

**RESIDENT MEMBERSHIP AGREEMENT**

**North Florida Innovation Labs**  
2051 E. Paul Dirac Drive, Suite 100  
Tallahassee, FL 32310  
Effective Date: \_\_\_\_\_

This Resident Membership Agreement (this “**Agreement**”) is entered into and is effective as of the Effective Date indicated above (“**Effective Date**”) and by and among Innovation Park TLH, Inc. DBA North Florida Innovation Labs (“**NFIL**”) and member indicated below (“**Member**”).

Member:	Address:
Type of Entity:	TIN #
State of Domicile:	E-mail :
Telephone No.:	Facsimile No.:

The term of this Agreement (the “**Term**”) shall commence as of the Effective Date and subject to the terms and conditions herein shall terminate at the close of business one year from the Effective Date (the “**Expiration Date**”).

Monthly Membership Fee: \$\_\_\_\_\_, provided, however, that if the Monthly Membership Fee is paid via Automated Clearing House (ACH) transfer, a \_\_\_% discount will be offered [each month??].

Assigned Office Space: [Lab/Office # \_\_\_\_\_ (“**Assigned Office Space**”) in the \_\_\_\_\_ building (“**Building**”), subject to modification as provided herein].  
Measuring approximately \_\_\_\_\_SF

Security Deposit (“**Deposit**”): \$650.00, upon execution hereof (less any prior security deposit received), subject to terms described herein.

Redecoration Fee (“**Redecoration Fee**”): \$\_\_\_\_\_, upon execution hereof, subject to the terms described herein

IN WITNESS WHEREOF, the parties have duly executed and delivered this Agreement (by their duly authorized representatives) and including the seven (7) additional pages attached hereto titled the “Resident Membership Terms and Conditions”, as of the Effective Date indicated above.

Innovation Park TLH, Inc. d/b/a North Florida Innovation Labs	Member:
By:	By:
Name: Michael Kramer	Name:
Title: Executive Director	Title:

## RESIDENT MEMBERSHIP TERMS AND CONDITIONS

1. **Member Services.** During the Term of this Agreement, NFIL will provide to Member access to the Facilities, facilities services, and other services as reasonably available (collectively, the “Services”) described below and subject to the terms and conditions set forth in this Agreement.
  - 1.1. **Programs.** During the Term of this Agreement, NFIL may offer to Member certain benefits as determined during the initial kick-off meeting including programming offered by NFIL.
  - 1.2. **Resident Services.** During the Term of this Agreement, NFIL may offer to allow Member use of the Assigned Office Space. The Member may also have the right to WIFI internet access, the reception area, 24/7 electronic access to the Building, conference rooms with projector and/or TV screens, conference room phones, shredder, printer/scanner/fax/copier (printed pages in excess of 100 per month to be billed to Member), mail, UPS/FedEx pick up/ drop off; and access to common areas including the break room (collectively, the “Common Areas”; the Common Areas and the Assigned Office Space are together referred to as the “Facilities”), for use in common with other users of the Building. NFIL reserves the right, at its sole discretion, to make commercially reasonable changes to the Services, including, but not limited to, expanding, or reducing the scope of all or any portion thereof, discontinuing any Services, adding new Services, or changing the manner in which or by whom any Services are provided. NFIL does not guarantee that all Services shall be available at all times to Member.
  - 1.3. **License Only to Occupy Space.** This Agreement is not a lease. Member is granted only a revocable license to occupy and use the Facilities, which license can be terminated by NFIL as set forth herein.
    - 1.3.1. Member shall have no leasehold right or interest or any other right, title, or interest in NFIL’s Building.
    - 1.3.2. Member shall have exclusive and dedicated use of the Assigned Office Space.
    - 1.3.3. NFIL may relocate Member from any Assigned Office Space at any time and for any reason, provided, however, that NFIL will, if time permits, provide Member with a 30–day advance notice of any relocation, except where the safety of Member, other members, or NFIL staff could reasonably be judged to be at risk.
    - 1.3.4. Member shall have no right to assign or sublease all or any portion of the Facilities, nor shall Member have any right to physically alter or modify any portion of NFIL’s Building, the Facilities, or equipment without NFIL’s prior written consent, which may be granted or withheld in NFIL’s sole discretion.
    - 1.3.5. If Member vacates or abandons any space assigned to it, or upon termination for any reason, any personal property belonging to Member which is left in the Assigned Office Space or elsewhere in NFIL’s Building shall be considered abandoned and NFIL will dispose of the property as it sees fit in its sole discretion.
    - 1.3.6. Member shall use any space designated for its use for general office purposes as appropriate for a business incubator and for no other purpose without the express written permission of NFIL.
    - 1.3.7. Member agrees not to use or permit any use of the Facilities or Building in a manner which is unlawful, illegal, hazardous, or unsafe, which could impair the character, reputation, appearance, or operation of the Building or NFIL.
    - 1.3.8. Member shall not conduct any auction nor permit any fire sale or bankruptcy sale in the Building, nor store goods, wares or merchandise in the Building. Member shall not allow any vending machines in the Building.

- 1.3.9. All freight must be moved into, within and out of the Building under the supervision of NFIL and according to such regulations as may be promulgated by NFIL. All moving of furniture or equipment into, within or out of the Building by Member shall be done at such time and in such manner as directed by NFIL or its agent. In no cases shall items of freight, furniture, fixtures or equipment be moved into or out of the Building in such hours as are normally considered rush hours to an office building (i.e., 8:00-9:30 A.M., 11:00 A.M.-1:00 P.M. and 4:00-6:30 P.M).
- 1.3.10. NFIL, its officers, directors, employees, agents, attorneys, and other representatives shall have the right to enter the Assigned Office Space for the purpose of inspecting the same to determine whether Member is in compliance with NFIL policies or rules or for the purpose of making repairs, alterations, improvements, or additions, but at any time in the event of emergency. Member shall be responsible to pay the reasonable cost of all repairs required to be made to NFIL's Building due solely to the action of Member, including any third parties acting on behalf of, or at the direction of, Member.
- 1.3.11. In addition to the reasons set forth above, and during the period beginning ninety (90) days prior to the expiration of the Initial Term or any Renewal Term NFIL may enter the Assigned Office Space to show it to prospective Members.
2. **Membership Charges.** In consideration of the Services provided or made available to Member pursuant to this Agreement, Member hereby agrees as follows:
- 2.1. **Monthly Membership Fee.** Member shall pay to NFIL the Monthly Membership Fee. The Monthly Membership Fee shall be payable on or before the first day of each month during the Term hereof, without notice or offset. The Monthly Membership Fee includes Member's share of maintenance costs in connection with HVAC, electricity, gas, water, sewage, security system (if any), janitorial, pest control, real estate taxes (if any) and maintenance of the Building.
- 2.2. **Payment** is to be made by ACH (bank details will be provided) but first payment and Deposit can be sent to:
- Leon County Research and Development Authority  
c/o Talcor Commercial Real Estate Services Inc  
1018 Thomasville Rd, Suite 200A  
Tallahassee, FL 32303
- 2.3. **Late Fees.** In the event any installment of the Monthly Membership Fee is not paid when due pursuant to the terms of this Agreement, Member shall also pay to NFIL (i) a late charge equal to 5% of the amount of such overdue payment for the purpose of defraying NFIL's administrative expenses relative to handling such overdue payment plus (ii) interest on such overdue payment computed at the rate of 10% per annum, which interest shall accrue beginning on the date the payment was originally due and payable until the date said amount is paid in full. Failure to pay the Monthly Membership Fee for a period of two (2) consecutive months shall result in Member being denied access to the Facilities.
- 2.4. **Security Deposit and Redecoration Fee.** Member shall pay the Security Deposit and Redecoration Fee as set forth above. The Security Deposit minus the Redecoration Fee and charges for damages shall be returned to Member within sixty (60) days of the expiration of this Agreement, or the earlier termination thereof.
- 2.5. **NFIL Name.** Member shall not use NFIL's name or any of NFIL's trademark, service mark, or trade name in connection with any advertising, attempts to secure financing for Member's business or other fund-raising, or in connection with any other documents, without the prior written consent of NFIL.
- 2.6. **Compliance with Certain Agreements and Operating Policies and Procedures.**

- 2.6.1.** Member shall be required to perform at its sole expense any required sound mitigation and/or fume exhaust as reasonably determined at the sole discretion of NFIL.
- 2.6.2.** Member shall not permit Hazardous Materials to be brought into Facilities or kept in assigned space and to the best of its knowledge, no Hazardous Materials (as defined herein) will be concealed within, buried beneath, released on, onto, for from, or removed from and stored off-site of the Facilities or Building or designated space by Member or any other individual acting on behalf of Member (the “**Environmental Activities**”), Member will indemnify and hold harmless NFIL from any and all claims, demands, liabilities, losses, penalties, fines, judgments, costs of complying with injunctive relief or administrative orders, compromises and settlements, damages and expenses, arising out of any such Environmental Activities. The term “**Hazardous Materials**” is defined in this License to include any toxic substances (as defined by the Toxic Substances Control Act, 15 U.S.C. Section 2601, et, seq., as amended from time to time, and regulations promulgated hereunder), hazardous wastes (as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et. seq., as amended from time to time, and regulations promulgated hereunder), hazardous substances (as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601, et. seq., as amended from time to time, and regulations promulgated hereunder), or any other pollutants, contaminants, irritants, or dangerous substances regulated pursuant to any applicable laws, regulations, ordinances, orders, or judgments (collectively, “**Environmental Laws**”) including, without limitation, asbestos, urea formaldehyde, polychlorinated biphenyl (PCB's), oil, petroleum products and fractions, and underground storage tanks, whether empty, filled, or partially filled with any substance (regulated or otherwise), any substance or material the presence of which on the Facilities is prohibited by any Environmental Law, and any other substance or material that requires special handling or notification to any federal, state or local governmental entity in connection with its collection, storage, treatment, or disposal.
- 2.6.3.** Member shall be solely responsible for any costs and fines related to the improper handling, storage, and disposal of such Hazardous Materials. In the event Member fails to remove all its Hazardous Materials within 30 days after termination of this Agreement, Member agrees to pay NFIL \$1,000 plus the cost to dispose of said Hazardous Materials.
- 2.6.4.** Member shall give prompt notice to NFIL of any accidents or spills in the Facilities or Building, and shall also give notice of any matters related to defects in plumbing, electrical fixtures and/or heating/cooling apparatus reasonably known to Member so the same may be attended to properly.
- 2.7. Confidentiality.** Given the business relationship that NFIL has with Leon County Research and Development Authority (“**LCRDA**”), a public body governed by Chapter 159, Florida Statutes and an “economic development agency” defined pursuant to Florida Statutes 288.075(5):
- 2.7.1.** Each party shall require its directors, officers, managers, trustees, employees, and agents to maintain all information related to the Services and this Agreement in accordance with applicable federal, state, and local laws including the Florida Sunshine Laws and Public Records Act. In the event of a conflict between applicable federal, state, and local laws and the terms of this Agreement, the terms of the applicable federal, state, and local laws shall govern.
- 2.7.2.** Information that is owned or controlled by the Member; that is intended to be and is treated by the Member as private in that the disclosure of the information would cause harm to the business operations of the Member; that has not been disclosed unless disclosed pursuant to a statutory

provision, an order of a court or administrative body, or a private agreement providing that the information may be released to the public; and that is information concerning: (i) business plans; (ii) internal auditing controls and reports of internal auditors; or (iii) reports of external auditors (for privately held companies) (“**Proprietary Confidential Business Information**”) shall be identified as such in writing by the Member, at which time the Proprietary Confidential Business Information shall be confidential and exempt from disclosure pursuant to the Public Records Act, until such information is otherwise publicly available or is no longer treated by the Member as Proprietary Confidential Business Information, pursuant to Florida Statutes 288.075(1)(b) and 288.075(4).

- 2.7.3. Information, including a formula, pattern, compilation, program, device, method, technique, or process that: (i) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (“**Trade Secrets**”), shall be identified as such in writing by the Member, at which time the Trade Secrets shall be confidential and exempt from disclosure pursuant to the Public Records Act, pursuant to Florida Statutes 688.002 and 288.075(3).
- 2.7.4. A federal employer identification number, reemployment assistance account number, or Florida sales tax registration number shall be identified as such in writing by the Member, at which time the information shall be confidential and exempt from disclosure pursuant to the Public Records Act, pursuant to Florida Statutes 288.075(5).
- 2.7.5. Business records reporting requirements for incubator data – Notwithstanding anything to the contrary contained herein, NFIL may disclose in the annual incentives report required under Florida Statutes 288.907 the aggregate amount of each tax identified in Florida Statutes 288.075(6)(a)(2) and paid by all businesses participating as a Member in each economic incentive program administered by NFIL.

### 3. Release; Indemnification; Disclaimer.

- 3.1 Release.** Member hereby expressly agrees to release, waive, discharge and agree not to sue NFIL, LCRDA either of its officers, directors, shareholders, agents, volunteers, and employees from any and all claims or demands, obligations and / or causes of action or inaction of any nature whatsoever which it may have against NFIL, LCRDA, either of its officers, directors, shareholders, agents, volunteers and employees for any personal injury, property damage, including but not limited to any loss of profits, loss of use or data, interruption of business, or for indirect, special, incidental or consequential damages of any kind incurred by it arising out of or in any way connected with this Agreement except to the extent resulting from gross negligence or willful misconduct of the indemnified party. Member acknowledges that neither NFIL, LCDRA, either of its officers, agents, employees, or any other person introduced to Member in connection with this Agreement shall be liable to Member for mistakes of judgment or for action or inaction which NFIL or such person believed to be in the best interest of Member, or for losses due to such mistakes, action or inaction except those resulting from the negligence, dishonesty or bad faith of any officer, employee or other person.
- 3.2 Indemnification.** To the fullest extent permitted by law, Member shall indemnify, defend, and hold harmless the NFIL, LCRDA, either of its officers, employees, and agents from and against

any and all losses, expenses, demands, actions, suits, claims, liabilities, costs and expenses (including but not limited to attorneys' and paraprofessionals' fees) of any kind or nature (except as may result from the negligence or willful misconduct of NFIL, LCRDA or either of its employees, agents or representatives) for and in connection with any death, accident or injury caused to any person, arising out of the business conducted by Member occurring in, on or about the Building, or arising from any act or omission of Member, its contractors or subcontractors, Members, guests, invitees, servants, agents, employees or representatives, and from and against any and all costs, expenses and liabilities incurred in connection with any claim or proceeding brought thereon.

**3.3 Disclaimer.** NFIL makes no representations or warranties express or implied to Member with regard to the Services or that the Services will result in or cause Member's business venture to succeed or achieve any specific objectives. Member shall retain full right, authority, and responsibility to conduct its business in accordance with its own judgment. NFIL shall not be restricted by this Agreement from providing consultation, advice and services to other persons or entities engaged in similar or competitive businesses as Member's business. In no instance shall NFIL be deemed to have any fiduciary or other similar duties or obligations to Member, nor shall NFIL be deemed to have any implied duties pursuant to this Agreement.

#### 4. **Term and Termination**

**4.1 Term.** The initial term of this Agreement shall commence on the Effective Date of this Agreement and unless earlier terminated pursuant to Section 4.2 below, shall continue until the Expiration Date. Neither expiration nor termination of this Agreement shall affect or limit NFIL's rights hereunder, nor shall it affect any obligation of either party accrued prior to such expiration.

**4.2 Termination.** NFIL may terminate this Agreement immediately, without prior notice, in the event that Member vacates the Building prior to the Expiration Date. NFIL will have the option, but not the obligation, to terminate if Member fails to pay Monthly Membership Fees. In the event of any termination pursuant to this Section 4.2, Member will remain liable to pay Monthly Membership Fees and any other fees for Services provided and for any other obligations owed to NFIL through the Term of Agreement.

**4.3 Default by Member.** If Member shall commit any breach, default or violation under or with respect to, or otherwise fail to fully and timely perform or comply with, its respective duties, obligations, representations, warranties or covenants contained in this Agreement, including, without limitation, Member's obligation to pay in full any invoices from NFIL or Membership Security Fee ("**Default**"), then NFIL will have the right to give Member notice of such breach, default, violation or other failure (a "**Notice of Default**") specifying the nature thereof. If Member does not cure a monetary default within five (5) days from the date such Notice of Default is given or does not cure any other breach, default, violation or other failure to NFIL's reasonable satisfaction within thirty (30) days from the date such Notice of Default is given (in either instance, the "**Cure Period**"), then NFIL will have the right to terminate this Agreement effective immediately by giving Member notice of such termination after the expiration of the Cure Period. In the event of termination hereunder for an uncured Default, Member must immediately vacate the Assigned Office Space, Facilities and Building and NFIL will have the right to re-enter the Assigned Office Space and recover possession thereof and dispose and evict any or all occupants of the Assigned Office Space, but Member shall remain liable to NFIL as

hereinafter provided. In the event of Default if this Agreement is terminated: (i) Member shall immediately pay NFIL damages in an amount equal to the sum of the Monthly Membership Fees which are past due and outstanding and all Monthly Membership Fees due for the remainder of the then current Term; (ii) NFIL will be entitled to retain the Deposit.

- 4.4 Remedies.** In addition to any other remedies contained herein, in the event of a breach of a covenant or a condition of this Agreement, either party may avail itself of any remedy available at law or in equity.
- 4.5 Renewal Term.** Unless terminated by either party 30 days prior to the expiration of the initial Term, this Agreement shall automatically renew for one (1) additional six (6) month term (the “**Renewal Term**”). The Monthly Membership Fee will increase by five (5) percent for the Renewal Term.
- 4.6 Keys.** At Termination, Member shall deliver to NFIL all keys for for the Assigned Office Space, the Common Areas and any other key access which shall have been furnished to you. In the event of the loss of any keys, Member shall pay NFIL for the replacement thereof. Member shall not make, or cause to be made, any such keys. Member shall pay NFIL for any additional keys over and above the set(s) of keys originally furnished by NFIL. Member shall not change locks or install other locks on doors without the prior written consent of NFIL, which shall be determined in the sole discretion of NFIL.

## 5. Insurance

- 5.1 Comprehensive General Public Liability and Property Damage Insurance.** Member, at its sole cost, shall obtain comprehensive general public liability and property damage insurance for the Assigned Office Space with combined single limits of not less than \$500,000.00 with insurance companies authorized to do business in the State of Florida and satisfactory to NFIL, with NFIL, **LCRDA** and its agents named as an additional insured and with provisions prohibiting the modification or cancellation of such insurance without at least ten (10) days prior written notice to NFIL.
- 5.2 Do we want them to have umbrella also?**
- 5.3** Member shall deliver said policies or certificates to NFIL evidencing the insurance required to be carried by Member pursuant to this Agreement upon the execution of this Agreement and thereafter renewal policies or certificates shall be delivered to NFIL not less than fifteen (15) days prior to the expiration of the then current policies of insurance. If Member fails to comply with this paragraph, NFIL may either (1) obtain such insurance for Member and the premiums shall be paid by Member to NFIL as additional Monthly Membership Fee with the next installment due, or (2) declare such failure to be an event of default under this Agreement and terminate the membership.
- 5.4 Fire Insurance.** **NFIL shall pay fire insurance premiums on the Facilities.** NFIL shall not be liable to carry fire insurance on the person or property of Member or any other person or property which may now or hereafter be placed in the Assigned Office Space.

- 6. Security Deposit.** Member shall deposit with NFIL on the signing of this Agreement the Deposit specified herein for the performance of Member’s obligations under this Agreement, including without limitation, the surrender of possession of the Assigned Office Space to NFIL as herein provided.
- 6.1** If NFIL applies any part of the Deposit to cure any Default of Member, Member shall on demand, deposit with NFIL the amount so applied so that NFIL shall have the full Deposit on hand at all times during the Term of this Agreement.

7. **Miscellaneous.**

- 7.1 Entire Agreement.** This Agreement between Member and NFIL contains the entire agreement between the parties with respect to the subject matter of this Agreement. Except as set forth herein, this Agreement cannot be changed in any manner except by a written agreement signed by NFIL and Member.
- 7.2 Assignment.** This Agreement may not be assigned, either in whole, or in part, by Member without the prior written consent of NFIL.
- 7.3 No Waiver.** The delay or failure in the exercise of any right, remedy or power shall not operate as a waiver thereof, nor shall any single or partial exercise or waiver thereof preclude or limit any other or future exercise thereof.
- 7.4 Notices.** All notices or other communications required under this Agreement shall be in writing to the addresses indicated below. Either party may have the right, from time to time, to designate a different address by notice given in conformity with this Section. Notice shall be deemed to have been given upon the deposit of same into the United State Mail, postage prepaid, registered or certified, return receipt requested, addressed as herein required. Notice may also be given via email. Any such notice shall be considered given or delivered on the actual date of email.

To NFIL:

NFIL, c/o

Leon County Research and Development Authority

2051 E. Paul Dirac, Suite 100

Tallahassee, FL 32310

Attn: Michael Kramer, Executive Director [mkramer@inn-park.com]

Ayne Markos, Director of Finance and Administration [amarkos@inn-park.com]

Invoices to:

Leon County Research and Development Authority

c/o Talcot Commercial Real Estate Services Inc

1018 Thomasville Rd, Suite 200A

Tallahassee, FL 32303

To Member:

\_\_\_\_\_

- 7.5 No Joint Venture.** NFIL and Member are independent parties. Nothing in this Agreement shall be construed or be deemed to create a joint venture, relationship of partners, principal and agent, or any relationship between the parties other than that of independent, autonomous parties contracting with each other solely for the purposes set forth in this Agreement. No party shall hold itself out as an agent, joint venture or partner of the other party or of any entity controlled directly or indirectly by or affiliated with the other party in any manner. Member shall not enter into any contracts, debts, liabilities or obligations on behalf of NFIL. Neither of the parties shall, by entering into and performing under this Agreement, become liable for any existing or future obligations, liabilities or debts of the other party.
- 7.6 No Guarantee of Results.** Member acknowledges and agrees that NFIL cannot guarantee that Member's business will succeed. NFIL makes no representation as to the commercial utility of its recommendations, the recommendations of any independent advisors or that the use of such recommendations will not infringe on any intellectual property rights of others. Member shall



be solely responsible for making all decisions and taking actions related to its business, including compliance with all applicable laws and regulations, and Member hereby waives, and covenants not to sue NFIL or its employees, agents, contractors, independent advisors or other representatives for any claim related to such matters.

- 7.7 Force Majeure.** NFIL shall not be not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any reason beyond the control of NFIL or by reason of any of the following occurrences: labor disturbances, labor disputes, of any character, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, floods, earthquakes, acts of God, energy or other conservation measures, explosion, failure of utilities, mechanical breakdowns, disease, or other such occurrences.
- 7.8 Severability.** If any court of competent jurisdiction declares invalid or unenforceable any provision of this Agreement, then such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect.
- 7.9 Controlling Law and Forum.** This Agreement shall be construed under the laws of Florida. Member and NFIL agree that any in the event either Member or NFIL brings any action or proceeding for damages for an alleged breach of any provision of this Agreement to recover Monthly Membership Fee, or to enforce, protect or establish any right or remedy of either party, said action shall be brought in a court of competent jurisdiction in Leon County, Florida, and that venue for any such action is proper only in Leon County, Florida.
- 7.10 Attorney's Fees.** In the event either NFIL or Member shall bring any action or proceeding for damages for an alleged breach of any provision of this Agreement, to recover Monthly Membership Fees or any portion thereof, or to enforce, protect or establish any right or remedy of either party, the prevailing party shall be entitled to recover as part of such action or proceeding reasonable attorneys' fees and court costs.
- 7.11 Construction.** This Agreement has been negotiated by the parties and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. The headings and captions set forth herein are for convenience of reference only and shall not affect the construction or interpretation herein.
- 7.12 Controlling Agreements.** This Agreement is subject (i) to the certain Ground Lease Agreement dated as of January 28, 1980 (the "**Master Ground Lease**"), by and between the State of Florida Board of Trustees of the Internal Improvement Trust Fund and LCRDA; (ii) to the certain Ground Sublease dated as of \_\_\_\_, 2023 (the "**Sublease**"), by and between LCRDA and NFIL; (iii) to the certain Financial Assistance Award (the "**Award**"); from the US Department of Commerce, Economic Development Administration dated September 17, 2020, and bearing EDA Award No. 04-79-07447; and (iv) all matters of record encumbering the property on which the Building is located (the "**Encumbrances**" collectively with the Master Ground Lease, the Sublease, and the Award, the "**Controlling Agreements**"). Member has had an opportunity to request to review a redacted copy of Controlling Agreements and agrees to be bound those documents as incorporated into this Agreement. Member is vested with full power and authority to subordinate this Agreement to each of the Controlling Agreements and Member will execute such further instruments subordinating this Agreement, as NFIL may request. If Member fails to execute any subordination or other agreement required by this section, Member constitutes

NFIL as its attorney-in-fact to execute such instrument in Member’s name, place and stead, it being agreed that such power is one coupled with an interest. Member agrees that it will, from time to time, upon request by NFIL, execute and deliver to such persons as NFIL shall request, a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which license payments and other charges have been paid, stating that NFIL is not in default (or if Member alleges a default stating the nature of such alleged default) and further stating such other matters as NFIL reasonably requires.

- 7.13 Liens.** Neither LCRDA’s nor NFIL’s interests in the Building shall be subject to liens for improvements made by or at the direction of the Member. If any construction, mechanic’s, or other liens, or order for the payment of money, shall be filed against the Building, or any building or improvements thereon, by reason of change and alteration or addition made or alleged to have been made, by or for, Member, or the cost or expense thereof, or any contract relating thereto, Member shall cause the same to be cancelled and discharged of record, by bond or otherwise, at the election and expense of Member, within fifteen (15) days of the date of filing and shall also defend on behalf of NFIL and LCRDA, at Member’s sole cost and expense, any action, suit or proceeding which may be brought thereon for the enforcement of such lien, liens, or orders, and Member will pay any damage and satisfactorily discharge any judgment entered therein, and save harmless NFIL LCRDA from any claim, reasonable attorney fees or damage therefrom.
- 7.14 Parking.** Member will have access to parking at the Facilities on a “first com, first serve” basis, which shall be subject to availability. Parking spaces will not be guaranteed or reserved.
- 7.15 Exhibit “A”.** Member hereby affirms and accepts the Statement of Expectations as set forth in Exhibit “A” to this Agreement. NFIL may, at any time, and at its sole discretion, modify these terms and conditions. Any such modification will be effective immediately upon public posting. **All Members are required to submit financial statements on an annual basis (or more frequently, if required by NFIL) to NFIL in order to keep management updated on the Member’s progress.**
- 7.16 Common Area Regulations.** Contemporaneously herewith, the parties have entered into that certain Common Area Regulations agreement related to the Facilities. A default by Member of the terms of the Common Area Regulations shall be deemed an Event of Default under this Agreement, entitling NFIL to all remedies set forth herein.
- 7.17 Guaranty.** Member shall provide NFIL with a Guaranty of Member’s obligation’s under this Agreement from a guarantor or guarantors acceptable to NFIL in its sole discretion, and on a form prepared by and approved by NFIL in its sole discretion.
- 7.18 Radon Gas.** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in the state in which the Shopping Center is located. Additional information regarding radon and radon testing may be obtained from local public health authorities.

- graduation policy acknowledged
- incubator reporting obligations and acceptance
- acknowledgement of assignment

**Exhibit A**  
**Statement of Expectations**

**To maintain your business venture in good standing,**

**1. The business venture is expected to, at a minimum:**

- a. Dedicate at least one full-time equivalent employee to the venture.
- b. Timely complete the client's annual impact statement within 30 days of the request, or the yearly license fee will be increased twenty percent (20%) at lease renewal.
- c. Meet with mentor(s) or advisors periodically for business advice, counsel or mentoring support. Ideally, there should be 1-2 meetings per month. Meetings can be held in person, via videoconference, email, phone, text messaging or other convenient method(s).
- d. Provide annual audited or compiled financial statements for the entity located in the Facilities for the most recent fiscal year each year of the Agreement.
- e. Establish realistic and attainable commercialization milestones for the development of your venture. Develop or have in place a company dashboard to track venture progress internally.
- f. Present milestones and business model to NFIL's advisors and mentors in person.
- g. Pursue legitimate activities consistent with the business approved for admissions to the Facilities. An entity will not operate any other business out of the Facilities that was not disclosed and approved for admissions without prior approval of NFIL.
- h. Attend periodically events, workshops, and training appropriate while a Member.
- i. Understand that the program is a shared space and focused on entrepreneurial community-building. By participating in the program, you and your team are expressly willing to give back to others and support others in their entrepreneurial journey by actively engaging in the activities within the program. The program's expectation is that you are a good entrepreneurial community citizen and/or a good lab citizen, respectful of others. Additionally, our guidelines expect that you will refrain from any hazing, bullying or harassment of any other person within the entrepreneurial community. There is a zero-tolerance to behavior THAT INTIMIDATES, BULLIES, HARASSES OR HAZES ANY OTHER PERSON.