



**WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF MEDICINE
(WMED) MASTER LEASE**

THIS LEASE, dated [redacted] is between **WESTERN 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 the “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 confirmation (Exhibit A) to evidence the Commencement Date.

Landlord’s Address: 4717 Campus Drive, Suite #100, 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: [redacted] rentable square feet of space in the Building, located as shown on the sketch attached as Exhibit B and including the right to (1) exclusive use of the facilities described on Exhibit D, and (2) non-exclusive use of access to the Building, the entrance to the Building, common hallways and restrooms in the Building, and the facilities in common with other Clients of the Building described on Exhibit E.

Services Agreement: WMed will offer shared equipment, business resources, and consulting services as available, as explained in the Services Agreement attached as Exhibit C. The Services Agreement and this Lease together constitute the entire contract. A default under one will constitute a default under the other.

Initial Lease Term: [redacted] through [redacted]

Base Rent: [redacted] () lab modules ([redacted] rsf) or office space at \$00.00 per rsf or office space — \$00,000.00 per year; \$0,000.00 per month.

Renewal Term: One (1) period of twelve (12) months, as described in Section 2

Security Deposit: \$0,000.00, (one month’s rent) payable with first month’s rent

Renewal Rates: Lease rates will increase periodically per the following schedule:

Standard lab rental rates (798 rsf)	S.F. Rate	Rental	Cost p/year	Cost p/month
Incubator Year 1	\$25.00		\$19,950.00	\$1,662.50
Incubator Year 2	\$27.00		\$21,546.00	\$1,795.50
Incubator Year 3	\$29.00		\$23,142.00	\$1,928.50

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 such research

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

Landlord and Client 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. Cochran

Name:

Title: Assistant Dean/Director, WMed Innovation Center

Title:

Date: _____

Date: _____

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(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.

LANDLORD AND CLIENT AGREE AS FOLLOWS:

1. Grant of Lease. Landlord leases the Leased Premises to Client. Landlord reserves the right, upon thirty (30) days prior written notice, to relocate Client to another space within the Building so long as the same or a greater number of rentable square feet are contained in such new space, the exclusive and non-exclusive facilities of such new space are reasonably similar to those of the Leased Premises, and Landlord pays all reasonable expenses incurred by Client by reason of such relocation. Client also recognizes that Western Michigan University has imposed certain restrictions on the use and maintenance of the Leased Premises in a Declaration of Restrictions, Covenants and Design Standards for the Western Michigan University Business, Technology & Research Park (“Declaration”) and in the Property Restrictions and Use Covenants attached to the Deed conveying the Leased Premises to the Landlord (“Restrictions”) (collectively, “Permitted Uses”). Client will use the Leased Premises only for the Permitted Uses, and in accordance with applicable law and the Declaration and Restrictions, copies of which Landlord has provided to Client. Client agrees to abide by all of the terms and conditions contained in the Declaration and in the Restrictions.

If Client’s use involves controlled substance (as that term is defined in, MCL 333.7104 (2) and in 21 USC 802(6)), select agents, radioisotopes, or other regulated materials, Client shall be solely responsible for the acceptance of all shipments of these materials to the Building. Landlord will not accept any such shipments of these materials on Client’s behalf. If Client is not available to accept a shipment of these materials, Landlord is authorized to reject delivery of them to the Building. The Client must comply with all Federal, State, and local laws, rules and regulations applicable to the use, storage and disposal of these materials. Client will not be allowed to bring in any these materials until copies of all federal and state licenses authorizing Client to use them have been provided to Landlord. Client is responsible for disposal of all these materials in a legal and compliant manner. Client is also responsible for proper clean-up and decontamination of promises, and removal of these materials from the site when terminating a lease/occupancy.

This Lease is subject to and subordinate to the Master Deed for the Western Michigan University Business, Technology and Research Park. To the extent that any of the terms and conditions of this Lease is inconsistent with the Master Deed, the Master Deed shall control.

2. Term. The Initial Term is as set forth in the Fundamental Lease Provisions. Provided Client has not defaulted during the term of this Lease, Client will have the option to extend the Initial Term by the number of successive Renewal Terms described in the Fundamental Lease Provisions by giving Landlord written notice of its election to extend the term of this Lease by the succeeding Renewal Term not less than one hundred and twenty (120) days prior to expiration of the Initial Term or the then running Renewal Term, as the case may be. Any such renewal shall be dependent upon agreement between Landlord and Client on the Base Rent applicable to each such Renewal Term, as evidenced by an amendment to this Lease executed not less than thirty (30) days prior to the expiration of the Initial Term or the then-running Renewal Term. The Initial Term, as it may be extended by one or more Renewal Terms, is referred to as the “Term.”

3. Base Rent. Client will pay Landlord monthly installments of Base Rent for the Leased Premises in advance, commencing on the Commencement Date and continuing on the first day of each calendar month during the Term. If the Commencement Date is a day other than the first day of a calendar month, Client will, on the Commencement Date, pay Landlord a fraction of the Base Rent equal to the

number of days remaining in such month divided by the total number of days in such month. Client will 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 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 the Client contained in the Leased Premises, coming due from and after the date of this Agreement. Client will 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 and 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. Accordingly, 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 from 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 "Late 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 F), 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 prior consent of Landlord. Client will pay to Landlord, as additional Base Rent, the amounts (if any) reflected on Exhibit F in accordance with the terms of paragraph 3. Any improvements and/or alterations are subject to the rules and requirements as outlined in the Client Handbook. (See Exhibit H).

7. Parking. Client will have the right to use, in common with other Clients or occupants of the Building, the parking facilities that serve the Building. Landlord reserves the right to alter the configuration or reduce the amount of available spaces so long as Landlord remains in compliance with applicable ordinances governing required parking.

8. Maintenance. Landlord will, at its sole cost, maintain and keep the interior and exterior of the Building (including, without limitation, the mechanical and electrical infrastructure thereof and the driveways, sidewalks and parking areas serving the Building) and the Leased Premises in good condition and repair, and provide janitorial service for the common areas of the Building. Notwithstanding the

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, its 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 with 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's 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 result 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 thereof so long 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 affect any such cure. Upon the expiration or termination of this Lease, Landlord will return to Client all 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 the acquisition of Client by another entity by means of any transaction or series of related transactions

(including, without limitation, any reorganization, merger or consolidation) that results 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 thirty (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 Mortgage; Attornment; Estoppel Certificate: Landlord may subordinate this Lease to a mortgage on the Building, excluding Client's trade fixtures. Client agrees to execute, upon request, documents subordinating this Lease to a mortgage lien and to attorn to any mortgagee taking possession of the Premises or other successor in ownership to Landlord, provided such mortgagee or successor agrees in writing not to disturb the tenancy of Client so long as Client is not in default under this Lease. Client will deliver to Landlord an estoppel certificate regarding the status of this Lease within ten (10) days from Landlord's request.

15. Casualty. If all or any part of the Building is damaged or destroyed, Landlord may: (A) Elect to cancel this Lease on at least thirty (30) days notice; or (B) Elect to restore, repair, replace, rebuild or alter the same at its sole cost and expense, to the extent insurance proceeds are available for such purposes. Notwithstanding the above if more than fifty (50%) of the occupied area of the Building cannot be operated by reason of any casualty, Client may terminate this Lease by notice to the Landlord within sixty (60) days after such casualty. During any restoration following a casualty affecting the Leased Premises, the Base Rent shall abate in proportion to the area of the Leased Premises that cannot be occupied and used in Client's business, provided that no such abatement shall occur in respect of any casualty directly caused by any acts or omissions of Client, its employees, agents, contractors or invitees.

16. Condemnation. If all or any portion of the Leased Premises is the subject of a taking under the power of eminent domain by any legally constituted authority, Landlord will give Client immediate notice thereof. In the event of a partial taking where there remains a sufficient amount of space to permit Client to carry on its business in a manner comparable to that which it has become accustomed, then this Lease shall continue, but the obligation to pay rent on the part of Client shall be reduced in an amount proportionate to the square footage of the entire Leased Premises relative to the square footage taken by such condemnation. If neither Client nor Landlord elects to terminate this Lease in the event of a partial taking, Landlord will make the repairs and alterations to the Leased Premises necessary to constitute the remaining portion of the Building as a whole architectural unit as soon as practicable and the Base Rent shall abate entirely during any period of such restoration and thereafter in proportion to the area of the Leased Premises so taken.

In the event all of the Leased Premises shall be taken, or so much of the Leased Premises taken that it is not feasible to continue a reasonably satisfactory operation of the business of Client, then Client shall have the option of terminating this Lease within thirty (30) days' after the date of such notice. Such termination shall be without prejudice to the rights of either Landlord or Client to recover compensation from the condemning authority for any loss or damage caused by such condemnation, and Client will not share in the proceeds of any condemnation award except as to an award made to Client for cost of moving, loss of business, and trade fixtures. Neither Landlord nor Client shall have any right in or to any award made to the other by the condemning authority.

17. Environmental. Client shall not use, store or dispose of any hazardous substances on the Premises, except for the use and storage of substances that are customarily used in Client's business. Any

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 further agrees that it will comply with all of WMed's policies, rules, and procedures, including, but not limited to policies relating to the storage, use, and handling of hazardous substances, including, but not limited to radioactive materials, pathogens, toxins, recombinant DNA, blood borne pathogens, hazardous chemicals or select agents. The term hazardous substances means any hazardous waste, substance or toxic materials regulated under any Federal or State environmental laws or local regulations or ordinances that apply to the Premises. Client will defend, indemnify and hold harmless Landlord against and from any all claims, suits, actions, debts, damages, costs, losses, obligations, judgments, charges and expenses, of any nature whatsoever, including, without limitation, attorney fees and costs, suffered or incurred by Landlord resulting from Client's discharge of hazardous substances on, in, or under the Leased Premises or the land upon which the Leased Premises is located, including any resultant loss of value of the leasehold created by this Lease.

Client will be responsible for the cost of cleaning and decontamination of any and all chemical fume hoods in the Leased Space, including the ductwork up to the Phoenix valve. WMed Facility Dept. will perform the work or have the work performed by an approved WMed contractor.

18. Default: If Client (a) fails to make any payment of Base Rent within ten (10) days after the date when due; (b) fails to perform any of Client's obligations described in this Lease within thirty (30) days of written notice from Landlord to Client of such failure; provided, however, that if the nature of Client's failure is such that more than thirty (30) days are reasonably required for its cure, then Client shall not be deemed to be in default if Client commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion and the final determination thereof; (c) voluntarily declares bankruptcy, has a petition in bankruptcy filed against Client that is not dismissed within sixty (60) days after such filing, is declared bankrupt or insolvent or if a receiver is appointed for Client's business or if there is an assignment of Client's property for the benefit of creditors; (d) abandons or vacates the Premises before the expiration of the Term, (e) fails to perform any of the terms, conditions or covenants of its Services Agreement with Landlord, if any, (f) fails to satisfy the Client Retention Guidelines contained in Section III of the Landlord's Client Selection Policy-(Exhibit I), (g) fails to consistently meet the Specific Guidelines contained in Section I of the Landlord's Client Selection Policy, (h) fails to consistently meet the WMed IC Admission Criteria contained in Section I of the Landlord's Client Selection Policy, (i) fails to provide Landlord updated financial information, including quarterly financials, or (j) fails to meet its growth objectives and projected Milestones, (k) inflicts significant damage to the facility, (l) creates significant safety or environmental hazard or risk to the facility, (m) has a Client company officer convicted of a felony, Client will be in default. Landlord has the right to recover all costs incurred to re-let the Leased Premises upon default of the Client.

19. Remedies Upon Client's default, Landlord may pursue any one or more of the following remedies:

(a) terminate this Lease, repossess the Leased Premises and recover as liquidated damages the total amount due to be paid by Client during the balance of the Term, less the fair rental value of the Leased Premises for said remaining term and plus any other money owed by Client to Landlord as of the date of termination;

(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, 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: Landlord may enter the Leased Premises at all reasonable hours upon reasonable notice to examine the same, or to make such repairs, additions or alterations as may be necessary for the safety, improvement or preservation thereof. Landlord may enter the Leased Premises at any time, and without notice, in the event of an emergency, or perceived emergency or problem.

21. Waiver. No waiver of any condition of this Lease shall be implied from Landlord's failure to declare a forfeiture on account of Client's violation. No express waiver shall affect any other than the conditions specified.

22. Surrender. Upon expiration of the Term or earlier termination of this Lease, Client shall surrender the Premises in good condition and repair, reasonable wear and tear and damage by casualty excepted. Client may remove from the Leased Premises only its personal property and trade fixtures and shall repair any damage to the Leased Premises caused by such removal. Any property of Client not so removed within fifteen (15) days will be deemed abandoned by Client.

23. Holding Over. If Client remains in possession of the Premises after the expiration of the Term, the Base Rent will increase to twice the Base Rent in effect as of such expiration.

24. Notices: Landlord and Client will give notices to each other at the address set forth for each in the Fundamental Lease Provisions. Either party may change its address for this purpose by giving notice to the other in the manner contemplated by this Section.

All notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed given and effective: (a) when personally delivered to the party to be given such notice or other communication; (b) on the business day that such notice or other communication is sent by facsimile or similar electronic device, fully prepaid, which facsimile or similar electronic communication shall promptly be confirmed by written notice; (c) on the third business day following the date of deposit in the United States mail if such notice or other communication is sent by certified or registered mail with return receipt requested and postage thereon fully prepaid; or (d) on the business day following the day such notice or other communication is sent by reputable overnight courier, to the address set forth below or to such other address as the parties may designate in writing:

Landlord: Sandra Cochrane, Assistant Dean/Director
WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D. SCHOOL OF MEDICINE
1000 Oakland Drive
Kalamazoo, MI 49008-8010

Client: Client Representative, (Title)
CLIENT COMPANY
4717 Campus Drive, Suite # [REDACTED]
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 thereon for Clients of the Building, Landlord may charge Client for 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 obligations under this Lease, provided that the buyer or transferee assumes such obligations in writing.

32. Security. The Client acknowledges that the regular Building hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding nationally recognized holidays. Landlord has installed a security system which allows the Building to be accessed by a security card. There is no security guard on duty at the Building. Landlord does not warrant the security of the Leased Premises or the Building and shall not be liable for any loss to Client arising out of any breach of the security of the Leased Premises or the Building.

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, will be completed and ready for occupancy as required under the Lease dated [REDACTED] (the "Lease"). According to the Lease, the Commencement Date of the term of the Lease is [REDACTED].

Dated: [REDACTED]

Landlord:
**WESTERN MICHIGAN UNIVERSITY HOMER STRYKER M.D.
SCHOOL OF MEDICINE**

Client:
[REDACTED] (COMPANY)

By: _____

By: _____

Name: Sandra A. Cochrane

Name:

Title: Assistant Dean/Director, WMed Innovation Center

Title:

Date: _____

Date: _____

EXHIBIT B

SKETCH OF PREMISES (Labs and/or offices)

SAMPLE

S120 S118 S116 Launch MI Lab	S114 G. Cavey/ Mass Spec	S112 & S110 Gene- markers , LLC	S108 & S106 Genemarkers, Anisyn, and SMIC Storage Metabolic Solutions Right of first refusal	S104 & S102
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S121	S119	S117	S115	S113	S111 Anisyn	S109 Gene- markers	S107 Arcadia Supple- ments, LLC	S105 Gene- markers, LLC (offices)	IT Room
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> ← Metabolic Solutions Development Co. → </div>									Conf. Rm. S100

EXHIBIT C

SERVICES AGREEMENT

This Agreement, made by and between **WESTERN 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

WHEREAS, **Client** is a high-technology company and WHEREAS, **WMed IC** offers **Client** access to shared office and scientific equipment, computer resources and consulting services as available, and

WHEREAS, **Client** desires to utilize certain equipment, computer, and consulting services in the areas of business development, strategic planning, marketing, finance, operations management, and information systems when available;

NOW THEREFORE, in consideration of the mutual covenants and conditions herein, **WMed IC** and **Client** agree as follows:

1.0 SCOPE OF SERVICES AND CHARGES

1.1 **WMed IC** will provide **Client** the following services free of charge:

A company link and brief description on **WMed Innovation Center's** web site; periodic progress reviews; assistance in enhancing **Client's** business plan; assistance in preparing presentations for potential investors and press releases; access to business and technical advice from **WMed IC** staff and volunteer advisors; access to **WMed IC** -sponsored trainings and events; referrals to service providers, many of whom offer discounts to **WMed IC** clients; consulting services provided by the professional staff of **WMed IC**, Internet access, access to shared office and scientific equipment, conference rooms with audio/visual equipment, and mailboxes located in **WMed IC** business office. **WMed IC** may provide other services on a trial basis for up to one fiscal year quarter; thereafter, **Client** may be charged on a cost recovery or pass through basis as determined appropriate and necessary by **WMed IC**, and at the sole discretion of **WMed IC** after notification and acceptance by the **Client**.

1.2 **WMed IC** will provide **Client** with the following services on a **cost-recovery** basis, which are defined as: signage for Client space and use of **WMed IC** photocopier and printer. See Appendix A for current costs.

1.3 **WMed IC** will provide **Client** with the following services on a **pass-through charge** basis which is defined as services provided by Western Michigan University departments or other vendors/suppliers for the **Client** that are charged to **WMed IC's** billing account, and then rebilled to the **Client** by **WMed IC**, such as hazardous materials disposal, animal review for research, scientific research equipment and facilities, on-line database research, computer line installation (Ethernet connection), telephone service (basic and long distance), and any other service used by **Client** that **WMed IC** may be billed by Western Michigan University or other supplier/vendor.

1.4 It is understood by **Client** that **WMed IC** may at its sole discretion accept deliveries of supplies, equipment, express mail or other items on behalf of **Client**.

1.5 If **Client's** activities involve the acquisition of any licenses, such as a radiation safety license, it is understood that it is **Client's** sole responsibility to take the necessary steps with the appropriate Western Michigan University department and/or state or federal regulatory agency to insure that such licenses are acquired, valid, and current.

1.6 Services pursuant to this contract will be provided according to current **WMed IC** policies, and policies of Western Michigan University. All policies are subject to change without notice, and are offered at the sole discretion of **WMed IC**, as they are available, as determined by **WMed IC** policy and/or **WMed IC** staff.

1.7 **WMed IC** is a non-profit 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** shall not be liable for any losses or damages arising out of any misuse of equipment or interruption or failure in supply of services due to causes outside **WMed IC's** control, including, but not limited to, power failures, equipment failures, acts of God, the elements or similar occurrences.

2.0 FEES, EXPENSES, PAYMENT

2.1 In consideration for the services provided, **Client** agrees to pay **WMed IC** the amounts for said services as outlined in the SCHEDULE OF SERVICES AND RATES that is attached as Appendix A, and incorporated as reference to this contract.

2.2 **WMed IC** agrees to provide **Client** with a monthly billing statement, thereafter **Client** agrees that payment will be made to **WMed** within 30 days for the full amount billed.

2.3 Any account that has not been paid within 30 days of being billed will be considered delinquent. **WMed** may charge a delinquent account interest on the unpaid balance at a rate of 7% compound interest per annum.

2.4 Any account that has not been paid within 60 days, and /or for which no agreement to extend a payment deadline has been made with **WMed** in writing will be considered in default. **WMed IC** may 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. A default account will be grounds for the termination of this contract upon 30 days notice from the day **WMed** considers the account to be in default. The default may be remedied during the 30-day notice period by either paying the outstanding account in full, or through another agreement in writing with **WMed**.

3.0 TERM

3.1 This contract will be for a period of one year beginning on the Commencement Date. Renewal of this contract, if any, will run concurrently with each renewal term as defined in the Lease Agreement between **WMed** and **Client**. Renewal of the contract will be subject to rate changes in fees, expenses and costs, and subject to the extent, type, nature and availability of services. Actual renewal of the contract will be the sole discretion of **WMed**, and provided that **Client** is not in default under the terms of paragraph 2.0.

4.0 REPAIRS/MAINTENANCE

4.1 **WMed IC** will provide all repair and maintenance to the equipment that it owns and is used by **Client** pursuant to this contract. **Client** agrees to notify **WMed IC** of any operational problems, and not attempt to repair any equipment it uses without the express authority of **WMed IC**. **Client** agrees to comply with all instructions and procedures for using **WMed IC's** shared equipment and resources, including maintaining equipment log books.

4.2 **WMed** reserves the right to pass on to **Client** any costs of repair of any equipment that becomes damaged or non-operational due to the negligence or mishandling of **Client** personnel or agents.

5.0 AUDITS

5.1 **WMed** will not provide audit services to **Client**. It is the **Client's** responsibility to provide for the auditing of their program as required by law or regulation. **WMed** will provide any financial information it has available concerning **Client** upon request of **Client** or **Client's** auditors.

6.0 COMPUTER SERVICES

6.1 See Appendix A.

6.2 It is the responsibility of **Client** to back up or insure that their information is protected. **WMed** will not be responsible for insuring the safety and preservation of **Client** information or product, and does not guarantee its safety or preservation in any manner what so ever.

7.0 COMMUNICATION/CONSULTATION

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 United States.

7.3 During the period of the **Client's** residency in the 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** shall cooperate fully with **WMed** to publicize **WMed IC's** incubation/acceleration program and the **Client's** participation in the program. **WMed** shall have the right to disclose that the **Client** is a participant in **WMed IC's** incubation/acceleration program, to use photographs taken of the **Client**, and to describe the **Client's** activities in a generalized, descriptive manner as part of **WMed's** customary public relations activities.

8.0 MODIFICATION/NON ASSIGNABILITY

8.1 This contract may be modified by the mutual consent of the parties. Any modifications agreed to must be in writing and signed by both parties to be valid.

8.2 All rights and obligations under this contract may not be assigned by either party without the written consent of both parties.

8.3. This contract, together with the lease to which it is attached, and all its attachments constitute the entire agreement and understanding of the parties, and will supersede any and all prior written or verbal agreements of the parties. All agreements between the parties relative to the subject matter of this contract must be reduced to writing and properly executed to be valid and enforceable.

8.4 If any provision of this agreement is determined to be void, invalid or unenforceable or illegal for any reason, it will not affect the enforceability and validity of other provisions.

8.5 This contract and all its provisions will be governed by the laws of the State of Michigan and all actions will be heard in Michigan courts.

9.0 WAIVER

9.1 The failure of either party to exercise any of its rights under this contract for a breach thereof will not be deemed to be a waiver of such rights.

10.0 TERMINATION

10.1 At the expiration of the contract term, this contract will terminate and neither party will be held to the rights and obligations hereunder. A renewal of this contract with the same or different conditions may be renegotiated pursuant to the terms in 3.0.

10.2 If **Client** breaches this contract, **WMed** shall have the right to terminate this contract after giving thirty (30) days written notice to **Client** of the acts constituting such breach and **WMed's** intention to terminate the contract; provided **WMed** shall not have the right to terminate this contract if **Client** remedies such breach within such thirty (30) day period. Remedies: Upon **Client's** default, **WMed** may pursue any one or more of the following remedies:

- terminate this contract and/or the lease to which this is attached and request the total amount due, plus any other money owed by **Client** to **WMed** as of the date of termination, be paid immediately by the **Client**.

- 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
- 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** in 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 the 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 in-box 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-speed Internet and wireless service in the core area, conference rooms and Office Addition

2. Cost Recovery Services

Cost Recovery Services are defined as services provided to the Client where the cost to the Center is passed on to the Client. It is not the intention of the Center to profit from these services, only to cover the actual costs.

	Service	Cost
a.	Local phone calls (unlimited) Long distance calls International calls	\$5 phone fee per month \$.05 per minute \$.12 per minute
b.	Extra telephone Extra phone lines (i.e. fax line)	\$50 per month \$10 per month

c.	Photocopier (mail room) Black/White Photocopier (mail room) Color	\$.10 per copy \$.95 per copy
d.	Security cards (additional or replacement) (Initially, each lab receives two, each office receives one.)	\$10 each
e.	Connection to common copier (mail room)	Requires one-time pass-through networking fee \$.10 per copy—black/white \$.95 per copy—color
f.	Biosafety cabinet connection to HVAC	\$25 per month
g.	Extra hood in single lab space connection to HVAC	\$25 per month
h.	Labor fee (WMed Maintenance personnel)	\$50 per hour for all work over one hour

3. Pass-Through Charges

Pass-through charges are defined as services provided by WMed departments or other Center suppliers/vendors for the Client that are charged to the Center. Pass-through charges may include hazardous materials disposal, radiation program charges, local and long distance telephone service, installation of telephones or computer lines, technology transfer assistance, and any other service used by the Client for which the Center may be billed.

NOTE:

Phones: Each 798 sq. ft. lab area and each office are equipped with one phone line and will include one desk set phone with a voice mailbox, charged at \$5.00 per month. For each additional phone in any lab or office, the client will be charged \$50.00 per month; for additional phone lines (i.e. fax machines) the client will be charged \$10.00 per month. All Client telephone connections through WMed are required to be contracted through WMed's IT department. No access to WMed's telephone lines and/or equipment will be permitted other than through WMed's IT department. For any assistance with telephone lines and/or equipment, please contact the Business Services Manager.

Computer Network: All Client network computer connections through WMed are required to be contracted through WMed's IT department. No access to WMed's central data switch and network equipment will be permitted other than through WMed's IT department. For assistance with computer connections and Internet access, please contact the Business Services Manager.

EXHIBIT D

EXCLUSIVE 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

NON-EXCLUSIVE FACILITIES

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

EXHIBIT F

LEASEHOLD IMPROVEMENTS

The following improvements will be made to the Leased Premises:

Cost estimates will be provided to client by WMed IC and approved in writing by Client before the work is commenced. These costs, up to the approved amount, will be submitted to Client on a WMed invoice and are to be paid by Client in full upon receipt of the invoice.

The following costs shall be paid for or reimbursed by Client on a monthly basis:

Improvements

Monthly Cost

ADDITIONAL MONTHLY BASE RENT:

EXHIBIT G

ACKNOWLEDGMENT

Pursuant to the Lease between Western Michigan University Homer Stryker M.D. School of Medicine Innovation Center (“Landlord”) and **CLIENT COMPANY** (“Client”), dated [REDACTED] (the “Lease”), Client acknowledges that during the term of the Lease, if Client relocates outside the corporate limits of the City of Kalamazoo (the “City”), then Client may be liable to pay to the City an amount equal to the amount of ad valorem personal property taxes Client would have paid to all taxing units had no exemption been approved, plus all accrued interest, penalties and administrative fees allowed if such taxes were considered delinquent.

Dated: [REDACTED]

**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 H

CLIENT HANDBOOK

I have been provided with an electronic version of the WMed IC 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

I. Client Acceptance

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

- Signed Lease
- Signed Services Agreement (Exhibit C in the Lease document)
- Proof of Insurance
- 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

- Clients must meet at least quarterly with WMed IC 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 IC Program for:

- Non-payment of rent and/or services fees
- Violations of lease and/or services agreements
- Failure to provide regular updated company information, including quarterly financials
- Failure to meet growth objectives and milestones
- Inflicting significant damage to the facility
- Creating a significant safety or environmental hazard or risk
- Carrying on an illegal activity or having a (Client) Company Officer convicted of a felony

* WMed IC's mission is to incubate and accelerate high-technology companies, especially life science companies that require wet-lab space. Should a company be granted admission to the WMed IC, yet lease only office space, the WMed IC reserves the right to decline a lease renewal should a wet lab renting company require lab or office space.

IV. Client Graduation

Clients may be graduated from the WMed IC's if WMed IC management determines the company has met two or more of the following conditions:

- Business completes five (5) years in WMed IC Program
- Space requirements of the business exceed incubator capacity
- Client's lack of need for or use of shared services or management assistance
- Client's ability to afford commercial building rates

A Client that achieves graduation criteria prior to the end of a lease ending date may be allowed to terminate said lease early and without penalty at the discretion of the WMed IC management.

V. Services Provided

General Services

- Reception services
- Networking luncheons
- Postal address with local mailbox
- 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
 Glassware washer
 Ice machine

Physical Services

Access to leased space 24 hours per day, 7 days per week
Security
Janitorial and routine facilities maintenance
Loading Dock/Freight Elevator