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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, D.C. 20549**

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**FORM 8-K**

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**CURRENT REPORT  
Pursuant to Section 13 or 15(d)  
of the Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported): March 12, 2019**

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**Arvinas, Inc.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38672**  
(Commission  
File Number)

**47-2566120**  
(IRS Employer  
Identification No.)

**5 Science Park  
395 Winchester Ave.  
New Haven, Connecticut**  
(Address of principal executive offices)

**06511**  
(Zip Code)

**Registrant's telephone number, including area code: (203) 535-1456**

**Not applicable**  
(Former Name or Former Address, if Changed Since Last Report)

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Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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**Item 1.01 Entry into a Material Definitive Agreement.**

On March 12, 2019, Arvinas Operations, Inc. (the “Company”), a wholly-owned subsidiary of Arvinas, Inc. (the “Registrant”), entered into a Third Amendment to Lease (the “Lease Amendment”) with Science Park Development Corporation (the “Landlord”), which amends that certain Lease, dated as of December 31, 2017 (as amended, the “Lease”), by and between the Company and the Landlord, for office and laboratory space in New Haven, Connecticut (the “Leased Premises”). The Lease Amendment expands the Leased Premises to include approximately an additional 5,000 rentable square feet for a total of approximately 39,000 rentable square feet. The other material terms of the Lease (including the monthly base rent per rentable square foot) remain unchanged.

The foregoing description of the Lease Amendment does not purport to be complete and is qualified in its entirety by reference to the Third Amendment, a copy of which is attached as Exhibit 10.1 hereto and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<u>Exhibit No.</u>	<u>Description</u>
10.1	<a href="#"><u>Third Amendment to Lease, dated March 12, 2019, by and between Arvinas Operations, Inc. and Science Park Development Corporation</u></a>

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: March 15, 2019

**ARVINAS, INC.**

By: /s/ Sean Cassidy  
Sean Cassidy  
*Chief Financial Officer*

**THIRD AMENDMENT TO LEASE**

**THIS THIRD AMENDMENT TO LEASE** (the “**Agreement**”) is entered into as of this 12th day of March, 2019 (the “**Effective Date**”) by and between **SCIENCE PARK DEVELOPMENT CORPORATION**, a Connecticut non stock corporation having its office at 5 Science Park, New Haven, Connecticut 06511 (the “**Landlord**”), and **ARVINAS OPERATIONS, INC.**, formerly known as Arvinas, Inc., a Delaware corporation having a principal place of business at 5 Science Park, 3<sup>rd</sup> Floor, New Haven, Connecticut 06511 (the “**Tenant**”) in modification of that certain Lease between the Landlord and the Tenant executed on or about January 2, 2018 (the “**Original Lease**”), as amended by the First Amendment to Lease between landlord and Tenant and dated as of May 23, 2018 (the “**First Amendment**”), as further modified by the Second Amendment to Lease between landlord and Tenant and dated as of September 4, 2018 (the “**Second Amendment**”). The Original Lease as modified by the First Amendment and the Second Amendment, are collectively referred to herein as the “**Lease**”.

**WHEREAS**, the Landlord and the Tenant are parties to the Lease which is in full force and effect; and

**WHEREAS**, the Landlord and the Tenant wish to modify the Lease as more fully set forth herein; and

**NOW, THEREFORE**, the Landlord and the Tenant agree as follows:

1. **Amendments to Lease.** As of the Effective Date, the following modifications are made to the Lease:

a) Section 1.1(a) of the Lease is amended and restated to read, in full, as follows:

(a) Landlord is the owner of the real property located at Science Park, New Haven, Connecticut as described on **Exhibit A** attached hereto (the “**Property**”). The Tenant shall lease from Landlord the following premises located in Science Park Building 5 (“**Building 5**”), which is located on the Property: (i) approximately 7,873 rentable square feet on the first floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-1** (the “**First Floor Premises**”); (ii) approximately 10,249 rentable square feet on the second floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-2** (the “**Second Floor Premises**”); and approximately 9,456 rentable square feet on the third floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-3** (the “**Third Floor Premises**”). Tenant shall have exclusive use of the First Floor Premises, the Second Floor Premises, the Third Floor Premises and Landlord’s fixtures, equipment, furniture and other personalty as set forth in **Schedule A-1b** attached hereto (“**Landlord’s Additional Property**”). In addition to the aforementioned First Floor Premises, Second Floor Premises and Third Floor Premises, the Tenant shall also lease from Landlord: (I) as of May 15, 2018, approximately 2,632 rentable square feet on the first floor of Building 5, as shown on the floor plan attached hereto as **Schedule A-4** (the “**Part A Space**”); (II) as of May 1, 2019, or earlier as provided in Section 2.4.G. hereof, approximately 3600 rentable square feet on the first floor of Building 5, as shown on the floor plan attached hereto

as **Schedule A-4** (the “**Part B Space**”); (III) as of September 1, 2018, approximately 84 rentable square feet on the first floor of Building 5 as shown on the floor plan attached hereto as **Schedule A-5** (the “**September 2018 Space**”); (IV) as of March 1, 2019 approximately 1,468 rentable square feet on the second floor of Building 5 as shown on the floor plan attached hereto as **Schedule A-6** (the “**March 2019 Space**”); and (V) as of April 1, 2019 approximately 3,719 rentable square feet on the first floor of Building 5 as shown on the floor plan attached hereto as **Schedule A-7** (the “**April 2019 Space**”). The First Floor Premises, the Second Floor Premises, the Third Floor Premises, the Part A Space, the Part B Space, the September 2018 Space, the March 2019 Space, the April 2019 Space, and the Landlord’s Additional Property shall be referred to herein collectively as the “Leased Premises.” Landlord’s Additional Property shall be considered part of the Leased Premises but shall remain property of the Landlord.

b) A new Section 2.3.1 is added to the Lease to read, in full, as follows:

2.3.1 Water Mitigation Allowance. Landlord shall contribute a rent abatement of \$22,000 to the Tenant on account of certain water mitigation work approved by Landlord with respect to the Part B Space. Such rent abatement shall be applied as an \$11,000 reduction in the Base Rent payable for November and December, 2019. Tenant shall be responsible for and shall directly pay any related costs in excess of the \$22,000 rent abatement provided by Landlord.

c) Section 2.4 of the Lease is amended by adding the following new subparagraphs to read, in full, as follows:

- I. As of March 1, 2019, Landlord shall tender to Tenant possession of the March 2019 Space in its then “as is” condition and Tenant agrees to accept possession of such portion of the Leased Premises in its then “as is” condition; and
- J. As of April 1, 2019, Landlord shall tender to Tenant possession of the April 2019 Space in its then “as is” condition and Tenant agrees to accept possession of such portion of the Leased Premises in its then “as is” condition.

d) Section 3.1.A. of the Lease is amended and restated to read, in full, as follows:

A. As used herein, the term “**Lease Year**” shall mean the 12-month period commencing on the Commencement Date and each succeeding 12-month period.

During the initial Term, Tenant shall pay to Landlord a base rent (“**Base Rent**”) for each Lease Year as follows:

<u>Months of Term</u>	<u>Base Rent Rate (Annually per RSF)</u>	<u>Applicable RSF</u>	<u>Monthly Base Rent</u>
January, 2018	\$ 21.00	19,705	\$34,483.75
February, 2018 – May 24, 2018	\$ 21.00	27,578	\$48,261.50
May 25 – 31, 2018	\$ 21.00	30,210	\$52,867.50
June, 2018 – July, 2018	\$ 21.00	22,337	\$39,089.75
August, 2018	\$ 21.00	30,210	\$52,867.50
September 2018 – February, 2019	\$ 21.00	30,294	\$53,014.50
March, 2019	\$ 21.00	31,762	\$55,583.50
April, 2019	\$ 21.00	35,481	\$62,091.75
May, 2019 – December, 2022	\$ 21.00	39,081	\$68,391.75

c) Section 3.4 of the Lease is amended and restated to read, in full, as follows:

**3.4. Electricity.** Tenant shall pay to Landlord, as Additional Rent hereunder, an amount equal to \$1.62 per year for each rentable square foot of the Leased Premises, which shall be payable in equal monthly installments together with the regular monthly payments of Base Rent and Additional Rent, as follows:

<u>Months of Term</u>	<u>Electricity Charge (Annually per RSF)</u>	<u>Applicable RSF</u>	<u>Monthly Electricity Charge</u>
May 25 – May, 2018	\$ 1.62	33,915	\$1,033.86 [pro rated]
June, 2018 – July, 2018	\$ 1.62	26,042	\$ 3,515.67
August, 2018	\$ 1.62	33,915	\$ 4,578.53
September 2018 – October, 2018	\$ 1.62	33,999	\$ 4,589.87
November, 2018 – February, 2019	\$ 1.62	33,894	\$ 4,575.69
March, 2019	\$ 1.62	35,362	\$ 4,773.87
April, 2019– December, 2022	\$ 1.62	39,081	\$ 5,275.94

d) Section 25.2 of the Lease is amended and restated to read, in full, as follows:

**25.2. Named Additional Insureds.** Tenant's public liability insurance shall name Landlord, Landlord's property manager (currently, Wm. M. Hotchkiss Company), Landlord's Lenders and any public party required to be named, as designated by the holder of any mortgage on the Property, as an additional insured party. If Landlord engages a different property manager, promptly upon receipt of written notice, Tenant shall arrange for such new property manager to be substituted as a named as additional insured.

e) Section 25.3 of the Lease is amended and restated to read, in full, as follows:

**25.3. Waiver of Subrogation.** Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) providing coverage for any loss or damage to any building, structure or other tangible property, or any resulting loss of income, even though such loss or damage might have been occasioned by the negligence of the other and/or its agents or employees, provided and to the extent such loss or damage is covered by insurance, it being acknowledged and agreed that the amount of any insurance deductibles is expressly excluded from the waiver provisions herein set forth. Notwithstanding the foregoing, the cost of any damage not covered by insurance shall be borne by the responsible party.

f) A new Section 8.9 is added to the Lease to read, in full, as follows:

Tenant shall not block, impede or in any way restrict access to or the ease of passage through the emergency exits from the Leased Premises.

g) Section 16.2 of the Lease is amended to add the following sentence at the beginning thereof, as follows:

Landlord shall have the right to enter the Leased Premises at any time for the purpose of accessing the mechanical room located within the Leased Premises.

2. **Schedules. Schedule A-1b** attached hereto, is substituted for and shall supersede and replace the existing **Schedule A-1 (Landlord's Additional Property)** to the Lease. **Schedule A-6** and **Schedule A-7** attached hereto are each hereby made a part of the Lease as amended by this Agreement.

3. **Reaffirmation of Lease.** In all other respects, the Lease, as hereby amended, is reaffirmed by the Parties and shall be and remain in full force and effect.

4. **Landlord and Tenant Remain Obligated.** Nothing herein shall constitute a waiver or release by the Landlord or the Tenant of any unperformed obligations of the other under the Lease as modified by this Agreement.

5. **Brokerage.** Landlord shall pay an agreed commission to Colliers International by way of a separate agreement. Landlord represents to Tenant that no other broker has any right to lease space at the Property and Landlord agrees to indemnify and hold Tenant harmless from and against the claims, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Tenant as a result of any party asserting a right to a fee or commission claiming to have acted by, under, through or on behalf of the Landlord. Tenant agrees to indemnify and hold Landlord harmless from and against the claims, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred by Landlord as a result of any party other than Colliers International claiming a fee or commission by, under or through Tenant on account of this Agreement and/or the extension of the Term of the Lease provided for in this Agreement.

6. **Later Provision Controls.** In case of any inconsistency between the provisions of the Lease and this Agreement, the provisions of this Agreement shall govern and control. Without limiting the meaning or application of the foregoing sentence in any manner, the provisions of Paragraph 6 of this Agreement supersede and replace Article 29 with respect to this Agreement.

7. **Capitalized Terms.** Capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Lease.

8. **Entire Agreement.** This Agreement sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written representations or agreements.

9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures to this Agreement transmitted by telecopy or otherwise electronically shall be valid and effective to bind the party so signing. Each party agrees promptly to deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or electronic signature and shall accept the telecopied or electronic signature of the other party to this Agreement.

*[The Signature Page(s) Follow.]*



Dated as of the date and year first above written.

Signed, Sealed and Delivered In  
the Presence of:

/s/ Jordan Taylor  
Name: Jordan Taylor

/s/ Tim Stalling  
Name: Tim Stalling

/s/ Jordan Taylor  
Name: Jordan Taylor

/s/ Tim Stalling  
Name: Tim Stalling

**TENANT:**  
ARVINAS OPERATIONS, INC.

By: /s/ Sean Cassidy  
Sean Cassidy  
Treasurer and Chief Financial Officer

**LANDLORD:**  
SCIENCE PARK DEVELOPMENT  
CORPORATION

By: /s/ Clio Nicolakis  
Clio Nicolakis  
Executive Director and Controller

STATE OF CONNECTICUT)

) ss.: New Haven  
)

March 12, 2019

COUNTY OF New Haven

On this date personally appeared before me, Sean Cassidy, who acknowledged himself to be the duly authorized Treasurer and Chief Financial Officer of Arvinas Operations, Inc., a Delaware corporation, and that the execution hereof was the free act and deed of such corporation and his/her free act and deed as such officer.

IN WITNESS WHEREOF, I hereunto set my hand.

SKYLA ROSE WILSON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2023  
STATE OF CONNECTICUT  
COUNTY OF NEW HAVEN

/s/ Skylia Rose Wilson  
Commissioner of the Superior Court/Notary Public

)  
) ss.: New Haven  
)

March 12, 2019

On this date personally appeared before me, Clio Nicolakis, who acknowledged herself to be the duly authorized Executive Director and Controller of Science Park Development Corporation, a Connecticut non stock corporation, and that the execution hereof was the free act and deed of such corporation and her free act and deed as such officer.

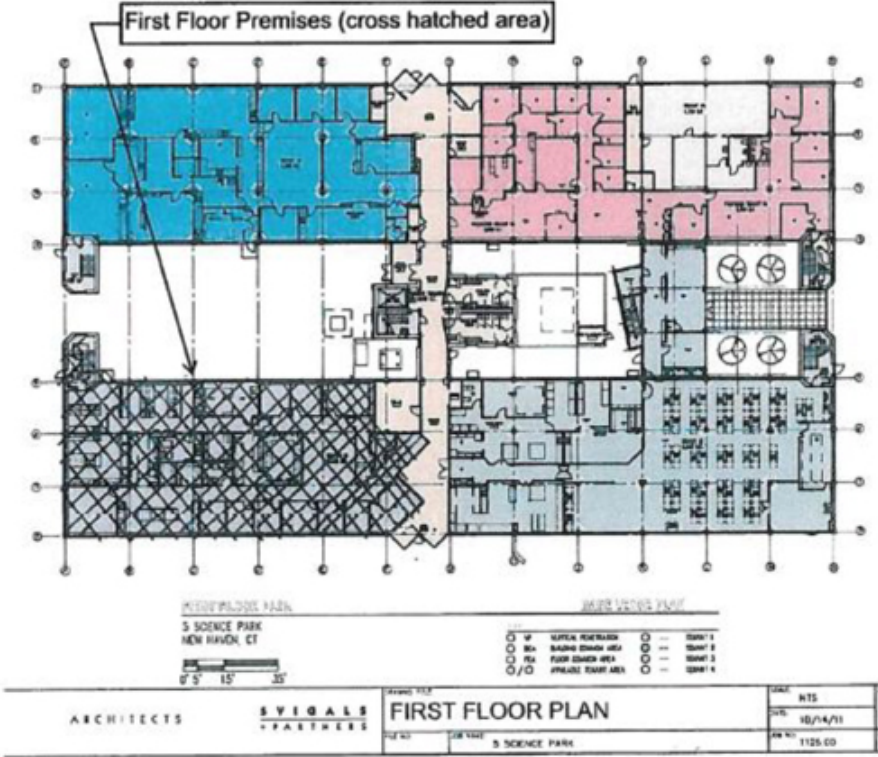
IN WITNESS WHEREOF, I hereunto set my hand.

SKYLA ROSE WILSON  
NOTARY PUBLIC  
MY COMMISSION EXPIRES MAR. 31, 2023

/s/ Skylia Rose Wilson  
Commissioner of the Superior Court/Notary Public

SCHEDULE A-1

FLOOR PLAN OF FIRST FLOOR PREMISES



**SCHEDULE A-1B**

**LANDLORD'S ADDITIONAL PROPERTY**

3rd floor lab

- laboratory casework
- laboratory work stations/benches
- 1 -Safeaire 5 ft chemical hood
- 9 - Labconco Smart chemical hoods- 6 ft
- 1 - Labconco walk-in chemical hood- 6 ft
- 2 - Safeaire chemical hood- 6 ft
- Controlled environment room ( +4 cold room)
- RO/DI water system
- Vacuum pump
- A.O. Smith dedicated water heater
- Keycard access

2nd floor offices

- kitchen equipment
- keycard access

1st floor office area (west)

- built-in reception desk
- office furniture in 8 offices
- whiteboards
- conference table
- keycard access system
- server room with one switch rack and one shelving unit

1st floor lab (west)

- laboratory work stations/benches
- Tissue culture hood (6 ft Nuair biosafety cabinet), ducted outside
- (will be relocated to first floor East lab)
- 2 ft x 4 ft exhaust hood in rear room
- built-in lab glassware cabinet
- 4 ft Safeaire chemical hood
- walk in +4 cold room

1st floor lab (Part A space):

- laboratory work stations/benches
- 4 ft Kerwaunee chemical hood

1st floor (Part B space):

(none noted)

March 2019 Space:

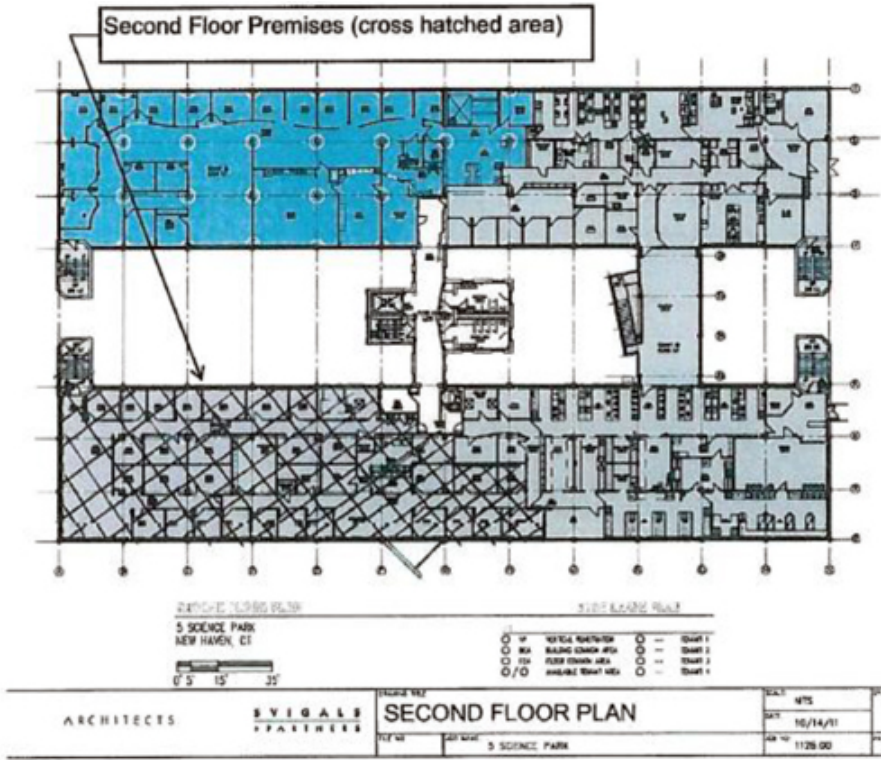
- Desk chairs
- 8' conference table & chairs
- Miscellaneous tables

April 2019 Space:

- 12' conference table and 10 chairs
- Large square table (2)
- At least one desk in each office
- refrigerator
- kitchen counter and cabinets
- black couch

SCHEDULE A-2

FLOOR PLAN OF SECOND FLOOR PREMISES



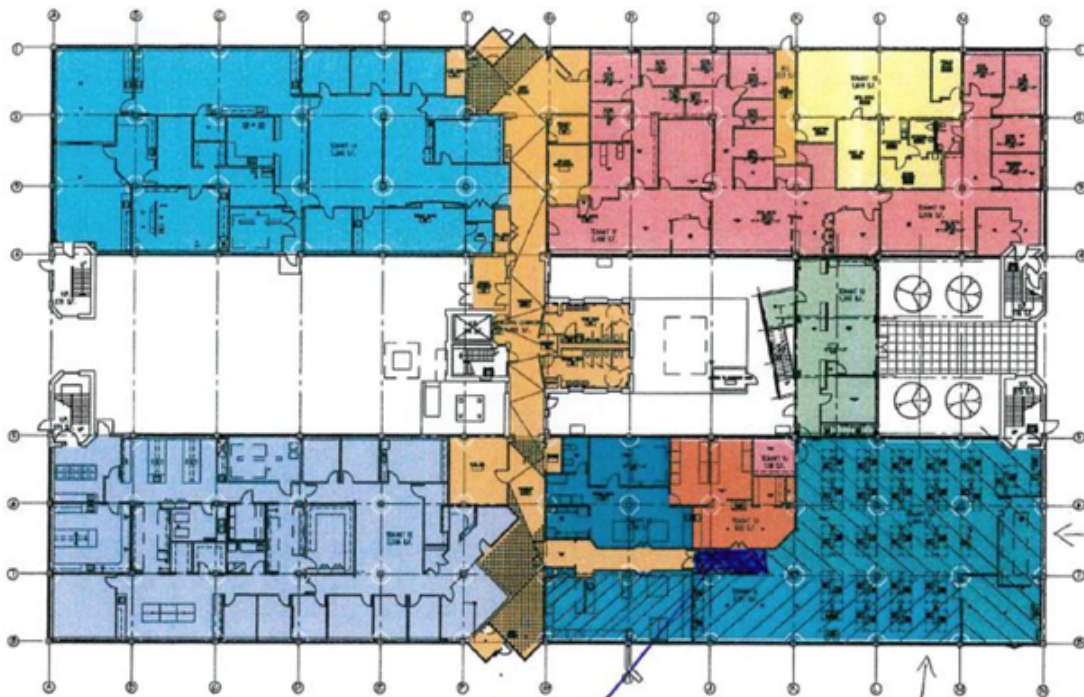
SCHEDULE A-3

FLOOR PLAN OF THIRD FLOOR PREMISES



SCHEDULE A-4

Premises of Arvinas, Inc.



FIRST FLOOR PLAN  
 5 SCIENCE PARK  
 NEW HAVEN, CT  
 0' 5' 15' 30'

*Part B Space Adjustment  
 (105 sq feet reduction)*

- WF WINDOW PENETRATION
- BCA BUILDING COMMON AREA
- FCA FLOOR COMMON AREA
- /○ AVAILABLE TENANT AREA
- --- TENANT 1
- --- TENANT 2
- --- TENANT 3
- --- TENANT 4

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44 King Street  
 New Haven  
 Connecticut 06510  
 203.786.0100

ARCHITECTS

**SVIGALS**  
 + PARTNERS

DRAWING TITLE  
**FIRST FLOOR PLAN**

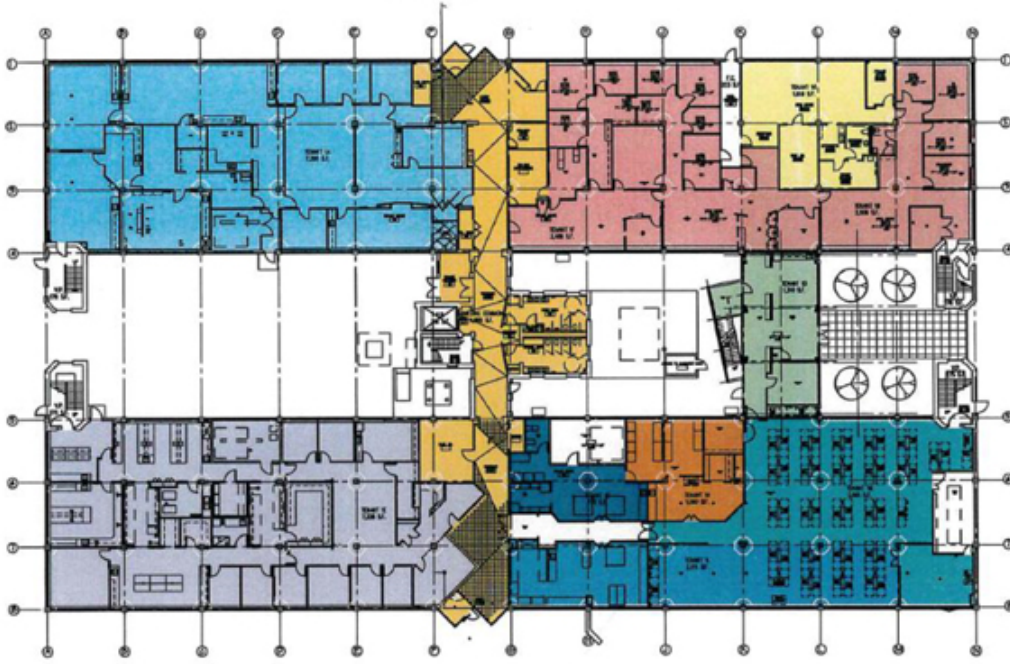
FILE NO. JOB NAME: 5 SCIENCE PARK

SCALE: NTS  
 DATE: 5/1/18

DRAWING NO.  
**A1**  
 PAGE NO. -

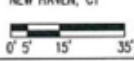
SCHEDULE A-5

Arvinas waste storage room



FIRST FLOOR PLAN

5 SCIENCE PARK  
NEW HAVEN, CT



LEGEND

- VP VERTICAL PENETRATION
- BCA BUILDING COMMON AREA
- FCA FLOOR COMMON AREA
- / ○ AVAILABLE TENANT AREA
- --- TENANT 1
- --- TENANT 2
- --- TENANT 3
- --- TENANT 4

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All Other Sites Not Here Consider 06/10 NO 7-6-11-10	ARCHITECTS <b>SVIGALS</b> + PARTNERS	DRAWING TITLE <b>FIRST FLOOR PLAN</b>		SCALE: NTS	DRAWING NO. <b>A1</b>
		FILE NO.	JOB NAME: 5 SCIENCE PARK	DATE: 2018-05-05	JOB NO.

SCHEDULE A-6



24 Orange Street New Haven Connecticut 06519 203 786-1119	ARCHITECTS <b>SVIGALS</b> + PARTNERS	DRAWING TITLE <b>SECOND FLOOR PLAN</b>		SCALE: NTS	DRAWING NO: <b>A2</b>
		FILE NO:	JOB NAME: 5 SCIENCE PARK	DATE: 2019-02-15	PAGE NO: -



SCHEDULE A-7



April 2019 Space

FIRST FLOOR PLAN

5 SCIENCE PARK  
NEW HAVEN, CT



LEASE LEGEND

- |     |                       |     |          |
|-----|-----------------------|-----|----------|
| VP  | VERTICAL PENETRATION  | --- | TENANT 1 |
| BCA | BUILDING COMMON AREA  | --- | TENANT 2 |
| FCA | FLOOR COMMON AREA     | --- | TENANT 3 |
| /   | AVAILABLE TENANT AREA | --- | TENANT 4 |

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84 Orange Street New Haven Connecticut 06519 203 786-5119	ARCHITECTS	<b>SVIGALS</b> + PARTNERS	DRAWING TITLE		SCALE:	DRAWING NO.:
			<b>FIRST FLOOR PLAN</b>		NTS	<b>A1</b>
			FILE NO.:	JOB NAME:	DATE:	PAGE NO.:
				5 SCIENCE PARK	2019-02-15	-