

MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF  
MEDICINE (WMed) ("Landlord") and CLIENT COMPANY ("Client").

The following provisions are referred to in this Lease as Fundamental Lease Provisions. Unless otherwise defined, capitalized terms used in this Lease shall have the meanings listed in these Fundamental Lease Provisions.

Building: 4717 Campus Drive, Kalamazoo, Michigan, commonly known as the Western Michigan University Homer Stryker M.D. School of Medicine Innovation Center (WMed IC)

Commencement Date: [REDACTED]. The parties shall execute the attached commencement certificate (Exhibit A) to evidence the Commencement Date.

Landlord's Address: 4717 Campus Drive, Suite #00, Kalamazoo, Michigan 49008

Client Client Company

Client's Address: 4717 Campus Drive, Suite # [REDACTED], Kalamazoo, Michigan 49008, commonly known as the Western Michigan University Homer Stryker M.D. School of Medicine Innovation Center (WMed IC)

Leased Premises: Eight (8) feet of bench space in Launch MI Lab, located as shown on the sketch attached as Exhibit B



LANDLORD AND LIENT

number of days remaining in such month divided by the total number of days in such month. Client make all payments of Base Rent and 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 may designate 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 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 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

5. Late Payments If any installment of the Base Rent or any other payment due Client under this Lease is not received by Landlord within ten (10) days after the due date, Client shall pay Landlord an amount equal to five percent (5%) of the overdue amount as a late charge (the "Charge"). Landlord and Client agree that the Late Charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of any such late payment by Client. Acceptance of the Late Charge by Landlord shall not constitute a waiver of Client's default with respect to the overdue amount, nor prevent Landlord from exercising any other rights and remedies available to Landlord under this Lease. The Base Rent and all other amounts due Landlord under this Lease that are not paid when due shall additionally bear interest at a per annum rate of 10% from the date when due.

6. Improvements and Alterations Landlord will, at its sole cost and expense and as promptly as practicable following the execution of this Lease by Client, make or cause to be made the Leasehold Improvements (as defined in the Fundamental Lease Provisions and set forth in Exhibit E), except as expressly provided otherwise in this Lease or the Exhibits. Client will not make any alterations, additions or improvements to the Leased Premises without the duty a

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(including, without limitation, any reorganization, merger or consolidation) that result in the transfer of 50% or more of the outstanding voting power of Client. Client will promptly notify Landlord in writing of such transfer and Landlord may terminate this Lease at any time after such change by giving Client (30) days' prior written notice of such termination. However, issuance of more than 50% of the capital stock of Client in connection with an equity financing or the conversion of outstanding debt will not constitute an assignment.

14. Right to

such use and storage must comply with all Federal, State and local environmental

Clients shall also pay to Landlord actual reasonable fees and disbursements (including, without limitation, reasonable attorneys' fees and costs) incurred by Landlord in enforcing this Lease. All rights and remedies of Landlord shall be cumulative.

20. Access to Leased Premises Because Launch MI Lab is a shared environment, Landlord may enter the Leased Premises at any time. 1



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 thereon for Client, Landlord may charge Client any cost incurred by Landlord to include Client's name on any such signage.

26. Showings Because Launch MI Lab is a shared environment,

WESTERN

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]







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 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 laws of Michigan and the United States.

7.3 During the period of this contract, Client shall not be engaged in any activity that is prohibited by law, regulation, or contract. Client shall not be engaged in any activity that is prohibited by law, regulation, or contract.

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 operations are relocated, restricted, or otherwise changed by Western Michigan University, in such a way that it affects WMed's ability to meet the obligations under this contract through no action of WMed.

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: \_\_\_\_\_



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



EXHIBIT D

EXCLUSIVE FACILITIES

Casework/benches/shelves 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

I have been provided with an electronic version of the WMed Client handbook. I have read it and agree to comply with all requirements contained in it. I will be responsible for ensuring that all company personnel have read, understood, and agree to comply with the handbook as well.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

EXHIBIT

I. ClientAcceptance



Use of conference rooms  
Vending area/lunchroom  
Access to shared equipment (as available), e.g.  
    LCD projector  
    Color printer (fee to connect)  
    Photocopier  
Access to shared scientific equipment  
    Autoclave  
    Reverse osmosis water supply equipment