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

# FORM 8-K

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

Date of Report
(Date of earliest
event reported): **March 7, 2018**

# ROCKWELL MEDICAL, INC.
(Exact name of registrant as specified in its charter)

| **Michigan** | **000-23661** | **38-3317208** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

**30142 Wixom Road, Wixom, Michigan 48393**
(Address of principal executive offices, including zip code)

**(248) 960-9009**
(Registrant's telephone number, including area code)

**Not Applicable**
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c)

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

Emerging growth company ☐

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

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

On March 7, 2018, Rockwell Medical, Inc., a Michigan corporation (the "Company"), entered into a letter agreement (the "Letter Agreement") with Richmond Brothers, Inc. ("RBI") and David S. Richmond, in his individual capacity ("Richmond"), to memorialize the parties' mutual agreement on certain corporate governance matters. The Letter Agreement provided, among other things, that:

- By March 7, 2018, the Company's Board of Directors (the "Board") agreed to increase the size of the Board from six directors to eight directors and agreed to appoint: (a) Benjamin Wolin as (i) a Class I director to serve for a term expiring at the Company's 2019 Annual Meeting of Shareholders and (ii) the lead independent director of the Board; and (b) Lisa Colleran as a Class II director to serve for a term expiring at the Company's 2020 Annual Meeting of Shareholders.

- In connection with the Company's 2018 Annual Meeting of Shareholders (the "2018 Meeting"), the parties, as applicable, agreed as follows:

    - The Board agreed to schedule the 2018 Meeting to be held no later than June 22, 2018.

    - Patrick J. Bagley agreed not stand for re-election at the 2018 Meeting.

    - The Board agreed to propose that the Company's shareholders vote to destagger the Board at the 2018 Meeting so that, if approved by the Company's shareholders at the 2018 Meeting, starting at the Company's 2018 Meeting, directors elected to succeed those directors whose terms then expire will be elected for a term expiring at the next annual meeting of shareholders (the "Declassification Proposal"). As a result, if the Declassification Proposal is approved by the Company's shareholders at the 2018 Meeting, all directors will be elected annually beginning with the election of directors at the Company's 2020 Annual Meeting of Shareholders. However, the Company agreed to use its best efforts to request that each current director of the Board irrevocably commit to tender his or her resignation following the 2018 Meeting if he or she is a member of the Board at that time and then each such director will subsequently be reappointed to the Board by the remaining members of the Board so as to serve until the 2019 Annual Meeting of Shareholders. If all directors tender their resignations as described above, then beginning at the Company's 2019 Annual Meeting of Shareholders, all directors will be elected for one-year terms.

    - The Board agreed to nominate Robert L. Chioini as the only Board-nominated candidate for election by the Company's shareholders at the 2018 Meeting. If the Declassification Proposal is approved by the Company's shareholders at the 2018 Meeting, then Mr. Chioini would stand for a one-year term. If the Declassification Proposal is not approved by the Company's shareholders at the 2018 Meeting, Mr. Chioini would stand for election as a Class III director to serve for a term expiring at the Company's 2021 Annual Meeting of the Company's shareholders.

    - At the 2018 Meeting, the Richmond Group (as such term is defined in that certain Settlement and Standstill Agreement, dated November 22, 2017, by and between the Company, on the one hand, and the persons identified on Appendix A thereto as the "Richmond Group" and the "Ravich Group," on the other (the

"Settlement Agreement")) will vote (a) "FOR" the election of Mr. Chioini and (b) "FOR" the Rockwell Medical, Inc. 2018 Long Term Incentive Plan (in the form approved by the Board on January 29, 2018 (the "2018 Plan")), provided that either Institutional Shareholder Services or Glass, Lewis & Co. recommend that the Company's shareholders vote "FOR" the 2018 Plan.

- To the extent that RBI and/or Richmond do not have the legal authority to vote any of the common stock of the Company owned by RBI's clients, both RBI and Richmond agreed that they will recommend to RBI's clients that they vote their Company common stock at the 2018 Meeting (a) "FOR" the election of Mr. Chioini and (b) "FOR" the 2018 Plan, provided that either Institutional Shareholder Services or Glass, Lewis & Co. recommend that the Company's shareholders vote "FOR" the 2018 Plan.

- The Board agreed not to nominate any other director nominees at the 2018 Meeting and no member of the Board, acting as a shareholder, will directly or indirectly otherwise nominate, or encourage or assist any other shareholder to nominate, any other director candidate for election at the 2018 Meeting.

- By March 7, 2018, the Company agreed to enter into executive employment agreements with Robert L. Chioini, Thomas E. Klema and Raymond D. Pratt, in each case, on terms and conditions (including terms customarily included in such types of executive employment agreements for similar types of public companies, and with compensation and benefit arrangements no less favorable to such executives as are currently in effect) as mutually determined and agreed to between such executives and the Board.

- Promptly after March 7, 2018, the Company agreed to reimburse the Richmond Group for its reasonable and documented third-party expenses actually incurred in connection with the Litigation (as defined in the Standstill Agreement), the proxy contest by the Richmond Group and the Ravich Group related to the Company's 2017 Annual Meeting of Shareholders and otherwise incurred in connection with their investment in the Company after the termination of the Covered Period (as defined in the Standstill Agreement) until the date hereof, in an aggregate amount not to exceed $428,000.

- If the Company complies with the provisions of the Letter Agreement by March 7, 2018, then RBI agreed to (a) withdraw its proposal to separately nominate any directors for election at the 2018 Meeting, (b) will not directly or indirectly make any separate proposal (nor will it encourage or assist others to do so) for shareholder consideration at the 2018 Meeting and (c) will comply with the voting restrictions set forth therein concerning the 2018 Meeting.

The foregoing summary does not purport to be a complete description of the terms of the Letter Agreement and is qualified in its entirety by reference to the full text of the Letter Agreement, a copy of which is attached hereto as Exhibit 10.73.

**Item 5.02** **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers**

*Increase in the Size of the Board of Directors*

As described above, pursuant to the Letter Agreement, on March 7, 2018, the Board increased the size of the Board from six directors to eight directors.

*Appointment of Mr. Benjamin Wolin to the Board of Directors*

As described above, pursuant to the Letter Agreement, on March 7, 2018, the Board appointed Benjamin Wolin as a Class I Director of the Company to fill one of the vacancies created by the increase in the size of the Board and to serve until the Company's 2019 Annual Meeting of Shareholders or until his successor is duly elected and qualified. Mr. Wolin was also appointed as the lead independent director of the Board at that time.

Mr. Wolin serves as an advisor to each of 3L Capital LLC, a growth-stage private equity firm, and Refinery 29 Inc., a leading global media company. Prior to his experience as an advisor, Mr. Wolin was the co-founder, Chief Executive Officer and a member of the board of directors of Everyday Health, Inc. (NYSE: EVDY), a leading provider of digital health and wellness solutions, from January 2002 until its sale to a subsidiary of j2 Global, Inc. in December 2016. From September 1999 until December 2001, Mr. Wolin served as Vice President of Production and Technology for Beliefnet, Inc., an online provider of religious and spiritual information. Previously, Mr. Wolin served as Web Producer for Tribune Interactive, Inc., a multimedia corporation, and held several consulting positions with interactive companies.

Mr. Wolin is also the chairman of the board of directors of Diplomat Pharmacy, Inc. (NYSE: DPLO), the largest independent provider of specialty pharmacy services in the United States. Mr. Wolin has been a director of Diplomat Pharmacy since October 2015 and was formerly Diplomat Pharmacy's independent lead director. Mr. Wolin is a member of the audit committee and the nominating and corporate governance committee of Diplomat Pharmacy's board of directors.

Mr. Wolin has extensive technology, executive management, entrepreneurial, financial and operating expertise from his former role as a founder, director and principal executive of Everyday Health. His experience as a chairman of the board of directors of a public company and as the principal executive officer and a director of a company that completed an initial public offering provides him with unique insights into the dynamics of a growing company and the financial, accounting, governance and operational issues specific to public companies.

Mr. Wolin is a party to that certain Joint Filing and Solicitation Agreement entered into as of February 27, 2018 among RBI, RBI's affiliates, David S. Richmond, Lisa Colleran and Benjamin Wolin. There are no transactions in which the Company is a participant in which Mr. Wolin has a material interest requiring disclosure pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended. The Board has determined that Mr. Wolin is independent under the listing standards of the NASDAQ Global Market. As a non-employee director, Mr. Wolin will receive the compensation paid to all non-employee directors of the Company. In connection with his appointment, Mr. Wolin entered into an Indemnification Agreement with the Company, the form of which was filed as Exhibit 10.70 to the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (the "SEC") on November 8, 2017.

*Appointment of Ms. Lisa Colleran to the Board of Directors*

As described above, pursuant to the Letter Agreement, on March 7, 2018, the Board appointed Lisa Colleran as a Class II Director of the Company to fill one of the vacancies created by the increase in the size of the Board and to serve until the Company's 2020 Annual Meeting of Shareholders or until her successor is duly elected and qualified.

Ms. Colleran is the principal of LNC Advisors, LLC, a strategic consulting firm that she founded that specializes in assisting biotech, pharmaceutical and medical device companies. Prior to founding LNC Advisors, Ms. Colleran served as Global President of LifeCell Corporation from August 2008 to April 12, 2013 and also served as its Chief Executive Officer from January 2012 to April 12, 2013. Prior to assuming the role of Global President and Chief Executive Officer, from December 2002 until July 2004, Ms. Colleran served as LifeCell's Vice President of Marketing and Business Development, and from July 2004 until August 2008, Ms. Colleran served as LifeCell's Senior Vice President of Commercial Operations. Prior to joining LifeCell, Ms. Colleran served as Vice President and General Manager of Renal Pharmaceuticals for Baxter Healthcare Corporation from 2000 to December 2002 and served in various other sales and marketing positions at Baxter, from 1983 to 2000. Ms. Colleran currently serves on the Board of Directors for Establishment Labs, an innovative breast implant company, and Ariste Medical, a company developing a new class of drug eluting medical devices. Ms. Colleran has also been a member of the board of directors of Novadaq Technologies Inc., a leading developer and provider of clinically relevant, fluorescence imaging solutions for use in surgical and diagnostic procedures, from January 2017 until the Company was sold to Stryker Corporation. Ms. Colleran also served as a director and the Principal Executive Officer of Centaur Guernsey L.P. Inc. from January 2012 until April 2013. Ms. Colleran has more than 30 years of experience leading medical device companies, growing markets and creating shareholder value.

Ms. Colleran is a party to that certain Joint Filing and Solicitation Agreement entered into as of February 27, 2018 among RBI, RBI's affiliates, David S. Richmond, Lisa Colleran and Benjamin Wolin. There are no transactions in which the Company is a participant in which Ms. Colleran has a material interest requiring disclosure pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended. The Board has determined that Ms. Colleran is independent under the listing standards of the NASDAQ Global Market. As a non-employee director, Ms. Colleran will receive the compensation paid to all non-employee directors of the Company. In connection with her appointment, Ms. Colleran entered into an Indemnification Agreement with the Company, the form of which was filed as Exhibit 10.70 to the Company's Quarterly Report on Form 10-Q filed with the SEC on November 8, 2017.

*Expiration of Patrick J. Bagley term on the Board of Directors & Expected Decrease in Size of the Board of Directors*

On March 7, 2018, Mr. Bagley agreed that he will not stand for reelection to the Board at the 2018 Meeting. Mr. Bagley has served as a member of the Board since July 2005. Mr. Bagley will continue to serve as a director until the 2018 Meeting. Effective immediately after the 2018 Meeting, it is expected that the size of the Board will be reduced from eight directors to seven directors.

In connection with Mr. Bagley's agreement not to stand for reelection to the Board, the Board authorized an extension of the exercise period for Mr. Bagley's currently outstanding stock options for two years from the date of the expiration of his term.

*Separation of the Role of Chairman of the Board of Directors from the Role of Chief Executive Officer*

On March 12, 2018, the Board determined that it was in the best interests of the Company to separate the role of Chairman of the Board from the role of Chief Executive Officer. Accordingly, the Board voted to amend the amended and restated bylaws of the Company to allow for such a separation of roles. The Board also approved the appointment of Mr. Benjamin Wolin as Chairman of the Board in lieu of his serving as lead independent director. Robert L. Chioini will continue to serve as a director and as the Chief Executive Officer of the Company.

*Approval of New Committee Assignments for the Board of Directors*

On and effective as of March 12, 2018, the Board approved the following Board committee assignments for the directors:

Governance and Nominating Committee:

- Robin Smith (Chairwoman)
- Lisa Colleran
- John Cooper
- Mark Ravich

Compensation Committee:

- Mark Ravich (Chairman)
- Lisa Colleran
- Benjamin Wolin

Audit Committee:

- John Cooper (Chairman)
- Ronald Boyd
- Robin Smith
- Benjamin Wolin

*Executive Employment Agreements — Robert L. Chioini and Thomas E. Klema*

On March 7, 2018, the Company, upon approval by the Board, entered into an employment agreement with Robert L. Chioini, the Company's founder, President and Chief Executive Officer (the "Chioini Agreement") and Thomas E. Klema, the Company's Vice President, Chief Financial Officer, Treasurer and Secretary (the "Klema Agreement", together with the Chioini Agreement, the "Agreements"). Under the Chioini Agreement, Mr. Chioini's initial base salary is $898,439 (same as currently in effect). Under the Klema Agreement, Mr. Klema's initial base salary is $442,007 (same as currently in effect). The following are the key terms of the Agreements (the defined terms in the description below have the meaning ascribed in the Agreements):

- *Compensation.* In addition to initial base salary, executive also will be eligible for year-end bonuses, paid in either cash or equity, or both (each an "Annual Bonus"), with a target of 100% of base salary (the "Target Bonus"), as may be awarded, if at all, pursuant to any annual executive bonus plan and related corporate goals approved solely at the discretion of the Board. In addition, executive will be eligible for annual long-term incentive grants, which may be paid in cash or equity, or both, as may be awarded, if at all, at the sole discretion of the Board. Any long-term incentive grants will be governed by the Company's then-applicable long-term incentive plan and any long-term incentive grant agreements under the then applicable long-term incentive plan by which they are issued. Each Agreement is effective for an initial term of 24 months (which may be renewed for successive 12-month periods) or until terminated and includes a 12-month post-employment non-competition agreement, and a separate agreement providing for non-competition and non-solicitation, as well as obligations of confidentiality and the assignment to the Company of all intellectual property.

- *Termination of Employment.* Upon termination of his employment by the Company without Cause or by executive for Good Reason (in each case as defined in the Agreements), in addition to any benefits that may become due under any of the Company's vested plans or other policy, executive will be entitled to the following benefits, on the condition that he enters into a separation agreement containing a plenary release of claims in a form acceptable to the Company, and the release has become final: (i) a severance amount equal to the sum of executive's base salary then in effect (determined without regard to any reduction constituting Good Reason), payable in equal installments from the date of termination to the date that is 12 months after the date of termination; (ii) immediate and full vesting of currently existing stock options which will otherwise fully vest on October 2, 2018 and the right to continue to exercise all vested stock options to acquire Company stock and all other vested equity awards held by executive as of the date of termination for two years after the date of termination, subject to their ultimate expiration; and (iii) continued eligibility for performance-based vesting of the 2017 Performance-Based Restricted Stock Award (as defined in the Agreements) for two years after the date of termination. In addition, for up to 18 months, if executive elects to continue medical benefits through the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company will continue to pay the Company's costs of such benefits as in effect on the date of termination and as such benefits are provided to active employees. If COBRA coverage is unavailable at any time, the Company will reimburse executive an amount which, after taxes, is sufficient to purchase medical and dental coverage substantially equivalent to that which executive and his dependents were receiving immediately prior to the date of termination and that is available to comparable active employees, reduced by the amount that would be paid by comparable active employees for such coverage under the Company's plans, and provided further, that the Company's obligation to provide benefits will cease or be reduced to the extent that a subsequent employer provides substantially similar coverages.

- *Termination of Employment — Change of Control.* Upon termination in connection with a Change of Control, in addition to any benefits that are due to executive under any Company plans or other policies, he will be entitled to: (i) a prorated bonus equal to a percentage of his Target Bonus based upon the number of days executive was employed in the year of termination, payable in a lump sum within 10 days after the date of termination; (ii) a severance amount equal to 1.5 times the sum of executive's base salary then in effect (determined without regard to any reduction constituting Good Reason)

plus 50% of his Target Bonus amount, payable in a lump sum within 10 days after the date of termination except in certain circumstances; (iii) acceleration and full vesting of all of his outstanding shares of restricted stock and all options to acquire Company stock, with any restrictions under restricted stock agreements being lifted and all stock options continuing to be exercisable for the remainder of their stated terms; and (iv) COBRA continuation of benefits, as described above under termination without Cause or by executive for Good Reason, for a period of 18 months after termination of employment. If any payments to executive in connection with a Change of Control are subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties with respect to such excise tax, the foregoing payment will be automatically reduced to the extent and in the manner provided in the Agreements.

- *Continued Employment Following Change of Control.* Upon a Change of Control and assuming that executive remains employed as the titles given to the respective executives in each of their Agreements, (i) the term of the Agreements will be automatically extended for 18 months from the date of the Change of Control; and (ii) during the remaining term of the Agreements (as extended), and provided that executive is employed on the last day of a fiscal year ending in that term, executive will be entitled to an Annual Bonus at least equal to his Target Bonus, payable no later than March 15 in the next succeeding fiscal year. Notwithstanding any provision to the contrary in any of the Company's long-term incentive plans or in any stock option or restricted stock agreement between the Company and executive, all vested and unvested shares of restricted stock and all vested and unvested options to acquire Company stock and/or restricted stock will be assumed by the successor entity; and, if the Company is not the successor entity, executive will be entitled to receive in exchange therefor the economic equivalent, as provided in the Agreements.

The foregoing summary does not purport to be a complete description of the Agreements and is qualified in its entirety by reference to the full text of the Chioini Agreement and Klema Agreement, copies of which are attached hereto as Exhibits 10.74 and 10.75, respectively.

**Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.**

On and effective as of March 12, 2018, the Board approved amendments to the Company's Amended and Restated Bylaws to allow for the separation of the role of Chairman of the Board from the role of Chief Executive Officer (the "Amendments").

The foregoing description does not purport to be a complete description of the Amendments or the Amended and Restated Bylaws, which include the Amendments, and is qualified in its entirety by reference to the Amendments and the full text of the Amended and Restated Bylaws, copies of which are attached hereto as Exhibits 3.1 and 3.2, respectively.

**Item 8.01 Other Events.**

On March 13, 2018, the Company issued a press release announcing that it entered into the Letter Agreement with RBI and Richmond and its appointment of Mr. Wolin and Ms. Colleran to the Board. Attached hereto as Exhibit 99.1 and incorporated herein by reference, is a copy of the press release.

**Item 9.01 Financial Statements and Exhibits.**

(d) *Exhibits*. The following exhibits are being filed herewith:

## EXHIBIT INDEX

| Exhibit No. | Description |
|---|---|
| 3.1 | Amendments to the Bylaws of Rockwell Medical, Inc. |
| 3.2 | Amended and Restated Bylaws. |
| 10.73 | Letter Agreement, dated March 7, 2018, by and among the Company, Richmond Brothers, Inc. and David S. Richmond. |
| 10.74 | Executive Employment Agreement, dated March 7, 2018, between Rockwell Medical, Inc. and Robert L. Chioini. |
| 10.75 | Executive Employment Agreement, dated March 7, 2018, between Rockwell Medical, Inc. and Thomas E. Klema. |
| 99.1 | Press Release, dated March 13, 2018. |

**SIGNATURE**

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

**ROCKWELL MEDICAL, INC.**

Date: March 13, 2018

By: /s/ Thomas E. Klema
Thomas E. Klema
Vice President, Chief Financial Officer, Treasurer and Secretary

**Exhibit 3.1**

AMENDMENTS TO SECTIONS 4.7, 4.8 AND 4.9 OF ARTICLE IV
OF THE BYLAWS OF ROCKWELL MEDICAL, INC.
EFFECTIVE MARCH 12, 2018

**(Additions in bold and underscore; deletions in strikethrough)**

**4.7 Chairperson of the Board.** The Chairperson of the Board, if such office is filled, shall be a director and shall preside at all shareholders' and Board of Directors' meetings at which the Chairperson is present unless otherwise determined by the Board of Directors pursuant to Section 2.11. **If the office of Chairperson of the Board is not filled, the Board shall select another independent director to perform the duties and execute the authority of the Chairperson of the Board.**

**4.8 Chief Executive Officer.** The ~~Chairperson of the Board, if any, or the President, as designated by the Board, shall be the~~ chief executive officer of the Corporation ~~and~~ shall have the general powers of supervision and management of the business and affairs of the Corporation usually vested in the chief executive officer of a corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. If no designation of chief executive officer is made, ~~or if there is no Chairperson of the board,~~ the President shall be the chief executive officer. The chief executive officer may delegate to the other officers such of his or her authority and duties at such time and in such manner as he or she deems advisable.

**4.9 President.** ~~If the office of Chairperson of the Board is not filled, the President shall perform the duties and execute the authority of the Chairperson of the Board. If the Chairperson of the Board is designated by the Board as the Corporation's chief executive officer, the~~ **The** President shall be the chief operating officer of the Corporation~~, shall assist the Chairperson of the Board in the supervision and management of the business and affairs of the Corporation and, in the absence of the Chairperson of the Board, shall preside at all shareholders' and Board of Directors' meetings~~. The President may delegate to the officers other than the **chief executive officer or** Chairperson of the Board, if any, such of his or her authority and duties at such time and in such manner as he or she deems appropriate.

**Exhibit 3.2**

**AMENDED AND RESTATED BYLAWS**
**OF**
**ROCKWELL MEDICAL, INC.,**
**a Michigan corporation**

**As amended March 12, 2018**

## ARTICLE I
## OFFICES

**1.1 Registered Office**. The registered office of the Corporation shall be located at such place in Michigan as the Board of Directors from time to time determines.

**1.2 Other Offices**. The Corporation may also have offices or branches at such other places as the Board of Directors from time to time determines or the business of the Corporation requires.

## ARTICLE II
## MEETINGS OF SHAREHOLDERS

**2.1 Time and Place**. All meetings of the shareholders shall be held at such place and time as the Board of Directors determines.

**2.2 Annual Meetings**. An annual meeting of shareholders shall be held on a date each year to be determined by the Board of Directors. At the annual meeting, the shareholders shall elect directors and transact such other business as is properly brought before the meeting and described in the notice of meeting. If the annual meeting is not held on its designated date, the Board of Directors shall cause it to be held as soon thereafter as convenient.

**2.3 Special Meetings**. Special meetings of the shareholders, for any purpose, (a) may be called by the Corporation's chief executive officer or the Board of Directors, and (b) shall be called by the President or Secretary upon written request (stating the purpose for which the meeting is to be called) of the holders of a majority of all the shares entitled to vote at the meeting; provided, that shareholders shall not be permitted, except as required by applicable law, to call a special meeting for the purpose of electing directors or amending this Section 2.3.

**2.4 Notice of Meetings**. Written notice of each shareholders meeting, stating the place, date and time of the meeting and the purposes for which the meeting is called, shall be given (in the manner described in Section 5.1 below) not less than 10 nor more than 60 days before the date of the meeting to each shareholder of record entitled to vote at the meeting. Notice of adjourned meetings is governed by Section 2.7 below.

**2.5 Advance Notice Requirements for Shareholder Proposals and Director Nominees**.

(a) Director Nominations.

(1) Only persons who are nominated in accordance with the procedures set forth in this Section 2.5(a) shall be eligible to serve as directors of the Corporation. Nominations of persons

for election to the Board of Directors may be made at an annual or special meeting of shareholders (i) by or at the direction of the Board of Directors (or any duly authorized committee thereof) (including, without limitation, by making reference to the nominees in the proxy statement delivered to shareholders on behalf of the Board of Directors), or (ii) by any shareholder of the Corporation who was a shareholder of record both at the time of giving of notice provided for in this Section 2.5(a) and at the time of the shareholders meeting, who is entitled to vote at the meeting, who complies with the notice procedures set forth in this Section 2.5(a) and who attends, or whose duly qualified representative attends, the meeting and makes such nomination(s). Unless otherwise provided in the Corporation's articles of incorporation, Section 2.5(a)(1)(ii) shall be the exclusive means for a shareholder to propose or make any nomination of a person or persons for election to the Board to be considered by the shareholders at an annual meeting or special meeting.

(2) Without qualification, for nominations to be made by a shareholder at an annual meeting or, if the Board has first determined that directors are to be elected at a special meeting, at a special meeting, the shareholder must (i) provide Timely Notice thereof in writing and in proper form (as provided in Section 2.5(a)(3)) to the Secretary of the Corporation at the Corporation's principal office and (ii) provide any updates or supplements to such notice at the times and in the form required by Section 2.5(c).

(3) To be in proper form for purposes of this Section 2.5(a), a shareholder's notice must set forth the following information:

(i) as to each person whom the shareholder proposes to nominate for election or reelection as a director (A) all information relating to such proposed nominee that would be required to be set forth in a shareholder's notice pursuant to this Section 2.5 if such proposed nominee were a Proposing Person, (B) all information relating to such proposed nominee that is required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors in a contested election pursuant to Section 14 under the Exchange Act and the rules and regulations thereunder (including such proposed nominee's written consent to being named in the proxy statement as a nominee and to serving as a director if elected), (C) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three years, and any other material relationships, arrangements or understandings between or among any Proposing Person and each proposed nominee, and his or her respective affiliates and associates, (D) the amount of any equity securities beneficially owned (as defined in Rule 13d-3 (or any successor thereof) under the Exchange Act) in any direct competitor of the Corporation or its operating subsidiaries if such ownership by the nominee(s) and the Proposing Persons, in the aggregate, beneficially own 5% or more of the class of equity securities, and (E) an undertaking from each such person to be nominated that, if elected to the Board, they will comply with corporate governance, conflict of interest, confidentiality and stock ownership and trading policies and guidelines of the Corporation that are generally applicable to directors who are not employees of the Corporation;

(ii) as to each Proposing Person, (A) the name and address of such Proposing Person and, as to the shareholder providing the notice, such name and address as they appear on the Corporation's books, (B) a statement describing and quantifying in reasonable detail any

Material Ownership Interests, (C) the amount of any equity securities beneficially owned (as defined in Rule 13d-3 (or any successor thereof) under the Exchange Act) in any direct competitor of the Corporation or its operating subsidiaries if such ownership by the nominee(s) and the Proposing Persons, in the aggregate, beneficially own 5% or more of the class of equity securities, and (D) whether the Proposing Person intends to solicit proxies from shareholders in support of such nominee(s); and

(iii) a representation that the shareholder providing the notice intends to appear in person or by proxy at the meeting to nominate the person named in its notice.

(4) The shareholder providing the notice shall furnish such other information as may reasonably be requested by the Corporation to determine the eligibility of such proposed nominee to serve as an independent director of the Corporation or that could be material to a reasonable shareholder's understanding of the independence or lack of independence of such nominee.

(5) Notwithstanding anything in the Timely Notice requirement in Section 2.5(a)(2) to the contrary, in the event that the number of directors to be elected to the Board is increased and there is no Public Announcement by the Corporation naming all of the nominees for director or, in the alternative, specifying the size of the increased Board at least 100 days prior to the first anniversary of the preceding year's annual meeting of shareholders, a shareholder's notice required by this Section 2.5 shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to or mailed and received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such Public Announcement is first made by the Corporation.

(b) Other Business.

(1) At an annual meeting of shareholders, only such business shall be conducted as shall have been properly brought before the meeting. To be properly brought before an annual meeting, business (except as provided in the next sentence), must be (A) specified in the notice of meeting given by or at the direction of the Board of Directors (or any duly authorized committee thereof), (B) brought before the meeting by or at the direction of the Board of Directors or (C) otherwise properly brought by any shareholder of the Corporation who was a shareholder of record both at the time of giving of notice provided for in this Section and at the time of the annual meeting, who is entitled to vote at the meeting, who complies with the notice procedures set forth in this Section 2.5(b) and who attends, or whose duly qualified representative attends, the meeting and presents such business to the meeting. Except for (i) proposals made in accordance with the procedures and conditions set forth in Rule 14a-8 (or any successor thereof) under the Exchange Act and included in the notice of meeting and proxy statement given by or at the direction of the Board of Directors (or any duly authorized committee thereof), and (ii) director nominations (which shall be governed by Section 2.5(a)), clause (C) of the preceding sentence shall be the exclusive means for a shareholder to propose business to be brought before an annual meeting of shareholders. At a special meeting of shareholders, only such business shall be conducted as shall have been properly brought before the meeting pursuant to the Corporation's notice of meeting and applicable law.

(2) Without qualification, for business to be properly brought before an annual meeting by a shareholder pursuant to this Section 2.5(b), (i) the business must otherwise be a proper matter for shareholder action under applicable law and (ii) the shareholder must (A) provide Timely Notice thereof in writing and in proper form to the Secretary of the Corporation at the Corporation's principal office and (B) provide any updates or supplements to such notice at the times and in the form required by Section 2.5(c).

(3) To be in proper form for purposes of this Section 2.5(b), a shareholder's notice shall set forth the following information:

(i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting (including the text of any resolutions or bylaw amendments proposed for consideration);

(ii) all information relating to such proposed business that is required to be included in a proxy statement or other filings required to be made in connection with solicitations of proxies pursuant to Section 14 under the Exchange Act and the rules and regulations thereunder in connection with the meeting at which such proposed business is to be acted upon;

(iii) a brief description of any material interest in such business of each Proposing Person and a brief description of all agreements, arrangements and understandings between such Proposing Person and any other person or persons (including their names) in connection with the proposal of such business;

(iv) as to each Proposing Person, (A) the name and address of such Proposing Person and, as to the shareholder providing the notice, such name and address as they appear on the Corporation's books, (B) a statement describing and quantifying in reasonable detail any Material Ownership Interests, and (C) whether the Proposing Person intends to solicit proxies from shareholders in support of such business; and

(v) a representation that the shareholder providing the notice intends to appear in person or by proxy at the meeting to propose the business identified in the shareholder's notice.

(c) Requirement to Update Information. A shareholder providing any notice as provided in Section 2.5(a) or (b) shall further update and supplement such notice, if necessary, so that the information provided or required to be provided in such notice pursuant to Section 2.5(a) or 2.5 (b), as applicable, shall be true and correct as of the record date for the meeting and as of the date that is ten (10) business days prior to the meeting date or any adjournment or postponement thereof, and such update and supplement shall be delivered to or otherwise received by the Secretary at the principal executive offices of the Corporation not later than two (2) business days after the record date for the meeting (in the case of the update and supplement required to be made as of the record date) and not later than eight (8) business days prior to the date for the meeting or any adjournment or postponement thereof (in the case of the update and supplement required to be made as of ten (10) business days prior to the meeting or any adjournment or postponement thereof).

(d) Determination of Improperly Brought Nomination or Business. The chairman of the meeting shall, if the facts so warrant, determine and declare to the meeting that one or more

nominations or other business was not properly brought before the meeting in accordance with the provisions of this Section 2.5 and, if the chairman should so determine, the chairman shall so declare to the meeting and any such defective nomination shall be disregarded and any such improperly brought business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation.

(e) Definitions. As used in this Section 2.5, the following terms have the meanings ascribed to them below.

(1) "Exchange Act" means the Securities Exchange Act of 1934, as amended.

(2) "Material Ownership Interests" means (i) the class or series and number of shares of the Corporation which are, directly or indirectly, owned beneficially (as defined in Rule 13d-3 (or any successor thereof) under the Exchange Act) and of record by such Proposing Person, (ii) any option, warrant, convertible security, stock appreciation right, or similar right with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of shares of the Corporation or with a value derived in whole or in part from the value of any class or series of shares of the Corporation (a "Derivative Instrument") directly or indirectly owned beneficially by such Proposing Person, (iii) any proxy, contract, arrangement, understanding, or relationship pursuant to which such Proposing Person has a right to vote any shares of any security of the Corporation, (iv) any short interest beneficially owned or held by such Proposing Person in any security of the Corporation, (v) any rights to dividends on the shares of the Corporation owned beneficially by such Proposing Person that are separated or separable from the underlying shares of the Corporation, (vi) any proportionate interest in shares of the Corporation or Derivative Instruments held, directly or indirectly, by a (A) limited liability company in which the Proposing Person is a member or, directly or indirectly, beneficially owns an interest in a member, or (B) general or limited partnership in which such Proposing Person is a general partner or, directly or indirectly, beneficially owns an interest in a general partner, and (vii) any performance related fees (other than an asset-based fee) to which such Proposing Person is entitled based on any increase or decrease in the value of shares of the Corporation or Derivative Instruments, if any, as of the date of such notice.

(3) "Proposing Person" means (i) the shareholder providing the notice of the nomination or business proposed to be made or presented at the meeting, (ii) the beneficial owner, if different, on whose behalf the nomination or business proposed to be made or presented at the meeting is made, (iii) any affiliate or associate of such beneficial owner (as such terms are defined in Rule 12b-2 (or any successor thereof) under the Exchange Act), and (iv) any other person with whom such shareholder or such beneficial owner (or any of their respective affiliates or associates) is acting in concert.

(4) "Public Announcement" means disclosure in a press release reported by the Dow Jones News Service, Associated Press, Prime Newswire, Marketwire, PR Newswire or comparable news service or in a document furnished to or filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and publicly available.

(5) "Timely Notice." (i) With respect to an annual meeting, a notice is a Timely Notice if it (A) is delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day and not later than the close of business on the 90th day prior to the one-year anniversary of the preceding year's annual meeting, and (B) contains all of the information required to be contained therein by the applicable provisions of this Section 2.5; provided, however, that in the event that the date of the annual meeting is advanced by more than 30 days or delayed by more than 60 days from such anniversary date or if the Corporation did not hold an annual meeting in the preceding fiscal year, notice by the shareholder to be timely must be so delivered not later than the close of business on the 90th day prior to such annual meeting or, if later, the tenth day following the day on which a Public Announcement of the date of such meeting is first made by the Corporation.

(ii) With respect to a special meeting, a notice is a Timely Notice if it (A) is delivered to the Secretary at the principal executive offices of the Corporation not earlier than the close of business on the 120th day prior to such special meeting and not later than the close of business on the later of the 90th day prior to such special meeting or, if later, the tenth day following the day on which a Public Announcement is first made of the date of the special meeting and (B) contains all of the information required to be contained therein by the applicable provisions of this Section 2.5.

(iii) In no event shall the public announcement of a postponement or adjournment of an annual or special meeting to a later date or time commence a new time period for the giving of a shareholder's notice as described above.

(f) Compliance With Applicable Law. Notwithstanding the foregoing provisions of this Section 2.5, a shareholder shall also comply with all applicable requirements of state law and of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth in this Section. Nothing in this Section shall be deemed to affect any rights of (i) shareholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 (or any successor thereof) under the Exchange Act, or (ii) the holders of any series of preferred stock to elect directors pursuant to any applicable provisions of the articles of incorporation.

**2.6 List of Shareholders**. The officer or agent who has charge of the stock transfer books for shares of the Corporation shall make and certify a complete list of the shareholders entitled to vote at a shareholders' meeting or any adjournment of the meeting. The list shall be arranged alphabetically within each class and series and shall show the address of, and the number of shares held by, each shareholder. The list shall be produced at the time and place of the meeting, may be inspected by any shareholder at any time during the meeting and shall be prima facie evidence of which shareholders are entitled to examine the list or vote at the meeting. If the meeting is held solely by means of remote communication, the list shall be open to the examination of any shareholder during the entire meeting by posting the list on a reasonably accessible electronic network, and the information required to access the list shall be provided with the notice of the meeting.

**2.7 Quorum; Adjournment; Attendance by Remote Communication**.

(a) Unless a greater or lesser quorum is required in the Articles of Incorporation or by the laws of the state of Michigan, at all shareholders' meetings, the shareholders present in person or represented by proxy who, as of the record date for the meeting, were holders of shares entitled to cast a majority of the votes at the meeting, shall constitute a quorum. Once a quorum is present at a meeting, all shareholders present in person or represented by proxy at the meeting may continue to do business until adjournment, notwithstanding the withdrawal of enough shareholders to leave less than a quorum. When the holders of a class or series of shares are entitled to vote separately on an item of business, this bylaw applies in determining the presence of a quorum of the class or series for transacting the item of business.

(b) Regardless of whether a quorum is present, a shareholders' meeting may be adjourned to another time and place by (i) a vote of the shares present in person or by proxy without notice other than announcement at the meeting; or (ii) the chairman of the meeting provided, that (x) only such business may be transacted at the adjourned meeting as might have been transacted at the original meeting and (y) if the adjournment is for more than 60 days or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting must be given to each shareholder of record entitled to vote at the meeting.

(c) Subject to any guidelines and procedures adopted by the Board of Directors, shareholders and proxy holders not physically present at a meeting of shareholders may participate in the meeting by means of remote communication (as such term is defined under applicable law), are considered present in person for all relevant purposes, and may vote at the meeting if all of the following conditions are satisfied: (i) the Corporation implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a shareholder or proxy holder, (ii) the Corporation implements reasonable measures to provide each shareholder and proxy holder with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings, and (iii) if any shareholder or proxy holder votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the Corporation. A shareholder or proxy holder may be present and vote at the adjourned meeting by means of remote communication if he or she was permitted to be present and vote by that means of remote communication in the original meeting notice.

**2.8 Voting**. Each shareholder shall at every meeting of the shareholders be entitled to one vote in person or by proxy for each share having voting power held by such shareholder and on each matter submitted to a vote. Votes may be cast orally or in writing, but if more than 25 shareholders of record are entitled to vote, then votes shall be cast in writing signed by the shareholder or the shareholder's proxy. When an action, other than the election of directors, is to be taken by vote of the shareholders, it shall be authorized by a majority of the votes cast by the holders of shares entitled to vote on such action. Abstentions shall not be considered votes cast on such action. Directors shall be elected by a plurality of the votes cast at any election.

**2.9 Proxies**. A shareholder entitled to vote at a meeting of shareholders or to express consent or dissent without a meeting may authorize other persons to act for him or her by proxy. Each proxy shall be in writing and signed by the shareholder or the shareholder's authorized agent or representative or shall be transmitted electronically to the person who will hold the proxy or to

an agent fully authorized by the person who will hold the proxy to receive that transmission and include or be accompanied by information from which it can be determined that the electronic transmission was authorized by the shareholder. A complete copy, fax, or other reliable reproduction of the proxy may be substituted or used in lieu of the original proxy for any purpose for which the original could be used. A proxy shall not be valid after the expiration of three years from its date unless otherwise provided in the proxy. A proxy is revocable at the pleasure of the shareholder executing it except as otherwise provided by the laws of the state of Michigan.

**2.10 Questions Concerning Elections**. The Board of Directors may, in advance of the meeting, or the chairman of the meeting may, at the meeting, appoint one or more inspectors to act at a shareholders' meeting or any adjournment thereof. If appointed, the inspectors shall determine the number of shares outstanding and the voting power of each, the shares represented at the meeting, the existence of a quorum, the validity and effect of proxies, and shall receive votes, ballots or consents, hear and determine challenges and questions arising in connection with the right to vote, count and tabulate votes, ballots or consents, determine the result, and do such acts as are proper to conduct the election or vote with fairness to all shareholders. On request of the chairman of the meeting, the inspectors shall make and execute a written report to the chairman of the meeting of any of the facts found by them and matters determined by them. The report shall be prima facie evidence of the facts stated and of the vote as certified by the inspectors.

**2.11 Conduct of Meeting**. At each meeting of shareholders, a chairman shall preside. In the absence of a specific selection by the board of directors, the chairman shall be the Chairperson of the Board of Directors as provided in Section 4.7. The chairman shall determine the order of business and shall have the authority to establish rules for the conduct of the meeting which are fair to shareholders. The chairman of the meeting shall announce at the meeting when the polls close for each matter voted upon. If no announcement is made, the polls shall be deemed to have closed upon the final adjournment of the meeting. After the polls close, no ballots, proxies or votes, nor any revocations or changes thereto may be accepted. If participation is permitted by remote communication, the names of the participants in the meeting shall be divulged to all participants. The chairman of the meeting shall appoint a person to act as secretary of the meeting, which person may be the Secretary of the Corporation or any other person.

## ARTICLE III
## DIRECTORS

**3.1 Number and Residence**. The business and affairs of the Corporation shall be managed by or under the direction of a Board of Directors consisting of not less than three nor more than fifteen members. The number of directors shall be determined from time to time by a resolution adopted by an affirmative vote of the entire Board of Directors. Directors need not be Michigan residents or shareholders of the Corporation.

**3.2 Classes, Election and Term**. The directors shall be divided into three classes, designated Class I, Class II and Class III. Each class shall consist, as nearly as may be possible, of one-third of the total number of directors constituting the entire Board of Directors. When this Section 3.2 becomes first effective, the term of office of Class I directors shall end on the first annual stockholders' meeting after their election; the term of office of Class II directors

shall end on the second annual stockholders' meeting after their election; and the term of office of Class III directors shall end on the third annual stockholders' meeting after their election. At each annual meeting thereafter, a number of directors equal to the number of the class whose term expires at the time of the meeting shall be elected to hold office for a term that shall expire on the third succeeding annual meeting.

If the number of directors is changed, any increase or decrease shall be apportioned among the classes of directors so as to maintain the number of directors in each class as nearly equal as possible, but in no case will a decrease in the number of directors shorten the term of any incumbent director. When the number of directors is increased by the Board of Directors and any newly created directorships are filled by the Board, the additional directors shall be classified as provided by the Board of Directors.

Notwithstanding the foregoing, whenever the holders of any one or more classes of preferred stock or series thereof issued by the Corporation shall have the right, voting separately by class or series, to elect directors at an annual or special meeting of shareholders, the election, term of office, filling of vacancies and other features of such directorship shall be governed by the terms of these Bylaws applicable thereto, except that such directors so elected shall not be divided into classes pursuant to this Article.

**3.3 Resignation**. A director may resign by written notice to the Corporation. A director's resignation is effective upon its receipt by the Corporation or a later time set forth in the notice of resignation.

**3.4 Removal**. One or more directors may be removed only for cause by vote of the holders of a majority of the shares entitled to vote at an election of directors.

**3.5 Vacancies**. A director shall hold office until the meeting for the year in which his or her term expires and until his or her successor shall be elected and shall qualify, subject, however, to prior death, resignation, retirement, disqualification or removal from office. Vacancies, including vacancies resulting from an increase in the number of directors, may be filled by the Board of Directors, by the affirmative vote of a majority of all the directors remaining in office. If the number of directors then in office is less than a quorum, such newly created directorships and vacancies may be filled by a majority of the directors then in office, although less than a quorum, or by the sole remaining director. A director elected by the Board of Directors to fill a vacancy shall hold office until the next election of the class for which the director shall have been chosen and until his or her successor shall be elected and shall qualify.

**3.6 Place of Meetings**. The Board of Directors may hold meetings at any location. The location of annual and regular Board of Directors' meetings shall be determined by the Board and the location of special meetings shall be determined by the person calling the meeting.

**3.7 Annual Meetings**. Each newly elected Board of Directors may meet promptly after the annual shareholders' meeting for the purposes of electing officers and transacting such other business as may properly come before the meeting. No notice of the annual directors' meeting shall be necessary to the newly elected directors in order to legally constitute the meeting, provided a quorum is present.

**3.8 Regular Meetings**. Regular meetings of the Board of Directors or Board committees may be held without notice at such places and times as the Board or committee determines at least 30 days before the date of the meeting.

**3.9 Special Meetings**. Special meetings of the Board of Directors may be called by the chief executive officer, and shall be called by the President or Secretary upon the written request of two directors, on two days notice to each director or committee member by mail or 24 hours notice by any other means provided in Section 5.1. The notice must specify the place, date and time of the special meeting, but need not specify the business to be transacted at, nor the purpose of, the meeting. Special meetings of Board committees may be called by the Chairperson of the committee or a majority of committee members pursuant to this Section 3.9.

**3.10 Quorum**. At all meetings of the Board or a Board committee, a majority of the directors then in office, or of members of such committee, constitutes a quorum for transaction of business, unless a higher number is otherwise required by the Articles of Incorporation, these Bylaws or the Board resolution establishing such Board committee. If a quorum is not present at any Board or Board committee meeting, a majority of the directors present at the meeting may adjourn the meeting to another time and place without notice other than announcement at the meeting. Any business may be transacted at the adjourned meeting which might have been transacted at the original meeting, provided a quorum is present.

**3.11 Voting**. The vote of a majority of the members present at any Board or Board committee meeting at which a quorum is present constitutes the action of the Board of Directors or of the Board committee, unless a higher vote is otherwise required by the Michigan Business Corporation Act, the Articles of Incorporation, these Bylaws, or the Board resolution establishing the Board committee.

**3.12 Telephonic Participation**. Members of the Board of Directors or any Board committee may participate in a Board or Board committee meeting by means of conference telephone or similar communications equipment through which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section 3.12 constitutes presence in person at such meeting.

**3.13 Action by Written Consent**. Any action required or permitted to be taken under authorization voted at a Board or Board committee meeting may be taken without a meeting if, before or after the action, all members of the Board then in office or of the Board committee consent to the action in writing. Such consents shall be filed with the minutes of the proceedings of the Board or committee and shall have the same effect as a vote of the Board or committee for all purposes.

**3.14 Additional Committees**. The Board of Directors may, by resolution passed by a majority of the directors then in office, designate one or more committees, each consisting of one or more directors. The Board may designate one or more directors as alternate members of a committee, who may replace an absent or disqualified member at a committee meeting. In the absence or disqualification of a member of a committee, the committee members present and not disqualified from voting, regardless of whether they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of such absent or

disqualified member. Any committee, to the extent provided in the resolution of the Board, may exercise all powers and authority of the Board of Directors in management of the business and affairs of the Corporation, except a committee does not have power or authority to:

(a) Amend the Articles of Incorporation.

(b) Adopt an agreement of merger or share exchange.

(c) Recommend to shareholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets.

(d) Recommend to shareholders a dissolution of the Corporation or a revocation of a dissolution.

(e) Amend the Bylaws of the Corporation.

(f) Unless the resolution designating the committee or a later Board of Director's resolution expressly so provides, declare a distribution or dividend or authorize the issuance of shares.

Each committee and its members shall serve at the pleasure of the Board, which may at any time change the members and powers of, or discharge, the committee. Each committee shall keep regular minutes of its meetings and report them to the Board of Directors when required.

**3.15 Compensation**. The Board, by affirmative vote of a majority of directors in office and irrespective of any personal interest of any of them, may establish reasonable compensation of directors for services to the Corporation as directors, officers or members of a Board committee. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation for such service.

**3.16 Amendment**. This Article III may not be amended by less than unanimous written consent of shareholders, and may only be amended by the affirmative vote of a majority of the shares entitled to vote thereon, in addition to the vote otherwise required by the Michigan Business Corporation Act.

## ARTICLE IV
## OFFICERS

**4.1 Officers and Agents**. The Board of Directors shall appoint a President, a Secretary and a Treasurer, and may also elect and designate as officers a Chairperson of the Board, a Vice Chairperson of the Board and one or more Executive Vice Presidents, Vice Presidents, Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers. The Board of Directors may also from time to time appoint, or delegate authority to the Corporation's chief executive officer to appoint, such other officers and agents as it deems advisable. Any number of offices may be held by the same person, but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law to be executed, acknowledged or verified by two or more officers. An officer has such authority and shall perform such duties in the management of the Corporation as provided in these Bylaws, or as may be determined by

resolution of the Board of Directors not inconsistent with these Bylaws, and as generally pertain to their offices, subject to the control of the Board of Directors.

**4.2 Compensation**. The compensation of all officers of the Corporation shall be fixed by the Board of Directors (or a designated committee thereof).

**4.3 Term**. Each officer of the Corporation shall hold office for the term for which he or she is elected or appointed and until his or her successor is elected or appointed and qualified, or until his or her resignation or removal. The election or appointment of an officer does not, by itself, create contract rights.

**4.4 Removal**. An officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors with or without cause. The removal of an officer shall be without prejudice to his or her contract rights, if any.

**4.5 Resignation**. An officer may resign by written notice to the Corporation. The resignation is effective upon its receipt by the Corporation or at a subsequent time specified in the notice of resignation.

**4.6 Vacancies**. Any vacancy occurring in any office of the Corporation shall be filled by the Board of Directors.

**4.7 Chairperson of the Board**. The Chairperson of the Board, if such office is filled, shall be a director and shall preside at all shareholders' and Board of Directors' meetings at which the Chairperson is present unless otherwise determined by the Board of Directors pursuant to Section 2.11. If the office of Chairperson of the Board is not filled, the Board shall select another independent director to perform the duties and execute the authority of the Chairperson of the Board.

**4.8 Chief Executive Officer**. The chief executive officer of the Corporation shall have the general powers of supervision and management of the business and affairs of the Corporation usually vested in the chief executive officer of a corporation and shall see that all orders and resolutions of the Board of Directors are carried into effect. If no designation of chief executive officer is made, the President shall be the chief executive officer. The chief executive officer may delegate to the other officers such of his or her authority and duties at such time and in such manner as he or she deems advisable.

**4.9 President**. The President shall be the chief operating officer of the Corporation. The President may delegate to the officers other than the chief executive officer or Chairperson of the Board, if any, such of his or her authority and duties at such time and in such manner as he or she deems appropriate.

**4.10 Executive Vice Presidents and Vice Presidents**. The Executive Vice Presidents and Vice Presidents shall assist and act under the direction of the Corporation's chief executive officer, unless otherwise determined by the Board of Directors or the chief executive officer. The Board of Directors may designate one or more Executive Vice Presidents and may grant other Vice Presidents titles which describe their functions or specify their order of seniority. In the absence or disability of the President, the authority of the President shall descend to the

Executive Vice Presidents or, if there are none, to the Vice Presidents in the order of seniority indicated by their titles or otherwise specified by the Board. If not specified by their titles or the Board, the authority of the President shall descend to the Executive Vice Presidents or, if there are none, to the Vice Presidents, in the order of their seniority in such office.

**4.11 Secretary**. The Secretary shall act under the direction of the Corporation's chief executive officer and President. The Secretary shall attend all shareholders' and Board of Directors' meetings, record minutes of the proceedings and maintain the minutes and all documents evidencing corporate action taken by written consent of the shareholders and Board of Directors in the Corporation's minute books. The Secretary shall perform these duties for Board committees when required. The Secretary shall see to it that all notices of shareholders' meetings and special Board of Directors' meetings are duly given in accordance with applicable law, the Articles of Incorporation and these Bylaws. The Secretary shall have custody of the Corporation's seal and, when authorized by the Corporation's chief executive officer, President or the Board of Directors, shall affix the seal to any instrument requiring it and attest such instrument.

**4.12 Treasurer**. The Treasurer shall act under the direction of the Corporation's chief executive officer and President. The Treasurer shall have custody of the corporate funds and securities and shall keep full and accurate accounts of the Corporation's assets, liabilities, receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Corporation's chief executive officer, the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Corporation's chief executive officer, the President and the Board of Directors (at its regular meetings or whenever they request it) an account of all his or her transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his or her duties in such amount and with such surety as the Board prescribes.

**4.13 Assistant Vice Presidents, Secretaries and Treasurers**. The Assistant Vice Presidents, Assistant Secretaries and Assistant Treasurers, if any, shall act under the direction of the Corporation's chief executive officer, the President and the officer they assist. In the order of their seniority, the Assistant Secretaries shall, in the absence or disability of the Secretary, perform the duties and exercise the authority of the Secretary. The Assistant Treasurers, in the order of their seniority, shall, in the absence or disability of the Treasurer, perform the duties and exercise the authority of the Treasurer.

**4.14 Execution of Contracts and Instruments**. The Board of Directors may designate an officer or agent with authority to execute any contract or other instrument on the Corporation's behalf; the Board may also ratify or confirm any such execution. If the Board authorizes, ratifies or confirms the execution of a contract or instrument without specifying the authorized executing officer or agent, the Corporation's chief executive officer, the President, any Executive Vice President or Vice President or the Treasurer may execute the contract or instrument in the name and on behalf of the Corporation and may affix the corporate seal to such document or instrument.

**4.15 Voting of Shares and Securities of Other Corporations and Entities**. Unless the Board of Directors otherwise directs, the Corporation's chief executive officer shall be entitled to vote or designate a proxy to vote all shares and other securities which the Corporation owns in any other corporation or entity.

## ARTICLE V
## NOTICES AND WAIVERS OF NOTICE

**5.1 Delivery of Notices**. All written notices to shareholders, directors and Board committee members shall be given personally or by mail (registered, certified or other first class mail, with postage pre-paid), addressed to such person at the address designated by him or her for that purpose or, if none is designated, at his or her last known address. Written notices to directors or Board committee members may also be delivered at his or her office on the Corporation's premises, if any, or by overnight carrier, telegram, telex, telecopy, radiogram, cablegram, facsimile, computer transmission or other electronic transmission (as such term is defined under applicable law), addressed to the address referred to in the preceding sentence. Notices given pursuant to this Section 5.1 shall be deemed to be given when dispatched, or, if mailed, when deposited in a post office or official depository under the exclusive care and custody of the United States postal service. Notices given by overnight carrier shall be deemed "dispatched" at 9:00 a.m. on the day the overnight carrier is reasonably requested to deliver the notice. Telephonic notice may be given for special meetings of the Board of Directors or any Board committee. The Corporation shall have no duty to change the written address of any director, Board committee member or shareholder unless the Secretary receives written notice of such address change. If the Corporation is required or permitted to provide shareholders with a written notice, report, statement or communication, the Corporation may deliver to all shareholders sharing a common address one shared copy of it to the common address if: (i) the Corporation addresses the notice, report, statement or communication to the shareholders who share the common address in any form to which any of such shareholders have not objected, (ii) at least 60 days before the first delivery of any delivery to a common address, the Corporation gives notice to the shareholders who share that common address that it intends to provide only one shared copy of notices, reports, statements and other communications to shareholders that share a common address, and (iii) the Corporation has not received a written objection from any shareholder that shares a common address to deliveries to that shareholder in the manner provided in this sentence. If such an objection is received, the objecting shareholder shall be provided separate copies of notices, reports, statements and other communications beginning 30 days after the Corporation's receipt of such objection, but may deliver one shared copy of notices, reports, statements and other communications to the other shareholders at the common address who have not objected.

**5.2 Waiver of Notice**. Action may be taken without a required notice and without lapse of a prescribed period of time, if at any time before or after the action is completed the person entitled to notice or to participate in the action to be taken or, in the case of a shareholder, his or her attorney- in-fact, submits a signed waiver of the requirements either before or after the meeting, or if such requirements are waived in such other manner as may be permitted by applicable law. Neither the business to be transacted at, nor the purpose of, the meeting need be specified in the written waiver of notice. Attendance at any shareholders' meeting (in person or by proxy) will result in both of the following:

(a) Waiver of objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

(b) Waiver of objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

A director's attendance at or participation in any Board or Board committee meeting waives any required notice to him or her of the meeting unless he or she, at the beginning of the meeting or upon his or her arrival, objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting.

**5.3 Subcommittees**. Any committee established by the Board of Directors pursuant to Section 3.14 may create one or more subcommittees. Each subcommittee shall consist of one or more members of the committee. The committee may delegate all or part of its power or authority to a subcommittee. All references in these Bylaws to "committee" shall be deemed also to refer to subcommittees.

## ARTICLE VI
## SHARE CERTIFICATES AND SHAREHOLDERS OF RECORD

**6.1 Certificates for Shares**. The shares of the Corporation shall be represented by certificates signed by the Chairperson of the Board, Vice- chairperson of the Board, President or a Vice-president. The certificates also may be signed by another officer of the Corporation. The officers' signatures may be facsimiles if the certificate is countersigned by a transfer agent or registered by a registrar other than the Corporation or its employee. If any officer who has signed or whose facsimile signature has been placed upon a certificate ceases to be such officer before the certificate is issued, it may be issued by the Corporation with the same effect as if the person were such officer at the date of issue. Notwithstanding the foregoing, the Corporation may issue some or all of the shares without certificates to the fullest extent permitted by law. Within a reasonable time after the issuance or transfer of shares without certificates, the Corporation shall send the shareholder a written statement of the information required on certificates by applicable law.

**6.2 Lost or Destroyed Certificates**. The Board of Directors may direct or authorize an officer to direct that a new certificate for shares be issued in place of any certificate alleged to have been lost or destroyed. When authorizing such issue of a new certificate, the Board of Directors or officer may, in its discretion and as a condition precedent to the issuance thereof, require the owner (or the owner's legal representative) of such lost or destroyed certificate to give the Corporation an affidavit claiming that the certificate is lost or destroyed or a bond in such sum as it may direct as indemnity against any claim that may be made against the Corporation with respect to such old or new certificate.

**6.3 Transfer of Shares**. Certificated shares of the Corporation are transferable only on the Corporation's stock transfer books upon surrender to the Corporation or its transfer agent of a certificate for the shares, duly endorsed for transfer, and the presentation of such evidence of

ownership and validity of the transfer as the Corporation requires. Transfers of uncertificated shares shall be made by such written instrument as the Board of Directors shall from time to time specify, and such proof of the authenticity of the signature as the Corporation or its agents may reasonably require.

**6.4 Record Date**. The Board of Directors may fix, in advance, a date as the record date for determining shareholders for any purpose, including without limitation determining shareholders entitled to (a) notice of, and to vote at, any shareholders' meeting or any adjournment of such meeting; (b) express consent to, or dissent from, a proposal without a meeting; or (c) receive payment of a dividend or distribution or allotment of a right. The record date shall not be more than 60 nor less than 10 days before the date of the meeting, nor more than 10 days after the Board resolution fixing a record date for determining shareholders entitled to express consent to, or dissent from, a proposal without a meeting, nor more than 60 days before any other action.

If a record date is not fixed:

(a) the record date for determining the shareholders entitled to notice of, or to vote at, a shareholders' meeting shall be the close of business on the day next preceding the day on which notice of the meeting is given, or, if no notice is given, the close of business on the day next preceding the day on which the meeting is held; and

(b) if prior action by the Board of Directors is not required with respect to the corporate action to be taken without a meeting, the record date for determining shareholders entitled to express consent to, or dissent from, a proposal without a meeting, shall be the first date on which a signed written consent is properly delivered to the Corporation; and

(c) the record date for determining shareholders for any other purpose shall be the close of business on the day on which the resolution of the Board of Directors relating to the action is adopted.

A determination of shareholders of record entitled to notice of, or to vote at, a shareholders' meeting shall apply to any adjournment of the meeting, unless the Board of Directors fixes a new record date for the adjourned meeting Only shareholders of record on the record date shall be entitled to notice of, or to participate in, the action to which the record date relates, notwithstanding any transfer of shares on the Corporation's books after the record date. This Section 6.4 shall not affect the rights of a shareholder and the shareholder's transferor or transferee as between themselves.

**6.5 Registered Shareholders**. The Corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of a share for all purposes, including notices, voting, consents, dividends and distributions, and shall not be bound to recognize any other person's equitable or other claim to interest in such share, regardless of whether it has actual or constructive notice of such claim or interest, except as expressly required by applicable law.

**ARTICLE VII**
**INDEMNIFICATION**

**7.1 Mandatory Indemnification; Advance Expenses**. The Corporation shall, to the fullest extent authorized or permitted by the Michigan Business Corporation Act ("MBCA"), (a) indemnify any person, and his or her heirs, personal representatives, executors, administrators and legal representatives, who was, is, or is threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigative), including any appeal, by reason of the fact that such person is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, member, partner, trustee, employee, fiduciary or agent of another foreign or domestic corporation, partnership, limited liability company, joint venture, trust, or other enterprise, including service with respect to employee benefit plans or public service or charitable organizations, against expenses (including actual and reasonable attorney fees and disbursements), judgments, (other than in an action by or in the right of the Corporation), penalties, fines, excise taxes and amounts paid in settlement actually and incurred by him or her in connection with such action, suit, or proceeding (collectively, "Covered Matters"); and (b) pay or reimburse the reasonable expenses incurred by such person and his or her heirs, executors, administrators and legal representatives in connection with any Covered Matter in advance of final disposition of such Covered Matter if, in the case of this clause (b), the person furnishes the Corporation a written undertaking executed personally, or on his or her belief, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct, if any, required by the MBCA for the indemnification of the person under the circumstances.

**7.2 Permissive Indemnification**. The Corporation may provide such other indemnification to directors, officers, employees and agents by insurance, contract or otherwise as is permitted by law and authorized by the Board of Directors.

**7.3 Nonexclusivity**. The indemnification or advancement of expenses provided under this Article VII is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under any other arrangement with the Corporation. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses.

**7.4 Contract Right**. The rights conferred in this Article VII shall be contract rights and shall apply to services of a director or officer as an employee or agent of the Corporation as well as in the person's capacity as a director or officer. No amendment or repeal of Article VII shall apply to or have any effect on any director or officer of the Corporation for or with respect to any acts or omissions of the director or officer occurring before the amendment or repeal.

**7.5 Enforcement of Rights**. Any determination with respect to indemnification or payment in advance of final disposition under this Article VII shall be made promptly, and in any event within 30 days, after written request to the Corporation by the person seeking such indemnification or payment. If it is determined that such indemnification or payment is proper and if such indemnification or payment is authorized (to the extent such determination or authorization are required), then such indemnification or payment in advance of final disposition

under this Article VII shall be made promptly, and in any event within 30 days after such determination has been made, such authorization that may be required has been given and any conditions precedent to such indemnification or payment set forth in this Article VII, the Articles of Incorporation or applicable law have been satisfied. The rights granted by this Article VII shall be enforceable by such person in any court of competent jurisdiction.

## ARTICLE VIII
## GENERAL PROVISIONS

**8.1** **Checks and Funds**. All checks, drafts or demands for money and notes of the Corporation must be signed by such officer or officers or such other person or persons as the Board of Directors from time to time designates. All funds of the Corporation not otherwise employed shall be deposited or used as the Board of Directors from time to time designates.

**8.2** **Fiscal Year**. The fiscal year of the Corporation shall end on such date as the Board of Directors from time to time determines.

**8.3** **Corporate Seal**. The Board of Directors may adopt a corporate seal for the Corporation. The corporate seal, if adopted, shall be circular and contain the name of the Corporation and the words "Corporate Seal Michigan". The seal may be used by causing it or a facsimile of it to be impressed, affixed, reproduced or otherwise. Documents otherwise properly executed on behalf of the Corporation shall be valid and binding upon the Corporation without a seal, whether or not one is adopted by the Board of Directors.

**8.4** **Books and Records**. The Corporation shall keep within or outside of Michigan books and records of account and minutes of the proceedings of its shareholders, Board of Directors and Board committees, if any. The Corporation shall keep at its registered office or at the office of its transfer agent within or outside of Michigan records containing the names and addresses of all shareholders, the number, class and series of shares held by each and the dates when they respectively became recordholders of shares. Any of such books, records or minutes may be in written form or in any other form capable of being converted into written form within a reasonable time.

**8.5** **Control Share Acquisitions**. Chapter 7B of the MBCA shall not apply to control share acquisitions of shares of the Corporation.

## ARTICLE IX
## AMENDMENTS

These Bylaws may be amended or repealed, or new Bylaws may be adopted, by action of either the shareholders or a majority of the Board of Directors then in office. The Articles of Incorporation or these Bylaws may from time to time specify particular provisions of the Bylaws which may not be altered or repealed by the Board of Directors.

**ARTICLE X**
**SCOPE OF BYLAWS**

These Bylaws govern the regulation and management of the affairs of the Corporation to the extent that they are consistent with applicable law and the Articles of Incorporation; to the extent they are not consistent, applicable law and the Articles of Incorporation shall govern.

**Exhibit 10.73**

***Execution Version***


March 7, 2018

Richmond Brothers, Inc.
3568 Wildwood Ave.
Jackson, Michigan 49202
Attn: David Richmond, Chairman

Re: Mutual Agreement on Corporate Governance Matters

Dear Mr. Richmond:

To avoid another costly and distracting proxy contest with the Richmond Group (as defined in that certain Settlement and Standstill Agreement, dated November 22, 2017 (the "Standstill Agreement"), by and between our Company, on the one hand, and the persons identified on Appendix A thereto as the "Richmond Group" and the "Ravich Group," on the other), this letter agreement will memorialize our mutual agreement on the corporate governance and Board of Directors (the "Board") matters set forth below. As you are aware, another proxy contest could potentially interfere with our ability to execute our strategic plan; give rise to perceived uncertainties as to our future direction; adversely impact our lobbying efforts; adversely affect our relationships with customers and suppliers; result in the loss of potential business opportunities; and make it more difficult to attract and retain qualified personnel. Therefore, in light of the foregoing and our Board's continuing desire to identify mutually agreeable director candidates who can help us to increase our shareholder value, we mutually agree as follows:

- By March 7, 2018, our Board will increase the size of our Board to eight directors and will appoint (i) Benjamin Wolin as the lead independent director of our Board and as a Class I director to serve for a term expiring at our 2019 Annual Meeting of Shareholders and (ii) Lisa Colleran as a Class II director to serve for a term expiring at our 2020 Annual Meeting of Shareholders.
- In connection with our 2018 Annual Meeting of Shareholders (the "2018 Meeting"), we and/or you, as applicable, agree as follows:
    - Our Board will act to schedule our 2018 Meeting to be held no later than June 22, 2018.
    - Patrick J. Bagley will not stand for re-election at our 2018 Meeting.
    - Our Board will propose that our shareholders vote to destagger our Board at the 2018 Meeting so that, if approved by our shareholders at the 2018 Meeting, starting at the 2018 Meeting, directors elected to succeed those directors whose terms then expire shall be elected for a term expiring at the next annual meeting of shareholders (the "Declassification Proposal"). As a result, if approved by our shareholders, all directors will be elected annually beginning with the election of directors at our Company's 2020

Annual Meeting of Shareholders. However, we will use our best efforts to request that each current director of the Board irrevocably commits to tender his/her resignation following the 2018 Meeting if he/she is a member of the Board at that time and then each such director will subsequently be reappointed to the Board by the remaining members of the Board so as to serve until the 2019 Annual Meeting of Shareholders. If all directors tender their resignations as described above, then beginning at the Company's 2019 Annual Meeting of Shareholders, all directors will be elected for one-year terms.

- Our Board will nominate Robert L. Chioini as the only Board-nominated candidate for election by our shareholders at the 2018 Meeting. If the Declassification Proposal is approved, he would stand for a one-year term, but if it is not approved, he would stand for election as a Class III director to serve for a term expiring at our 2021 Annual Meeting of Shareholders.
- At our 2018 Meeting, the Richmond Group will vote (a) "FOR" the election of Mr. Chioini and (b) "FOR" the Rockwell Medical, Inc. 2018 Long Term Incentive Plan (in the form approved by the Board on January 29, 2018 (the "2018 Plan")), provided that either Institutional Shareholder Services or Glass, Lewis & Co. recommend that our shareholders vote "FOR" the 2018 Plan.
- To the extent that Richmond Brothers, Inc. ("RBI") and/or David S. Richmond ("Richmond") do not have the legal authority to vote any of the common stock of our Company owned by RBI's clients, both RBI and Richmond agree that they will recommend to RBI's clients that they vote their Company common stock at the 2018 Meeting (a) "FOR" the election of Mr. Chioini and (b) "FOR" the 2018 Plan, provided that either Institutional Shareholder Services or Glass, Lewis & Co. recommend that our shareholders vote "FOR" the 2018 Plan.
- The Board will not nominate any other director nominees at the 2018 Meeting and no member of the Board, acting as a shareholder, will directly or indirectly otherwise nominate, or encourage or assist any other shareholders to nominate, any other director candidate for election at the 2018 Meeting.

- By March 7, 2018, the Company will enter into executive employment agreements with Robert L. Chioini, Thomas E. Klema and Raymond D. Pratt, in each case, on terms and conditions (including terms customarily included in such types of executive employment agreements for similar types of public companies, and with compensation and benefit arrangements no less favorable to such executives as are currently in effect) as mutually determined and agreed to between such executives and the Board.
- Promptly after March 7, 2018, the Company will reimburse you for your reasonable and documented third-party expenses actually incurred in connection with the Litigation (as defined in the Standstill Agreement), the proxy contest by the Richmond Group and the Ravich Group related to the 2017 Annual Meeting of Shareholders and otherwise incurred in connection with your investment in the Company after the termination of the Covered Period (as defined in the Standstill Agreement) until the date hereof, in an aggregate amount not to exceed $428,000.

- If the Company complies with the provisions of this letter by March 7, 2018, then you hereby withdraw your proposal to separately nominate any directors for election at our 2018 Meeting and you will not directly or indirectly make any separate proposal (nor will you encourage or assist others to do so) for shareholder consideration at our 2018 Meeting and you will comply with the voting restrictions set forth herein concerning the 2018 Meeting.

Please countersign this letter agreement to reflect your agreement with the terms above and return to us.

Respectfully,

/s/ Robert L. Chioini
Robert L. Chioini
Chairman and Chief Executive Officer

AGREED AND ACCEPTED AS OF THE DATE HEREOF:

RICHMOND BROTHERS, INC.

By: /s/ David S. Richmond
David S. Richmond
Chairman

/s/ David S. Richmond
David S. Richmond, Personally

**Exhibit 10.74**

***Execution Version***

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of March 7, 2018, by and between Rockwell Medical, Inc., a Michigan corporation (the "Company"), and Robert L. Chioini ("Executive"), subject to the terms and conditions defined in this Agreement.

WHEREAS, the Company and Executive desire that Executive continue to be employed by the Company to act as the Company's President and Chief Executive Officer, subject to the terms and conditions set forth in this Agreement. Executive's employment shall also be subject to such policies and procedures as the Company may from time to time implement;

NOW, THEREFORE, in consideration of the covenants contained herein, and for other valuable consideration, the Company and Executive hereby agree as follows:

1. Certain Definitions. Certain definitions used herein shall have the meanings set forth on Exhibit A attached hereto.

2. Term of the Agreement. The term ("Term") of this Agreement shall commence on the date first above written and shall continue for an initial term of 24 months or until terminated as provided in Section 7 hereof. Following the expiration of the initial Term, the Term will automatically be renewed for successive 12-month periods upon the expiration date of the initial Term and on each anniversary date of the expiration date of the initial Term, unless either party delivers to the other party a written notice of non-renewal at least 90 days in advance of the upcoming expiration date. Upon the occurrence of a Change of Control during the Term of this Agreement, including any amendments hereto, this Agreement shall automatically be extended until the end of the Effective Period. On the date of termination of employment, Executive acknowledges that he shall immediately be deemed to have resigned all employment and related job duties and responsibilities with the Company, including, without limitation any and all positions on any committees or boards of the Company or any affiliated company; provided, however, that nothing in this sentence shall be deemed to be a resignation without Good Reason or cause for Executive's termination for Cause. Executive agrees to sign all reasonable documentation evidencing the foregoing as may be presented to Executive for signature by the Company.

3. Executive's Duties and Obligations.

(a) Duties. Executive shall serve as the Company's President and Chief Executive Officer. Executive shall (i) report solely to the Board of Directors of the Company (the "Board"); (ii) be the most senior executive officer of the Company; (iii) have all other executives and employees report to him (directly and indirectly); (iv) be responsible for the general management and affairs of the Company, including but not limited to decisions regarding the strategic direction of its products and services (with the approval of the Board) and the hiring, promotion, firing and compensation of its non-officer employees; and (v) have such other duties, responsibilities and authorities as are customarily associated with the position of chief executive officer of a company of the size and nature of the Company, and such additional duties and responsibilities consistent with his position as may, from time to time, be assigned to him by the Board.

(b) Location of Employment. Executive's principal place of business shall be at the Company's headquarters in Wixom, Michigan. In addition, Executive acknowledges and agrees that the performance by Executive of Executive's duties shall require frequent travel including, without limitation, overseas travel from time to time.

(c) Confidential Information and Inventions Matters. In consideration of the covenants contained herein, Executive has executed and agrees to be bound by the Company's form of Employee Confidentiality, Assignment of Inventions, Non-Interference and Non-Competition Agreement (the "Confidentiality Agreement"), a form of which is attached to this Agreement as Exhibit B. Executive shall comply at all times with the terms and conditions of the Confidentiality Agreement and all other reasonable policies of the Company governing its confidential and proprietary information.

4. Devotion of Time to Company's Business.

(a) Full-Time Efforts. During Executive's employment with the Company, Executive shall devote substantially all of Executive's time, attention and efforts to the proper performance of Executive's implicit and explicit duties and obligations hereunder to the reasonable satisfaction of the Company.

(b) No Other Employment. During Executive's employment with the Company, Executive shall not, except as otherwise provided herein, directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Board; provided, however, that it shall not be a violation or breach of this Agreement for Executive to (i) accept speaking or presentation engagements in exchange for honoraria; (ii) serve on boards of charitable organizations or participate in charitable, educational, religious or civic activities; (iii) attend to his and his family's personal affairs; or (iv) own no more than one percent (1%) of the outstanding equity securities of a corporation whose stock is listed on a national stock exchange, so long as such activities are not adverse to the Company's interests and do not materially interfere with the performance of Executive's duties hereunder.

(c) Non-Competition During and After Employment. During the Term and for 12 months from the Date of Termination, Executive shall not, directly or indirectly, without the prior written consent of the Company, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity compete with the Company in the business of developing or commercializing (i) drug products, drug therapies and concentrates/dialysates that target end-stage renal disease and chronic kidney disease resulting in the treatment of iron deficiency, secondary hyperparathyroidism and hemodialysis or (ii) any product or process developed and commercialized, or under development, in whole or in part, by the Company during Executive's employment. During the Term and for 12 months from the Date of Termination, Executive shall not solicit, encourage, induce or endeavor to entice away from the Company, or otherwise interfere with the relationship of the Company with, any person who is employed or engaged by the Company as an employee, consultant or independent contractor or who was so employed or engaged at any time during the six (6) months preceding the Date of Termination; provided, that nothing herein shall prevent Executive from engaging in discussions regarding employment, or

employing, any such employee, consultant or independent contractor (i) if such person shall voluntarily initiate such discussions without any such solicitation, encouragement, enticement or inducement prior thereto on the part of Executive or (ii) if such discussions shall be held as a result of, or any employment shall be the result of, the response by any such person to a written employment advertisement placed in a publication of general circulation, general solicitation conducted by executive search firms, employment agencies or other general employment services, not directed specifically at any such employee, consultant or independent contractor.

(d) Injunctive Relief. In the event that Executive breaches any provisions of Section 4(c) or of the Confidentiality Agreement or there is a threatened breach thereof, then, in addition to any other rights which the Company may have, the Company shall be entitled, without the posting of a bond or other security, to injunctive relief to enforce the restrictions contained therein. In the event that an actual proceeding is brought in equity to enforce the provisions of Section 4(c) or the Confidentiality Agreement, Executive shall not urge as a defense that there is an adequate remedy at law nor shall the Company be prevented from seeking any other remedies which may be available.

(e) Reformation. To the extent that the restrictions imposed by Section 4(c) are interpreted by any court to be unreasonable in geographic and/or temporal scope, such restrictions shall be deemed automatically reduced to the extent necessary to coincide with the maximum geographic and/or temporal restrictions deemed by such court not to be unreasonable.

5. Compensation and Benefits.

(a) Base Compensation. During the Term, the Company shall pay to Executive base annual compensation ("Base Salary") of $898,439, payable in accordance with the Company's regular payroll practices and less all required withholdings benefits as hereinafter set forth in this Section 5. Executive's Base Salary shall be reviewed annually and may be increased based on an assessment of Executive's performance, the performance of the Company, inflation, the then prevailing salary scales for comparable positions and other relevant factors; provided, however, that any increase in Base Salary shall be solely within the discretion of the Board. Executive's Base Salary shall not be subject to reduction from the level in effect hereunder from time to time, other than pursuant to a salary reduction program of general application to employment contract executives of the Company.

(b) Bonuses. During the Term, Executive shall be eligible for year-end bonuses, which may be paid in either cash or equity, or both (any such bonus an "Annual Bonus"), with a target of up to 100% of Base Salary (the "Target Bonus"), as may be awarded pursuant to any annual executive bonus plan and related corporate goals approved solely at the discretion of the Board. Any such Annual Bonus shall contain such rights and features as are typically afforded to other contract executives of the Company.

(c) Long-Term Incentive Grants. During the Term, Executive shall be eligible for annual long-term incentive grants, which may be paid in either cash or equity, or both (any such grants a "Long-Term Incentive Grant"), as may be awarded solely at the discretion of the Board; provided that the Board shall be under no obligation whatsoever to grant such discretionary Long-Term Incentive Grants. Any Long-Term Incentive Grants issued to

Executive shall be governed by the Company's then-applicable long-term incentive plan and any long-term incentive grant agreement(s) under the then applicable long-term incentive plan by which they are issued.

(d) Benefits. During the Term, Executive shall be entitled to participate in all employee benefit plans, programs and arrangements made available generally to the Company's senior executives or to its employees on substantially the same basis that such benefits are provided to such senior executives (including, without limitation, profit-sharing, savings and other retirement plans (e.g., a 401(k) plan) or programs, medical, dental, hospitalization, vision, short-term and long-term disability and life insurance plans or programs, accidental death and dismemberment protection, travel accident insurance, supplemental long-term disability insurance, allowance for automobile lease, insurance and operating costs, and any other employee welfare benefit plans or programs that may be sponsored by the Company from time to time, including any plans or programs that supplement the above-listed types of plans or programs, whether funded or unfunded); provided, however, that nothing in this Agreement shall be construed to require the Company to establish or maintain any such plans, programs or arrangements.

(e) Vacations. During the Term, Executive shall be entitled to 25 days paid vacation per year, or such greater amount as may be earned under the Company's standard vacation policy, to be earned ratably throughout the year. Vacation days may be carried from one year to the next in accordance with the Company vacation policy, provided that the Executive shall not be entitled to accrue a balance of more than 40 vacation days.

(f) Reimbursement of Business Expenses. Executive is authorized to incur reasonable expenses in carrying out Executive's duties and responsibilities under this Agreement and the Company shall reimburse Executive for all such expenses, in accordance with reasonable policies of the Company, including but not limited to business-related air travel, meals and lodging. In addition, the Company shall promptly reimburse the Executive for all reasonable legal fees incurred by the Executive in connection with the review, negotiation, drafting and execution of this Agreement, up to a cap of $5,000.

6. Change of Control Benefits.

(a) Bonus. In the event of a Change of Control, Executive shall be awarded an Annual Bonus for each fiscal year of the Company ending during the Effective Period that is at least equal to the Target Bonus, so long as Executive is employed on the last day of such fiscal year. Such Annual Bonus(es) will be paid no later than the 15th day of the third month following the end of such fiscal year to which such bonus relates.

(b) Long-Term Incentive Grants. Notwithstanding any provision to the contrary in any of the Company's long-term incentive plans or in any stock option or restricted stock agreement between the Company and Executive, in the event of a Change of Control, all vested and unvested shares of restricted stock and all vested and unvested options to acquire Company stock and/or restricted stock held by Executive shall be assumed by the successor entity or parent or subsidiary of the successor entity; and further, if the Company is not the surviving entity, Executive shall be entitled to receive in exchange for, or in respect of, all shares

of restricted stock and all options in the Company's common stock, shares and options to acquire shares of the successor entity or parent or subsidiary of the successor entity, or other similar rights that are substantially the economic equivalent of the Executive's restricted stock and stock options in the Company's common stock immediately prior to the Change of Control.

7. Termination of Employment.

(a) Termination by the Company for Cause or Termination by Executive without Good Reason, Death or Disability.

(i) In the event of a termination of Executive's employment by the Company for Cause, a termination by Executive without Good Reason, or in the event this Agreement terminates by reason of the death or Disability of Executive, Executive shall be entitled to any unpaid compensation accrued through the last day of Executive's employment, a lump sum payment in respect of all accrued but unused vacation days at Executive's Base Salary in effect on the date such vacation was earned, and payment of any other amounts owing to Executive but not yet paid, less any amounts owed by Executive to the Company. Executive shall not be entitled to receive any other compensation or benefits from the Company whatsoever (except as and to the extent the continuation of certain benefits is required by law).

(ii) In the case of a termination due to death or Disability, notwithstanding any provision to the contrary in any stock option or restricted stock agreement between the Company and Executive, all shares of restricted stock and all options to acquire Company stock held by Executive shall accelerate and become fully vested upon the Date of Termination (and all options shall thereupon become fully exercisable), and all stock options shall continue to be exercisable for the remainder of their stated terms.

(b) Termination by the Company without Cause or by Executive for Good Reason. If (x) Executive's employment is terminated by the Company other than for Cause, death or Disability (i.e., without Cause) or (y) Executive terminates employment with Good Reason, then Executive will receive the amounts set forth in Section 7(a)(i) and, on the condition that the Executive signs a separation agreement containing a plenary release of claims in a form acceptable to the Company within fifty (50) days after the Date of Termination and such plenary release becomes final, binding and irrevocable, the Executive shall also be entitled to receive the following from the Company:

(i) An amount equal to Executive's Base Salary then in effect (determined without regard to any reduction in such Base Salary constituting Good Reason), payable in equal installments in accordance with the Company's regular payroll schedule, from the Date of Termination to the date that is twelve (12) months after the Date of Termination (the "Severance Period"); provided, however, that each installment payable before the plenary release becomes final, binding and irrevocable shall not be paid to the Executive until such plenary release becomes final, binding and irrevocable (at which time all such amounts that would have been paid but for the delay described in this clause (i) shall be paid);

(ii) During the Severance Period, if Executive elects to continue Company medical benefits through the Consolidated Omnibus Budget Reconciliation Act of

1985 ("COBRA"), the Company shall continue to pay the Company's costs of such benefits as Executive elects to continue under the same plans and on the same terms and conditions as such benefits are provided to active employees of the Company for up to eighteen (18) months. If for any reason COBRA coverage is unavailable at any time during the Severance Period, the Company shall reimburse Executive no less frequently than quarterly in advance an amount which, after taxes, is sufficient for Executive to purchase medical and dental coverage for Executive and Executive's dependents that is substantially equivalent to the medical and dental coverage that Executive and Executive's dependents were receiving immediately prior to the Date of Termination and that is available to comparable active employees, reduced by the amount that would be paid by comparable active employees for such coverage under the Company's plans. Company's obligation under this Section 7(b)(ii) shall terminate or be reduced to the extent that substantially similar coverage (determined on a benefit-by-benefit basis) are provided by a subsequent employer;

(iii) Upon the date that the plenary release becomes final, binding and irrevocable, notwithstanding any provision to the contrary in any stock option or restricted stock agreement between the Company and the Executive, (A) Executive's currently existing stock options which will otherwise fully vest on October 2, 2018 shall immediately vest upon the Date of Termination if such stock options have not otherwise previously vested and (B) all vested stock options to acquire Company stock and all other similar vested equity awards held by the Executive as of the Date of Termination shall continue to be exercisable during the two (2)-year period from the Date of Termination, subject to the ultimate expiration date of such awards;

(iv) Upon the date that the plenary release becomes final, binding and irrevocable, notwithstanding any provision to the contrary in the performance-based restricted stock agreement issued to Executive on or about March 15, 2017 ("2017 Performance-Based Restricted Stock Award"), the 2017 Performance-Based Restricted Stock Award shall continue to be eligible to vest during the two (2)-year period from the Date of Termination, provided that the performance vesting terms thereof are achieved by the Company during such period; and

(v) Notwithstanding the foregoing, if Executive engages in a material breach of any provision of this Agreement or the Executive's Confidentiality Agreement during the Severance Period (or the period applicable to such obligation, if shorter or longer), and such breach is not cured within five business days after receipt from the Company of notice thereof, then the Company's continuing obligations under this Section 7(b) shall cease as of the date of the breach and the Executive shall be entitled to no further payments hereunder.

(c) Termination in connection with a Change of Control. In the event of a Change of Control, if Executive's employment is terminated by the Company other than for Cause or by Executive for Good Reason during the Effective Period, then Executive shall be entitled to receive the following from the Company:

(i) All amounts and benefits described in Section 7(a)(i) above;

(ii) Within 10 days after the Date of Termination, a lump sum cash payment equal to the Target Bonus multiplied by the fraction obtained by dividing the number of

days Executive was employed during the calendar year in which the Date of Termination occurs by 365;

(iii) Within 10 days after the Date of Termination, a lump sum cash payment in an amount equal to 1.5 times the sum of (A) Executive's Base Salary then in effect (determined without regard to any reduction in such Base Salary constituting Good Reason) plus (B) 50% of Executive's Target Bonus; provided, however, that if Executive's employment is terminated prior to the consummation of a Change of Control but under circumstances that would cause the Change of Control Date to precede the date that the Change of Control is consummated, such amount will be paid in equal installments in accordance with the Company's regular payroll schedule over the Severance Period described in Section 7(b)(ii), subject to all remaining installments being paid in a lump sum on the Change in Control Date;

(iv) If Executive elects to continue Company medical benefits under COBRA, for a period of eighteen (18) months following the Date of Termination (the "Benefit Period"), the Company shall continue to pay the Company's costs of such benefits as Executive elects to continue under the same plans and on the same terms and conditions as such benefits are provided to active employees of the Company. If for any reason COBRA coverage is unavailable at any time during the Benefit Period, the Company shall reimburse Executive no less frequently than quarterly in advance an amount which, after taxes, is sufficient for Executive to purchase medical and dental coverage for Executive and Executive's dependents that is substantially equivalent to the medical and dental coverage that Executive and Executive's dependents were receiving immediately prior to the Date of Termination and that is available to comparable active employees, reduced by the amount that would be paid by comparable active employees for such coverage under the Company's plans. Company's obligation under this Section 7(b)(iii) shall terminate or be reduced to the extent that substantially similar coverage (determined on a benefit-by-benefit basis) are provided by a subsequent employer;

(v) Notwithstanding any provision to the contrary in any stock option or restricted stock agreement between the Company and Executive, all shares of restricted stock and all options to acquire Company stock (or restricted shares and options to acquire shares of a successor entity or parent or subsidiary of the successor entity issued or substituted for restricted shares and options to acquire Company stock pursuant to Section 6(b) hereof) held by Executive shall accelerate and become fully vested upon the Date of Termination and all restrictions thereon shall be lifted, and all stock options shall continue to be exercisable for the remainder of their stated terms; and

(vi) Notwithstanding the foregoing, if Executive engages in a material breach of any provision of this Agreement or Executive's Confidentiality Agreement during the Severance Period, and such breach is not cured within five business days after receipt from the Company of notice thereof, then the Company's continuing obligations under this Section 7(c) shall cease as of the date of the breach and the Executive shall be entitled to no further payments or benefits hereunder.

8. Notice of Termination.

(a) Any termination of Executive's employment by the Company for Cause, or by Executive for Good Reason shall be communicated by a Notice of Termination to the other party hereto given in accordance with Section 12. For purposes of this Agreement, a "Notice of Termination" means a written notice which: (i) is given at least 10 days prior to the Date of Termination (at least 30 days in the case of Notice of Termination given by Executive for Good Reason, following the notice and cure period set forth below in the definition of Good Reason); (ii) indicates the specific termination provision in this Agreement relied upon; (iii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated; and (iv) specifies the employment termination date. The failure to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause will not waive any right of the party giving the Notice of Termination hereunder or preclude such party from asserting such fact or circumstance in enforcing its rights hereunder. If Executive elects to terminate this Agreement without Good Reason, Executive must provide advance written notice of at least 90 days and the Company, at its sole option, may elect to terminate Executive's employment and this Agreement at any point during the 90-day notice period.

(b) A termination of employment of Executive will not be deemed to be for Good Reason unless Executive gives the Notice of Termination provided for herein within 30 days after Executive has actual knowledge of the act or omission of the Company constituting such Good Reason and Executive gives the Company a 30-day cure period to rectify or correct the condition or event that constitutes Good Reason and Executive delivers final Notice of Termination within 30 days of the date that Company's failure to cure deadline has expired, which final Notice must specify a Date of Termination of no later than 30 days after the final Notice is provided.

9. Mitigation of Damages. Executive will not be required to mitigate damages or the amount of any payment or benefit provided for under this Agreement by seeking other employment or otherwise. Except as otherwise provided in Sections 7(b)(iv) and 7(c)(iv), the amount of any payment or benefit provided for under this Agreement will not be reduced by any compensation or benefits earned by Executive as the result of self-employment or employment by another employer or otherwise.

10. Excess Parachute Excise Tax.

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, award, benefit or distribution (including any acceleration) by the Company or any entity which effectuates a transaction described in Section 280G(b)(2)(A)(i) of the Code to or for the benefit of Executive (whether pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 10) (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred with respect to such excise tax by Executive (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), the Company will automatically reduce such Payments to the extent, but only to the extent, necessary so that no portion of the remaining

Payments will be subject to the Excise Tax, unless the amount of such Payments that the Executive would retain after payment of the Excise Tax and all applicable Federal, state and local income taxes without such reduction would exceed the amount of such Payments that the Executive would retain after payment of all applicable Federal, state and local taxes after applying such reduction. Unless otherwise elected by the Executive to the extent permitted under Code Section 409A, the Company shall reduce or eliminate the Payments by first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Payments; provided, that no such reduction or elimination shall apply to any non-qualified deferred compensation amounts (within the meaning of Section 409A of the Code) to the extent such reduction or elimination would accelerate or defer the timing of such payment in manner that does not comply with Section 409A of the Code.

(b) All determinations required to be made under this Section 10, including the assumptions to be utilized in arriving at such determination, shall be made by the Company's independent auditors or such other certified public accounting firm of national standing reasonably acceptable to Executive as may be designated by the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and Executive within 15 business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by Executive, it shall furnish Executive with a written opinion to such effect, and to the effect that failure to report the Excise Tax, if any, on Executive's applicable federal income tax return will not result in the imposition of a negligence or similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

11. Legal Fees. All reasonable legal fees and related expenses (including costs of experts, evidence and counsel) paid or incurred by Executive pursuant to any claim, dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Company if Executive is successful on the merits pursuant to a legal judgment or arbitration; if Executive is not successful, then the court or arbitrator shall be entitled to award the Company its reasonable fees and expenses, including attorneys' fees. Except as provided in this Section 11 or Section 5(f), each party shall be responsible for its own legal fees and expenses in connection with any claim or dispute relating to this Agreement.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid, addressed as follows:

if to the Board or the Company:

Rockwell Medical, Inc.
30142 Wixom Road

Wixom, Michigan 48393
Attn: General Counsel or Secretary

if to Executive:

Robert L. Chioini
The address on file with the records of the Company

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

13. Withholding. The Company shall be entitled to withhold from payments due hereunder any required federal, state or local withholding or other taxes.

14. Entire Agreement. This Agreement, together with Exhibit A and the Confidentiality Agreement, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, written or oral, with respect thereto.

15. Arbitration.

(a) If the parties are unable to resolve any dispute or claim relating directly or indirectly to this Agreement or any dispute or claim between Executive and the Company or its officers, directors, agents, or employees (a "Dispute"), then either party may require the matter to be settled by final and binding arbitration by sending written notice of such election to the other party clearly marked "Arbitration Demand." Such Dispute shall be arbitrated in accordance with the terms and conditions of this Section 15. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm.

(b) The Dispute shall be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association in accordance with its Employment Arbitration Rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final and binding on the parties, and specific performance giving effect to the decision of the arbitrator may be ordered by any court of competent jurisdiction.

(c) Nothing contained herein shall operate to prevent either party from asserting counterclaim(s) in any arbitration commenced in accordance with this Agreement, and any such party need not comply with the procedural provisions of this Section 15 in order to assert such counterclaim(s).

(d) The arbitration shall be filed with the office of the American Arbitration Association ("AAA") located in Detroit, Michigan or such other AAA office as the parties may agree upon (without any obligation to so agree). The arbitration shall be conducted pursuant to the Employment Arbitration Rules of AAA as in effect at the time of the arbitration hearing, such arbitration to be completed in a 60-day period. In addition, the following rules and procedures shall apply to the arbitration:

(i) The arbitrator shall have the sole authority to decide whether or not any Dispute between the parties is arbitrable and whether the party presenting the issues to be arbitrated has satisfied the conditions precedent to such party's right to commence arbitration as required by this Section 15.

(ii) The decision of the arbitrator, which shall be in writing and state the findings, the facts and conclusions of law upon which the decision is based, shall be final and binding upon the parties, who shall forthwith comply after receipt thereof. Judgment upon the award rendered by the arbitrator may be entered by any competent court. Each party submits itself to the jurisdiction of any such court, but only for the entry and enforcement to judgment with respect to the decision of the arbitrator hereunder.

(iii) The arbitrator shall have the power to grant all legal and equitable remedies (including, without limitation, specific performance) and award compensatory and punitive damages if authorized by applicable law.

(iv) Except as provided in Section 11, the parties shall bear their own costs in preparing for and participating in the resolution of any Dispute pursuant to this Section 15, and the costs of the arbitrator(s) shall be equally divided between the parties.

(v) Except as provided in the last sentence of Section 15(a), the provisions of this Section 15 shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any Dispute arising in connection with this Agreement. Any party commencing a lawsuit in violation of this Section 15 shall pay the costs of the other party, including, without limitation, reasonable attorney's fees and defense costs.

16. Miscellaneous.

(a) Governing Law. This Agreement shall be interpreted, construed, governed and enforced according to the laws of the State of Michigan without regard to the application of choice of law rules.

(b) Amendments. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

(c) Severability. If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provisions shall be construed, if possible, so as to be enforceable under applicable law, or such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the beneficiaries, heirs and representatives of Executive (including the Beneficiary) and the successors and assigns of the Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, reorganization, consolidation, acquisition of property or stock, liquidation, or otherwise) to all or substantially all of its assets, by agreement in form and substance satisfactory to Executive, expressly to assume and agree to perform this

Agreement in the same manner and to the same extent that the Company would be required to perform this Agreement if no such succession had taken place. Regardless whether such agreement is executed, this Agreement shall be binding upon any successor of the Company in accordance with the operation of law and such successor shall be deemed the Company for purposes of this Agreement.

(e) Successors and Assigns. Except as provided in Section 16(d) in the case of the Company, or to the Beneficiary in the case of the death of Executive, this Agreement is not assignable by any party and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or other charge.

(f) Remedies Cumulative; No Waiver. No remedy conferred upon either party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by either party in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in such party's sole discretion.

(g) Survivorship. Notwithstanding anything in this Agreement to the contrary, all terms and provisions of this Agreement that by their nature extend beyond the termination of this Agreement shall survive such termination.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one document. Signatures to this Agreement may be delivered by any electronic means.

17. No Contract of Employment. Nothing contained in this Agreement will be construed as a right of Executive to be continued in the employment of the Company, or as a limitation of the right of the Company to discharge Executive with or without Cause, subject to the provisions hereof governing severance payments and other rights of Executive following termination.

18. Section 409A of the Code. The intent of the parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A of the Code and, accordingly, to the maximum extent permitted, this Agreement shall be construed and interpreted in accordance with such intent. Executive's termination of employment (or words to similar effect) shall not be deemed to have occurred for purposes of this Agreement unless such termination of employment constitutes a "separation from service" within the meaning of Code Section 409A and the regulations and other guidance promulgated thereunder.

(a) Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed on the date of Executive's termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by the Company from time to time, or if none, the default methodology set

forth in Code Section 409A, then with regard to any payment or the providing of any benefit that constitutes "non-qualified deferred compensation" pursuant to Code Section 409A and the regulations issued thereunder that is payable due to Executive's separation from service, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided to Executive prior to the earlier of (i) the expiration of the six (6) month period measured from the date of Executive's separation from service, and (ii) the date of Executive's death (the "Delay Period"). On the first day of the seventh month following the date of Executive's separation from service or, if earlier, on the date of Executive's death, all payments delayed pursuant to this Section 18(a) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due to Executive under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(b) To the extent any reimbursement of costs and expenses provided for under this Agreement constitutes taxable income to Executive for Federal income tax purposes, such reimbursements shall be made no later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred. With regard to any provision herein that provides for reimbursement of expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Any tax gross-ups provided for under this Agreement shall in no event be paid to Executive later than the December 31 of the calendar year following the calendar year in which the taxes subject to gross-up are incurred or paid by Executive.

(c) If any amount under this Agreement is to be paid in two or more installments, for purposes of Code Section 409A each installment shall be treated as a separate payment.

19. Executive Acknowledgement. Executive hereby acknowledges that Executive has read and understands the provisions of this Agreement, that Executive has been given the opportunity for Executive's legal counsel to review this Agreement, that the provisions of this Agreement are reasonable and that Executive has received a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be executed as of the date first above written.

ROCKWELL MEDICAL, INC.

| | | |
|---|---|---|
| By: | /s/ Thomas E. Klema | /s/ Robert L. Chioini |
| Name: | Thomas E. Klema | Robert L. Chioini |
| Title: | Vice President, Chief Financial Officer, Treasurer and Secretary | |

**EXHIBIT A**

(a) **"Beneficiary"** means any individual, trust or other entity named by Executive to receive the payments and benefits payable hereunder in the event of the death of Executive. Executive may designate a Beneficiary to receive such payments and benefits by completing a form provided by the Company and delivering it to the General Counsel or Secretary of the Company. Executive may change his designated Beneficiary at any time (without the consent of any prior Beneficiary) by completing and delivering to the Company a new beneficiary designation form. If a Beneficiary has not been designated by Executive, or if no designated Beneficiary survives Executive, then the payment and benefits provided under this Agreement, if any, will be paid to Executive's estate, which shall be deemed to be Executive's Beneficiary.

(b) **"Cause"** means: (i) Executive's willful and continued neglect of Executive's duties with the Company or willful failure to comply with an express written directive of the Board relating to Executive's duties (other than as a result of Executive's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Executive by the Board (or a committee thereof) which specifically identifies the manner in which the Company believes that Executive has neglected his duties or failed to comply with a Board directive; (ii) the final conviction of Executive of, or an entering of a guilty plea or a plea of no contest by Executive to, a felony; or (iii) Executive's willful engagement in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this definition, no act or failure to act on the part of Executive shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without a reasonable belief that the action or omission was in the best interests of the Company or following a specific directive to take such action by the Board (or a committee thereof) or without a reasonable belief that the action or omission would be in violation of applicable law or regulation (including, without limitation, stock exchange regulations). Any act, or failure to act, based on authority given pursuant to a resolution duly adopted by the Board, or the advice of counsel to the Company, will be presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of the Company.

(c) **"Change of Control"** means the occurrence of any one of the following events:

(i) any "person" (as defined in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act")), other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company, an underwriter temporarily holding securities pursuant to an offering of such securities or any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, directly or indirectly (x) acquires "beneficial ownership" (as defined in Rule 13d-3 under the Exchange Act) of securities representing more than 50% of the combined voting power of the Company's then outstanding securities or; (y) acquires within a 12 consecutive month period "beneficial ownership" (as

defined in Rule 13d-3 under the Exchange Act) of securities representing 35% of the combined voting power of the Company's then outstanding securities;

(ii) persons who comprise a majority of the Board are replaced during any 12 consecutive month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of such appointment or election;

(iii) the consummation of a reorganization, merger, statutory share exchange, consolidation or similar corporate transaction (each, a "Business Combination") other than a Business Combination in which all or substantially all of the individuals and entities who were the beneficial owners of the Company's voting securities immediately prior to such Business Combination beneficially own, directly or indirectly, 50% or more of the combined voting power of the voting securities of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of the Business Combination owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership of the Company's voting securities immediately prior to such Business Combination; or

(iv) any "person" (as defined in Sections 13(d) and 14(d) of the Exchange Act) acquires all or substantially all of the assets of the Company within any 12 consecutive month period.

Notwithstanding the foregoing, none of the foregoing events shall constitute a Change of Control of the Company unless such event also constitutes a change in ownership of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(v), a change in the effective control of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(vi) or a change in ownership of a substantial portion of the assets of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(vii).

(d) **"Change of Control Date"** means any date after the date hereof on which a Change of Control occurs; provided, however, that if a Change of Control occurs and if Executive's employment with the Company is terminated or an event constituting Good Reason (as defined below) occurs prior to the Change of Control, and if it is reasonably demonstrated by Executive that such termination or event (i) was at the request of a third party who has taken steps reasonably calculated to effect the Change of Control, or (ii) otherwise arose in connection with or in anticipation of the Change of Control then, for all purposes of this Agreement, the Change of Control Date shall mean the date immediately prior to the date of such termination or event.

(e) **"Code"** means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(f) **"Date of Termination"** means the date specified in a Notice of Termination pursuant to Section 8 hereof, or Executive's last date as an active employee of the Company before a termination of employment due to death, Disability or other reason, as the case may be.

(g) **"Disability"** means a mental or physical condition that renders Executive substantially incapable of performing his duties and obligations under this Agreement, after taking into account provisions for reasonable accommodation, as determined by a medical doctor (such doctor to be mutually determined in good faith by the parties) for three or more consecutive months or for a total of six months during any 12 consecutive months; provided, that during such period the Company shall give Executive at least 30 days' written notice that it considers the time period for disability to be running.

(h) **"Effective Period"** means the period beginning on the Change of Control Date and ending 18 months after the date of the related Change of Control.

(i) **"Good Reason"** means, unless Executive has consented in writing thereto, the occurrence of any of the following: (i) the assignment to Executive of any duties materially inconsistent with Executive's position under this Agreement, including any material change in status, title, authority, duties or responsibilities, or other action which results in a material diminution in Executive's duties or responsibilities; (ii) a reduction in Executive's Base Salary by the Company of more than 5%, unless such reduction is made proportionately in connection with broader salary reductions among all of the Company's executive officers; (iii) the relocation of Executive's office to a location more than 30 miles from Wixom, Michigan; (iv) the failure of the Company to comply with the provisions of Section 5 in any material respect; or (v) the failure of the Company to obtain the assumption in writing of the Company's obligation to perform this Agreement by any successor to all or substantially all of the assets of the Company within 15 days after a Business Combination or a sale or other disposition of all or substantially all of the assets of the Company.

**EXHIBIT B**
**EMPLOYEE CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS, NON-INTERFERENCE AND NON-COMPETITION AGREEMENT**

The following is an agreement ("Agreement") is made as of March 7, 2018 between Rockwell Medical, Inc., a Michigan corporation (the "Company"), and any successor in interest, and me, Robert L. Chioini, and this Agreement is a material part of the consideration for my Employment Agreement with the Company:

1. Job Title and Responsibility. I understand that my job title with the Company will be President and Chief Executive Officer. My job duties and responsibilities will be those set forth in my Employment Agreement with the Company.

2. Consideration. I understand that the consideration to me for entering into this Agreement is my Employment Agreement with the Company, and I agree that this consideration is fully adequate to support this Agreement.

3. Proprietary Information. I acknowledge that the Company is engaged in a continuous program of research, development and production. I also acknowledge that the Company possesses or has rights to secret, private, confidential information and processes (including processes and information developed by me during my employment by the Company) which are valuable, special and unique assets of the Company and which have commercial value in the Company's business ("Proprietary Information"). Proprietary Information includes, but is not limited to, information and details regarding the Company's business, trade or business secrets, inventions, intellectual property, systems, policies, records, reports, manuals, documentation, models, data and data bases, products, processes, operating systems, manufacturing techniques, research and development techniques and processes, devices, methods, formulas, compositions, compounds, projects, developments, plans, research, financial data, personnel data, internal business information, strategic and staffing plans and practices, business, marketing, promotional or sales plans, practices or programs, training practices and programs, costs, rates and pricing structures and business methods, computer programs and software, customer and supplier identities, information and lists, confidential information regarding customers and suppliers, and contacts at or knowledge of Company suppliers and customers or of prospective or potential customers and suppliers of the Company.

4. Obligation of Confidentiality. I understand and agree that my employment creates a relationship of confidence and trust between the Company and me with respect to (i) all Proprietary Information, and (ii) the confidential information of others with which the Company has a business relationship. At all times, both during my employment by the Company and after the termination of my employment (whether voluntary or involuntary), I will keep in confidence and trust all such information, and I will not use, reveal, communicate, or disclose any such Proprietary Information or confidential information to anyone or any entity, without the written consent of the Company, unless I am ordered to make disclosure by a court of competent jurisdiction.

5. Ownership, Disclosure and Assignment of Proprietary Information and Inventions. In addition, I hereby agree as follows:

(a) Ownership and Assignment. All Proprietary Information is, and shall be, the sole and exclusive property of the Company and its successors and assigns, and the Company and its successors and assigns shall be the sole and exclusive owner of all Proprietary Information, including, but not limited to, trade secrets, inventions, patents, trademarks, copyrights, and all other rights in connection with such Proprietary Information. I agree that I have no rights in Proprietary Information. I hereby assign, and shall assign, to the Company and its successors and assigns any and all rights, title and interest I may have or acquire in Proprietary Information. Any copyrightable work prepared in whole or in part by me in the course of my employment shall be deemed "a work made for hire" under applicable copyright laws, and the Company and its successors and assigns shall own all of the rights in any copyright.

(b) Return of Materials and Property. All documents, records, apparatus, equipment, databases, data and information, whether stored in physical form or by electronic means, and all electronic, computer, intellectual, and physical property ("Materials and Property"), whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by me or others in connection with employment, shall be and remain the sole and exclusive property of the Company. I shall return to the Company all Materials and Property as and when requested by the Company. Even if the Company does not so request, I shall return all Materials and Property upon termination of employment by me or by the Company for any reason, and I will not take with me any Materials and Property, or any reproduction thereof, upon such termination.

(c) Notification. During the term of my employment and for one (1) year thereafter, I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, intellectual property, works of authorship, formulas, ideas, processes, techniques, discoveries, developments, designs, devices, innovations, know-how and data, and creative works in which copyright and/or unregistered design rights will subsist in various media (collectively, "Inventions"), whether or not such Inventions are patentable, which I make or conceive, contribute to, reduce to practice, or learn, either alone or jointly with others, during the term of my employment.

(d) Ownership of Inventions. I agree and acknowledge that all Inventions which I make, conceive, develop, or reduce to practice (in whole or in part, either alone or jointly with others) at any time during my employment by the Company, and (i) which were created using the equipment, supplies, facilities or trade secret information of the Company; or (ii) which were developed during the hours for which I was compensated by the Company; or (iii) which relate, at the time of conception, creation, development or reduction to practice, to the business of the Company or to its actual or demonstrably anticipated research and development; or (iv) which result from any work performed by me for the Company, shall be the sole and exclusive property of the Company and its successors and assigns (and to the fullest extent permitted by law shall be deemed works made for hire), and the Company and its successors and assigns shall be the sole and exclusive owner of all Inventions, patents, copyrights and all other rights in connection therewith. I hereby assign to the Company any and all rights I may have or acquire in such Inventions. I agree that any such Invention required to be disclosed under paragraph (c), above, within one (1) year after the termination of my employment shall be presumed to have

been conceived or made during my employment with the Company and will be assigned to the Company unless and until I prove and establish to the contrary.

(e) Assistance and Cooperation. With respect to Inventions described in paragraph (d), above, I will assist the Company in every proper way (but at the Company's expense) to obtain, and from time to time enforce, patents, copyrights or other rights on these Inventions in any and all countries, and will execute all documents reasonably necessary or appropriate for this purpose. This obligation shall survive the termination of my employment. In the event that the Company is unable for any reason whatsoever to secure my signature to any document reasonably necessary or appropriate for any of the foregoing purposes (including renewals, extensions, continuations, divisions or continuations in part), I hereby irrevocably designate and appoint the Company, and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by me.

(f) Exempt Inventions. I understand that this Agreement does not require assignment of an Invention for which no equipment, supplies, facilities, resources, or trade secret information of the Company was used and which was developed entirely by me on my own time, unless the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development. However, I will disclose to the Company any Inventions I claim are exempt, as required by paragraph (c) above, in order to permit the Company to determine such issues as may arise. Such disclosure shall be received in confidence by the Company.

6. Prior Inventions. As a matter of record I attach hereto as Exhibit A a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment with the Company, that I desire to remove from the operation of this Agreement, and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions and improvements at the time of my signing this Agreement.

7. Other Business Activities. So that the Company may be aware of the extent of any other demands upon my time and attention, I will disclose to the Company (such disclosure to be held in confidence by the Company) the nature and scope of any other business activity in which I am or become engaged during the term of my employment. During the term of my employment, I will not engage in any business activity or employment which is in competition with, or is related to, the Company's business or its actual or demonstrably anticipated research and development, or that will affect in any manner my ability to perform fully all of my duties and responsibilities for the Company.

8. Non-Interference and Non-Solicitation of Employees, Customers and Others.

(a) During my employment with the Company and for twelve (12) months after the termination of my employment (whether the termination is by me or the Company, the "Restricted Period"), I will not, and will not attempt to directly or indirectly do any one or more

of the following: (i) induce, encourage or solicit any employee, consultant, or independent contractor of the Company to leave the Company for any reason, unless specifically requested to take such action in writing by the Company; or (ii) employ, retain, or engage any employee, consultant, or independent contractor of the Company. For purposes of this Section 8(a), the terms "employee", "consultant" and "independent contractor" shall include those who served in such capacities during within twelve (12) months preceding the date of the termination of my employment.

(b) During the Restricted Period, I will not, and will not attempt to, directly or indirectly, solicit, divert, disrupt, interfere with or take away any Company customer, supplier, agent, vendor, distributor, representative, or other contracting party with the Company that had such a relationship with the Company during my employment with the Company to a business that is a Competitor of the Company. For purposes of this Agreement, the term "Competitor" shall include any company or other entity engaged in developing or commercializing any one or more of the following: (i) drug products, drug therapies and concentrates/dialysates that target end-stage renal disease and chronic kidney disease resulting in the treatment of iron deficiency, secondary hyperparathyroidism and hemodialysis or (ii) any product or process developed and commercialized, or under development in whole or in part, by the Company during my employment.

(c) During the Restricted Period, I will not, and will not attempt to, directly or indirectly induce any customer, supplier, agent, vendor, distributor, representative, or other contracting party with the Company that had such a relationship with the Company during my employment with the Company, to reduce its patronage of the Company or to terminate any written or oral agreement or understanding, or any other business relationship with the Company.

9. Non-Competition During and After Employment. During the Restricted Period, I will not directly or indirectly, without the prior written consent of the Company, maintain a relationship with a Competitor including as an employee, employer, consultant, agent, lender, investor, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity. I understand and agree that the restrictions in this paragraph are necessary and reasonable to protect the legitimate business interests of the Company.

10. Obligations to Former Employers. I represent that my execution of this Agreement, my employment with the Company, and my performance of my duties and proposed duties to the Company will not violate any obligations or agreements I have, or may have, with any former employer or any other third party, including any obligations and agreements requiring me not to compete or to keep confidential any proprietary or confidential information. I have not entered into, and I will not enter into, any agreement which conflicts with this Agreement or that would, if performed by me, cause me to breach this Agreement. I further represent that I have no knowledge of any pending or threatened litigation to which the Company may become a party by virtue of my association with the Company. I further agree to immediately inform the Company of any such pending or threatened litigation should it come to my attention during the course of my employment. I also represent that I have provided to the Company for its inspection before I signed this Agreement all confidentiality, non-compete, non-solicitation, and all other employment-related agreements and obligations to which I am party to which I am bound.

11. Confidential Information of, and Agreements with, Former Employers. In the course of performing my duties to the Company, I will not utilize any trade secrets, proprietary or confidential information of or regarding any former employer or business affiliate, nor violate any written or oral, express or implied agreement with any former employer or other third party.

12. United States Government Obligations. I acknowledge that the Company from time to time may have agreements with other persons or with the United States Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions which are made known to me and to take all action necessary to discharge the obligations of the Company under such agreements.

13. Remedies. I acknowledge that my failure to comply with, or my breach of, any of the terms and conditions of this Agreement shall irreparably harm the Company, and that money damages would not adequately compensate the Company for this harm. Accordingly, I acknowledge that in the event of a threatened or actual breach by me of any provision of this Agreement, in addition to any other remedies the Company may have at law, the Company shall be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy then available, without requiring the Company to post any bond. I agree that nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to it for such threatened or actual breach, including money damages, and I agree that the Company shall be entitled to recover from me any attorney's fees it incurs in enforcing the terms of this Agreement.

14. Not an Employment Agreement. I acknowledge and agree that this Agreement is not a contract of employment for any specific period of time.

15. Miscellaneous.

(a) Reformation and Severability. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision shall be reformed and/or construed, if possible, to be enforceable under applicable law; otherwise, such provision shall be excluded from this Agreement and the balance of the Agreement shall remain fully enforceable and valid in accordance with its terms.

(b) No Waiver. No delay or omission by the Company in exercising any right hereunder will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(c) Reassignment. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employment I may be transferred, without the necessity that this Agreement be reassigned at the time of such transfer.

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (but not the law or principles of conflict of laws). The parties submit to the exclusive jurisdiction of the state or federal courts of Michigan for all disputes arising out of or relating to this Agreement, and hereby waive, and agree not to assert, in any action, suit, or proceeding between the parties arising out of or relating to this Agreement that the action, suit, or proceeding may not be brought or is not maintainable in such courts, that this Agreement may not be enforced by such courts, that the action, suit, or proceeding is brought in an inconvenient forum, that the venue of the action, suit, or proceeding is improper, or that the action, suit, or proceeding, if brought in Michigan state court, may be removed to federal courts.

(e) Effective Date. This Agreement shall be effective as of the date of my Employment Agreement with the Company, shall be binding upon me, my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company and its successors and assigns.

(f) Entire Agreement. This Agreement, together with my Employment Agreement with the Company, contains the entire agreement of the parties relating to the subject matter herein, and may not be waived, changed, extended or discharged except by an agreement in writing signed by both parties.

(g) Acknowledgement. I acknowledge and agree that I have fully read and that I understand all of the terms and provisions of this Agreement, that I have had the opportunity to consult with an attorney and to discuss this Agreement with an attorney, that I have had any questions regarding the effect of this Agreement or the meaning of its terms answered to my satisfaction, and, intending to be legally bound hereby, I freely and voluntarily sign this Agreement.

Rockwell Medical, Inc.

Signature: /s/ Robert L. Chioini
Name:Robert L. Chioini

By: /s/ Thomas E. Klema
Name: Thomas E. Klema
Title: Vice President, Chief Financial Officer, Treasurer and Secretary

EXHIBIT A

1. The following is a complete list of all inventions or improvements ("Intellectual Property") relevant to my employment by Rockwell Medical, Inc. (the "Company") that have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment by the Company that I desire to remove from the operation of the Employee Confidentiality, Assignment of Inventions, Non-Interference and Non-Competition Agreement between me and the Company (the "Employee Agreement").

☐ No Intellectual Property.

☐ Any and all Intellectual Property regarding:

☐ Additional sheets attached.

2. I propose to bring to my employment the following materials and documents of a former employer or materials and documents created by me and/or others during any previous employment ("Materials"):

☐ No Materials.

☐ Materials:

☐ Additional sheets attached.

3. I acknowledge and agree that the Materials set forth above are being provided by me in accordance with the representations set forth in Section 6 of the Employee Agreement between me and the Company.

Signature: _____

Name: _____

**Exhibit 10.75**

***Execution Version***

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of March 7, 2018, by and between Rockwell Medical, Inc., a Michigan corporation (the "Company"), and Thomas E. Klema ("Executive"), subject to the terms and conditions defined in this Agreement.

WHEREAS, the Company and Executive desire that Executive continue to be employed by the Company to act as the Company's Vice President, Chief Financial Officer, Treasurer and Secretary, subject to the terms and conditions set forth in this Agreement. Executive's employment shall also be subject to such policies and procedures as the Company may from time to time implement;

NOW, THEREFORE, in consideration of the covenants contained herein, and for other valuable consideration, the Company and Executive hereby agree as follows:

1. Certain Definitions. Certain definitions used herein shall have the meanings set forth on Exhibit A attached hereto.

2. Term of the Agreement. The term ("Term") of this Agreement shall commence on the date first above written and shall continue for an initial term of 24 months or until terminated as provided in Section 7 hereof. Following the expiration of the initial Term, the Term will automatically be renewed for successive 12-month periods upon the expiration date of the initial Term and on each anniversary date of the expiration date of the initial Term, unless either party delivers to the other party a written notice of non-renewal at least 90 days in advance of the upcoming expiration date. Upon the occurrence of a Change of Control during the Term of this Agreement, including any amendments hereto, this Agreement shall automatically be extended until the end of the Effective Period. On the date of termination of employment, Executive acknowledges that he shall immediately be deemed to have resigned all employment and related job duties and responsibilities with the Company, including, without limitation any and all positions on any committees or boards of the Company or any affiliated company; provided, however, that nothing in this sentence shall be deemed to be a resignation without Good Reason or cause for Executive's termination for Cause. Executive agrees to sign all reasonable documentation evidencing the foregoing as may be presented to Executive for signature by the Company.

3. Executive's Duties and Obligations.

(a) Duties. Executive shall serve as the Company's Vice President, Chief Financial Officer, Treasurer and Secretary. Executive shall report to the President and Chief Executive Officer and have such other duties, responsibilities and authorities as are customarily associated with the positions of Vice President, Chief Financial Officer, Treasurer and Secretary of a company of the size and nature of the Company, and such additional duties and responsibilities consistent with his position as may, from time to time, be assigned to him by either the President and Chief Executive Officer or the Board of Directors of the Company (the "Board").

(b) Location of Employment. Executive's principal place of business shall be at the Company's headquarters in Wixom, Michigan. In addition, Executive acknowledges and agrees that the performance by Executive of Executive's duties shall require travel.

(c) Confidential Information and Inventions Matters. In consideration of the covenants contained herein, Executive has executed and agrees to be bound by the Company's form of Employee Confidentiality, Assignment of Inventions, Non-Interference and Non-Competition Agreement (the "Confidentiality Agreement"), a form of which is attached to this Agreement as Exhibit B. Executive shall comply at all times with the terms and conditions of the Confidentiality Agreement and all other reasonable policies of the Company governing its confidential and proprietary information.

4. Devotion of Time to Company's Business.

(a) Full-Time Efforts. During Executive's employment with the Company, Executive shall devote substantially all of Executive's time, attention and efforts to the proper performance of Executive's implicit and explicit duties and obligations hereunder to the reasonable satisfaction of the Company.

(b) No Other Employment. During Executive's employment with the Company, Executive shall not, except as otherwise provided herein, directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Board; provided, however, that it shall not be a violation or breach of this Agreement for Executive to (i) accept speaking or presentation engagements in exchange for honoraria; (ii) serve on boards of charitable organizations or participate in charitable, educational, religious or civic activities; (iii) attend to his and his family's personal affairs; or (iv) own no more than one percent (1%) of the outstanding equity securities of a corporation whose stock is listed on a national stock exchange, so long as such activities are not adverse to the Company's interests and do not materially interfere with the performance of Executive's duties hereunder.

(c) Non-Competition During and After Employment. During the Term and for 12 months from the Date of Termination, Executive shall not, directly or indirectly, without the prior written consent of the Company, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity compete with the Company in the business of developing or commercializing (i) drug products, drug therapies and concentrates/dialysates that target end-stage renal disease and chronic kidney disease resulting in the treatment of iron deficiency, secondary hyperparathyroidism and hemodialysis or (ii) any product or process developed and commercialized, or under development, in whole or in part, by the Company during Executive's employment. During the Term and for 12 months from the Date of Termination, Executive shall not solicit, encourage, induce or endeavor to entice away from the Company, or otherwise interfere with the relationship of the Company with, any person who is employed or engaged by the Company as an employee, consultant or independent contractor or who was so employed or engaged at any time during the six (6) months preceding the Date of Termination; provided, that nothing herein shall prevent Executive from engaging in discussions regarding employment, or employing, any such employee, consultant or independent contractor (i) if such person shall

voluntarily initiate such discussions without any such solicitation, encouragement, enticement or inducement prior thereto on the part of Executive or (ii) if such discussions shall be held as a result of, or any employment shall be the result of, the response by any such person to a written employment advertisement placed in a publication of general circulation, general solicitation conducted by executive search firms, employment agencies or other general employment services, not directed specifically at any such employee, consultant or independent contractor.

(d) Injunctive Relief. In the event that Executive breaches any provisions of Section 4(c) or of the Confidentiality Agreement or there is a threatened breach thereof, then, in addition to any other rights which the Company may have, the Company shall be entitled, without the posting of a bond or other security, to injunctive relief to enforce the restrictions contained therein. In the event that an actual proceeding is brought in equity to enforce the provisions of Section 4(c) or the Confidentiality Agreement, Executive shall not urge as a defense that there is an adequate remedy at law nor shall the Company be prevented from seeking any other remedies which may be available.

(e) Reformation. To the extent that the restrictions imposed by Section 4(c) are interpreted by any court to be unreasonable in geographic and/or temporal scope, such restrictions shall be deemed automatically reduced to the extent necessary to coincide with the maximum geographic and/or temporal restrictions deemed by such court not to be unreasonable.

5. Compensation and Benefits.

(a) Base Compensation. During the Term, the Company shall pay to Executive base annual compensation ("Base Salary") of $442,007, payable in accordance with the Company's regular payroll practices and less all required withholdings benefits as hereinafter set forth in this Section 5. Executive's Base Salary shall be reviewed annually and may be increased based on an assessment of Executive's performance, the performance of the Company, inflation, the then prevailing salary scales for comparable positions and other relevant factors; provided, however, that any increase in Base Salary shall be solely within the discretion of the Board. Executive's Base Salary shall not be subject to reduction from the level in effect hereunder from time to time, other than pursuant to a salary reduction program of general application to employment contract executives of the Company.

(b) Bonuses. During the Term, Executive shall be eligible for year-end bonuses, which may be paid in either cash or equity, or both (any such bonus an "Annual Bonus"), with a target of up to 100% of Base Salary (the "Target Bonus"), as may be awarded pursuant to any annual executive bonus plan and related corporate goals approved solely at the discretion of the Board. Any such Annual Bonus shall contain such rights and features as are typically afforded to other contract executives of the Company.

(c) Long-Term Incentive Grants. During the Term, Executive shall be eligible for annual long-term incentive grants, which may be paid in either cash or equity, or both (any such grants a "Long-Term Incentive Grant"), as may be awarded solely at the discretion of the Board; provided that the Board shall be under no obligation whatsoever to grant such discretionary Long-Term Incentive Grants. Any Long-Term Incentive Grants issued to Executive shall be governed by the Company's then-applicable long-term incentive plan and any

long-term incentive grant agreement(s) under the then applicable long-term incentive plan by which they are issued.

(d) Benefits. During the Term, Executive shall be entitled to participate in all employee benefit plans, programs and arrangements made available generally to the Company's senior executives or to its employees on substantially the same basis that such benefits are provided to such senior executives (including, without limitation, profit-sharing, savings and other retirement plans (e.g., a 401(k) plan) or programs, medical, dental, hospitalization, vision, short-term and long-term disability and life insurance plans or programs, accidental death and dismemberment protection, travel accident insurance, supplemental long-term disability insurance, insurance and operating costs, and any other employee welfare benefit plans or programs that may be sponsored by the Company from time to time, including any plans or programs that supplement the above-listed types of plans or programs, whether funded or unfunded); provided, however, that nothing in this Agreement shall be construed to require the Company to establish or maintain any such plans, programs or arrangements.

(e) Vacations. During the Term, Executive shall be entitled to 25 days paid vacation per year, or such greater amount as may be earned under the Company's standard vacation policy, to be earned ratably throughout the year. Vacation days may be carried from one year to the next in accordance with the Company vacation policy, provided that the Executive shall not be entitled to accrue a balance of more than 40 vacation days.

(f) Reimbursement of Business Expenses. Executive is authorized to incur reasonable expenses in carrying out Executive's duties and responsibilities under this Agreement and the Company shall reimburse Executive for all such expenses, in accordance with reasonable policies of the Company, including but not limited to business-related air travel, meals and lodging. In addition, the Company shall promptly reimburse the Executive for all reasonable legal fees incurred by the Executive in connection with the review, negotiation, drafting and execution of this Agreement, up to a cap of $5,000.

6. Change of Control Benefits.

(a) Bonus. In the event of a Change of Control, Executive shall be awarded an Annual Bonus for each fiscal year of the Company ending during the Effective Period that is at least equal to the Target Bonus, so long as Executive is employed on the last day of such fiscal year. Such Annual Bonus(es) will be paid no later than the 15th day of the third month following the end of such fiscal year to which such bonus relates.

(b) Long-Term Incentive Grants. Notwithstanding any provision to the contrary in any of the Company's long-term incentive plans or in any stock option or restricted stock agreement between the Company and Executive, in the event of a Change of Control, all vested and unvested shares of restricted stock and all vested and unvested options to acquire Company stock and/or restricted stock held by Executive shall be assumed by the successor entity or parent or subsidiary of the successor entity; and further, if the Company is not the surviving entity, Executive shall be entitled to receive in exchange for, or in respect of, all shares of restricted stock and all options in the Company's common stock, shares and options to acquire shares of the successor entity or parent or subsidiary of the successor entity, or other similar

rights that are substantially the economic equivalent of the Executive's restricted stock and stock options in the Company's common stock immediately prior to the Change of Control.

7. Termination of Employment.

(a) Termination by the Company for Cause or Termination by Executive without Good Reason, Death or Disability.

(i) In the event of a termination of Executive's employment by the Company for Cause, a termination by Executive without Good Reason, or in the event this Agreement terminates by reason of the death or Disability of Executive, Executive shall be entitled to any unpaid compensation accrued through the last day of Executive's employment, a lump sum payment in respect of all accrued but unused vacation days at Executive's Base Salary in effect on the date such vacation was earned, and payment of any other amounts owing to Executive but not yet paid, less any amounts owed by Executive to the Company. Executive shall not be entitled to receive any other compensation or benefits from the Company whatsoever (except as and to the extent the continuation of certain benefits is required by law).

(ii) In the case of a termination due to death or Disability, notwithstanding any provision to the contrary in any stock option or restricted stock agreement between the Company and Executive, all shares of restricted stock and all options to acquire Company stock held by Executive shall accelerate and become fully vested upon the Date of Termination (and all options shall thereupon become fully exercisable), and all stock options shall continue to be exercisable for the remainder of their stated terms.

(b) Termination by the Company without Cause or by Executive for Good Reason. If (x) Executive's employment is terminated by the Company other than for Cause, death or Disability (i.e., without Cause) or (y) Executive terminates employment with Good Reason, then Executive will receive the amounts set forth in Section 7(a)(i) and, on the condition that the Executive signs a separation agreement containing a plenary release of claims in a form acceptable to the Company within fifty (50) days after the Date of Termination and such plenary release becomes final, binding and irrevocable, the Executive shall also be entitled to receive the following from the Company:

(i) An amount equal to Executive's Base Salary then in effect (determined without regard to any reduction in such Base Salary constituting Good Reason), payable in equal installments in accordance with the Company's regular payroll schedule, from the Date of Termination to the date that is twelve (12) months after the Date of Termination (the "Severance Period"); provided, however, that each installment payable before the plenary release becomes final, binding and irrevocable shall not be paid to the Executive until such plenary release becomes final, binding and irrevocable (at which time all such amounts that would have been paid but for the delay described in this clause (i) shall be paid);

(ii) During the Severance Period, if Executive elects to continue Company medical benefits through the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), the Company shall continue to pay the Company's costs of such benefits as Executive elects to continue under the same plans and on the same terms and conditions as such

benefits are provided to active employees of the Company for up to eighteen (18) months. If for any reason COBRA coverage is unavailable at any time during the Severance Period, the Company shall reimburse Executive no less frequently than quarterly in advance an amount which, after taxes, is sufficient for Executive to purchase medical and dental coverage for Executive and Executive's dependents that is substantially equivalent to the medical and dental coverage that Executive and Executive's dependents were receiving immediately prior to the Date of Termination and that is available to comparable active employees, reduced by the amount that would be paid by comparable active employees for such coverage under the Company's plans. Company's obligation under this Section 7(b)(ii) shall terminate or be reduced to the extent that substantially similar coverage (determined on a benefit-by-benefit basis) are provided by a subsequent employer;

(iii) Upon the date that the plenary release becomes final, binding and irrevocable, notwithstanding any provision to the contrary in any stock option or restricted stock agreement between the Company and the Executive, (A) Executive's currently existing stock options which will otherwise fully vest on October 2, 2018 shall immediately vest upon the Date of Termination if such stock options have not otherwise previously vested and (B) all vested stock options to acquire Company stock and all other similar vested equity awards held by the Executive as of the Date of Termination shall continue to be exercisable during the two (2)-year period from the Date of Termination, subject to the ultimate expiration date of such awards;

(iv) Upon the date that the plenary release becomes final, binding and irrevocable, notwithstanding any provision to the contrary in the performance-based restricted stock agreement issued to Executive on or about March 15, 2017 ("2017 Performance-Based Restricted Stock Award"), the 2017 Performance-Based Restricted Stock Award shall continue to be eligible to vest during the two (2)-year period from the Date of Termination, provided that the performance vesting terms thereof are achieved by the Company during such period; and

(v) Notwithstanding the foregoing, if Executive engages in a material breach of any provision of this Agreement or the Executive's Confidentiality Agreement during the Severance Period (or the period applicable to such obligation, if shorter or longer), and such breach is not cured within five business days after receipt from the Company of notice thereof, then the Company's continuing obligations under this Section 7(b) shall cease as of the date of the breach and the Executive shall be entitled to no further payments hereunder.

(c) Termination in connection with a Change of Control. In the event of a Change of Control, if Executive's employment is terminated by the Company other than for Cause or by Executive for Good Reason during the Effective Period, then Executive shall be entitled to receive the following from the Company:

(i) All amounts and benefits described in Section 7(a)(i) above;

(ii) Within 10 days after the Date of Termination, a lump sum cash payment equal to the Target Bonus multiplied by the fraction obtained by dividing the number of days Executive was employed during the calendar year in which the Date of Termination occurs by 365;

(iii) Within 10 days after the Date of Termination, a lump sum cash payment in an amount equal to 1.5 times the sum of (A) Executive's Base Salary then in effect (determined without regard to any reduction in such Base Salary constituting Good Reason) plus (B) 50% of Executive's Target Bonus; provided, however, that if Executive's employment is terminated prior to the consummation of a Change of Control but under circumstances that would cause the Change of Control Date to precede the date that the Change of Control is consummated, such amount will be paid in equal installments in accordance with the Company's regular payroll schedule over the Severance Period described in Section 7(b)(ii), subject to all remaining installments being paid in a lump sum on the Change in Control Date;

(iv) If Executive elects to continue Company medical benefits under COBRA, for a period of eighteen (18) months following the Date of Termination (the "Benefit Period"), the Company shall continue to pay the Company's costs of such benefits as Executive elects to continue under the same plans and on the same terms and conditions as such benefits are provided to active employees of the Company. If for any reason COBRA coverage is unavailable at any time during the Benefit Period, the Company shall reimburse Executive no less frequently than quarterly in advance an amount which, after taxes, is sufficient for Executive to purchase medical and dental coverage for Executive and Executive's dependents that is substantially equivalent to the medical and dental coverage that Executive and Executive's dependents were receiving immediately prior to the Date of Termination and that is available to comparable active employees, reduced by the amount that would be paid by comparable active employees for such coverage under the Company's plans. Company's obligation under this Section 7(b)(iii) shall terminate or be reduced to the extent that substantially similar coverage (determined on a benefit-by-benefit basis) are provided by a subsequent employer;

(v) Notwithstanding any provision to the contrary in any stock option or restricted stock agreement between the Company and Executive, all shares of restricted stock and all options to acquire Company stock (or restricted shares and options to acquire shares of a successor entity or parent or subsidiary of the successor entity issued or substituted for restricted shares and options to acquire Company stock pursuant to Section 6(b) hereof) held by Executive shall accelerate and become fully vested upon the Date of Termination and all restrictions thereon shall be lifted, and all stock options shall continue to be exercisable for the remainder of their stated terms; and

(vi) Notwithstanding the foregoing, if Executive engages in a material breach of any provision of this Agreement or Executive's Confidentiality Agreement during the Severance Period, and such breach is not cured within five business days after receipt from the Company of notice thereof, then the Company's continuing obligations under this Section 7(c) shall cease as of the date of the breach and the Executive shall be entitled to no further payments or benefits hereunder.

8. Notice of Termination.

(a) Any termination of Executive's employment by the Company for Cause, or by Executive for Good Reason shall be communicated by a Notice of Termination to the other party hereto given in accordance with Section 12. For purposes of this Agreement, a "Notice of Termination" means a written notice which: (i) is given at least 10 days prior to the Date of

Termination (at least 30 days in the case of Notice of Termination given by Executive for Good Reason, following the notice and cure period set forth below in the definition of Good Reason); (ii) indicates the specific termination provision in this Agreement relied upon; (iii) to the extent applicable, sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Executive's employment under the provision so indicated; and (iv) specifies the employment termination date. The failure to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Good Reason or Cause will not waive any right of the party giving the Notice of Termination hereunder or preclude such party from asserting such fact or circumstance in enforcing its rights hereunder. If Executive elects to terminate this Agreement without Good Reason, Executive must provide advance written notice of at least 90 days and the Company, at its sole option, may elect to terminate Executive's employment and this Agreement at any point during the 90-day notice period.

(b) A termination of employment of Executive will not be deemed to be for Good Reason unless Executive gives the Notice of Termination provided for herein within 30 days after Executive has actual knowledge of the act or omission of the Company constituting such Good Reason and Executive gives the Company a 30-day cure period to rectify or correct the condition or event that constitutes Good Reason and Executive delivers final Notice of Termination within 30 days of the date that Company's failure to cure deadline has expired, which final Notice must specify a Date of Termination of no later than 30 days after the final Notice is provided.

9. Mitigation of Damages. Executive will not be required to mitigate damages or the amount of any payment or benefit provided for under this Agreement by seeking other employment or otherwise. Except as otherwise provided in Sections 7(b)(iv) and 7(c)(iv), the amount of any payment or benefit provided for under this Agreement will not be reduced by any compensation or benefits earned by Executive as the result of self-employment or employment by another employer or otherwise.

10. Excess Parachute Excise Tax.

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, award, benefit or distribution (including any acceleration) by the Company or any entity which effectuates a transaction described in Section 280G(b)(2)(A)(i) of the Code to or for the benefit of Executive (whether pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 10) (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred with respect to such excise tax by Executive (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), the Company will automatically reduce such Payments to the extent, but only to the extent, necessary so that no portion of the remaining Payments will be subject to the Excise Tax, unless the amount of such Payments that the Executive would retain after payment of the Excise Tax and all applicable Federal, state and local income taxes without such reduction would exceed the amount of such Payments that the Executive would retain after payment of all applicable Federal, state and local taxes after applying such reduction. Unless otherwise elected by the Executive to the extent permitted under Code Section 409A, the Company shall reduce or eliminate the Payments by first reducing

or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Payments; provided, that no such reduction or elimination shall apply to any non-qualified deferred compensation amounts (within the meaning of Section 409A of the Code) to the extent such reduction or elimination would accelerate or defer the timing of such payment in manner that does not comply with Section 409A of the Code.

(b) All determinations required to be made under this Section 10, including the assumptions to be utilized in arriving at such determination, shall be made by the Company's independent auditors or such other certified public accounting firm of national standing reasonably acceptable to Executive as may be designated by the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and Executive within 15 business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by Executive, it shall furnish Executive with a written opinion to such effect, and to the effect that failure to report the Excise Tax, if any, on Executive's applicable federal income tax return will not result in the imposition of a negligence or similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

11. Legal Fees. All reasonable legal fees and related expenses (including costs of experts, evidence and counsel) paid or incurred by Executive pursuant to any claim, dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Company if Executive is successful on the merits pursuant to a legal judgment or arbitration; if Executive is not successful, then the court or arbitrator shall be entitled to award the Company its reasonable fees and expenses, including attorneys' fees. Except as provided in this Section 11 or Section 5(f), each party shall be responsible for its own legal fees and expenses in connection with any claim or dispute relating to this Agreement.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid, addressed as follows:

if to the Board or the Company:

Rockwell Medical, Inc.
30142 Wixom Road
Wixom, Michigan 48393
Attn: General Counsel or Secretary

if to Executive:

Thomas E. Klema
The address on file with the records of the Company

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

13. Withholding. The Company shall be entitled to withhold from payments due hereunder any required federal, state or local withholding or other taxes.

14. Entire Agreement. This Agreement, together with Exhibit A and the Confidentiality Agreement, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, written or oral, with respect thereto.

15. Arbitration.

(a) If the parties are unable to resolve any dispute or claim relating directly or indirectly to this Agreement or any dispute or claim between Executive and the Company or its officers, directors, agents, or employees (a "Dispute"), then either party may require the matter to be settled by final and binding arbitration by sending written notice of such election to the other party clearly marked "Arbitration Demand." Such Dispute shall be arbitrated in accordance with the terms and conditions of this Section 15. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm.

(b) The Dispute shall be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association in accordance with its Employment Arbitration Rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final and binding on the parties, and specific performance giving effect to the decision of the arbitrator may be ordered by any court of competent jurisdiction.

(c) Nothing contained herein shall operate to prevent either party from asserting counterclaim(s) in any arbitration commenced in accordance with this Agreement, and any such party need not comply with the procedural provisions of this Section 15 in order to assert such counterclaim(s).

(d) The arbitration shall be filed with the office of the American Arbitration Association ("AAA") located in Detroit, Michigan or such other AAA office as the parties may agree upon (without any obligation to so agree). The arbitration shall be conducted pursuant to the Employment Arbitration Rules of AAA as in effect at the time of the arbitration hearing, such arbitration to be completed in a 60-day period. In addition, the following rules and procedures shall apply to the arbitration:

(i) The arbitrator shall have the sole authority to decide whether or not any Dispute between the parties is arbitrable and whether the party presenting the issues to be arbitrated has satisfied the conditions precedent to such party's right to commence arbitration as required by this Section 15.

(ii) The decision of the arbitrator, which shall be in writing and state the findings, the facts and conclusions of law upon which the decision is based, shall be final and

binding upon the parties, who shall forthwith comply after receipt thereof. Judgment upon the award rendered by the arbitrator may be entered by any competent court. Each party submits itself to the jurisdiction of any such court, but only for the entry and enforcement to judgment with respect to the decision of the arbitrator hereunder.

(iii) The arbitrator shall have the power to grant all legal and equitable remedies (including, without limitation, specific performance) and award compensatory and punitive damages if authorized by applicable law.

(iv) Except as provided in Section 11, the parties shall bear their own costs in preparing for and participating in the resolution of any Dispute pursuant to this Section 15, and the costs of the arbitrator(s) shall be equally divided between the parties.

(v) Except as provided in the last sentence of Section 15(a), the provisions of this Section 15 shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any Dispute arising in connection with this Agreement. Any party commencing a lawsuit in violation of this Section 15 shall pay the costs of the other party, including, without limitation, reasonable attorney's fees and defense costs.

16. Miscellaneous.

(a) Governing Law. This Agreement shall be interpreted, construed, governed and enforced according to the laws of the State of Michigan without regard to the application of choice of law rules.

(b) Amendments. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

(c) Severability. If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provisions shall be construed, if possible, so as to be enforceable under applicable law, or such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the beneficiaries, heirs and representatives of Executive (including the Beneficiary) and the successors and assigns of the Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, reorganization, consolidation, acquisition of property or stock, liquidation, or otherwise) to all or substantially all of its assets, by agreement in form and substance satisfactory to Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform this Agreement if no such succession had taken place. Regardless whether such agreement is executed, this Agreement shall be binding upon any successor of the Company in accordance with the operation of law and such successor shall be deemed the Company for purposes of this Agreement.

(e) Successors and Assigns. Except as provided in Section 16(d) in the case of the Company, or to the Beneficiary in the case of the death of Executive, this Agreement is not assignable by any party and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or other charge.

(f) Remedies Cumulative; No Waiver. No remedy conferred upon either party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by either party in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in such party's sole discretion.

(g) Survivorship. Notwithstanding anything in this Agreement to the contrary, all terms and provisions of this Agreement that by their nature extend beyond the termination of this Agreement shall survive such termination.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one document. Signatures to this Agreement may be delivered by any electronic means.

17. No Contract of Employment. Nothing contained in this Agreement will be construed as a right of Executive to be continued in the employment of the Company, or as a limitation of the right of the Company to discharge Executive with or without Cause, subject to the provisions hereof governing severance payments and other rights of Executive following termination.

18. Section 409A of the Code. The intent of the parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A of the Code and, accordingly, to the maximum extent permitted, this Agreement shall be construed and interpreted in accordance with such intent. Executive's termination of employment (or words to similar effect) shall not be deemed to have occurred for purposes of this Agreement unless such termination of employment constitutes a "separation from service" within the meaning of Code Section 409A and the regulations and other guidance promulgated thereunder.

(a) Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed on the date of Executive's termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by the Company from time to time, or if none, the default methodology set forth in Code Section 409A, then with regard to any payment or the providing of any benefit that constitutes "non-qualified deferred compensation" pursuant to Code Section 409A and the regulations issued thereunder that is payable due to Executive's separation from service, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided to Executive prior to the earlier of (i) the expiration of the six (6) month period measured from the date of Executive's separation from service, and (ii) the

date of Executive's death (the "Delay Period"). On the first day of the seventh month following the date of Executive's separation from service or, if earlier, on the date of Executive's death, all payments delayed pursuant to this Section 18(a) shall be paid or reimbursed to Executive in a lump sum, and any remaining payments and benefits due to Executive under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(b) To the extent any reimbursement of costs and expenses provided for under this Agreement constitutes taxable income to Executive for Federal income tax purposes, such reimbursements shall be made no later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred. With regard to any provision herein that provides for reimbursement of expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Any tax gross-ups provided for under this Agreement shall in no event be paid to Executive later than the December 31 of the calendar year following the calendar year in which the taxes subject to gross-up are incurred or paid by Executive.

(c) If any amount under this Agreement is to be paid in two or more installments, for purposes of Code Section 409A each installment shall be treated as a separate payment.

19. Executive Acknowledgement. Executive hereby acknowledges that Executive has read and understands the provisions of this Agreement, that Executive has been given the opportunity for Executive's legal counsel to review this Agreement, that the provisions of this Agreement are reasonable and that Executive has received a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be executed as of the date first above written.

ROCKWELL MEDICAL, INC.

| | | |
|---|---|---|
| By: | /s/ Robert L. Chioini | /s/ Thomas E. Klema |
| Name: | Robert L. Chioini | Thomas E. Klema |
| Title: | President and Chief Executive Officer | |

**EXHIBIT A**

(a) **"Beneficiary"** means any individual, trust or other entity named by Executive to receive the payments and benefits payable hereunder in the event of the death of Executive. Executive may designate a Beneficiary to receive such payments and benefits by completing a form provided by the Company and delivering it to the General Counsel or Secretary of the Company. Executive may change his designated Beneficiary at any time (without the consent of any prior Beneficiary) by completing and delivering to the Company a new beneficiary designation form. If a Beneficiary has not been designated by Executive, or if no designated Beneficiary survives Executive, then the payment and benefits provided under this Agreement, if any, will be paid to Executive's estate, which shall be deemed to be Executive's Beneficiary.

(b) **"Cause"** means: (i) Executive's willful and continued neglect of Executive's duties with the Company or willful failure to comply with an express written directive of the Board relating to Executive's duties (other than as a result of Executive's incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Executive by the Board (or a committee thereof) which specifically identifies the manner in which the Company believes that Executive has neglected his duties or failed to comply with a Board directive; (ii) the final conviction of Executive of, or an entering of a guilty plea or a plea of no contest by Executive to, a felony; or (iii) Executive's willful engagement in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company.

For purposes of this definition, no act or failure to act on the part of Executive shall be considered "willful" unless it is done, or omitted to be done, by Executive in bad faith or without a reasonable belief that the action or omission was in the best interests of the Company or following a specific directive to take such action by the Board (or a committee thereof) or without a reasonable belief that the action or omission would be in violation of applicable law or regulation (including, without limitation, stock exchange regulations). Any act, or failure to act, based on authority given pursuant to a resolution duly adopted by the Board, or the advice of counsel to the Company, will be presumed to be done, or omitted to be done, by Executive in good faith and in the best interests of the Company.

(c) **"Change of Control"** means the occurrence of any one of the following events:

(i) any "person" (as defined in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the "Exchange Act")), other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company, an underwriter temporarily holding securities pursuant to an offering of such securities or any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, directly or indirectly (x) acquires "beneficial ownership" (as defined in Rule 13d-3 under the Exchange Act) of securities representing more than 50% of the combined voting power of the Company's then outstanding securities or; (y) acquires within a 12 consecutive month period "beneficial ownership" (as

defined in Rule 13d-3 under the Exchange Act) of securities representing 35% of the combined voting power of the Company's then outstanding securities;

(ii) persons who comprise a majority of the Board are replaced during any 12 consecutive month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of such appointment or election;

(iii) the consummation of a reorganization, merger, statutory share exchange, consolidation or similar corporate transaction (each, a "Business Combination") other than a Business Combination in which all or substantially all of the individuals and entities who were the beneficial owners of the Company's voting securities immediately prior to such Business Combination beneficially own, directly or indirectly, 50% or more of the combined voting power of the voting securities of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of the Business Combination owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership of the Company's voting securities immediately prior to such Business Combination; or

(iv) any "person" (as defined in Sections 13(d) and 14(d) of the Exchange Act) acquires all or substantially all of the assets of the Company within any 12 consecutive month period.

Notwithstanding the foregoing, none of the foregoing events shall constitute a Change of Control of the Company unless such event also constitutes a change in ownership of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(v), a change in the effective control of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(vi) or a change in ownership of a substantial portion of the assets of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(vii).

(d) **"Change of Control Date"** means any date after the date hereof on which a Change of Control occurs; provided, however, that if a Change of Control occurs and if Executive's employment with the Company is terminated or an event constituting Good Reason (as defined below) occurs prior to the Change of Control, and if it is reasonably demonstrated by Executive that such termination or event (i) was at the request of a third party who has taken steps reasonably calculated to effect the Change of Control, or (ii) otherwise arose in connection with or in anticipation of the Change of Control then, for all purposes of this Agreement, the Change of Control Date shall mean the date immediately prior to the date of such termination or event.

(e) **"Code"** means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(f) **"Date of Termination"** means the date specified in a Notice of Termination pursuant to Section 8 hereof, or Executive's last date as an active employee of the Company before a termination of employment due to death, Disability or other reason, as the case may be.

(g) **"Disability"** means a mental or physical condition that renders Executive substantially incapable of performing his duties and obligations under this Agreement, after taking into account provisions for reasonable accommodation, as determined by a medical doctor (such doctor to be mutually determined in good faith by the parties) for three or more consecutive months or for a total of six months during any 12 consecutive months; provided, that during such period the Company shall give Executive at least 30 days' written notice that it considers the time period for disability to be running.

(h) **"Effective Period"** means the period beginning on the Change of Control Date and ending 18 months after the date of the related Change of Control.

(i) **"Good Reason"** means, unless Executive has consented in writing thereto, the occurrence of any of the following: (i) the assignment to Executive of any duties materially inconsistent with Executive's position under this Agreement, including any material change in status, title, authority, duties or responsibilities, or other action which results in a material diminution in Executive's duties or responsibilities; (ii) a reduction in Executive's Base Salary by the Company of more than 5%, unless such reduction is made proportionately in connection with broader salary reductions among all of the Company's executive officers; (iii) the relocation of Executive's office to a location more than 30 miles from Wixom, Michigan; (iv) the failure of the Company to comply with the provisions of Section 5 in any material respect; or (v) the failure of the Company to obtain the assumption in writing of the Company's obligation to perform this Agreement by any successor to all or substantially all of the assets of the Company within 15 days after a Business Combination or a sale or other disposition of all or substantially all of the assets of the Company.

**EXHIBIT B**
**EMPLOYEE CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS, NON-INTERFERENCE AND NON-COMPETITION AGREEMENT**

The following is an agreement ("Agreement") is made as of March 7, 2018 between Rockwell Medical, Inc., a Michigan corporation (the "Company"), and any successor in interest, and me, Thomas E. Klema, and this Agreement is a material part of the consideration for my Employment Agreement with the Company:

1. Job Title and Responsibility. I understand that my job title with the Company will be Vice President, Chief Financial Officer, Treasurer and Secretary. My job duties and responsibilities will be those set forth in my Employment Agreement with the Company.

2. Consideration. I understand that the consideration to me for entering into this Agreement is my Employment Agreement with the Company, and I agree that this consideration is fully adequate to support this Agreement.

3. Proprietary Information. I acknowledge that the Company is engaged in a continuous program of research, development and production. I also acknowledge that the Company possesses or has rights to secret, private, confidential information and processes (including processes and information developed by me during my employment by the Company) which are valuable, special and unique assets of the Company and which have commercial value in the Company's business ("Proprietary Information"). Proprietary Information includes, but is not limited to, information and details regarding the Company's business, trade or business secrets, inventions, intellectual property, systems, policies, records, reports, manuals, documentation, models, data and data bases, products, processes, operating systems, manufacturing techniques, research and development techniques and processes, devices, methods, formulas, compositions, compounds, projects, developments, plans, research, financial data, personnel data, internal business information, strategic and staffing plans and practices, business, marketing, promotional or sales plans, practices or programs, training practices and programs, costs, rates and pricing structures and business methods, computer programs and software, customer and supplier identities, information and lists, confidential information regarding customers and suppliers, and contacts at or knowledge of Company suppliers and customers or of prospective or potential customers and suppliers of the Company.

4. Obligation of Confidentiality. I understand and agree that my employment creates a relationship of confidence and trust between the Company and me with respect to (i) all Proprietary Information, and (ii) the confidential information of others with which the Company has a business relationship. At all times, both during my employment by the Company and after the termination of my employment (whether voluntary or involuntary), I will keep in confidence and trust all such information, and I will not use, reveal, communicate, or disclose any such Proprietary Information or confidential information to anyone or any entity, without the written consent of the Company, unless I am ordered to make disclosure by a court of competent jurisdiction.

5. Ownership, Disclosure and Assignment of Proprietary Information and Inventions. In addition, I hereby agree as follows:

(a) Ownership and Assignment. All Proprietary Information is, and shall be, the sole and exclusive property of the Company and its successors and assigns, and the Company and its successors and assigns shall be the sole and exclusive owner of all Proprietary Information, including, but not limited to, trade secrets, inventions, patents, trademarks, copyrights, and all other rights in connection with such Proprietary Information. I agree that I have no rights in Proprietary Information. I hereby assign, and shall assign, to the Company and its successors and assigns any and all rights, title and interest I may have or acquire in Proprietary Information. Any copyrightable work prepared in whole or in part by me in the course of my employment shall be deemed "a work made for hire" under applicable copyright laws, and the Company and its successors and assigns shall own all of the rights in any copyright.

(b) Return of Materials and Property. All documents, records, apparatus, equipment, databases, data and information, whether stored in physical form or by electronic means, and all electronic, computer, intellectual, and physical property ("Materials and Property"), whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by me or others in connection with employment, shall be and remain the sole and exclusive property of the Company. I shall return to the Company all Materials and Property as and when requested by the Company. Even if the Company does not so request, I shall return all Materials and Property upon termination of employment by me or by the Company for any reason, and I will not take with me any Materials and Property, or any reproduction thereof, upon such termination.

(c) Notification. During the term of my employment and for one (1) year thereafter, I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, intellectual property, works of authorship, formulas, ideas, processes, techniques, discoveries, developments, designs, devices, innovations, know-how and data, and creative works in which copyright and/or unregistered design rights will subsist in various media (collectively, "Inventions"), whether or not such Inventions are patentable, which I make or conceive, contribute to, reduce to practice, or learn, either alone or jointly with others, during the term of my employment.

(d) Ownership of Inventions. I agree and acknowledge that all Inventions which I make, conceive, develop, or reduce to practice (in whole or in part, either alone or jointly with others) at any time during my employment by the Company, and (i) which were created using the equipment, supplies, facilities or trade secret information of the Company; or (ii) which were developed during the hours for which I was compensated by the Company; or (iii) which relate, at the time of conception, creation, development or reduction to practice, to the business of the Company or to its actual or demonstrably anticipated research and development; or (iv) which result from any work performed by me for the Company, shall be the sole and exclusive property of the Company and its successors and assigns (and to the fullest extent permitted by law shall be deemed works made for hire), and the Company and its successors and assigns shall be the sole and exclusive owner of all Inventions, patents, copyrights and all other rights in connection therewith. I hereby assign to the Company any and all rights I may have or acquire in such Inventions. I agree that any such Invention required to be disclosed under paragraph (c), above, within one (1) year after the termination of my employment shall be presumed to have

been conceived or made during my employment with the Company and will be assigned to the Company unless and until I prove and establish to the contrary.

(e) Assistance and Cooperation. With respect to Inventions described in paragraph (d), above, I will assist the Company in every proper way (but at the Company's expense) to obtain, and from time to time enforce, patents, copyrights or other rights on these Inventions in any and all countries, and will execute all documents reasonably necessary or appropriate for this purpose. This obligation shall survive the termination of my employment. In the event that the Company is unable for any reason whatsoever to secure my signature to any document reasonably necessary or appropriate for any of the foregoing purposes (including renewals, extensions, continuations, divisions or continuations in part), I hereby irrevocably designate and appoint the Company, and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by me.

(f) Exempt Inventions. I understand that this Agreement does not require assignment of an Invention for which no equipment, supplies, facilities, resources, or trade secret information of the Company was used and which was developed entirely by me on my own time, unless the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development. However, I will disclose to the Company any Inventions I claim are exempt, as required by paragraph (c) above, in order to permit the Company to determine such issues as may arise. Such disclosure shall be received in confidence by the Company.

6. Prior Inventions. As a matter of record I attach hereto as Exhibit A a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment with the Company, that I desire to remove from the operation of this Agreement, and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions and improvements at the time of my signing this Agreement.

7. Other Business Activities. So that the Company may be aware of the extent of any other demands upon my time and attention, I will disclose to the Company (such disclosure to be held in confidence by the Company) the nature and scope of any other business activity in which I am or become engaged during the term of my employment. During the term of my employment, I will not engage in any business activity or employment which is in competition with, or is related to, the Company's business or its actual or demonstrably anticipated research and development, or that will affect in any manner my ability to perform fully all of my duties and responsibilities for the Company.

8. Non-Interference and Non-Solicitation of Employees, Customers and Others.

(a) During my employment with the Company and for twelve (12) months after the termination of my employment (whether the termination is by me or the Company, the "Restricted Period"), I will not, and will not attempt to directly or indirectly do any one or more

of the following: (i) induce, encourage or solicit any employee, consultant, or independent contractor of the Company to leave the Company for any reason, unless specifically requested to take such action in writing by the Company; or (ii) employ, retain, or engage any employee, consultant, or independent contractor of the Company. For purposes of this Section 8(a), the terms "employee", "consultant" and "independent contractor" shall include those who served in such capacities during within twelve (12) months preceding the date of the termination of my employment.

(b) During the Restricted Period, I will not, and will not attempt to, directly or indirectly, solicit, divert, disrupt, interfere with or take away any Company customer, supplier, agent, vendor, distributor, representative, or other contracting party with the Company that had such a relationship with the Company during my employment with the Company to a business that is a Competitor of the Company. For purposes of this Agreement, the term "Competitor" shall include any company or other entity engaged in developing or commercializing any one or more of the following: (i) drug products, drug therapies and concentrates/dialysates that target end-stage renal disease and chronic kidney disease resulting in the treatment of iron deficiency, secondary hyperparathyroidism and hemodialysis or (ii) any product or process developed and commercialized, or under development in whole or in part, by the Company during my employment.

(c) During the Restricted Period, I will not, and will not attempt to, directly or indirectly induce any customer, supplier, agent, vendor, distributor, representative, or other contracting party with the Company that had such a relationship with the Company during my employment with the Company, to reduce its patronage of the Company or to terminate any written or oral agreement or understanding, or any other business relationship with the Company.

9. Non-Competition During and After Employment. During the Restricted Period, I will not directly or indirectly, without the prior written consent of the Company, maintain a relationship with a Competitor including as an employee, employer, consultant, agent, lender, investor, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity. I understand and agree that the restrictions in this paragraph are necessary and reasonable to protect the legitimate business interests of the Company.

10. Obligations to Former Employers. I represent that my execution of this Agreement, my employment with the Company, and my performance of my duties and proposed duties to the Company will not violate any obligations or agreements I have, or may have, with any former employer or any other third party, including any obligations and agreements requiring me not to compete or to keep confidential any proprietary or confidential information. I have not entered into, and I will not enter into, any agreement which conflicts with this Agreement or that would, if performed by me, cause me to breach this Agreement. I further represent that I have no knowledge of any pending or threatened litigation to which the Company may become a party by virtue of my association with the Company. I further agree to immediately inform the Company of any such pending or threatened litigation should it come to my attention during the course of my employment. I also represent that I have provided to the Company for its inspection before I signed this Agreement all confidentiality, non-compete, non-solicitation, and all other employment-related agreements and obligations to which I am party to which I am bound.

11. Confidential Information of, and Agreements with, Former Employers. In the course of performing my duties to the Company, I will not utilize any trade secrets, proprietary or confidential information of or regarding any former employer or business affiliate, nor violate any written or oral, express or implied agreement with any former employer or other third party.

12. United States Government Obligations. I acknowledge that the Company from time to time may have agreements with other persons or with the United States Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions which are made known to me and to take all action necessary to discharge the obligations of the Company under such agreements.

13. Remedies. I acknowledge that my failure to comply with, or my breach of, any of the terms and conditions of this Agreement shall irreparably harm the Company, and that money damages would not adequately compensate the Company for this harm. Accordingly, I acknowledge that in the event of a threatened or actual breach by me of any provision of this Agreement, in addition to any other remedies the Company may have at law, the Company shall be entitled to equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy then available, without requiring the Company to post any bond. I agree that nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to it for such threatened or actual breach, including money damages, and I agree that the Company shall be entitled to recover from me any attorney's fees it incurs in enforcing the terms of this Agreement.

14. Not an Employment Agreement. I acknowledge and agree that this Agreement is not a contract of employment for any specific period of time.

15. Miscellaneous.

(a) Reformation and Severability. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision shall be reformed and/or construed, if possible, to be enforceable under applicable law; otherwise, such provision shall be excluded from this Agreement and the balance of the Agreement shall remain fully enforceable and valid in accordance with its terms.

(b) No Waiver. No delay or omission by the Company in exercising any right hereunder will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(c) Reassignment. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employment I may be transferred, without the necessity that this Agreement be reassigned at the time of such transfer.

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan (but not the law or principles of conflict of laws). The parties submit to the exclusive jurisdiction of the state or federal courts of Michigan for all disputes arising out of or relating to this Agreement, and hereby waive, and agree not to assert, in any action, suit, or proceeding between the parties arising out of or relating to this Agreement that the action, suit, or proceeding may not be brought or is not maintainable in such courts, that this Agreement may not be enforced by such courts, that the action, suit, or proceeding is brought in an inconvenient forum, that the venue of the action, suit, or proceeding is improper, or that the action, suit, or proceeding, if brought in Michigan state court, may be removed to federal courts.

(e) Effective Date. This Agreement shall be effective as of the date of my Employment Agreement with the Company, shall be binding upon me, my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company and its successors and assigns.

(f) Entire Agreement. This Agreement, together with my Employment Agreement with the Company, contains the entire agreement of the parties relating to the subject matter herein, and may not be waived, changed, extended or discharged except by an agreement in writing signed by both parties.

(g) Acknowledgement. I acknowledge and agree that I have fully read and that I understand all of the terms and provisions of this Agreement, that I have had the opportunity to consult with an attorney and to discuss this Agreement with an attorney, that I have had any questions regarding the effect of this Agreement or the meaning of its terms answered to my satisfaction, and, intending to be legally bound hereby, I freely and voluntarily sign this Agreement.

Rockwell Medical, Inc.

Signature: /s/ Thomas E. Klema
Name: Thomas E. Klema

By: /s/ Robert L. Chioini
Name: Robert L. Chioini
Title: President and Chief Executive Officer

EXHIBIT A

1. The following is a complete list of all inventions or improvements ("Intellectual Property") relevant to my employment by Rockwell Medical, Inc. (the "Company") that have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment by the Company that I desire to remove from the operation of the Employee Confidentiality, Assignment of Inventions, Non-Interference and Non-Competition Agreement between me and the Company (the "Employee Agreement").

☐ No Intellectual Property.

☐ Any and all Intellectual Property regarding:

☐ Additional sheets attached.

2. I propose to bring to my employment the following materials and documents of a former employer or materials and documents created by me and/or others during any previous employment ("Materials"):

☐ No Materials.

☐ Materials:

☐ Additional sheets attached.

3. I acknowledge and agree that the Materials set forth above are being provided by me in accordance with the representations set forth in Section 6 of the Employee Agreement between me and the Company.

Signature: _____

Name: _____

**Exhibit 99.1**

**PRESS RELEASE**

ROCKWELL MEDICAL, INC. APPOINTS TWO INDEPENDENT AND EXPERIENCED LIFE SCIENCES EXECUTIVES TO BOARD OF DIRECTORS

*Lisa Colleran and Benjamin Wolin Unanimously Appointed to Rockwell Board*

*Wolin Named Chairman of the Board*

*Company Reaches Support Agreement with Richmond Brothers*

**WIXOM, Michigan - March 13, 2018 -** Rockwell Medical, Inc. (NASDAQ: RMTI), (the "Company") announced today that it has unanimously appointed Lisa Colleran and Benjamin Wolin to its Board of Directors, effective March 7, 2018. Mr. Wolin was also appointed Chairman of the Board.

The Company further announced that it has reached a support agreement with Richmond Brothers, an investment advisor that is the beneficial owner of 10.8% of the Company's stock. The agreement outlines Richmond Brother's support for the Company's proposal to declassify its Board of Directors, resulting in director terms of one year for all directors. The proposal will be made to all shareholders at the upcoming Annual Shareholder meeting in June, 2018.

Robert L. Chioini, Chief Executive Officer of Rockwell, stated, "The addition of Lisa and Ben will add important expertise and experience to the Board of Directors. In addition to these new board appointments, the corporate governance improvement outlined in our support agreement with Richmond Brothers underscores our commitment to driving shareholder value as we embark on this next stage of growth for the Company." Chioini added, "We have a great foundation at the Company, with two important FDA-approved drugs, and I couldn't be more excited about the progress we are making on numerous fronts."

Mr. Wolin was co-founder and CEO of Everyday Health (NYSE: EVDY), the leading digital marketing and communication platform for consumers, doctors and healthcare companies, until it was acquired by JCOM in 2016 for nearly $500 million. Mr. Wolin is also Chairman of Diplomat Specialty Pharmacy (NYSE: DPLO), the nation's largest independent specialty pharmacy, and serves as an advisor and board member to a variety of other leading technology and healthcare organizations.

Mr. Wolin commented, "Rockwell Medical's products improve patient outcomes and Triferic can help reduce overall healthcare spending by reducing the side effects and complications from renal care. The Company's mission is important and I look forward to working with Rob, Rockwell's CEO & Founder, and the rest of the Board of Directors, to help drive success for all of our key stakeholders, including patients, providers, employees and shareholders."

Ms. Colleran is a veteran in the healthcare industry with more than 30 years of experience leading specialty medical products companies, growing markets and creating shareholder value. She served as President, Chief Executive Officer and Board Member for LifeCell Corporation from 2011 to 2013. During her 11-year tenure, LifeCell's annual revenues grew from $25 million to $400 million and its market valuation increased from $100 million to $1.7 billion, when LifeCell was sold in 2008. Prior to LifeCell, Ms. Colleran spent approximately 20 years at Baxter Healthcare's Renal Division in various commercial and general management roles with increasing responsibilities. She is currently an active board member, advisor, and consultant to several innovative medical technology companies.

"It is an exciting time for Rockwell, and I am delighted to be joining the Board of Directors at this critical time," said Ms. Colleran. "Renal patients deserve to have access to the Company's

innovative anemia management therapy and I believe Rockwell Medical is poised to work closely with the nephrology community to make a real difference in renal patients' lives."

In conjunction with the changes, Mr. Wolin will join the Audit and Compensation Committees, Ms. Colleran will join Compensation and Governance and Nominating Committees and Mark Ravich was appointed Chairman of the Compensation Committee.

Patrick Bagley, one of Company's longest serving directors and critical advisors, has decided not to stand for re-election to the Board of Directors at the Company's Annual Shareholder meeting.

"I am pleased with today's announcements," said David Richmond, Founding Partner and Chairman of Richmond Brothers. "I believe the Board of Directors and governance of Rockwell Medical are aligned with shareholders' interests and will help ensure that the company maximizes shareholder value. I remain confident in the Company's business and opportunities."

**About Benjamin Wolin**

Mr. Benjamin Wolin was Chief Executive Officer and Co-Founder of Everyday Health, Inc., ("Everyday Health") from January 2002 to December 2016. Mr. Wolin is currently Chairman of Diplomat Specialty Pharmacy (NYSE: DPLO), the nation's largest independent specialty pharmacy. Mr. Wolin also serves on the Board of Directors of a Dance Biopharm, a privately-held biotechnology company focused on the development of Dance 501, a proprietary 'soft-mist' inhaled insulin product to treat diabetes. Mr. Wolin also serves as an advisor and board member to a variety of other leading technology and healthcare organizations. He is a graduate of Bowdoin College.

**About Lisa Colleran**

Ms. Lisa Colleran was Global President of LifeCell Corporation from August 2008 to April 2013 and served as its Chief Executive Officer from January 2012 to April 2013. She joined LifeCell in December 2002 as Vice President of Marketing and Business Development and served as Senior Vice President of Commercial Operations from July 2004 to August 2008. Prior to LifeCell, Ms. Colleran spent 20 years at Baxter Healthcare's Renal Division in various commercial and general management roles. Early in her career, Ms. Colleran was a renal dialysis nurse at Cornell Medical Center. She currently serves on the Board of Directors of Establishment Labs, an innovative breast implant company and Ariste Medical a company developing a new class of drug eluting medical devices. Ms. Colleran recently served as a board member for Novadaq Technologies, Inc., helping to oversee its $700M sale to Stryker Corporation. Ms. Colleran received her Bachelor of Science from Molloy College and her Masters in Business Administration from Loyola University of Chicago.

**About Rockwell Medical, Inc.**

Rockwell Medical, Inc. ("Rockwell") is a fully-integrated biopharmaceutical company targeting end-stage renal disease (ESRD) and chronic kidney disease (CKD) with innovative products for the treatment of iron replacement, secondary hyperparathyroidism and hemodialysis.

Rockwell's FDA approved drug Triferic is indicated for iron replacement and maintenance of hemoglobin in hemodialysis patients suffering from anemia. Triferic delivers iron to patients during their regular dialysis treatment, using dialysate as the delivery mechanism. Triferic has demonstrated that it safely and effectively delivers sufficient iron to the bone marrow and

maintains hemoglobin, without increasing iron stores (ferritin). Rockwell intends to market Triferic to hemodialysis patients in the U.S. dialysis market and globally.

Rockwell's FDA approved generic drug Calcitriol is for treating secondary hyperparathyroidism in dialysis patients. Calcitriol (active vitamin D) injection is indicated in the management of hypocalcemia in patients undergoing chronic renal dialysis. It has been shown to significantly reduce elevated parathyroid hormone levels. Reduction of PTH has been shown to result in an improvement in renal osteodystrophy. Rockwell intends to market Calcitriol to hemodialysis patients in the U.S. dialysis market.

Rockwell is also an established manufacturer and leader in delivering high-quality hemodialysis concentrates/dialysates to dialysis providers and distributors in the U.S. and abroad. As one of the two major suppliers in the U.S., Rockwell's products are used to maintain human life by removing toxins and replacing critical nutrients in the dialysis patient's bloodstream. Rockwell has three U.S. manufacturing/distribution facilities.

Rockwell's exclusive renal drug therapies support disease management initiatives to improve the quality of life and care of dialysis patients and are intended to deliver safe and effective therapy, while decreasing drug administration costs and improving patient convenience. Rockwell is developing a pipeline of drug therapies, including extensions of Triferic for indications outside of hemodialysis. Please visit www.rockwellmed.com for more information.

Certain statements in this press release constitute "forward-looking statements" within the meaning of the federal securities laws, including, but not limited to, Rockwell's intention to sell and market Calcitriol and Triferic. Words such as "may," "might," "will," "should," "believe," "expect," "anticipate," "estimate," "continue," "could," "plan," "potential," "predict," "forecast," "project," "plan", "intend" or similar expressions, or statements regarding intent, belief, or current expectations, are forward-looking statements. While Rockwell believes these forward-looking statements are reasonable, undue reliance should not be placed on any such forward-looking statements, which are based on information available to us on the date of this release. These forward-looking statements are based upon current estimates and assumptions and are subject to various risks and uncertainties, (including without limitation those set forth in Rockwell's SEC filings), many of which are beyond our control, actual results could be materially different. Rockwell expressly disclaims any obligation to update or alter any statements whether as a result of new information, future events or otherwise, except as required by law.

**Contact:**
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