Vice President and General Counsel
107 S. Indiana Avenue, Bryan Hall 211
Bloomington IN 47405
Phone: 812-855-9739
E-mail: vpvc@iu.edu

All such notices shall be deemed to be received upon delivery in person or by overnight courier, on the fifth (5th) day after mailing or the date of transmission if sent by electronic mail. Either Party may change its address for notice by written notice given in accordance herewith.

Section 12.05 Construction and Interpretation. The captions of each article and section hereof are added as a matter of convenience only and shall be considered to be of no effect in the construction or interpretation of any provision or provisions of this Lease. The terms of this Lease shall be binding upon and shall inure to the benefit of the Parties hereto and their successors and assigns. This Lease shall be interpreted and its provisions shall be applied in accordance with the laws of the State of Indiana. If any term, covenant, or condition of this Lease or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Lease shall not be affected thereby, and each term, covenant, or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. This Lease contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements regarding the subject matter hereof. This Lease may be amended and modified only in a writing signed by Purdue and IU. Whenever the singular or plural number, or masculine, feminine or neuter gender is used herein, it shall equally include the other, and the terms and provisions of this instrument shall be construed accordingly. All provisions hereof which by their nature would be expected to survive the termination or expiration of this Lease shall so survive.

Section 12.06 Counterparts. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but not one in the same instrument.

Section 12.07 Rights of Inspection. IU shall have the right at all reasonable times, upon reasonable prior notice and in conformity with reasonable security procedures, to go upon and inspect the Purdue Development Parcel and the infrastructure constructed thereon for purposes of confirming availability of and connections to utility infrastructure on the remainder of the Leased Premises.

Section 12.08 Mechanic's Liens. The Parties will not permit any mechanic's lien or liens to be filed against the Leased Premises at any time for any work done for or materials furnished to a Party; provided that a Party may contest such lien or liens in good faith if a Party (a) deposits as required by law a sufficient surety bond or other security to obtain a release of the lien or liens and (b) obtains a court order releasing the lien or liens. If any such lien or liens are filed, then the Party against whom the lien is filed shall cause the same to be removed within forty-five (45) days of the date of filing.

Section 12.09 No Merger. There shall be no merger of this Lease or of the leasehold estate hereby created with the fee estate in the Leased Premises by reason of the fact that the same person acquires or holds, directly or indirectly, this Lease or the leasehold estate hereby created or any interest herein or in such leasehold estate, as well as the fee estate in the Leased Premises or any interest in such fee estate.

Section 12.10 Waivers. No waiver of any condition or covenant in this Lease by either Party shall be deemed to imply or constitute a future waiver of the same or any other condition or covenant of this Lease. The various rights and remedies herein contained and reserved to each of the Parties shall not be considered as exclusive of any other right or remedy of such Party, but shall be construed as cumulative and in addition to every other right or remedy now or hereafter existing at law, in equity, or by statute, and said rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefore arises. No delay or omission to exercise any right or power by either Party shall impair any such right or power, or be construed as a waiver of any default or as acquiescence therein.

Section 12.11 Relationship of Parties. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent, partnership, joint venture, or any relationship between the parties hereto other than that of Purdue and IU.

Section 12.12 Consent. Whenever it is necessary under the terms of this Lease for either Party to obtain the consent or approval of the other Party, except as expressly specified herein to the contrary, such consent or approval shall not be unreasonably withheld, conditioned or delayed. In the event that either Party objects to the withholding of consent or approval by the other Party, the objecting Party shall be limited to the remedies of specific enforcement or an injunction to enforce the withholding Party's obligation to consent, so long as the withholding Party is not acting maliciously or in bad faith. The Parties hereby waive any claims for monetary damages as a result of a Party's wrongful withholding or delay in giving consent, so long as the Party whose consent

is required is not acting maliciously or in bad faith. Unless a different time period is specifically provided for in the Lease, any consent which is not provided (or reasonably withheld and such decision has been communicated to the other Party in writing) within thirty (30) days of the date the request for the same is received, unless such delay is due in whole or in part to requesting Party's acts or omissions, shall be deemed to have been given.

Section 12.13 Successors or Assigns. Except as otherwise specified in this Lease, all of the provisions contained in this Lease shall run with the land and bind and inure to the benefit of Purdue and IU and their respective heirs, successors and assigns. Any references in this Lease to Purdue and IU shall be deemed to include their respective heirs, successors and assigns.

Section 12.14 Disputes. If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other or any work to be performed by either of them under the provisions hereof, the Party against whom the obligation to pay or to perform is asserted shall have the right to make payment or perform such work and pay the cost thereof "under protest," and such payment or performance, so long as specifically identified, in writing, as "under protest," shall not be regarded as a voluntary payment or performance and the right of said Party to institute suit to recover the amount paid "under protest" shall survive. If it shall be adjudged or mutually agreed by Purdue and IU that there was no legal obligation on the part of said party to pay such sum or any part thereof or that said Party was not legally obligated to perform, said Party shall be entitled to recover the amount paid "under protest" or so much thereof as it was not legally required to pay under the provisions of this Lease.

[Signature Page Follows]

IN WITNESS WHEREOF, Purdue and IU have executed this Lease as of the Effective Date.

“PURDUE”

THE TRUSTEES OF PURDUE UNIVERSTIY

By: _____

Printed: _____

Its: _____

“IU”

THE TRUSTEES OF INDIANA UNIVERSITY

By: _____

Printed: _____

Its: _____

EXHIBIT A

Legal Description of the Leased Premises

Reference Table:

TRACT #	State ID:	Common Address:	Current Function:
I	49-11-02-173-001.000-101	525 North Blackford Street, Indianapolis, IN 46202	Campus gateway
II	49-11-02-112-018.000-101	525 North Blackford Street, Indianapolis, IN 46202	Surface parking
III	49-11-02-148-005.000-101	525 North Blackford Street, Indianapolis, IN 46202	Combination of surface parking, Gateway parking garage, and adjacent greenway
IV	49-11-02-237-012.000-101	550 West North Street, Indianapolis, IN 46202	Sigma Theta Tau Sorority Building and adjacent surface parking
V	49-11-02-232-028.000-101	725 West North Street, Indianapolis, IN 46202	Combination of Blackford Street parking garage, surface parking, and North St parking garage
VI	49-11-02-108-005.000-101	1100 West Michigan Street, Indianapolis, IN 46202	Surface parking adjacent to North Residence Hall

A-1 Legal Description Reference Map

Legal Description:

TRACT I: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 1: (1060890)
State Parcel #: 49-11-02-173-001.000-101

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Six (6) in John D. Condit's Subdivision of Lots 7 and 8 in Blackford's Subdivision of Out Lots 152, 153 and 154 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 4, Page 9, in the Office of the Recorder of Marion County, Indiana.

EXCEPTING THEREFROM:

A part of Lot 1 in John D. Condit's Subdivision, the plat of which is recorded in Plat Book 4, page 9, in the Office of the Recorder of Marion County, Indiana, described as follows:

Beginning at the Southeast corner of said Lot 1; thence Westerly 29.84 feet along the south line of said Lot; thence North 56 degrees 35 minutes 18 seconds East 36.46 feet to the east line of said Lot; thence Southerly 21.04 feet along said east line to the point of beginning and containing 314 square feet, more or less.

TRACT II: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 2: (1079031)
State Parcel #: 49-11-02-112-018.000-101

Lot Numbered Five (5) and Lot Numbered Six (6) in Blackford's Subdivision of Out Lots 152, 153 and 154 in the City of Indianapolis, Indiana, as per plat thereof, recorded in Plat Book 1, page 173, in the Office of the Recorder of Marion County, Indiana.

TRACT III: (525 North Blackford Street, Indianapolis, IN 46202)
Parcel 3: (1055576)
State Parcel #: 49-11-02-148-005.000-101

Lots 1, 2, 3, 4, 9, 10, 11, 12, 13, 14, 15, 16, 75, 76, 77, 81, 82, 83 and 86 and in Issac's Blackford's Subdivision of OL 152, 153 and 154 in Plat Book 1, page 173, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5, 6 and 7 in Brockway's Subdivision of Lots 84 and 85 in Blackford's Subdivision of Out Lots 152, 153, and 154, of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 3, Page 17, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5 and 6 in Blackford & Condit's Subdivision of Lots Numbered 78, 79 and 80 of Out Lot 154 in the City of Indianapolis as per plat thereof recorded in Plat Book 8, page 68 in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2, 3 and 4 in Mary J. Hilton's Subdivision of a part of Out Lot 160 of the Donation Lands to the City of Indianapolis, Indiana, the plat of which is recorded in Plat Book 2, page 146 in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 2, 3 and 4 in what is known as LeQuat's Subdivision of part of Out Lot Numbered 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book H, page 209, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 in John M. Meikel's Subdivision of a part of Out Lot 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 7, page 163, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 9, 10, 11, 12, 13, 14, and 15 in George W. Pitt's Subdivision of the East part of Out Lot 160 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 129, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2, 3, 5, 6, 7, 8 and 9 in Smith-Liebrich, et.al., Subdivision of the Southwest part of Out Lot 160 of the Donation Lands of the City of Indianapolis, the plat of which is recorded in Plat Book 14, page 110, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying West of West Street and being bounded by the North by the South line of North Street and the South by the North line of the first ally lying North of West Michigan Street as set out in Declaratory Resolution No. 16785 recorded June 30, 1951 in Book 1421, page 244 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley lying East of Blackford Street and being bounded by the North by the South line of North Street and the South by the North line of the first alley South of North Street as set out in Declaratory Resolution No. 17672 recorded September 4, 1953 in Book 1718, page 338 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley lying South of North Street being bounded on the West by a line lying 32.5 feet East of the East line of the first alley West of California Street and the East by the West line of California Street all as set out in Declaratory Resolution No. 84-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Blackford Street being bounded on the North by a line lying North 170.4 feet North of the North line of West Michigan Street and the South by the North line of West Michigan Street all as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the alleys lying and being between the said lots being bounded to the North by Indiana Avenue, the South by the North line of North Street, the West by the East line of Blackford Street and the East by the West line of Pitts Street all as set out in Declaratory Resolution No. 88-VAC-19 recorded May 2, 1988 as Instrument No. 880047397 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated California Street being bounded by the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 99-VAC-20 recorded October 10, 1999 as Instrument No. 1999-0188517 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the alleys lying and being bounded by the North by the South line of North Street, by the South by the North line of West Michigan Street, the West by the East line of Blackford Street and the East by the West line of California Street.

ALSO,

All that portion of the alleys lying and being bounded by the North by the South line of North Street, by the South by the North line of West Michigan Street, the West by the East line of California Street and the East by the West line of West Street.

TRACT IV: (550 West North Street, Indianapolis, IN 46202)
Parcel 1: (1048739)
State Parcel #: 49-11-02-237-012.000-101

Lots 1, 2, 3, 4, 5, 6, 7 and 8 in George W. Pitt's Subdivision of the East part of Out Lot 160 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 129, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated North Street being bounded on the West by the East line of California Street and the East by the West line of Indiana Avenue; also all that portion of vacated Pitts Street being bounded by the North by the South line of Indiana Avenue and the South by the North line of North Street; also all that portion of the first ally lying East of Pitts Street being bounded on the North by the South line of Indiana Avenue and the South by the North line of North Street all as set out in Declaratory Resolution No. 88-VAC-19 recorded May 2, 1988 as Instrument No. 880047397 in the Office of the Recorder of Marion County, Indiana.

TRACT V: (725 West North Street, Indianapolis, IN 46202)
Parcel 1: (1031736)
State Parcel #: 49-11-02-232-028.000-101

Lot 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102 in Bright, Powell and Ellis' Subdivision of Out Lot 155 in the City of Indianapolis, as per plat thereof recorded in Plat Book 1, page 320 and 321, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots Numbered 1, 2, 3 and 4 in Herman, White, Mason and Finley's Subdivision of Lots 53 and 54 in Bright, Powell and Ellis Subdivision of Out Lot 155 of the Donation Lands of the City of Indianapolis, as recorded in Plat Book 11, page 70, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots 1, 2, 3 in Herdman and Burton's Subdivision of Lots 13 and 14 in Bright, Powell and Ellis Subdivision of Out Lot 155 on the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 11, page 71, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated Douglas Street being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 79-VAC-22-B recorded December 6, 1979 as Instrument No. 79-93985 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Blake Street and being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street and also that portion of the first alley North of West Michigan Street and being bounded by the West by the East line of Blake Street and the East by the West line of Douglas Street, all as set out in Declaratory Resolution No. 79-VAC-22-A recorded December 6, 1979 as Instrument No. 79-93986 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first alley East of Douglas Street and being bounded on the North by the South line of the first ally lying North of West Michigan Street and the South by the North line of West Michigan Street; also all that portion of the first ally North of West Michigan Street and being bounded by the West by the East line of Douglas Street and by the East by the West line of Bright Street; also all that portion of the first alley East of Bright Street and being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street; also all that portion of the first alley North of West Michigan Street and being bounded by the West by the East line of Bright Street and by the East by the West line of Blackford Street, all as set out in Declaratory Resolution No. 84-VAC-37 recorded November 30, 1984 as Instrument No. 840093818 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying East of Douglas Street and being bounded on the North by the South line of North Street and the South by the North line of the first ally lying North of West Michigan Street as set out in Declaratory Resolution No. 85-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of vacated Bright Street being bounded on the North by the South line of North Street and the South by the North line of West Michigan Street; also all that portion of Blake Street bounded on the North by the South line of North Street and the South by the North line of West Michigan Street as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

TRACT VI: (1100 West Michigan Street, Indianapolis, IN 46202)
Parcel 1: (1102556)
Portion of State Parcel #: 49-11-02-108-005.000-101

Lot Numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47 and 48 in William Y. Wiley's Subdivision of the South and East Parts of Out Lot 159 of the Donation Lands of the City of Indianapolis, as platted by James M. Ray, Trustee for Issac Coe, as per plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Marion County, Indiana.

ALSO,

Lots "K", "L", "M", "N", "O", "P", "Q", "R", "S" in William Y. Wiley's Subdivision of the South and East Parts of Out Lot 159 of the Donation Lands of the City of Indianapolis, as per plat thereof, recorded in Plat Book 2, page 17, in the Office of the Recorder of Marion County, Indiana.

EXCEPTING THEREFROM:

Except that part taken off the East end of said Lots "K", "L", "M", "N", "O", and "S" for the straightening of Blackford Street as shown in Miscellaneous Record 88, Page 288 and Plat Book 5, Page 31, in the Office of the Recorder of Marion County, Indiana.

ALSO,

All that portion of the first ally lying West of Bright Street and being bounded by the North by the South line of Center Street and the South by the North line of North Street; also all that portion of the first ally lying North of North Street and being bounded by the West by the East line of Douglas Street and the East by

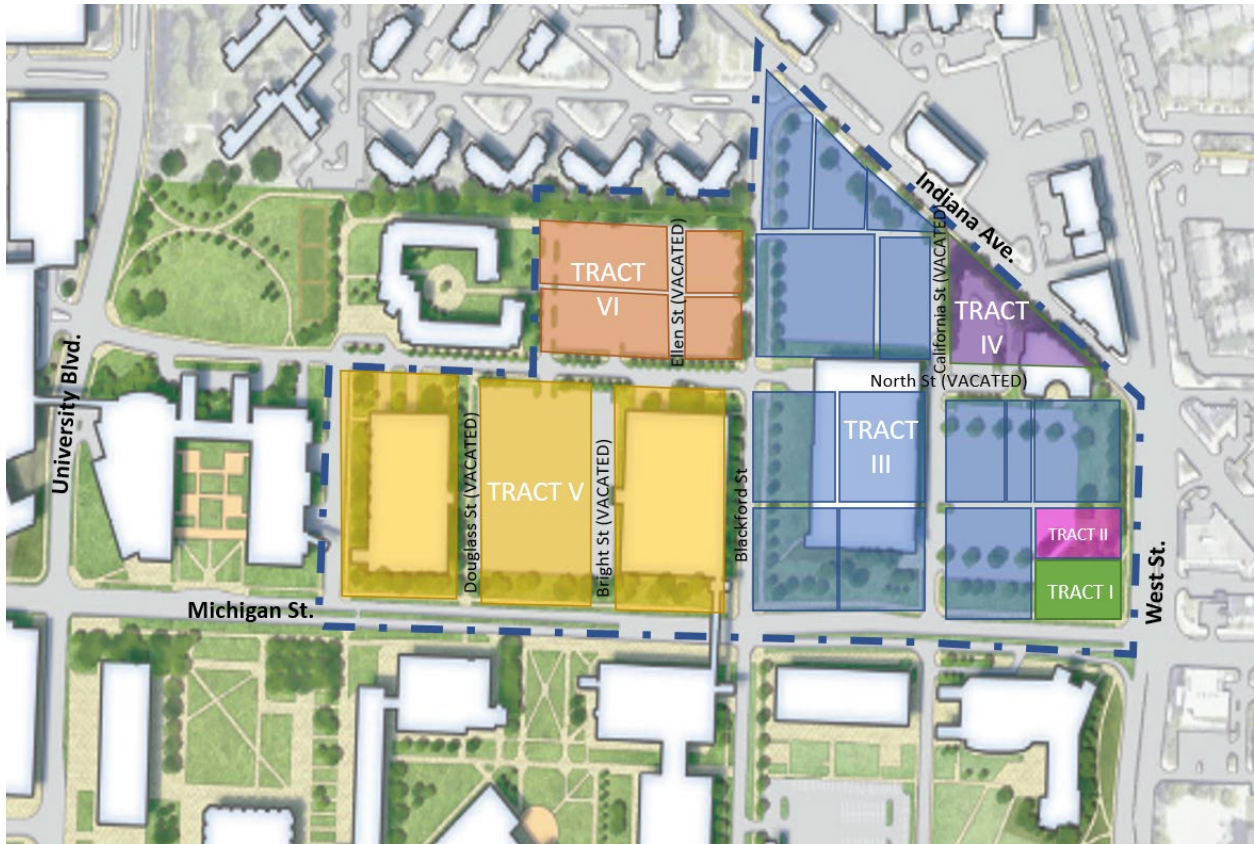
the West line of Bright Street; also all that portion of the first alley lying East of Blake Street and being bounded by the North by the South line of the second ally North of North Street and the South by the North line of North Street; also all that portion of the First ally lying North of North Street and being bounded by the West by the East line of Blake Street and the East by the West line of Douglas Street all as set out in Declaratory Resolution No. 84-VAC-54 recorded December 2, 1985 as Instrument No. 850113255 in the Office of the Recorder of Marion County, Indiana.







ALSO,

All that Portion of vacated Douglas Street being bounded on the North by the South line of Center Street and the South by the North line of North Street; also that portion of vacated Bright Street being bounded on the North by the South line of Center Street and the South by the North line of North Street; also all that portion of vacated Blake Street being bounded on the North by the South line of the second ally lying North of North Street and the South by the North line of North Street; also, all that portion of the South Half of vacated Center Street bounded on the West by the West line of Douglas Street and the East by the East line of Bright Street; also, all that portion of the first ally lying North of North Street being bounded on the West by the East line of Bright Street and the East by the West line of Blackford Street all as set out in Declaratory Resolution No. 87-VAC-26 recorded August 26, 1987 as Instrument No. 870098884 in the Office of the Recorder of Marion County, Indiana.

EXHIBIT "A-1"

Legal Description Reference Map



- | | | |
|--|---|--|
|  Tract I |  Tract III |  Tract V |
|  Tract II |  Tract IV |  Tract VI |

Disclaimer: Tracts are for reference purposes only. Prior to any New Improvement project, the Parties should conduct a site survey.

EXHIBIT B

Description of the Parking Structures

Reference Table:

Garage	Garage Common Name	Common Address:
I	North Street Parking Garage	725 W North Street, Indianapolis, IN 46202
II	Blackford Street Parking Garage	725 W North Street, Indianapolis, IN 46202
III	Gateway Parking Garage	525 North Blackford Street, Indianapolis, IN 46202

B-1 Parking Structures / Surface Lots Map

B-2 Parking Signage Map

EXHIBIT "B-1"

Parking Structures / Surface Lots Map

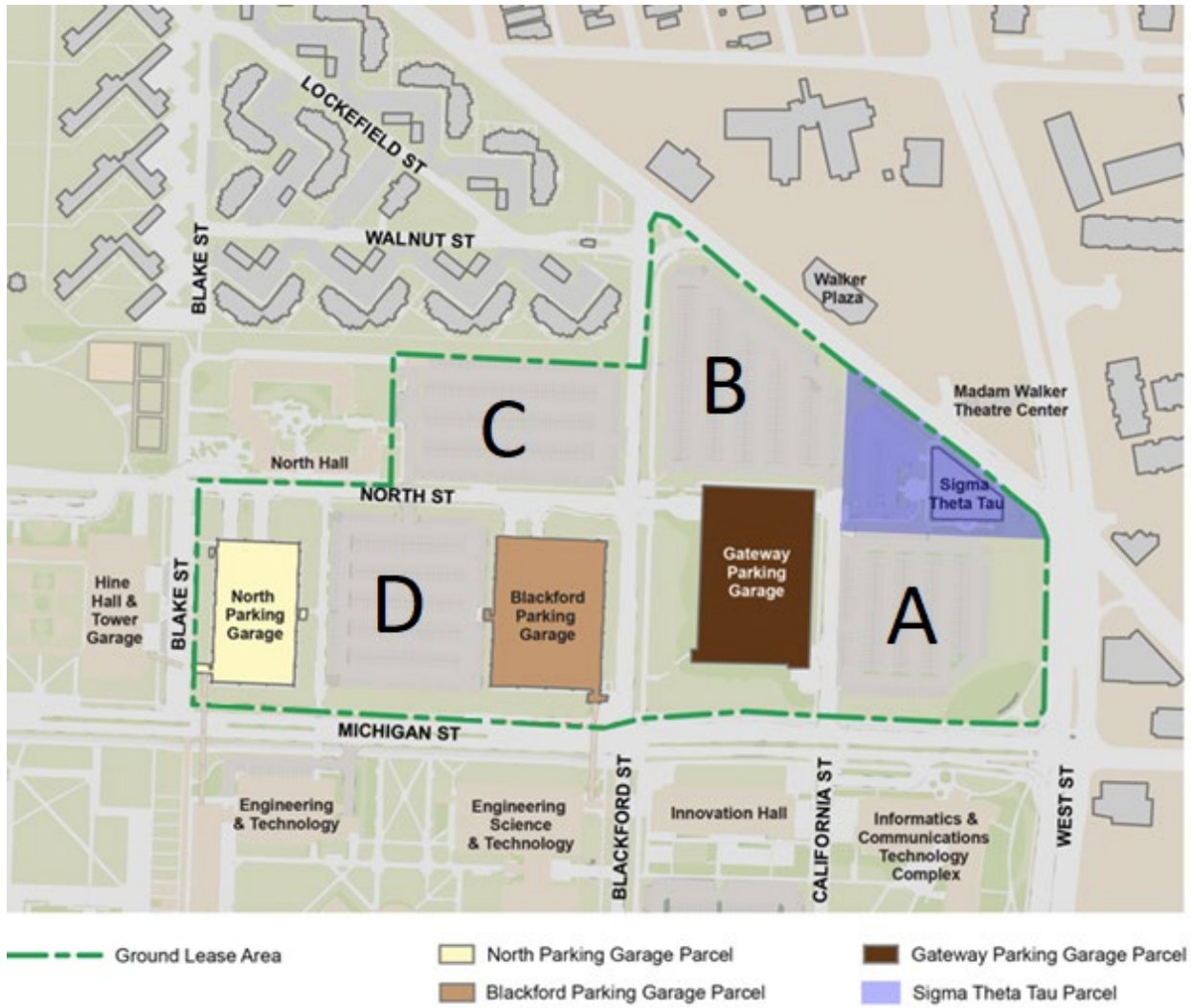


EXHIBIT "B-2"

Sign Area and Buffer Zone



EXHIBIT C

[INTENTIONALLY OMITTED]

EXHIBIT D

Surface Parking Lots

Reference Table:

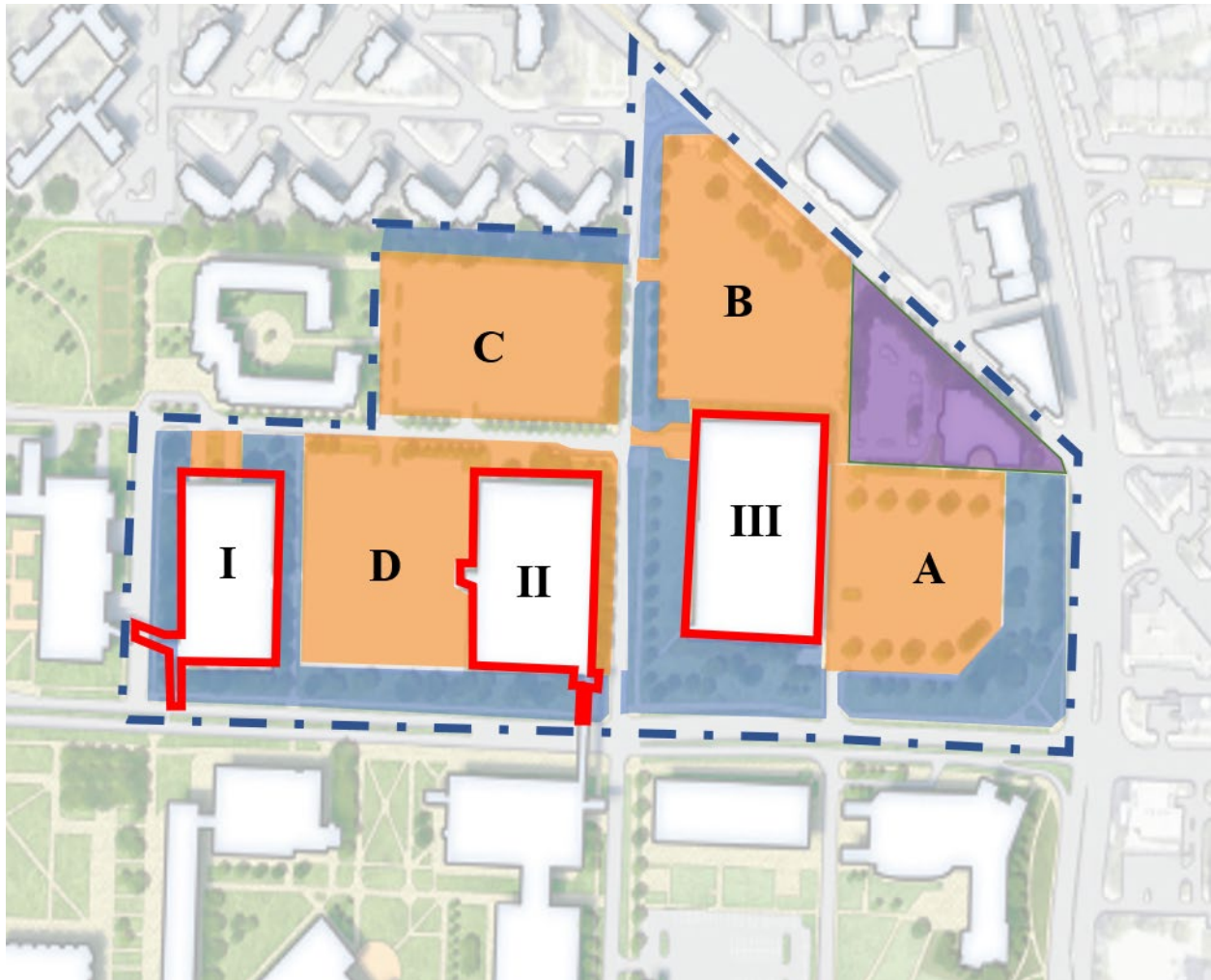
Surface Parking Lots

Lot	Lot Common Name	Common Address:
A	Parking Lot #73	525 North Blackford Street, Indianapolis, IN 46202
B	Parking Lot #92	525 North Blackford Street, Indianapolis, IN 46202
C	Parking Lot #69	1100 W Michigan Street, Indianapolis, IN 46202
D	Parking Lot #71	725 W North Street, Indianapolis, IN 46202

D-1 Parking Structures / Surface Lots Map

EXHIBIT "D-1"

Parking Structures / Surface Lots Map



Leased Premises boundary



Leased Premises (subject to PU operating expense reimbursement)



Leased Premises (surface parking and garage entries subject to IU operating expenses)



Parking Garages subject useful life



Leased Premises (STT Building boundary)

Disclaimer: Exhibit for reference purposes only. Prior to any New Improvement project, the Parties should conduct a site survey.

EXHIBIT E

Parking Structure Useful Life

	<u>Description of Garage</u>	<u>Common Address:</u>	<u>Year Built:</u>	<u>Useful Life</u>	<u>Useful Life Termination Date</u>
<u>I</u>	<u>North Street Parking Garage</u>	<u>725 W North Street, Indianapolis, IN 46202</u>	<u>1978</u>		
<u>II</u>	<u>Blackford Street Parking Garage</u>	<u>725 W North Street, Indianapolis, IN 46202</u>	<u>1991</u>		
<u>III</u>	<u>Gateway Parking Garage</u>	<u>525 North Blackford Street, Indianapolis, IN 46202</u>	<u>2010</u>		

- The Parties acknowledge and agree that IU shall, at IU's sole cost and expense, engage a structural engineer or other qualified independent third party consultant reasonably acceptable to both IU and Purdue to determine the Useful Life of the Parking Structures. Such independent analysis shall be completed within one (1) year after the Effective Date of this Lease, at which time the Parties shall execute an amendment to this Lease or other written confirmation of the Useful Life of the Parking Structures.

EXHIBIT F

Memorandum of Sublease

This Memorandum of Sublease (this “**Memorandum**”) is made and entered into this 1st day of July, 2023 (the “**Effective Date**”), by and between The Trustees of Indiana University (“**IU**”) and The Trustees of Purdue University (“**Purdue**”). Purdue and IU agree to and acknowledge the following matters:

1. IU and Purdue entered into that certain Sublease dated as of July 1, 2023 (the “**Sublease**”), wherein IU leases to Purdue, and Purdue leases from IU, subject to the terms, covenants and conditions contained therein, certain real estate and improvements located in Marion County, Indiana (the “**Leased Premises**”), located in downtown Indianapolis, as legally described on Exhibit A, attached and incorporated herein by reference.

2. The term of the Sublease shall expire, unless earlier terminated as therein set forth, as follows: (a) the expiration date for that portion of the Leased Premises comprised of the Surface Parking Lots shall be forty (40) years after the Commencement Date; and (b) the expiration date for that portion of the Leased Premises comprised of the Parking Structures shall be coterminous with the Useful Life Expiration Date of each such Parking Structure and provided further that in no event shall the Lease Term exceed the term of the Ground Lease.

3. The purpose of this Memorandum is to give record notice to all persons that Purdue has a leasehold interest in the Leased Premises, in addition to other rights and obligations created therein, all of which are confirmed.

4. Any capitalized terms utilized herein that are not otherwise defined shall be deemed to have the same meaning as set forth in the Sublease.

5. In the event of a conflict between the terms of the Lease and the terms of this Memorandum, the terms of the Sublease shall control.

6. This Memorandum may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

7. The last deed of record for the real estate comprising the Leased Premises was recorded in the Marion County Recorder’s Office on _____ as Document Number _____.

[Signature pages follow]

IN WITNESS WHEREOF, IU and Purdue have executed this Memorandum of Sublease as of the Effective Date.

“IU”

THE TRUSTEES OF INDIANA UNIVERSTIY

By: _____

Printed: _____

Its: _____

“PURDUE”

THE TRUSTEES OF PURDUE UNIVERSITY

By: _____

Printed: _____

Its: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, the _____ of The Trustees of Indiana University and acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that the representations therein contained are true and correct.

Witness my hand and notarial seal this _____ day of _____, 2023.

_____, Notary Public

My Commission Expires: _____

My County of Residence: _____

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, the undersigned, a Notary Public, in and for said County and State, on this _____ day of _____, 2023, personally appeared _____, the _____ of The Trustees of Purdue University, and acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that the representations therein contained are true and correct.

Witness my hand and notarial seal this _____ day of _____, 2023.

_____, Notary Public

My Commission Expires: _____

My County of Residence: _____

EXHIBIT A

LEGAL DESCRIPTION OF LEASED PREMISES

Appendix E

Research Transition Agreement

APPENDIX E

RESEARCH TRANSITION AGREEMENT

THIS RESEARCH TRANSITION AGREEMENT (the “Agreement”) is dated as of the 14th day of June 2023 and entered into by and between THE TRUSTEES OF INDIANA UNIVERSITY (“IU”) and THE TRUSTEES OF PURDUE UNIVERSITY (“Purdue” and, with IU, collectively the “Parties” or the “Universities,” and each individually a “Party” or a “University”). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Program Transfer Agreement (as defined below) or in the MOU referenced therein.

WHEREAS, on the date hereof, the Parties have entered into a Program Transfer Agreement, to which this Agreement serves as an Appendix (the “Program Transfer Agreement”); and

WHEREAS, the Parties desire to set forth their mutual understanding with regard to the transfer and maintenance of research endeavors by faculty in the Purdue Realigned Academic Units,

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants herein contained, the Parties agree as follows:

ARTICLE I

EFFECTIVE DATE AND TERM OF AGREEMENT

- A. EFFECTIVE DATE OF AGREEMENT.** This Agreement shall become effective immediately upon its execution and delivery by the Parties following approval by their respective Boards of Trustees (the “Agreement Effective Date”).
- B. DEFINED TERMS.** Defined Terms in this Agreement shall have the meanings set forth in the Program Transfer Agreement.
- C. TERM.** The initial term of this Agreement shall begin on the Agreement Effective Date. Certain provisions of this Agreement will be fully performed on or before the Realignment Effective Date of July 1, 2024, whereas other provisions will continue until they are fully performed in accordance with their terms or until the Parties mutually agree to terminate this Agreement.

ARTICLE II

TRANSITION OF RESEARCH

- A. GENERAL PRINCIPLES.** Purdue and IU agree to work collaboratively to facilitate the transition of research within the mission of the Purdue Realigned Academic Units to Purdue. The primary objective of both Parties is to continue support of existing and new research consistent with the respective mission areas of both Universities and to minimize disruption to research activities where possible. In general, sponsored or other research projects where the lead researcher will be an IU Transferred Faculty member will transfer to Purdue, and where the lead researcher will remain IUI faculty will remain with IU. Sponsored programs with multi-principal investigators will be managed on a case-by-case basis. Faculty designated as IU Transferred Faculty will be encouraged to discuss existing research portfolios with IU’s Office of Research Administration during the Fall 2023 term to facilitate transfer of funded and unfunded grants and contracts.

B. TRANSITION OF FUNDED RESEARCH GRANTS, CONTRACTS, AND PROPOSALS.

1. Existing Funded Grants and Contracts.

a. During the Transition Year, IU will inventory all existing funded contracts and grants associated with or within the mission of Purdue Realigned Academic Units (“Existing Funded Grants and Contracts”). Purdue business offices and the Purdue Sponsored Programs and Services Office, in collaboration with the Engineering and Technology and Computer Science research administrator and the IU Office of Research Administration, will assess the status of Existing Funded Grants and Contracts, and the Parties will make a determination about each on a case-by-case basis following the general principles above. Specific determinations may include i) grant closure prior to the Realignment Effective Date ii) transfer of the grant or contract award to Purdue, to be effective on the Realignment Effective Date iii) subcontract of portions or all of the grant or contract award by IU to Purdue, to be effective on the Realignment Effective Date iv) transfer of the grant or contract award to Purdue with a subcontract to IU for portions of the award, to be effective on the Realignment Effective Date or v) other actions as may be appropriate given the individualized nature of the contracts and grants at issue. Notwithstanding the above, there may be circumstances where IU is prohibited by a particular agreement’s terms from sharing the agreement itself with a third party like Purdue. In such a case, IU will seek to obtain approval from the counterparty to share the agreement with Purdue. Purdue understands and agrees that it may have to sign a non-disclosure agreement to view such an agreement.

b. Purdue and IU, through their respective sponsored programs offices and appropriate business units, will take all appropriate action necessary to facilitate transfer, subcontract, or closure of Existing Funded Grants and Contracts in accordance with the terms of this Section II.B.

c. Responsibility for any cost share commitments that will be outstanding as of the Realignment Effective Date on awards transferring to Purdue, will be determined by the Parties on a case-by-case basis.

d. For grants and contracts transferred by IU to Purdue, Facilities and Administration Rates (hereinafter “Rates” or “F&A Rates”) in place at IUPUI prior to the Realignment Effective Date will be honored by Purdue until the end of the current grant or contract period; provided, however, if Purdue Rates are lower than those of IUPUI, the lower Purdue rate will be charged beginning on the Realignment Effective Date. In the event a continuation of the transferred grant or contract is requested, the proposal will be submitted at Purdue’s then-existing Rates. For any subcontracts between the Parties that are necessary due to the transition, the subrecipient party may charge F&A Rates. The prime recipient will not charge F&A Rates on the subaward expenditures that the prime recipient incurs from these subcontracts.

e. IU and Purdue will collaborate and assist the principal investigator with compliance obligations for any non-standard sponsor requests for financial or progress reporting prior to the Realignment Effective Date.

2. Proposals to Continue Existing Funded Grants and Contracts.

a. As of the Agreement Effective Date, proposals to continue Existing Funded Contracts and Grants with an anticipated end date before July 1, 2024, and for which an IU Transferred Faculty Member is the primary Principal Investigator will be submitted through the IU Office of Research Administration.

b. As of the Agreement Effective Date, proposals to continue Existing Funded Contracts and Grants with an anticipated continuation start date after June 30, 2024, will be submitted through the Purdue Sponsored Programs and Services Office. Purdue and IU will work collaboratively on such continuation proposals.

c. As of the Agreement Effective Date, submission of proposals to continue Existing Funded Contracts and Grants with an anticipated start date before June 30, 2024 and an anticipated end date after July 1, 2024, will be handled on a case-by-case basis by IU and Purdue.

3. Proposals for New Funded Contracts and Grants.

a. New Projects Ending Before July 1, 2024. As of the Agreement Effective Date, proposals for New Funded Contracts and Grants with an anticipated end date before July 1, 2024, and for which an IU Transferred Faculty Member is the lead Principal Investigator will be submitted through the IU Office of Research Administration.

b. New Projects Starting After June 30, 2024. As of the Agreement Effective Date, proposals for New Funded Contracts and Grants with an anticipated start date after June 30, 2024, and for which an IU Transferred Faculty Member is the lead Principal Investigator will be submitted through the Purdue Sponsored Programs and Services Office. Purdue and IU will work collaboratively on such continuation proposals.

c. Other Proposals for New Projects. As of the Agreement Effective Date, all other submission of proposals for New Funded Contracts and Grants by IU Transferred Faculty, including those with an anticipated start date before June 30, 2024, and an anticipated end date after July 1, 2024, will be evaluated and approved on a case-by-case basis by IU and Purdue.

C. TRANSITION OF UNFUNDED RESEARCH AGREEMENTS. During the Transition Year, IU will inventory and provide copies of all existing unfunded research agreements associated with or within the mission of Purdue Realigned Academic Units (“Unfunded Research Agreements”). Such inventory shall be provided to Purdue by November 1, 2023. Such agreements may include but are not limited to material transfer agreements, non-disclosure agreements, data use agreements, letters of intent, and letters of agreement. Purdue’s Office of Legal Counsel and the Purdue Sponsored Programs and Services Office, in collaboration with the Engineering and Technology and Computer Science research administrator and the IU Office of Research Administration, will assess the status of the Unfunded Research Agreements, and the Parties will make a determination on a case-by-case basis about how to handle each agreement. Specific determinations may include i) project or activity closure prior to the Realignment Effective Date ii) novate the agreement to Purdue, effective on the Realignment Effective Date iii) pursue a new contract between

the third party and Purdue or iv) take such other actions as may be appropriate given the individualized nature of the contracts at issue. Notwithstanding the above, there may be circumstances where IU is prohibited by a particular agreement's terms from sharing the agreement with a third party like Purdue. In such a case, IU will seek to obtain approval from the counterparty to share the agreement with Purdue. Purdue understands and agrees that it may have to sign a non-disclosure agreement to view such an agreement.

D. DEPARTMENTAL FUNDING AND GRADUATE STUDENT SUPPORT.

1. General Personnel Matters. Transition of Faculty and Non-Faculty Employees shall be governed by Article III of the Program Transfer Agreement. Graduate Student researchers shall be governed by Article III of the Program Transfer Agreement.
2. Release Time for Faculty Research Endeavors. Purdue will honor teaching release time offered to IU Transferred Faculty that extends beyond the Realignment Effective Date; provided, however, during the Transition Year, IU will not offer new or additional teaching release time beyond the Transition Year to any faculty who will become an IU Transferred Faculty member without the consent of Purdue.
3. Graduate Student Advising. In general, IU Transferred Faculty are expected to continue to fund, and serve as primary advisors for, their graduate students.

E. FACILITIES AND USE OF EQUIPMENT. Consistent with the Lease Agreements and the Services Agreement, IU and Purdue agree to work collaboratively to facilitate research continuation for the IU Transferred Faculty with as little disruption to the conduct of research as possible. This includes cooperation on the use of specialized labs, physical equipment, access to high performance computing, access to gasses, liquids, and chemicals, and access to characterization and testing facilities, as may be reasonably possible for both Parties. IU and Purdue agree to make appropriate arrangements for maintenance of existing equipment for a reasonable transition time, with the cost of such maintenance and use being shared by the Parties in proportion to their use of the equipment or as otherwise agreed. The Universities agree to continue discussions about ongoing shared utilization of equipment beyond the Term of this Agreement.

F. INTELLECTUAL PROPERTY.

1. Intellectual Property Disclosed Prior to July 1, 2023.
 - a. Generally, all intellectual property disclosed to the Indiana University Innovation and Commercialization Office (IU ICO) prior to July 1, 2023, will remain under the management of IU ICO. This includes jointly owned intellectual property (patentable/copyrightable) subject to the terms of the IU Purdue Master Inter Institutional Agreement effective November 17, 2014, as currently amended and restated and as may be amended and restated in the future ("IU Purdue Master IIA") (incorporated herein by reference and attached as "Exhibit A").
 - b. All license and option agreements executed prior to July 1, 2023, by IU ICO under the terms of the IU Purdue Master IIA will continue to be managed by IU ICO.

2. Disclosure Inventory; Determination. During the Transition Year, IU ICO will make a good faith effort to:

a. Inventory existing active intellectual property disclosures made prior to July 1, 2023, by faculty who will become IU Transferred Faculty and IUPUI students transitioning to a Purdue Realigned Academic Unit (the “Prior Disclosures”). The Parties will need to share a list of such faculty and students with IU ICO for such inventory process to take place, and the Parties will need to communicate to IU ICO any changes to that list that occur over the Transition Year.

b. Provide Purdue’s Office of Technology Commercialization with copies of any Prior Disclosures not currently subject to executed license or option agreements by November 1 or as soon thereafter as practicable; and,

c. If a faculty member who will become an IU Transferred Faculty or an IUPUI student transitioning to a Purdue Realigned Academic Unit requires on or after the Realignment Effective Date the continued use of intellectual property disclosed to Purdue under subsection F.2(b) immediately above, for commercialization through Purdue’s Office of Technology Commercialization, IU and Purdue will cooperatively determine if such Intellectual Property should (i) remain under the management of IU in accordance with the terms of the IU Purdue Master IIA, (ii) be subject to a Specific Individual IIA as outlined under the terms of the IU Purdue Master IIA, or (iii) be assigned to and managed by Purdue.

3. New Disclosures. During the Transition Year, IU ICO will share with Purdue’s Office of Technology Commercialization new disclosures made by faculty who will become IU Transferred Faculty and IUPUI students transitioning to a Purdue Realigned Academic Unit. The two offices will work collaboratively with the IU Transferred Faculty and IUPUI students transitioning to a Purdue Realignment Academic Unit to determine if the newly disclosed Intellectual Property should be (i) wholly owned and managed by IU, (ii) wholly owned and managed by Purdue, or (iii) jointly owned by both IU and Purdue and managed under the IU Purdue Master IIA.

4. Shared Management of Intellectual Property. The IU Purdue Master IIA will control the management of any new technology portfolios with intellectual property jointly managed by both institutions. Decisions that will be governed by the IU Purdue Master IIA will include, but not be limited to, the determination of (a) a lead commercial partner to manage the intellectual property (b) the pursuit of marketing and commercialization activities and (c) cost and revenue sharing between the two Universities. Revenue received by each University will be distributed to the inventors under the respective intellectual property policies of Purdue and IU.

G. RESEARCH CENTERS AND INSTITUTES. During the Transition Year, Purdue and IU will cooperate in determinations about the transition, future collaboration, or discontinuation of existing research centers and institutes associated with the Purdue and IU Realigned Academic Units. The effective date of any transition, future collaboration, or discontinuation shall be the Realignment Effective Date or such other date on which the Parties agree.

H. COMPUTING SERVICES. As of the Realignment Effective Date, IU will continue to provide high-performance computing services for any research projects of IU Transferred Faculty

that existed prior to the Realignment Effective Date and required such services. The Parties will agree, on a project-by-project basis, how Purdue will support the cost of such services.

I. RESEARCH COMPLIANCE AND SUPPORT SERVICES. Purdue and IU will establish use agreements for research compliance regulatory authority, as necessary, in areas including, but not limited to, human subjects research, animal care/use, biosafety, radiation and laser safety, controlled substances, research security, and responsible conduct of research. This section is not intended to create additional approval or regulatory requirements for principal investigators or other researchers.

ARTICLE III
MISCELLANEOUS TERMS AND COVENANTS

The conditions and miscellaneous terms set forth in Articles XI and XII of the Program Transfer Agreement are incorporated herein by reference as though fully set forth herein.

[signatures on following page]

IN WITNESS WHEREOF, each of the undersigned Parties has caused this Research Transition Agreement to be duly executed by its authorized representatives on the dates set forth below.

Date Executed: _____

The Trustees of Purdue University

By: _____
Mung Chiang
President

Attest:

ss: _____
Cynthia Ream
Corporate Secretary

By: _____
Christopher A. Ruhl
Treasurer and Chief Financial Officer

Date Executed: _____

The Trustees of Indiana University

By: _____
Pamela Whitten
President

Attest:

ss: _____
Andrea Havill
Secretary

By: _____
Dwayne Pinkney
EVP for Finance and Administration