

Incubator Year 4	\$31.00	\$24,738.00	\$2,061.50
Incubator Year 5	\$33.00	\$26,334.00	\$2,194.5
Increase of \$.50 per rsf for every year after 5	+1.5%		
Office rental rate—various rsf available	\$20.00	Varies	varies

Use of Leased Premises Scientific research and commercial exploitation of ~~research~~

Leasehold Improvements The improvements to be made ~~to~~ the Leased Premises described Exhibit F attached hereto.

Landlord and Client ~~it~~ have executed this Lease as of the date first set forth above.

WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D.
SCHOOL OF MEDICINE

(COMPANY)

By: _____

By: _____

Name: Sandra A. Cochrane

Name:

Title: Assistant Dean/Director WMed Innovation Center

Title:

Date: _____

Date: _____

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 64(a), 60300.5(a), and 60741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

number of days remaining in such month divided by the total number of days in such month. Client shall make all payments of Base Rent and all other payments due Landlord under this Lease at the address for Landlord set forth in the Fundamental Lease Provisions, or at such other place as Landlord designates in writing to Client by written notice.

4. Real Estate and Personal Property Taxes Landlord shall pay all real estate taxes and installments of special assessments levied against the Building in which the Leased Premises are located and coming due during the term of this Lease.

Client shall pay all personal property taxes levied against the property of the Client contained in the Leased Premises, coming due from and after the date of this Agreement. Client shall pay all taxes, assessments and charges of any kind which shall be levied, assessed or charged upon Client's leasehold interest in the Leased Premises or upon personal property owned by Client at any time located within the Leased Premises, including, without limitation, all improvements made within the Leased Premises by or on behalf of Client at Client's expense. According to Client, Client will report such leasehold improvements as personal property in the statement of assessable property that Client is required to file and will cooperate with Landlord in ensuring that such leasehold improvements are not assessed as real property.

Client may be eligible for 100% tax abatement on personal property from the City of Kalamazoo. See Exhibit G

foregoing, (a) Landlord will not be responsible for maintaining or repairing any improvements to the Leased Premises made by or on behalf of Client, and (b) Client will be liable for the cost of any repair or replacement caused by any acts or omissions of Client's employees, agents, contractors and invitees.

9. Utilities. Landlord will, at its sole cost and expense, provide the Leased Premises with electrical, gas, water, heat, air conditioning, and sewer service. Landlord will provide Client access to telephone service, but Client will be responsible for all charges for use of such telephone service. Client releases Landlord from any liability for any loss or damage caused by reason of interruption of any utility service to the Premises.

10. Insurance. The Landlord shall keep in force all risk insurance policies pertaining to the land and building, excluding Client improvements and excluding Client personal property. Client will maintain not less than \$1 million in comprehensive general liability insurance, in each case naming Landlord, and all mortgagees of the building, as their interests may appear as additional insureds, and Landlord recommends not less than \$500,000 of insurance coverage for damage to Client's personal property or fixtures. In addition, Client will maintain not less than \$500,000 in Employer's liability (workers compensation) insurance coverage. In lieu of workers compensation insurance a Sole Proprietor can complete and sign a Michigan Workers' Compensation Placement Facility Independent Contractor Worksheet. Client will provide Landlord with a certificate of Client's insurance coverage before the Commencement Date and will update such certificate upon Landlord's request during the Term. Landlord (for itself and its insurer) hereby waives any rights, including rights of subrogation, and the Client (for itself and its insurer) hereby waives any rights, including rights of subrogation, each may have against the other on account of any loss or damage occasioned to Landlord or Client, as the case may be, to their respective property, the Leased Premises or its contents that are caused by or from risks insured against under any insurance policies carried by the parties hereto and in force at the time of any such damage.

11. Indemnification. All of Client's personal property on the Leased Premises shall be at the Client's risk. Client will defend, indemnify and save Landlord harmless from any liability for injury to persons or property suffered by anyone while on the Leased Premises or while upon the common areas associated with the Building, during the Lease term or any renewal term thereon, as such injury is not the result, direct or indirect, of one or more grossly negligent or willful acts or omissions of the Landlord, its agents, employees or invitees. If Landlord shall, without fault on its part, be made a party to any litigation commenced by or against Client, the Client shall indemnify, defend, and hold Landlord harmless and shall pay all costs, expenses and actual, reasonable attorneys fees incurred or paid by the Landlord in connection with such litigation. Landlord is not responsible for personal injuries or property damage arising out of any type or form of fungus, including mold, mildew, mycotoxins, spores, scents or byproducts produced or released by fungi.

12. Security Deposit. Client will deposit the Security Deposit with Landlord as a security deposit (one month's rent) payable with first month's rent. Landlord will hold the Security Deposit, without liability for interest, as security for the faithful performance by Client of its obligations under this Lease. If Client fails to perform any of such obligations that can be cured by the payment of money, Landlord may apply the Security Deposit to effect such cure. Upon the expiration or termination of this Lease, Landlord will return to Client or any remaining portion of the Security Deposit not so applied.

13. Assignment. Client may not assign this Lease or sublet any part of the Leased Premises without Landlord's prior written consent. In the event of any transfer of this Lease by reason of acquisition of Client by another entity by means of any transaction or series of related transactions

such use and storage must comply with all Federal, State and local environmental laws and regulations as well as safe laboratory practice, appropriate for the material, procedure and use. ~~Client~~ agrees that it will comply with all of W

(b) without terminating this Lease, repossess the Premises and relet it, with ~~Client~~ obligated to pay to Landlord, on demand, any deficiency arising out of the reletting or Landlord's inability to relet; and

(c) pursue any other remedies available by law or equity

Client shall also pay to Landlord actual reasonable fees and disbursements (including, without limitation,

Landlord: Sandra Cochrane, Assistant Dean/Director
WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF MEDICINE
1000 Oakland Drive
Kalamazoo, MI 49008

Client Client Representative (Title)
CLIENT COMPANY
4717 Campus Drive, Suite #
Kalamazoo, MI 49008

25. Signs Client may not place any signs on the Premises without the prior written consent of Landlord. Client shall pay for any such approved signage, all of which must conform to the Declaration. If Landlord maintains any signs for the Building and makes space available therefor on the Premises of the Building, Landlord may charge Client any cost incurred by Landlord to include Client's name on any such signage.

26. Showings For a period commencing ninety (90) days prior to the termination of this Lease, Landlord may show the Leased Premises to prospective Clients on not less than one business days' notice.

27. Peaceful Possession So long as Client is not in default, Client may peacefully and quietly have, hold and occupy the Premises for the Term.

28. Partial Invalidity, Entire Agreement and Amendment If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected. This Lease, together with its Exhibits and the Service Agreement that is attached, constitutes the entire agreement and understanding of the Landlord and Client and supersedes any and all prior written or verbal agreements, promises, understandings, representations or warranties by or between the parties. This Lease may not be amended except by a writing signed by Landlord and Client.

29. Binding Effect. This Lease shall inure to the benefit of and shall be binding upon the parties, their respective heirs, legal representatives, successors and assigns.

30. Counterparts This Lease may be executed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

31. Sale of Premises Upon any sale or transfer of the Premises, including any transfer by operation of law, Landlord shall be relieved from all subsequent

33. Governing Law This Lease shall be governed by and interpreted in accordance with the laws of the State of Michigan.

WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D.
SCHOOL OF MEDICINE

(COMPANY)

By: _____

By: _____

Name: Sandra A. Cochrane

Name:

Title: Assistant Dean/Director, WMed Innovation Center

Title:

Date: _____

Date: _____

EXHIBIT A

ACCEPTANCE OF PREMISES

It is agreed that as of [REDACTED] the Leased Premises located at 4717 Campus Drive, Kalamazoo, Michigan 49008 in the Western Michigan University Business, Technology, & Research Park, completed and ready for occupancy as required under the Lease dated [REDACTED] (

EXHIBIT B



EXHIBIT C

SERVICES AGREEMENT

This Agreement, made by and between WEST MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF MEDICINE hereinafter called "WMed" and CLIENT COMPANY hereinafter called "Client".

WITNESSETH:

WHEREAS WMed Innovation Center (WMed IC) is a technology business incubator/accelerator, dedicated to support the overall goals of WMed IC as they pertain to research, and instruction; and 1.141d [(WH)4.4(

1.7 WMed IC is a nonprofit entity offering its counseling services at no cost to its clients. Accordingly, WMed IC disclaims any and all liability and responsibility for its clients' businesses and their business endeavors. All decisions concerning client businesses are and shall remain the sole responsibility of its owner(s). WMed IC

7.1 Client agrees that its representative will meet at least once a quarter with the management representative(s) of WMed IC to review and discuss the operation of its program and set quarterly goals/milestones, and will provide to WMed IC statistical information and documents that may be required for WMed IC to evaluate the program's operation to insure compliance with the goals and missions of WMed IC and this contract, including, but not limited to, financial statements, sales, intellectual property protection, and marketing data.

7.2 Client acknowledges and agrees that Western Michigan University and WMed are subject to State and Federal Laws and regulations including, but not limited to Public Records Laws, Anti Discrimination Laws, and Health and Safety Regulations. Client agrees to comply with all laws that may also apply to the company by virtue of entering into this contract. Client further certifies that its business and/or enterprise are engaged in a lawful business under the laws of Michigan and the States.

7.3 During the period of the Client's residency in Western Michigan University Homer Stryker M.D. School of Medicine Innovation Center at 4717 Campus Drive, Kalamazoo, Michigan and for six (6) months thereafter, Client

- x without terminating this contract, withhold any and all services under this contract when payment for said services has not been made and the account for said services is in default pursuant to the terms herein; and
- x pursue any other remedies available by law or equity.

Client shall also pay to WMed actual reasonable fees and disbursements (including, without limitation, reasonable attorneys' fees and costs) incurred by WMed enforcing this Agreement. All rights and remedies of WMed shall be cumulative. WMed further reserves the right to terminate or renegotiate this contract if WMed ops thri g uter mi 2 1 Tf [(WMe)-6214.1(m)-Ec21 Tw 8.022 0 Td [(o)-fL2rei1.3()9(t)-3576 0 4

SERVICES AGREEMENT
EXHIBIT C- APPENDIX A
SCHEDULE OF SERVICES AND RATES

There are three types of services provided to Clients of Western Michigan University Homer Stryker M.D. School of Medicine (WMed) Innovation Center No Charge, Cost Recovery and Pass-through.

1. No Charge Services

No Charge Services will be provided depending on time, available staffing, and expertise.

- a. Front Office provides receptionist services, security function, meeting planning, limited secretarial services including room reservation, and US mail services. Fresh coffee is available next to the Front Office.
- b. Facility services that include no charge repair for efforts of one hour or less.
- c. Site services include snow removal, security system that includes proximity readers, janitorial, disposal and recycling, procurement and store containing inventoried items, and financial analyst and business advisors.
- d. Mentoring services provided by the professional staff of the Center and its affiliates are offered free of charge. Depending on the expertise of the current staff, these services may include business plan development, strategic planning, marketing, finance/accounting, and operations and information systems management.
- e. Training sessions will be offered periodically to clients of WMed. Most are at no cost to the client.
- f. Locking USPS mailboxes and a separate line for in-house communications.
- g. Shared equipment including copier, two autoclaves, glassware washer, ice maker, and deionized water. This equipment is maintained by WMed.
- h. Free parking
- i. Access to common areas, including café area that has vending machines, conference rooms, restrooms, elevators, hallways, parking lots, etc.
- j. Access to high

c.	Photocopier (mail room) Black/White	\$.10 per copy
	Photocopier (mail room) Color	\$.95 per copy

d.

EXHIBIT D

EXCLUSIV FACILITIES

Leased laboratory and/or office space
Casework/benches/shelves in leased space
Furniture in office space
Chemical fume hoods in leased space

EXHIBIT E

NONEXCLUSIVE FACILITIES

Parking lot
Reception lobby
Conference rooms
Mailroom
Kitchen/vending area
Shared equipment room and equipment including two (2) autoclaves in loading dock area
Loading dock area
Custodial closets
Safety showers
Restrooms
Common hallways

EXHIBIT
CLIENT HANDBOOK

EXHIBIT

I. Client Acceptance

If accepted as a WMed Client, client will provide WMed with the following prior to occupancy:

- x Signed Lease
- x Signed Services Agreement (Exhibit C in the Lease document)
- x Proof of Insurance
- x List of all chemicals or other hazardous materials to be used in laboratory space and copies of all MSDS sheets. This list must be updated annually and whenever new chemicals are being considered

II. Client Retention Guidelines

- x Clients must meet at least quarterly with WMed Business counselors and/or the Assistant Dean of the Innovation Center to set goals and objectives to grow the business. The business must show continued efforts to meet milestones and action plans.

III. Client Termination

Clients may be terminated from WMed ICP program for:

- x Non-payment of rent and/or services fees
- x Violations of lease and/or services agreements
- x Failure to provide regular updated company information, including quarterly financials
- x Failure to meet growth objectives and milestones
- x Inflicting significant damage to the facility
- x Creating a significant safety or environmental hazard or risk
- x Carrying on an illegal activity or having Client Company /LBody01ard rance oicted(o)-6.7f()-11.3a f(e)-3
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