

Application: 0000000076

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Harm Reduction and Prevention Drop-In Center

Summary

ID: 0000000076

Last submitted: Oct 20 2025 10:47 AM (CDT)

SECTION 1: GENERAL INFORMATION

Completed - Oct 17 2025

Section 1

SECTION 1: GENERAL INFORMATION

Agency Name:

CAYA Clinic, Inc

EIN:

[REDACTED]

Address:

4785 Hayes Rd STE 201

City, State, Zip Code:

Madison, WI, %3704

Contact Name:

Skye Boughman

Email Address:

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Phone Number:

608-218-4171

SECTION 3: BUDGET

Project Budget

Please complete and attach your proposed budget using the following template:

[Budget Template](#)

Filename: RLD Drop in Center Budget.xlsx **Size:** 37.0 kB

SECTION 4: REQUIRED ATTACHMENTS

IRS Determination Letter

Document confirming your agency's non-profit status

Filename: CAYA Clinic IRS Determination Letter 2 copy 3.pdf **Size:** 135.5 kB

Organizational Budget

Agency budget for the most recent year



Filename: 2025 CAYA Budget.pdf Size: 91.1 kB

Collaborative Agreement or Memorandum of Understands



Filename: 2025-10-9 CAYA Clinic Letter of Support_merged.pdf Size: 3.7 MB

Fiscal Agent Form



SECTION 2: APPLICATION DETAILS

Completed - Oct 17 2025

Section 2

SECTION 2: APPLICATION DETAILS

1. Organizational Overview

Describe your organization's history, mission, and relevant experience in providing harm reduction, prevention, and related services. Include any work with priority populations relevant to this RFP.

History

Come As You Are (CAYA) Clinic, Wisconsin's first nonprofit harm reduction psychotherapy practice, was founded on September 4, 2023, by harm reduction practitioners Lara Skye Boughman, Rene Livingston-DeTienne, and Kathy Holt. CAYA was created in direct response to the widening racial and structural inequities in overdose deaths across Dane County. The organization was built by and for people with lived experience of substance use and those that love them. Recognizing the lack of culturally grounded, non-coercive treatment options, CAYA established its harm reduction psychotherapy center in Madison's 53704 zip code, a strategic decision rooted in meeting people where they are within the communities most impacted by the intersection of overdose, poverty, racism, and systemic barriers to care.

Mission

CAYA's mission is to meet people who use drugs in Wisconsin where they are and utilize evidence-based harm reduction therapy techniques to reduce drug-related harms, prevent overdose, and promote the empowerment of people who use drugs. CAYA provides services to all regardless of health insurance status. All participants have access to harm reduction supplies in addition to therapy and peer services, with an emphasis on serving historically marginalized communities through programs created by and staffed by people from their own communities.

Relevant Experience in Harm Reduction, Prevention, and Related Services

Leadership Rooted in Lived Experience and Community Expertise

CAYA is led by people with lived experience and BIPOC leaders who understand the communities they serve. Rene Livingston-DeTienne, Former BIPOC Program and Outreach Manager (for whom we propose naming the center): Was instrumental in managing outreach, harm reduction supplies distribution, and ensuring services are welcoming and accessible to Black and Brown communities.

Board of Directors: Composed of community leaders who all have lived experience of substance use disorder and/or are affected family members, ensuring governance reflects the communities served. Qualified as a Recovery Community Organization by Faces & Voices of Recovery.

Demonstrated Track Record

In its first year and a half of operation, CAYA:

Our client population identifies as 36% unhoused, over 50% queer, 52% Caucasian, 28% African American/Black, 11% Hispanic, 8% Asian, and 61% have Medicaid

Provided 9,584 hours of harm reduction psychotherapy to 495 unique clients reducing anxiety by 5 pts, depression by 7 pts, and cut substance use in half with and 87% client satisfaction rate

Distributed 11804 naloxone doses (712 nasal, 11092 intramuscular)

Distributed 10500 injection supplies, 8,544 smoking supplies and more than 5000 safe sex supplies

Trained hundreds of community members on identifying and responding to overdose

Maintained full compliance with Wisconsin Administrative Codes 35 and 75.50, HIPAA, and CFR 42 Part 2

Operated a volunteer led mobile outreach program delivering harm reduction supplies directly to underserved communities

Previous Community Prevention Work (2017-2020)

Previous Community Work (2017-2020): Staff members managed the Strategic Prevention Framework in Dane County, establishing:

African American Opioid Coalition: Centering Black communities in overdose prevention efforts

Pride in Prevention Coalition: Addressing LGBTQ+ health equity

Listening sessions with PHMDC: to understand harm reduction needs of women of color

This work built trusted relationships with PHMDC and community stakeholders that position CAYA to lead collaborative and inclusive harm reduction efforts.

2. Program Description

Provide a comprehensive description of the proposed drop-in center, including all major program activities. Highlight how the program addresses the RFP priorities and required service components. Include information on relevant trainings, certifications, and licensure needed to implement all proposed program activities.

The Rene Livingston-DeTienne Drop-In Center will serve as a centralized hub for harm reduction and prevention services, located at 1765 Thierer Road in Madison, WI. The 2,400-square-foot facility will operate Tuesday through Saturday from 12:00 to 6:00 PM. This low-barrier space will provide 10,400 participant interactions and serve 800 distinct participants per year, with no appointments, ID, insurance, or sobriety required. The center honors CAYA's former BIPOC Program Manager Rene Livingston-DeTienne, who championed this project and built trust with Black communities most affected by overdose.

Core Services:

Safe, low-barrier access point open-door drop-in space with peer greeters, comfortable common areas, private consultation spaces, and no-barrier entry. Staffed by peer specialists, program coordinators, and outreach workers. Harm reduction supplies distribution free, unlimited access to naloxone (nasal/intramuscular), fentanyl/xylazine test strips, sterile syringes, safer smoking supplies, condoms, wound care supplies, and sharps disposal. Includes one-on-one safer use consultations and demonstrations.

Overdose prevention education naloxone training covering overdose recognition, rescue breathing, administration, and Good Samaritan protections. Safer use education includes substance testing, not using alone, and fentanyl awareness. Peer-led training empowers community members as trainers. Certification Required: Overdose Prevention Training (DHS-approved).

HIV/HCV screening and linkage confidential rapid testing with 20-minute results, pre/post-test counseling, warm handoffs to treatment, and PrEP/PEP education. Partnerships with PHMDC for onsite testing and cab rides provided in budget for further services, OutReach for LGBTQ+ services, Vivent Health, DHS Harm Reduction Program, and UW Health. Partners hold certifications in HIV and HCV rapid testing as well as full blood draw procedures, in compliance with Wisconsin state regulations.

Navigation services comprehensive resource navigation for medical care (primary care, wound care, MOUD through Compass and Rogers WORTH IT), mental health (CAYA's harm reduction therapy contracted with all Medicaid HMOs and Dane County networks), housing (YWCA, OutReach, HATS), SUD treatment (respecting client choice), and benefits enrollment (Medicaid, FoodShare, SSI/SSDI). Includes transportation coordination and systems advocacy. Preferred: Certified Peer Specialist (CPS), Certified Recovery Coach (CCAR).

Peer Support Services designed and delivered by people with lived experience, including drop-in peer support, one-on-one mentoring, weekly harm reduction groups, identity-based groups (Black men, LGBTQ+, older adults), family support groups, street outreach to encampments, and a paid Peer Advisory Board ensuring community

accountability. Required: Certified Peer Specialist (CPS), Certified Recovery Coach (CCAR).

Basic needs services self-service access to nutrition (snacks, meals, coffee), hygiene supplies (including menstrual products), clothing closet, laundry/shower facilities, phone charging, computer/WiFi access, transportation (bus passes), mail services, and medication storage lockers.

Culturally and Linguistically appropriate services bilingual staff (Spanish, Hmong), interpretation in 40+ languages through Madison Interpreter Co-Op, translated materials, LGBTQ+ affirmation (inclusive intake, all-gender bathrooms, OutReach partnership), racial equity framework with BIPOC leadership, and cultural programming co-designed with communities. Training required: CLAS Standards (Health Knowledge), cultural humility, implicit bias, LGBTQ+ competency.

Prevention Services Referrals to affected family member programming, medication lockboxes for safe storage, Safe Baby kits (lockbox, moses bed, safe sleeping education), and priority access to CAYA's perinatal therapists and MOUD induction.

Additional services included are personalized harm reduction planning, full-time case manager onsite (food access, benefit enrollment, housing navigation), wellness groups (art therapy, yoga, drumming), same-day MOUD linkages to WORTH IT and Compass, employment support through YWCA partnerships, basic wound care by licensed professional

3. Prevention and Harm Reduction

Describe your organization's approach to prevention, harm reduction, and health promotion. Provide specific examples of how you have incorporated these principles and other evidence-based practices in past and current programming, as well as the proposed program activities.

Philosophical Framework: Healing-Centered Harm Reduction

CAYA operates from a Healing-Centered Harm Reduction (HCHR) framework addressing interpersonal and structural harm—trauma, racism, poverty, and criminalization driving substance use in marginalized communities. Core principles include holistic, anti-oppressive approaches; community-led programming; honoring multiple pathways without coercion; accountability through transformative justice; and pragmatic resource access.

Living the Principles: CAYA's Culture

All staff have lived experience, creating authentic peer relationships where visitors cannot distinguish staff from clients—erasing hierarchy. Clients inform all policy changes through restorative justice circles rather than punishment. When conflicts arise, the community gathers in circle to restore relationships and accountability. The “living room” serves as a centralized hub where clients and staff simply exist without conditions or expectations—a genuine safe haven unlike traditional counseling centers. CAYA serves diverse populations: 36% unhoused, 50%+ queer, 28% Black, 11% Hispanic, 8% Asian, 52% Caucasian, and 61% with Medicaid. Community trust is so deep that CAYA regularly must set donation boundaries because people continuously want to give back.

Primary Prevention

CAYA prevents substance use initiation by addressing intergenerational trauma and building resilience through education, naloxone training for families and faith communities, stigma-reduction campaigns, and culturally specific programs. From 2017–2020, staff helped establish the African American Opioid Coalition and Pride in Prevention Coalition—centering equity in prevention.

At the Drop-In Center, participants will be referred to CAYA's youth program (ages 5–18) using narrative therapy to help children understand parental substance use as a health issue, not rejection. Youth also receive psychoeducation on substance use disorders and family impact. Perinatal specialists extend services from the clinic to the Drop-In Center, ensuring continuous, family-focused prevention.

Harm Reduction

In its first 18 months, CAYA distributed 11,804 naloxone doses, 10,500 injection supplies, 8,544 safer smoking supplies, and 5,000+ safe sex supplies. Outcomes include a 5-point anxiety reduction, 7-point depression reduction, 15-point substance use reduction, and 87% client satisfaction.

The Rene Livingston-DeTienne Drop-In Center will expand these outcomes by offering comprehensive harm reduction supplies (naloxone; drug test strips; syringes; safer smoking and sex kits), overdose prevention training, peer support, HIV/HCV screening, wound care, and navigation to housing, healthcare, and treatment.

Health Promotion: Social Determinants as Healthcare

CAYA defines health as wellbeing, dignity, autonomy, and community connection—not just the absence of disease.

Social determinants are treated as healthcare:

Housing is healthcare — 36% of clients are unhoused or unstably housed. CAYA provides housing navigation and referral to CCS.

Employment, anti-racism, LGBTQ+ affirmation, and justice reform are healthcare.

CAYA offers a food pantry, clothing support, and benefits navigation, along with a playroom for children and sensory needs.

Evidence-Based Practices

CAYA provides 4,000+ hours of integrated harm reduction therapy (DBT, CBT, ACT, MI, EMDR) with in-person and virtual options and higher retention than abstinence-based models. Peer-led mobile outreach reaches encampments and shelters—no ID or appointments required. Staff deliver LGBTQ+ affirming care through partnerships with OutReach and culturally specific programming with the African American Opioid Coalition and Aaron Perry Family Clinic.

Application to Drop-In Center

The Rene Livingston-DeTienne Drop-In Center will integrate prevention, harm reduction, and health promotion through peer-led services, maintaining low-barrier access and warm handoffs to housing (YWCA/HATS), healthcare (Compass/PHMDC), and employment programs—creating a true community sanctuary rooted in healing-centered harm reduction.

4. Community Responsiveness and Low-Barrier Access

Explain how the proposed program is tailored to meet the needs of the populations you intend to serve.

Describe the specific strategies you will use to ensure the drop-in center is accessible and welcoming to individuals who may be unsheltered, under the influence, or facing stigma. How will you ensure the population of focus utilizes the drop-in center?

Accessibility and Engagement Strategy

Intended Populations: Black Men and Other Marginalized Communities

Black residents in Dane County continue to face the highest overdose burden. From 2021–2023, the age-adjusted overdose death rate among Black residents was 127.9 per 100,000, compared with 26.4 per 100,000 countywide—nearly five times higher. More than two-thirds of overdose deaths were male, and rising fatalities among Black men are driving this disparity.

While Black men are the most at risk, unhoused individuals, LGBTQ+ residents, people recently incarcerated, and others facing stigma or systemic barriers also experience higher overdose risk and less access to care. Many are excluded by traditional treatment systems due to medical mistrust, discrimination, lack of insurance, or sobriety requirements.

Addressing Barriers

CAYA recognizes that multiple forms of oppression—racism, homophobia, transphobia, classism, and criminalization of poverty—intersect to prevent people from accessing care.

Key barriers include:

Medical mistrust stemming from historic and ongoing harm.

Fear of criminalization due to disproportionate arrests and policing.

Culturally irrelevant or unwelcoming services designed for white or housed populations.

Economic marginalization and stigma that isolate people in crisis.

Lack of representation within harm reduction and behavioral health systems.

Tailored Design for Equity and Trust

Location:

The Rene Livingston-DeTienne Drop-In Center is located in Madison's 53704 ZIP code, home to a significant share of Dane County's Black residents and people living in poverty. This North Side location is accessible via major bus and rapid transit routes, reducing travel barriers to predominantly white and better-resourced areas.

Staffing:

All staff—from peers to clinicians—are BIPOC and LGBTQ+ inclusive professionals with lived experience of incarceration, poverty, or substance use. Black male peer specialists are central to outreach and engagement, ensuring connection and credibility with the most impacted group.

Programming:

Black Men's Support Group: Led by a Black male peer, addressing racism, police violence, and generational trauma.

Community Meals & Cultural Events: Soul-food dinners, barbershop-style discussions, and Juneteenth and Kwanzaa celebrations promote belonging and pride.

Peer-Led Recovery Circles: Safe spaces for LGBTQ+ and unhoused participants to share experiences and access resources.

AAOC Partnership: Co-designed programs with the African American Opioid Coalition ensure cultural alignment and recovery support.

Aaron Perry Family Clinic Collaboration: Offers free, culturally competent care with no insurance barriers.

Accessibility for People Facing Stigma or Instability

Low-Barrier Access:

No ID, insurance, sobriety, or appointment required. Open 12–6 PM, Monday–Friday. Visitors can rest, recharge, or connect with peers.

Physical Environment:

Warm, restorative space with comfortable seating, community art, and cultural imagery. All-gender restrooms include overdose detection technology. Coffee, snacks, and hygiene kits are always available.

Supportive Services:

Rest area and lockers for unsheltered participants.

Mail and phone access for benefits and job searches.

Mobile outreach to encampments, shelters, and street corners.

Partnerships with AAOC, YWCA, HATS, and OutReach for housing, gender-affirming care, and LGBTQ+ support.

People Who Use Drugs Are Welcome:

Staff trained to respectfully engage participants who are intoxicated. Harm reduction, naloxone distribution, and overdose prevention are integrated throughout services.

Building Trust and Utilization

Representation: Black and LGBTQ+ staff lead programming and outreach.

Peer Greeters: Every visitor welcomed by someone with lived experience.

Consistent Outreach: Weekly engagement in high-need areas.

Anti-Stigma Training: Staff model compassion and person-first language.

Community Endorsement: Partnerships with AAOC, Black churches, and neighborhood leaders build credibility.

Continuous Feedback: Advisory board and participant surveys inform ongoing improvement.

5. Start-Up Plan and Implementation Timeline

Describe your start-up strategy and implementation timeline, including:

- **Estimated timeframe from award to implementation (anticipated opening date of the drop-in center).**
- **Hiring, onboarding, and training of staff and/or volunteers.**
- **Community outreach and support-building prior to opening.**
- **Finalizing the facility and anticipated opening date.**
- **Other necessary pre-launch activities. (Note: Subcontracting is allowed.)**
- **Key milestones and timelines after start-up.**

Implementation Timeline

Overview

Award to Opening: 2 months (January 1 - March 1, 2026)

Facility Move-In: January 1, 2026

Buildout Completion: 6 weeks (mid-February 2026)

Staff Hired and Trained: By March 1, 2026

Opening Date: March 1, 2026

Phase 1: Facility Preparation (January 1 - February 15, 2026)

Move-in to 1765 Thierer Road with installation of kitchen, laundry facility, showers, furniture, technology infrastructure, phone lockers, and Brave overdose detection system. All infrastructure completed by mid-February, allowing two weeks for testing before opening.

Phase 2: Hiring (January 1 - February 15, 2026)

Hiring Committee: Clinical Director, Director of Operations, and DUO representative will hire Program Manager, who then joins committee for additional staff hiring.

Program Manager Required Qualifications:

Lived/living experience of drug use

2+ years harm reduction program management

HIV/STI prevention experience

Culturally competent programming expertise

Non-carceral de-escalation experience

All Staff Required: Lived/living experience of drug use

Priority Qualifications: Bilingual Spanish/Hmong, cultural representation from served communities, Certified Peer Support Specialists (enables Medicaid billing), Recovery Coaches with harm reduction experience

Phase 3: Training & Onboarding (February 15 - March 1, 2026)

All staff complete comprehensive training:

Dane County CCS Orientation (40 hours, enables Medicaid billing)

Narcan Train the Trainer certification

Using Drugs Safer 101

Facility operations and Brave overdose detection system

Trauma-informed care

Cultural competency

Non-carceral de-escalation techniques

Phase 4: Community Outreach (February 1 - March 1, 2026)

Directors and Program Manager visit area businesses explaining harm reduction benefits, reduced police calls, and community safety improvements. Establish protocols with local police, EMS, CARES, and MARI. Plan Open House with partner organizations.

Phase 5: Grand Opening (March 1, 2026)

Official opening with Open House event for DUO, OutReach LGBTQ Center, emergency services, CARES, MARI, police leadership, health and human services, healthcare providers, elected officials, and community partners.

Post-Launch Growth Strategy

Month 1 (March 2026): Serve minimum 20 participants through extensive street outreach, word-of-mouth, and low-barrier access. No identifying information requested to build trust.

Months 1-6 (March - August 2026): Grow to 50 participants monthly. Continue a fully anonymous service model with no identification required. Quarterly DUO walk-throughs for continuous improvement, Harm Reduction Works Meetings facilitated by DUO, and monthly advisory committee meetings beginning month 3.

Month 7+ (September 2026): Begin accepting voluntary identification only with clear confidentiality protections and option to remain anonymous always available. Implement Medicaid billing for participants who consent, targeting 20% of services billable by December 31, 2026, while maintaining all free services regardless of insurance status.

Subcontracting and Partnerships

Drug Users Union (DUO): \$25,000 for Harm Reduction Works Meetings, hiring committee participation, quarterly assessments

OutReach LGBTQ Center: \$25,000 for HIV/STI education, testing referral, linkage to care

African American Opioid Coalition (AAOC): \$75,000 for full-time Harm Reduction Peer Support Specialist

Licensed contractors for facility buildout

Brave Technologies for overdose detection systems

Specialized training providers

Success Metrics

Month 1 Participants Served Minimum 20

Month 6 Participants Served 50 per month

Months 1-6 Identification Required None

Month 7+ Identification Voluntary only

By Dec 31, 2026 Medicaid Billing 20% of services

By March 1, 2026 Staff Training 100% completed
Quarterly DUO Walk-Throughs 4 per year minimum

6. Program Objectives & Evaluation

Provide 1-2 objectives for your program that connect to measuring the success of project activities.

Objectives should us the SMART approach:

- **Specific:** includes the “who”, “what”, and “where”
- **Measurable:** focuses on “how much” change is expected
- **Achievable:** realistic given program resources and planned implementation
- **Relevant:** relates directly to program/activity goals
- **Time-bound:** focuses on “when” the objective will be achieved

	Describe Objective	Evaluation Tool (i.e. client surveys, program hours or number of individuals reached)	Outcome (i.e. # of individuals reached, % of positive feedback from surveys)
Objective 1	<p>In collaboration with PHMDC we will create a thorough and participant driven evaluation plan, the current plan is outlined below.</p> <p>Goal 1:Reduce Overdose Deaths and Substance-Related Harms</p> <p>Objective 1.1: Harm Reduction Supply Distribution</p> <p>Objective 1.2: Overdose Prevention Education</p> <p>Objective 1.3: HIV/HCV Screening and Linkage</p> <p>Objective 1.4: Prevention Services for Priority Populations</p> <p>Objective 1.5: Culturally and Linguistically Appropriate Services</p>	<p>Objective 1.1: Number of kits distributed will be tracked by staff</p> <p>Objective 1.2: Number of Overdose Prevention Education trainings will be tracked by staff</p> <p>Objective 1.3: Number of HIV/HCV Screening and Linkage will be tracked by staff and OutReach partner and confirmed by Core Values Survey & BARC 10</p> <p>Objective 1.4: Demographic data from Core Values Survey & BARC 10 will demonstrate utilization of Prevention Services for Priority Populations</p> <p>Objective 1.5: Core Values Survey & BARC 10 will show that Culturally and Linguistically Appropriate Services are accessible</p>	<p>Objective 1.1: A minimum of 300 safer use kits will be distributed each month, if this metric is not reached outreach efforts will increase until it is</p> <p>Objective 1.2: Overdose Prevention Education group will be held a minimum of 4 times per month, if this metric is not reached advisory committee will provide recommendations on alternative structures and staffing to reach additional participants</p> <p>Objective 1.3: All participants will be offered HIV/HCV testing monthly as evidenced by staff tracking and confirmed by Core Values Survey, if this metric is not reached advisory committee will meet with OutReach staff and problem solve</p>

		*all evaluation tools included in attachments	Objective 1.4: Demographic data will reflect a minimum of 20% of participants are Black/African American, a minimum of 10% are Latine, 20% are above the age of 45, and 30% identify as queer, if these metrics are not reached, outreach will be targeted to missed groups Objective 1.5: Core Values Survey question number 11 will have an aggregate monthly score of 4 or higher, if this metric is not reached advisory committee will make recommendations for change of services, staff, approach
Objective 2	Goal 2: Increase Access to Care, Services, and Support Objective 2.1: Drop-In Center Utilization by Priority Populations Objective 2.2: Navigation and Linkage to Care Objective 2.3: Peer Support Services Objective 2.4: Basic Needs Services Objective 2.5: Community Acceptance and Engagement Objective 2.6: Participant Satisfaction and Program Quality Objective 2.7 Increase health promotion in participants	Objective 2.1: Demographic data from Core Values Survey & BARC 10 will demonstrate utilization of Drop-In Center Utilization by Priority Populations Objective 2.2: Staff will track all referrals, navigation and linkage to care, this will match the responses from Core Values Survey & BARC 10 Objective 2.3: Peer Support Providers will track the number of participants that they interact with daily, Core Values Survey & BARC 10 confirm utilization of service Objective 2.4: Case manager will document each participant that they	Objective 2.1: Demographic data will reflect a minimum of 20% of participants are Black/African American, a minimum of 10% are Latine, 20% are above the age of 45, and 30% identify as queer, if these metrics are not reached, outreach will be targeted to missed groups Objective 2.2: All participants will be offered the chance to meet with a case manager and counselor each month. If this metric is not met the advisory committee and DUO will provide feedback and problem solve Objective 2.3: All participants will be offered

connect to basic needs including referrals
Objective 2.5: Community Acceptance and Engagement will be measured through the Core Values Survey & BARC 10 a decrease in police interactions
Objective 2.6: Participant Satisfaction and Program Quality will be measured through the BAM, Core Values Survey & BARC 10. Additionally, we will receive evaluation and feedback from our participant advisory council and DUO, drug users union quarterly
Objective 2.7 Increased health promotion in participants will be measured by the PHQ 9, GAD 7, and BAM
*all evaluation tools included in attachments

the chance to meet with a peer support specialist and develop a personal harm reduction plan each month. If this metric is not met the advisory committee and DUO will provide feedback and problem solve
Objective 2.4: All participants will be offered the chance to have case management and peers connect them to services (food access, housing navigation, benefit enrollment, MOUD induction) each month. If this metric is not met the advisory committee and case manager will provide feedback and problem solve
Objective 2.5: Participants will report a decrease in police interactions over the course of time since starting at the drop in center. If this metric is not met program manager, clinical director, and director of operations will meet with local police and host open houses for neighbors
Objective 2.6: BAM and Core Values will show a 70% and 4 or more client satisfaction. If this metric we will host listening sessions weekly and incorporate all themes of feedback, we will receive evaluation and feedback from our participant advisory council and DUO,

			<p>drug users union quarterly</p> <p>Objective 2.7 Aggregate participant data will show a 3 pt reduction in anxiety, a 3 pt reduction in depression, and a 25% reduction in substance use. If these metrics are not met we will incorporate a survey for program improvement for all participants with a cash payout. This feedback will be reviewed by our advisory committee and DUO for program QA.</p>
Objective 3			

7. Collaborations & Partnerships

Describe any partnerships, subcontractors, or collaborators who will contribute to the success of your program. Include their roles, qualifications, and relevant experience. Clearly describe how the partnerships will contribute to successful implementation of the drop-in center and proposed activities.

Partnerships, Subcontractors, and Collaborators

Core Subcontracting Partnerships

African American Opioid Coalition (AAOC) - \$75,000

AAOC will provide one full-time Harm Reduction Peer Support Specialist to staff the Rene Livingston-DeTienne Drop-In Center. Established through CAYA's Strategic Prevention Framework grant (2017-2020), AAOC centers Black community leadership in overdose prevention, addressing the critical disparity that Black men die from overdose at 4x the county rate. Their peer support specialist brings lived experience and cultural competency essential for serving Black communities, providing peer support, harm reduction education, supply distribution, overdose prevention training, and navigation to housing, healthcare, and treatment. AAOC's leadership by Rene Livingston-DeTienne.

Drug Users Union (DUO) - \$25,000

DUO, a community organization of people who use drugs, will facilitate monthly Harm Reduction Works Meetings, participate in the hiring committee, and conduct quarterly facility walk-throughs. Their direct lived experience ensures the Drop-In Center remains truly participant-centered and accountable to the people it serves.

OutReach LGBTQ Community Center - \$25,000

OutReach will provide HIV/STI education, testing referral, and linkage to care services. With extensive experience serving queer and trans communities who face minority stress and healthcare discrimination, OutReach brings critical cultural competency. Since over 50% of CAYA's current clients identify as LGBTQ+, this partnership provides comprehensive sexual health education, testing access, and warm handoffs to affirming care, addressing the intersection of substance use, sexual health, and LGBTQ+ identity.

Service Navigation Partners

Compass Community Health Center provides warm handoffs for primary care, dental services, and integrated behavioral health. Their sliding fee scale and low-barrier model align with CAYA's approach.

Public Health Madison & Dane County (PHMDC) provides HIV/HCV testing, vaccination services, and public health coordination. CAYA has collaborated with PHMDC since 2017, ensuring participants access preventive health services.

Aaron Pery Family Clinic provides free, culturally specific healthcare for Black men, addressing medical mistrust and systemic racism in medicine.

YWCA Madison enables warm handoffs for housing placement, employment support, and wraparound services. With 36% of CAYA's clients experiencing homelessness, this partnership recognizes housing as healthcare.

Housing Access and Training Services (HATS) provides specialized housing navigation and landlord engagement, reducing discrimination against people with substance use or incarceration history.

Criminal Justice and Crisis Response Partners

Madison Area Reentry Initiative (MARI) supports participants with justice involvement through reentry services and wraparound support, aligning with CAYA's principle of rejecting reliance on prisons and coerced treatment.

Crisis Assessment, Response, Engagement & Support (CARES) enables non-carceral mental health crisis response, maintaining participant safety and dignity while avoiding criminalization from police interaction.

Emergency Medical Services (EMS) coordination ensures efficient, respectful overdose response. Pre-opening collaboration builds mutual understanding of harm reduction principles and establishes clear communication protocols.

Collective Impact

These partnerships create a comprehensive safety net addressing social determinants of health. The subcontracting model with AAOC, DUO, and OutReach ensures authentic community leadership and accountability. Healthcare partnerships address medical needs without requiring insurance or sobriety. Housing partners recognize housing as healthcare. Criminal justice and crisis partners enable support without criminalization.

This partnership ecosystem embodies CAYA's Healing-Centered Harm Reduction framework: holistic (addressing interpersonal and structural harm), anti-oppressive (centering racial justice and LGBTQ+ affirmation), community-led (DUO and AAOC leadership), and transformative (addressing root causes while providing practical support).

Together, these partnerships ensure the Rene Livingston-Detienne Drop-In Center serves as a community sanctuary where people can access comprehensive support, build connections, and thrive.

SECTION 3: BUDGET

Project Budget

Please complete and attach your proposed budget using the following template:

[Budget Template](#)



Filename: RLD Drop in Center Budget.xlsx **Size:** 37.0 kB

SECTION 4: REQUIRED ATTACHMENTS

- Letters of Support
- Collaborative Agreements, and/or MOUs (as needed)



Filename: 8d37afeeb2f944d39e26e989c1c8cfbb.pdf **Size:** 3.7 MB



Dane County Department of Human Services Behavioral Health Division

Director – John Schlueter
Division Administrator – Todd Campbell

1202 Northport Drive, Madison, Wisconsin 53704
(608) 242-6200 FAX (608) 242-6531

October 9, 2025

RE: Letter of Support

To Whom It May Concern:

It is with great pleasure that I write to you in support of CAYA Clinic's proposal submission. In my current role as the Dane County Comprehensive Community Services (CCS) Administrator I have worked closely with CAYA Clinic since March 2024, when CAYA Clinic joined the CCS provider network. I oversee the CAYA Clinic CCS contract and ensure compliance with CCS standards delineated by Wisconsin Administrative Code and Medicaid policy. In both of these areas, CAYA Clinic has been a sound and reliable partner. CAYA Clinic currently works with over 130 individuals ages 13 and older in the CCS program and is contracted to provide the following CCS services: screening & assessment, service planning, service facilitation, diagnostic evaluations, peer support, individual skill development, psychoeducation, wellness management, recovery support services, psychotherapy, and substance use treatment.

CAYA Clinic is a State-certified DHS 75.50 clinic that provides outpatient integrated behavioral health treatment services in the Dane County community. The workforce at CAYA Clinic is comprised of individuals with full clinical licensure (LCSW, LPC), individuals with substance use credentials (CSAC, SAC), as well as individuals with lived experience of mental health and/or substance use challenges. The broad range of education and experience of CAYA Clinic staff contribute to their ability to meet consumers where they are and support each person's individual recovery journey. I have confidence in the leadership at CAYA Clinic and their ability to provide quality behavioral health and harm reduction services in Dane County.

Based on my experience working with CAYA Clinic as a CCS partner, CAYA Clinic's commitment to serving marginalized populations with dignity, and their leadership in the Dane County community around principles of harm reduction, I fully support their efforts to expand the scope of their services. I believe that as an organization CAYA Clinic has the infrastructure and drive to fully embrace new opportunities.

Sincerely,

A handwritten signature in black ink that reads "Julie Meister MSW".

Julie Meister, MSW, LCSW
CCS Administrator

MEMORANDUM OF UNDERSTANDING

Between CAYA Clinic and African American Opioid Coalition

Effective Date: January 1, 2026

Expiration Date: December 31, 2026

I. PARTIES

This Memorandum of Understanding ("MOU") is entered into by and between:

CAYA Clinic ("CAYA")

4785 Hayes Rd, STE 201, Madison, WI 53704

AND

African American Opioid Coalition ("AAOC")

Black Business Hub

2352 S Park St

Suite 302

Madison, WI 53713

II. PURPOSE

The purpose of this MOU is to establish a collaborative partnership whereby CAYA Clinic will provide funding to AAOC to support harm reduction services at the Rene Livingston-Detienne Drop-In Center through the employment of a full-time Harm Reduction Peer Support Specialist.

III. SCOPE OF AGREEMENT

A. CAYA Clinic Responsibilities

1. **Funding:** CAYA agrees to provide AAOC with seventy-five thousand dollars (\$75,000.00) for the period of January 1, 2026 through December 31, 2026.
2. **Payment Schedule:** Funds shall be disbursed according to the following schedule:
 - Initial payment of \$18,750 upon execution of this MOU
 - Quarterly payments of \$18,750 on April 1, July 1, and October 1, 2026
3. **Program Support:** CAYA may provide technical assistance and consultation as mutually agreed upon by both parties.

B. AAOC Responsibilities

1. **Staffing:** AAOC agrees to employ one (1) full-time Harm Reduction Peer Support Specialist to staff the Rene Livingston-Detienne Drop-In Center for the duration of this agreement.
 2. **Service Delivery:** The Harm Reduction Peer Support Specialist shall provide the following services:
 - Peer support and counseling to individuals affected by opioid use
 - Harm reduction education and resource distribution
 - Referrals to treatment and support services
 - Crisis intervention and de-escalation
 - Community outreach and engagement
 - Maintenance of a welcoming and safe drop-in center environment
 3. **Reporting:** AAOC agrees to provide CAYA with:
 - Quarterly progress reports documenting services provided, number of individuals served, and program outcomes
 - A final comprehensive report due January 31, 2027
 - Financial documentation showing appropriate use of funds upon request
 4. **Fund Usage:** AAOC agrees to use the funding solely for the salary, benefits, and direct support costs associated with the Harm Reduction Peer Support Specialist position.
-

IV. TERM

This MOU shall be effective from January 1, 2026 and shall remain in effect through December 31, 2026, unless terminated earlier in accordance with Section VI of this agreement.

V. MUTUAL RESPONSIBILITIES

Both parties agree to:

1. Maintain open communication regarding program implementation and challenges
 2. Meet quarterly to review progress and address any concerns
 3. Respect confidentiality of client information in accordance with applicable laws and regulations
 4. Acknowledge each other's contributions in public communications about the program, as appropriate
 5. Work collaboratively to advance harm reduction and support services for individuals affected by opioid use
-

VI. TERMINATION

Either party may terminate this MOU with sixty (60) days written notice to the other party. In the event of early termination, AAOC agrees to return any unused funds to CAYA on a prorated basis.

VII. AMENDMENTS

This MOU may be amended only by written agreement signed by authorized representatives of both parties.

VIII. NO LEGAL PARTNERSHIP

This MOU does not create a legal partnership, joint venture, or employment relationship between the parties. Each party remains an independent entity responsible for its own actions and liabilities.

IX. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from its own negligent acts or omissions in connection with this MOU.

X. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

XI. SIGNATURES

CAYA CLINIC

By: 

Name: Lara Skye Boughman, MS, CSAC, LPC

Title: Clinical Director

Date: 10/13/2025

AFRICAN AMERICAN OPIOID COALITION

By: _____

Name: _____

Title: _____

Date: _____

Due to a hospitalization Ms. Charlie Daniel was unable to sign in time for the grant submission, verbal agreement reached on 10/13/2025. Plan to continue forward with partnership.

MEMORANDUM OF UNDERSTANDING

Between CAYA Clinic and ROGERS MEMORIAL HOSPITAL, d/b/a Rogers Behavioral Health

WORTH IT Program Partnership

Effective Date: January 1, 2026

Parties:

- **CAYA Clinic** ("CAYA"), located at 4785 Hayes Rd, STE 201, Madison, WI 53704
 - **Rogers Memorial Hospital, Inc., d/b/a Rogers Behavioral Health** ("Rogers"), a nationally recognized not-for-profit behavioral health provider
-

I. PURPOSE

This Memorandum of Understanding (MOU) establishes a collaborative partnership between CAYA Clinic and Rogers Behavioral Health to provide streamlined access to medication-assisted treatment (MAT) for opioid use disorder (OUD) through Rogers' Wisconsin Opioid Recovery Telehealth Immediate Treatment (WORTH IT) program for participants of CAYA's Harm Reduction Drop-In Center.

II. BACKGROUND

Rogers WORTH IT Program: Rogers' WORTH IT program is funded by SAMHSA and the Wisconsin Department of Health Services through the State Opioid Response grant. The program provides same-day or next-business-day access to buprenorphine treatment via telehealth for individuals with opioid use disorder throughout Wisconsin.

CAYA Harm Reduction Drop-In Center: CAYA Clinic operates a harm reduction drop-in center serving individuals affected by substance use, providing low-barrier services, support, and connections to treatment resources.

III. GOALS AND OBJECTIVES

The parties agree to work collaboratively to:

1. Reduce barriers to evidence-based medication-assisted treatment for opioid use disorder
2. Provide timely access to buprenorphine initiation for eligible participants
3. Support harm reduction principles and meet individuals where they are in their recovery journey
4. Coordinate wraparound services to support sustained recovery
5. Reduce opioid-related overdoses and deaths in the community

IV. ROLES AND RESPONSIBILITIES

A. CAYA Clinic Responsibilities

1. **Identification and Referral:**
 - Identify Harm Reduction Drop-In Center participants who may benefit from buprenorphine treatment
 - Provide initial information about the WORTH IT program to interested participants
 - Facilitate warm hand-offs and referrals to Rogers WORTH IT program
 - Assist participants with contacting Rogers at 844-582-7827 or worthit@rogersbh.org
2. **Support Services:**
 - Provide on-site space and technology support for participants to complete telehealth appointments when possible
 - Continue harm reduction services and support during and after WORTH IT program enrollment
 - Coordinate with Rogers staff regarding participant needs and progress (with appropriate releases of information)
 - Provide ongoing case management and social support services as available
3. **Documentation:**
 - Maintain records of referrals made to Rogers WORTH IT program
 - Document participant consent for information sharing
 - Track outcomes and program utilization for quality improvement purposes

B. Rogers Behavioral Health Responsibilities

1. **Access and Intake:**
 - Provide same-day or next-business-day access to buprenorphine evaluation and initiation
 - Conduct telehealth assessments with referred participants
 - Minimize administrative and financial barriers to treatment access
 - Accept referrals via phone (844-582-7827) or email (worthit@rogersbh.org)
2. **Clinical Services:**

- Provide medication-assisted treatment using buprenorphine for opioid use disorder, if appropriate
 - Deliver evidence-based telehealth services to eligible participants
 - Offer ongoing medication management and monitoring
3. **Wraparound Services:**
- Offer optional therapy and counseling services
 - Provide case management support, as applicable
 - Deliver harm reduction education and resources
 - Facilitate OB/GYN referrals for pregnant and postpartum patients as needed
 - Coordinate recovery support services, as applicable
4. **Communication and Coordination:**
- Communicate with CAYA staff regarding participant enrollment, progress, and needs (with appropriate consent)
 - Participate in periodic coordination meetings with CAYA staff
 - Provide feedback on referral processes and outcomes
 - Notify CAYA of any barriers to care or service gaps identified

V. ELIGIBILITY CRITERIA

Participants referred from CAYA's Harm Reduction Drop-In Center to the WORTH IT program must:

- Be Wisconsin residents
- Meet clinical criteria for opioid use disorder
- Be willing to participate in telehealth services
- Have access to necessary technology (computer/smartphone with camera and internet connection) or ability to access technology at CAYA or another location

VI. CONFIDENTIALITY AND HIPAA COMPLIANCE

1. Both parties agree to comply with all applicable federal and state laws regarding patient confidentiality, including HIPAA and 42 CFR Part 2
2. Patient information will only be shared between parties with appropriate written authorization from the participant
3. All staff involved in this partnership will receive training on confidentiality requirements
4. Both parties will maintain secure systems for storing and transmitting protected health information

VII. COMMUNICATION AND COORDINATION

1. **Designated Contacts:**
 - CAYA will designate a primary contact person for WORTH IT referrals
 - Rogers will designate a liaison for CAYA referrals and coordination

2. **Regular Meetings:**

- Parties will meet quarterly (or as needed) to review partnership effectiveness, address challenges, and identify opportunities for improvement

3. **Referral Process:**

- CAYA will follow Rogers' established referral procedures
- Rogers will acknowledge receipt of referrals and provide feedback on participant engagement

VIII. DATA SHARING AND EVALUATION

With appropriate participant consent, the parties may share de-identified aggregate data for purposes of:

- Program evaluation and quality improvement
- Grant reporting requirements
- Identifying service gaps and unmet needs
- Demonstrating partnership impact and outcomes

IX. FINANCIAL ARRANGEMENTS

1. This MOU does not constitute a financial agreement between the parties
2. Rogers WORTH IT program is funded through the State Opioid Response grant
3. Participants may be eligible for treatment at no cost or reduced cost based on Rogers' financial assistance policies
4. CAYA will not charge participants for referral services under this partnership

X. TERM AND TERMINATION

1. **Effective Date:** This MOU becomes effective on the date signed by both parties
2. **Duration:** This MOU will remain in effect for one (1) year from the effective date and may be renewed by mutual written agreement
3. **Termination:** Either party may terminate this MOU with sixty (60) days written notice to the other party
4. **Effect of Termination:** Both parties will work cooperatively to ensure continuity of care for participants currently receiving services

XI. AMENDMENTS

This MOU may be amended at any time by mutual written agreement of both parties. Any amendments must be signed by authorized representatives of both organizations.

XII. NON-DISCRIMINATION

Both parties agree to provide services without discrimination based on race, color, national origin, disability, age, sex, gender identity, sexual orientation, religion, or any other protected class under applicable law.

XIII. LIABILITY AND INDEMNIFICATION

Each party shall be responsible for its own actions and the actions of its employees and agents. Nothing in this MOU is intended to create a joint venture, partnership, or employer-employee relationship between the parties.

XIV. DISPUTE RESOLUTION

In the event of any dispute arising under this MOU, the parties agree to first attempt resolution through good faith negotiations between designated representatives of each organization.

XV. ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties regarding this partnership and supersedes any prior understandings or agreements, whether written or oral.

SIGNATURES

CAYA Clinic

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Rogers Memorial Hospital, Inc.

Signature: *Cindy Meyer* Date: 10/10/2025
Cindy Meyer (Oct 10, 2025 13:33:01 CDT)

Printed Name: Cindy Meyer

Title: President & CEO

APPENDICES

Appendix A: WORTH IT Program Contact Information

- Phone: 844-582-7827
- Email: worthit@rogersbh.org
- General Rogers Contact: 833-308-5887

Appendix B: CAYA Clinic Contact Information

- Primary Contact: Skye Boughman
- Phone: 608-844-8473 ext 702
- Email: skye.boughman@cayaclinic.com
- Address: 4785 Hayes Rd, STE 201, Madison, WI 53704

Appendix C: Referral Process Flow Chart (to be developed collaboratively)

Appendix D: Sample Release of Information Form (to be developed collaboratively)



October 16, 2025

To whom it may concern,

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-informed approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers aim to offer a variety of evidence-based services at the same location, allowing individuals who use substances to connect to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

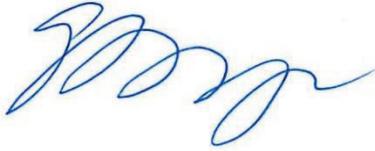
As the medical director of the Compass Program, a low barrier walk-in clinic focused on offering medical services for people who use substances, we would be honored to partner with CAYA clinic to both receive referrals and to refer patients to the harm reduction drop in center. We already have a number of shared patients/clients and continue to hear wonderful things about the services offered at CAYA.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,



Elizabeth Salisbury-Afshar, MD, MPH
Medical Director, Compass Program
UW Health

Professor (CHS)
University of Wisconsin Madison School of Medicine and Public Health

SHOPPING CENTER LEASE

Between Avenue Shoppes LLC (Landlord)

and

CAYA, LLC (Tenant)

Dated: _____, 2025

(i) SHOPPING CENTER LEASE
LANDLORD: Avenue Shoppes L.L.C.
TENANT: CAYA, LLC
DATE: _____, 2025

SECTION 0 – SUMMARY OF LEASE PROVISIONS

<u>ITEM</u>	<u>LEASE PROVISION</u>
0.01 Lease Execution Date	The date on which this Lease has been signed by both Landlord and Tenant
0.02 Landlord’s Name	Avenue Shoppes LLC. or its Assigns
0.03 Landlord’s Address	6514 Odana Road, Suite 6, Madison, WI 53719
0.04 Tenant’s Name	CAYA, LLC
0.05 Shopping Center Address	1753-1791 Thierer Road and 4030-4038 East Towne Boulevard, Madison, Wisconsin 53704
0.06 Premises and Store Number	1767 Thierer Road, Madison, WI 53704
0.07 Shopping Center Usable Sq. Ft.	63,840 Usable Square Feet
Shopping Center Rentable Sq. Ft.	65,905 Rentable Square Feet
0.08 Premises Usable Sq. Ft.	N.A.
0.09 Premises Rentable Sq. Ft.	2,356
0.10 Lease Commencement Date	1 January 2026
0.11 Rent Commencement Date	1 January 2026
0.12 Termination Date	31 December 2028
0.13 Initial Monthly Base Rent	\$3,585.04
0.14 Additional Monthly Rent	\$1,323.29
0.15 Tenant’s Initial Proportionate Share	3.58%
0.16 Administrative Fee	yes
0.17 Rent Escalation	3.5% per annum
0.18 Percentage Rent	None
0.19 Late Opening Charge	None
0.20 Security Deposit	\$3,585.04
0.21 To be Paid as Follows	Upon Execution of Lease Agreement
0.22 Permitted Use	Therapy clinic
0.23 Tenant’s Trade Name	CAYA, LLC
0.24 Tenant to Provide Evidence of	Certificate of Business Liability Insurance
0.25 Landlord to Provide Evidence of	N.A.
0.26 Address for Tenant Notices	4785 Hayes Road, Suite 200; Madison, WI 53704
0.27 Broker	Yes
0.28 Broker’s Commission	
0.29 Riders	#1 Contingency
0.30 Build-Out Allowance for Landlord’s Work	N.A.
0.31 Exclusive Rights of Tenant	N.A.

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SECTION 1 - PREMISES, USE, TERM

1.01. Date and Parties.

This lease (hereafter "Lease") is made as of the Lease Execution Date, by and between the party named in paragraph 0.02 (hereafter "Landlord") or its assigns and the party named in paragraph 0.04 (hereafter "Tenant"). Landlord's principal offices are located at the address set forth in paragraph 0.03. Tenant's principal offices are located at the address set forth in paragraph 0.04.

1.02. Premises.

Landlord leases to Tenant the approximate number of usable square feet of retail space set forth in paragraph 0.08 (the "Premises") within the shopping center identified in paragraph 0.05 and depicted on Exhibit B (the "Shopping Center") as shown outlined and labeled on the attached floor plans (Exhibit A). The Premises will contain the improvements to be installed by Landlord that are described in paragraph 1.05 and Exhibits D and E.

Landlord warrants that the Premises shall contain the approximate number of usable square feet described in paragraph 0.08, as measured in square feet from the exterior face of the Shopping Center's exterior walls and internal common areas, and from the centerline of demising walls between tenants. The tenant's usable area shall not include any Common Area or shared common area facilities. Tenant acknowledges that square footage is approximate and the Tenant is leasing the suite, not the exact square footage.

Tenant and its agents, employees, and invitees have the non-exclusive right with Landlord and others designated by Landlord to the use of the common areas (the "Common Areas") in the Shopping Center and of the land (hereafter "Land") on which the Shopping Center is located (Exhibit C) for the Common Areas' intended and normal purpose. Common Areas include malls, sidewalks, parking areas, driveways, hallways, public restrooms, common entrances, lobby, and other similar public areas and access ways. Landlord may change the Common Areas and expand or reduce the areas thereof if the changes do not materially and unreasonably interfere with Tenant's access to the Premises or use of them. Tenant's use shall be subject to such rules and regulations as Landlord may from time to time adopt. Landlord shall have full control, management and direction of the Common Areas; shall have the right to utilize portions of the Common Areas for special sales, rides, outdoor shows, displays, and Landlord shall determine the location of kiosks, or such other uses which, in Landlord's sole discretion, tend to benefit the tenants of the Shopping Center; and shall have the right to reasonably add to or subtract from their shape and size and to alter their location.

1.03. Use. Beginning no later than the Rent Commencement Date, Tenant shall use the Premises (and not less than the entire Premises) for the use specified in paragraph 0.22 under the name specified in paragraph 0.23 unless Landlord gives its advance written consent to another use. If Tenant fails to open the Premises for business by the Rent Commencement Date, Landlord shall be entitled, in addition to Monthly Base Rent and Additional Rent, to payment from Tenant of the amount set forth in paragraph 0.19 for each day from the Rent Commencement Date through the date the Premises are opened for business. Landlord warrants that applicable laws, ordinances, regulations, and restrictive covenants permit the Premises to be used for general retail use. Tenant shall not create a nuisance or use the Premises for any immoral, environmentally toxic or illegal purposes. Tenant, acknowledging that the Shopping Center is being developed and maintained by Landlord as a retail shopping center offering a variety of goods and services of the highest quality, and as a further inducement to Landlord to enter into this Lease, covenants and agrees:

- (a) Standard of Business. To conduct its business in a manner consistent with the purpose and character of the Shopping Center and in accordance with the highest standards for operating the type of business set forth in paragraph 0.22;
- (b) Maximize Gross Sales. To conduct its business in a way to maximize the amount of Gross Sales;

- (c) Complete Inventory. To maintain and provide on the Premises a full and complete inventory of the kind and quality of merchandise appropriate for each season;
- (d) Full Staff. To employ and maintain on the Premises a full staff of clerks, salespersons and others sufficient for the service and convenience of Tenant's customers;
- (e) Advertising. To do such advertising and to display such merchandise in an attractive manner that is consistent with the design and character of the Shopping Center;
- (f) Appearance. To keep the Premises clean and attractive in appearance at all times and to keep any refuse in proper containers in the interior of the Premises and out of sight until same is removed;
- (g) Credit Cards. To subscribe to and accept for purchase at least two (2) of the credit card companies known as VISA, Carte Blanche, MasterCard, American Express or such other credit card that may be approved by Landlord;
- (h) Vending Machines. To place no merchandise, vending or game machines, sign or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks, balconies or other Common Areas adjacent thereto or elsewhere on the exterior of the Premises;
- (i) Fire Sales. To permit no auction, fire, bankruptcy, litigation, damaged goods or similar sales in the Premises;
- (j) Insurance. To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefore;
- (k) Sounds. To permit no reproduction of sound which is audible outside the Premises nor permit odors to be unreasonably dispelled from the Premises;
- (l) Parking. To park Tenant's vehicles and to require all employees to park vehicles only in such places as may be designated from time to time by Landlord for the use of Tenant and its employees;
- (m) Loading. To neither load, unload nor permit the loading or unloading of merchandise, equipment or other property from any doors of the Premises that open onto the Common Areas in front of the Premises;
- (n) Heating and Cooling. To adequately heat and cool the Premises;
- (o) Solicitation. To solicit no business in the Common Areas, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles in the Common Areas;
- (p) Compliance with Laws. To comply with all applicable ordinances, rules, regulations, orders and requirements of all federal, state and municipal governments which relate to the Premises or the business Tenant conducts on or from the Premises and with any direction, pursuant to law, of any public officer which shall impose upon Tenant any duty with respect to the Premises or the use and occupation thereof; and
- (q) Compliance with Rules. To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Premises, the Common Areas, and other facilities and buildings that comprise the Shopping Center.

1.04. Term.

- (a) Term. The Lease begins on the date specified in paragraph 0.10 (the Commencement Date”). The Lease ends at 11:59 p.m. on the date specified in paragraph 0.12 (hereafter “Termination Date”), unless ended earlier under this Lease. Within thirty (30) days after the Commencement Date Tenant and Landlord shall confirm in writing the Lease’s Commencement Date and Termination Date. The term of this Lease is referred to herein as the “Term.”
- (b) Delayed Possession. Tenant may cancel this Lease if Landlord cannot deliver actual possession of the Premises by sixty (60) days after the Commencement Date. To cancel, Tenant must give notice to Landlord within ten (10) days after the Commencement Date and before Landlord gives notice to Tenant that the Premises are ready for occupancy. Within thirty (30) days after cancellation Landlord shall return to Tenant prepaid consideration including Rent and deposits.

1.05. Improvements.

Landlord shall provide the improvements stated in Landlord’s Work in Exhibit E. In all other respects, the Premises are being leased in “as is” condition. The Tenant is responsible for installing Tenant’s telephone service, fixtures and furniture and any improvements that Tenant desires. Before the Commencement Date, Landlord and Tenant shall inspect the Premises, have all systems demonstrated, and prepare a punchlist within fifteen (15) days of occupancy. The punchlist shall list incomplete, minor, or insubstantial details of construction, necessary mechanical adjustments, and needed finishing touches. Landlord will complete the punchlist items within fifteen (15) days after the Commencement Date. Landlord will correct any latent defects in Landlord’s Work as they become known, if Tenant notifies Landlord of the defect within thirty (30) days after Tenant first learns of the defect.

1.06. Rent Commencement Date.

The Tenant shall begin paying rent on the Rent Commencement Date. The Rent Commencement Date shall be the sooner of the date specified in paragraph 0.11 or opening of the Tenant’s business within the Premises for operations and conducting business.

1.07. Exclusive Uses.

- (a) Exclusives Granted to Other Tenants. Tenant is hereby notified that Landlord has granted certain other tenants of the Shopping Center the exclusive right to sell and market certain goods and services. Tenant hereby agrees that:
 - (i) it shall not sell or market from the Premises any goods or services in a manner that would violate or cause Landlord to violate any of the Exclusive Clauses; and
 - (ii) Tenant shall indemnify, protect and hold Lender harmless from and against any and all damages, costs and attorneys’ fees arising out of any claim, suit or action alleging that Tenant’s activities upon the Premises violate any of the Exclusive Clauses.

Tenant’s indemnification in this section is stipulated on the understanding that Tenant’s Permitted Use under this Lease does not and will not violate any other use exclusives granted by Landlord to other tenants of the Shopping Center.

SECTION 2 RENT AND SECURITY

2.01. Definition.

As used herein, "Rent" shall mean all Monthly Base Rent and Additional Rent, as such terms are defined below.

2.02. Monthly Base Rent.

Tenant shall pay to Landlord Rent per month initially equal to the amount set forth in paragraph 0.13 (the "Monthly Base Rent"). The Monthly Base Rent shall be paid:

- (a) in cash in legal tender of the United States of America in the form of automatic monthly electronic funds transfer, or corporate check, without advance notice, demand, offset, or deduction;
- (b) prior to the first day of each month during the Term; and
- (c) to Landlord at the address set forth in paragraph 0.03 or as Landlord may specify from time to time in writing to Tenant.

If the Term does not begin on the first day or end on the last day of a month, the Monthly Base Rent for that partial month shall be prorated by multiplying the Monthly Base Rent by a fraction, the numerator of which is the number of days of the partial month including in the Term and the denominator of which is the total number of days in the full calendar month. If the Term does not begin on the first day of a month, one full month's rental payment shall nevertheless be paid prior to the Commencement Date and the prorata reduction would apply in the second month.

2.03. Annual Escalator in Monthly Base Rent.

On the first day of the month in which the anniversary of the Commencement Date falls and again upon the first day of the same calendar month of each subsequent year thereafter, including holdover and option periods, the Monthly Base Rent shall increase by the percentage specified in paragraph 0.17, compounded annually.

2.04. Additional Rent

- (a) Payment of Additional Rent. Tenant shall pay Landlord, beginning on the Commencement Date and continuing on the first day of each calendar month, an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share of the amount budgeted by Landlord for Real Estate Taxes and Operating Expenses. Landlord shall, prior to April 1 of each calendar year, provide Tenant with a budget for the Real Estate Taxes and Operating Expenses for the ensuing calendar year. Such payments shall not bear interest, may be commingled by Landlord with other funds, and shall be used to pay when due the Real Estate Taxes and Operating Expenses and to create and maintain the reserves therefore as hereinafter provided. If the payments by Tenant are insufficient to pay when due the Real Estate Taxes and Operating Expenses or are insufficient to fund the reserves as hereinafter provided for, Tenant shall pay any deficiency on demand. If the payments by Tenant are in excess of the amounts needed, the amount of such excess shall be credited to the subsequent payments for Real Estate Taxes and Operating Expenses required hereunder. All payments due from Tenant to Landlord as Tenant's Proportionate Share of Real Estate Taxes and Operating Expenses and all other amounts payable by Tenant to Landlord other than Monthly Base Rent, are referred to herein as "Additional Rent."
- (b) Tenant's Proportionate Share. As used herein, Tenant's Proportionate Share of all Real Estate Taxes and Operating Expenses shall be the total amount of such Real Estate Taxes and Operating Expenses paid or incurred during each calendar year or part thereof, multiplied by a fraction, the numerator of which shall be the number of rentable square feet of the Premises set forth in paragraph 0.09 and the

denominator of which shall be the number of rentable square feet of the entire Shopping Center (which is, as of the date of this Lease, the number set forth in paragraph 0.07).

- (c) Real Estate Taxes. As used herein, the term "Real Estate Taxes" shall include all taxes, charges, and assessments, general and special, of every nature and kind whatsoever, levied, assessed, imposed due or payable against the land, Shopping Center and all other improvements within the Shopping Center and all water and sewage charges levied, assessed, imposed, due or payable during the Term of the Lease, whether such tax, charge or assessment shall be for city, county, state, federal or any political subdivision thereof, or any other purpose whatsoever, together with any costs and fees incurred by Landlord in contesting or negotiating the same. Should any governmental agency or political subdivision impose any taxes, charges or assessments, whether or not now customary or within the contemplation of the parties hereto, either by way of substitution for taxes or assessments presently levied and assessed against the land, Shopping Center, parking spaces or cars parked upon the Land, or any other improvements within the Shopping Center or upon the Land, such taxes and assessments shall be deemed to constitute a tax or assessment for the purposes of this section. Copies of tax bills submitted by Landlord to Tenant shall be conclusive of the amount levied or assessed as Real Estate Taxes.
- (d) Operating Expenses. As used herein, the term "Operating Expenses" shall include all costs and expenses of every kind and nature paid or incurred by Landlord in operating and maintaining the Shopping Center, the Common Areas and the Land and shall further include the maintenance of the repairs and replacements required of Landlord under this Lease. Such costs and expenses may include, without limitation, those of: all utility service provided to the Shopping Center's tenants that is not separately metered; cleaning, lighting, heating, air conditioning, maintaining, repairing and replacing all areas and structures within common areas of the Shopping Center; maintaining, resurfacing, repairing, cleaning, lighting, snow and ice removal, line painting and landscaping of all vehicle parking areas and other outdoor Common Areas; the hiring of engineers, surveyors, architects and other experts in connection with the improvement or maintenance of the Shopping Center; providing security and other special services; providing public liability, property damage, fire and extended coverage and such other insurance as is to be provided by Landlord pursuant to paragraph 5.01; total compensation and benefits (including premiums for workers compensation and other insurance) paid to or on behalf of employees employed to operate or maintain the Shopping Center; personal property taxes; supplies; fire protection and fire hydrant charges; water and sewer charges; utility charges; licenses and permit fees; legal and accounting fees; supplying music to the Common Areas; reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing any such equipment; leasing of parking, or land, together with a charge of fifteen percent (15%) of the foregoing costs in paragraphs 2.04(c) and (d) to cover costs of administration of the Shopping Center.

Notwithstanding the foregoing, Operating Expenses shall not include the following:

- (i) depreciation and amortization;
- (ii) expenses incurred by Landlord to prepare, renovate, repaint, redecorate or perform any other work in any space leased to an existing tenant or prospective tenant of the Shopping Center;
- (iii) expenses incurred by Landlord for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation;
- (iv) expenses incurred by Landlord to lease space to new tenants or to retain existing tenants, including, without limitation, leasing commissions, advertising and promotional expenditures;

- (v) expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Shopping Center;
- (vi) interest, principal, points and fees, amortization or other costs associated with any debt and rent payable under any lease to which this Lease is subject and all costs and expenses associated with any such debt or lease and any ground lease rent, irrespective of whether this Lease is subject or subordinate thereto;
- (vii) expenses incurred for the repair, maintenance or operation of any pay parking garage, including, but not limited to salaries and benefits of any attendants, electricity, insurance and taxes;
- (viii) cost of alterations, capital improvements, equipment replacement and other items which under generally accepted accounting principles (hereinafter referred to as "GAAP") are properly classified as capital expenditures;
- (ix) expenses for the replacement of any item covered under warranty;
- (x) cost to correct any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Shopping Center Operating Expenses;
- (xi) cost of repairs necessitated by Landlord's negligence or willful misconduct;
- (xii) cost of correcting any latent defects or original design defects in the Shopping Center's construction, materials or equipment;
- (xiii) expenses for any item or service which Tenant pays directly to a third party or separately reimburses Landlord and expenses incurred by Landlord to the extent the same are reimbursable or reimbursed from any other tenants, occupants of the Shopping Center or third parties;
- (xiv) expenses for any item or service not provided to Tenant, but provided to certain other tenants in the Shopping Center;
- (xv) a Shopping Center administration fee for the Shopping Center in excess of fifteen percent (15%) of other Operating Expenses (exclusive of capital expenditures, tenant reimbursements and ancillary income from other tenants [e.g., income from antennae, or satellite dishes, paid parking, security deposits and interest thereon, etc., and exclusive of such Center management fee]) for the relevant calendar year;
- (xvi) salaries of employees above the grade of Shopping Center superintendent or Shopping Center manager or similar titles;
- (xvii) the portion of employee expenses which reflects that portion of such employee's time which is not spent directly and solely in the operation of the Shopping Center; Landlord's general corporate overhead and administrative expenses except if it is incurred solely for the benefit of the Shopping Center;
- (xviii) business interruption insurance and rental value insurance;
- (xix) reserves;

- (xx) fees paid to affiliates of Landlord to the extent that such fees exceed the customary amount charges for the services provided;
 - (xxi) any additional operating expenses incurred by Landlord relative to any declaration of covenants or restrictions to which the Shopping Center may be subject;
 - (xxii) costs of sculptures, paintings, and other objects of art;
 - (xxiii) costs associated with the removal of substances considered to be detrimental to the environment or the health of occupants of the Shopping Center; and
 - (xxiv) other items not customarily included as operating expenses for operations that are similar to the Shopping Center.
- (e) Utilities. Tenant shall pay, when due, all charges and costs of services for sewer, water, gas, electricity and any other utilities used in connection with the Premises if separately metered. Tenant shall heat and air condition the Premises at its expense, if separately metered, and shall always keep a sufficient amount of heat in the Premises to prevent any harm or damage thereto.
 - (f) Personal Property Tax. Before delinquency Tenant shall pay taxes assessed during the Term against trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Shopping Center, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.
 - (g) A food service tenant shall directly contract for monthly pest control and quarterly HVAC filter changes and degreasing, and roof degreasing at Tenant's own cost, and shall provide Landlord a copy of said contracts prior to occupancy.

2.05. Percentage Rent.

NONE. (Intentionally deleted)

2.06. Late Payment.

If Tenant fails to pay part or all of the Monthly Base Rent or Additional Rent within five (5) days of the due date, the Tenant shall also pay:

- (a) A late charge equal to six percent (6%) of the unpaid amount due, plus
- (b) Interest at fifteen percent (15%) per annum or the maximum then allowed by applicable law, whichever is less, on the remaining unpaid balance, retroactive to the date originally due until paid.

2.07. Security Deposit.

- (a) Amount. Tenant shall pay to Landlord a security deposit (the "Security Deposit") in the amount equal to one (1) month's Monthly Base Rent payable upon Tenant's execution of this Lease to secure Tenant's performance of Tenant's Lease obligations. If Tenant defaults, Landlord may, after giving ten (10) days advance notice to Tenant, without prejudice to Landlord's other remedies, apply part or all of the Security Deposit to cure Tenant's default. If Landlord so uses

part of all of the Security Deposit, then Tenant shall, within ten (10) days after written demand, pay Landlord the amount used to restore the Security Deposit to its original amount.

- (b) Interest. Landlord may mix the Security Deposit with its own funds or may maintain the funds in a segregated account that may earn interest. The Security Deposit shall not bear interest to Tenant in any case.
- (c) Return. Any part of the Security Deposit not used by Landlord as permitted by this paragraph shall be returned to Tenant. For any unreturned portion, Landlord shall provide a written list of items deducted and an explanation as to why.
- (d) Transfer. If Landlord sells the Shopping Center then Landlord shall be relieved of any liability for the Security Deposit if the requirements of paragraph 5.03(a) are met so long as Landlord transfers the Security Deposit to the new owner, which Landlord shall be explicitly obligated to do so.

SECTION 3 AFFIRMATIVE OBLIGATIONS

3.01. Compliance with Laws.

- (a) Landlord's Compliance. Landlord warrants that on the Commencement Date the Premises will comply with all applicable laws, ordinances, rules, and regulations of governmental authorities (hereafter "Applicable Laws"). During the Term, Landlord shall comply with all Applicable Laws regarding the Premises and Building except to the extent Tenant must comply under paragraph 3.01(b).
- (b) Tenant's Compliance. Tenant shall comply with all Applicable Laws
 - (i) regarding the physical condition of the Premises, but only to the extent the Applicable Laws pertain to the particular manner in which Tenant uses the Premises; or
 - (ii) that do not relate to the physical condition of the Premises but relate to the lawful use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, and illegal business operations, such as gambling.

3.02. Services and Utilities.

- (a) Services. Landlord shall provide as part of Operating Expenses:
 - (i) heating, ventilation, and air conditioning (hereafter "HVAC") for the Premises during business hours to maintain temperatures for comfortable use and occupancy (Exhibit D);
 - (ii) hot and cold water sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes to be drawn from fixtures in the Shopping Center;
 - (iii) electricity to the Premises during business hours that provides electric current in reasonable amounts necessary for normal store use, lighting, and HVAC;
 - (iv) replacement of lighting tubes, lamp ballasts, and bulbs (except for Tenant's personal lamping);

- (v) extermination and pest control when necessary (except for a food service tenant);
- (vi) maintenance of Common Areas in a manner comparable to other comparable shopping centers in the Madison area. The maintenance shall include cleaning, HVAC, illumination, snow shoveling, de-icing, repairs, replacements, lawn care, and landscaping;
- (vii) non-alarm security system that automatically locks and unlocks the Shopping Center's main entry at preset hours; and
- (viii) surface parking for Tenant's non-exclusive use. Specific parking spaces shall not be assigned unless Tenant pays Additional Rent of fifty dollars (\$50.00) per month per reserved space. The fifty dollars (\$50.00) per month charge is subject to increase no more than once per year and not to exceed five percent (5%) annually.

Landlord may cause any of the utility services listed above to be separately metered. In such case such services shall be paid for directly by Tenant rather than included in Operating Expenses.

- (b) **Business Hours.** Provided that other Shopping Center retail tenants are similarly required, Tenant shall keep its store in the Premises open for business during the regular and customary hours that such businesses are open for business, but at least from 10:00 a.m. to 9:00 p.m. on Monday through Friday, 10:00 a.m. to 5:30 p.m. on Saturday and Sunday, but excluding the following holidays or the days on which the holidays are designated for observance: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.
- (c) **After Hour Access.** Tenant, its employees, agents, and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. During nonbusiness hours Landlord may restrict access by requiring persons to show a badge or identification card issued by Landlord or by other security control mechanism. Landlord may temporarily close the Shopping Center if required because of a life-threatening or Shopping Center-threatening situation. Landlord shall use its best efforts to close the Shopping Center during nonbusiness hours only.
- (d) **Extra Services.** Whenever Landlord knows that any tenant (including Tenant) is using extra services because of either nonbusiness hours use or high electricity consumption installations as compared to other tenants, Landlord will directly charge that tenant for the extra use and exclude those charges from Operating Expenses. Extra services include, but are not limited to:
 - (i) Nonbusiness Hours Use of HVAC and electricity by Tenant.
 - (ii) **Excess Utility Use.** Tenant shall not place or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, personal computers, adding machines, reproduction machines, and other machinery and equipment normally used in retail establishments, unless Tenant receives Landlord's advance written consent. Landlord shall not unreasonably withhold or delay its consent but Landlord may require payment for the extra use of electricity caused by operating this equipment or machinery. Landlord may require that special, high electricity consumption installations of Tenant such as computer or reproduction facilities (except personal computers or normal office photocopy machines) be separately sub-metered for electrical consumption at Tenant's cost.
 - (iii) **Additional Items.** Additional items requested by Tenant and not included in the services described in paragraph 3.02(a).
 - (iv) **Payment.** Tenant's charges for the utilities provided under paragraphs 3.02(d)(i), (ii) and (iii) above shall be considered Additional Rent and shall be equal to one hundred and ten

percent (110%) of Landlord's actual cost of labor and utilities if the cost exceeds five hundred dollars (\$500.00); otherwise, if the cost is less than \$500, the percentage shall be one hundred and fifteen percent (115%).

- (e) Interruption of Services. Landlord does not warrant that any services Landlord supplies will not be interrupted. Services may be interrupted because of accidents, adverse weather, repairs, alterations, improvements, or any reason beyond the reasonable control of Landlord. Any interruption shall not:
 - (i) be considered an eviction or disturbance of Tenant's use and possession of the Premises;
 - (ii) make Landlord liable to Tenant for damages;
 - (iii) abate Rent; or
 - (iv) relieve Tenant from performing Tenant's Lease obligations.
- (f) Change of Utility Provider.
 - (i) Landlord has advised Tenant that presently Madison Gas & Electric Company is the utility company selected by Landlord to provide electricity service for the Shopping Center. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right at any time and from time to time during the Term to either contract for services from a different company or companies providing electricity service (or other services including, but not limited to, telephone, gas, water, sewer) (each such company shall hereafter be referred to as an "Alternative Service Provider") or continue to contract for service from Madison Gas & Electric Company.
 - (ii) Tenant shall cooperate with Landlord, Madison Gas & Electric Company, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Madison Gas & Electric Company, and any Alternate Service Provider reasonable access to the Premises and the Shopping Center's and the Tenant's electric lines, feeders, risers, wiring, and any other machinery within the Premises.
- (g) Telecommunications Services. Tenant may, in Tenant's sole judgment but subject to Landlord's approvals described below, select any telecommunications service carrier to provide voice and data communications service. Tenant shall be responsible for payment of all services provided by the carrier selected. Landlord shall not charge a premium, percentage of revenues, access charge, or rent to either Tenant or the service carrier for the use of any existing telephone closet or equipment room to provide such service to Tenant and Tenant's carrier shall have full access to all interior Building facilities (other than those located entirely within premises leased to another tenant) provided to any other telecommunications service company. The right granted to Tenant under paragraph 3.02(g) is subject to the following conditions:
 - (i) any agreement that the telecommunications carrier may require Landlord to execute shall be acceptable in all respects to Landlord and its legal counsel;
 - (ii) all plans and specifications for the installation within the Building or Premises of any equipment and for any wiring, cables, risers and similar installations (the "Wiring") including any trenching, excavating, or construction work within the Building or Premises, shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall promptly restore any portion of the Building or grounds that is disturbed by such installation to its preexisting condition, and Landlord may, at its discretion, require that Tenant post a bond or provide other acceptable security to secure such restoration by Tenant;

- (iii) if the plans and specifications for the installation of the Wiring require access to any space leased to other tenants of the Building, Tenant shall, prior to commencement of such installation, obtain written permission from all such other tenants to have access to such other space;
- (iv) Landlord retains the right to charge Additional Rent for a T-1 or other high-speed communications line into the Building if said T-1 or other high-speed communication line is paid for by Landlord; and
- (v) upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost, remove all of the Wiring from the Premises, Building and grounds that is disturbed by such installation to its preexisting condition. If, however, prior to the expiration or earlier termination of this Lease, Landlord notified Tenant that Landlord elects to retain the Wiring, then Tenant agrees that Tenant shall surrender all of the Wiring to Landlord, free and clear of all liens and encumbrances, in good condition, working order, properly labeled at each end and in each telecommunications/electrical closet and junction box, and in safe condition.

3.03. Repairs and Maintenance.

- (a) Tenant's Care of Premises. Tenant shall, at its expense, perform all maintenance repairs and or replacements to the Premises required during the term of this Lease to keep all systems in proper working order and shall, without limitation, by reason of specification, keep and maintain the store front, windows and doors, heating, air conditioning and ventilation systems and equipment, plumbing, electrical and other facilities and equipment installed by either Landlord or Tenant in good working condition and repair. Tenant shall notify Landlord in writing of any condition with respect to which Landlord is required to make repairs. If Tenant refuses or neglects to repair or care for the Premises as required hereunder and to reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof and, upon completion thereof, Tenant shall pay as Additional Rent, Landlord's costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of invoice therefore. When used in this paragraph, the term "repairs" shall include replacements and renewals when necessary and such "repairs" shall be equal in quality and class of original work. Tenant shall:
 - (i) provide service contracts on all heating and air conditioning units directly serving the Premises, changing filters, checking belts, and oiling units a minimum of four (4) times per year, including cleaning of grease traps, and Tenant shall provide Landlord with evidence of said service contracts;
 - (ii) keep the Premises clean and in good order, including replacement of light bulbs, window washing, and periodic painting as necessary. If Tenant is a food service business, keeping the Premises clean shall include not only the interior, but also the exterior store front entrance and adjacent sidewalk and parking lot area. This area is to be cleaned, at a minimum, on a daily basis. Tenant may utilize trash and recycle containers provided by Landlord for such purpose. If utilized by Tenant and its customers for a food service business, Tenant is obligated to empty containers daily;
 - (iii) make repairs and replacements to the Premises or Shopping Center needed because of Tenant's misuse or negligence;

- (iv) repair and replace special equipment or decorative treatments above the standard building finish package described in Exhibit E (“Shopping Center Standard”) installed by or at Tenant’s request and that serve the Premises only, except to the extent the repairs or replacements are needed because of Landlord’s misuse or primary negligence, and are not covered by Tenant’s insurance or the insurance Tenant is required to carry under Section 5, whichever is greater;
 - (v) Tenant shall not walk upon the roof nor shall Tenant penetrate the roof or exterior walls of the Shopping Center nor shall Tenant place any equipment (HVAC, antennas, satellite dishes or other) on the roof or Shopping Center exterior, without Landlord’s written approval, and if Tenant does so, Tenant shall pay Landlord all costs of removal and/or repair upon invoicing by Landlord including paying Landlord for a service contract for the roof for the life of the Lease; and
 - (vi) not commit waste.
- (b) Landlord’s Repairs. Except for repairs and replacements that Tenant must make under paragraph 3.03(a), Landlord shall pay for and make all other repairs and replacements to the Premises, Common Areas and Shopping Center (including Shopping Center fixtures and equipment).

Landlord shall make the repairs and replacements to maintain the Shopping Center in a condition comparable to other shopping centers in the City of Madison, except that Tenant shall make all repairs and replacements of those areas under Tenant’s exclusive control and use. Landlord’s maintenance shall include the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems, such as mechanical, electrical, HVAC, and plumbing, roof covering, concrete slab, unexposed electric and plumbing, except as set forth in paragraph 3.03(a)(i). Tenant is responsible for routine maintenance and repair of HVAC. Landlord is responsible for replacement of HVAC units if needed.

- (c) Time for Repairs. Repairs or replacements required under paragraphs 3.03(a) or (b) shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after Landlord’s receiving notice or having actual knowledge of the need for a repair or replacement.
- (d) Surrendering the Premises. Upon the Termination Date or the date the last extension Term, if any, ends, whichever is later, Tenant shall surrender the Premises to Landlord in the same broom clean condition that the Premises were in the Commencement Date except for:
 - (i) ordinary wear and tear;
 - (ii) damage by the elements, fire, and other casualty unless Tenant would be required to repair under paragraph 3.03(a);
 - (iii) condemnation;
 - (iv) damage arising from any cause not required to be repaired or replaced by Tenant; and
 - (v) alterations as permitted by this Lease unless consent was conditioned on their removal.

On surrender Tenant shall have the carpet professionally shampooed and shall remove from the Premises its personal property, trade fixtures, and any alterations required to be removed under paragraph 4.01 and repair any damage to the Premises caused by the removal. Any items not removed by Tenant as required above shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the cost of their disposal, minus any revenues received by Landlord for their disposal.

SECTION 4 NEGATIVE OBLIGATIONS

4.01. Alterations.

- (a) Definitions. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements, but excludes minor decorations and the Improvements Landlord is to make under paragraph 1.05 and Exhibits D and E.
- (b) Consent. Tenant shall not make Alterations without the Landlord's advance written consent. Landlord's consent shall not be unreasonably withheld or unduly delayed for nonstructural interior Alterations to the Premises that do not adversely affect the Shopping Center's appearance, value, and structural strength. Notwithstanding the foregoing, Tenant shall be permitted to make interior non-structural alterations costing less than ten thousand dollars (\$10,000.00) without the consent of Landlord provided such alterations comply with the requirements stipulated paragraph 4.01(c)(ii) below. Tenant's Alterations shall be in compliance with all applicable construction and building codes.
- (c) Conditions of Consent. Landlord may condition its consent in paragraph 4.01(b) on all or any part of the following:
 - (i) Tenant shall furnish Landlord with reasonably detailed plans and specifications of the Alterations;
 - (ii) the Alterations shall be performed and completed:
 - (A) in accordance with the submitted plans and specifications;
 - (B) in a workmanlike manner;
 - (C) in compliance with all applicable laws, regulations, rules, ordinances, and other requirements of governmental authorities;
 - (D) using new materials and installations at least equal in quality to the original Shopping Center materials and installations;
 - (E) by not disturbing the quiet possession of the other tenants;
 - (F) by not interfering with the construction, operation, or maintenance of the Shopping Center; and
 - (G) with due diligence;
 - (iii) Tenant shall use workers and contractors who Landlord employs or approves in writing, which approval shall not be unreasonably withheld or unduly delayed;
 - (iv) Tenant shall modify plans and specifications because of reasonable conditions set by Landlord after reviewing the plans and specifications;
 - (v) Tenant's contractors shall carry builder's risk insurance in an amount then customarily carried by prudent contractors and workers' compensation insurance for its employees in statutory limits;
 - (vi) Tenant's workers or contractors shall work in harmony and not unreasonably interfere with Landlord's workers or contractors or other tenants and their workers or contractors;

- (vii) if the Alterations' estimated cost exceeds ten thousand dollars (\$10,000.00), Tenant shall supply a lien and completion bond, bank letter of credit, or other security reasonably satisfactory to Landlord, in an amount equal to the estimated cost to insure Landlord against materials and mechanics' liens and against completion of the Alterations;
 - (viii) Tenant shall give Landlord at least fifteen (15) days advance notice before beginning any Alterations so that Landlord may post or record notices of nonresponsibility;
 - (ix) upon demand Tenant shall give Landlord evidence that it complied with any condition set by Landlord;
 - (x) Tenant shall give Landlord complete as-built mylar drawings of the Alterations after they are finished; and
 - (xi) Tenant shall remove the Alterations, unless directed in writing by Landlord not to do so, and repair any damage from their removal by the Termination Date, or the date the last extension Term ends, if any, whichever is later.
- (d) Payment and Ownership of the Alterations. Alterations made under this paragraph shall be at Tenant's expense. Any Alterations that Landlord has directed shall not be removed, shall belong to Landlord. All other Alterations shall be removed by Tenant by the Termination Date. Nevertheless, Tenant may remove its trade fixtures, furniture, equipment, and other personal property if Tenant promptly repairs any damage caused by their removal.

4.02. Assignment and Subleasing.

- (a) Consent Required. Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Premises without Landlord's advance written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed. Tenant acknowledges that such consent is conditioned upon the Shopping Center's mortgagee's consent as well. If Tenant requests Landlord's consent to an assignment or sublease, then Tenant shall pay to Landlord, as additional rent, an amount reflective of the work involved with said assignment or sublease. This amount shall be seven percent (7%) of the remaining rent balance to the end of the Term. Tenant shall be invoiced for this amount and said invoice shall be paid to Landlord prior to Landlord agreeing to any sublet or assignment, and shall be deemed earned by Landlord whether or not Landlord consents to the assignment or sublease.
- (b) Reasonableness. The Landlord's consent shall not be considered unreasonably withheld if:
 - (i) the proposed subtenant's or assignee's financial net worth, responsibility and creditworthiness does not meet the same criteria Landlord uses to select comparable Shopping Center tenants;
 - (ii) the proposed subtenant's or assignee's business is not suitable for the Shopping Center considering the business of the other tenants and the Shopping Center's prestige;
 - (iii) the proposed use is inconsistent with the use permitted by paragraph 1.03; or
 - (iv) the proposed subtenant or assignee does not have at least three (3) years of experience in the management of such proposed subtenant's or assignee's business.
- (c) Procedure.

- (i) Tenant must provide Landlord in writing:
 - (A) the name and address of the proposed subtenant or assignee;
 - (B) the nature of the proposed subtenant's or assignee's business it will operate in the Premises;
 - (C) the terms of the proposed sublease or assignment; and
 - (D) reasonable financial information including balance sheet, income statement, and credit report so that Landlord can evaluate the proposed subtenant or assignee under paragraph 4.02(b)(i).
- (ii) Landlord shall, within ten (10) business days after receiving the information under paragraph 4.02(c)(i), give notice in writing to Tenant to permit or deny the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the ten (10) business day period, then Tenant may sublease or assign part or all of the Premises upon the terms Tenant gave in the information under paragraph 4.02(c)(i).
- (iii) Tenant shall pay to Landlord, Landlord's actual costs of reviewing Tenant's request for consent, including, without limitations, Landlord's legal and accounting fees.
- (d) Affiliates. Notwithstanding paragraphs 4.02(a), (b) and (c), Tenant may assign or sublease part of or all of the Premises without Landlord's consent to:
 - (i) any corporation, limited liability company, or partnership that controls, is controlled by or is under common control with Tenant; or
 - (ii) any corporation resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises, as long as the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant.
- (e) Conditions. Subleases and Assignments by Tenant are also subject to:
 - (i) the terms and conditions of this Lease;
 - (ii) the term of any Sublease shall not extend beyond the Lease Term;
 - (iii) Tenant shall remain liable for all Lease obligations; and
 - (iv) any consideration paid to Tenant for the Sublease or Assignment that exceeds the amount Tenant must pay Landlord as Rent under this Lease (the "Excess Consideration") shall be paid to Landlord. Where a part of the amount is to be prorated, where a part of the Premises is subleased or assigned, there shall be a prorationing of the Rent payable under this Lease and the rent payable under the Assignment or the Sublease to determine whether Excess Consideration is payable to Landlord. Excess Consideration shall exclude reasonable leasing commissions paid by Tenant, payments attributable to the amortization of the cost of Tenant improvements made to the Premises at Tenant's cost for the assignee or sublessee, and other reasonable, actual cash out-of-pocket costs paid by Tenant, such as attorneys' fees directly related to Tenant's obtaining an assignee or subtenant. Tenant shall pay this Excess Consideration to Landlord at the end of each calendar year during which Tenant collects any Excess Consideration. Each payment shall be sent with a detailed statement showing:

- (A) the total consideration paid by the subtenant or assignee, and
 - (B) any exclusions from consideration permitted by this paragraph.
- (f) No Release. Landlord's consent to any assignment or sublease shall not release or reduce Tenant's liability for performance of its obligations under this Lease.

Notwithstanding anything in this Lease to the contrary, Tenant shall be permitted to sublease this Lease or sublet the Premises without the consent of Landlord provided:

- (a) Tenant continues to be liable for Tenant's lease obligations; and
- (b) the Permitted Use of the Premises does not change.

SECTION 5 INSURANCE

5.01. Insurance.

- (a) Landlord's Building Insurance. Landlord shall keep the Shopping Center, including the improvements (paragraph 1.05 and Exhibits D and E), insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement value of the Shopping Center, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Shopping Center.
- (b) Property Insurance. Each party shall keep its personal property and trade fixtures in the Premises and Shopping Center insured with "all risks" a/k/a "special form" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and fixtures. Tenant shall also keep any non-Shopping Center Standard improvements made to the Premises at Tenant's request insured to the same degree as Tenant's personal property.
- (c) Commercial General Liability Insurance. Tenant shall procure and maintain at its expense policies of commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000.00) for death or injury to one person; three million dollars (\$3,000,000.00) for death or injury to more than one person; and one million dollars (\$1,000,000.00) for property damage, written on an occurrence basis (if available) and not on a claims made basis.
- (d) Waiver of Subrogation. Each party waives claims arising in any manner in its (hereafter "Injured Party's") favor and against the other party for loss or damage to Injured Party's property located within or constituting a part or all of the Shopping Center. This waiver applies to the extent the loss or damage is covered by:
 - (i) the Injured Party's insurance; or
 - (ii) the insurance the Injured Party is required to carry under this Section 5, whichever is greater. The waiver also applies to each party's directors, officers, employees, shareholders, and agents. The waiver does not apply to claims caused by a party's willful misconduct. If despite a party's best efforts it cannot find an insurance company meeting the criteria in paragraph 5.01(g) that will give the waiver at reasonable commercial rates, then it shall give notice to the other party within thirty (30) days after the Lease's Commencement Date. The other party shall then have thirty (30) days to find an insurance company that will issue the waiver. If the other party also cannot find such an

insurance company, then both parties shall be released from their obligation to obtain the waiver.

- (e) Increase in Insurance. The amounts of coverage required by this Lease are subject to review at the end of each five-year period following the Commencement Date or beginning of the option renewal period, whichever is sooner. At each review, if necessary to maintain the same level of coverage that existed on the Commencement Date, the amounts of coverage shall be increased to be equal to the amounts of coverage carried by prudent landlords and tenants of comparable shopping centers in the Madison area, as determined by Landlord.
- (f) Insurance Increase. If due to Tenant's particular use of the Premises the Landlord's insurance rates are increased, Tenant shall pay the increase.
- (g) Insurance Criteria. Insurance policies required of Tenant this Lease shall:
 - (i) be issued by insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of at least B+ and a financial size of no less than VIII available on the Lease Expiration Date. If the Best's ratings are changed or discontinued, the parties shall use an equivalent method of rating insurance companies selected by Landlord;
 - (ii) name Landlord and any mortgage designated by Landlord as an additional insured; other landlords or tenants may also be added as additional insurers in a blanket policy;
 - (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days advance notice is given Landlord;
 - (iv) be primary policies – not as contributing with, or in excess of, the coverage that Landlord may carry;
 - (v) be permitted to be carried through a “blanket policy” or “umbrella” coverage;
 - (vi) have deductibles not greater than five thousand dollars (\$5,000.00); and
 - (vii) be maintained during the entire Term and any extension Terms.
- (h) Evidence of Insurance. By the Commencement Date and upon each renewal of its insurance policies, Tenant shall give the original or a certificate of insurance to Landlord. The certificates shall specify amounts, types of coverage, the waiver of subrogation, and the insurance criteria listed in paragraph 5.01(g). The policies shall be renewed or replaced and maintained by Tenant. If Tenant fails to give the required certificate within thirty (30) days after notice of demand for it, Landlord may obtain and pay for that insurance and receive reimbursement from Tenant.

5.02. Indemnification.

- (a) Tenant's Indemnity – Premises. Tenant indemnifies, defends, and holds Landlord harmless from claims:
 - (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Premises;
 - (iii) whether or not caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees, except that when the claim is caused by the joint negligence or willful misconduct Landlord and Tenant (“Tenant” for this purpose including Tenant's

agents, employees, or invitees), Tenant's duty to defend, indemnify, and hold Landlord harmless shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct.

- (b) Tenant's Indemnity – Shopping Center and Common Areas. Tenant indemnifies, defends and holds Landlord harmless from claims:
 - (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Shopping Center and Common Areas; and
 - (iii) to the extent caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees.

Landlord's Indemnity. Landlord indemnifies, defends and holds Tenant harmless from claims:

- (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Premises, Shopping Center and Common Areas; and
 - (iii) to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees except that when the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Landlord's duty to defend, indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.
- (d) Release of Claims, Notwithstanding paragraphs 5.02(a), (b) and (c), the parties release each other from any claims either party ("Injured Party") has against the other. This release is limited to the extent the claim is covered by the Injured Party's insurance or the insurance the Injured Party is required to carry under Section 5, whichever is greater.

5.03. Limitation of Landlord's Liability.

- (a) Transfer of Premises. If the Shopping Center is sold or transferred, voluntarily or involuntarily, Landlord's Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner.
- (b) Liability for Money Judgment. If Landlord, its employees, officers, or partners are ordered to pay Tenant a money judgment because of Landlord's default, then except in those instances listed in paragraph 5.02(c), Tenant's sole remedy to satisfy the judgment shall be:
 - (i) Landlord's interest in the Shopping Center and Land including the net operating income less expenses and debt service and net proceeds from sale less expenses; and
 - (ii) any insurance or condemnation proceeds received because of damage or condemnation to, or of, the Shopping Center or Land that are available for use by Landlord.
- (c) Exceptions. Paragraph 5.03(b) does not apply when:
 - (i) Landlord failed to apply insurance or condemnation proceeds as required by the Lease; or
 - (ii) Landlord misappropriated escrow funds.

SECTION 6 LOSS OF PREMISES

6.01. Damages.

- (a) Definition. “Relevant Space” means:
 - (i) the Premises as defined in paragraph 1.02, excluding Tenant’s non-Shopping Center Standard fixtures;
 - (ii) access to the Premises; and
 - (iii) any part of the Shopping Center that provides essential services to the Premises.
- (b) Repair of Damage. If the Relevant Space is damaged in part or whole from any cause and the Relevant Space can be substantially repaired and restored within one hundred and twenty (120) days from the date of the damage using standard working methods and procedures, as determined by Landlord in its sole discretion, Landlord shall at its expense promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage. This repair and restoration shall be made within one hundred and twenty (120) days from the date of the damage unless the delay is due to causes beyond Landlord’s reasonable control. If the Relevant Space cannot be repaired and restored within one hundred and twenty (120) day period, as determined by Landlord in its sole discretion, then either party may, within thirty (30) days after determining that the repairs and restoration cannot be made within one hundred and twenty (120) days, as prescribed in paragraph 6.01(c), cancel the Lease by giving notice to the other party. Tenant shall not be able to cancel this Lease if its willful misconduct causes the damage unless Landlord is not promptly and diligently repairing and restoring the Relevant Space.
- (c) Determining the Extent of Damage. Landlord shall notify Tenant in writing within sixty (60) days following the damage whether the repairs and restoration described in paragraph 6.01(b) will take more than one hundred and twenty (120) days to make.
- (d) Abatement. Unless the damage is caused by Tenant’s willful misconduct, the Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant’s business. The abatement shall consider the nature and extent of interference to Tenant’s ability to conduct business in the Premises and the need for access and essential services. The abatement shall continue from the date the damage occurred until thirty (30) days after Landlord completes the repairs and restoration to the Relevant Space or the part rendered unusable and notice to Tenant that the repairs and restoration are completed, or until Tenant again uses the Premises or the part rendered unusable, whichever is first.
- (e) Tenant’s Property. Notwithstanding anything else in Section 6, Landlord is not obligated to repair or restore damage to Tenant’s trade fixtures, furniture, equipment, or other personal property, or any Tenant improvements.
- (f) Damage to Shopping Center. If:
 - (i) more than forty percent (40%) of the Shopping Center is damaged and the Landlord decides not to repair and restore the Shopping Center;
 - (ii) any mortgagee of the Shopping Center shall not allow adequate insurance proceeds for repair and restoration;

- (iii) the damage is not covered by Landlord's insurance required by paragraphs 5.01(a) and (b); or
- (iv) more than forty percent (40%) of the Shopping Center is damaged and the Landlord decides not to repair and restore the Shopping Center and the Lease is in the last twelve (12) months of its Term, then Landlord may cancel this Lease. To cancel, Landlord must give notice to Tenant within thirty (30) days after the Landlord knows of the damage. The notice must specify the cancellation date, which shall be at least thirty (30) but not more than sixty (60) days after the date notice is given.
- (g) Cancellation. If either party cancels this Lease as permitted by paragraph 6.01, then this Lease shall end on the day specified in the cancellation notice. The Rent and other charges shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent, accounting for any abatement, plus security deposit, if any, less any sum then owing by Tenant to Landlord.
- (h) Notwithstanding the foregoing, if damage to the Shopping Center should cause the Premises to be unfit for occupancy by Tenant for a period in excess of one hundred and eighty (180) consecutive days, then Tenant shall have the right to terminate this Lease upon written notice to Landlord.

6.02. Condemnation.

- (a) Definitions. The terms "eminent domain," "condemnation," "taken," "taking," and the like in paragraph 6.02 include taking for public or quasi-public use and private purchases in place of condemnation by any authority authorized to exercise the power of eminent domain.
- (b) Entire Taking. If the entire Premises or the portions of the Shopping Center required for reasonable access to, or the reasonable use of, the Premises are taken by eminent domain, this Lease shall automatically end on the earlier of:
 - (i) the date title vests; or
 - (ii) the date Tenant is dispossessed by the condemning authority.
- (c) Partial Taking. If the taking of a part of the Premises materially interferes with Tenant's ability to continue its business operations in substantially the same manner and space then Tenant may end this Lease on the earlier of:
 - (i) the date when title vests;
 - (ii) the date Tenant is dispossessed by the condemning authority; or
 - (iii) sixty (60) days following notice to Tenant of the date when vesting or dispossession is to occur.

If there is a partial taking and this Lease continues, then the Lease shall end as to the part taken and the Rent shall abate in proportion to the part of the Premises taken and Tenant's prorata share shall be equitably reduced.
- (d) Termination by Landlord. If title to a part of the Shopping Center other than the Premises is condemned, and in the Landlord's reasonable opinion, the Shopping Center should be restored in a manner that materially alters the Premises, Landlord may cancel this Lease by giving notice to Tenant. Cancellation notice shall be given within sixty (60) days following the date title vested.

This Lease shall end on the date specified in the cancellation notice, which date shall be at least thirty (30) days but not more than ninety (90) days after the date notice is given.

- (e) Rent Adjustment. If the Lease is canceled as provided in paragraphs 6.02(b), (c) or (d), then the Rent and other charges shall be payable up to the cancellation date, and shall account for any abatement. Landlord, considering any abatement, shall promptly refund to Tenant any prepaid, unaccrued Rent plus Security Deposit, if any, less any sum then owing by Tenant to Landlord.
- (f) Repair. If the Lease is not canceled as provided for in paragraphs 6.02(b), (c) or (d), then Landlord at its expense shall promptly repair and restore the Premises to the condition that existed immediately before the taking, except for the part taken, to render the Premises a complete architectural unit, but only to the extent of the condemnation award received for the damage.
- (g) Awards and Damages. Landlord reserves all rights to damages paid because of any partial or entire taking of the Premises. Tenant assigns to Landlord any right Tenant may have to the damages or award. Further, Tenant shall not make claims against Landlord or the condemning authority for damages without prior written notice from Landlord.

Notwithstanding anything else in paragraph 6.02(g), Tenant may claim and recover from the condemning authority a separate award for Tenant's moving expenses, business dislocation damages, Tenant's personal property and fixtures, the unamortized costs of leasehold improvements paid for by Tenant, excluding the Landlord's Work described in paragraph 1.05 and Exhibits D and E, and any other award that would not substantially reduce the awards payable to Landlord. Each party shall seek its own award, as limited by paragraph 6.02(g), at its own expense, and neither shall have any right to the award made to the other.

- (h) Temporary Condemnation. If part or all of the Premises are condemned for a limited period of time (hereafter "Temporary Condemnation"), this Lease shall remain in effect. The Monthly Base Rent and Additional Rent and Tenant's obligations for the part of the Premises taken shall abate during the Temporary Condemnation in proportion to the part of the Premises that Tenant is unable to use in its business operations as a result of the Temporary Condemnation. Landlord shall receive the entire award for any Temporary Condemnation.

SECTION 7 DEFAULT

7.01. Tenant's Default.

- (a) Defaults. Each of the following constitutes a default (hereafter "Default") of this Lease by the Tenant:
 - (i) Tenant's failure to pay any Rent within ten (10) days after Landlord delivers notice to Tenant of Tenant's failure to pay Rent;
 - (ii) Tenant's failure to pay Rent by the due date, at any time during a calendar year in which Tenant has already received three (3) notices of its failure to pay Rent by the due date;
 - (iii) Tenant's failure to perform or observe any other Tenant obligation after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, after Landlord delivers notice to Tenant setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision(s);

- (iv) Tenant's failure to vacate or stay any of the following within ninety (90) days after they occur:
 - (A) a petition in bankruptcy is filed against Tenant;
 - (B) Tenant is adjudicated as bankrupt or insolvent;
 - (C) a receiver, trustee, or liquidator is appointed for all or a substantial part of Tenant's property; or
 - (D) Tenant makes an assignment for the benefit of creditors; or
 - (E) Tenant's filing of a petition in bankruptcy.

7.02. Landlord's Remedies.

- (a) Remedies. Landlord in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Tenant commits a Default under paragraph 7.01(a):
 - (i) end this Lease, and Tenant shall then surrender the Premises to landlord;
 - (ii) enter and take possession of the Premises either with or without process of law and remove Tenant, with or without having ended the Lease;
 - (iii) alter locks and other security devices at the Premises. Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process;
 - (iv) cure Tenant's Default and collect from Tenant upon demand, the cost to Landlord of effective such cure; or
 - (v) increase the Security Deposit by an additional month of Monthly Base Rent.
- (b) No Surrender. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in writing and signed by both parties.
- (c) Rent. If Landlord ends this Lease or ends Tenant's right to possess the Premises because of a Default, Landlord may hold Tenant liable for Rent, and other indebtedness accrued to the date the Lease ends. Tenant shall also be liable for the Rent and other indebtedness that otherwise would have been payable to Tenant during the remainder of the Term had there been no Default, reduced by any sums Landlord receives by reletting the Premises during the Term.
- (d) Other Expenses. Tenant shall also be liable for that part of the following sums paid by Landlord and attributable to that part of the Term ended due to Tenant's Default:
 - (i) reasonable broker's fees incurred by Landlord for reletting part or all of the Premises prorated for that part of the reletting Term ending concurrently with the then current Term of this Lease;
 - (ii) the cost of removing and storing Tenant's property;
 - (iii) the cost of repairs, alterations, and remodeling necessary to put the Premises in a condition reasonably acceptable to a new Tenant; and

- (iv) other necessary and reasonable expenses incurred by Landlord in enforcing its remedies.
- (e) Payment. Tenant shall pay the sums due in paragraphs 7.02(c) and (d) within ten (10) days of receiving Landlord's proper and correct invoice for the amounts. Landlord is also entitled to accelerated Rent for the balance of the Term if Tenant was in default of Lease. During each action to collect Landlord shall be limited to the amount of any sums due under paragraph 7.02(c) that would have accrued had the Lease not been ended and sums under paragraph 7.02(d) that have been incurred by Landlord and are now payable by Landlord, plus acceleration of the Rent remaining due under the Lease until the Term expires, less any Rent received from a tenant to which the Premises were reletted.
- (f) Mitigation. Landlord shall mitigate its damage by making reasonable efforts to relet the Premises on reasonable terms. Landlord may relet for a shorter or longer period of time than the Term and make any necessary repairs or alterations. Landlord may relet on any reasonable terms including a reasonable amount of free rent. If Landlord relets for a period of time longer than the current Term, then any special concessions given to the new tenant shall be allocated throughout the entire reletting term to not unduly reduce the amount of consideration received by Landlord during the remaining period of Tenant's Term.

7.03. Landlord's Default.

Landlord's failure to perform or observe any of its Lease obligations after a period of thirty (30) days or such additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant is a Default. The notice shall give in reasonable detail the nature and extent of the failure and identify the Lease provisions(s) containing the obligation(s). If Landlord commits a Default, Tenant may pursue any remedies given in this Lease or under the law. Any claim, demand, right, or defense by Tenant that arises out of this Lease or the negotiations that preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within six (6) months after the date of the action, omission, event, or action that gave rise to such claim, demand, right, or defense. Tenant acknowledges and understand, after having consulted with its legal counsel, that the purpose of the preceding sentence is to shorten the period within which Tenant would otherwise have to raise such claims, demands, rights, or defenses under applicable laws.

7.04. Exception to Cure Periods.

The cure periods in paragraphs 7.01(a)(iii) and 7.03 do not apply to:

- (a) emergencies;
- (b) any failure by Tenant to maintain the insurance required by paragraph 5.01; or
- (c) failure to timely deliver a subordination agreement or estoppel certificate as provided in paragraphs 8.01 or 8.02.

7.05. Survival.

The remedies permitted by Section 7, the parties' indemnities in paragraph 5.02, and Landlord's obligation to mitigate damages in paragraph 7.02(f) shall survive the ending of this Lease.

7.06. Unamortized Leasehold Improvements.

If and to the extent Landlord makes any leasehold improvements to the Premises with the reasonable expectation that such expenditures will not be required again during the Term, or if Landlord has provided Tenant with a tenant allowance for Tenant to perform such work, and since vacation of the Premises or termination of this Lease prior to

the original expiration of the Term will render it more difficult or impossible for Landlord to recover its investment in such leasehold improvements, Tenant covenants that in the event Tenant vacates the Premises or this Lease is terminated due to Tenant's Default, then, in addition to and not in reduction of the Rent or other charges past due or thereafter accruing under this Lease, Tenant shall pay to Landlord, Landlord's then unamortized investment in any leasehold improvements in the Premises (computed on a straight line basis, without salvage value, using an assumed interest rate of ten percent [10%] per annum, over the original term), or, if Landlord has provided a tenant allowance in lieu of Landlord actually performing such work, the unamortized amount of such tenant allowance amount computed using an assumed interest rate of ten percent (10%) per annum, on a straight line basis over the original term (e.g., if the original term is five [5] years, the tenant allowance would be amortized evenly over such five [5] year period).

SECTION 8 NONDISTURBANCE

8.01. Subordination.

- (a) Mortgages. Subject to paragraph 8.01(b), this Lease is subordinate to prior or subsequent mortgages covering the Shopping Center and/or Land.
- (b) Foreclosures. If any mortgage is foreclosed, then:
 - (i) this Lease shall continue;
 - (ii) Tenant's quiet possession shall not be disturbed if Tenant is not in Default;
 - (iii) Tenant will attorn to and recognize the mortgagee or purchaser at foreclosure sale (the "Successor Landlord") as Tenant's landlord for the remaining Term; and
 - (iv) the Successor Landlord shall not be bound by:
 - (A) any payment of Rent for more than one month in advance, except the Security Deposit and free rent, if any, specified in the Lease;
 - (B) any amendment, modification, or ending of this Lease without Successor Landlord's consent after the Successor Landlord's name is given to Tenant unless the amendment, modification, or ending is specifically authorized by the original Lease and does not require Landlord's prior agreement or consent; and
 - (C) any liability for any act or omission of a prior Landlord.
- (c) Self-Operating. Paragraph 8.01 is self-operating. However, Tenant shall promptly execute and deliver any documents needed to confirm this arrangement within ten (10) days of Landlord's request therefor.

8.02. Estoppel Certificate.

Either party (hereafter "Answering Party") shall, within ten (10) days after receiving a written request by the other party (hereafter "Asking Party"), execute and deliver to the Asking Party a written statement. This written statement, which may be relied upon by the Asking Party and any third party with whom the Asking Party is dealing shall certify:

- (a) the accuracy of the Lease document;

- (b) the Commencement Date and Termination Date of the Lease;
- (c) that the Lease is unmodified and in full effect or in full effect as modified, stating the date and nature of the modification;
- (d) whether to the Answering Party's knowledge the Asking Party is in default or whether the Answering Party has any claims or demands against the Asking Party and, if so, specifying the Default, claim, or demand; and
- (e) to other correct and reasonably ascertainable facts that are covered by the Lease terms.

8.03. Quiet Possession.

Landlord warrants that it owns the Shopping Center free and clear of all encumbrances except the mortgage(s), any letters of credit, any outstanding real estate taxes and special assessments, and easements, restrictions and other matters of record. If Tenant is not in default, and subject to the Lease terms and the above encumbrances, Landlord warrants that Tenant's peaceable and quiet enjoyment of the Premises shall not be disturbed.

SECTION 9 LANDLORD'S RIGHTS

9.01. Rules.

- (a) Rules. Tenant, its employees and invitees, shall comply with:
 - (i) the Rules attached as Exhibit F; and
 - (ii) reasonable modifications and additions to the Rules adopted by Landlord that:
 - (A) Tenant is given thirty (30) days advance notice of;
 - (B) are for the safety, care, order, or cleanliness of the Common Areas;
 - (C) do not unreasonably and materially interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Premises; and
 - (D) do not require payment of additional monies.
- (b) Conflict with Lease. If a Rule issued under paragraph 9.01(a) conflicts with or is inconsistent with any Lease provision, the Lease provision controls.
- (c) Enforcement. Although Landlord is not responsible for another tenant's failure to observe the Rules, Landlord shall attempt to enforce the Rules reasonably.

9.02. Mechanic's Liens.

- (a) Discharge Lien. Tenant shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Premises on Tenant's behalf and at Tenant's request, except for work contracted by Landlord including Landlord's Work described in paragraph 1.05 and Exhibits D and E:
 - (i) discharge the lien; or

- (ii) post a bond equal to one hundred and twenty-five percent (125%) the amount of the disputed claim with the Dane County Clerk of Courts.

If Tenant posts a bond, it shall contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from losses incurred from these liens.

- (b) Landlord's Discharge. If Tenant does not discharge the lien or post the bond within the twenty (20) day period, Landlord may pay any amounts, including interest and legal fees, to discharge the lien. Tenant shall then be liable to Landlord for the amounts paid by Landlord.
- (c) Consent not Implied. Paragraph 9.02 is not a consent to subject Landlord's property to these liens.

9.03. Right to Enter.

- (a) Permitted Entries. Landlord and its agents, servants, and employees may enter the Premises at reasonable times, and at any time if an emergency, without charge, liability, or abatement of Rent, to:
 - (i) examine the Premises;
 - (ii) make repairs, alterations, improvements, and additions either required by the Lease or advisable to preserve the integrity, safety, and good order of part or all of the Premises or Shopping Center;
 - (iii) install wiring, cables, risers and similar installations or perform any construction work necessary or advisable to provide, or cause to be provided, telecommunications service to any portion of the Building;
 - (iv) provide janitorial and other services required by the Lease;
 - (v) comply with Applicable Laws under paragraph 3.01;
 - (vi) show the Premises to prospective lenders or purchasers, and during the ninety (90) days immediately before this Lease ends to prospective tenants, accompanied, if requested by Tenant, by a Tenant representative;
 - (vii) post notices of responsibility;
 - (viii) remove any Alterations made by Tenant in violation of paragraph 4.01; and
 - (ix) post "For Sale" signs and, during the ninety (90) days immediately before this Lease ends, post "For Lease" signs.
- (b) Entry Conditions. Notwithstanding paragraph 9.03(a), entry is conditioned upon Landlord:
 - (i) giving Tenant verbal or written notice, except in an emergency;
 - (ii) promptly finishing any work for which it entered; and
 - (iii) causing the least practical interference to Tenant's business.

9.04. Signs.

- (a) Permitted Signs. Landlord and Tenant shall provide signs as specified in Exhibit G.
- (b) Nonpermitted Signs. Other than the signs and listing permitted under Exhibit G, Tenant shall not place or have placed any other signs, listings, advertisements, or any other notices anywhere else in the Building that would be visible to persons outside of the Premises or Shopping Center.

SECTION 10 MISCELLANEOUS

10.01. Broker's Warranty

Tenant represents and warrants that only Tenant represents Tenant and that no Broker has been contracted to represent Tenant and shall defend, hold harmless, and indemnify the Landlord from any claims or liability arising from the breach of this warranty. Only Landlord and the Broker listed in paragraph 0.27, if any, represent Landlord.

10.02. Attorneys' Fees.

- (a) Litigation. In any litigation between the parties regarding this Lease, the losing party shall pay to the prevailing party all reasonable expenses and court costs including attorneys' fees incurred by the prevailing party. A party shall be deemed to be the "prevailing party" if:
 - (i) the party initiated and substantially obtains the relief it sought; or
 - (ii) the other party initiates the litigation and does not substantially obtain the relief it sought.

10.03. Notices.

Unless a Lease provision expressly authorizes verbal notice, all notices under this Lease shall be in writing and sent by registered or certified mail, postage prepaid, by overnight commercial courier (such as United Parcel Service or Federal Express), or by personal delivery, as follows:

To Tenant:	Before Term begins:	the address specified in paragraph 0.26
	After Term begins:	the address of the Premises
To Landlord:		the address specified in paragraph 0.03

Either party may change these persons or addresses by giving notice as provided above. Tenant shall also give required notices to Landlord's mortgagee after receiving notice from Landlord of the mortgagee's name and address. Notice shall be considered delivered upon the earlier to occur of actual receipt, or:

- (a) in the case of notice sent by registered or certified mail, on the last original delivery or attempted delivery date as indicated on the postage receipt(s) of all persons and addresses to which notice is to be given;
- (b) in the case of delivery by overnight commercial courier, on the first business day following delivery to the commercial courier by the notifying party; and
- (c) in the case of personal delivery, on the date the notice is physically delivered to the address specified.

10.04. Partial Invalidity.

If any Lease provision is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

10.05. Waiver.

The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

10.06. Construction Against Drafter.

The parties chose this Lease document because it is fair to both parties.

10.07. Binding Effect.

This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

10.08. Lease not an Offer.

Landlord gave this Lease to Tenant for review. It is not an offer to lease. This Lease shall not be binding unless signed by both parties and an originally signed counterpart is delivered to Tenant upon execution.

10.09. Recording.

Recording of this Lease or any memorandum hereof is prohibited. No Financing Statements. Neither Tenant, nor any person claiming through Tenant, nor any creditor of Tenant shall have the authority to file or record any financing statement or other instrument encumbering personal property, fixtures, furnishings or equipment within the Premises if such financing statement or instrument describes in any manner any real property underlying, comprising or included within the Premises, and any such financing statement or other instrument so filed or recorded shall be null, void and of no force or effect. Tenant shall provide a copy of this provision to every person or entity intending to file or record a financing statement or other instrument encumbering personal property, fixtures, furnishings or equipment within the Premises. Within five (5) days of the delivery by Landlord to Tenant of written notice of any encumbrance upon the title of real property underlying, comprising or included within the Premises arising from the filing or recording of such a financing statement or instrument, Tenant shall cause such encumbrance to be removed at Tenant's sole cost and expense. If Tenant fails to timely remove such encumbrance, Landlord may take any and all action necessary or appropriate to cause such encumbrance to be removed from title to the real property (including maintaining a legal action), and Tenant shall promptly reimburse Landlord for all costs and expenses of every kind an nature incurred by Landlord in doing the same. This provision shall survive the expiration or termination of this Lease.

10.10. Survival of Remedies.

The parties' remedies shall survive the ending of this Lease when the ending is caused by the Default of the other party.

10.11. Authority of Parties.

Landlord warrants that it owns the property free and clear of all mortgages, liens, and encumbrances except for those listed in paragraph 8.03. Each party warrants that it is authorized to enter into the Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

10.12. Business Days.

Business days means Monday through Friday inclusive, excluding holidays identified at paragraph 3.02(b). Throughout this Lease, wherever “days” are used the term shall refer to calendar days. Wherever the term “business days” is used the term shall refer to business days.

10.13. Entire Agreement.

This Lease contains the entire agreement between the parties about the Premises and Shopping Center. Except for the Rules for which paragraph 9.01(a) controls, this Lease shall be modified only by a writing signed by both parties.

10.14. Definition of Lease.

This Lease consists of the following:

- (a) Title Page;
- (b) Table of Contents;
- (c) Sections 0 – 10;
- (d) Signature Page;
- (e) Exhibits A through H; and
- (f) the Riders identified in paragraph 0.29.

10.15. Time is of the Essence.

Time is of the essence with regard to all terms and conditions of this Lease.

10.16. Acceptance of Premises.

Tenant’s occupancy of Premises subject to punch list items identified by Tenant shall constitute Tenant’s acceptance of the Premises and an acknowledgment by the Tenant that the Premises are in the condition for the Permitted Use. Landlord shall take all necessary acts to promptly resolve all punch list items identified by Tenant in writing to Landlord within thirty (30) days of Tenant’s occupancy.

10.17. Financial Review.

Tenant grants Landlord the right to obtain a credit report on Tenant, and prior to signing the Lease, Tenant shall provide copies of Tenant’s audited financial statements to Landlord for review.

10.18. NSF Fee.

Tenant shall pay Landlord fifty dollars (\$50.00) for each non-sufficient funds check returned to Landlord by Tenant’s bank, savings bank, or other “banking” institution.

10.19. Press Release.

Tenant hereby authorizes Landlord to release and publicize Tenant’s Lease.

10.20. Notice of Development Activity.

Landlord discloses and Tenant acknowledges that Landlord and/or its affiliates, assigns and/or third party developers intend and will continue to develop and construct property and buildings adjacent to the neighborhood of the Shopping Center, and that doing so may block Tenant's view. Tenant acknowledges and agrees that such development and construction shall not be cause to terminate this Lease or release Lessee from any obligations due during the term of this Lease, nor shall Tenant object to or oppose said development and construction.

10.21. Disclosure.

Tenant understands that the Premises is leased on a first come, first to sign basis; in other words, a lease becomes effective only when a tenant signs a lease first and the Landlord also signs and executes that Lease. Tenant's signature on the Lease does not consummate the Lease; only the signature of both Tenant and Landlord on the Lease and the delivery of the fully executed Lease to the Tenant consummates the Lease.

10.22. Non-competition. (Intentionally deleted.)

10.23. Severability.

If any provision of this Lease is held invalid or unenforceable for any reason, no other provision shall be affected, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein and the remainder enforced in full.

10.24. HVAC Warranty.

The HVAC unit servicing the Premises is hereby warranted by Landlord for a period of one (1) year from the Lease Commencement Date.

10.25. Back Billing.

All charges under this Lease shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of this subparagraph shall survive the termination or expiration of this Lease.

10.26. Parties' Consents.

Where required under this Lease, the consent or approval of Landlord or Tenant shall not be unreasonably withheld or delayed.

10.27. Landlord Liens.

Landlord waives any statutory liens, and any rights of distress, with respect to Tenant's property. This Lease does not grant to Landlord a contractual lien or any other express or implied security interest with respect to Tenant's property.

10.28. No Litigation, Condemnation, Third Party Consents.

Landlord represents and warrants that there is no litigation or other proceedings pending or threatened affecting title to the Premises or Tenant's Permitted Use of the Premises. Landlord represents and warrants that Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the connection with the Premises, or any part, in lieu of condemnation, no proceedings have been threatened in connection with the Premises or any part of the Premises, and Landlord is not aware of any information that any condemnation or eminent domain is being or has been publicly discussed. Landlord represents

and warrants that it has the authority to execute this Amendment, and Landlord has obtained any third party consents, including lender consents, which may be required.

10.29. Holding Over.

In the event Tenant remains in possession of the Premises after the expiration of the Term, without Landlord's prior written consent and the execution of a new lease, Tenant shall pay:

- (a) twice the monthly rent and charges due under this Lease (without any reduction for a holdover of a partial month); and
- (b) any and all losses or liabilities arising out of Tenant's failure to surrender the Premises on the expiration of the Term.

In the event that Tenant remains in possession of the Premises after expiration of the Term with Landlord's prior written consent, which specifically references this Section of the Lease, Tenant shall be deemed to be a month-to-month tenant, at the Minimum Rent, Percentage Rent, Common Area Maintenance Expenses, Taxes, and all Additional Rent and subject to all of the terms, covenants or conditions of this Lease, insofar as the same are applicable to a month-to-month tenancy.

Signature page to follow.

IN WITNESS WHEREOF, the undersigned is duly authorized to sign and execute this Lease and the attached Exhibits A through H and Rider #1 on behalf of the Tenant.

EXECUTED THIS _____ DAY OF _____, 2025.

TENANT:

CAYA, LLC

By: _____
Lara Skye Boughman

By: _____
Kathy Holtz

Title: _____

Title: _____

IN WITNESS WHEREOF, the undersigned is duly authorized to sign and execute this Lease and the attached Exhibits A through H and Rider #1 on behalf of the Landlord.

EXECUTED THIS _____ DAY OF _____, 2025.

LANDLORD:

AVENUE SHOPPES LLC

By: _____
Joel L. Bahr

Title: _____

EXHIBIT A - FLOOR PLAN OF SHOPPING CENTER

WITH TENANT'S PREMISES HIGHLIGHTED

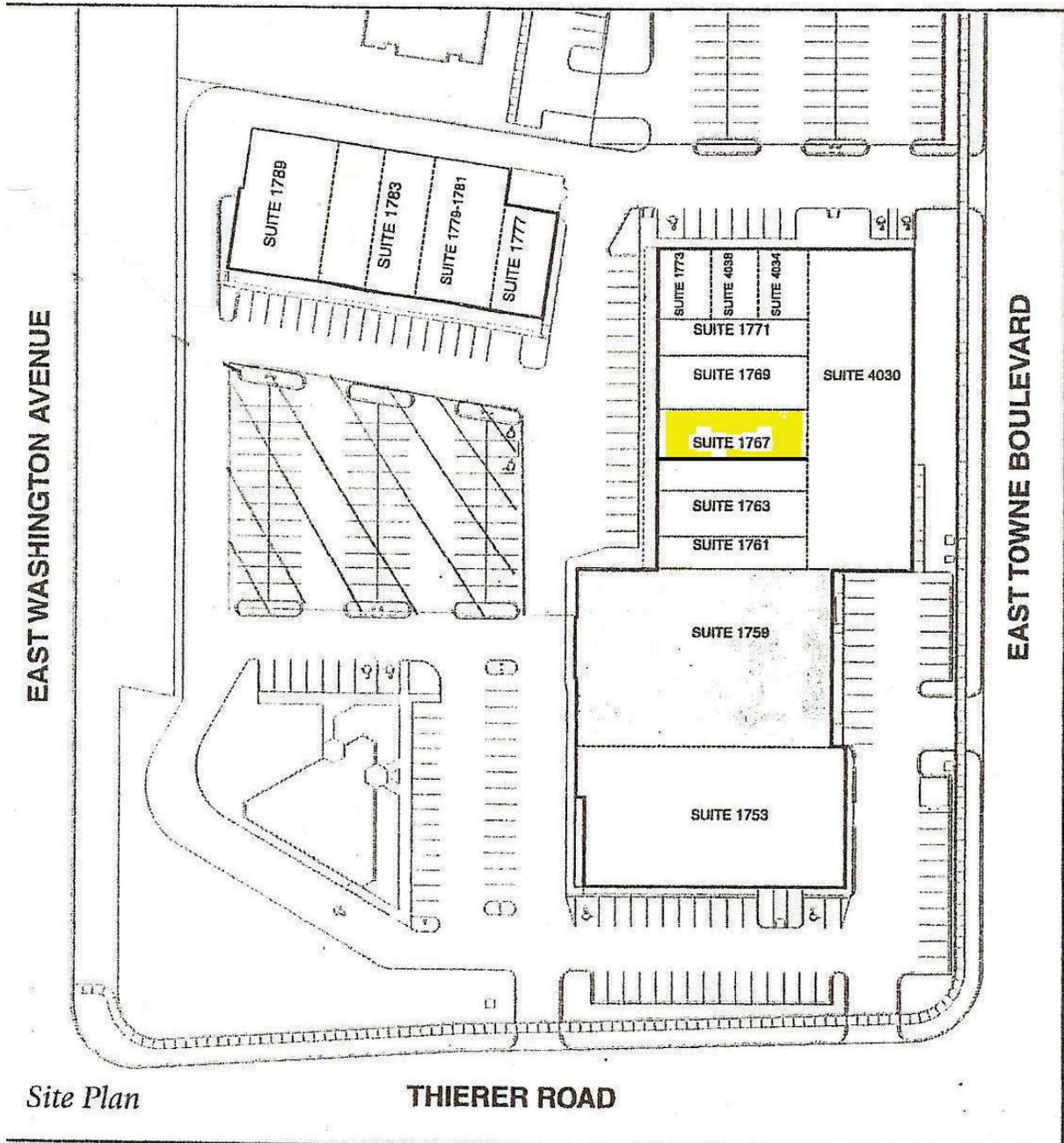


EXHIBIT B - SHOPPING CENTER RENDERING/FRONT ELEVATION



EXHIBIT C - LAND

All of Lots Two (2) and Three (3) and Four (4) of Certified Survey Map No. 2205, recorded in the Dane County Register of Deeds office in Volume 8 of Certified Survey Maps, Page 462, as Document No. 1491234, in the City of Madison, Dane County, Wisconsin.

AND

Part of Lot Two (2), Certified Survey Map No. 3382 recorded in the Dane County Register of Deeds office in Volume 13 of Certified Survey Maps, Pages 181 and 182, as Document No. 1652076, in the City of Madison, Dane County, Wisconsin, described as follows: A parcel of Land located in the Southwest Quarter and the Northwest Quarter of the Southeast quarter (¼ SE ¼ and NW ¼ SE ¼) of Section Twenty-Eight (28), Township Eight (8) North, Range Ten (10) East, in the City of Madison, Dane County, Wisconsin, commencing at the Southeast corner of said Section 28; thence South 89°09'46" West, 949.20 feet; thence North 35°31'49" West, 1132.82 feet to the point of beginning; thence continuing North 35°31'48" West, 209.50 feet; thence South 44°00'42" East, 207.21 feet; thence South 45°59'18" West, 30.90 feet to the point of beginning.

Tax Parcel No.: 60-0810-284-0802-0

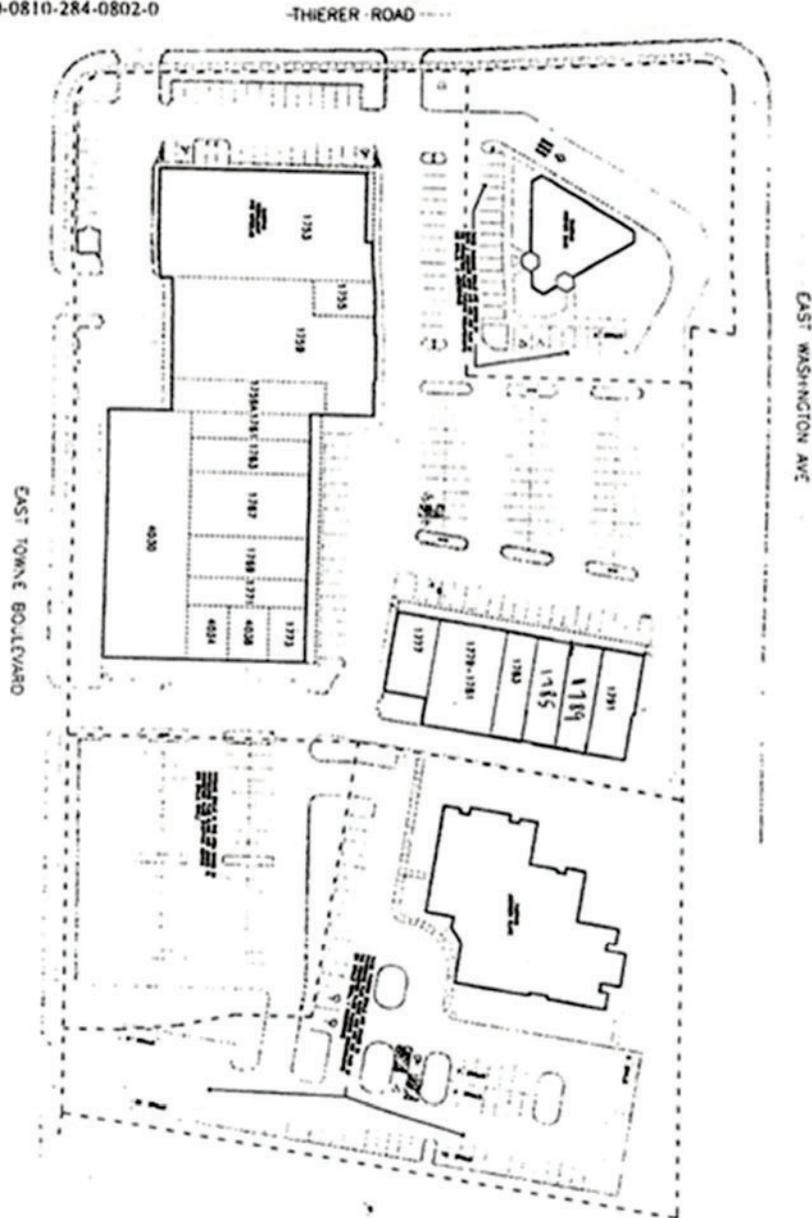


EXHIBIT D - SPACE PLAN OF TENANT'S PREMISES

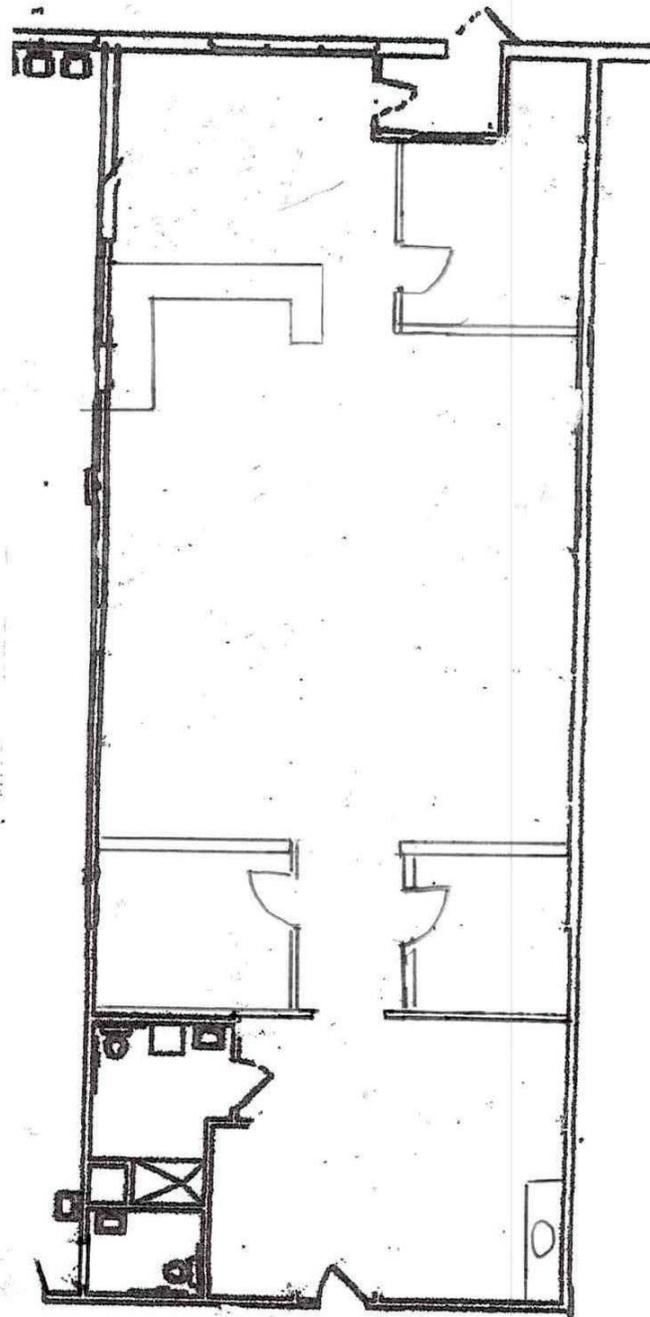


EXHIBIT E - SPECIFICATIONS OF LANDLORD'S AND TENANT'S WORK

Landlord, at Landlord's expense, shall:

1. Remove half of the front reception desk.
2. Remove all file cabinets and furniture not needed by Tenant.

EXHIBIT F - SHOPPING CENTER RULES AND REGULATIONS

All entrance doors to the Premises and Shopping Center shall be locked when the Premises are not in use. All corridor doors shall be closed during times when the air conditioning and heating equipment in the Shopping Center is operating so as not to dissipate the effectiveness of the air conditioning and heating system or place an overload thereon.

Tenant or Tenant's employees and agents shall not block open a Common Area door.

No portion of the sidewalks, doorways, entrances, passages, vestibules, halls, lobbies, corridors, elevators or stairways in or adjacent to the Shopping Center shall be obstructed or used for any purpose other than for ingress and egress to and from the Premises, and no doormats, overshoes, umbrellas or other items of any nature whatsoever shall be placed or permitted to remain therein. No floor, skylight, partition, transom or other opening that reflects or admits light into any place in the Shopping Center and no means of access to any building fire escape shall be covered or obstructed by Tenant.

Dane County has enacted an ordinance that requires all businesses to comply with a recycling program. All tenants are responsible for disposing of trash and recyclables in the proper bins and removal of same shall not be through front door entrances. Tenants shall not permit the accumulation of rubbish, trash, garbage or other refuse in and around the Premises. Tenants are responsible for the cost and disposal of all fluorescent and incandescent light fixtures. These are not to be placed in any trash receptacle. Tenant is responsible for removal of any debris caused by any Tenant remodeling or interior construction after the initial move-in. Burning of refuse or garbage in or about the Premises or Shopping Center is not allowed.

Tenant and its employees, customers and invitees shall at all times refrain from making any loud, unseemly or improper odors, noises or sounds or vibrations (through the playing of stereos, radios, television sets or musical instruments, or in any other manner) in the Premises or elsewhere in the Shopping Center, from smoking in the Shopping Center, and from in any other manner annoying, disturbing, or interfering with other tenants or occupants of the Shopping Center or their employees, customers and invitees, and shall use such receptacles for tobacco products and waste as Landlord may furnish. No foul or noxious gas or odor or substance or combustible fluid or material shall be used, kept or permitted to be used or kept in the Premises. A fine of twenty-five dollars (\$25.00) per violation of the "No Smoking" rule shall be levied against the violator, and if the violator fails to pay, levied against Tenant as Additional Rent. Tenant agrees to assist in getting employees' cooperation with the "No Smoking" rule.

No animals, birds or other pets (other than guide dogs for the visually impaired) and no bicycles or other vehicles (but not including wheelchairs or similar devices used by handicapped individuals) shall be brought into or kept in or about the Shopping Center, temporarily or otherwise, except at such areas as Landlord may designate. The Premises shall not be used for cooking or lodging purposes or for the storage of merchandise or other materials. Tenant shall, however, have the right to keep and use within the Premises a portable water dispenser, a microwave oven, and coffee-making equipment, but no vending machines, snack boxes, equipment or boxes.

Tenant shall be entitled to have its name shown upon the directory board of the Shopping Center, but the design and style of such identification and the location of such directory board and allocation of the space thereon among the tenants and occupants of the Shopping Center shall be determined by Landlord, in its sole discretion. Tenant shall not, without Landlord's prior written consent, install, affix or use: (a) any signs, lettering or advertising media of any other kind, decals, blinds, shades, curtains, draperies or similar items on the exterior of the Premises or in the interior of the Premises in such a manner as shall be visible from outside the Premises, or (b) any awnings, radio or television antennas or satellite dishes or any other object or equipment of any nature whatsoever on the exterior of the Premises. All rights to and use of the exterior of the exterior wall of the Premises and the roof of the Shopping Center are reserved to Landlord, and Landlord charges Additional Rent for installation of said equipment on the exterior of Shopping Center.

Tenant shall not, without the prior written consent of the Landlord, bring into, use or keep in the Shopping Center, any inflammable, explosive or hazardous article of any nature, nor use any source of power other than electricity for lighting or any other purpose. If Tenant has knowledge of any hazardous equipment or substance in the Tenant's Premises, Tenant shall notify Landlord in writing immediately upon receipt of such knowledge.

All delivery and shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the property operation of the Premises or Shopping Center. All such delivery and shipping shall occur only in designated "Loading Areas" and shall not be allowed from doors of the Premises that open to the front sidewalk area. Trucks of Tenant and its suppliers shall not be permitted in areas designated for customer parking, nor shall vehicles be parked in any way to impede traffic, nor for a period of time longer than necessary to accomplish the pickup or delivery sought. Notwithstanding the foregoing, packages of reasonable weight and size, which can be carried by one person without interference with other passengers therein, may be moved up and down on such elevators and at such times as may be specified by Landlord. All damage to elevators, the Premises or other portions of the Building caused by the moving or carrying of articles therein or thereon shall be paid for by Tenant. Landlord shall NOT be responsible for damage to any property of Tenant delivered to or left in any receiving area or elsewhere in the Building or to any property moved or handled anywhere in the Building by any employee or representative of Landlord as an accommodation to Tenant, Landlord being under no obligation to accept delivery of, or move or handle, any property of Tenant. This includes any object Landlord moves because Tenant left them in the way of a public access way.

Landlord shall have the right to control, maintain and operate the Common Areas of the Shopping Center in such manner as it deems best for the benefit of the tenants generally. Tenant shall not invite to the Premises, or permit the visit to the Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants, their customers, invitees and employees of the entrances, corridors, elevators and facilities of the Shopping Center.

Tenant shall not obtain, install, maintain, operate or accept for use in the Premises, ice, vending machines or any other service from any person not authorized by Landlord in writing to furnish such services.

Landlord reserves the right to, but shall not have the duty to, exclude or eject from the Shopping Center all solicitors, canvassers and peddlers, or any person who, in the judgment of Landlord's Shopping Center manager or employee in charge, is under the influence of liquor or drugs, or any person who shall in any manner do any illegal act or any act in violation of any of the Shopping Center Rules.

Tenant shall not (a) attach or permit to be attached additional locks or similar devices to any door or transom of the Premises, (b) change existing locks or the mechanism thereof, or (c) make or permit to be made any keys for any door thereof other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide such additional keys upon payment therefore by Tenant for the actual cost.

Requests for any extra janitorial or other special requirements of Tenant must be directed to Landlord's Management Agent. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless directed to do so by Landlord, and no employee of Landlord shall admit any person (Tenant or otherwise) to the Shopping Center without specific instructions from Landlord.

Emergency exits and fire stairs shall be used only for emergency exit purposes, and shall not be blocked by Tenant.

The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind (including grease) shall be discarded therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated from time to time for that purpose by Landlord. Tenant, on request, shall furnish Landlord with State automobile license numbers assigned to Tenant's and Tenant's employees' car(s). In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord, at its option, shall charge Tenant twenty dollars (\$20.00) per day, per car parked in any area (including service courts) other than those designate, as and for liquidated damages.

Tenant shall not display any merchandise outside of the Premises or outside the store front line of the Premises or anywhere within the confines of the Shopping Center without prior written approval of Landlord.

Tenant shall keep windows and electrical signs lighted during business hours and from dusk to 10:30 p.m. each night of the week.

Shopping Center Rules may be changed or revised at the discretion of the Landlord in accordance with this Lease.

EXHIBIT G - SIGNS

Tenant shall be responsible for purchasing and installing the Tenant's building mounted signage. All signage shall be reviewed and approved by Landlord in advance of installation and shall comply with Landlord's signage specifications herein:

1. All signs shall conform to the City of Madison Street Graphics Control Ordinance.
2. Signage specifications shall be further defined by Landlord as to type of characters.
3. The wording of signs shall be limited to the store name only, and such name shall not include any items sold therein, without consent given by Landlord. Subtitles under store names will be allowed in certain circumstances.
4. The use of corporate crest, shields, or insignia will be permitted provided such corporate crests, shields, or insignia shall not exceed the size of the adjacent character in height.
5. Multiple or repetitive signing will be allowed only with the approval of the City of Madison sign code. provided the area of such signing conforms to the limitations set forth herein.
6. All signs shall have concealed attachment devices, clips, wiring, transformers, lamps, and tubes.
7. Sign letters of components shall not have exposed neon or other lamps.
8. Location restrictions:
 - a. Tenant's signage area shall be located on the front faces of the building as specified by Landlord. Characters shall be located within the area above Tenant's Premises.
 - b. Message base line must be verified with Landlord at time of installation.
 - c. No sign may project more than six inches from the building façade without Landlord's written approval.
 - d. The sign shall be limited to seventy-five percent (75%) of the signage panel.
 - e. There shall be a limit of one sign in front of the Building, and Tenant is required to have such sign installed and operational prior to occupancy.
 - f. No signs shall be permitted on the side of the building without written authorization by Landlord.
9. Temporary or permanent décor type signs in show windows or doors will be permitted per attached drawings.
10. Landlord Approval:
 - a. Plans for the sign must be submitted to the Landlord, showing all dimensions, type and location of all lighting apparatus, style and color of letters, and materials used. The submission must also include a drawing showing the exact intended location on the sign spandrel and a color sketch of the sign or a color photograph of an identical existing sign.
 - b. Special Notes:

- (i) Tenant must submit drawings of signage to Landlord for approval prior to applying for the sign permit from the City of Madison.
- (ii) After the sign drawing is approved by Landlord, Tenant should have its sign company present a drawing of the sign to the Building Inspection Department, City of Madison. An application fee will need to be paid to the City for the permit. Generally, sign companies figure permit fees into the price of the sign.
- (iii) Note that the final connection must be completed by a licensed electrician. Tenant must make arrangements with electricians on the job to make the final connection.
- (iv) A centrally controlled photo cell is provided by landlord for the Shopping Center to which all signs may be connected. Tenants may install override switches to permit lighting during additional hours. A wire will be run by Landlord's electrician to the front sign area for the final connection. As an alternative, Tenant may utilize their own photo cell.

Tenant shall not erect or maintain any exterior or interior signs without the prior written consent of Landlord. Tenant shall be responsible for all costs to erect and maintain an exterior lighted store identification sign per Landlord's sign specifications. Tenant is required to keep said sign lighted from at least dusk until midnight every evening of each day during the term of this Lease. If Tenant does not keep said sign lighted or in good repair as required herein, Landlord may do either of the following after giving Tenant fifteen (15) days notice to repair said sign or keep said sign lighted as required:

- a. make any repairs necessary to make said sign operable and presentable, and may charge any reasonable expenses incurred by Landlord to Tenant as Additional Rent; or
- b. assess a penalty of twenty-five dollars (\$25.00) per day for each day said sign is not lighted as required.

Upon vacating the Premises, Tenant shall remove all signs and repair all damage caused by such removal.

**EXHIBIT H - EXCLUSIVE CLAUSES
GRANTED TO OTHER TENANTS**

AVENUE SHOPPES LLC

Tenant	Type	Clause
Mariner's Finance	Consumer Finance	Landlord agrees that it shall not lease any space in the property to another consumer finance business during the initial and extended term of this Lease.
Dollar Tree	Retail Store	<p>As a material inducement for Tenant to enter into this Lease, Landlord hereby agrees as follows:</p> <ul style="list-style-type: none"> a) Tenant shall have an exclusive for a single price point variety retail store ("Exclusive" or "Exclusive Use"). A single price point variety retail store is hereby defined as a store that offers all of its merchandise for sale at a single price point. b) In addition, Landlord will not permit any other occupant in the Shopping Center to operate the following without Tenant's consent and such consent shall be in Tenant's sole and absolute discretion: <ul style="list-style-type: none"> (1) a close-out store; (2) a retail store whose "principal business" (hereinafter defined) is: <ul style="list-style-type: none"> a. selling variety retail merchandise at a single price point; b. selling gifts, cards, and other party supplies (individually or collectively); or c. selling artificial flowers and picture frames (individually or collectively); (3) variety retail operations with the word "Dollar" in their trade name. <p>For the purpose of this Section, "principal business" shall be defined as selling such merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half (1/2) of the adjacent aisle space).</p> <p>Notwithstanding the foregoing, this Exclusive shall not apply to (1) any tenant or occupant selling single price point apparel as its principal business, or (2) any current occupant or tenant of the Shopping Center who is operating under their current use clause as of the date of this Lease; provided, however, in the event Landlord's consent is required for a change in permitted use, Landlord shall not consent to a change of any tenant's use which would violate Tenant's Exclusive Use.</p>
Jimmy Johns	Restaurant	Landlord will not lease space in the Property to any other party that sells: "sub" style sandwiches, submarine or hoagie type sandwiches (a long sandwich featuring layers of meat and cheese on a roll) as their primary business. This exclusivity shall not be construed to include current tenants.
D'Angelo C. Smith/ Elegant Gentleman	Hair salon and related services	Landlord will not lease space to any other party wishing to operate a barbershop.
Pawn America	Pawn store	A pawn store including pawn loans, the retails sales of new and secondhand goods, goods obtained through close-outs, clearances and liquidations, industrial loan and thrift company, check cashing and related financial services, money transmission transactions, pre-paid debit card sales

RIDERS TO LEASE

This Rider is attached to, and made a part of the Lease attached hereto (the “Lease”) and dated _____. To the extent of any conflict between the terms of the Lease and those of this Rider, the terms of this Rider shall control.

Rider 1. This Lease is contingent upon Tenant (CAYA, LLC) securing the applicable grant funding on or before November 15, 2025. If Tenant not secure the grant by that date, this Lease shall be null and void with no further obligation by either party.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CAYA CLINIC

AND

OUTREACH LGBTQ CENTER

This Memorandum of Understanding ("**MOU**") is entered into as of January 1, 2026 ("**Effective Date**"), by and between:

CAYA CLINIC, a healthcare organization ("**CAYA Clinic**"), and
OUTREACH LGBTQ CENTER, a community-based LGBTQ+ advocacy and service organization ("**OutReach**").

CAYA Clinic and OutReach may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. **PURPOSE**

This MOU establishes a collaborative partnership between CAYA Clinic and OutReach to provide comprehensive HIV/STI education, testing referral, and linkage to care services at the Rene Livingston-Detienne Drop-in Center ("**the Center**"). The Parties recognize the critical importance of accessible, affirming, and culturally competent sexual health services for all individuals, and the particular expertise that LGBTQ+-focused organizations bring to serving diverse communities.

2. **TERM**

This MOU shall commence on the Effective Date and shall remain in effect for one (1) year, concluding on December 31, 2026, unless terminated earlier in accordance with Section 8 of this MOU. This MOU may be renewed upon mutual written agreement of both Parties.

3. **COMPENSATION**

CAYA Clinic agrees to compensate OutReach in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**) per year for the services outlined in Section 4 of this MOU.

3.1 **Payment Schedule:** Compensation shall be paid in quarterly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each, due within thirty (30) days of the beginning of each quarter.

3.2 **First Payment:** The first quarterly payment shall be due within thirty (30) days of the Effective Date.

3.3 **Invoice Submission:** OutReach shall submit invoices to CAYA Clinic's Director of Operations quarterly for services rendered.

4. **SCOPE OF SERVICES**

In consideration of the compensation provided, OutReach agrees to provide the following services:

4.1 **Staffing and Service Delivery**

OutReach shall designate and maintain a qualified staff member ("**OutReach Staff Member**") to provide HIV/STI-related services at the Center according to the following parameters:

a) **Staffing Requirements:** The OutReach Staff Member shall be a qualified professional with experience in HIV/STI education, LGBTQ+ health, and harm

reduction principles. OutReach shall ensure the staff member receives ongoing training in cultural competency, trauma-informed care, and current HIV/STI prevention and treatment protocols.

- b) **Service Hours:** The OutReach Staff Member shall provide services at the Center on a schedule to be mutually agreed upon by both Parties, with a minimum presence of four (4) hours per week during the Center's operating hours.
- c) **Flexibility:** Service hours may be adjusted based on Center participant needs and demand, subject to mutual agreement between the Parties.
- d) **Supervision and Support:** OutReach shall maintain direct supervision and administrative support for the OutReach Staff Member, including scheduling, performance evaluation, and professional development.

4.2 HIV/STI Education Services

The OutReach Staff Member shall provide comprehensive HIV/STI education services, including:

- a) **Individual Education:** One-on-one education sessions with Center participants covering:
 - HIV transmission, prevention, and treatment options
 - STI prevention, symptoms, and treatment
 - Pre-Exposure Prophylaxis (PrEP) and Post-Exposure Prophylaxis (PEP) information
 - Safer sex practices and harm reduction strategies
 - HIV/STI stigma reduction and support
- b) **Group Education:** Facilitation of group education sessions, workshops, or presentations on HIV/STI-related topics, scheduled in coordination with Center staff and based on participant interest.
- c) **Educational Materials:** Distribution and display of current, evidence-based educational materials, including brochures, posters, and multimedia resources. OutReach shall ensure all materials are culturally appropriate, accessible, and available in multiple languages when possible.
- d) **Harm Reduction Integration:** All education services shall be delivered using harm reduction principles, meeting people where they are without judgment, and respecting individual autonomy in health decision-making.

4.3 Referral to HIV/STI Testing

The OutReach Staff Member shall facilitate access to HIV/STI testing through the following services:

- a) **Testing Counseling:** Pre-test counseling to discuss testing options, risk assessment, and address questions or concerns about the testing process.
- b) **Referral Coordination:** Referrals to appropriate HIV/STI testing services, which may include:
 - On-site testing events coordinated with partner organizations
 - Referrals to other community-based testing sites
 - Referrals to clinical testing facilities
- c) **Barrier Reduction:** Assistance in overcoming barriers to testing, including transportation support information, insurance navigation, and connection to free or low-cost testing options.
- d) **Follow-Up Support:** Follow-up contact with individuals who received testing referrals to confirm attendance, provide additional support, and facilitate connection to results and care as appropriate.

- e) **Confidentiality:** All testing referral services shall be provided with strict adherence to confidentiality and privacy standards, ensuring participant information is protected in accordance with applicable laws and regulations.

4.4 Linkage to Care Services

The OutReach Staff Member shall provide comprehensive linkage to care services for individuals who test positive for HIV or STIs, including:

- **Post-Test Support:** Emotional support and counseling following positive test results, including information about treatment options and prognosis.
- **Care Navigation:** Assistance in navigating the healthcare system, including:
 - Identification of appropriate HIV/STI care providers and clinics
 - Scheduling initial medical appointments
 - Insurance enrollment support and connection to Ryan White or other funding programs
 - Connection to medication assistance programs
- **Warm Handoffs:** Direct connection to care providers through warm handoffs, including accompanying individuals to initial appointments when appropriate and with consent.
- **Ongoing Support:** Continued follow-up to ensure successful engagement with medical care, addressing barriers to care retention, and providing ongoing support and resources.
- **Holistic Services:** Connection to additional support services such as mental health counseling, substance use treatment, housing assistance, and peer support groups.
- **Partner Services:** Information and voluntary referral to partner notification services in accordance with public health guidelines and participant preferences.

4.5 Documentation and Reporting

- **Service Documentation:** OutReach shall maintain confidential records of services provided, including number of education sessions, referrals made, and linkage to care outcomes, in compliance with all applicable privacy laws.
- **Quarterly Reports:** OutReach shall provide quarterly reports to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations summarizing:
 - Number of individuals served
 - Types of services provided
 - Number of testing referrals and successful testing completions
 - Linkage to care outcomes
 - Barriers encountered and recommendations for improvement
 - Success stories and impact narratives (de-identified)
- **Data Privacy:** All reports shall contain only aggregate, de-identified data that protects participant confidentiality and complies with HIPAA and other applicable privacy regulations.

5. MUTUAL RESPONSIBILITIES

- 5.1 **Communication:** Both Parties agree to maintain regular, open, and respectful communication regarding the implementation of this MOU.
- 5.2 **Coordination:** Both Parties agree to coordinate schedules and activities in good faith to facilitate the effective delivery of services outlined in this MOU, including participation in regular coordination meetings.
- 5.3 **Facility Access:** CAYA Clinic agrees to provide the OutReach Staff Member with appropriate workspace, access to the Center during agreed-upon service hours, and

reasonable resources needed to deliver services (such as private meeting space and storage for materials).

- 5.4 **Non-Discrimination:** Both Parties agree to adhere to all applicable non-discrimination laws and to provide services without discrimination based on race, ethnicity, gender, gender identity, sexual orientation, age, disability, HIV status, drug use, or any other protected characteristic.
- 5.5 **Cultural Competency:** Both Parties affirm their commitment to providing culturally competent, affirming, and trauma-informed services that respect the dignity, identity, and lived experiences of all individuals served.
- 5.6 **Harm Reduction Alignment:** Both Parties agree that all services provided under this MOU shall align with harm reduction principles, including accepting people where they are, prioritizing immediate safety and well-being, and respecting individual autonomy.

6. INDEPENDENCE OF PARTIES

This MOU does not create an employment relationship, partnership, joint venture, or agency relationship between the Parties. OutReach shall operate as an independent organization, and the OutReach Staff Member and any other OutReach employees, volunteers, or representatives shall not be considered employees or agents of CAYA Clinic.

7. CONFIDENTIALITY AND DATA SHARING

Both Parties agree to maintain strict confidentiality of all participant information and to comply with all applicable privacy laws and regulations, including HIPAA. Any data or information shared between the Parties shall be:

- De-identified or aggregated whenever possible
- Shared only with proper authorization and consent when individual information is necessary
- Used only for purposes consistent with this MOU and applicable law
- Protected with appropriate security measures

8. TERMINATION

8.1 **Termination for Convenience:** Either Party may terminate this MOU for any reason by providing sixty (60) days written notice to the other Party.

8.2 **Termination for Cause:** Either Party may terminate this MOU immediately upon written notice if the other Party:

- a) Materially breaches any provision of this MOU and fails to cure such breach within thirty (30) days of receiving written notice; or
- b) Engages in illegal activity related to the performance of this MOU.

8.3 **Payment Upon Termination:** In the event of termination, CAYA Clinic shall compensate Outreach on a pro-rata basis for services rendered up to the date of termination.

9. MODIFICATION

This MOU may only be modified or amended by written agreement signed by authorized representatives of both Parties.

10. DISPUTE RESOLUTION

In the event of any dispute arising from this MOU, the Parties agree to first attempt to resolve the matter through good faith negotiation. If negotiation is unsuccessful, the Parties agree to engage in mediation before pursuing any legal remedies.

11. INSURANCE AND LIABILITY

Each Party shall maintain appropriate insurance coverage for its operations and staff, including general liability and professional liability insurance. Each Party shall be responsible for its own actions and the actions of its employees, volunteers, and agents.

12. NOTICES

All notices required or permitted under this MOU shall be in writing and delivered to:

For CAYA Clinic:

Lara Skye Boughman
Clinical Director
CAYA Clinic
4785 Hayes Rd, STE 201, Madison, WI 53704
Skye.boughman@cayaclinic.com
608-844-8473 ext 702

For OutReach:

Steve Starkey
Executive Director
OutReach LGBTQ+ Community Center
2701 International Lane, STE 103, Madison, WI 53704
steves@lgbtoutreach.org
608-255-8582

13. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

14. SEVERABILITY

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of Wisconsin, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

CAYA CLINIC

By: 
Name: Lara Skye Boughman
Title: Clinical Director

Date: 10/13/2025

OUTREACH LGBTQ CENTER

By: 
Name: Steve Starkey
Title: Executive Director

Date: 10/14/2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

DRUG USERS UNION (DUO)

AND

CAYA CLINIC

This Memorandum of Understanding ("**MOU**") is entered into as of January 1, 2026 ("**Effective Date**"), by and between:

DRUG USERS UNION (DUO), a drug users advocacy organization ("**DUO**"), and **CAYA CLINIC**, a healthcare organization ("**CAYA Clinic**").

DUO and CAYA Clinic may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. **PURPOSE**

This MOU establishes a collaborative partnership between DUO and CAYA Clinic to enhance harm reduction services at the Rene Livingston-Detienne Drop in Center ("**the Center**"). The Parties recognize the critical importance of peer-led harm reduction services and the expertise that people who use drugs bring to the design, implementation, and oversight of services intended to serve them.

2. **TERM**

This MOU shall commence on the Effective Date and shall remain in effect for one (1) year, concluding on December 31, 2026, unless terminated earlier in accordance with Section 8 of this MOU. This MOU may be renewed upon mutual written agreement of both Parties.

3. **COMPENSATION**

CAYA Clinic agrees to compensate DUO's fiscal sponsor, Points of Distribution in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**) per year for the services outlined in Section 4 of this MOU.

3.1 **Payment Schedule:** Compensation shall be paid in quarterly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each, due within thirty (30) days of the beginning of each quarter.

3.2 **First Payment:** The first quarterly payment shall be due within thirty (30) days of the Effective Date.

3.3 **Invoice Submission:** DUO shall submit invoices to CAYA Clinic's Director of Operations quarterly for services rendered.

4. **SCOPE OF SERVICES**

In consideration of the compensation provided, DUO agrees to provide the following services:

4.1 **Harm Reduction Works Meetings**

DUO shall facilitate Harm Reduction Works Meetings at the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Frequency:** Meetings shall be held on a regular schedule to be mutually agreed upon by both Parties, with a minimum of one (1) meeting per month.
- b) **Purpose:** Meetings shall provide a structured forum for people who use drugs to:
 - Share experiences and concerns regarding services at the Center

- Provide feedback on programs and policies
 - Contribute to harm reduction education and peer support
 - Build community among Center participants
- c) **Facilitation:** DUO shall assign qualified peer facilitators to lead these meetings in accordance with harm reduction principles and trauma-informed practices.
- d) **Documentation:** DUO shall provide written summaries of key themes, concerns, and recommendations from each meeting to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations within two (2) weeks following each meeting.

4.2 Hiring Committee Participation

DUO shall select and designate one (1) representative member to participate in hiring committees for all positions at the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Selection Process:** DUO shall select its representative through its internal democratic processes and shall notify CAYA Clinic of the designated representative within two (2) weeks of the Effective Date and whenever a replacement is necessary.
- b) **Participation Rights:** The DUO representative shall have full voting rights equal to other hiring committee members in the selection of candidates for all positions at the Center.
- c) **Notification:** CAYA Clinic agrees to provide the DUO representative with timely notice of all hiring committee meetings, with a minimum of one (1) week advance notice whenever possible.
- d) **Materials Access:** CAYA Clinic shall provide the DUO representative with access to all materials provided to other committee members, including position descriptions, candidate applications, and evaluation criteria.
- e) **Confidentiality:** The DUO representative agrees to maintain confidentiality regarding all candidate information and hiring deliberations in accordance with applicable laws and CAYA Clinic policies.
- f) **Compensation:** Any compensation for the DUO representative's time spent on hiring committee activities is included in the annual compensation specified in Section 3 and shall be administered by DUO.

4.3 Quarterly Walk-Through and Assessment

DUO shall conduct a comprehensive quarterly walk-through assessment of the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Frequency:** Walk-throughs shall be conducted once per quarter, scheduled at mutually agreed upon times.
- b) **Assessment Team:** DUO shall designate qualified representatives, including people with lived experience of drug use, to conduct the walk-through.
- c) **Assessment Focus:** The walk-through shall evaluate:
- Physical environment and accessibility
 - Staff interactions and adherence to harm reduction principles
 - Availability and quality of harm reduction supplies and services
 - Privacy and dignity in service delivery
 - Barriers to service access
 - Overall alignment with harm reduction best practices
- d) **Written Feedback:** DUO shall provide comprehensive written feedback within three (3) weeks following each quarterly walk-through to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations.
- e) **Response and Follow-Up:** CAYA Clinic agrees to provide a written response to DUO's feedback within three (3) weeks of receipt, addressing concerns raised and outlining any planned actions.

- f) **Access:** CAYA Clinic agrees to provide DUO representatives conducting the walk-through with reasonable access to all areas of the Center and opportunities to observe service delivery, subject to participant consent and privacy requirements.

5. **MUTUAL RESPONSIBILITIES**

- 5.1 **Communication:** Both Parties agree to maintain regular, open, and respectful communication regarding the implementation of this MOU.
- 5.2 **Coordination:** Both Parties agree to coordinate schedules and activities in good faith to facilitate the effective delivery of services outlined in this MOU.
- 5.3 **Harm Reduction Principles:** Both Parties affirm their commitment to harm reduction principles, including:
- Accepting people who use drugs for who they are without judgment
 - Recognizing drug use as a complex health and social issue
 - Ensuring services are accessible and non-coercive
 - Empowering people who use drugs to make their own decisions
 - Respecting the dignity and rights of all individuals
- 5.4 **Non-Discrimination:** Both Parties agree to adhere to all applicable non-discrimination laws and to provide services without discrimination based on race, ethnicity, gender, gender identity, sexual orientation, age, disability, drug use status, or any other protected characteristic.

6. **INDEPENDENCE OF PARTIES**

This MOU does not create an employment relationship, partnership, joint venture, or agency relationship between the Parties. DUO shall operate as an independent organization, and no employee, volunteer, or representative of DUO shall be considered an employee or agent of CAYA Clinic.

7. **INTELLECTUAL PROPERTY AND DATA**

7.1 **Pre-Existing Intellectual Property**

Each Party retains ownership of its pre-existing intellectual property, materials, and methodologies.

7.2 **Data Sharing**

Any data or information shared between the Parties shall be handled in accordance with applicable privacy laws, including HIPAA where applicable. Neither Party shall share confidential or identifying information about individuals without proper consent.

7.3 **Work Product**

Any reports, assessments, or materials created by DUO in the course of providing services under this MOU may be used by both Parties for purposes consistent with their respective missions.

8. **TERMINATION**

- 8.1 **Termination for Convenience:** Either Party may terminate this MOU for any reason by providing sixty (60) days' written notice to the other Party.
- 8.2 **Termination for Cause:** Either Party may terminate this MOU immediately upon written notice if the other Party:
- a) Materially breaches any provision of this MOU and fails to cure such breach within thirty (30) days of receiving written notice; or
 - b) Engages in illegal activity related to the performance of this MOU.

8.3 **Payment Upon Termination:** In the event of termination, CAYA Clinic shall compensate DUO on a pro-rata basis for services rendered up to the date of termination.

9. **MODIFICATION**

This MOU may only be modified or amended by written agreement signed by authorized representatives of both Parties.

10. **DISPUTE RESOLUTION**

In the event of any dispute arising from this MOU, the Parties agree to first attempt to resolve the matter through good faith negotiation. If negotiation is unsuccessful, the Parties agree to engage in mediation before pursuing any legal remedies.

11. **NOTICES**

All notices required or permitted under this MOU shall be in writing and delivered to:

For DUO:

Jess Morrow
Secretary
Drug Users Organizing (DUO)
2604 Arbor Drive
Morrow.jess@outlook.com
608-287-9732

For CAYA Clinic:

Skye Boughman
Clinical Director
CAYA Clinic
4785 Hayes Rd, STE 201, Madison, WI 53704
skye.boughman@cayaclinic.com
608-844-8473 ext 702

12. **ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

13. **SEVERABILITY**

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of [State], without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

DRUG USERS' ORGANIZING (DUO)

By: 

Date: 10/15/2025

Name: Jess Morrow
Title: Secretary

CAYA CLINIC

By: 

Date: 10/16/2025

Name: Lara Skye Boughman, MS, CSAC, LPC
Title: Clinical Director

Oct 13, 2025

To whom it may concern:

My name is Mat Hazelberg. I am President and Co-founder of **PULSE**, a Wisconsin nonprofit advocating for harm reduction, safe supply access, and drug policy reform. We empower people who use drugs and their communities through education, support, and advocacy to reduce harm, challenge stigma, and promote a more just society.

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

Key benefits of this proposal include:

Public Health Impact: The center will reduce disease transmission, prevent overdose deaths, and provide pathways to treatment, recovery, and health services.

Cost-Effectiveness: Harm reduction services have been shown to reduce healthcare costs by preventing emergency room visits, hospitalizations, and the spread of infectious diseases.

Community Safety: By providing a designated, supervised space and proper disposal of used supplies, the center will contribute to overall neighborhood safety and cleanliness.

Holistic Support: Beyond immediate harm reduction services, the center will connect individuals to housing assistance, substance use services, mental health services, medical care, and other essential resources.

Evidence-Based Practice: This approach aligns with recommendations from the Centers for Disease Control and Prevention, the American Medical Association, and other leading health organizations.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to read "Mat Hazelberg".

Mat Hazelberg

Co-founder and President, PULSE

Mat@people4pulse.org

(414) 587-8664

E-Signature Certificate

Document ID: 68eea4f32a2a7a8cc16e1a92

Status: ● Completed

Document: Letter of Support Harm Reduction Drop in Center (1)

Signer: Mat Hazelberg (mat@people4pulse.org)

Number of Pages: 2

Completion Date: October 14, 2025, 19:31 UTC

Signer	Timestamps	Signature
<p>Mat mat@people4pulse.org Using IP: 2603:6000:9bf0:a0e0:98c0:4057:39d8:79da IP Location: United States, Milwaukee</p> <p>Authentication Method: Email</p>	<ul style="list-style-type: none">● Viewed October 14, 2025, 19:31 UTC● Signed October 14, 2025, 19:31 UTC	

October 2, 2025

To Whom It May Concern:

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

Key benefits of this proposal include:

Public Health Impact: The center will reduce disease transmission, prevent overdose deaths, and provide pathways to treatment and recovery for those who are ready.

Cost-Effectiveness: Harm reduction services have been shown to reduce healthcare costs by preventing emergency room visits, hospitalizations, and the spread of infectious diseases.

Community Safety: By providing a designated, supervised space and proper disposal of used supplies, the center will contribute to overall neighborhood safety and cleanliness.

Holistic Support: Beyond immediate harm reduction services, the center will connect individuals to housing assistance, mental health services, medical care, and other essential resources.

Evidence-Based Practice: This approach aligns with recommendations from the Centers for Disease Control and Prevention, the American Medical Association, and other leading health organizations.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to be "Alan C. [unclear]".

[Signature on file] Alan C. Robinson Executive Director Satori House Recovery Inc. 608-287-8698 |
Alan@SatoriSafe.org



COUNTY OF DANE
Department of Emergency Management

MELISSA AGARD, County Executive CHARLES A. TUBBS, SR., Director

Emergency Planning Division
(608) 266-4330

Emergency Medical Services Division
(608) 266-4387

Hazardous Materials Planning Division
(608) 266-9051

10/15/2025

Public Health Madison & Dane County

RE: Harm Reduction Drop-In Center- Letter of Support

To Whom it May Concern:

On behalf of Dane County Emergency Management, EMS Division, we are pleased to extend our support to establish a harm reduction drop-in center. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, a drop-in center will fill a vital gap in our community's continuum of care.

Our support for this initiative is rooted in the daily encounters of our local EMS providers with individuals who use substances and have complex needs where connection to resources is essential. Dane County EMS can demonstrate this support by coordinating with the awarded agency to provide training and education about this resource to first responders, as well as provide this information in leave-behind kits, vending machines, and other harm reduction supplies.

Sincerely,

Carrie Meier

Assistant Director
Dane County Emergency Management

Email: meier.carrie@danecounty.gov

Phone: 608-266-5374

10/17/2025

Dear Public Health Madison & Dane County,

It is an honor and a privilege to be writing this letter in support of CAYA Clinic to establish and serve as the agent of the Dane County's Harm Reduction and Prevention Drop-in Center.

When Skye Boughman, Founder and Executive Director of CAYA Clinic, approached me about naming the community hub after my late wife, Rene Livingston-De Tienne, who passed away on January 8, 2025, my jaw dropped and tears filled my eyes. It left me speechless and put into perspective the legacy she left this world.

Through her own lived experience, Rene knew the painful struggle for the lack of resources for those who use drugs. Thus, during the last 8 years of her life she felt it was her life's purpose to serve behind the scenes not only as a leader and advocate in the harm reduction community through mentorship, peer support, and by serving on countless committees but also as a trusted friend to many. I knew she made a big impact on people, but it wasn't until after her death when the third person approached me saying, "Rene saved my life" did I start to fathom how deep of an impact Rene made.

Rene served as a change agent and fearless leader who refused to accept the status quo, challenged systemic stigma, advocated for basic needs, and tirelessly researched new and innovative ways to serve those in her community who use drugs through a practice that has been statistically proven to work, harm reduction. She knew personally how desperately many drug users needed access to resources and how resources were limited. It seriously pained her to see basic needs go unmet. She believed it was imperative to treat those who use drugs with fundamental needs such as compassion, love, support and resources. She understood, this access was a right, not a privilege.

After attending public hearings to speak in favor of the creation of the Opioid Settlement Subcommittee, Rene was ecstatic to be recommended and to serve on the subcommittee. To her, as with all of her work in the community, it was an honor and privilege to serve and uplift the voices so often forgotten. She was not one to take credit for the work "she" accomplished because she knew it was always a group effort. Rather, she was proud to celebrate collaborative wins and learning opportunities between all parties. However, I am here to tell you that alongside the subcommittee she did spend significant time lending her passion and writing skills for the submission of recommendations for the Drop-in Center to the HHN's subcommittee.

I cannot think of a higher honor than having the Drop-in Center named after the legacy of our beloved Rene Livingston-De Tienne. Having CAYA serve as the agent to the Rene

Livingston-De Tienne Drop-in Center would be an expansion of the ongoing work they are currently doing in the community. Their vision of the hub stands for everything Rene believed in; stigma reduction, overdose prevention, basic needs, dignity, compassion, access to health and mental health support, and a space where belonging and community thrive. This would be the ultimate tribute to all she has done and I look forward to the day I can explain to our now 2-year-old the love and gifts her momma gave and left to our world. Below, you will find a poem written by Rene that I find fitting for this moment.

With all of my gratitude,

Danee Livingston-De Tienne

Gardening for Prevention Specialists

How do we climb down to the roots
of a tree we've been perched in for thousands years?

Heaven knows that humans have always searched

For ways to numb our pains and fears

But when we look down from our view above

we see hundreds and thousands of fallen,

and the urgency rises up stronger than ever;

this is not just a job, it's a calling.

But where do we start, and how can we stop it?

It starts like a seedling within us,

to uncover our biases, challenge the stigma,

and learn from those with lived experience.

When we change how we view both drugs and drug users

and the families and friends who support them,

we start to comprehend the trauma at its core,

and begin learning how to find healing.

It can start so simply, fertile soil and warm days,

we cultivate dignity and forgiveness;
we seek the new loam of each other's cultures,
spread respect, equity, and awareness.
Like new gardeners we study the evidence and data
in that knowledge lies all of our tools,
it's far more, we know, than a war on the drugs
or the D.A.R.E. that they taught us in schools.
Johann Hari once said that the opposite of
addiction is based in connection –
so we form coalitions and peer support groups
and stop punishing drugs with detention.
We consider what makes each person succeed
and build up their protective factors.
We offer kids hope, and distraction, and fun,
and a chance to break free from the captors
of poverty, racism, healthcare inequities,

we acknowledge generational trauma;
we provide education, have real conversation,
and offer a different way forward.
We've embarked on a journey to get the source,
to the roots under all the distraction,
And together we'll prune, and water, and feed,
to grow healthier, safer foundations.
All of us know it won't be easy work
it may anger or lead us to tears

But like anything worth it, we'll do it together
with counselors, with congress, with peers.
The uncountable branches may shadow us now.
But with care and compassion our guides,
no heart aching or dirt-crusted hands
will deter us from saving more lives.
So take heart, dear warriors, no efforts in vain
the future awaits us with sunshine and fresh rain
to a green-leaf dappled sky once more we'll climb
hand linked as together, we rise.

© 2023 R.B. Simon

October 2, 2025

To Whom It May Concern:

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

Key benefits of this proposal include:

Public Health Impact: The center will reduce disease transmission, prevent overdose deaths, and provide pathways to treatment and recovery for those who are ready.

Cost-Effectiveness: Harm reduction services have been shown to reduce healthcare costs by preventing emergency room visits, hospitalizations, and the spread of infectious diseases.

Community Safety: By providing a designated, supervised space and proper disposal of used supplies, the center will contribute to overall neighborhood safety and cleanliness.

Holistic Support: Beyond immediate harm reduction services, the center will connect individuals to housing assistance, mental health services, medical care, and other essential resources.

Evidence-Based Practice: This approach aligns with recommendations from the Centers for Disease Control and Prevention, the American Medical Association, and other leading health organizations.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to be "Alan C. S.", written in a cursive style.

[Signature on file] Alan C. Robinson Executive Director Satori House Recovery Inc. 608-287-8698 |
Alan@SatoriSafe.org

Black Business Hub
2352 S Park St Suite 302
Madison, WI 53713



www.safecommunities.org
Email: info@safecommunities.org
Phone# (608) 441-3060
Fax# (608) 441-3055

Saving Lives Together

October 10, 2025

To whom it may concern:

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

Key benefits of this proposal include:

Public Health Impact: The center will reduce disease transmission, prevent overdose deaths, and provide pathways to treatment, recovery, and health services.

Cost-Effectiveness: Harm reduction services have been shown to reduce healthcare costs by preventing emergency room visits, hospitalizations, and the spread of infectious diseases.

Community Safety: By providing a designated, supervised space and proper disposal of used supplies, the center will contribute to overall neighborhood safety and cleanliness.

Holistic Support: Beyond immediate harm reduction services, the center will connect individuals to housing assistance, substance use services, mental health services, medical care, and other essential resources.

Evidence-Based Practice: This approach aligns with recommendations from the Centers for Disease Control and Prevention, the American Medical Association, and other leading health organizations.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much-needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of

success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tanya Kraege', written in a cursive style.

Tanya Kraege LCSW, CSAC, WI CPS

Director of Peer Services



Dane County Department of Human Services Behavioral Health Division

Director – John Schlueter
Division Administrator – Todd Campbell

1202 Northport Drive, Madison, Wisconsin 53704
(608) 242-6200 FAX (608) 242-6531

October 9, 2025

RE: Letter of Support

To Whom It May Concern:

It is with great pleasure that I write to you in support of CAYA Clinic's proposal submission. In my current role as the Dane County Comprehensive Community Services (CCS) Administrator I have worked closely with CAYA Clinic since March 2024, when CAYA Clinic joined the CCS provider network. I oversee the CAYA Clinic CCS contract and ensure compliance with CCS standards delineated by Wisconsin Administrative Code and Medicaid policy. In both of these areas, CAYA Clinic has been a sound and reliable partner. CAYA Clinic currently works with over 130 individuals ages 13 and older in the CCS program and is contracted to provide the following CCS services: screening & assessment, service planning, service facilitation, diagnostic evaluations, peer support, individual skill development, psychoeducation, wellness management, recovery support services, psychotherapy, and substance use treatment.

CAYA Clinic is a State-certified DHS 75.50 clinic that provides outpatient integrated behavioral health treatment services in the Dane County community. The workforce at CAYA Clinic is comprised of individuals with full clinical licensure (LCSW, LPC), individuals with substance use credentials (CSAC, SAC), as well as individuals with lived experience of mental health and/or substance use challenges. The broad range of education and experience of CAYA Clinic staff contribute to their ability to meet consumers where they are and support each person's individual recovery journey. I have confidence in the leadership at CAYA Clinic and their ability to provide quality behavioral health and harm reduction services in Dane County.

Based on my experience working with CAYA Clinic as a CCS partner, CAYA Clinic's commitment to serving marginalized populations with dignity, and their leadership in the Dane County community around principles of harm reduction, I fully support their efforts to expand the scope of their services. I believe that as an organization CAYA Clinic has the infrastructure and drive to fully embrace new opportunities.

Sincerely,

A handwritten signature in black ink that reads "Julie Meister MSW".

Julie Meister, MSW, LCSW
CCS Administrator

MEMORANDUM OF UNDERSTANDING

Between CAYA Clinic and African American Opioid Coalition

Effective Date: January 1, 2026

Expiration Date: December 31, 2026

I. PARTIES

This Memorandum of Understanding ("MOU") is entered into by and between:

CAYA Clinic ("CAYA")

4785 Hayes Rd, STE 201, Madison, WI 53704

AND

African American Opioid Coalition ("AAOC")

Black Business Hub

2352 S Park St

Suite 302

Madison, WI 53713

II. PURPOSE

The purpose of this MOU is to establish a collaborative partnership whereby CAYA Clinic will provide funding to AAOC to support harm reduction services at the Rene Livingston-Detienne Drop-In Center through the employment of a full-time Harm Reduction Peer Support Specialist.

III. SCOPE OF AGREEMENT

A. CAYA Clinic Responsibilities

1. **Funding:** CAYA agrees to provide AAOC with seventy-five thousand dollars (\$75,000.00) for the period of January 1, 2026 through December 31, 2026.
2. **Payment Schedule:** Funds shall be disbursed according to the following schedule:
 - Initial payment of \$18,750 upon execution of this MOU
 - Quarterly payments of \$18,750 on April 1, July 1, and October 1, 2026
3. **Program Support:** CAYA may provide technical assistance and consultation as mutually agreed upon by both parties.

B. AAOC Responsibilities

1. **Staffing:** AAOC agrees to employ one (1) full-time Harm Reduction Peer Support Specialist to staff the Rene Livingston-Detienne Drop-In Center for the duration of this agreement.
 2. **Service Delivery:** The Harm Reduction Peer Support Specialist shall provide the following services:
 - Peer support and counseling to individuals affected by opioid use
 - Harm reduction education and resource distribution
 - Referrals to treatment and support services
 - Crisis intervention and de-escalation
 - Community outreach and engagement
 - Maintenance of a welcoming and safe drop-in center environment
 3. **Reporting:** AAOC agrees to provide CAYA with:
 - Quarterly progress reports documenting services provided, number of individuals served, and program outcomes
 - A final comprehensive report due January 31, 2027
 - Financial documentation showing appropriate use of funds upon request
 4. **Fund Usage:** AAOC agrees to use the funding solely for the salary, benefits, and direct support costs associated with the Harm Reduction Peer Support Specialist position.
-

IV. TERM

This MOU shall be effective from January 1, 2026 and shall remain in effect through December 31, 2026, unless terminated earlier in accordance with Section VI of this agreement.

V. MUTUAL RESPONSIBILITIES

Both parties agree to:

1. Maintain open communication regarding program implementation and challenges
 2. Meet quarterly to review progress and address any concerns
 3. Respect confidentiality of client information in accordance with applicable laws and regulations
 4. Acknowledge each other's contributions in public communications about the program, as appropriate
 5. Work collaboratively to advance harm reduction and support services for individuals affected by opioid use
-

VI. TERMINATION

Either party may terminate this MOU with sixty (60) days written notice to the other party. In the event of early termination, AAOC agrees to return any unused funds to CAYA on a prorated basis.

VII. AMENDMENTS

This MOU may be amended only by written agreement signed by authorized representatives of both parties.

VIII. NO LEGAL PARTNERSHIP

This MOU does not create a legal partnership, joint venture, or employment relationship between the parties. Each party remains an independent entity responsible for its own actions and liabilities.

IX. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from its own negligent acts or omissions in connection with this MOU.

X. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

XI. SIGNATURES

CAYA CLINIC

By: 

Name: Lara Skye Boughman, MS, CSAC, LPC

Title: Clinical Director

Date: 10/13/2025

AFRICAN AMERICAN OPIOID COALITION

By: _____

Name: _____

Title: _____

Date: _____

Due to a hospitalization Ms. Charlie Daniel was unable to sign in time for the grant submission, verbal agreement reached on 10/13/2025. Plan to continue forward with partnership.

MEMORANDUM OF UNDERSTANDING

Between CAYA Clinic and ROGERS MEMORIAL HOSPITAL, d/b/a Rogers Behavioral Health

WORTH IT Program Partnership

Effective Date: January 1, 2026

Parties:

- **CAYA Clinic** ("CAYA"), located at 4785 Hayes Rd, STE 201, Madison, WI 53704
 - **Rogers Memorial Hospital, Inc., d/b/a Rogers Behavioral Health** ("Rogers"), a nationally recognized not-for-profit behavioral health provider
-

I. PURPOSE

This Memorandum of Understanding (MOU) establishes a collaborative partnership between CAYA Clinic and Rogers Behavioral Health to provide streamlined access to medication-assisted treatment (MAT) for opioid use disorder (OUD) through Rogers' Wisconsin Opioid Recovery Telehealth Immediate Treatment (WORTH IT) program for participants of CAYA's Harm Reduction Drop-In Center.

II. BACKGROUND

Rogers WORTH IT Program: Rogers' WORTH IT program is funded by SAMHSA and the Wisconsin Department of Health Services through the State Opioid Response grant. The program provides same-day or next-business-day access to buprenorphine treatment via telehealth for individuals with opioid use disorder throughout Wisconsin.

CAYA Harm Reduction Drop-In Center: CAYA Clinic operates a harm reduction drop-in center serving individuals affected by substance use, providing low-barrier services, support, and connections to treatment resources.

III. GOALS AND OBJECTIVES

The parties agree to work collaboratively to:

1. Reduce barriers to evidence-based medication-assisted treatment for opioid use disorder
2. Provide timely access to buprenorphine initiation for eligible participants
3. Support harm reduction principles and meet individuals where they are in their recovery journey
4. Coordinate wraparound services to support sustained recovery
5. Reduce opioid-related overdoses and deaths in the community

IV. ROLES AND RESPONSIBILITIES

A. CAYA Clinic Responsibilities

1. **Identification and Referral:**
 - Identify Harm Reduction Drop-In Center participants who may benefit from buprenorphine treatment
 - Provide initial information about the WORTH IT program to interested participants
 - Facilitate warm hand-offs and referrals to Rogers WORTH IT program
 - Assist participants with contacting Rogers at 844-582-7827 or worthit@rogersbh.org
2. **Support Services:**
 - Provide on-site space and technology support for participants to complete telehealth appointments when possible
 - Continue harm reduction services and support during and after WORTH IT program enrollment
 - Coordinate with Rogers staff regarding participant needs and progress (with appropriate releases of information)
 - Provide ongoing case management and social support services as available
3. **Documentation:**
 - Maintain records of referrals made to Rogers WORTH IT program
 - Document participant consent for information sharing
 - Track outcomes and program utilization for quality improvement purposes

B. Rogers Behavioral Health Responsibilities

1. **Access and Intake:**
 - Provide same-day or next-business-day access to buprenorphine evaluation and initiation
 - Conduct telehealth assessments with referred participants
 - Minimize administrative and financial barriers to treatment access
 - Accept referrals via phone (844-582-7827) or email (worthit@rogersbh.org)
2. **Clinical Services:**

- Provide medication-assisted treatment using buprenorphine for opioid use disorder, if appropriate
 - Deliver evidence-based telehealth services to eligible participants
 - Offer ongoing medication management and monitoring
3. **Wraparound Services:**
- Offer optional therapy and counseling services
 - Provide case management support, as applicable
 - Deliver harm reduction education and resources
 - Facilitate OB/GYN referrals for pregnant and postpartum patients as needed
 - Coordinate recovery support services, as applicable
4. **Communication and Coordination:**
- Communicate with CAYA staff regarding participant enrollment, progress, and needs (with appropriate consent)
 - Participate in periodic coordination meetings with CAYA staff
 - Provide feedback on referral processes and outcomes
 - Notify CAYA of any barriers to care or service gaps identified

V. ELIGIBILITY CRITERIA

Participants referred from CAYA's Harm Reduction Drop-In Center to the WORTH IT program must:

- Be Wisconsin residents
- Meet clinical criteria for opioid use disorder
- Be willing to participate in telehealth services
- Have access to necessary technology (computer/smartphone with camera and internet connection) or ability to access technology at CAYA or another location

VI. CONFIDENTIALITY AND HIPAA COMPLIANCE

1. Both parties agree to comply with all applicable federal and state laws regarding patient confidentiality, including HIPAA and 42 CFR Part 2
2. Patient information will only be shared between parties with appropriate written authorization from the participant
3. All staff involved in this partnership will receive training on confidentiality requirements
4. Both parties will maintain secure systems for storing and transmitting protected health information

VII. COMMUNICATION AND COORDINATION

1. **Designated Contacts:**
 - CAYA will designate a primary contact person for WORTH IT referrals
 - Rogers will designate a liaison for CAYA referrals and coordination

2. **Regular Meetings:**
 - Parties will meet quarterly (or as needed) to review partnership effectiveness, address challenges, and identify opportunities for improvement
3. **Referral Process:**
 - CAYA will follow Rogers' established referral procedures
 - Rogers will acknowledge receipt of referrals and provide feedback on participant engagement

VIII. DATA SHARING AND EVALUATION

With appropriate participant consent, the parties may share de-identified aggregate data for purposes of:

- Program evaluation and quality improvement
- Grant reporting requirements
- Identifying service gaps and unmet needs
- Demonstrating partnership impact and outcomes

IX. FINANCIAL ARRANGEMENTS

1. This MOU does not constitute a financial agreement between the parties
2. Rogers WORTH IT program is funded through the State Opioid Response grant
3. Participants may be eligible for treatment at no cost or reduced cost based on Rogers' financial assistance policies
4. CAYA will not charge participants for referral services under this partnership

X. TERM AND TERMINATION

1. **Effective Date:** This MOU becomes effective on the date signed by both parties
2. **Duration:** This MOU will remain in effect for one (1) year from the effective date and may be renewed by mutual written agreement
3. **Termination:** Either party may terminate this MOU with sixty (60) days written notice to the other party
4. **Effect of Termination:** Both parties will work cooperatively to ensure continuity of care for participants currently receiving services

XI. AMENDMENTS

This MOU may be amended at any time by mutual written agreement of both parties. Any amendments must be signed by authorized representatives of both organizations.

XII. NON-DISCRIMINATION

Both parties agree to provide services without discrimination based on race, color, national origin, disability, age, sex, gender identity, sexual orientation, religion, or any other protected class under applicable law.

XIII. LIABILITY AND INDEMNIFICATION

Each party shall be responsible for its own actions and the actions of its employees and agents. Nothing in this MOU is intended to create a joint venture, partnership, or employer-employee relationship between the parties.

XIV. DISPUTE RESOLUTION

In the event of any dispute arising under this MOU, the parties agree to first attempt resolution through good faith negotiations between designated representatives of each organization.

XV. ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties regarding this partnership and supersedes any prior understandings or agreements, whether written or oral.

SIGNATURES

CAYA Clinic

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Rogers Memorial Hospital, Inc.

Signature: *Cindy Meyer* Date: 10/10/2025
Cindy Meyer (Oct 10, 2025 13:33:01 CDT)

Printed Name: Cindy Meyer

Title: President & CEO

APPENDICES

Appendix A: WORTH IT Program Contact Information

- Phone: 844-582-7827
- Email: worthit@rogersbh.org
- General Rogers Contact: 833-308-5887

Appendix B: CAYA Clinic Contact Information

- Primary Contact: Skye Boughman
- Phone: 608-844-8473 ext 702
- Email: skye.boughman@cayaclinic.com
- Address: 4785 Hayes Rd, STE 201, Madison, WI 53704

Appendix C: Referral Process Flow Chart (to be developed collaboratively)

Appendix D: Sample Release of Information Form (to be developed collaboratively)



October 16, 2025

To whom it may concern,

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-informed approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers aim to offer a variety of evidence-based services at the same location, allowing individuals who use substances to connect to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

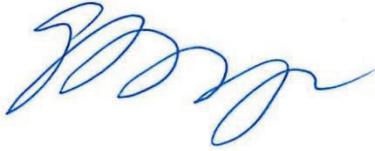
As the medical director of the Compass Program, a low barrier walk-in clinic focused on offering medical services for people who use substances, we would be honored to partner with CAYA clinic to both receive referrals and to refer patients to the harm reduction drop in center. We already have a number of shared patients/clients and continue to hear wonderful things about the services offered at CAYA.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,



Elizabeth Salisbury-Afshar, MD, MPH
Medical Director, Compass Program
UW Health

Professor (CHS)
University of Wisconsin Madison School of Medicine and Public Health

SHOPPING CENTER LEASE

Between Avenue Shoppes LLC (Landlord)

and

CAYA, LLC (Tenant)

Dated: _____, 2025

(i) SHOPPING CENTER LEASE
LANDLORD: Avenue Shoppes L.L.C.
TENANT: CAYA, LLC
DATE: _____, 2025

SECTION 0 – SUMMARY OF LEASE PROVISIONS

<u>ITEM</u>	<u>LEASE PROVISION</u>
0.01 Lease Execution Date	The date on which this Lease has been signed by both Landlord and Tenant
0.02 Landlord's Name	Avenue Shoppes LLC. or its Assigns
0.03 Landlord's Address	6514 Odana Road, Suite 6, Madison, WI 53719
0.04 Tenant's Name	CAYA, LLC
0.05 Shopping Center Address	1753-1791 Thierer Road and 4030-4038 East Towne Boulevard, Madison, Wisconsin 53704
0.06 Premises and Store Number	1767 Thierer Road, Madison, WI 53704
0.07 Shopping Center Usable Sq. Ft.	63,840 Usable Square Feet
Shopping Center Rentable Sq. Ft.	65,905 Rentable Square Feet
0.08 Premises Usable Sq. Ft.	N.A.
0.09 Premises Rentable Sq. Ft.	2,356
0.10 Lease Commencement Date	1 January 2026
0.11 Rent Commencement Date	1 January 2026
0.12 Termination Date	31 December 2028
0.13 Initial Monthly Base Rent	\$3,585.04
0.14 Additional Monthly Rent	\$1,323.29
0.15 Tenant's Initial Proportionate Share	3.58%
0.16 Administrative Fee	yes
0.17 Rent Escalation	3.5% per annum
0.18 Percentage Rent	None
0.19 Late Opening Charge	None
0.20 Security Deposit	\$3,585.04
0.21 To be Paid as Follows	Upon Execution of Lease Agreement
0.22 Permitted Use	Therapy clinic
0.23 Tenant's Trade Name	CAYA, LLC
0.24 Tenant to Provide Evidence of	Certificate of Business Liability Insurance
0.25 Landlord to Provide Evidence of	N.A.
0.26 Address for Tenant Notices	4785 Hayes Road, Suite 200; Madison, WI 53704
0.27 Broker	Yes
0.28 Broker's Commission	
0.29 Riders	#1 Contingency
0.30 Build-Out Allowance for Landlord's Work	N.A.
0.31 Exclusive Rights of Tenant	N.A.

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SECTION 1 - PREMISES, USE, TERM

1.01. Date and Parties.

This lease (hereafter "Lease") is made as of the Lease Execution Date, by and between the party named in paragraph 0.02 (hereafter "Landlord") or its assigns and the party named in paragraph 0.04 (hereafter "Tenant"). Landlord's principal offices are located at the address set forth in paragraph 0.03. Tenant's principal offices are located at the address set forth in paragraph 0.04.

1.02. Premises.

Landlord leases to Tenant the approximate number of usable square feet of retail space set forth in paragraph 0.08 (the "Premises") within the shopping center identified in paragraph 0.05 and depicted on Exhibit B (the "Shopping Center") as shown outlined and labeled on the attached floor plans (Exhibit A). The Premises will contain the improvements to be installed by Landlord that are described in paragraph 1.05 and Exhibits D and E.

Landlord warrants that the Premises shall contain the approximate number of usable square feet described in paragraph 0.08, as measured in square feet from the exterior face of the Shopping Center's exterior walls and internal common areas, and from the centerline of demising walls between tenants. The tenant's usable area shall not include any Common Area or shared common area facilities. Tenant acknowledges that square footage is approximate and the Tenant is leasing the suite, not the exact square footage.

Tenant and its agents, employees, and invitees have the non-exclusive right with Landlord and others designated by Landlord to the use of the common areas (the "Common Areas") in the Shopping Center and of the land (hereafter "Land") on which the Shopping Center is located (Exhibit C) for the Common Areas' intended and normal purpose. Common Areas include malls, sidewalks, parking areas, driveways, hallways, public restrooms, common entrances, lobby, and other similar public areas and access ways. Landlord may change the Common Areas and expand or reduce the areas thereof if the changes do not materially and unreasonably interfere with Tenant's access to the Premises or use of them. Tenant's use shall be subject to such rules and regulations as Landlord may from time to time adopt. Landlord shall have full control, management and direction of the Common Areas; shall have the right to utilize portions of the Common Areas for special sales, rides, outdoor shows, displays, and Landlord shall determine the location of kiosks, or such other uses which, in Landlord's sole discretion, tend to benefit the tenants of the Shopping Center; and shall have the right to reasonably add to or subtract from their shape and size and to alter their location.

1.03. Use. Beginning no later than the Rent Commencement Date, Tenant shall use the Premises (and not less than the entire Premises) for the use specified in paragraph 0.22 under the name specified in paragraph 0.23 unless Landlord gives its advance written consent to another use. If Tenant fails to open the Premises for business by the Rent Commencement Date, Landlord shall be entitled, in addition to Monthly Base Rent and Additional Rent, to payment from Tenant of the amount set forth in paragraph 0.19 for each day from the Rent Commencement Date through the date the Premises are opened for business. Landlord warrants that applicable laws, ordinances, regulations, and restrictive covenants permit the Premises to be used for general retail use. Tenant shall not create a nuisance or use the Premises for any immoral, environmentally toxic or illegal purposes. Tenant, acknowledging that the Shopping Center is being developed and maintained by Landlord as a retail shopping center offering a variety of goods and services of the highest quality, and as a further inducement to Landlord to enter into this Lease, covenants and agrees:

- (a) Standard of Business. To conduct its business in a manner consistent with the purpose and character of the Shopping Center and in accordance with the highest standards for operating the type of business set forth in paragraph 0.22;
- (b) Maximize Gross Sales. To conduct its business in a way to maximize the amount of Gross Sales;

- (c) Complete Inventory. To maintain and provide on the Premises a full and complete inventory of the kind and quality of merchandise appropriate for each season;
- (d) Full Staff. To employ and maintain on the Premises a full staff of clerks, salespersons and others sufficient for the service and convenience of Tenant's customers;
- (e) Advertising. To do such advertising and to display such merchandise in an attractive manner that is consistent with the design and character of the Shopping Center;
- (f) Appearance. To keep the Premises clean and attractive in appearance at all times and to keep any refuse in proper containers in the interior of the Premises and out of sight until same is removed;
- (g) Credit Cards. To subscribe to and accept for purchase at least two (2) of the credit card companies known as VISA, Carte Blanche, MasterCard, American Express or such other credit card that may be approved by Landlord;
- (h) Vending Machines. To place no merchandise, vending or game machines, sign or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks, balconies or other Common Areas adjacent thereto or elsewhere on the exterior of the Premises;
- (i) Fire Sales. To permit no auction, fire, bankruptcy, litigation, damaged goods or similar sales in the Premises;
- (j) Insurance. To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefore;
- (k) Sounds. To permit no reproduction of sound which is audible outside the Premises nor permit odors to be unreasonably dispelled from the Premises;
- (l) Parking. To park Tenant's vehicles and to require all employees to park vehicles only in such places as may be designated from time to time by Landlord for the use of Tenant and its employees;
- (m) Loading. To neither load, unload nor permit the loading or unloading of merchandise, equipment or other property from any doors of the Premises that open onto the Common Areas in front of the Premises;
- (n) Heating and Cooling. To adequately heat and cool the Premises;
- (o) Solicitation. To solicit no business in the Common Areas, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles in the Common Areas;
- (p) Compliance with Laws. To comply with all applicable ordinances, rules, regulations, orders and requirements of all federal, state and municipal governments which relate to the Premises or the business Tenant conducts on or from the Premises and with any direction, pursuant to law, of any public officer which shall impose upon Tenant any duty with respect to the Premises or the use and occupation thereof; and
- (q) Compliance with Rules. To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Premises, the Common Areas, and other facilities and buildings that comprise the Shopping Center.

1.04. Term.

- (a) Term. The Lease begins on the date specified in paragraph 0.10 (the Commencement Date”). The Lease ends at 11:59 p.m. on the date specified in paragraph 0.12 (hereafter “Termination Date”), unless ended earlier under this Lease. Within thirty (30) days after the Commencement Date Tenant and Landlord shall confirm in writing the Lease’s Commencement Date and Termination Date. The term of this Lease is referred to herein as the “Term.”
- (b) Delayed Possession. Tenant may cancel this Lease if Landlord cannot deliver actual possession of the Premises by sixty (60) days after the Commencement Date. To cancel, Tenant must give notice to Landlord within ten (10) days after the Commencement Date and before Landlord gives notice to Tenant that the Premises are ready for occupancy. Within thirty (30) days after cancellation Landlord shall return to Tenant prepaid consideration including Rent and deposits.

1.05. Improvements.

Landlord shall provide the improvements stated in Landlord’s Work in Exhibit E. In all other respects, the Premises are being leased in “as is” condition. The Tenant is responsible for installing Tenant’s telephone service, fixtures and furniture and any improvements that Tenant desires. Before the Commencement Date, Landlord and Tenant shall inspect the Premises, have all systems demonstrated, and prepare a punchlist within fifteen (15) days of occupancy. The punchlist shall list incomplete, minor, or insubstantial details of construction, necessary mechanical adjustments, and needed finishing touches. Landlord will complete the punchlist items within fifteen (15) days after the Commencement Date. Landlord will correct any latent defects in Landlord’s Work as they become known, if Tenant notifies Landlord of the defect within thirty (30) days after Tenant first learns of the defect.

1.06. Rent Commencement Date.

The Tenant shall begin paying rent on the Rent Commencement Date. The Rent Commencement Date shall be the sooner of the date specified in paragraph 0.11 or opening of the Tenant’s business within the Premises for operations and conducting business.

1.07. Exclusive Uses.

- (a) Exclusives Granted to Other Tenants. Tenant is hereby notified that Landlord has granted certain other tenants of the Shopping Center the exclusive right to sell and market certain goods and services. Tenant hereby agrees that:
 - (i) it shall not sell or market from the Premises any goods or services in a manner that would violate or cause Landlord to violate any of the Exclusive Clauses; and
 - (ii) Tenant shall indemnify, protect and hold Lender harmless from and against any and all damages, costs and attorneys’ fees arising out of any claim, suit or action alleging that Tenant’s activities upon the Premises violate any of the Exclusive Clauses.

Tenant’s indemnification in this section is stipulated on the understanding that Tenant’s Permitted Use under this Lease does not and will not violate any other use exclusives granted by Landlord to other tenants of the Shopping Center.

SECTION 2 RENT AND SECURITY

2.01. Definition.

As used herein, "Rent" shall mean all Monthly Base Rent and Additional Rent, as such terms are defined below.

2.02. Monthly Base Rent.

Tenant shall pay to Landlord Rent per month initially equal to the amount set forth in paragraph 0.13 (the "Monthly Base Rent"). The Monthly Base Rent shall be paid:

- (a) in cash in legal tender of the United States of America in the form of automatic monthly electronic funds transfer, or corporate check, without advance notice, demand, offset, or deduction;
- (b) prior to the first day of each month during the Term; and
- (c) to Landlord at the address set forth in paragraph 0.03 or as Landlord may specify from time to time in writing to Tenant.

If the Term does not begin on the first day or end on the last day of a month, the Monthly Base Rent for that partial month shall be prorated by multiplying the Monthly Base Rent by a fraction, the numerator of which is the number of days of the partial month including in the Term and the denominator of which is the total number of days in the full calendar month. If the Term does not begin on the first day of a month, one full month's rental payment shall nevertheless be paid prior to the Commencement Date and the prorata reduction would apply in the second month.

2.03. Annual Escalator in Monthly Base Rent.

On the first day of the month in which the anniversary of the Commencement Date falls and again upon the first day of the same calendar month of each subsequent year thereafter, including holdover and option periods, the Monthly Base Rent shall increase by the percentage specified in paragraph 0.17, compounded annually.

2.04. Additional Rent

- (a) Payment of Additional Rent. Tenant shall pay Landlord, beginning on the Commencement Date and continuing on the first day of each calendar month, an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share of the amount budgeted by Landlord for Real Estate Taxes and Operating Expenses. Landlord shall, prior to April 1 of each calendar year, provide Tenant with a budget for the Real Estate Taxes and Operating Expenses for the ensuing calendar year. Such payments shall not bear interest, may be commingled by Landlord with other funds, and shall be used to pay when due the Real Estate Taxes and Operating Expenses and to create and maintain the reserves therefore as hereinafter provided. If the payments by Tenant are insufficient to pay when due the Real Estate Taxes and Operating Expenses or are insufficient to fund the reserves as hereinafter provided for, Tenant shall pay any deficiency on demand. If the payments by Tenant are in excess of the amounts needed, the amount of such excess shall be credited to the subsequent payments for Real Estate Taxes and Operating Expenses required hereunder. All payments due from Tenant to Landlord as Tenant's Proportionate Share of Real Estate Taxes and Operating Expenses and all other amounts payable by Tenant to Landlord other than Monthly Base Rent, are referred to herein as "Additional Rent."
- (b) Tenant's Proportionate Share. As used herein, Tenant's Proportionate Share of all Real Estate Taxes and Operating Expenses shall be the total amount of such Real Estate Taxes and Operating Expenses paid or incurred during each calendar year or part thereof, multiplied by a fraction, the numerator of which shall be the number of rentable square feet of the Premises set forth in paragraph 0.09 and the

denominator of which shall be the number of rentable square feet of the entire Shopping Center (which is, as of the date of this Lease, the number set forth in paragraph 0.07).

- (c) Real Estate Taxes. As used herein, the term "Real Estate Taxes" shall include all taxes, charges, and assessments, general and special, of every nature and kind whatsoever, levied, assessed, imposed due or payable against the land, Shopping Center and all other improvements within the Shopping Center and all water and sewage charges levied, assessed, imposed, due or payable during the Term of the Lease, whether such tax, charge or assessment shall be for city, county, state, federal or any political subdivision thereof, or any other purpose whatsoever, together with any costs and fees incurred by Landlord in contesting or negotiating the same. Should any governmental agency or political subdivision impose any taxes, charges or assessments, whether or not now customary or within the contemplation of the parties hereto, either by way of substitution for taxes or assessments presently levied and assessed against the land, Shopping Center, parking spaces or cars parked upon the Land, or any other improvements within the Shopping Center or upon the Land, such taxes and assessments shall be deemed to constitute a tax or assessment for the purposes of this section. Copies of tax bills submitted by Landlord to Tenant shall be conclusive of the amount levied or assessed as Real Estate Taxes.
- (d) Operating Expenses. As used herein, the term "Operating Expenses" shall include all costs and expenses of every kind and nature paid or incurred by Landlord in operating and maintaining the Shopping Center, the Common Areas and the Land and shall further include the maintenance of the repairs and replacements required of Landlord under this Lease. Such costs and expenses may include, without limitation, those of: all utility service provided to the Shopping Center's tenants that is not separately metered; cleaning, lighting, heating, air conditioning, maintaining, repairing and replacing all areas and structures within common areas of the Shopping Center; maintaining, resurfacing, repairing, cleaning, lighting, snow and ice removal, line painting and landscaping of all vehicle parking areas and other outdoor Common Areas; the hiring of engineers, surveyors, architects and other experts in connection with the improvement or maintenance of the Shopping Center; providing security and other special services; providing public liability, property damage, fire and extended coverage and such other insurance as is to be provided by Landlord pursuant to paragraph 5.01; total compensation and benefits (including premiums for workers compensation and other insurance) paid to or on behalf of employees employed to operate or maintain the Shopping Center; personal property taxes; supplies; fire protection and fire hydrant charges; water and sewer charges; utility charges; licenses and permit fees; legal and accounting fees; supplying music to the Common Areas; reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing any such equipment; leasing of parking, or land, together with a charge of fifteen percent (15%) of the foregoing costs in paragraphs 2.04(c) and (d) to cover costs of administration of the Shopping Center.

Notwithstanding the foregoing, Operating Expenses shall not include the following:

- (i) depreciation and amortization;
- (ii) expenses incurred by Landlord to prepare, renovate, repaint, redecorate or perform any other work in any space leased to an existing tenant or prospective tenant of the Shopping Center;
- (iii) expenses incurred by Landlord for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation;
- (iv) expenses incurred by Landlord to lease space to new tenants or to retain existing tenants, including, without limitation, leasing commissions, advertising and promotional expenditures;

- (v) expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Shopping Center;
- (vi) interest, principal, points and fees, amortization or other costs associated with any debt and rent payable under any lease to which this Lease is subject and all costs and expenses associated with any such debt or lease and any ground lease rent, irrespective of whether this Lease is subject or subordinate thereto;
- (vii) expenses incurred for the repair, maintenance or operation of any pay parking garage, including, but not limited to salaries and benefits of any attendants, electricity, insurance and taxes;
- (viii) cost of alterations, capital improvements, equipment replacement and other items which under generally accepted accounting principles (hereinafter referred to as "GAAP") are properly classified as capital expenditures;
- (ix) expenses for the replacement of any item covered under warranty;
- (x) cost to correct any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Shopping Center Operating Expenses;
- (xi) cost of repairs necessitated by Landlord's negligence or willful misconduct;
- (xii) cost of correcting any latent defects or original design defects in the Shopping Center's construction, materials or equipment;
- (xiii) expenses for any item or service which Tenant pays directly to a third party or separately reimburses Landlord and expenses incurred by Landlord to the extent the same are reimbursable or reimbursed from any other tenants, occupants of the Shopping Center or third parties;
- (xiv) expenses for any item or service not provided to Tenant, but provided to certain other tenants in the Shopping Center;
- (xv) a Shopping Center administration fee for the Shopping Center in excess of fifteen percent (15%) of other Operating Expenses (exclusive of capital expenditures, tenant reimbursements and ancillary income from other tenants [e.g., income from antennae, or satellite dishes, paid parking, security deposits and interest thereon, etc., and exclusive of such Center management fee]) for the relevant calendar year;
- (xvi) salaries of employees above the grade of Shopping Center superintendent or Shopping Center manager or similar titles;
- (xvii) the portion of employee expenses which reflects that portion of such employee's time which is not spent directly and solely in the operation of the Shopping Center; Landlord's general corporate overhead and administrative expenses except if it is incurred solely for the benefit of the Shopping Center;
- (xviii) business interruption insurance and rental value insurance;
- (xix) reserves;

- (xx) fees paid to affiliates of Landlord to the extent that such fees exceed the customary amount charges for the services provided;
 - (xxi) any additional operating expenses incurred by Landlord relative to any declaration of covenants or restrictions to which the Shopping Center may be subject;
 - (xxii) costs of sculptures, paintings, and other objects of art;
 - (xxiii) costs associated with the removal of substances considered to be detrimental to the environment or the health of occupants of the Shopping Center; and
 - (xxiv) other items not customarily included as operating expenses for operations that are similar to the Shopping Center.
- (e) Utilities. Tenant shall pay, when due, all charges and costs of services for sewer, water, gas, electricity and any other utilities used in connection with the Premises if separately metered. Tenant shall heat and air condition the Premises at its expense, if separately metered, and shall always keep a sufficient amount of heat in the Premises to prevent any harm or damage thereto.
 - (f) Personal Property Tax. Before delinquency Tenant shall pay taxes assessed during the Term against trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Shopping Center, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.
 - (g) A food service tenant shall directly contract for monthly pest control and quarterly HVAC filter changes and degreasing, and roof degreasing at Tenant's own cost, and shall provide Landlord a copy of said contracts prior to occupancy.

2.05. Percentage Rent.

NONE. (Intentionally deleted)

2.06. Late Payment.

If Tenant fails to pay part or all of the Monthly Base Rent or Additional Rent within five (5) days of the due date, the Tenant shall also pay:

- (a) A late charge equal to six percent (6%) of the unpaid amount due, plus
- (b) Interest at fifteen percent (15%) per annum or the maximum then allowed by applicable law, whichever is less, on the remaining unpaid balance, retroactive to the date originally due until paid.

2.07. Security Deposit.

- (a) Amount. Tenant shall pay to Landlord a security deposit (the "Security Deposit") in the amount equal to one (1) month's Monthly Base Rent payable upon Tenant's execution of this Lease to secure Tenant's performance of Tenant's Lease obligations. If Tenant defaults, Landlord may, after giving ten (10) days advance notice to Tenant, without prejudice to Landlord's other remedies, apply part or all of the Security Deposit to cure Tenant's default. If Landlord so uses

part of all of the Security Deposit, then Tenant shall, within ten (10) days after written demand, pay Landlord the amount used to restore the Security Deposit to its original amount.

- (b) Interest. Landlord may mix the Security Deposit with its own funds or may maintain the funds in a segregated account that may earn interest. The Security Deposit shall not bear interest to Tenant in any case.
- (c) Return. Any part of the Security Deposit not used by Landlord as permitted by this paragraph shall be returned to Tenant. For any unreturned portion, Landlord shall provide a written list of items deducted and an explanation as to why.
- (d) Transfer. If Landlord sells the Shopping Center then Landlord shall be relieved of any liability for the Security Deposit if the requirements of paragraph 5.03(a) are met so long as Landlord transfers the Security Deposit to the new owner, which Landlord shall be explicitly obligated to do so.

SECTION 3 AFFIRMATIVE OBLIGATIONS

3.01. Compliance with Laws.

- (a) Landlord's Compliance. Landlord warrants that on the Commencement Date the Premises will comply with all applicable laws, ordinances, rules, and regulations of governmental authorities (hereafter "Applicable Laws"). During the Term, Landlord shall comply with all Applicable Laws regarding the Premises and Building except to the extent Tenant must comply under paragraph 3.01(b).
- (b) Tenant's Compliance. Tenant shall comply with all Applicable Laws
 - (i) regarding the physical condition of the Premises, but only to the extent the Applicable Laws pertain to the particular manner in which Tenant uses the Premises; or
 - (ii) that do not relate to the physical condition of the Premises but relate to the lawful use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, and illegal business operations, such as gambling.

3.02. Services and Utilities.

- (a) Services. Landlord shall provide as part of Operating Expenses:
 - (i) heating, ventilation, and air conditioning (hereafter "HVAC") for the Premises during business hours to maintain temperatures for comfortable use and occupancy (Exhibit D);
 - (ii) hot and cold water sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes to be drawn from fixtures in the Shopping Center;
 - (iii) electricity to the Premises during business hours that provides electric current in reasonable amounts necessary for normal store use, lighting, and HVAC;
 - (iv) replacement of lighting tubes, lamp ballasts, and bulbs (except for Tenant's personal lamping);

- (v) extermination and pest control when necessary (except for a food service tenant);
- (vi) maintenance of Common Areas in a manner comparable to other comparable shopping centers in the Madison area. The maintenance shall include cleaning, HVAC, illumination, snow shoveling, de-icing, repairs, replacements, lawn care, and landscaping;
- (vii) non-alarm security system that automatically locks and unlocks the Shopping Center's main entry at preset hours; and
- (viii) surface parking for Tenant's non-exclusive use. Specific parking spaces shall not be assigned unless Tenant pays Additional Rent of fifty dollars (\$50.00) per month per reserved space. The fifty dollars (\$50.00) per month charge is subject to increase no more than once per year and not to exceed five percent (5%) annually.

Landlord may cause any of the utility services listed above to be separately metered. In such case such services shall be paid for directly by Tenant rather than included in Operating Expenses.

- (b) **Business Hours.** Provided that other Shopping Center retail tenants are similarly required, Tenant shall keep its store in the Premises open for business during the regular and customary hours that such businesses are open for business, but at least from 10:00 a.m. to 9:00 p.m. on Monday through Friday, 10:00 a.m. to 5:30 p.m. on Saturday and Sunday, but excluding the following holidays or the days on which the holidays are designated for observance: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.
- (c) **After Hour Access.** Tenant, its employees, agents, and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. During nonbusiness hours Landlord may restrict access by requiring persons to show a badge or identification card issued by Landlord or by other security control mechanism. Landlord may temporarily close the Shopping Center if required because of a life-threatening or Shopping Center-threatening situation. Landlord shall use its best efforts to close the Shopping Center during nonbusiness hours only.
- (d) **Extra Services.** Whenever Landlord knows that any tenant (including Tenant) is using extra services because of either nonbusiness hours use or high electricity consumption installations as compared to other tenants, Landlord will directly charge that tenant for the extra use and exclude those charges from Operating Expenses. Extra services include, but are not limited to:
 - (i) Nonbusiness Hours Use of HVAC and electricity by Tenant.
 - (ii) **Excess Utility Use.** Tenant shall not place or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, personal computers, adding machines, reproduction machines, and other machinery and equipment normally used in retail establishments, unless Tenant receives Landlord's advance written consent. Landlord shall not unreasonably withhold or delay its consent but Landlord may require payment for the extra use of electricity caused by operating this equipment or machinery. Landlord may require that special, high electricity consumption installations of Tenant such as computer or reproduction facilities (except personal computers or normal office photocopy machines) be separately sub-metered for electrical consumption at Tenant's cost.
 - (iii) **Additional Items.** Additional items requested by Tenant and not included in the services described in paragraph 3.02(a).
 - (iv) **Payment.** Tenant's charges for the utilities provided under paragraphs 3.02(d)(i), (ii) and (iii) above shall be considered Additional Rent and shall be equal to one hundred and ten

percent (110%) of Landlord's actual cost of labor and utilities if the cost exceeds five hundred dollars (\$500.00); otherwise, if the cost is less than \$500, the percentage shall be one hundred and fifteen percent (115%).

- (e) Interruption of Services. Landlord does not warrant that any services Landlord supplies will not be interrupted. Services may be interrupted because of accidents, adverse weather, repairs, alterations, improvements, or any reason beyond the reasonable control of Landlord. Any interruption shall not:
 - (i) be considered an eviction or disturbance of Tenant's use and possession of the Premises;
 - (ii) make Landlord liable to Tenant for damages;
 - (iii) abate Rent; or
 - (iv) relieve Tenant from performing Tenant's Lease obligations.
- (f) Change of Utility Provider.
 - (i) Landlord has advised Tenant that presently Madison Gas & Electric Company is the utility company selected by Landlord to provide electricity service for the Shopping Center. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right at any time and from time to time during the Term to either contract for services from a different company or companies providing electricity service (or other services including, but not limited to, telephone, gas, water, sewer) (each such company shall hereafter be referred to as an "Alternative Service Provider") or continue to contract for service from Madison Gas & Electric Company.
 - (ii) Tenant shall cooperate with Landlord, Madison Gas & Electric Company, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Madison Gas & Electric Company, and any Alternate Service Provider reasonable access to the Premises and the Shopping Center's and the Tenant's electric lines, feeders, risers, wiring, and any other machinery within the Premises.
- (g) Telecommunications Services. Tenant may, in Tenant's sole judgment but subject to Landlord's approvals described below, select any telecommunications service carrier to provide voice and data communications service. Tenant shall be responsible for payment of all services provided by the carrier selected. Landlord shall not charge a premium, percentage of revenues, access charge, or rent to either Tenant or the service carrier for the use of any existing telephone closet or equipment room to provide such service to Tenant and Tenant's carrier shall have full access to all interior Building facilities (other than those located entirely within premises leased to another tenant) provided to any other telecommunications service company. The right granted to Tenant under paragraph 3.02(g) is subject to the following conditions:
 - (i) any agreement that the telecommunications carrier may require Landlord to execute shall be acceptable in all respects to Landlord and its legal counsel;
 - (ii) all plans and specifications for the installation within the Building or Premises of any equipment and for any wiring, cables, risers and similar installations (the "Wiring") including any trenching, excavating, or construction work within the Building or Premises, shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall promptly restore any portion of the Building or grounds that is disturbed by such installation to its preexisting condition, and Landlord may, at its discretion, require that Tenant post a bond or provide other acceptable security to secure such restoration by Tenant;

- (iii) if the plans and specifications for the installation of the Wiring require access to any space leased to other tenants of the Building, Tenant shall, prior to commencement of such installation, obtain written permission from all such other tenants to have access to such other space;
- (iv) Landlord retains the right to charge Additional Rent for a T-1 or other high-speed communications line into the Building if said T-1 or other high-speed communication line is paid for by Landlord; and
- (v) upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost, remove all of the Wiring from the Premises, Building and grounds that is disturbed by such installation to its preexisting condition. If, however, prior to the expiration or earlier termination of this Lease, Landlord notified Tenant that Landlord elects to retain the Wiring, then Tenant agrees that Tenant shall surrender all of the Wiring to Landlord, free and clear of all liens and encumbrances, in good condition, working order, properly labeled at each end and in each telecommunications/electrical closet and junction box, and in safe condition.

3.03. Repairs and Maintenance.

- (a) Tenant's Care of Premises. Tenant shall, at its expense, perform all maintenance repairs and or replacements to the Premises required during the term of this Lease to keep all systems in proper working order and shall, without limitation, by reason of specification, keep and maintain the store front, windows and doors, heating, air conditioning and ventilation systems and equipment, plumbing, electrical and other facilities and equipment installed by either Landlord or Tenant in good working condition and repair. Tenant shall notify Landlord in writing of any condition with respect to which Landlord is required to make repairs. If Tenant refuses or neglects to repair or care for the Premises as required hereunder and to reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof and, upon completion thereof, Tenant shall pay as Additional Rent, Landlord's costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of invoice therefore. When used in this paragraph, the term "repairs" shall include replacements and renewals when necessary and such "repairs" shall be equal in quality and class of original work. Tenant shall:
 - (i) provide service contracts on all heating and air conditioning units directly serving the Premises, changing filters, checking belts, and oiling units a minimum of four (4) times per year, including cleaning of grease traps, and Tenant shall provide Landlord with evidence of said service contracts;
 - (ii) keep the Premises clean and in good order, including replacement of light bulbs, window washing, and periodic painting as necessary. If Tenant is a food service business, keeping the Premises clean shall include not only the interior, but also the exterior store front entrance and adjacent sidewalk and parking lot area. This area is to be cleaned, at a minimum, on a daily basis. Tenant may utilize trash and recycle containers provided by Landlord for such purpose. If utilized by Tenant and its customers for a food service business, Tenant is obligated to empty containers daily;
 - (iii) make repairs and replacements to the Premises or Shopping Center needed because of Tenant's misuse or negligence;

- (iv) repair and replace special equipment or decorative treatments above the standard building finish package described in Exhibit E (“Shopping Center Standard”) installed by or at Tenant’s request and that serve the Premises only, except to the extent the repairs or replacements are needed because of Landlord’s misuse or primary negligence, and are not covered by Tenant’s insurance or the insurance Tenant is required to carry under Section 5, whichever is greater;
 - (v) Tenant shall not walk upon the roof nor shall Tenant penetrate the roof or exterior walls of the Shopping Center nor shall Tenant place any equipment (HVAC, antennas, satellite dishes or other) on the roof or Shopping Center exterior, without Landlord’s written approval, and if Tenant does so, Tenant shall pay Landlord all costs of removal and/or repair upon invoicing by Landlord including paying Landlord for a service contract for the roof for the life of the Lease; and
 - (vi) not commit waste.
- (b) Landlord’s Repairs. Except for repairs and replacements that Tenant must make under paragraph 3.03(a), Landlord shall pay for and make all other repairs and replacements to the Premises, Common Areas and Shopping Center (including Shopping Center fixtures and equipment).

Landlord shall make the repairs and replacements to maintain the Shopping Center in a condition comparable to other shopping centers in the City of Madison, except that Tenant shall make all repairs and replacements of those areas under Tenant’s exclusive control and use. Landlord’s maintenance shall include the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems, such as mechanical, electrical, HVAC, and plumbing, roof covering, concrete slab, unexposed electric and plumbing, except as set forth in paragraph 3.03(a)(i). Tenant is responsible for routine maintenance and repair of HVAC. Landlord is responsible for replacement of HVAC units if needed.

- (c) Time for Repairs. Repairs or replacements required under paragraphs 3.03(a) or (b) shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after Landlord’s receiving notice or having actual knowledge of the need for a repair or replacement.
- (d) Surrendering the Premises. Upon the Termination Date or the date the last extension Term, if any, ends, whichever is later, Tenant shall surrender the Premises to Landlord in the same broom clean condition that the Premises were in the Commencement Date except for:
 - (i) ordinary wear and tear;
 - (ii) damage by the elements, fire, and other casualty unless Tenant would be required to repair under paragraph 3.03(a);
 - (iii) condemnation;
 - (iv) damage arising from any cause not required to be repaired or replaced by Tenant; and
 - (v) alterations as permitted by this Lease unless consent was conditioned on their removal.

On surrender Tenant shall have the carpet professionally shampooed and shall remove from the Premises its personal property, trade fixtures, and any alterations required to be removed under paragraph 4.01 and repair any damage to the Premises caused by the removal. Any items not removed by Tenant as required above shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the cost of their disposal, minus any revenues received by Landlord for their disposal.

SECTION 4 NEGATIVE OBLIGATIONS

4.01. Alterations.

- (a) Definitions. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements, but excludes minor decorations and the Improvements Landlord is to make under paragraph 1.05 and Exhibits D and E.
- (b) Consent. Tenant shall not make Alterations without the Landlord's advance written consent. Landlord's consent shall not be unreasonably withheld or unduly delayed for nonstructural interior Alterations to the Premises that do not adversely affect the Shopping Center's appearance, value, and structural strength. Notwithstanding the foregoing, Tenant shall be permitted to make interior non-structural alterations costing less than ten thousand dollars (\$10,000.00) without the consent of Landlord provided such alterations comply with the requirements stipulated paragraph 4.01(c)(ii) below. Tenant's Alterations shall be in compliance with all applicable construction and building codes.
- (c) Conditions of Consent. Landlord may condition its consent in paragraph 4.01(b) on all or any part of the following:
 - (i) Tenant shall furnish Landlord with reasonably detailed plans and specifications of the Alterations;
 - (ii) the Alterations shall be performed and completed:
 - (A) in accordance with the submitted plans and specifications;
 - (B) in a workmanlike manner;
 - (C) in compliance with all applicable laws, regulations, rules, ordinances, and other requirements of governmental authorities;
 - (D) using new materials and installations at least equal in quality to the original Shopping Center materials and installations;
 - (E) by not disturbing the quiet possession of the other tenants;
 - (F) by not interfering with the construction, operation, or maintenance of the Shopping Center; and
 - (G) with due diligence;
 - (iii) Tenant shall use workers and contractors who Landlord employs or approves in writing, which approval shall not be unreasonably withheld or unduly delayed;
 - (iv) Tenant shall modify plans and specifications because of reasonable conditions set by Landlord after reviewing the plans and specifications;
 - (v) Tenant's contractors shall carry builder's risk insurance in an amount then customarily carried by prudent contractors and workers' compensation insurance for its employees in statutory limits;
 - (vi) Tenant's workers or contractors shall work in harmony and not unreasonably interfere with Landlord's workers or contractors or other tenants and their workers or contractors;

- (vii) if the Alterations' estimated cost exceeds ten thousand dollars (\$10,000.00), Tenant shall supply a lien and completion bond, bank letter of credit, or other security reasonably satisfactory to Landlord, in an amount equal to the estimated cost to insure Landlord against materials and mechanics' liens and against completion of the Alterations;
 - (viii) Tenant shall give Landlord at least fifteen (15) days advance notice before beginning any Alterations so that Landlord may post or record notices of nonresponsibility;
 - (ix) upon demand Tenant shall give Landlord evidence that it complied with any condition set by Landlord;
 - (x) Tenant shall give Landlord complete as-built mylar drawings of the Alterations after they are finished; and
 - (xi) Tenant shall remove the Alterations, unless directed in writing by Landlord not to do so, and repair any damage from their removal by the Termination Date, or the date the last extension Term ends, if any, whichever is later.
- (d) Payment and Ownership of the Alterations. Alterations made under this paragraph shall be at Tenant's expense. Any Alterations that Landlord has directed shall not be removed, shall belong to Landlord. All other Alterations shall be removed by Tenant by the Termination Date. Nevertheless, Tenant may remove its trade fixtures, furniture, equipment, and other personal property if Tenant promptly repairs any damage caused by their removal.

4.02. Assignment and Subleasing.

- (a) Consent Required. Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Premises without Landlord's advance written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed. Tenant acknowledges that such consent is conditioned upon the Shopping Center's mortgagee's consent as well. If Tenant requests Landlord's consent to an assignment or sublease, then Tenant shall pay to Landlord, as additional rent, an amount reflective of the work involved with said assignment or sublease. This amount shall be seven percent (7%) of the remaining rent balance to the end of the Term. Tenant shall be invoiced for this amount and said invoice shall be paid to Landlord prior to Landlord agreeing to any sublet or assignment, and shall be deemed earned by Landlord whether or not Landlord consents to the assignment or sublease.
- (b) Reasonableness. The Landlord's consent shall not be considered unreasonably withheld if:
 - (i) the proposed subtenant's or assignee's financial net worth, responsibility and creditworthiness does not meet the same criteria Landlord uses to select comparable Shopping Center tenants;
 - (ii) the proposed subtenant's or assignee's business is not suitable for the Shopping Center considering the business of the other tenants and the Shopping Center's prestige;
 - (iii) the proposed use is inconsistent with the use permitted by paragraph 1.03; or
 - (iv) the proposed subtenant or assignee does not have at least three (3) years of experience in the management of such proposed subtenant's or assignee's business.
- (c) Procedure.

- (i) Tenant must provide Landlord in writing:
 - (A) the name and address of the proposed subtenant or assignee;
 - (B) the nature of the proposed subtenant's or assignee's business it will operate in the Premises;
 - (C) the terms of the proposed sublease or assignment; and
 - (D) reasonable financial information including balance sheet, income statement, and credit report so that Landlord can evaluate the proposed subtenant or assignee under paragraph 4.02(b)(i).
- (ii) Landlord shall, within ten (10) business days after receiving the information under paragraph 4.02(c)(i), give notice in writing to Tenant to permit or deny the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the ten (10) business day period, then Tenant may sublease or assign part or all of the Premises upon the terms Tenant gave in the information under paragraph 4.02(c)(i).
- (iii) Tenant shall pay to Landlord, Landlord's actual costs of reviewing Tenant's request for consent, including, without limitations, Landlord's legal and accounting fees.
- (d) Affiliates. Notwithstanding paragraphs 4.02(a), (b) and (c), Tenant may assign or sublease part of or all of the Premises without Landlord's consent to:
 - (i) any corporation, limited liability company, or partnership that controls, is controlled by or is under common control with Tenant; or
 - (ii) any corporation resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises, as long as the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant.
- (e) Conditions. Subleases and Assignments by Tenant are also subject to:
 - (i) the terms and conditions of this Lease;
 - (ii) the term of any Sublease shall not extend beyond the Lease Term;
 - (iii) Tenant shall remain liable for all Lease obligations; and
 - (iv) any consideration paid to Tenant for the Sublease or Assignment that exceeds the amount Tenant must pay Landlord as Rent under this Lease (the "Excess Consideration") shall be paid to Landlord. Where a part of the amount is to be prorated, where a part of the Premises is subleased or assigned, there shall be a prorationing of the Rent payable under this Lease and the rent payable under the Assignment or the Sublease to determine whether Excess Consideration is payable to Landlord. Excess Consideration shall exclude reasonable leasing commissions paid by Tenant, payments attributable to the amortization of the cost of Tenant improvements made to the Premises at Tenant's cost for the assignee or sublessee, and other reasonable, actual cash out-of-pocket costs paid by Tenant, such as attorneys' fees directly related to Tenant's obtaining an assignee or subtenant. Tenant shall pay this Excess Consideration to Landlord at the end of each calendar year during which Tenant collects any Excess Consideration. Each payment shall be sent with a detailed statement showing:

- (A) the total consideration paid by the subtenant or assignee, and
 - (B) any exclusions from consideration permitted by this paragraph.
- (f) No Release. Landlord's consent to any assignment or sublease shall not release or reduce Tenant's liability for performance of its obligations under this Lease.

Notwithstanding anything in this Lease to the contrary, Tenant shall be permitted to sublease this Lease or sublet the Premises without the consent of Landlord provided:

- (a) Tenant continues to be liable for Tenant's lease obligations; and
- (b) the Permitted Use of the Premises does not change.

SECTION 5 INSURANCE

5.01. Insurance.

- (a) Landlord's Building Insurance. Landlord shall keep the Shopping Center, including the improvements (paragraph 1.05 and Exhibits D and E), insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement value of the Shopping Center, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Shopping Center.
- (b) Property Insurance. Each party shall keep its personal property and trade fixtures in the Premises and Shopping Center insured with "all risks" a/k/a "special form" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and fixtures. Tenant shall also keep any non-Shopping Center Standard improvements made to the Premises at Tenant's request insured to the same degree as Tenant's personal property.
- (c) Commercial General Liability Insurance. Tenant shall procure and maintain at its expense policies of commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000.00) for death or injury to one person; three million dollars (\$3,000,000.00) for death or injury to more than one person; and one million dollars (\$1,000,000.00) for property damage, written on an occurrence basis (if available) and not on a claims made basis.
- (d) Waiver of Subrogation. Each party waives claims arising in any manner in its (hereafter "Injured Party's") favor and against the other party for loss or damage to Injured Party's property located within or constituting a part or all of the Shopping Center. This waiver applies to the extent the loss or damage is covered by:
 - (i) the Injured Party's insurance; or
 - (ii) the insurance the Injured Party is required to carry under this Section 5, whichever is greater. The waiver also applies to each party's directors, officers, employees, shareholders, and agents. The waiver does not apply to claims caused by a party's willful misconduct. If despite a party's best efforts it cannot find an insurance company meeting the criteria in paragraph 5.01(g) that will give the waiver at reasonable commercial rates, then it shall give notice to the other party within thirty (30) days after the Lease's Commencement Date. The other party shall then have thirty (30) days to find an insurance company that will issue the waiver. If the other party also cannot find such an

insurance company, then both parties shall be released from their obligation to obtain the waiver.

- (e) Increase in Insurance. The amounts of coverage required by this Lease are subject to review at the end of each five-year period following the Commencement Date or beginning of the option renewal period, whichever is sooner. At each review, if necessary to maintain the same level of coverage that existed on the Commencement Date, the amounts of coverage shall be increased to be equal to the amounts of coverage carried by prudent landlords and tenants of comparable shopping centers in the Madison area, as determined by Landlord.
- (f) Insurance Increase. If due to Tenant's particular use of the Premises the Landlord's insurance rates are increased, Tenant shall pay the increase.
- (g) Insurance Criteria. Insurance policies required of Tenant this Lease shall:
 - (i) be issued by insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of at least B+ and a financial size of no less than VIII available on the Lease Expiration Date. If the Best's ratings are changed or discontinued, the parties shall use an equivalent method of rating insurance companies selected by Landlord;
 - (ii) name Landlord and any mortgage designated by Landlord as an additional insured; other landlords or tenants may also be added as additional insurers in a blanket policy;
 - (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days advance notice is given Landlord;
 - (iv) be primary policies – not as contributing with, or in excess of, the coverage that Landlord may carry;
 - (v) be permitted to be carried through a “blanket policy” or “umbrella” coverage;
 - (vi) have deductibles not greater than five thousand dollars (\$5,000.00); and
 - (vii) be maintained during the entire Term and any extension Terms.
- (h) Evidence of Insurance. By the Commencement Date and upon each renewal of its insurance policies, Tenant shall give the original or a certificate of insurance to Landlord. The certificates shall specify amounts, types of coverage, the waiver of subrogation, and the insurance criteria listed in paragraph 5.01(g). The policies shall be renewed or replaced and maintained by Tenant. If Tenant fails to give the required certificate within thirty (30) days after notice of demand for it, Landlord may obtain and pay for that insurance and receive reimbursement from Tenant.

5.02. Indemnification.

- (a) Tenant's Indemnity – Premises. Tenant indemnifies, defends, and holds Landlord harmless from claims:
 - (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Premises;
 - (iii) whether or not caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees, except that when the claim is caused by the joint negligence or willful misconduct Landlord and Tenant (“Tenant” for this purpose including Tenant's

agents, employees, or invitees), Tenant's duty to defend, indemnify, and hold Landlord harmless shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct.

- (b) Tenant's Indemnity – Shopping Center and Common Areas. Tenant indemnifies, defends and holds Landlord harmless from claims:
 - (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Shopping Center and Common Areas; and
 - (iii) to the extent caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees.

Landlord's Indemnity. Landlord indemnifies, defends and holds Tenant harmless from claims:

- (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Premises, Shopping Center and Common Areas; and
 - (iii) to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees except that when the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Landlord's duty to defend, indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.
- (d) Release of Claims, Notwithstanding paragraphs 5.02(a), (b) and (c), the parties release each other from any claims either party ("Injured Party") has against the other. This release is limited to the extent the claim is covered by the Injured Party's insurance or the insurance the Injured Party is required to carry under Section 5, whichever is greater.

5.03. Limitation of Landlord's Liability.

- (a) Transfer of Premises. If the Shopping Center is sold or transferred, voluntarily or involuntarily, Landlord's Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner.
- (b) Liability for Money Judgment. If Landlord, its employees, officers, or partners are ordered to pay Tenant a money judgment because of Landlord's default, then except in those instances listed in paragraph 5.02(c), Tenant's sole remedy to satisfy the judgment shall be:
 - (i) Landlord's interest in the Shopping Center and Land including the net operating income less expenses and debt service and net proceeds from sale less expenses; and
 - (ii) any insurance or condemnation proceeds received because of damage or condemnation to, or of, the Shopping Center or Land that are available for use by Landlord.
- (c) Exceptions. Paragraph 5.03(b) does not apply when:
 - (i) Landlord failed to apply insurance or condemnation proceeds as required by the Lease; or
 - (ii) Landlord misappropriated escrow funds.

SECTION 6 LOSS OF PREMISES

6.01. Damages.

- (a) Definition. “Relevant Space” means:
 - (i) the Premises as defined in paragraph 1.02, excluding Tenant’s non-Shopping Center Standard fixtures;
 - (ii) access to the Premises; and
 - (iii) any part of the Shopping Center that provides essential services to the Premises.
- (b) Repair of Damage. If the Relevant Space is damaged in part or whole from any cause and the Relevant Space can be substantially repaired and restored within one hundred and twenty (120) days from the date of the damage using standard working methods and procedures, as determined by Landlord in its sole discretion, Landlord shall at its expense promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage. This repair and restoration shall be made within one hundred and twenty (120) days from the date of the damage unless the delay is due to causes beyond Landlord’s reasonable control. If the Relevant Space cannot be repaired and restored within one hundred and twenty (120) day period, as determined by Landlord in its sole discretion, then either party may, within thirty (30) days after determining that the repairs and restoration cannot be made within one hundred and twenty (120) days, as prescribed in paragraph 6.01(c), cancel the Lease by giving notice to the other party. Tenant shall not be able to cancel this Lease if its willful misconduct causes the damage unless Landlord is not promptly and diligently repairing and restoring the Relevant Space.
- (c) Determining the Extent of Damage. Landlord shall notify Tenant in writing within sixty (60) days following the damage whether the repairs and restoration described in paragraph 6.01(b) will take more than one hundred and twenty (120) days to make.
- (d) Abatement. Unless the damage is caused by Tenant’s willful misconduct, the Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant’s business. The abatement shall consider the nature and extent of interference to Tenant’s ability to conduct business in the Premises and the need for access and essential services. The abatement shall continue from the date the damage occurred until thirty (30) days after Landlord completes the repairs and restoration to the Relevant Space or the part rendered unusable and notice to Tenant that the repairs and restoration are completed, or until Tenant again uses the Premises or the part rendered unusable, whichever is first.
- (e) Tenant’s Property. Notwithstanding anything else in Section 6, Landlord is not obligated to repair or restore damage to Tenant’s trade fixtures, furniture, equipment, or other personal property, or any Tenant improvements.
- (f) Damage to Shopping Center. If:
 - (i) more than forty percent (40%) of the Shopping Center is damaged and the Landlord decides not to repair and restore the Shopping Center;
 - (ii) any mortgagee of the Shopping Center shall not allow adequate insurance proceeds for repair and restoration;

- (iii) the damage is not covered by Landlord's insurance required by paragraphs 5.01(a) and (b); or
- (iv) more than forty percent (40%) of the Shopping Center is damaged and the Landlord decides not to repair and restore the Shopping Center and the Lease is in the last twelve (12) months of its Term, then Landlord may cancel this Lease. To cancel, Landlord must give notice to Tenant within thirty (30) days after the Landlord knows of the damage. The notice must specify the cancellation date, which shall be at least thirty (30) but not more than sixty (60) days after the date notice is given.
- (g) Cancellation. If either party cancels this Lease as permitted by paragraph 6.01, then this Lease shall end on the day specified in the cancellation notice. The Rent and other charges shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent, accounting for any abatement, plus security deposit, if any, less any sum then owing by Tenant to Landlord.
- (h) Notwithstanding the foregoing, if damage to the Shopping Center should cause the Premises to be unfit for occupancy by Tenant for a period in excess of one hundred and eighty (180) consecutive days, then Tenant shall have the right to terminate this Lease upon written notice to Landlord.

6.02. Condemnation.

- (a) Definitions. The terms "eminent domain," "condemnation," "taken," "taking," and the like in paragraph 6.02 include taking for public or quasi-public use and private purchases in place of condemnation by any authority authorized to exercise the power of eminent domain.
- (b) Entire Taking. If the entire Premises or the portions of the Shopping Center required for reasonable access to, or the reasonable use of, the Premises are taken by eminent domain, this Lease shall automatically end on the earlier of:
 - (i) the date title vests; or
 - (ii) the date Tenant is dispossessed by the condemning authority.
- (c) Partial Taking. If the taking of a part of the Premises materially interferes with Tenant's ability to continue its business operations in substantially the same manner and space then Tenant may end this Lease on the earlier of:
 - (i) the date when title vests;
 - (ii) the date Tenant is dispossessed by the condemning authority; or
 - (iii) sixty (60) days following notice to Tenant of the date when vesting or dispossession is to occur.

If there is a partial taking and this Lease continues, then the Lease shall end as to the part taken and the Rent shall abate in proportion to the part of the Premises taken and Tenant's prorata share shall be equitably reduced.
- (d) Termination by Landlord. If title to a part of the Shopping Center other than the Premises is condemned, and in the Landlord's reasonable opinion, the Shopping Center should be restored in a manner that materially alters the Premises, Landlord may cancel this Lease by giving notice to Tenant. Cancellation notice shall be given within sixty (60) days following the date title vested.

This Lease shall end on the date specified in the cancellation notice, which date shall be at least thirty (30) days but not more than ninety (90) days after the date notice is given.

- (e) Rent Adjustment. If the Lease is canceled as provided in paragraphs 6.02(b), (c) or (d), then the Rent and other charges shall be payable up to the cancellation date, and shall account for any abatement. Landlord, considering any abatement, shall promptly refund to Tenant any prepaid, unaccrued Rent plus Security Deposit, if any, less any sum then owing by Tenant to Landlord.
- (f) Repair. If the Lease is not canceled as provided for in paragraphs 6.02(b), (c) or (d), then Landlord at its expense shall promptly repair and restore the Premises to the condition that existed immediately before the taking, except for the part taken, to render the Premises a complete architectural unit, but only to the extent of the condemnation award received for the damage.
- (g) Awards and Damages. Landlord reserves all rights to damages paid because of any partial or entire taking of the Premises. Tenant assigns to Landlord any right Tenant may have to the damages or award. Further, Tenant shall not make claims against Landlord or the condemning authority for damages without prior written notice from Landlord.

Notwithstanding anything else in paragraph 6.02(g), Tenant may claim and recover from the condemning authority a separate award for Tenant's moving expenses, business dislocation damages, Tenant's personal property and fixtures, the unamortized costs of leasehold improvements paid for by Tenant, excluding the Landlord's Work described in paragraph 1.05 and Exhibits D and E, and any other award that would not substantially reduce the awards payable to Landlord. Each party shall seek its own award, as limited by paragraph 6.02(g), at its own expense, and neither shall have any right to the award made to the other.

- (h) Temporary Condemnation. If part or all of the Premises are condemned for a limited period of time (hereafter "Temporary Condemnation"), this Lease shall remain in effect. The Monthly Base Rent and Additional Rent and Tenant's obligations for the part of the Premises taken shall abate during the Temporary Condemnation in proportion to the part of the Premises that Tenant is unable to use in its business operations as a result of the Temporary Condemnation. Landlord shall receive the entire award for any Temporary Condemnation.

SECTION 7 DEFAULT

7.01. Tenant's Default.

- (a) Defaults. Each of the following constitutes a default (hereafter "Default") of this Lease by the Tenant:
 - (i) Tenant's failure to pay any Rent within ten (10) days after Landlord delivers notice to Tenant of Tenant's failure to pay Rent;
 - (ii) Tenant's failure to pay Rent by the due date, at any time during a calendar year in which Tenant has already received three (3) notices of its failure to pay Rent by the due date;
 - (iii) Tenant's failure to perform or observe any other Tenant obligation after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, after Landlord delivers notice to Tenant setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision(s);

- (iv) Tenant's failure to vacate or stay any of the following within ninety (90) days after they occur:
 - (A) a petition in bankruptcy is filed against Tenant;
 - (B) Tenant is adjudicated as bankrupt or insolvent;
 - (C) a receiver, trustee, or liquidator is appointed for all or a substantial part of Tenant's property; or
 - (D) Tenant makes an assignment for the benefit of creditors; or
 - (E) Tenant's filing of a petition in bankruptcy.

7.02. Landlord's Remedies.

- (a) Remedies. Landlord in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Tenant commits a Default under paragraph 7.01(a):
 - (i) end this Lease, and Tenant shall then surrender the Premises to landlord;
 - (ii) enter and take possession of the Premises either with or without process of law and remove Tenant, with or without having ended the Lease;
 - (iii) alter locks and other security devices at the Premises. Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process;
 - (iv) cure Tenant's Default and collect from Tenant upon demand, the cost to Landlord of effective such cure; or
 - (v) increase the Security Deposit by an additional month of Monthly Base Rent.
- (b) No Surrender. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in writing and signed by both parties.
- (c) Rent. If Landlord ends this Lease or ends Tenant's right to possess the Premises because of a Default, Landlord may hold Tenant liable for Rent, and other indebtedness accrued to the date the Lease ends. Tenant shall also be liable for the Rent and other indebtedness that otherwise would have been payable to Tenant during the remainder of the Term had there been no Default, reduced by any sums Landlord receives by reletting the Premises during the Term.
- (d) Other Expenses. Tenant shall also be liable for that part of the following sums paid by Landlord and attributable to that part of the Term ended due to Tenant's Default:
 - (i) reasonable broker's fees incurred by Landlord for reletting part or all of the Premises prorated for that part of the reletting Term ending concurrently with the then current Term of this Lease;
 - (ii) the cost of removing and storing Tenant's property;
 - (iii) the cost of repairs, alterations, and remodeling necessary to put the Premises in a condition reasonably acceptable to a new Tenant; and

- (iv) other necessary and reasonable expenses incurred by Landlord in enforcing its remedies.
- (e) Payment. Tenant shall pay the sums due in paragraphs 7.02(c) and (d) within ten (10) days of receiving Landlord's proper and correct invoice for the amounts. Landlord is also entitled to accelerated Rent for the balance of the Term if Tenant was in default of Lease. During each action to collect Landlord shall be limited to the amount of any sums due under paragraph 7.02(c) that would have accrued had the Lease not been ended and sums under paragraph 7.02(d) that have been incurred by Landlord and are now payable by Landlord, plus acceleration of the Rent remaining due under the Lease until the Term expires, less any Rent received from a tenant to which the Premises were reletted.
- (f) Mitigation. Landlord shall mitigate its damage by making reasonable efforts to relet the Premises on reasonable terms. Landlord may relet for a shorter or longer period of time than the Term and make any necessary repairs or alterations. Landlord may relet on any reasonable terms including a reasonable amount of free rent. If Landlord relets for a period of time longer than the current Term, then any special concessions given to the new tenant shall be allocated throughout the entire reletting term to not unduly reduce the amount of consideration received by Landlord during the remaining period of Tenant's Term.

7.03. Landlord's Default.

Landlord's failure to perform or observe any of its Lease obligations after a period of thirty (30) days or such additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant is a Default. The notice shall give in reasonable detail the nature and extent of the failure and identify the Lease provisions(s) containing the obligation(s). If Landlord commits a Default, Tenant may pursue any remedies given in this Lease or under the law. Any claim, demand, right, or defense by Tenant that arises out of this Lease or the negotiations that preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within six (6) months after the date of the action, omission, event, or action that gave rise to such claim, demand, right, or defense. Tenant acknowledges and understand, after having consulted with its legal counsel, that the purpose of the preceding sentence is to shorten the period within which Tenant would otherwise have to raise such claims, demands, rights, or defenses under applicable laws.

7.04. Exception to Cure Periods.

The cure periods in paragraphs 7.01(a)(iii) and 7.03 do not apply to:

- (a) emergencies;
- (b) any failure by Tenant to maintain the insurance required by paragraph 5.01; or
- (c) failure to timely deliver a subordination agreement or estoppel certificate as provided in paragraphs 8.01 or 8.02.

7.05. Survival.

The remedies permitted by Section 7, the parties' indemnities in paragraph 5.02, and Landlord's obligation to mitigate damages in paragraph 7.02(f) shall survive the ending of this Lease.

7.06. Unamortized Leasehold Improvements.

If and to the extent Landlord makes any leasehold improvements to the Premises with the reasonable expectation that such expenditures will not be required again during the Term, or if Landlord has provided Tenant with a tenant allowance for Tenant to perform such work, and since vacation of the Premises or termination of this Lease prior to

the original expiration of the Term will render it more difficult or impossible for Landlord to recover its investment in such leasehold improvements, Tenant covenants that in the event Tenant vacates the Premises or this Lease is terminated due to Tenant's Default, then, in addition to and not in reduction of the Rent or other charges past due or thereafter accruing under this Lease, Tenant shall pay to Landlord, Landlord's then unamortized investment in any leasehold improvements in the Premises (computed on a straight line basis, without salvage value, using an assumed interest rate of ten percent [10%] per annum, over the original term), or, if Landlord has provided a tenant allowance in lieu of Landlord actually performing such work, the unamortized amount of such tenant allowance amount computed using an assumed interest rate of ten percent (10%) per annum, on a straight line basis over the original term (e.g., if the original term is five [5] years, the tenant allowance would be amortized evenly over such five [5] year period).

SECTION 8 NONDISTURBANCE

8.01. Subordination.

- (a) Mortgages. Subject to paragraph 8.01(b), this Lease is subordinate to prior or subsequent mortgages covering the Shopping Center and/or Land.
- (b) Foreclosures. If any mortgage is foreclosed, then:
 - (i) this Lease shall continue;
 - (ii) Tenant's quiet possession shall not be disturbed if Tenant is not in Default;
 - (iii) Tenant will attorn to and recognize the mortgagee or purchaser at foreclosure sale (the "Successor Landlord") as Tenant's landlord for the remaining Term; and
 - (iv) the Successor Landlord shall not be bound by:
 - (A) any payment of Rent for more than one month in advance, except the Security Deposit and free rent, if any, specified in the Lease;
 - (B) any amendment, modification, or ending of this Lease without Successor Landlord's consent after the Successor Landlord's name is given to Tenant unless the amendment, modification, or ending is specifically authorized by the original Lease and does not require Landlord's prior agreement or consent; and
 - (C) any liability for any act or omission of a prior Landlord.
- (c) Self-Operating. Paragraph 8.01 is self-operating. However, Tenant shall promptly execute and deliver any documents needed to confirm this arrangement within ten (10) days of Landlord's request therefor.

8.02. Estoppel Certificate.

Either party (hereafter "Answering Party") shall, within ten (10) days after receiving a written request by the other party (hereafter "Asking Party"), execute and deliver to the Asking Party a written statement. This written statement, which may be relied upon by the Asking Party and any third party with whom the Asking Party is dealing shall certify:

- (a) the accuracy of the Lease document;

- (b) the Commencement Date and Termination Date of the Lease;
- (c) that the Lease is unmodified and in full effect or in full effect as modified, stating the date and nature of the modification;
- (d) whether to the Answering Party's knowledge the Asking Party is in default or whether the Answering Party has any claims or demands against the Asking Party and, if so, specifying the Default, claim, or demand; and
- (e) to other correct and reasonably ascertainable facts that are covered by the Lease terms.

8.03. Quiet Possession.

Landlord warrants that it owns the Shopping Center free and clear of all encumbrances except the mortgage(s), any letters of credit, any outstanding real estate taxes and special assessments, and easements, restrictions and other matters of record. If Tenant is not in default, and subject to the Lease terms and the above encumbrances, Landlord warrants that Tenant's peaceable and quiet enjoyment of the Premises shall not be disturbed.

SECTION 9 LANDLORD'S RIGHTS

9.01. Rules.

- (a) Rules. Tenant, its employees and invitees, shall comply with:
 - (i) the Rules attached as Exhibit F; and
 - (ii) reasonable modifications and additions to the Rules adopted by Landlord that:
 - (A) Tenant is given thirty (30) days advance notice of;
 - (B) are for the safety, care, order, or cleanliness of the Common Areas;
 - (C) do not unreasonably and materially interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Premises; and
 - (D) do not require payment of additional monies.
- (b) Conflict with Lease. If a Rule issued under paragraph 9.01(a) conflicts with or is inconsistent with any Lease provision, the Lease provision controls.
- (c) Enforcement. Although Landlord is not responsible for another tenant's failure to observe the Rules, Landlord shall attempt to enforce the Rules reasonably.

9.02. Mechanic's Liens.

- (a) Discharge Lien. Tenant shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Premises on Tenant's behalf and at Tenant's request, except for work contracted by Landlord including Landlord's Work described in paragraph 1.05 and Exhibits D and E:
 - (i) discharge the lien; or

- (ii) post a bond equal to one hundred and twenty-five percent (125%) the amount of the disputed claim with the Dane County Clerk of Courts.

If Tenant posts a bond, it shall contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from losses incurred from these liens.

- (b) Landlord's Discharge. If Tenant does not discharge the lien or post the bond within the twenty (20) day period, Landlord may pay any amounts, including interest and legal fees, to discharge the lien. Tenant shall then be liable to Landlord for the amounts paid by Landlord.
- (c) Consent not Implied. Paragraph 9.02 is not a consent to subject Landlord's property to these liens.

9.03. Right to Enter.

- (a) Permitted Entries. Landlord and its agents, servants, and employees may enter the Premises at reasonable times, and at any time if an emergency, without charge, liability, or abatement of Rent, to:
 - (i) examine the Premises;
 - (ii) make repairs, alterations, improvements, and additions either required by the Lease or advisable to preserve the integrity, safety, and good order of part or all of the Premises or Shopping Center;
 - (iii) install wiring, cables, risers and similar installations or perform any construction work necessary or advisable to provide, or cause to be provided, telecommunications service to any portion of the Building;
 - (iv) provide janitorial and other services required by the Lease;
 - (v) comply with Applicable Laws under paragraph 3.01;
 - (vi) show the Premises to prospective lenders or purchasers, and during the ninety (90) days immediately before this Lease ends to prospective tenants, accompanied, if requested by Tenant, by a Tenant representative;
 - (vii) post notices of responsibility;
 - (viii) remove any Alterations made by Tenant in violation of paragraph 4.01; and
 - (ix) post "For Sale" signs and, during the ninety (90) days immediately before this Lease ends, post "For Lease" signs.
- (b) Entry Conditions. Notwithstanding paragraph 9.03(a), entry is conditioned upon Landlord:
 - (i) giving Tenant verbal or written notice, except in an emergency;
 - (ii) promptly finishing any work for which it entered; and
 - (iii) causing the least practical interference to Tenant's business.

9.04. Signs.

- (a) Permitted Signs. Landlord and Tenant shall provide signs as specified in Exhibit G.
- (b) Nonpermitted Signs. Other than the signs and listing permitted under Exhibit G, Tenant shall not place or have placed any other signs, listings, advertisements, or any other notices anywhere else in the Building that would be visible to persons outside of the Premises or Shopping Center.

SECTION 10 MISCELLANEOUS

10.01. Broker's Warranty

. Tenant represents and warrants that only Tenant represents Tenant and that no Broker has been contracted to represent Tenant and shall defend, hold harmless, and indemnify the Landlord from any claims or liability arising from the breach of this warranty. Only Landlord and the Broker listed in paragraph 0.27, if any, represent Landlord.

10.02. Attorneys' Fees.

- (a) Litigation. In any litigation between the parties regarding this Lease, the losing party shall pay to the prevailing party all reasonable expenses and court costs including attorneys' fees incurred by the prevailing party. A party shall be deemed to be the "prevailing party" if:
 - (i) the party initiated and substantially obtains the relief it sought; or
 - (ii) the other party initiates the litigation and does not substantially obtain the relief it sought.

10.03. Notices.

Unless a Lease provision expressly authorizes verbal notice, all notices under this Lease shall be in writing and sent by registered or certified mail, postage prepaid, by overnight commercial courier (such as United Parcel Service or Federal Express), or by personal delivery, as follows:

To Tenant:	Before Term begins:	the address specified in paragraph 0.26
	After Term begins:	the address of the Premises
To Landlord:		the address specified in paragraph 0.03

Either party may change these persons or addresses by giving notice as provided above. Tenant shall also give required notices to Landlord's mortgagee after receiving notice from Landlord of the mortgagee's name and address. Notice shall be considered delivered upon the earlier to occur of actual receipt, or:

- (a) in the case of notice sent by registered or certified mail, on the last original delivery or attempted delivery date as indicated on the postage receipt(s) of all persons and addresses to which notice is to be given;
- (b) in the case of delivery by overnight commercial courier, on the first business day following delivery to the commercial courier by the notifying party; and
- (c) in the case of personal delivery, on the date the notice is physically delivered to the address specified.

10.04. Partial Invalidity.

If any Lease provision is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

10.05. Waiver.

The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

10.06. Construction Against Drafter.

The parties chose this Lease document because it is fair to both parties.

10.07. Binding Effect.

This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

10.08. Lease not an Offer.

Landlord gave this Lease to Tenant for review. It is not an offer to lease. This Lease shall not be binding unless signed by both parties and an originally signed counterpart is delivered to Tenant upon execution.

10.09. Recording.

Recording of this Lease or any memorandum hereof is prohibited. No Financing Statements. Neither Tenant, nor any person claiming through Tenant, nor any creditor of Tenant shall have the authority to file or record any financing statement or other instrument encumbering personal property, fixtures, furnishings or equipment within the Premises if such financing statement or instrument describes in any manner any real property underlying, comprising or included within the Premises, and any such financing statement or other instrument so filed or recorded shall be null, void and of no force or effect. Tenant shall provide a copy of this provision to every person or entity intending to file or record a financing statement or other instrument encumbering personal property, fixtures, furnishings or equipment within the Premises. Within five (5) days of the delivery by Landlord to Tenant of written notice of any encumbrance upon the title of real property underlying, comprising or included within the Premises arising from the filing or recording of such a financing statement or instrument, Tenant shall cause such encumbrance to be removed at Tenant's sole cost and expense. If Tenant fails to timely remove such encumbrance, Landlord may take any and all action necessary or appropriate to cause such encumbrance to be removed from title to the real property (including maintaining a legal action), and Tenant shall promptly reimburse Landlord for all costs and expenses of every kind an nature incurred by Landlord in doing the same. This provision shall survive the expiration or termination of this Lease.

10.10. Survival of Remedies.

The parties' remedies shall survive the ending of this Lease when the ending is caused by the Default of the other party.

10.11. Authority of Parties.

Landlord warrants that it owns the property free and clear of all mortgages, liens, and encumbrances except for those listed in paragraph 8.03. Each party warrants that it is authorized to enter into the Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

10.12. Business Days.

Business days means Monday through Friday inclusive, excluding holidays identified at paragraph 3.02(b). Throughout this Lease, wherever “days” are used the term shall refer to calendar days. Wherever the term “business days” is used the term shall refer to business days.

10.13. Entire Agreement.

This Lease contains the entire agreement between the parties about the Premises and Shopping Center. Except for the Rules for which paragraph 9.01(a) controls, this Lease shall be modified only by a writing signed by both parties.

10.14. Definition of Lease.

This Lease consists of the following:

- (a) Title Page;
- (b) Table of Contents;
- (c) Sections 0 – 10;
- (d) Signature Page;
- (e) Exhibits A through H; and
- (f) the Riders identified in paragraph 0.29.

10.15. Time is of the Essence.

Time is of the essence with regard to all terms and conditions of this Lease.

10.16. Acceptance of Premises.

Tenant’s occupancy of Premises subject to punch list items identified by Tenant shall constitute Tenant’s acceptance of the Premises and an acknowledgment by the Tenant that the Premises are in the condition for the Permitted Use. Landlord shall take all necessary acts to promptly resolve all punch list items identified by Tenant in writing to Landlord within thirty (30) days of Tenant’s occupancy.

10.17. Financial Review.

Tenant grants Landlord the right to obtain a credit report on Tenant, and prior to signing the Lease, Tenant shall provide copies of Tenant’s audited financial statements to Landlord for review.

10.18. NSF Fee.

Tenant shall pay Landlord fifty dollars (\$50.00) for each non-sufficient funds check returned to Landlord by Tenant’s bank, savings bank, or other “banking” institution.

10.19. Press Release.

Tenant hereby authorizes Landlord to release and publicize Tenant’s Lease.

10.20. Notice of Development Activity.

Landlord discloses and Tenant acknowledges that Landlord and/or its affiliates, assigns and/or third party developers intend and will continue to develop and construct property and buildings adjacent to the neighborhood of the Shopping Center, and that doing so may block Tenant's view. Tenant acknowledges and agrees that such development and construction shall not be cause to terminate this Lease or release Lessee from any obligations due during the term of this Lease, nor shall Tenant object to or oppose said development and construction.

10.21. Disclosure.

Tenant understands that the Premises is leased on a first come, first to sign basis; in other words, a lease becomes effective only when a tenant signs a lease first and the Landlord also signs and executes that Lease. Tenant's signature on the Lease does not consummate the Lease; only the signature of both Tenant and Landlord on the Lease and the delivery of the fully executed Lease to the Tenant consummates the Lease.

10.22. Non-competition. (Intentionally deleted.)

10.23. Severability.

If any provision of this Lease is held invalid or unenforceable for any reason, no other provision shall be affected, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein and the remainder enforced in full.

10.24. HVAC Warranty.

The HVAC unit servicing the Premises is hereby warranted by Landlord for a period of one (1) year from the Lease Commencement Date.

10.25. Back Billing.

All charges under this Lease shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of this subparagraph shall survive the termination or expiration of this Lease.

10.26. Parties' Consents.

Where required under this Lease, the consent or approval of Landlord or Tenant shall not be unreasonably withheld or delayed.

10.27. Landlord Liens.

Landlord waives any statutory liens, and any rights of distress, with respect to Tenant's property. This Lease does not grant to Landlord a contractual lien or any other express or implied security interest with respect to Tenant's property.

10.28. No Litigation, Condemnation, Third Party Consents.

Landlord represents and warrants that there is no litigation or other proceedings pending or threatened affecting title to the Premises or Tenant's Permitted Use of the Premises. Landlord represents and warrants that Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the connection with the Premises, or any part, in lieu of condemnation, no proceedings have been threatened in connection with the Premises or any part of the Premises, and Landlord is not aware of any information that any condemnation or eminent domain is being or has been publicly discussed. Landlord represents

and warrants that it has the authority to execute this Amendment, and Landlord has obtained any third party consents, including lender consents, which may be required.

10.29. Holding Over.

In the event Tenant remains in possession of the Premises after the expiration of the Term, without Landlord's prior written consent and the execution of a new lease, Tenant shall pay:

- (a) twice the monthly rent and charges due under this Lease (without any reduction for a holdover of a partial month); and
- (b) any and all losses or liabilities arising out of Tenant's failure to surrender the Premises on the expiration of the Term.

In the event that Tenant remains in possession of the Premises after expiration of the Term with Landlord's prior written consent, which specifically references this Section of the Lease, Tenant shall be deemed to be a month-to-month tenant, at the Minimum Rent, Percentage Rent, Common Area Maintenance Expenses, Taxes, and all Additional Rent and subject to all of the terms, covenants or conditions of this Lease, insofar as the same are applicable to a month-to-month tenancy.

Signature page to follow.

IN WITNESS WHEREOF, the undersigned is duly authorized to sign and execute this Lease and the attached Exhibits A through H and Rider #1 on behalf of the Tenant.

EXECUTED THIS _____ DAY OF _____, 2025.

TENANT:

CAYA, LLC

By: _____
Lara Skye Boughman

By: _____
Kathy Holtz

Title: _____

Title: _____

IN WITNESS WHEREOF, the undersigned is duly authorized to sign and execute this Lease and the attached Exhibits A through H and Rider #1 on behalf of the Landlord.

EXECUTED THIS _____ DAY OF _____, 2025.

LANDLORD:

AVENUE SHOPPES LLC

By: _____
Joel L. Bahr

Title: _____

EXHIBIT A - FLOOR PLAN OF SHOPPING CENTER

WITH TENANT'S PREMISES HIGHLIGHTED

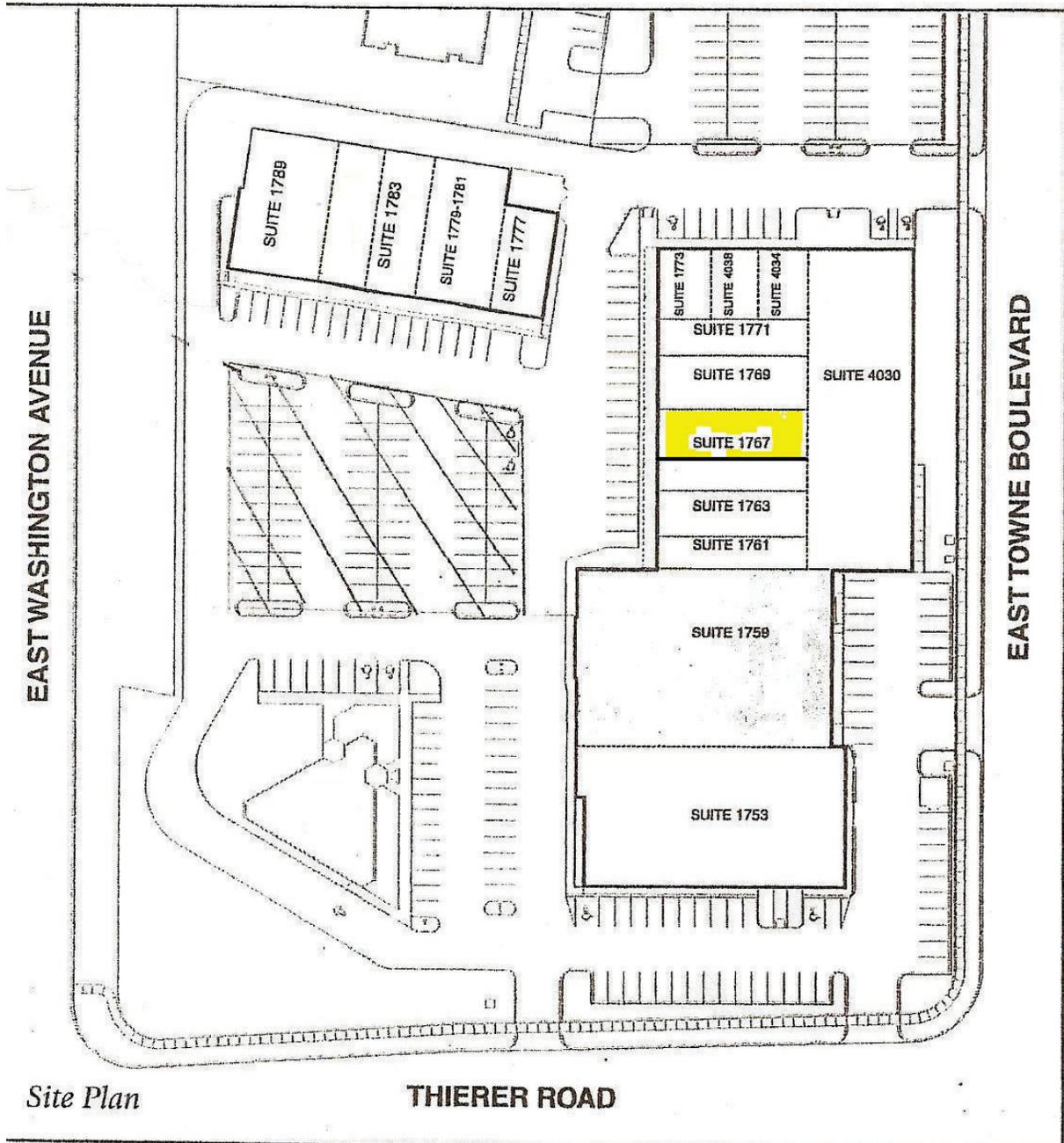


EXHIBIT B - SHOPPING CENTER RENDERING/FRONT ELEVATION



EXHIBIT C - LAND

All of Lots Two (2) and Three (3) and Four (4) of Certified Survey Map No. 2205, recorded in the Dane County Register of Deeds office in Volume 8 of Certified Survey Maps, Page 462, as Document No. 1491234, in the City of Madison, Dane County, Wisconsin.

AND

Part of Lot Two (2), Certified Survey Map No. 3382 recorded in the Dane County Register of Deeds office in Volume 13 of Certified Survey Maps, Pages 181 and 182, as Document No. 1652076, in the City of Madison, Dane County, Wisconsin, described as follows: A parcel of Land located in the Southwest Quarter and the Northwest Quarter of the Southeast quarter (¼ SE ¼ and NW ¼ SE ¼) of Section Twenty-Eight (28), Township Eight (8) North, Range Ten (10) East, in the City of Madison, Dane County, Wisconsin, commencing at the Southeast corner of said Section 28; thence South 89°09'46" West, 949.20 feet; thence North 35°31'49" West, 1132.82 feet to the point of beginning; thence continuing North 35°31'48" West, 209.50 feet; thence South 44°00'42" East, 207.21 feet; thence South 45°59'18" West, 30.90 feet to the point of beginning.

Tax Parcel No.: 60-0810-284-0802-0

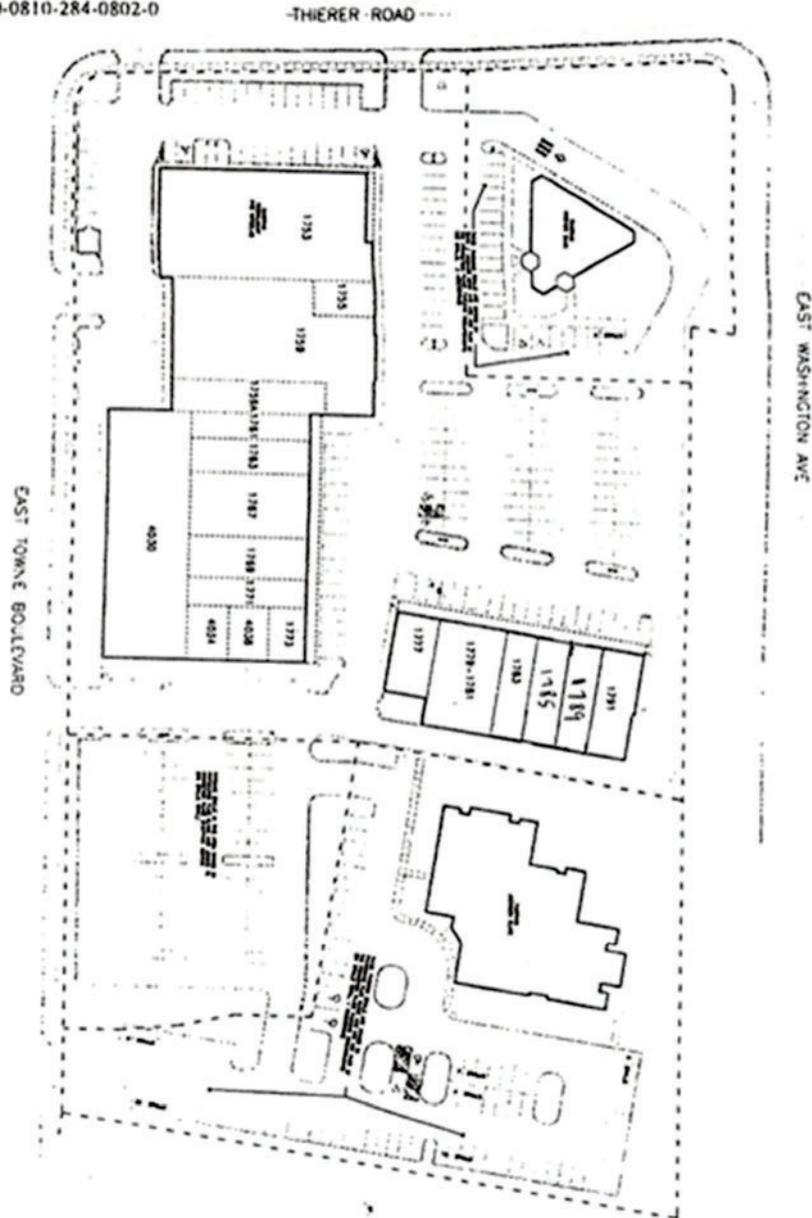


EXHIBIT D - SPACE PLAN OF TENANT'S PREMISES

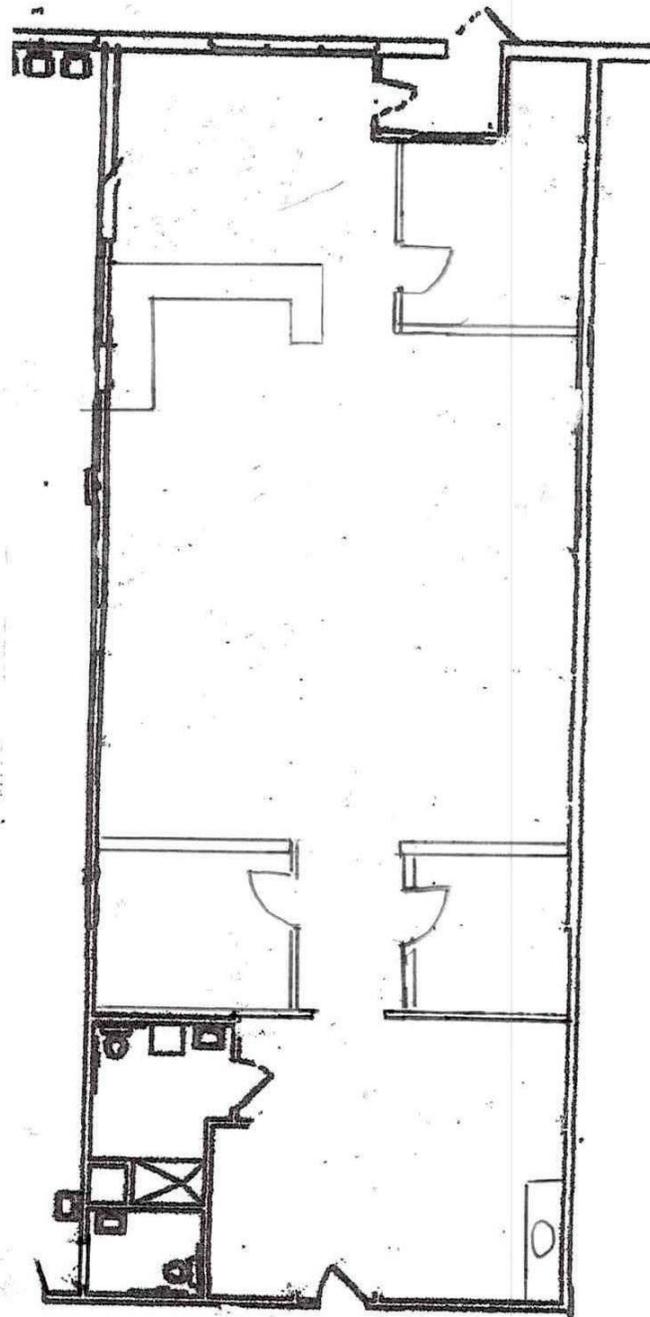


EXHIBIT E - SPECIFICATIONS OF LANDLORD'S AND TENANT'S WORK

Landlord, at Landlord's expense, shall:

1. Remove half of the front reception desk.
2. Remove all file cabinets and furniture not needed by Tenant.

EXHIBIT F - SHOPPING CENTER RULES AND REGULATIONS

All entrance doors to the Premises and Shopping Center shall be locked when the Premises are not in use. All corridor doors shall be closed during times when the air conditioning and heating equipment in the Shopping Center is operating so as not to dissipate the effectiveness of the air conditioning and heating system or place an overload thereon.

Tenant or Tenant's employees and agents shall not block open a Common Area door.

No portion of the sidewalks, doorways, entrances, passages, vestibules, halls, lobbies, corridors, elevators or stairways in or adjacent to the Shopping Center shall be obstructed or used for any purpose other than for ingress and egress to and from the Premises, and no doormats, overshoes, umbrellas or other items of any nature whatsoever shall be placed or permitted to remain therein. No floor, skylight, partition, transom or other opening that reflects or admits light into any place in the Shopping Center and no means of access to any building fire escape shall be covered or obstructed by Tenant.

Dane County has enacted an ordinance that requires all businesses to comply with a recycling program. All tenants are responsible for disposing of trash and recyclables in the proper bins and removal of same shall not be through front door entrances. Tenants shall not permit the accumulation of rubbish, trash, garbage or other refuse in and around the Premises. Tenants are responsible for the cost and disposal of all fluorescent and incandescent light fixtures. These are not to be placed in any trash receptacle. Tenant is responsible for removal of any debris caused by any Tenant remodeling or interior construction after the initial move-in. Burning of refuse or garbage in or about the Premises or Shopping Center is not allowed.

Tenant and its employees, customers and invitees shall at all times refrain from making any loud, unseemly or improper odors, noises or sounds or vibrations (through the playing of stereos, radios, television sets or musical instruments, or in any other manner) in the Premises or elsewhere in the Shopping Center, from smoking in the Shopping Center, and from in any other manner annoying, disturbing, or interfering with other tenants or occupants of the Shopping Center or their employees, customers and invitees, and shall use such receptacles for tobacco products and waste as Landlord may furnish. No foul or noxious gas or odor or substance or combustible fluid or material shall be used, kept or permitted to be used or kept in the Premises. A fine of twenty-five dollars (\$25.00) per violation of the "No Smoking" rule shall be levied against the violator, and if the violator fails to pay, levied against Tenant as Additional Rent. Tenant agrees to assist in getting employees' cooperation with the "No Smoking" rule.

No animals, birds or other pets (other than guide dogs for the visually impaired) and no bicycles or other vehicles (but not including wheelchairs or similar devices used by handicapped individuals) shall be brought into or kept in or about the Shopping Center, temporarily or otherwise, except at such areas as Landlord may designate. The Premises shall not be used for cooking or lodging purposes or for the storage of merchandise or other materials. Tenant shall, however, have the right to keep and use within the Premises a portable water dispenser, a microwave oven, and coffee-making equipment, but no vending machines, snack boxes, equipment or boxes.

Tenant shall be entitled to have its name shown upon the directory board of the Shopping Center, but the design and style of such identification and the location of such directory board and allocation of the space thereon among the tenants and occupants of the Shopping Center shall be determined by Landlord, in its sole discretion. Tenant shall not, without Landlord's prior written consent, install, affix or use: (a) any signs, lettering or advertising media of any other kind, decals, blinds, shades, curtains, draperies or similar items on the exterior of the Premises or in the interior of the Premises in such a manner as shall be visible from outside the Premises, or (b) any awnings, radio or television antennas or satellite dishes or any other object or equipment of any nature whatsoever on the exterior of the Premises. All rights to and use of the exterior of the exterior wall of the Premises and the roof of the Shopping Center are reserved to Landlord, and Landlord charges Additional Rent for installation of said equipment on the exterior of Shopping Center.

Tenant shall not, without the prior written consent of the Landlord, bring into, use or keep in the Shopping Center, any inflammable, explosive or hazardous article of any nature, nor use any source of power other than electricity for lighting or any other purpose. If Tenant has knowledge of any hazardous equipment or substance in the Tenant's Premises, Tenant shall notify Landlord in writing immediately upon receipt of such knowledge.

All delivery and shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the property operation of the Premises or Shopping Center. All such delivery and shipping shall occur only in designated "Loading Areas" and shall not be allowed from doors of the Premises that open to the front sidewalk area. Trucks of Tenant and its suppliers shall not be permitted in areas designated for customer parking, nor shall vehicles be parked in any way to impede traffic, nor for a period of time longer than necessary to accomplish the pickup or delivery sought. Notwithstanding the foregoing, packages of reasonable weight and size, which can be carried by one person without interference with other passengers therein, may be moved up and down on such elevators and at such times as may be specified by Landlord. All damage to elevators, the Premises or other portions of the Building caused by the moving or carrying of articles therein or thereon shall be paid for by Tenant. Landlord shall NOT be responsible for damage to any property of Tenant delivered to or left in any receiving area or elsewhere in the Building or to any property moved or handled anywhere in the Building by any employee or representative of Landlord as an accommodation to Tenant, Landlord being under no obligation to accept delivery of, or move or handle, any property of Tenant. This includes any object Landlord moves because Tenant left them in the way of a public access way.

Landlord shall have the right to control, maintain and operate the Common Areas of the Shopping Center in such manner as it deems best for the benefit of the tenants generally. Tenant shall not invite to the Premises, or permit the visit to the Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants, their customers, invitees and employees of the entrances, corridors, elevators and facilities of the Shopping Center.

Tenant shall not obtain, install, maintain, operate or accept for use in the Premises, ice, vending machines or any other service from any person not authorized by Landlord in writing to furnish such services.

Landlord reserves the right to, but shall not have the duty to, exclude or eject from the Shopping Center all solicitors, canvassers and peddlers, or any person who, in the judgment of Landlord's Shopping Center manager or employee in charge, is under the influence of liquor or drugs, or any person who shall in any manner do any illegal act or any act in violation of any of the Shopping Center Rules.

Tenant shall not (a) attach or permit to be attached additional locks or similar devices to any door or transom of the Premises, (b) change existing locks or the mechanism thereof, or (c) make or permit to be made any keys for any door thereof other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide such additional keys upon payment therefore by Tenant for the actual cost.

Requests for any extra janitorial or other special requirements of Tenant must be directed to Landlord's Management Agent. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless directed to do so by Landlord, and no employee of Landlord shall admit any person (Tenant or otherwise) to the Shopping Center without specific instructions from Landlord.

Emergency exits and fire stairs shall be used only for emergency exit purposes, and shall not be blocked by Tenant.

The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind (including grease) shall be discarded therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated from time to time for that purpose by Landlord. Tenant, on request, shall furnish Landlord with State automobile license numbers assigned to Tenant's and Tenant's employees' car(s). In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord, at its option, shall charge Tenant twenty dollars (\$20.00) per day, per car parked in any area (including service courts) other than those designate, as and for liquidated damages.

Tenant shall not display any merchandise outside of the Premises or outside the store front line of the Premises or anywhere within the confines of the Shopping Center without prior written approval of Landlord.

Tenant shall keep windows and electrical signs lighted during business hours and from dusk to 10:30 p.m. each night of the week.

Shopping Center Rules may be changed or revised at the discretion of the Landlord in accordance with this Lease.

EXHIBIT G - SIGNS

Tenant shall be responsible for purchasing and installing the Tenant's building mounted signage. All signage shall be reviewed and approved by Landlord in advance of installation and shall comply with Landlord's signage specifications herein:

1. All signs shall conform to the City of Madison Street Graphics Control Ordinance.
2. Signage specifications shall be further defined by Landlord as to type of characters.
3. The wording of signs shall be limited to the store name only, and such name shall not include any items sold therein, without consent given by Landlord. Subtitles under store names will be allowed in certain circumstances.
4. The use of corporate crest, shields, or insignia will be permitted provided such corporate crests, shields, or insignia shall not exceed the size of the adjacent character in height.
5. Multiple or repetitive signing will be allowed only with the approval of the City of Madison sign code. provided the area of such signing conforms to the limitations set forth herein.
6. All signs shall have concealed attachment devices, clips, wiring, transformers, lamps, and tubes.
7. Sign letters of components shall not have exposed neon or other lamps.
8. Location restrictions:
 - a. Tenant's signage area shall be located on the front faces of the building as specified by Landlord. Characters shall be located within the area above Tenant's Premises.
 - b. Message base line must be verified with Landlord at time of installation.
 - c. No sign may project more than six inches from the building façade without Landlord's written approval.
 - d. The sign shall be limited to seventy-five percent (75%) of the signage panel.
 - e. There shall be a limit of one sign in front of the Building, and Tenant is required to have such sign installed and operational prior to occupancy.
 - f. No signs shall be permitted on the side of the building without written authorization by Landlord.
9. Temporary or permanent décor type signs in show windows or doors will be permitted per attached drawings.
10. Landlord Approval:
 - a. Plans for the sign must be submitted to the Landlord, showing all dimensions, type and location of all lighting apparatus, style and color of letters, and materials used. The submission must also include a drawing showing the exact intended location on the sign spandrel and a color sketch of the sign or a color photograph of an identical existing sign.
 - b. Special Notes:

- (i) Tenant must submit drawings of signage to Landlord for approval prior to applying for the sign permit from the City of Madison.
- (ii) After the sign drawing is approved by Landlord, Tenant should have its sign company present a drawing of the sign to the Building Inspection Department, City of Madison. An application fee will need to be paid to the City for the permit. Generally, sign companies figure permit fees into the price of the sign.
- (iii) Note that the final connection must be completed by a licensed electrician. Tenant must make arrangements with electricians on the job to make the final connection.
- (iv) A centrally controlled photo cell is provided by landlord for the Shopping Center to which all signs may be connected. Tenants may install override switches to permit lighting during additional hours. A wire will be run by Landlord's electrician to the front sign area for the final connection. As an alternative, Tenant may utilize their own photo cell.

Tenant shall not erect or maintain any exterior or interior signs without the prior written consent of Landlord. Tenant shall be responsible for all costs to erect and maintain an exterior lighted store identification sign per Landlord's sign specifications. Tenant is required to keep said sign lighted from at least dusk until midnight every evening of each day during the term of this Lease. If Tenant does not keep said sign lighted or in good repair as required herein, Landlord may do either of the following after giving Tenant fifteen (15) days notice to repair said sign or keep said sign lighted as required:

- a. make any repairs necessary to make said sign operable and presentable, and may charge any reasonable expenses incurred by Landlord to Tenant as Additional Rent; or
- b. assess a penalty of twenty-five dollars (\$25.00) per day for each day said sign is not lighted as required.

Upon vacating the Premises, Tenant shall remove all signs and repair all damage caused by such removal.

**EXHIBIT H - EXCLUSIVE CLAUSES
GRANTED TO OTHER TENANTS**

AVENUE SHOPPES LLC

Tenant	Type	Clause
Mariner's Finance	Consumer Finance	Landlord agrees that it shall not lease any space in the property to another consumer finance business during the initial and extended term of this Lease.
Dollar Tree	Retail Store	<p>As a material inducement for Tenant to enter into this Lease, Landlord hereby agrees as follows:</p> <ul style="list-style-type: none"> a) Tenant shall have an exclusive for a single price point variety retail store ("Exclusive" or "Exclusive Use"). A single price point variety retail store is hereby defined as a store that offers all of its merchandise for sale at a single price point. b) In addition, Landlord will not permit any other occupant in the Shopping Center to operate the following without Tenant's consent and such consent shall be in Tenant's sole and absolute discretion: <ul style="list-style-type: none"> (1) a close-out store; (2) a retail store whose "principal business" (hereinafter defined) is: <ul style="list-style-type: none"> a. selling variety retail merchandise at a single price point; b. selling gifts, cards, and other party supplies (individually or collectively); or c. selling artificial flowers and picture frames (individually or collectively); (3) variety retail operations with the word "Dollar" in their trade name. <p>For the purpose of this Section, "principal business" shall be defined as selling such merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half (1/2) of the adjacent aisle space).</p> <p>Notwithstanding the foregoing, this Exclusive shall not apply to (1) any tenant or occupant selling single price point apparel as its principal business, or (2) any current occupant or tenant of the Shopping Center who is operating under their current use clause as of the date of this Lease; provided, however, in the event Landlord's consent is required for a change in permitted use, Landlord shall not consent to a change of any tenant's use which would violate Tenant's Exclusive Use.</p>
Jimmy Johns	Restaurant	Landlord will not lease space in the Property to any other party that sells: "sub" style sandwiches, submarine or hoagie type sandwiches (a long sandwich featuring layers of meat and cheese on a roll) as their primary business. This exclusivity shall not be construed to include current tenants.
D'Angelo C. Smith/ Elegant Gentleman	Hair salon and related services	Landlord will not lease space to any other party wishing to operate a barbershop.
Pawn America	Pawn store	A pawn store including pawn loans, the retails sales of new and secondhand goods, goods obtained through close-outs, clearances and liquidations, industrial loan and thrift company, check cashing and related financial services, money transmission transactions, pre-paid debit card sales

RIDERS TO LEASE

This Rider is attached to, and made a part of the Lease attached hereto (the “Lease”) and dated _____. To the extent of any conflict between the terms of the Lease and those of this Rider, the terms of this Rider shall control.

Rider 1. This Lease is contingent upon Tenant (CAYA, LLC) securing the applicable grant funding on or before November 15, 2025. If Tenant not secure the grant by that date, this Lease shall be null and void with no further obligation by either party.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CAYA CLINIC

AND

OUTREACH LGBTQ CENTER

This Memorandum of Understanding ("**MOU**") is entered into as of January 1, 2026 ("**Effective Date**"), by and between:

CAYA CLINIC, a healthcare organization ("**CAYA Clinic**"), and
OUTREACH LGBTQ CENTER, a community-based LGBTQ+ advocacy and service organization ("**OutReach**").

CAYA Clinic and OutReach may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. **PURPOSE**

This MOU establishes a collaborative partnership between CAYA Clinic and OutReach to provide comprehensive HIV/STI education, testing referral, and linkage to care services at the Rene Livingston-Detienne Drop-in Center ("**the Center**"). The Parties recognize the critical importance of accessible, affirming, and culturally competent sexual health services for all individuals, and the particular expertise that LGBTQ+-focused organizations bring to serving diverse communities.

2. **TERM**

This MOU shall commence on the Effective Date and shall remain in effect for one (1) year, concluding on December 31, 2026, unless terminated earlier in accordance with Section 8 of this MOU. This MOU may be renewed upon mutual written agreement of both Parties.

3. **COMPENSATION**

CAYA Clinic agrees to compensate OutReach in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**) per year for the services outlined in Section 4 of this MOU.

3.1 **Payment Schedule:** Compensation shall be paid in quarterly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each, due within thirty (30) days of the beginning of each quarter.

3.2 **First Payment:** The first quarterly payment shall be due within thirty (30) days of the Effective Date.

3.3 **Invoice Submission:** OutReach shall submit invoices to CAYA Clinic's Director of Operations quarterly for services rendered.

4. **SCOPE OF SERVICES**

In consideration of the compensation provided, OutReach agrees to provide the following services:

4.1 **Staffing and Service Delivery**

OutReach shall designate and maintain a qualified staff member ("**OutReach Staff Member**") to provide HIV/STI-related services at the Center according to the following parameters:

a) **Staffing Requirements:** The OutReach Staff Member shall be a qualified professional with experience in HIV/STI education, LGBTQ+ health, and harm

reduction principles. OutReach shall ensure the staff member receives ongoing training in cultural competency, trauma-informed care, and current HIV/STI prevention and treatment protocols.

- b) **Service Hours:** The OutReach Staff Member shall provide services at the Center on a schedule to be mutually agreed upon by both Parties, with a minimum presence of four (4) hours per week during the Center's operating hours.
- c) **Flexibility:** Service hours may be adjusted based on Center participant needs and demand, subject to mutual agreement between the Parties.
- d) **Supervision and Support:** OutReach shall maintain direct supervision and administrative support for the OutReach Staff Member, including scheduling, performance evaluation, and professional development.

4.2 HIV/STI Education Services

The OutReach Staff Member shall provide comprehensive HIV/STI education services, including:

- a) **Individual Education:** One-on-one education sessions with Center participants covering:
 - HIV transmission, prevention, and treatment options
 - STI prevention, symptoms, and treatment
 - Pre-Exposure Prophylaxis (PrEP) and Post-Exposure Prophylaxis (PEP) information
 - Safer sex practices and harm reduction strategies
 - HIV/STI stigma reduction and support
- b) **Group Education:** Facilitation of group education sessions, workshops, or presentations on HIV/STI-related topics, scheduled in coordination with Center staff and based on participant interest.
- c) **Educational Materials:** Distribution and display of current, evidence-based educational materials, including brochures, posters, and multimedia resources. OutReach shall ensure all materials are culturally appropriate, accessible, and available in multiple languages when possible.
- d) **Harm Reduction Integration:** All education services shall be delivered using harm reduction principles, meeting people where they are without judgment, and respecting individual autonomy in health decision-making.

4.3 Referral to HIV/STI Testing

The OutReach Staff Member shall facilitate access to HIV/STI testing through the following services:

- a) **Testing Counseling:** Pre-test counseling to discuss testing options, risk assessment, and address questions or concerns about the testing process.
- b) **Referral Coordination:** Referrals to appropriate HIV/STI testing services, which may include:
 - On-site testing events coordinated with partner organizations
 - Referrals to other community-based testing sites
 - Referrals to clinical testing facilities
- c) **Barrier Reduction:** Assistance in overcoming barriers to testing, including transportation support information, insurance navigation, and connection to free or low-cost testing options.
- d) **Follow-Up Support:** Follow-up contact with individuals who received testing referrals to confirm attendance, provide additional support, and facilitate connection to results and care as appropriate.

- e) **Confidentiality:** All testing referral services shall be provided with strict adherence to confidentiality and privacy standards, ensuring participant information is protected in accordance with applicable laws and regulations.

4.4 Linkage to Care Services

The OutReach Staff Member shall provide comprehensive linkage to care services for individuals who test positive for HIV or STIs, including:

- **Post-Test Support:** Emotional support and counseling following positive test results, including information about treatment options and prognosis.
- **Care Navigation:** Assistance in navigating the healthcare system, including:
 - Identification of appropriate HIV/STI care providers and clinics
 - Scheduling initial medical appointments
 - Insurance enrollment support and connection to Ryan White or other funding programs
 - Connection to medication assistance programs
- **Warm Handoffs:** Direct connection to care providers through warm handoffs, including accompanying individuals to initial appointments when appropriate and with consent.
- **Ongoing Support:** Continued follow-up to ensure successful engagement with medical care, addressing barriers to care retention, and providing ongoing support and resources.
- **Holistic Services:** Connection to additional support services such as mental health counseling, substance use treatment, housing assistance, and peer support groups.
- **Partner Services:** Information and voluntary referral to partner notification services in accordance with public health guidelines and participant preferences.

4.5 Documentation and Reporting

- **Service Documentation:** OutReach shall maintain confidential records of services provided, including number of education sessions, referrals made, and linkage to care outcomes, in compliance with all applicable privacy laws.
- **Quarterly Reports:** OutReach shall provide quarterly reports to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations summarizing:
 - Number of individuals served
 - Types of services provided
 - Number of testing referrals and successful testing completions
 - Linkage to care outcomes
 - Barriers encountered and recommendations for improvement
 - Success stories and impact narratives (de-identified)
- **Data Privacy:** All reports shall contain only aggregate, de-identified data that protects participant confidentiality and complies with HIPAA and other applicable privacy regulations.

5. MUTUAL RESPONSIBILITIES

- 5.1 **Communication:** Both Parties agree to maintain regular, open, and respectful communication regarding the implementation of this MOU.
- 5.2 **Coordination:** Both Parties agree to coordinate schedules and activities in good faith to facilitate the effective delivery of services outlined in this MOU, including participation in regular coordination meetings.
- 5.3 **Facility Access:** CAYA Clinic agrees to provide the OutReach Staff Member with appropriate workspace, access to the Center during agreed-upon service hours, and

reasonable resources needed to deliver services (such as private meeting space and storage for materials).

- 5.4 **Non-Discrimination:** Both Parties agree to adhere to all applicable non-discrimination laws and to provide services without discrimination based on race, ethnicity, gender, gender identity, sexual orientation, age, disability, HIV status, drug use, or any other protected characteristic.
- 5.5 **Cultural Competency:** Both Parties affirm their commitment to providing culturally competent, affirming, and trauma-informed services that respect the dignity, identity, and lived experiences of all individuals served.
- 5.6 **Harm Reduction Alignment:** Both Parties agree that all services provided under this MOU shall align with harm reduction principles, including accepting people where they are, prioritizing immediate safety and well-being, and respecting individual autonomy.

6. INDEPENDENCE OF PARTIES

This MOU does not create an employment relationship, partnership, joint venture, or agency relationship between the Parties. OutReach shall operate as an independent organization, and the OutReach Staff Member and any other OutReach employees, volunteers, or representatives shall not be considered employees or agents of CAYA Clinic.

7. CONFIDENTIALITY AND DATA SHARING

Both Parties agree to maintain strict confidentiality of all participant information and to comply with all applicable privacy laws and regulations, including HIPAA. Any data or information shared between the Parties shall be:

- De-identified or aggregated whenever possible
- Shared only with proper authorization and consent when individual information is necessary
- Used only for purposes consistent with this MOU and applicable law
- Protected with appropriate security measures

8. TERMINATION

8.1 **Termination for Convenience:** Either Party may terminate this MOU for any reason by providing sixty (60) days written notice to the other Party.

8.2 **Termination for Cause:** Either Party may terminate this MOU immediately upon written notice if the other Party:

- a) Materially breaches any provision of this MOU and fails to cure such breach within thirty (30) days of receiving written notice; or
- b) Engages in illegal activity related to the performance of this MOU.

8.3 **Payment Upon Termination:** In the event of termination, CAYA Clinic shall compensate Outreach on a pro-rata basis for services rendered up to the date of termination.

9. MODIFICATION

This MOU may only be modified or amended by written agreement signed by authorized representatives of both Parties.

10. DISPUTE RESOLUTION

In the event of any dispute arising from this MOU, the Parties agree to first attempt to resolve the matter through good faith negotiation. If negotiation is unsuccessful, the Parties agree to engage in mediation before pursuing any legal remedies.

11. INSURANCE AND LIABILITY

Each Party shall maintain appropriate insurance coverage for its operations and staff, including general liability and professional liability insurance. Each Party shall be responsible for its own actions and the actions of its employees, volunteers, and agents.

12. NOTICES

All notices required or permitted under this MOU shall be in writing and delivered to:

For CAYA Clinic:

Lara Skye Boughman
Clinical Director
CAYA Clinic
4785 Hayes Rd, STE 201, Madison, WI 53704
Skye.boughman@cayaclinic.com
608-844-8473 ext 702

For OutReach:

Steve Starkey
Executive Director
OutReach LGBTQ+ Community Center
2701 International Lane, STE 103, Madison, WI 53704
steves@lgbtoutreach.org
608-255-8582

13. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

14. SEVERABILITY

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of Wisconsin, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

CAYA CLINIC

By: 
Name: Lara Skye Boughman
Title: Clinical Director

Date: 10/13/2025

OUTREACH LGBTQ CENTER

By: 
Name: Steve Starkey
Title: Executive Director

Date: 10/14/2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

DRUG USERS UNION (DUO)

AND

CAYA CLINIC

This Memorandum of Understanding ("**MOU**") is entered into as of January 1, 2026 ("**Effective Date**"), by and between:

DRUG USERS UNION (DUO), a drug users advocacy organization ("**DUO**"), and **CAYA CLINIC**, a healthcare organization ("**CAYA Clinic**").

DUO and CAYA Clinic may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. **PURPOSE**

This MOU establishes a collaborative partnership between DUO and CAYA Clinic to enhance harm reduction services at the Rene Livingston-Detienne Drop in Center ("**the Center**"). The Parties recognize the critical importance of peer-led harm reduction services and the expertise that people who use drugs bring to the design, implementation, and oversight of services intended to serve them.

2. **TERM**

This MOU shall commence on the Effective Date and shall remain in effect for one (1) year, concluding on December 31, 2026, unless terminated earlier in accordance with Section 8 of this MOU. This MOU may be renewed upon mutual written agreement of both Parties.

3. **COMPENSATION**

CAYA Clinic agrees to compensate DUO's fiscal sponsor, Points of Distribution in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**) per year for the services outlined in Section 4 of this MOU.

3.1 **Payment Schedule:** Compensation shall be paid in quarterly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each, due within thirty (30) days of the beginning of each quarter.

3.2 **First Payment:** The first quarterly payment shall be due within thirty (30) days of the Effective Date.

3.3 **Invoice Submission:** DUO shall submit invoices to CAYA Clinic's Director of Operations quarterly for services rendered.

4. **SCOPE OF SERVICES**

In consideration of the compensation provided, DUO agrees to provide the following services:

4.1 **Harm Reduction Works Meetings**

DUO shall facilitate Harm Reduction Works Meetings at the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Frequency:** Meetings shall be held on a regular schedule to be mutually agreed upon by both Parties, with a minimum of one (1) meeting per month.
- b) **Purpose:** Meetings shall provide a structured forum for people who use drugs to:
 - Share experiences and concerns regarding services at the Center

- Provide feedback on programs and policies
 - Contribute to harm reduction education and peer support
 - Build community among Center participants
- c) **Facilitation:** DUO shall assign qualified peer facilitators to lead these meetings in accordance with harm reduction principles and trauma-informed practices.
- d) **Documentation:** DUO shall provide written summaries of key themes, concerns, and recommendations from each meeting to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations within two (2) weeks following each meeting.

4.2 Hiring Committee Participation

DUO shall select and designate one (1) representative member to participate in hiring committees for all positions at the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Selection Process:** DUO shall select its representative through its internal democratic processes and shall notify CAYA Clinic of the designated representative within two (2) weeks of the Effective Date and whenever a replacement is necessary.
- b) **Participation Rights:** The DUO representative shall have full voting rights equal to other hiring committee members in the selection of candidates for all positions at the Center.
- c) **Notification:** CAYA Clinic agrees to provide the DUO representative with timely notice of all hiring committee meetings, with a minimum of one (1) week advance notice whenever possible.
- d) **Materials Access:** CAYA Clinic shall provide the DUO representative with access to all materials provided to other committee members, including position descriptions, candidate applications, and evaluation criteria.
- e) **Confidentiality:** The DUO representative agrees to maintain confidentiality regarding all candidate information and hiring deliberations in accordance with applicable laws and CAYA Clinic policies.
- f) **Compensation:** Any compensation for the DUO representative's time spent on hiring committee activities is included in the annual compensation specified in Section 3 and shall be administered by DUO.

4.3 Quarterly Walk-Through and Assessment

DUO shall conduct a comprehensive quarterly walk-through assessment of the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Frequency:** Walk-throughs shall be conducted once per quarter, scheduled at mutually agreed upon times.
- b) **Assessment Team:** DUO shall designate qualified representatives, including people with lived experience of drug use, to conduct the walk-through.
- c) **Assessment Focus:** The walk-through shall evaluate:
- Physical environment and accessibility
 - Staff interactions and adherence to harm reduction principles
 - Availability and quality of harm reduction supplies and services
 - Privacy and dignity in service delivery
 - Barriers to service access
 - Overall alignment with harm reduction best practices
- d) **Written Feedback:** DUO shall provide comprehensive written feedback within three (3) weeks following each quarterly walk-through to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations.
- e) **Response and Follow-Up:** CAYA Clinic agrees to provide a written response to DUO's feedback within three (3) weeks of receipt, addressing concerns raised and outlining any planned actions.

- f) **Access:** CAYA Clinic agrees to provide DUO representatives conducting the walk-through with reasonable access to all areas of the Center and opportunities to observe service delivery, subject to participant consent and privacy requirements.

5. MUTUAL RESPONSIBILITIES

- 5.1 **Communication:** Both Parties agree to maintain regular, open, and respectful communication regarding the implementation of this MOU.
- 5.2 **Coordination:** Both Parties agree to coordinate schedules and activities in good faith to facilitate the effective delivery of services outlined in this MOU.
- 5.3 **Harm Reduction Principles:** Both Parties affirm their commitment to harm reduction principles, including:
- Accepting people who use drugs for who they are without judgment
 - Recognizing drug use as a complex health and social issue
 - Ensuring services are accessible and non-coercive
 - Empowering people who use drugs to make their own decisions
 - Respecting the dignity and rights of all individuals
- 5.4 **Non-Discrimination:** Both Parties agree to adhere to all applicable non-discrimination laws and to provide services without discrimination based on race, ethnicity, gender, gender identity, sexual orientation, age, disability, drug use status, or any other protected characteristic.

6. INDEPENDENCE OF PARTIES

This MOU does not create an employment relationship, partnership, joint venture, or agency relationship between the Parties. DUO shall operate as an independent organization, and no employee, volunteer, or representative of DUO shall be considered an employee or agent of CAYA Clinic.

7. INTELLECTUAL PROPERTY AND DATA

7.1 Pre-Existing Intellectual Property

Each Party retains ownership of its pre-existing intellectual property, materials, and methodologies.

7.2 Data Sharing

Any data or information shared between the Parties shall be handled in accordance with applicable privacy laws, including HIPAA where applicable. Neither Party shall share confidential or identifying information about individuals without proper consent.

7.3 Work Product

Any reports, assessments, or materials created by DUO in the course of providing services under this MOU may be used by both Parties for purposes consistent with their respective missions.

8. TERMINATION

- 8.1 **Termination for Convenience:** Either Party may terminate this MOU for any reason by providing sixty (60) days' written notice to the other Party.
- 8.2 **Termination for Cause:** Either Party may terminate this MOU immediately upon written notice if the other Party:
- a) Materially breaches any provision of this MOU and fails to cure such breach within thirty (30) days of receiving written notice; or
 - b) Engages in illegal activity related to the performance of this MOU.

8.3 **Payment Upon Termination:** In the event of termination, CAYA Clinic shall compensate DUO on a pro-rata basis for services rendered up to the date of termination.

9. **MODIFICATION**

This MOU may only be modified or amended by written agreement signed by authorized representatives of both Parties.

10. **DISPUTE RESOLUTION**

In the event of any dispute arising from this MOU, the Parties agree to first attempt to resolve the matter through good faith negotiation. If negotiation is unsuccessful, the Parties agree to engage in mediation before pursuing any legal remedies.

11. **NOTICES**

All notices required or permitted under this MOU shall be in writing and delivered to:

For DUO:

Jess Morrow
Secretary
Drug Users Organizing (DUO)
2604 Arbor Drive
Morrow.jess@outlook.com
608-287-9732

For CAYA Clinic:

Skye Boughman
Clinical Director
CAYA Clinic
4785 Hayes Rd, STE 201, Madison, WI 53704
skye.boughman@cayaclinic.com
608-844-8473 ext 702

12. **ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

13. **SEVERABILITY**

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of [State], without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

DRUG USERS' ORGANIZING (DUO)

By: 

Date: 10/15/2025

Name: Jess Morrow
Title: Secretary

CAYA CLINIC

By: 

Date: 10/16/2025

Name: Lara Skye Boughman, MS, CSAC, LPC
Title: Clinical Director

Oct 13, 2025

To whom it may concern:

My name is Mat Hazelberg. I am President and Co-founder of **PULSE**, a Wisconsin nonprofit advocating for harm reduction, safe supply access, and drug policy reform. We empower people who use drugs and their communities through education, support, and advocacy to reduce harm, challenge stigma, and promote a more just society.

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

Key benefits of this proposal include:

Public Health Impact: The center will reduce disease transmission, prevent overdose deaths, and provide pathways to treatment, recovery, and health services.

Cost-Effectiveness: Harm reduction services have been shown to reduce healthcare costs by preventing emergency room visits, hospitalizations, and the spread of infectious diseases.

Community Safety: By providing a designated, supervised space and proper disposal of used supplies, the center will contribute to overall neighborhood safety and cleanliness.

Holistic Support: Beyond immediate harm reduction services, the center will connect individuals to housing assistance, substance use services, mental health services, medical care, and other essential resources.

Evidence-Based Practice: This approach aligns with recommendations from the Centers for Disease Control and Prevention, the American Medical Association, and other leading health organizations.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to read "Mat Hazelberg".

Mat Hazelberg

Co-founder and President, PULSE

Mat@people4pulse.org

(414) 587-8664

E-Signature Certificate

Document ID: 68eea4f32a2a7a8cc16e1a92

Status: ● Completed

Document: Letter of Support Harm Reduction Drop in Center (1)

Signer: Mat Hazelberg (mat@people4pulse.org)

Number of Pages: 2

Completion Date: October 14, 2025, 19:31 UTC

Signer	Timestamps	Signature
<p>Mat mat@people4pulse.org Using IP: 2603:6000:9bf0:a0e0:98c0:4057:39d8:79da IP Location: United States, Milwaukee</p> <p>Authentication Method: Email</p>	<ul style="list-style-type: none">● Viewed October 14, 2025, 19:31 UTC● Signed October 14, 2025, 19:31 UTC	

October 2, 2025

To Whom It May Concern:

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

Key benefits of this proposal include:

Public Health Impact: The center will reduce disease transmission, prevent overdose deaths, and provide pathways to treatment and recovery for those who are ready.

Cost-Effectiveness: Harm reduction services have been shown to reduce healthcare costs by preventing emergency room visits, hospitalizations, and the spread of infectious diseases.

Community Safety: By providing a designated, supervised space and proper disposal of used supplies, the center will contribute to overall neighborhood safety and cleanliness.

Holistic Support: Beyond immediate harm reduction services, the center will connect individuals to housing assistance, mental health services, medical care, and other essential resources.

Evidence-Based Practice: This approach aligns with recommendations from the Centers for Disease Control and Prevention, the American Medical Association, and other leading health organizations.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to be "Alan C. [unclear]".

[Signature on file] Alan C. Robinson Executive Director Satori House Recovery Inc. 608-287-8698 |
Alan@SatoriSafe.org



COUNTY OF DANE
Department of Emergency Management

MELISSA AGARD, County Executive CHARLES A. TUBBS, SR., Director

Emergency Planning Division
(608) 266-4330

Emergency Medical Services Division
(608) 266-4387

Hazardous Materials Planning Division
(608) 266-9051

10/15/2025

Public Health Madison & Dane County

RE: Harm Reduction Drop-In Center- Letter of Support

To Whom it May Concern:

On behalf of Dane County Emergency Management, EMS Division, we are pleased to extend our support to establish a harm reduction drop-in center. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, a drop-in center will fill a vital gap in our community's continuum of care.

Our support for this initiative is rooted in the daily encounters of our local EMS providers with individuals who use substances and have complex needs where connection to resources is essential. Dane County EMS can demonstrate this support by coordinating with the awarded agency to provide training and education about this resource to first responders, as well as provide this information in leave-behind kits, vending machines, and other harm reduction supplies.

Sincerely,

Carrie Meier

Assistant Director
Dane County Emergency Management

Email: meier.carrie@danecounty.gov

Phone: 608-266-5374

10/17/2025

Dear Public Health Madison & Dane County,

It is an honor and a privilege to be writing this letter in support of CAYA Clinic to establish and serve as the agent of the Dane County's Harm Reduction and Prevention Drop-in Center.

When Skye Boughman, Founder and Executive Director of CAYA Clinic, approached me about naming the community hub after my late wife, Rene Livingston-De Tienne, who passed away on January 8, 2025, my jaw dropped and tears filled my eyes. It left me speechless and put into perspective the legacy she left this world.

Through her own lived experience, Rene knew the painful struggle for the lack of resources for those who use drugs. Thus, during the last 8 years of her life she felt it was her life's purpose to serve behind the scenes not only as a leader and advocate in the harm reduction community through mentorship, peer support, and by serving on countless committees but also as a trusted friend to many. I knew she made a big impact on people, but it wasn't until after her death when the third person approached me saying, "Rene saved my life" did I start to fathom how deep of an impact Rene made.

Rene served as a change agent and fearless leader who refused to accept the status quo, challenged systemic stigma, advocated for basic needs, and tirelessly researched new and innovative ways to serve those in her community who use drugs through a practice that has been statistically proven to work, harm reduction. She knew personally how desperately many drug users needed access to resources and how resources were limited. It seriously pained her to see basic needs go unmet. She believed it was imperative to treat those who use drugs with fundamental needs such as compassion, love, support and resources. She understood, this access was a right, not a privilege.

After attending public hearings to speak in favor of the creation of the Opioid Settlement Subcommittee, Rene was ecstatic to be recommended and to serve on the subcommittee. To her, as with all of her work in the community, it was an honor and privilege to serve and uplift the voices so often forgotten. She was not one to take credit for the work "she" accomplished because she knew it was always a group effort. Rather, she was proud to celebrate collaborative wins and learning opportunities between all parties. However, I am here to tell you that alongside the subcommittee she did spend significant time lending her passion and writing skills for the submission of recommendations for the Drop-in Center to the HHN's subcommittee.

I cannot think of a higher honor than having the Drop-in Center named after the legacy of our beloved Rene Livingston-De Tienne. Having CAYA serve as the agent to the Rene

Livingston-De Tienne Drop-in Center would be an expansion of the ongoing work they are currently doing in the community. Their vision of the hub stands for everything Rene believed in; stigma reduction, overdose prevention, basic needs, dignity, compassion, access to health and mental health support, and a space where belonging and community thrive. This would be the ultimate tribute to all she has done and I look forward to the day I can explain to our now 2-year-old the love and gifts her momma gave and left to our world. Below, you will find a poem written by Rene that I find fitting for this moment.

With all of my gratitude,

Danee Livingston-De Tienne

Gardening for Prevention Specialists

How do we climb down to the roots
of a tree we've been perched in for thousands years?

Heaven knows that humans have always searched

For ways to numb our pains and fears

But when we look down from our view above

we see hundreds and thousands of fallen,

and the urgency rises up stronger than ever;

this is not just a job, it's a calling.

But where do we start, and how can we stop it?

It starts like a seedling within us,

to uncover our biases, challenge the stigma,

and learn from those with lived experience.

When we change how we view both drugs and drug users

and the families and friends who support them,

we start to comprehend the trauma at its core,

and begin learning how to find healing.

It can start so simply, fertile soil and warm days,

we cultivate dignity and forgiveness;
we seek the new loam of each other's cultures,
spread respect, equity, and awareness.
Like new gardeners we study the evidence and data
in that knowledge lies all of our tools,
it's far more, we know, than a war on the drugs
or the D.A.R.E. that they taught us in schools.
Johann Hari once said that the opposite of
addiction is based in connection –
so we form coalitions and peer support groups
and stop punishing drugs with detention.
We consider what makes each person succeed
and build up their protective factors.
We offer kids hope, and distraction, and fun,
and a chance to break free from the captors
of poverty, racism, healthcare inequities,

we acknowledge generational trauma;
we provide education, have real conversation,
and offer a different way forward.
We've embarked on a journey to get the source,
to the roots under all the distraction,
And together we'll prune, and water, and feed,
to grow healthier, safer foundations.
All of us know it won't be easy work
it may anger or lead us to tears

But like anything worth it, we'll do it together
with counselors, with congress, with peers.
The uncountable branches may shadow us now.
But with care and compassion our guides,
no heart aching or dirt-crusted hands
will deter us from saving more lives.
So take heart, dear warriors, no efforts in vain
the future awaits us with sunshine and fresh rain
to a green-leaf dappled sky once more we'll climb
hand linked as together, we rise.

© 2023 R.B. Simon

October 2, 2025

To Whom It May Concern:

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

Key benefits of this proposal include:

Public Health Impact: The center will reduce disease transmission, prevent overdose deaths, and provide pathways to treatment and recovery for those who are ready.

Cost-Effectiveness: Harm reduction services have been shown to reduce healthcare costs by preventing emergency room visits, hospitalizations, and the spread of infectious diseases.

Community Safety: By providing a designated, supervised space and proper disposal of used supplies, the center will contribute to overall neighborhood safety and cleanliness.

Holistic Support: Beyond immediate harm reduction services, the center will connect individuals to housing assistance, mental health services, medical care, and other essential resources.

Evidence-Based Practice: This approach aligns with recommendations from the Centers for Disease Control and Prevention, the American Medical Association, and other leading health organizations.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to be "Alan C. S.", written in a cursive style.

[Signature on file] Alan C. Robinson Executive Director Satori House Recovery Inc. 608-287-8698 |
Alan@SatoriSafe.org

Black Business Hub
2352 S Park St Suite 302
Madison, WI 53713



www.safecommunities.org
Email: info@safecommunities.org
Phone# (608) 441-3060
Fax# (608) 441-3055

Saving Lives Together

October 10, 2025

To whom it may concern:

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

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Community Safety: By providing a designated, supervised space and proper disposal of used supplies, the center will contribute to overall neighborhood safety and cleanliness.

Holistic Support: Beyond immediate harm reduction services, the center will connect individuals to housing assistance, substance use services, mental health services, medical care, and other essential resources.

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CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much-needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of

success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tanya Kraege', written in a cursive style.

Tanya Kraege LCSW, CSAC, WI CPS

Director of Peer Services



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

CAYA CLINIC INC
730 AZTALAN DRIVE
MADISON, WI 53718

Date:
11/21/2023
Employer ID number:
[REDACTED]
Person to contact:
Name: Customer Service
ID number: [REDACTED]
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 03, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
[REDACTED]

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



Dane County Department of Human Services Behavioral Health Division

Director – John Schlueter
Division Administrator – Todd Campbell

1202 Northport Drive, Madison, Wisconsin 53704
(608) 242-6200 FAX (608) 242-6531

October 9, 2025

RE: Letter of Support

To Whom It May Concern:

It is with great pleasure that I write to you in support of CAYA Clinic's proposal submission. In my current role as the Dane County Comprehensive Community Services (CCS) Administrator I have worked closely with CAYA Clinic since March 2024, when CAYA Clinic joined the CCS provider network. I oversee the CAYA Clinic CCS contract and ensure compliance with CCS standards delineated by Wisconsin Administrative Code and Medicaid policy. In both of these areas, CAYA Clinic has been a sound and reliable partner. CAYA Clinic currently works with over 130 individuals ages 13 and older in the CCS program and is contracted to provide the following CCS services: screening & assessment, service planning, service facilitation, diagnostic evaluations, peer support, individual skill development, psychoeducation, wellness management, recovery support services, psychotherapy, and substance use treatment.

CAYA Clinic is a State-certified DHS 75.50 clinic that provides outpatient integrated behavioral health treatment services in the Dane County community. The workforce at CAYA Clinic is comprised of individuals with full clinical licensure (LCSW, LPC), individuals with substance use credentials (CSAC, SAC), as well as individuals with lived experience of mental health and/or substance use challenges. The broad range of education and experience of CAYA Clinic staff contribute to their ability to meet consumers where they are and support each person's individual recovery journey. I have confidence in the leadership at CAYA Clinic and their ability to provide quality behavioral health and harm reduction services in Dane County.

Based on my experience working with CAYA Clinic as a CCS partner, CAYA Clinic's commitment to serving marginalized populations with dignity, and their leadership in the Dane County community around principles of harm reduction, I fully support their efforts to expand the scope of their services. I believe that as an organization CAYA Clinic has the infrastructure and drive to fully embrace new opportunities.

Sincerely,

A handwritten signature in black ink that reads "Julie Meister MSW".

Julie Meister, MSW, LCSW
CCS Administrator

MEMORANDUM OF UNDERSTANDING

Between CAYA Clinic and African American Opioid Coalition

Effective Date: January 1, 2026

Expiration Date: December 31, 2026

I. PARTIES

This Memorandum of Understanding ("MOU") is entered into by and between:

CAYA Clinic ("CAYA")

4785 Hayes Rd, STE 201, Madison, WI 53704

AND

African American Opioid Coalition ("AAOC")

Black Business Hub

2352 S Park St

Suite 302

Madison, WI 53713

II. PURPOSE

The purpose of this MOU is to establish a collaborative partnership whereby CAYA Clinic will provide funding to AAOC to support harm reduction services at the Rene Livingston-Detienne Drop-In Center through the employment of a full-time Harm Reduction Peer Support Specialist.

III. SCOPE OF AGREEMENT

A. CAYA Clinic Responsibilities

1. **Funding:** CAYA agrees to provide AAOC with seventy-five thousand dollars (\$75,000.00) for the period of January 1, 2026 through December 31, 2026.
2. **Payment Schedule:** Funds shall be disbursed according to the following schedule:
 - Initial payment of \$18,750 upon execution of this MOU
 - Quarterly payments of \$18,750 on April 1, July 1, and October 1, 2026
3. **Program Support:** CAYA may provide technical assistance and consultation as mutually agreed upon by both parties.

B. AAOC Responsibilities

1. **Staffing:** AAOC agrees to employ one (1) full-time Harm Reduction Peer Support Specialist to staff the Rene Livingston-Detienne Drop-In Center for the duration of this agreement.
2. **Service Delivery:** The Harm Reduction Peer Support Specialist shall provide the following services:
 - Peer support and counseling to individuals affected by opioid use
 - Harm reduction education and resource distribution
 - Referrals to treatment and support services
 - Crisis intervention and de-escalation
 - Community outreach and engagement
 - Maintenance of a welcoming and safe drop-in center environment
3. **Reporting:** AAOC agrees to provide CAYA with:
 - Quarterly progress reports documenting services provided, number of individuals served, and program outcomes
 - A final comprehensive report due January 31, 2027
 - Financial documentation showing appropriate use of funds upon request
4. **Fund Usage:** AAOC agrees to use the funding solely for the salary, benefits, and direct support costs associated with the Harm Reduction Peer Support Specialist position.

IV. TERM

This MOU shall be effective from January 1, 2026 and shall remain in effect through December 31, 2026, unless terminated earlier in accordance with Section VI of this agreement.

V. MUTUAL RESPONSIBILITIES

Both parties agree to:

1. Maintain open communication regarding program implementation and challenges
 2. Meet quarterly to review progress and address any concerns
 3. Respect confidentiality of client information in accordance with applicable laws and regulations
 4. Acknowledge each other's contributions in public communications about the program, as appropriate
 5. Work collaboratively to advance harm reduction and support services for individuals affected by opioid use
-

VI. TERMINATION

Either party may terminate this MOU with sixty (60) days written notice to the other party. In the event of early termination, AAOC agrees to return any unused funds to CAYA on a prorated basis.

VII. AMENDMENTS

This MOU may be amended only by written agreement signed by authorized representatives of both parties.

VIII. NO LEGAL PARTNERSHIP

This MOU does not create a legal partnership, joint venture, or employment relationship between the parties. Each party remains an independent entity responsible for its own actions and liabilities.

IX. INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other party from any claims, damages, or liabilities arising from its own negligent acts or omissions in connection with this MOU.

X. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements.

XI. SIGNATURES

CAYA CLINIC

By: 

Name: Lara Skye Boughman, MS, CSAC, LPC

Title: Clinical Director

Date: 10/13/2025

AFRICAN AMERICAN OPIOID COALITION

By: _____

Name: _____

Title: _____

Date: _____

Due to a hospitalization Ms. Charlie Daniel was unable to sign in time for the grant submission, verbal agreement reached on 10/13/2025. Plan to continue forward with partnership.

MEMORANDUM OF UNDERSTANDING

Between CAYA Clinic and ROGERS MEMORIAL HOSPITAL, d/b/a Rogers Behavioral Health

WORTH IT Program Partnership

Effective Date: January 1, 2026

Parties:

- **CAYA Clinic** ("CAYA"), located at 4785 Hayes Rd, STE 201, Madison, WI 53704
 - **Rogers Memorial Hospital, Inc., d/b/a Rogers Behavioral Health** ("Rogers"), a nationally recognized not-for-profit behavioral health provider
-

I. PURPOSE

This Memorandum of Understanding (MOU) establishes a collaborative partnership between CAYA Clinic and Rogers Behavioral Health to provide streamlined access to medication-assisted treatment (MAT) for opioid use disorder (OUD) through Rogers' Wisconsin Opioid Recovery Telehealth Immediate Treatment (WORTH IT) program for participants of CAYA's Harm Reduction Drop-In Center.

II. BACKGROUND

Rogers WORTH IT Program: Rogers' WORTH IT program is funded by SAMHSA and the Wisconsin Department of Health Services through the State Opioid Response grant. The program provides same-day or next-business-day access to buprenorphine treatment via telehealth for individuals with opioid use disorder throughout Wisconsin.

CAYA Harm Reduction Drop-In Center: CAYA Clinic operates a harm reduction drop-in center serving individuals affected by substance use, providing low-barrier services, support, and connections to treatment resources.

III. GOALS AND OBJECTIVES

The parties agree to work collaboratively to:

1. Reduce barriers to evidence-based medication-assisted treatment for opioid use disorder
2. Provide timely access to buprenorphine initiation for eligible participants
3. Support harm reduction principles and meet individuals where they are in their recovery journey
4. Coordinate wraparound services to support sustained recovery
5. Reduce opioid-related overdoses and deaths in the community

IV. ROLES AND RESPONSIBILITIES

A. CAYA Clinic Responsibilities

1. **Identification and Referral:**
 - Identify Harm Reduction Drop-In Center participants who may benefit from buprenorphine treatment
 - Provide initial information about the WORTH IT program to interested participants
 - Facilitate warm hand-offs and referrals to Rogers WORTH IT program
 - Assist participants with contacting Rogers at 844-582-7827 or worthit@rogersbh.org
2. **Support Services:**
 - Provide on-site space and technology support for participants to complete telehealth appointments when possible
 - Continue harm reduction services and support during and after WORTH IT program enrollment
 - Coordinate with Rogers staff regarding participant needs and progress (with appropriate releases of information)
 - Provide ongoing case management and social support services as available
3. **Documentation:**
 - Maintain records of referrals made to Rogers WORTH IT program
 - Document participant consent for information sharing
 - Track outcomes and program utilization for quality improvement purposes

B. Rogers Behavioral Health Responsibilities

1. **Access and Intake:**
 - Provide same-day or next-business-day access to buprenorphine evaluation and initiation
 - Conduct telehealth assessments with referred participants
 - Minimize administrative and financial barriers to treatment access
 - Accept referrals via phone (844-582-7827) or email (worthit@rogersbh.org)
2. **Clinical Services:**

- Provide medication-assisted treatment using buprenorphine for opioid use disorder, if appropriate
 - Deliver evidence-based telehealth services to eligible participants
 - Offer ongoing medication management and monitoring
3. **Wraparound Services:**
- Offer optional therapy and counseling services
 - Provide case management support, as applicable
 - Deliver harm reduction education and resources
 - Facilitate OB/GYN referrals for pregnant and postpartum patients as needed
 - Coordinate recovery support services, as applicable
4. **Communication and Coordination:**
- Communicate with CAYA staff regarding participant enrollment, progress, and needs (with appropriate consent)
 - Participate in periodic coordination meetings with CAYA staff
 - Provide feedback on referral processes and outcomes
 - Notify CAYA of any barriers to care or service gaps identified

V. ELIGIBILITY CRITERIA

Participants referred from CAYA's Harm Reduction Drop-In Center to the WORTH IT program must:

- Be Wisconsin residents
- Meet clinical criteria for opioid use disorder
- Be willing to participate in telehealth services
- Have access to necessary technology (computer/smartphone with camera and internet connection) or ability to access technology at CAYA or another location

VI. CONFIDENTIALITY AND HIPAA COMPLIANCE

1. Both parties agree to comply with all applicable federal and state laws regarding patient confidentiality, including HIPAA and 42 CFR Part 2
2. Patient information will only be shared between parties with appropriate written authorization from the participant
3. All staff involved in this partnership will receive training on confidentiality requirements
4. Both parties will maintain secure systems for storing and transmitting protected health information

VII. COMMUNICATION AND COORDINATION

1. **Designated Contacts:**
 - CAYA will designate a primary contact person for WORTH IT referrals
 - Rogers will designate a liaison for CAYA referrals and coordination

2. **Regular Meetings:**

- Parties will meet quarterly (or as needed) to review partnership effectiveness, address challenges, and identify opportunities for improvement

3. **Referral Process:**

- CAYA will follow Rogers' established referral procedures
- Rogers will acknowledge receipt of referrals and provide feedback on participant engagement

VIII. DATA SHARING AND EVALUATION

With appropriate participant consent, the parties may share de-identified aggregate data for purposes of:

- Program evaluation and quality improvement
- Grant reporting requirements
- Identifying service gaps and unmet needs
- Demonstrating partnership impact and outcomes

IX. FINANCIAL ARRANGEMENTS

1. This MOU does not constitute a financial agreement between the parties
2. Rogers WORTH IT program is funded through the State Opioid Response grant
3. Participants may be eligible for treatment at no cost or reduced cost based on Rogers' financial assistance policies
4. CAYA will not charge participants for referral services under this partnership

X. TERM AND TERMINATION

1. **Effective Date:** This MOU becomes effective on the date signed by both parties
2. **Duration:** This MOU will remain in effect for one (1) year from the effective date and may be renewed by mutual written agreement
3. **Termination:** Either party may terminate this MOU with sixty (60) days written notice to the other party
4. **Effect of Termination:** Both parties will work cooperatively to ensure continuity of care for participants currently receiving services

XI. AMENDMENTS

This MOU may be amended at any time by mutual written agreement of both parties. Any amendments must be signed by authorized representatives of both organizations.

XII. NON-DISCRIMINATION

Both parties agree to provide services without discrimination based on race, color, national origin, disability, age, sex, gender identity, sexual orientation, religion, or any other protected class under applicable law.

XIII. LIABILITY AND INDEMNIFICATION

Each party shall be responsible for its own actions and the actions of its employees and agents. Nothing in this MOU is intended to create a joint venture, partnership, or employer-employee relationship between the parties.

XIV. DISPUTE RESOLUTION

In the event of any dispute arising under this MOU, the parties agree to first attempt resolution through good faith negotiations between designated representatives of each organization.

XV. ENTIRE AGREEMENT

This MOU represents the entire agreement between the parties regarding this partnership and supersedes any prior understandings or agreements, whether written or oral.

SIGNATURES

CAYA Clinic

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Rogers Memorial Hospital, Inc.

Signature: *Cindy Meyer* Date: 10/10/2025
Cindy Meyer (Oct 10, 2025 13:33:01 CDT)

Printed Name: Cindy Meyer

Title: President & CEO

APPENDICES

Appendix A: WORTH IT Program Contact Information

- Phone: 844-582-7827
- Email: worthit@rogersbh.org
- General Rogers Contact: 833-308-5887

Appendix B: CAYA Clinic Contact Information

- Primary Contact: Skye Boughman
- Phone: 608-844-8473 ext 702
- Email: skye.boughman@cayaclinic.com
- Address: 4785 Hayes Rd, STE 201, Madison, WI 53704

Appendix C: Referral Process Flow Chart (to be developed collaboratively)

Appendix D: Sample Release of Information Form (to be developed collaboratively)



October 16, 2025

To whom it may concern,

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-informed approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers aim to offer a variety of evidence-based services at the same location, allowing individuals who use substances to connect to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

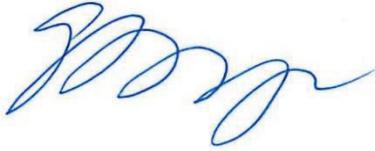
As the medical director of the Compass Program, a low barrier walk-in clinic focused on offering medical services for people who use substances, we would be honored to partner with CAYA clinic to both receive referrals and to refer patients to the harm reduction drop in center. We already have a number of shared patients/clients and continue to hear wonderful things about the services offered at CAYA.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,



Elizabeth Salisbury-Afshar, MD, MPH
Medical Director, Compass Program
UW Health

Professor (CHS)
University of Wisconsin Madison School of Medicine and Public Health

SHOPPING CENTER LEASE

Between Avenue Shoppes LLC (Landlord)

and

CAYA, LLC (Tenant)

Dated: _____, 2025

(i) SHOPPING CENTER LEASE
LANDLORD: Avenue Shoppes L.L.C.
TENANT: CAYA, LLC
DATE: _____, 2025

SECTION 0 – SUMMARY OF LEASE PROVISIONS

<u>ITEM</u>	<u>LEASE PROVISION</u>
0.01 Lease Execution Date	The date on which this Lease has been signed by both Landlord and Tenant
0.02 Landlord’s Name	Avenue Shoppes LLC. or its Assigns
0.03 Landlord’s Address	6514 Odana Road, Suite 6, Madison, WI 53719
0.04 Tenant’s Name	CAYA, LLC
0.05 Shopping Center Address	1753-1791 Thierer Road and 4030-4038 East Towne Boulevard, Madison, Wisconsin 53704
0.06 Premises and Store Number	1767 Thierer Road, Madison, WI 53704
0.07 Shopping Center Usable Sq. Ft.	63,840 Usable Square Feet
Shopping Center Rentable Sq. Ft.	65,905 Rentable Square Feet
0.08 Premises Usable Sq. Ft.	N.A.
0.09 Premises Rentable Sq. Ft.	2,356
0.10 Lease Commencement Date	1 January 2026
0.11 Rent Commencement Date	1 January 2026
0.12 Termination Date	31 December 2028
0.13 Initial Monthly Base Rent	\$3,585.04
0.14 Additional Monthly Rent	\$1,323.29
0.15 Tenant’s Initial Proportionate Share	3.58%
0.16 Administrative Fee	yes
0.17 Rent Escalation	3.5% per annum
0.18 Percentage Rent	None
0.19 Late Opening Charge	None
0.20 Security Deposit	\$3,585.04
0.21 To be Paid as Follows	Upon Execution of Lease Agreement
0.22 Permitted Use	Therapy clinic
0.23 Tenant’s Trade Name	CAYA, LLC
0.24 Tenant to Provide Evidence of	Certificate of Business Liability Insurance
0.25 Landlord to Provide Evidence of	N.A.
0.26 Address for Tenant Notices	4785 Hayes Road, Suite 200; Madison, WI 53704
0.27 Broker	Yes
0.28 Broker’s Commission	
0.29 Riders	#1 Contingency
0.30 Build-Out Allowance for Landlord’s Work	N.A.
0.31 Exclusive Rights of Tenant	N.A.

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SECTION 1 - PREMISES, USE, TERM

1.01. Date and Parties.

This lease (hereafter "Lease") is made as of the Lease Execution Date, by and between the party named in paragraph 0.02 (hereafter "Landlord") or its assigns and the party named in paragraph 0.04 (hereafter "Tenant"). Landlord's principal offices are located at the address set forth in paragraph 0.03. Tenant's principal offices are located at the address set forth in paragraph 0.04.

1.02. Premises.

Landlord leases to Tenant the approximate number of usable square feet of retail space set forth in paragraph 0.08 (the "Premises") within the shopping center identified in paragraph 0.05 and depicted on Exhibit B (the "Shopping Center") as shown outlined and labeled on the attached floor plans (Exhibit A). The Premises will contain the improvements to be installed by Landlord that are described in paragraph 1.05 and Exhibits D and E.

Landlord warrants that the Premises shall contain the approximate number of usable square feet described in paragraph 0.08, as measured in square feet from the exterior face of the Shopping Center's exterior walls and internal common areas, and from the centerline of demising walls between tenants. The tenant's usable area shall not include any Common Area or shared common area facilities. Tenant acknowledges that square footage is approximate and the Tenant is leasing the suite, not the exact square footage.

Tenant and its agents, employees, and invitees have the non-exclusive right with Landlord and others designated by Landlord to the use of the common areas (the "Common Areas") in the Shopping Center and of the land (hereafter "Land") on which the Shopping Center is located (Exhibit C) for the Common Areas' intended and normal purpose. Common Areas include malls, sidewalks, parking areas, driveways, hallways, public restrooms, common entrances, lobby, and other similar public areas and access ways. Landlord may change the Common Areas and expand or reduce the areas thereof if the changes do not materially and unreasonably interfere with Tenant's access to the Premises or use of them. Tenant's use shall be subject to such rules and regulations as Landlord may from time to time adopt. Landlord shall have full control, management and direction of the Common Areas; shall have the right to utilize portions of the Common Areas for special sales, rides, outdoor shows, displays, and Landlord shall determine the location of kiosks, or such other uses which, in Landlord's sole discretion, tend to benefit the tenants of the Shopping Center; and shall have the right to reasonably add to or subtract from their shape and size and to alter their location.

1.03. Use. Beginning no later than the Rent Commencement Date, Tenant shall use the Premises (and not less than the entire Premises) for the use specified in paragraph 0.22 under the name specified in paragraph 0.23 unless Landlord gives its advance written consent to another use. If Tenant fails to open the Premises for business by the Rent Commencement Date, Landlord shall be entitled, in addition to Monthly Base Rent and Additional Rent, to payment from Tenant of the amount set forth in paragraph 0.19 for each day from the Rent Commencement Date through the date the Premises are opened for business. Landlord warrants that applicable laws, ordinances, regulations, and restrictive covenants permit the Premises to be used for general retail use. Tenant shall not create a nuisance or use the Premises for any immoral, environmentally toxic or illegal purposes. Tenant, acknowledging that the Shopping Center is being developed and maintained by Landlord as a retail shopping center offering a variety of goods and services of the highest quality, and as a further inducement to Landlord to enter into this Lease, covenants and agrees:

- (a) Standard of Business. To conduct its business in a manner consistent with the purpose and character of the Shopping Center and in accordance with the highest standards for operating the type of business set forth in paragraph 0.22;
- (b) Maximize Gross Sales. To conduct its business in a way to maximize the amount of Gross Sales;

- (c) Complete Inventory. To maintain and provide on the Premises a full and complete inventory of the kind and quality of merchandise appropriate for each season;
- (d) Full Staff. To employ and maintain on the Premises a full staff of clerks, salespersons and others sufficient for the service and convenience of Tenant's customers;
- (e) Advertising. To do such advertising and to display such merchandise in an attractive manner that is consistent with the design and character of the Shopping Center;
- (f) Appearance. To keep the Premises clean and attractive in appearance at all times and to keep any refuse in proper containers in the interior of the Premises and out of sight until same is removed;
- (g) Credit Cards. To subscribe to and accept for purchase at least two (2) of the credit card companies known as VISA, Carte Blanche, MasterCard, American Express or such other credit card that may be approved by Landlord;
- (h) Vending Machines. To place no merchandise, vending or game machines, sign or other thing of any kind in the vestibule or entry of the Premises or on the sidewalks, balconies or other Common Areas adjacent thereto or elsewhere on the exterior of the Premises;
- (i) Fire Sales. To permit no auction, fire, bankruptcy, litigation, damaged goods or similar sales in the Premises;
- (j) Insurance. To neither do nor suffer anything to be done or kept in or about the Premises which contravenes Landlord's insurance policies or increases the premiums therefore;
- (k) Sounds. To permit no reproduction of sound which is audible outside the Premises nor permit odors to be unreasonably dispelled from the Premises;
- (l) Parking. To park Tenant's vehicles and to require all employees to park vehicles only in such places as may be designated from time to time by Landlord for the use of Tenant and its employees;
- (m) Loading. To neither load, unload nor permit the loading or unloading of merchandise, equipment or other property from any doors of the Premises that open onto the Common Areas in front of the Premises;
- (n) Heating and Cooling. To adequately heat and cool the Premises;
- (o) Solicitation. To solicit no business in the Common Areas, nor distribute handbills or other advertising matter to customers, nor place the same in or on automobiles in the Common Areas;
- (p) Compliance with Laws. To comply with all applicable ordinances, rules, regulations, orders and requirements of all federal, state and municipal governments which relate to the Premises or the business Tenant conducts on or from the Premises and with any direction, pursuant to law, of any public officer which shall impose upon Tenant any duty with respect to the Premises or the use and occupation thereof; and
- (q) Compliance with Rules. To comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Premises, the Common Areas, and other facilities and buildings that comprise the Shopping Center.

1.04. Term.

- (a) Term. The Lease begins on the date specified in paragraph 0.10 (the Commencement Date”). The Lease ends at 11:59 p.m. on the date specified in paragraph 0.12 (hereafter “Termination Date”), unless ended earlier under this Lease. Within thirty (30) days after the Commencement Date Tenant and Landlord shall confirm in writing the Lease’s Commencement Date and Termination Date. The term of this Lease is referred to herein as the “Term.”
- (b) Delayed Possession. Tenant may cancel this Lease if Landlord cannot deliver actual possession of the Premises by sixty (60) days after the Commencement Date. To cancel, Tenant must give notice to Landlord within ten (10) days after the Commencement Date and before Landlord gives notice to Tenant that the Premises are ready for occupancy. Within thirty (30) days after cancellation Landlord shall return to Tenant prepaid consideration including Rent and deposits.

1.05. Improvements.

Landlord shall provide the improvements stated in Landlord’s Work in Exhibit E. In all other respects, the Premises are being leased in “as is” condition. The Tenant is responsible for installing Tenant’s telephone service, fixtures and furniture and any improvements that Tenant desires. Before the Commencement Date, Landlord and Tenant shall inspect the Premises, have all systems demonstrated, and prepare a punchlist within fifteen (15) days of occupancy. The punchlist shall list incomplete, minor, or insubstantial details of construction, necessary mechanical adjustments, and needed finishing touches. Landlord will complete the punchlist items within fifteen (15) days after the Commencement Date. Landlord will correct any latent defects in Landlord’s Work as they become known, if Tenant notifies Landlord of the defect within thirty (30) days after Tenant first learns of the defect.

1.06. Rent Commencement Date.

The Tenant shall begin paying rent on the Rent Commencement Date. The Rent Commencement Date shall be the sooner of the date specified in paragraph 0.11 or opening of the Tenant’s business within the Premises for operations and conducting business.

1.07. Exclusive Uses.

- (a) Exclusives Granted to Other Tenants. Tenant is hereby notified that Landlord has granted certain other tenants of the Shopping Center the exclusive right to sell and market certain goods and services. Tenant hereby agrees that:
 - (i) it shall not sell or market from the Premises any goods or services in a manner that would violate or cause Landlord to violate any of the Exclusive Clauses; and
 - (ii) Tenant shall indemnify, protect and hold Lender harmless from and against any and all damages, costs and attorneys’ fees arising out of any claim, suit or action alleging that Tenant’s activities upon the Premises violate any of the Exclusive Clauses.

Tenant’s indemnification in this section is stipulated on the understanding that Tenant’s Permitted Use under this Lease does not and will not violate any other use exclusives granted by Landlord to other tenants of the Shopping Center.

SECTION 2 RENT AND SECURITY

2.01. Definition.

As used herein, "Rent" shall mean all Monthly Base Rent and Additional Rent, as such terms are defined below.

2.02. Monthly Base Rent.

Tenant shall pay to Landlord Rent per month initially equal to the amount set forth in paragraph 0.13 (the "Monthly Base Rent"). The Monthly Base Rent shall be paid:

- (a) in cash in legal tender of the United States of America in the form of automatic monthly electronic funds transfer, or corporate check, without advance notice, demand, offset, or deduction;
- (b) prior to the first day of each month during the Term; and
- (c) to Landlord at the address set forth in paragraph 0.03 or as Landlord may specify from time to time in writing to Tenant.

If the Term does not begin on the first day or end on the last day of a month, the Monthly Base Rent for that partial month shall be prorated by multiplying the Monthly Base Rent by a fraction, the numerator of which is the number of days of the partial month including in the Term and the denominator of which is the total number of days in the full calendar month. If the Term does not begin on the first day of a month, one full month's rental payment shall nevertheless be paid prior to the Commencement Date and the prorata reduction would apply in the second month.

2.03. Annual Escalator in Monthly Base Rent.

On the first day of the month in which the anniversary of the Commencement Date falls and again upon the first day of the same calendar month of each subsequent year thereafter, including holdover and option periods, the Monthly Base Rent shall increase by the percentage specified in paragraph 0.17, compounded annually.

2.04. Additional Rent

- (a) Payment of Additional Rent. Tenant shall pay Landlord, beginning on the Commencement Date and continuing on the first day of each calendar month, an amount equal to one-twelfth (1/12) of Tenant's Proportionate Share of the amount budgeted by Landlord for Real Estate Taxes and Operating Expenses. Landlord shall, prior to April 1 of each calendar year, provide Tenant with a budget for the Real Estate Taxes and Operating Expenses for the ensuing calendar year. Such payments shall not bear interest, may be commingled by Landlord with other funds, and shall be used to pay when due the Real Estate Taxes and Operating Expenses and to create and maintain the reserves therefore as hereinafter provided. If the payments by Tenant are insufficient to pay when due the Real Estate Taxes and Operating Expenses or are insufficient to fund the reserves as hereinafter provided for, Tenant shall pay any deficiency on demand. If the payments by Tenant are in excess of the amounts needed, the amount of such excess shall be credited to the subsequent payments for Real Estate Taxes and Operating Expenses required hereunder. All payments due from Tenant to Landlord as Tenant's Proportionate Share of Real Estate Taxes and Operating Expenses and all other amounts payable by Tenant to Landlord other than Monthly Base Rent, are referred to herein as "Additional Rent."
- (b) Tenant's Proportionate Share. As used herein, Tenant's Proportionate Share of all Real Estate Taxes and Operating Expenses shall be the total amount of such Real Estate Taxes and Operating Expenses paid or incurred during each calendar year or part thereof, multiplied by a fraction, the numerator of which shall be the number of rentable square feet of the Premises set forth in paragraph 0.09 and the

denominator of which shall be the number of rentable square feet of the entire Shopping Center (which is, as of the date of this Lease, the number set forth in paragraph 0.07).

- (c) Real Estate Taxes. As used herein, the term "Real Estate Taxes" shall include all taxes, charges, and assessments, general and special, of every nature and kind whatsoever, levied, assessed, imposed due or payable against the land, Shopping Center and all other improvements within the Shopping Center and all water and sewage charges levied, assessed, imposed, due or payable during the Term of the Lease, whether such tax, charge or assessment shall be for city, county, state, federal or any political subdivision thereof, or any other purpose whatsoever, together with any costs and fees incurred by Landlord in contesting or negotiating the same. Should any governmental agency or political subdivision impose any taxes, charges or assessments, whether or not now customary or within the contemplation of the parties hereto, either by way of substitution for taxes or assessments presently levied and assessed against the land, Shopping Center, parking spaces or cars parked upon the Land, or any other improvements within the Shopping Center or upon the Land, such taxes and assessments shall be deemed to constitute a tax or assessment for the purposes of this section. Copies of tax bills submitted by Landlord to Tenant shall be conclusive of the amount levied or assessed as Real Estate Taxes.
- (d) Operating Expenses. As used herein, the term "Operating Expenses" shall include all costs and expenses of every kind and nature paid or incurred by Landlord in operating and maintaining the Shopping Center, the Common Areas and the Land and shall further include the maintenance of the repairs and replacements required of Landlord under this Lease. Such costs and expenses may include, without limitation, those of: all utility service provided to the Shopping Center's tenants that is not separately metered; cleaning, lighting, heating, air conditioning, maintaining, repairing and replacing all areas and structures within common areas of the Shopping Center; maintaining, resurfacing, repairing, cleaning, lighting, snow and ice removal, line painting and landscaping of all vehicle parking areas and other outdoor Common Areas; the hiring of engineers, surveyors, architects and other experts in connection with the improvement or maintenance of the Shopping Center; providing security and other special services; providing public liability, property damage, fire and extended coverage and such other insurance as is to be provided by Landlord pursuant to paragraph 5.01; total compensation and benefits (including premiums for workers compensation and other insurance) paid to or on behalf of employees employed to operate or maintain the Shopping Center; personal property taxes; supplies; fire protection and fire hydrant charges; water and sewer charges; utility charges; licenses and permit fees; legal and accounting fees; supplying music to the Common Areas; reasonable depreciation of equipment used in operating and maintaining the Common Areas and rent paid for leasing any such equipment; leasing of parking, or land, together with a charge of fifteen percent (15%) of the foregoing costs in paragraphs 2.04(c) and (d) to cover costs of administration of the Shopping Center.

Notwithstanding the foregoing, Operating Expenses shall not include the following:

- (i) depreciation and amortization;
- (ii) expenses incurred by Landlord to prepare, renovate, repaint, redecorate or perform any other work in any space leased to an existing tenant or prospective tenant of the Shopping Center;
- (iii) expenses incurred by Landlord for repairs or other work occasioned by fire, windstorm, or other insurable casualty or condemnation;
- (iv) expenses incurred by Landlord to lease space to new tenants or to retain existing tenants, including, without limitation, leasing commissions, advertising and promotional expenditures;

- (v) expenses incurred by Landlord to resolve disputes, enforce or negotiate lease terms with prospective or existing tenants or in connection with any financing, sale or syndication of the Shopping Center;
- (vi) interest, principal, points and fees, amortization or other costs associated with any debt and rent payable under any lease to which this Lease is subject and all costs and expenses associated with any such debt or lease and any ground lease rent, irrespective of whether this Lease is subject or subordinate thereto;
- (vii) expenses incurred for the repair, maintenance or operation of any pay parking garage, including, but not limited to salaries and benefits of any attendants, electricity, insurance and taxes;
- (viii) cost of alterations, capital improvements, equipment replacement and other items which under generally accepted accounting principles (hereinafter referred to as "GAAP") are properly classified as capital expenditures;
- (ix) expenses for the replacement of any item covered under warranty;
- (x) cost to correct any penalty or fine incurred by Landlord due to Landlord's violation of any federal, state, or local law or regulation and any interest or penalties due for late payment by Landlord of any of the Shopping Center Operating Expenses;
- (xi) cost of repairs necessitated by Landlord's negligence or willful misconduct;
- (xii) cost of correcting any latent defects or original design defects in the Shopping Center's construction, materials or equipment;
- (xiii) expenses for any item or service which Tenant pays directly to a third party or separately reimburses Landlord and expenses incurred by Landlord to the extent the same are reimbursable or reimbursed from any other tenants, occupants of the Shopping Center or third parties;
- (xiv) expenses for any item or service not provided to Tenant, but provided to certain other tenants in the Shopping Center;
- (xv) a Shopping Center administration fee for the Shopping Center in excess of fifteen percent (15%) of other Operating Expenses (exclusive of capital expenditures, tenant reimbursements and ancillary income from other tenants [e.g., income from antennae, or satellite dishes, paid parking, security deposits and interest thereon, etc., and exclusive of such Center management fee]) for the relevant calendar year;
- (xvi) salaries of employees above the grade of Shopping Center superintendent or Shopping Center manager or similar titles;
- (xvii) the portion of employee expenses which reflects that portion of such employee's time which is not spent directly and solely in the operation of the Shopping Center; Landlord's general corporate overhead and administrative expenses except if it is incurred solely for the benefit of the Shopping Center;
- (xviii) business interruption insurance and rental value insurance;
- (xix) reserves;

- (xx) fees paid to affiliates of Landlord to the extent that such fees exceed the customary amount charges for the services provided;
 - (xxi) any additional operating expenses incurred by Landlord relative to any declaration of covenants or restrictions to which the Shopping Center may be subject;
 - (xxii) costs of sculptures, paintings, and other objects of art;
 - (xxiii) costs associated with the removal of substances considered to be detrimental to the environment or the health of occupants of the Shopping Center; and
 - (xxiv) other items not customarily included as operating expenses for operations that are similar to the Shopping Center.
- (e) Utilities. Tenant shall pay, when due, all charges and costs of services for sewer, water, gas, electricity and any other utilities used in connection with the Premises if separately metered. Tenant shall heat and air condition the Premises at its expense, if separately metered, and shall always keep a sufficient amount of heat in the Premises to prevent any harm or damage thereto.
 - (f) Personal Property Tax. Before delinquency Tenant shall pay taxes assessed during the Term against trade fixtures or personal property placed by Tenant in the Premises. If these taxes are assessed against the Shopping Center, Tenant shall pay its share of the taxes to Landlord within ten (10) days after receiving Landlord's written statement setting forth the amount of taxes applicable to Tenant's property and the basis for the charge to Tenant. Tenant's failure to pay within the ten-day period shall entitle Landlord to the same remedies it has upon Tenant's failure to pay Rent.
 - (g) A food service tenant shall directly contract for monthly pest control and quarterly HVAC filter changes and degreasing, and roof degreasing at Tenant's own cost, and shall provide Landlord a copy of said contracts prior to occupancy.

2.05. Percentage Rent.

NONE. (Intentionally deleted)

2.06. Late Payment.

If Tenant fails to pay part or all of the Monthly Base Rent or Additional Rent within five (5) days of the due date, the Tenant shall also pay:

- (a) A late charge equal to six percent (6%) of the unpaid amount due, plus
- (b) Interest at fifteen percent (15%) per annum or the maximum then allowed by applicable law, whichever is less, on the remaining unpaid balance, retroactive to the date originally due until paid.

2.07. Security Deposit.

- (a) Amount. Tenant shall pay to Landlord a security deposit (the "Security Deposit") in the amount equal to one (1) month's Monthly Base Rent payable upon Tenant's execution of this Lease to secure Tenant's performance of Tenant's Lease obligations. If Tenant defaults, Landlord may, after giving ten (10) days advance notice to Tenant, without prejudice to Landlord's other remedies, apply part or all of the Security Deposit to cure Tenant's default. If Landlord so uses

part of all of the Security Deposit, then Tenant shall, within ten (10) days after written demand, pay Landlord the amount used to restore the Security Deposit to its original amount.

- (b) Interest. Landlord may mix the Security Deposit with its own funds or may maintain the funds in a segregated account that may earn interest. The Security Deposit shall not bear interest to Tenant in any case.
- (c) Return. Any part of the Security Deposit not used by Landlord as permitted by this paragraph shall be returned to Tenant. For any unreturned portion, Landlord shall provide a written list of items deducted and an explanation as to why.
- (d) Transfer. If Landlord sells the Shopping Center then Landlord shall be relieved of any liability for the Security Deposit if the requirements of paragraph 5.03(a) are met so long as Landlord transfers the Security Deposit to the new owner, which Landlord shall be explicitly obligated to do so.

SECTION 3 AFFIRMATIVE OBLIGATIONS

3.01. Compliance with Laws.

- (a) Landlord's Compliance. Landlord warrants that on the Commencement Date the Premises will comply with all applicable laws, ordinances, rules, and regulations of governmental authorities (hereafter "Applicable Laws"). During the Term, Landlord shall comply with all Applicable Laws regarding the Premises and Building except to the extent Tenant must comply under paragraph 3.01(b).
- (b) Tenant's Compliance. Tenant shall comply with all Applicable Laws
 - (i) regarding the physical condition of the Premises, but only to the extent the Applicable Laws pertain to the particular manner in which Tenant uses the Premises; or
 - (ii) that do not relate to the physical condition of the Premises but relate to the lawful use of the Premises and with which only the occupant can comply, such as laws governing maximum occupancy, workplace smoking, and illegal business operations, such as gambling.

3.02. Services and Utilities.

- (a) Services. Landlord shall provide as part of Operating Expenses:
 - (i) heating, ventilation, and air conditioning (hereafter "HVAC") for the Premises during business hours to maintain temperatures for comfortable use and occupancy (Exhibit D);
 - (ii) hot and cold water sufficient for drinking, lavatory, toilet, and ordinary cleaning purposes to be drawn from fixtures in the Shopping Center;
 - (iii) electricity to the Premises during business hours that provides electric current in reasonable amounts necessary for normal store use, lighting, and HVAC;
 - (iv) replacement of lighting tubes, lamp ballasts, and bulbs (except for Tenant's personal lamping);

- (v) extermination and pest control when necessary (except for a food service tenant);
- (vi) maintenance of Common Areas in a manner comparable to other comparable shopping centers in the Madison area. The maintenance shall include cleaning, HVAC, illumination, snow shoveling, de-icing, repairs, replacements, lawn care, and landscaping;
- (vii) non-alarm security system that automatically locks and unlocks the Shopping Center's main entry at preset hours; and
- (viii) surface parking for Tenant's non-exclusive use. Specific parking spaces shall not be assigned unless Tenant pays Additional Rent of fifty dollars (\$50.00) per month per reserved space. The fifty dollars (\$50.00) per month charge is subject to increase no more than once per year and not to exceed five percent (5%) annually.

Landlord may cause any of the utility services listed above to be separately metered. In such case such services shall be paid for directly by Tenant rather than included in Operating Expenses.

- (b) **Business Hours.** Provided that other Shopping Center retail tenants are similarly required, Tenant shall keep its store in the Premises open for business during the regular and customary hours that such businesses are open for business, but at least from 10:00 a.m. to 9:00 p.m. on Monday through Friday, 10:00 a.m. to 5:30 p.m. on Saturday and Sunday, but excluding the following holidays or the days on which the holidays are designated for observance: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day.
- (c) **After Hour Access.** Tenant, its employees, agents, and invitees shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week. During nonbusiness hours Landlord may restrict access by requiring persons to show a badge or identification card issued by Landlord or by other security control mechanism. Landlord may temporarily close the Shopping Center if required because of a life-threatening or Shopping Center-threatening situation. Landlord shall use its best efforts to close the Shopping Center during nonbusiness hours only.
- (d) **Extra Services.** Whenever Landlord knows that any tenant (including Tenant) is using extra services because of either nonbusiness hours use or high electricity consumption installations as compared to other tenants, Landlord will directly charge that tenant for the extra use and exclude those charges from Operating Expenses. Extra services include, but are not limited to:
 - (i) Nonbusiness Hours Use of HVAC and electricity by Tenant.
 - (ii) **Excess Utility Use.** Tenant shall not place or operate in the Premises any electrically operated equipment or other machinery, other than typewriters, personal computers, adding machines, reproduction machines, and other machinery and equipment normally used in retail establishments, unless Tenant receives Landlord's advance written consent. Landlord shall not unreasonably withhold or delay its consent but Landlord may require payment for the extra use of electricity caused by operating this equipment or machinery. Landlord may require that special, high electricity consumption installations of Tenant such as computer or reproduction facilities (except personal computers or normal office photocopy machines) be separately sub-metered for electrical consumption at Tenant's cost.
 - (iii) **Additional Items.** Additional items requested by Tenant and not included in the services described in paragraph 3.02(a).
 - (iv) **Payment.** Tenant's charges for the utilities provided under paragraphs 3.02(d)(i), (ii) and (iii) above shall be considered Additional Rent and shall be equal to one hundred and ten

percent (110%) of Landlord's actual cost of labor and utilities if the cost exceeds five hundred dollars (\$500.00); otherwise, if the cost is less than \$500, the percentage shall be one hundred and fifteen percent (115%).

- (e) Interruption of Services. Landlord does not warrant that any services Landlord supplies will not be interrupted. Services may be interrupted because of accidents, adverse weather, repairs, alterations, improvements, or any reason beyond the reasonable control of Landlord. Any interruption shall not:
 - (i) be considered an eviction or disturbance of Tenant's use and possession of the Premises;
 - (ii) make Landlord liable to Tenant for damages;
 - (iii) abate Rent; or
 - (iv) relieve Tenant from performing Tenant's Lease obligations.
- (f) Change of Utility Provider.
 - (i) Landlord has advised Tenant that presently Madison Gas & Electric Company is the utility company selected by Landlord to provide electricity service for the Shopping Center. Notwithstanding the foregoing, if permitted by law, Landlord shall have the right at any time and from time to time during the Term to either contract for services from a different company or companies providing electricity service (or other services including, but not limited to, telephone, gas, water, sewer) (each such company shall hereafter be referred to as an "Alternative Service Provider") or continue to contract for service from Madison Gas & Electric Company.
 - (ii) Tenant shall cooperate with Landlord, Madison Gas & Electric Company, and any Alternate Service Provider at all times and, as reasonably necessary, shall allow Landlord, Madison Gas & Electric Company, and any Alternate Service Provider reasonable access to the Premises and the Shopping Center's and the Tenant's electric lines, feeders, risers, wiring, and any other machinery within the Premises.
- (g) Telecommunications Services. Tenant may, in Tenant's sole judgment but subject to Landlord's approvals described below, select any telecommunications service carrier to provide voice and data communications service. Tenant shall be responsible for payment of all services provided by the carrier selected. Landlord shall not charge a premium, percentage of revenues, access charge, or rent to either Tenant or the service carrier for the use of any existing telephone closet or equipment room to provide such service to Tenant and Tenant's carrier shall have full access to all interior Building facilities (other than those located entirely within premises leased to another tenant) provided to any other telecommunications service company. The right granted to Tenant under paragraph 3.02(g) is subject to the following conditions:
 - (i) any agreement that the telecommunications carrier may require Landlord to execute shall be acceptable in all respects to Landlord and its legal counsel;
 - (ii) all plans and specifications for the installation within the Building or Premises of any equipment and for any wiring, cables, risers and similar installations (the "Wiring") including any trenching, excavating, or construction work within the Building or Premises, shall be subject to Landlord's prior written approval, which shall not be unreasonably withheld. Tenant shall promptly restore any portion of the Building or grounds that is disturbed by such installation to its preexisting condition, and Landlord may, at its discretion, require that Tenant post a bond or provide other acceptable security to secure such restoration by Tenant;

- (iii) if the plans and specifications for the installation of the Wiring require access to any space leased to other tenants of the Building, Tenant shall, prior to commencement of such installation, obtain written permission from all such other tenants to have access to such other space;
- (iv) Landlord retains the right to charge Additional Rent for a T-1 or other high-speed communications line into the Building if said T-1 or other high-speed communication line is paid for by Landlord; and
- (v) upon the expiration or earlier termination of this Lease, Tenant shall, at Tenant's sole cost, remove all of the Wiring from the Premises, Building and grounds that is disturbed by such installation to its preexisting condition. If, however, prior to the expiration or earlier termination of this Lease, Landlord notified Tenant that Landlord elects to retain the Wiring, then Tenant agrees that Tenant shall surrender all of the Wiring to Landlord, free and clear of all liens and encumbrances, in good condition, working order, properly labeled at each end and in each telecommunications/electrical closet and junction box, and in safe condition.

3.03. Repairs and Maintenance.

- (a) Tenant's Care of Premises. Tenant shall, at its expense, perform all maintenance repairs and or replacements to the Premises required during the term of this Lease to keep all systems in proper working order and shall, without limitation, by reason of specification, keep and maintain the store front, windows and doors, heating, air conditioning and ventilation systems and equipment, plumbing, electrical and other facilities and equipment installed by either Landlord or Tenant in good working condition and repair. Tenant shall notify Landlord in writing of any condition with respect to which Landlord is required to make repairs. If Tenant refuses or neglects to repair or care for the Premises as required hereunder and to reasonable satisfaction of Landlord as soon as reasonably possible after written demand, Landlord may make such repairs without liability to Tenant for any loss or damage that may accrue to Tenant's merchandise, fixtures, or other property or to Tenant's business by reason thereof and, upon completion thereof, Tenant shall pay as Additional Rent, Landlord's costs for making such repairs plus twenty percent (20%) for overhead, upon presentation of invoice therefore. When used in this paragraph, the term "repairs" shall include replacements and renewals when necessary and such "repairs" shall be equal in quality and class of original work. Tenant shall:
 - (i) provide service contracts on all heating and air conditioning units directly serving the Premises, changing filters, checking belts, and oiling units a minimum of four (4) times per year, including cleaning of grease traps, and Tenant shall provide Landlord with evidence of said service contracts;
 - (ii) keep the Premises clean and in good order, including replacement of light bulbs, window washing, and periodic painting as necessary. If Tenant is a food service business, keeping the Premises clean shall include not only the interior, but also the exterior store front entrance and adjacent sidewalk and parking lot area. This area is to be cleaned, at a minimum, on a daily basis. Tenant may utilize trash and recycle containers provided by Landlord for such purpose. If utilized by Tenant and its customers for a food service business, Tenant is obligated to empty containers daily;
 - (iii) make repairs and replacements to the Premises or Shopping Center needed because of Tenant's misuse or negligence;

- (iv) repair and replace special equipment or decorative treatments above the standard building finish package described in Exhibit E (“Shopping Center Standard”) installed by or at Tenant’s request and that serve the Premises only, except to the extent the repairs or replacements are needed because of Landlord’s misuse or primary negligence, and are not covered by Tenant’s insurance or the insurance Tenant is required to carry under Section 5, whichever is greater;
 - (v) Tenant shall not walk upon the roof nor shall Tenant penetrate the roof or exterior walls of the Shopping Center nor shall Tenant place any equipment (HVAC, antennas, satellite dishes or other) on the roof or Shopping Center exterior, without Landlord’s written approval, and if Tenant does so, Tenant shall pay Landlord all costs of removal and/or repair upon invoicing by Landlord including paying Landlord for a service contract for the roof for the life of the Lease; and
 - (vi) not commit waste.
- (b) Landlord’s Repairs. Except for repairs and replacements that Tenant must make under paragraph 3.03(a), Landlord shall pay for and make all other repairs and replacements to the Premises, Common Areas and Shopping Center (including Shopping Center fixtures and equipment).

Landlord shall make the repairs and replacements to maintain the Shopping Center in a condition comparable to other shopping centers in the City of Madison, except that Tenant shall make all repairs and replacements of those areas under Tenant’s exclusive control and use. Landlord’s maintenance shall include the roof, foundation, exterior walls, interior structural walls, all structural components, and all systems, such as mechanical, electrical, HVAC, and plumbing, roof covering, concrete slab, unexposed electric and plumbing, except as set forth in paragraph 3.03(a)(i). Tenant is responsible for routine maintenance and repair of HVAC. Landlord is responsible for replacement of HVAC units if needed.

- (c) Time for Repairs. Repairs or replacements required under paragraphs 3.03(a) or (b) shall be made within a reasonable time (depending on the nature of the repair or replacement needed) after Landlord’s receiving notice or having actual knowledge of the need for a repair or replacement.
- (d) Surrendering the Premises. Upon the Termination Date or the date the last extension Term, if any, ends, whichever is later, Tenant shall surrender the Premises to Landlord in the same broom clean condition that the Premises were in the Commencement Date except for:
 - (i) ordinary wear and tear;
 - (ii) damage by the elements, fire, and other casualty unless Tenant would be required to repair under paragraph 3.03(a);
 - (iii) condemnation;
 - (iv) damage arising from any cause not required to be repaired or replaced by Tenant; and
 - (v) alterations as permitted by this Lease unless consent was conditioned on their removal.

On surrender Tenant shall have the carpet professionally shampooed and shall remove from the Premises its personal property, trade fixtures, and any alterations required to be removed under paragraph 4.01 and repair any damage to the Premises caused by the removal. Any items not removed by Tenant as required above shall be considered abandoned. Landlord may dispose of abandoned items as Landlord chooses and bill Tenant for the cost of their disposal, minus any revenues received by Landlord for their disposal.

SECTION 4 NEGATIVE OBLIGATIONS

4.01. Alterations.

- (a) Definitions. "Alterations" means alterations, additions, substitutions, installations, changes, and improvements, but excludes minor decorations and the Improvements Landlord is to make under paragraph 1.05 and Exhibits D and E.
- (b) Consent. Tenant shall not make Alterations without the Landlord's advance written consent. Landlord's consent shall not be unreasonably withheld or unduly delayed for nonstructural interior Alterations to the Premises that do not adversely affect the Shopping Center's appearance, value, and structural strength. Notwithstanding the foregoing, Tenant shall be permitted to make interior non-structural alterations costing less than ten thousand dollars (\$10,000.00) without the consent of Landlord provided such alterations comply with the requirements stipulated paragraph 4.01(c)(ii) below. Tenant's Alterations shall be in compliance with all applicable construction and building codes.
- (c) Conditions of Consent. Landlord may condition its consent in paragraph 4.01(b) on all or any part of the following:
 - (i) Tenant shall furnish Landlord with reasonably detailed plans and specifications of the Alterations;
 - (ii) the Alterations shall be performed and completed:
 - (A) in accordance with the submitted plans and specifications;
 - (B) in a workmanlike manner;
 - (C) in compliance with all applicable laws, regulations, rules, ordinances, and other requirements of governmental authorities;
 - (D) using new materials and installations at least equal in quality to the original Shopping Center materials and installations;
 - (E) by not disturbing the quiet possession of the other tenants;
 - (F) by not interfering with the construction, operation, or maintenance of the Shopping Center; and
 - (G) with due diligence;
 - (iii) Tenant shall use workers and contractors who Landlord employs or approves in writing, which approval shall not be unreasonably withheld or unduly delayed;
 - (iv) Tenant shall modify plans and specifications because of reasonable conditions set by Landlord after reviewing the plans and specifications;
 - (v) Tenant's contractors shall carry builder's risk insurance in an amount then customarily carried by prudent contractors and workers' compensation insurance for its employees in statutory limits;
 - (vi) Tenant's workers or contractors shall work in harmony and not unreasonably interfere with Landlord's workers or contractors or other tenants and their workers or contractors;

- (vii) if the Alterations' estimated cost exceeds ten thousand dollars (\$10,000.00), Tenant shall supply a lien and completion bond, bank letter of credit, or other security reasonably satisfactory to Landlord, in an amount equal to the estimated cost to insure Landlord against materials and mechanics' liens and against completion of the Alterations;
 - (viii) Tenant shall give Landlord at least fifteen (15) days advance notice before beginning any Alterations so that Landlord may post or record notices of nonresponsibility;
 - (ix) upon demand Tenant shall give Landlord evidence that it complied with any condition set by Landlord;
 - (x) Tenant shall give Landlord complete as-built mylar drawings of the Alterations after they are finished; and
 - (xi) Tenant shall remove the Alterations, unless directed in writing by Landlord not to do so, and repair any damage from their removal by the Termination Date, or the date the last extension Term ends, if any, whichever is later.
- (d) Payment and Ownership of the Alterations. Alterations made under this paragraph shall be at Tenant's expense. Any Alterations that Landlord has directed shall not be removed, shall belong to Landlord. All other Alterations shall be removed by Tenant by the Termination Date. Nevertheless, Tenant may remove its trade fixtures, furniture, equipment, and other personal property if Tenant promptly repairs any damage caused by their removal.

4.02. Assignment and Subleasing.

- (a) Consent Required. Tenant shall not transfer, mortgage, encumber, assign, or sublease all or part of the Premises without Landlord's advance written consent. Landlord's consent to any assignment or sublease shall not be unreasonably withheld or unduly delayed. Tenant acknowledges that such consent is conditioned upon the Shopping Center's mortgagee's consent as well. If Tenant requests Landlord's consent to an assignment or sublease, then Tenant shall pay to Landlord, as additional rent, an amount reflective of the work involved with said assignment or sublease. This amount shall be seven percent (7%) of the remaining rent balance to the end of the Term. Tenant shall be invoiced for this amount and said invoice shall be paid to Landlord prior to Landlord agreeing to any sublet or assignment, and shall be deemed earned by Landlord whether or not Landlord consents to the assignment or sublease.
- (b) Reasonableness. The Landlord's consent shall not be considered unreasonably withheld if:
 - (i) the proposed subtenant's or assignee's financial net worth, responsibility and creditworthiness does not meet the same criteria Landlord uses to select comparable Shopping Center tenants;
 - (ii) the proposed subtenant's or assignee's business is not suitable for the Shopping Center considering the business of the other tenants and the Shopping Center's prestige;
 - (iii) the proposed use is inconsistent with the use permitted by paragraph 1.03; or
 - (iv) the proposed subtenant or assignee does not have at least three (3) years of experience in the management of such proposed subtenant's or assignee's business.
- (c) Procedure.

- (i) Tenant must provide Landlord in writing:
 - (A) the name and address of the proposed subtenant or assignee;
 - (B) the nature of the proposed subtenant's or assignee's business it will operate in the Premises;
 - (C) the terms of the proposed sublease or assignment; and
 - (D) reasonable financial information including balance sheet, income statement, and credit report so that Landlord can evaluate the proposed subtenant or assignee under paragraph 4.02(b)(i).
- (ii) Landlord shall, within ten (10) business days after receiving the information under paragraph 4.02(c)(i), give notice in writing to Tenant to permit or deny the proposed sublease or assignment. If Landlord denies consent, it must explain the reasons for the denial. If Landlord does not give notice within the ten (10) business day period, then Tenant may sublease or assign part or all of the Premises upon the terms Tenant gave in the information under paragraph 4.02(c)(i).
- (iii) Tenant shall pay to Landlord, Landlord's actual costs of reviewing Tenant's request for consent, including, without limitations, Landlord's legal and accounting fees.
- (d) Affiliates. Notwithstanding paragraphs 4.02(a), (b) and (c), Tenant may assign or sublease part of or all of the Premises without Landlord's consent to:
 - (i) any corporation, limited liability company, or partnership that controls, is controlled by or is under common control with Tenant; or
 - (ii) any corporation resulting from the merger or consolidation with Tenant or to any entity that acquires all of Tenant's assets as a going concern of the business that is being conducted on the Premises, as long as the assignee or sublessee is a bona fide entity and assumes the obligations of Tenant.
- (e) Conditions. Subleases and Assignments by Tenant are also subject to:
 - (i) the terms and conditions of this Lease;
 - (ii) the term of any Sublease shall not extend beyond the Lease Term;
 - (iii) Tenant shall remain liable for all Lease obligations; and
 - (iv) any consideration paid to Tenant for the Sublease or Assignment that exceeds the amount Tenant must pay Landlord as Rent under this Lease (the "Excess Consideration") shall be paid to Landlord. Where a part of the amount is to be prorated, where a part of the Premises is subleased or assigned, there shall be a prorationing of the Rent payable under this Lease and the rent payable under the Assignment or the Sublease to determine whether Excess Consideration is payable to Landlord. Excess Consideration shall exclude reasonable leasing commissions paid by Tenant, payments attributable to the amortization of the cost of Tenant improvements made to the Premises at Tenant's cost for the assignee or sublessee, and other reasonable, actual cash out-of-pocket costs paid by Tenant, such as attorneys' fees directly related to Tenant's obtaining an assignee or subtenant. Tenant shall pay this Excess Consideration to Landlord at the end of each calendar year during which Tenant collects any Excess Consideration. Each payment shall be sent with a detailed statement showing:

- (A) the total consideration paid by the subtenant or assignee, and
 - (B) any exclusions from consideration permitted by this paragraph.
- (f) No Release. Landlord's consent to any assignment or sublease shall not release or reduce Tenant's liability for performance of its obligations under this Lease.

Notwithstanding anything in this Lease to the contrary, Tenant shall be permitted to sublease this Lease or sublet the Premises without the consent of Landlord provided:

- (a) Tenant continues to be liable for Tenant's lease obligations; and
- (b) the Permitted Use of the Premises does not change.

SECTION 5 INSURANCE

5.01. Insurance.

- (a) Landlord's Building Insurance. Landlord shall keep the Shopping Center, including the improvements (paragraph 1.05 and Exhibits D and E), insured against damage and destruction by fire, earthquake, vandalism, and other perils in the amount of the full replacement value of the Shopping Center, as the value may exist from time to time. The insurance shall include an extended coverage endorsement of the kind required by an institutional lender to repair and restore the Shopping Center.
- (b) Property Insurance. Each party shall keep its personal property and trade fixtures in the Premises and Shopping Center insured with "all risks" a/k/a "special form" insurance in an amount to cover one hundred percent (100%) of the replacement cost of the property and fixtures. Tenant shall also keep any non-Shopping Center Standard improvements made to the Premises at Tenant's request insured to the same degree as Tenant's personal property.
- (c) Commercial General Liability Insurance. Tenant shall procure and maintain at its expense policies of commercial general liability insurance in an amount of not less than two million dollars (\$2,000,000.00) for death or injury to one person; three million dollars (\$3,000,000.00) for death or injury to more than one person; and one million dollars (\$1,000,000.00) for property damage, written on an occurrence basis (if available) and not on a claims made basis.
- (d) Waiver of Subrogation. Each party waives claims arising in any manner in its (hereafter "Injured Party's") favor and against the other party for loss or damage to Injured Party's property located within or constituting a part or all of the Shopping Center. This waiver applies to the extent the loss or damage is covered by:
 - (i) the Injured Party's insurance; or
 - (ii) the insurance the Injured Party is required to carry under this Section 5, whichever is greater. The waiver also applies to each party's directors, officers, employees, shareholders, and agents. The waiver does not apply to claims caused by a party's willful misconduct. If despite a party's best efforts it cannot find an insurance company meeting the criteria in paragraph 5.01(g) that will give the waiver at reasonable commercial rates, then it shall give notice to the other party within thirty (30) days after the Lease's Commencement Date. The other party shall then have thirty (30) days to find an insurance company that will issue the waiver. If the other party also cannot find such an

insurance company, then both parties shall be released from their obligation to obtain the waiver.

- (e) Increase in Insurance. The amounts of coverage required by this Lease are subject to review at the end of each five-year period following the Commencement Date or beginning of the option renewal period, whichever is sooner. At each review, if necessary to maintain the same level of coverage that existed on the Commencement Date, the amounts of coverage shall be increased to be equal to the amounts of coverage carried by prudent landlords and tenants of comparable shopping centers in the Madison area, as determined by Landlord.
- (f) Insurance Increase. If due to Tenant's particular use of the Premises the Landlord's insurance rates are increased, Tenant shall pay the increase.
- (g) Insurance Criteria. Insurance policies required of Tenant this Lease shall:
 - (i) be issued by insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of at least B+ and a financial size of no less than VIII available on the Lease Expiration Date. If the Best's ratings are changed or discontinued, the parties shall use an equivalent method of rating insurance companies selected by Landlord;
 - (ii) name Landlord and any mortgage designated by Landlord as an additional insured; other landlords or tenants may also be added as additional insurers in a blanket policy;
 - (iii) provide that the insurance not be canceled or materially changed in the scope or amount of coverage unless thirty (30) days advance notice is given Landlord;
 - (iv) be primary policies – not as contributing with, or in excess of, the coverage that Landlord may carry;
 - (v) be permitted to be carried through a “blanket policy” or “umbrella” coverage;
 - (vi) have deductibles not greater than five thousand dollars (\$5,000.00); and
 - (vii) be maintained during the entire Term and any extension Terms.
- (h) Evidence of Insurance. By the Commencement Date and upon each renewal of its insurance policies, Tenant shall give the original or a certificate of insurance to Landlord. The certificates shall specify amounts, types of coverage, the waiver of subrogation, and the insurance criteria listed in paragraph 5.01(g). The policies shall be renewed or replaced and maintained by Tenant. If Tenant fails to give the required certificate within thirty (30) days after notice of demand for it, Landlord may obtain and pay for that insurance and receive reimbursement from Tenant.

5.02. Indemnification.

- (a) Tenant's Indemnity – Premises. Tenant indemnifies, defends, and holds Landlord harmless from claims:
 - (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Premises;
 - (iii) whether or not caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees, except that when the claim is caused by the joint negligence or willful misconduct Landlord and Tenant (“Tenant” for this purpose including Tenant's

agents, employees, or invitees), Tenant's duty to defend, indemnify, and hold Landlord harmless shall be in proportion to Tenant's allocable share of the joint negligence or willful misconduct.

- (b) Tenant's Indemnity – Shopping Center and Common Areas. Tenant indemnifies, defends and holds Landlord harmless from claims:
 - (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Shopping Center and Common Areas; and
 - (iii) to the extent caused by the negligence or willful misconduct of Tenant, its agents, employees, or invitees.

Landlord's Indemnity. Landlord indemnifies, defends and holds Tenant harmless from claims:

- (i) for personal injury, death, or property damage;
 - (ii) for incidents occurring in or about the Premises, Shopping Center and Common Areas; and
 - (iii) to the extent caused by the negligence or willful misconduct of Landlord, its agents, employees, or invitees except that when the claim is caused by the joint negligence or willful misconduct of Landlord and Tenant or Landlord and a third party unrelated to Landlord, except Landlord's agents, employees, or invitees, Landlord's duty to defend, indemnify, and hold Tenant harmless shall be in proportion to Landlord's allocable share of the joint negligence or willful misconduct.
- (d) Release of Claims, Notwithstanding paragraphs 5.02(a), (b) and (c), the parties release each other from any claims either party ("Injured Party") has against the other. This release is limited to the extent the claim is covered by the Injured Party's insurance or the insurance the Injured Party is required to carry under Section 5, whichever is greater.

5.03. Limitation of Landlord's Liability.

- (a) Transfer of Premises. If the Shopping Center is sold or transferred, voluntarily or involuntarily, Landlord's Lease obligations and liabilities accruing after the transfer shall be the sole responsibility of the new owner.
- (b) Liability for Money Judgment. If Landlord, its employees, officers, or partners are ordered to pay Tenant a money judgment because of Landlord's default, then except in those instances listed in paragraph 5.02(c), Tenant's sole remedy to satisfy the judgment shall be:
 - (i) Landlord's interest in the Shopping Center and Land including the net operating income less expenses and debt service and net proceeds from sale less expenses; and
 - (ii) any insurance or condemnation proceeds received because of damage or condemnation to, or of, the Shopping Center or Land that are available for use by Landlord.
- (c) Exceptions. Paragraph 5.03(b) does not apply when:
 - (i) Landlord failed to apply insurance or condemnation proceeds as required by the Lease; or
 - (ii) Landlord misappropriated escrow funds.

SECTION 6 LOSS OF PREMISES

6.01. Damages.

- (a) Definition. “Relevant Space” means:
 - (i) the Premises as defined in paragraph 1.02, excluding Tenant’s non-Shopping Center Standard fixtures;
 - (ii) access to the Premises; and
 - (iii) any part of the Shopping Center that provides essential services to the Premises.
- (b) Repair of Damage. If the Relevant Space is damaged in part or whole from any cause and the Relevant Space can be substantially repaired and restored within one hundred and twenty (120) days from the date of the damage using standard working methods and procedures, as determined by Landlord in its sole discretion, Landlord shall at its expense promptly and diligently repair and restore the Relevant Space to substantially the same condition as existed before the damage. This repair and restoration shall be made within one hundred and twenty (120) days from the date of the damage unless the delay is due to causes beyond Landlord’s reasonable control. If the Relevant Space cannot be repaired and restored within one hundred and twenty (120) day period, as determined by Landlord in its sole discretion, then either party may, within thirty (30) days after determining that the repairs and restoration cannot be made within one hundred and twenty (120) days, as prescribed in paragraph 6.01(c), cancel the Lease by giving notice to the other party. Tenant shall not be able to cancel this Lease if its willful misconduct causes the damage unless Landlord is not promptly and diligently repairing and restoring the Relevant Space.
- (c) Determining the Extent of Damage. Landlord shall notify Tenant in writing within sixty (60) days following the damage whether the repairs and restoration described in paragraph 6.01(b) will take more than one hundred and twenty (120) days to make.
- (d) Abatement. Unless the damage is caused by Tenant’s willful misconduct, the Rent shall abate in proportion to that part of the Premises that is unfit for use in Tenant’s business. The abatement shall consider the nature and extent of interference to Tenant’s ability to conduct business in the Premises and the need for access and essential services. The abatement shall continue from the date the damage occurred until thirty (30) days after Landlord completes the repairs and restoration to the Relevant Space or the part rendered unusable and notice to Tenant that the repairs and restoration are completed, or until Tenant again uses the Premises or the part rendered unusable, whichever is first.
- (e) Tenant’s Property. Notwithstanding anything else in Section 6, Landlord is not obligated to repair or restore damage to Tenant’s trade fixtures, furniture, equipment, or other personal property, or any Tenant improvements.
- (f) Damage to Shopping Center. If:
 - (i) more than forty percent (40%) of the Shopping Center is damaged and the Landlord decides not to repair and restore the Shopping Center;
 - (ii) any mortgagee of the Shopping Center shall not allow adequate insurance proceeds for repair and restoration;

- (iii) the damage is not covered by Landlord's insurance required by paragraphs 5.01(a) and (b); or
- (iv) more than forty percent (40%) of the Shopping Center is damaged and the Landlord decides not to repair and restore the Shopping Center and the Lease is in the last twelve (12) months of its Term, then Landlord may cancel this Lease. To cancel, Landlord must give notice to Tenant within thirty (30) days after the Landlord knows of the damage. The notice must specify the cancellation date, which shall be at least thirty (30) but not more than sixty (60) days after the date notice is given.
- (g) Cancellation. If either party cancels this Lease as permitted by paragraph 6.01, then this Lease shall end on the day specified in the cancellation notice. The Rent and other charges shall be payable up to the cancellation date and shall account for any abatement. Landlord shall promptly refund to Tenant any prepaid, unaccrued Rent, accounting for any abatement, plus security deposit, if any, less any sum then owing by Tenant to Landlord.
- (h) Notwithstanding the foregoing, if damage to the Shopping Center should cause the Premises to be unfit for occupancy by Tenant for a period in excess of one hundred and eighty (180) consecutive days, then Tenant shall have the right to terminate this Lease upon written notice to Landlord.

6.02. Condemnation.

- (a) Definitions. The terms "eminent domain," "condemnation," "taken," "taking," and the like in paragraph 6.02 include taking for public or quasi-public use and private purchases in place of condemnation by any authority authorized to exercise the power of eminent domain.
- (b) Entire Taking. If the entire Premises or the portions of the Shopping Center required for reasonable access to, or the reasonable use of, the Premises are taken by eminent domain, this Lease shall automatically end on the earlier of:
 - (i) the date title vests; or
 - (ii) the date Tenant is dispossessed by the condemning authority.
- (c) Partial Taking. If the taking of a part of the Premises materially interferes with Tenant's ability to continue its business operations in substantially the same manner and space then Tenant may end this Lease on the earlier of:
 - (i) the date when title vests;
 - (ii) the date Tenant is dispossessed by the condemning authority; or
 - (iii) sixty (60) days following notice to Tenant of the date when vesting or dispossession is to occur.

If there is a partial taking and this Lease continues, then the Lease shall end as to the part taken and the Rent shall abate in proportion to the part of the Premises taken and Tenant's prorata share shall be equitably reduced.
- (d) Termination by Landlord. If title to a part of the Shopping Center other than the Premises is condemned, and in the Landlord's reasonable opinion, the Shopping Center should be restored in a manner that materially alters the Premises, Landlord may cancel this Lease by giving notice to Tenant. Cancellation notice shall be given within sixty (60) days following the date title vested.

This Lease shall end on the date specified in the cancellation notice, which date shall be at least thirty (30) days but not more than ninety (90) days after the date notice is given.

- (e) Rent Adjustment. If the Lease is canceled as provided in paragraphs 6.02(b), (c) or (d), then the Rent and other charges shall be payable up to the cancellation date, and shall account for any abatement. Landlord, considering any abatement, shall promptly refund to Tenant any prepaid, unaccrued Rent plus Security Deposit, if any, less any sum then owing by Tenant to Landlord.
- (f) Repair. If the Lease is not canceled as provided for in paragraphs 6.02(b), (c) or (d), then Landlord at its expense shall promptly repair and restore the Premises to the condition that existed immediately before the taking, except for the part taken, to render the Premises a complete architectural unit, but only to the extent of the condemnation award received for the damage.
- (g) Awards and Damages. Landlord reserves all rights to damages paid because of any partial or entire taking of the Premises. Tenant assigns to Landlord any right Tenant may have to the damages or award. Further, Tenant shall not make claims against Landlord or the condemning authority for damages without prior written notice from Landlord.

Notwithstanding anything else in paragraph 6.02(g), Tenant may claim and recover from the condemning authority a separate award for Tenant's moving expenses, business dislocation damages, Tenant's personal property and fixtures, the unamortized costs of leasehold improvements paid for by Tenant, excluding the Landlord's Work described in paragraph 1.05 and Exhibits D and E, and any other award that would not substantially reduce the awards payable to Landlord. Each party shall seek its own award, as limited by paragraph 6.02(g), at its own expense, and neither shall have any right to the award made to the other.

- (h) Temporary Condemnation. If part or all of the Premises are condemned for a limited period of time (hereafter "Temporary Condemnation"), this Lease shall remain in effect. The Monthly Base Rent and Additional Rent and Tenant's obligations for the part of the Premises taken shall abate during the Temporary Condemnation in proportion to the part of the Premises that Tenant is unable to use in its business operations as a result of the Temporary Condemnation. Landlord shall receive the entire award for any Temporary Condemnation.

SECTION 7 DEFAULT

7.01. Tenant's Default.

- (a) Defaults. Each of the following constitutes a default (hereafter "Default") of this Lease by the Tenant:
 - (i) Tenant's failure to pay any Rent within ten (10) days after Landlord delivers notice to Tenant of Tenant's failure to pay Rent;
 - (ii) Tenant's failure to pay Rent by the due date, at any time during a calendar year in which Tenant has already received three (3) notices of its failure to pay Rent by the due date;
 - (iii) Tenant's failure to perform or observe any other Tenant obligation after a period of thirty (30) days or the additional time, if any, that is reasonably necessary to promptly and diligently cure the failure, after Landlord delivers notice to Tenant setting forth in reasonable detail the nature and extent of the failure and identifying the applicable Lease provision(s);

- (iv) Tenant's failure to vacate or stay any of the following within ninety (90) days after they occur:
 - (A) a petition in bankruptcy is filed against Tenant;
 - (B) Tenant is adjudicated as bankrupt or insolvent;
 - (C) a receiver, trustee, or liquidator is appointed for all or a substantial part of Tenant's property; or
 - (D) Tenant makes an assignment for the benefit of creditors; or
 - (E) Tenant's filing of a petition in bankruptcy.

7.02. Landlord's Remedies.

- (a) Remedies. Landlord in addition to the remedies given in this Lease or under the law, may do any one or more of the following if Tenant commits a Default under paragraph 7.01(a):
 - (i) end this Lease, and Tenant shall then surrender the Premises to landlord;
 - (ii) enter and take possession of the Premises either with or without process of law and remove Tenant, with or without having ended the Lease;
 - (iii) alter locks and other security devices at the Premises. Tenant waives claims for damages by reason of Landlord's reentry, repossession, or alteration of locks or other security devices and for damages by reason of any legal process;
 - (iv) cure Tenant's Default and collect from Tenant upon demand, the cost to Landlord of effective such cure; or
 - (v) increase the Security Deposit by an additional month of Monthly Base Rent.
- (b) No Surrender. Landlord's exercise of any of its remedies or its receipt of Tenant's keys shall not be considered an acceptance or surrender of the Premises by Tenant. A surrender must be agreed to in writing and signed by both parties.
- (c) Rent. If Landlord ends this Lease or ends Tenant's right to possess the Premises because of a Default, Landlord may hold Tenant liable for Rent, and other indebtedness accrued to the date the Lease ends. Tenant shall also be liable for the Rent and other indebtedness that otherwise would have been payable to Tenant during the remainder of the Term had there been no Default, reduced by any sums Landlord receives by reletting the Premises during the Term.
- (d) Other Expenses. Tenant shall also be liable for that part of the following sums paid by Landlord and attributable to that part of the Term ended due to Tenant's Default:
 - (i) reasonable broker's fees incurred by Landlord for reletting part or all of the Premises prorated for that part of the reletting Term ending concurrently with the then current Term of this Lease;
 - (ii) the cost of removing and storing Tenant's property;
 - (iii) the cost of repairs, alterations, and remodeling necessary to put the Premises in a condition reasonably acceptable to a new Tenant; and

- (iv) other necessary and reasonable expenses incurred by Landlord in enforcing its remedies.
- (e) Payment. Tenant shall pay the sums due in paragraphs 7.02(c) and (d) within ten (10) days of receiving Landlord's proper and correct invoice for the amounts. Landlord is also entitled to accelerated Rent for the balance of the Term if Tenant was in default of Lease. During each action to collect Landlord shall be limited to the amount of any sums due under paragraph 7.02(c) that would have accrued had the Lease not been ended and sums under paragraph 7.02(d) that have been incurred by Landlord and are now payable by Landlord, plus acceleration of the Rent remaining due under the Lease until the Term expires, less any Rent received from a tenant to which the Premises were reletted.
- (f) Mitigation. Landlord shall mitigate its damage by making reasonable efforts to relet the Premises on reasonable terms. Landlord may relet for a shorter or longer period of time than the Term and make any necessary repairs or alterations. Landlord may relet on any reasonable terms including a reasonable amount of free rent. If Landlord relets for a period of time longer than the current Term, then any special concessions given to the new tenant shall be allocated throughout the entire reletting term to not unduly reduce the amount of consideration received by Landlord during the remaining period of Tenant's Term.

7.03. Landlord's Default.

Landlord's failure to perform or observe any of its Lease obligations after a period of thirty (30) days or such additional time, if any, that is reasonably necessary to promptly and diligently cure the failure after receiving notice from Tenant is a Default. The notice shall give in reasonable detail the nature and extent of the failure and identify the Lease provisions(s) containing the obligation(s). If Landlord commits a Default, Tenant may pursue any remedies given in this Lease or under the law. Any claim, demand, right, or defense by Tenant that arises out of this Lease or the negotiations that preceded this Lease shall be barred unless Tenant commences an action thereon, or interposes a defense by reason thereof, within six (6) months after the date of the action, omission, event, or action that gave rise to such claim, demand, right, or defense. Tenant acknowledges and understand, after having consulted with its legal counsel, that the purpose of the preceding sentence is to shorten the period within which Tenant would otherwise have to raise such claims, demands, rights, or defenses under applicable laws.

7.04. Exception to Cure Periods.

The cure periods in paragraphs 7.01(a)(iii) and 7.03 do not apply to:

- (a) emergencies;
- (b) any failure by Tenant to maintain the insurance required by paragraph 5.01; or
- (c) failure to timely deliver a subordination agreement or estoppel certificate as provided in paragraphs 8.01 or 8.02.

7.05. Survival.

The remedies permitted by Section 7, the parties' indemnities in paragraph 5.02, and Landlord's obligation to mitigate damages in paragraph 7.02(f) shall survive the ending of this Lease.

7.06. Unamortized Leasehold Improvements.

If and to the extent Landlord makes any leasehold improvements to the Premises with the reasonable expectation that such expenditures will not be required again during the Term, or if Landlord has provided Tenant with a tenant allowance for Tenant to perform such work, and since vacation of the Premises or termination of this Lease prior to

the original expiration of the Term will render it more difficult or impossible for Landlord to recover its investment in such leasehold improvements, Tenant covenants that in the event Tenant vacates the Premises or this Lease is terminated due to Tenant's Default, then, in addition to and not in reduction of the Rent or other charges past due or thereafter accruing under this Lease, Tenant shall pay to Landlord, Landlord's then unamortized investment in any leasehold improvements in the Premises (computed on a straight line basis, without salvage value, using an assumed interest rate of ten percent [10%] per annum, over the original term), or, if Landlord has provided a tenant allowance in lieu of Landlord actually performing such work, the unamortized amount of such tenant allowance amount computed using an assumed interest rate of ten percent (10%) per annum, on a straight line basis over the original term (e.g., if the original term is five [5] years, the tenant allowance would be amortized evenly over such five [5] year period).

SECTION 8 NONDISTURBANCE

8.01. Subordination.

- (a) Mortgages. Subject to paragraph 8.01(b), this Lease is subordinate to prior or subsequent mortgages covering the Shopping Center and/or Land.
- (b) Foreclosures. If any mortgage is foreclosed, then:
 - (i) this Lease shall continue;
 - (ii) Tenant's quiet possession shall not be disturbed if Tenant is not in Default;
 - (iii) Tenant will attorn to and recognize the mortgagee or purchaser at foreclosure sale (the "Successor Landlord") as Tenant's landlord for the remaining Term; and
 - (iv) the Successor Landlord shall not be bound by:
 - (A) any payment of Rent for more than one month in advance, except the Security Deposit and free rent, if any, specified in the Lease;
 - (B) any amendment, modification, or ending of this Lease without Successor Landlord's consent after the Successor Landlord's name is given to Tenant unless the amendment, modification, or ending is specifically authorized by the original Lease and does not require Landlord's prior agreement or consent; and
 - (C) any liability for any act or omission of a prior Landlord.
- (c) Self-Operating. Paragraph 8.01 is self-operating. However, Tenant shall promptly execute and deliver any documents needed to confirm this arrangement within ten (10) days of Landlord's request therefor.

8.02. Estoppel Certificate.

Either party (hereafter "Answering Party") shall, within ten (10) days after receiving a written request by the other party (hereafter "Asking Party"), execute and deliver to the Asking Party a written statement. This written statement, which may be relied upon by the Asking Party and any third party with whom the Asking Party is dealing shall certify:

- (a) the accuracy of the Lease document;

- (b) the Commencement Date and Termination Date of the Lease;
- (c) that the Lease is unmodified and in full effect or in full effect as modified, stating the date and nature of the modification;
- (d) whether to the Answering Party's knowledge the Asking Party is in default or whether the Answering Party has any claims or demands against the Asking Party and, if so, specifying the Default, claim, or demand; and
- (e) to other correct and reasonably ascertainable facts that are covered by the Lease terms.

8.03. Quiet Possession.

Landlord warrants that it owns the Shopping Center free and clear of all encumbrances except the mortgage(s), any letters of credit, any outstanding real estate taxes and special assessments, and easements, restrictions and other matters of record. If Tenant is not in default, and subject to the Lease terms and the above encumbrances, Landlord warrants that Tenant's peaceable and quiet enjoyment of the Premises shall not be disturbed.

SECTION 9 LANDLORD'S RIGHTS

9.01. Rules.

- (a) Rules. Tenant, its employees and invitees, shall comply with:
 - (i) the Rules attached as Exhibit F; and
 - (ii) reasonable modifications and additions to the Rules adopted by Landlord that:
 - (A) Tenant is given thirty (30) days advance notice of;
 - (B) are for the safety, care, order, or cleanliness of the Common Areas;
 - (C) do not unreasonably and materially interfere with Tenant's conduct of its business or Tenant's use and enjoyment of the Premises; and
 - (D) do not require payment of additional monies.
- (b) Conflict with Lease. If a Rule issued under paragraph 9.01(a) conflicts with or is inconsistent with any Lease provision, the Lease provision controls.
- (c) Enforcement. Although Landlord is not responsible for another tenant's failure to observe the Rules, Landlord shall attempt to enforce the Rules reasonably.

9.02. Mechanic's Liens.

- (a) Discharge Lien. Tenant shall, within twenty (20) days after receiving notice of any mechanic's lien for material or work claimed to have been furnished to the Premises on Tenant's behalf and at Tenant's request, except for work contracted by Landlord including Landlord's Work described in paragraph 1.05 and Exhibits D and E:
 - (i) discharge the lien; or

- (ii) post a bond equal to one hundred and twenty-five percent (125%) the amount of the disputed claim with the Dane County Clerk of Courts.

If Tenant posts a bond, it shall contest the validity of the lien. Tenant shall indemnify, defend, and hold Landlord harmless from losses incurred from these liens.

- (b) Landlord's Discharge. If Tenant does not discharge the lien or post the bond within the twenty (20) day period, Landlord may pay any amounts, including interest and legal fees, to discharge the lien. Tenant shall then be liable to Landlord for the amounts paid by Landlord.
- (c) Consent not Implied. Paragraph 9.02 is not a consent to subject Landlord's property to these liens.

9.03. Right to Enter.

- (a) Permitted Entries. Landlord and its agents, servants, and employees may enter the Premises at reasonable times, and at any time if an emergency, without charge, liability, or abatement of Rent, to:
 - (i) examine the Premises;
 - (ii) make repairs, alterations, improvements, and additions either required by the Lease or advisable to preserve the integrity, safety, and good order of part or all of the Premises or Shopping Center;
 - (iii) install wiring, cables, risers and similar installations or perform any construction work necessary or advisable to provide, or cause to be provided, telecommunications service to any portion of the Building;
 - (iv) provide janitorial and other services required by the Lease;
 - (v) comply with Applicable Laws under paragraph 3.01;
 - (vi) show the Premises to prospective lenders or purchasers, and during the ninety (90) days immediately before this Lease ends to prospective tenants, accompanied, if requested by Tenant, by a Tenant representative;
 - (vii) post notices of responsibility;
 - (viii) remove any Alterations made by Tenant in violation of paragraph 4.01; and
 - (ix) post "For Sale" signs and, during the ninety (90) days immediately before this Lease ends, post "For Lease" signs.
- (b) Entry Conditions. Notwithstanding paragraph 9.03(a), entry is conditioned upon Landlord:
 - (i) giving Tenant verbal or written notice, except in an emergency;
 - (ii) promptly finishing any work for which it entered; and
 - (iii) causing the least practical interference to Tenant's business.

9.04. Signs.

- (a) Permitted Signs. Landlord and Tenant shall provide signs as specified in Exhibit G.
- (b) Nonpermitted Signs. Other than the signs and listing permitted under Exhibit G, Tenant shall not place or have placed any other signs, listings, advertisements, or any other notices anywhere else in the Building that would be visible to persons outside of the Premises or Shopping Center.

SECTION 10 MISCELLANEOUS

10.01. Broker's Warranty

. Tenant represents and warrants that only Tenant represents Tenant and that no Broker has been contracted to represent Tenant and shall defend, hold harmless, and indemnify the Landlord from any claims or liability arising from the breach of this warranty. Only Landlord and the Broker listed in paragraph 0.27, if any, represent Landlord.

10.02. Attorneys' Fees.

- (a) Litigation. In any litigation between the parties regarding this Lease, the losing party shall pay to the prevailing party all reasonable expenses and court costs including attorneys' fees incurred by the prevailing party. A party shall be deemed to be the "prevailing party" if:
 - (i) the party initiated and substantially obtains the relief it sought; or
 - (ii) the other party initiates the litigation and does not substantially obtain the relief it sought.

10.03. Notices.

Unless a Lease provision expressly authorizes verbal notice, all notices under this Lease shall be in writing and sent by registered or certified mail, postage prepaid, by overnight commercial courier (such as United Parcel Service or Federal Express), or by personal delivery, as follows:

To Tenant:	Before Term begins:	the address specified in paragraph 0.26
	After Term begins:	the address of the Premises
To Landlord:		the address specified in paragraph 0.03

Either party may change these persons or addresses by giving notice as provided above. Tenant shall also give required notices to Landlord's mortgagee after receiving notice from Landlord of the mortgagee's name and address. Notice shall be considered delivered upon the earlier to occur of actual receipt, or:

- (a) in the case of notice sent by registered or certified mail, on the last original delivery or attempted delivery date as indicated on the postage receipt(s) of all persons and addresses to which notice is to be given;
- (b) in the case of delivery by overnight commercial courier, on the first business day following delivery to the commercial courier by the notifying party; and
- (c) in the case of personal delivery, on the date the notice is physically delivered to the address specified.

10.04. Partial Invalidity.

If any Lease provision is invalid or unenforceable to any extent, then that provision and the remainder of this Lease shall continue in effect and be enforceable to the fullest extent permitted by law.

10.05. Waiver.

The failure of either party to exercise any of its rights is not a waiver of those rights. A party waives only those rights specified in writing and signed by the party waiving its rights.

10.06. Construction Against Drafter.

The parties chose this Lease document because it is fair to both parties.

10.07. Binding Effect.

This Lease shall bind the parties, their heirs, personal representatives, successors and assigns. This Lease shall be governed by and be construed and interpreted in accordance with the laws of the State of Wisconsin.

10.08. Lease not an Offer.

Landlord gave this Lease to Tenant for review. It is not an offer to lease. This Lease shall not be binding unless signed by both parties and an originally signed counterpart is delivered to Tenant upon execution.

10.09. Recording.

Recording of this Lease or any memorandum hereof is prohibited. No Financing Statements. Neither Tenant, nor any person claiming through Tenant, nor any creditor of Tenant shall have the authority to file or record any financing statement or other instrument encumbering personal property, fixtures, furnishings or equipment within the Premises if such financing statement or instrument describes in any manner any real property underlying, comprising or included within the Premises, and any such financing statement or other instrument so filed or recorded shall be null, void and of no force or effect. Tenant shall provide a copy of this provision to every person or entity intending to file or record a financing statement or other instrument encumbering personal property, fixtures, furnishings or equipment within the Premises. Within five (5) days of the delivery by Landlord to Tenant of written notice of any encumbrance upon the title of real property underlying, comprising or included within the Premises arising from the filing or recording of such a financing statement or instrument, Tenant shall cause such encumbrance to be removed at Tenant's sole cost and expense. If Tenant fails to timely remove such encumbrance, Landlord may take any and all action necessary or appropriate to cause such encumbrance to be removed from title to the real property (including maintaining a legal action), and Tenant shall promptly reimburse Landlord for all costs and expenses of every kind an nature incurred by Landlord in doing the same. This provision shall survive the expiration or termination of this Lease.

10.10. Survival of Remedies.

The parties' remedies shall survive the ending of this Lease when the ending is caused by the Default of the other party.

10.11. Authority of Parties.

Landlord warrants that it owns the property free and clear of all mortgages, liens, and encumbrances except for those listed in paragraph 8.03. Each party warrants that it is authorized to enter into the Lease, that the person signing on its behalf is duly authorized to execute the Lease, and that no other signatures are necessary.

10.12. Business Days.

Business days means Monday through Friday inclusive, excluding holidays identified at paragraph 3.02(b). Throughout this Lease, wherever “days” are used the term shall refer to calendar days. Wherever the term “business days” is used the term shall refer to business days.

10.13. Entire Agreement.

This Lease contains the entire agreement between the parties about the Premises and Shopping Center. Except for the Rules for which paragraph 9.01(a) controls, this Lease shall be modified only by a writing signed by both parties.

10.14. Definition of Lease.

This Lease consists of the following:

- (a) Title Page;
- (b) Table of Contents;
- (c) Sections 0 – 10;
- (d) Signature Page;
- (e) Exhibits A through H; and
- (f) the Riders identified in paragraph 0.29.

10.15. Time is of the Essence.

Time is of the essence with regard to all terms and conditions of this Lease.

10.16. Acceptance of Premises.

Tenant’s occupancy of Premises subject to punch list items identified by Tenant shall constitute Tenant’s acceptance of the Premises and an acknowledgment by the Tenant that the Premises are in the condition for the Permitted Use. Landlord shall take all necessary acts to promptly resolve all punch list items identified by Tenant in writing to Landlord within thirty (30) days of Tenant’s occupancy.

10.17. Financial Review.

Tenant grants Landlord the right to obtain a credit report on Tenant, and prior to signing the Lease, Tenant shall provide copies of Tenant’s audited financial statements to Landlord for review.

10.18. NSF Fee.

Tenant shall pay Landlord fifty dollars (\$50.00) for each non-sufficient funds check returned to Landlord by Tenant’s bank, savings bank, or other “banking” institution.

10.19. Press Release.

Tenant hereby authorizes Landlord to release and publicize Tenant’s Lease.

10.20. Notice of Development Activity.

Landlord discloses and Tenant acknowledges that Landlord and/or its affiliates, assigns and/or third party developers intend and will continue to develop and construct property and buildings adjacent to the neighborhood of the Shopping Center, and that doing so may block Tenant's view. Tenant acknowledges and agrees that such development and construction shall not be cause to terminate this Lease or release Lessee from any obligations due during the term of this Lease, nor shall Tenant object to or oppose said development and construction.

10.21. Disclosure.

Tenant understands that the Premises is leased on a first come, first to sign basis; in other words, a lease becomes effective only when a tenant signs a lease first and the Landlord also signs and executes that Lease. Tenant's signature on the Lease does not consummate the Lease; only the signature of both Tenant and Landlord on the Lease and the delivery of the fully executed Lease to the Tenant consummates the Lease.

10.22. Non-competition. (Intentionally deleted.)

10.23. Severability.

If any provision of this Lease is held invalid or unenforceable for any reason, no other provision shall be affected, and this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein and the remainder enforced in full.

10.24. HVAC Warranty.

The HVAC unit servicing the Premises is hereby warranted by Landlord for a period of one (1) year from the Lease Commencement Date.

10.25. Back Billing.

All charges under this Lease shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The provisions of this subparagraph shall survive the termination or expiration of this Lease.

10.26. Parties' Consents.

Where required under this Lease, the consent or approval of Landlord or Tenant shall not be unreasonably withheld or delayed.

10.27. Landlord Liens.

Landlord waives any statutory liens, and any rights of distress, with respect to Tenant's property. This Lease does not grant to Landlord a contractual lien or any other express or implied security interest with respect to Tenant's property.

10.28. No Litigation, Condemnation, Third Party Consents.

Landlord represents and warrants that there is no litigation or other proceedings pending or threatened affecting title to the Premises or Tenant's Permitted Use of the Premises. Landlord represents and warrants that Landlord has received no actual or constructive notice of any condemnation or eminent domain proceedings or negotiations for the purchase of the connection with the Premises, or any part, in lieu of condemnation, no proceedings have been threatened in connection with the Premises or any part of the Premises, and Landlord is not aware of any information that any condemnation or eminent domain is being or has been publicly discussed. Landlord represents

and warrants that it has the authority to execute this Amendment, and Landlord has obtained any third party consents, including lender consents, which may be required.

10.29. Holding Over.

In the event Tenant remains in possession of the Premises after the expiration of the Term, without Landlord's prior written consent and the execution of a new lease, Tenant shall pay:

- (a) twice the monthly rent and charges due under this Lease (without any reduction for a holdover of a partial month); and
- (b) any and all losses or liabilities arising out of Tenant's failure to surrender the Premises on the expiration of the Term.

In the event that Tenant remains in possession of the Premises after expiration of the Term with Landlord's prior written consent, which specifically references this Section of the Lease, Tenant shall be deemed to be a month-to-month tenant, at the Minimum Rent, Percentage Rent, Common Area Maintenance Expenses, Taxes, and all Additional Rent and subject to all of the terms, covenants or conditions of this Lease, insofar as the same are applicable to a month-to-month tenancy.

Signature page to follow.

IN WITNESS WHEREOF, the undersigned is duly authorized to sign and execute this Lease and the attached Exhibits A through H and Rider #1 on behalf of the Tenant.

EXECUTED THIS _____ DAY OF _____, 2025.

TENANT:

CAYA, LLC

By: _____
Lara Skye Boughman

By: _____
Kathy Holtz

Title: _____

Title: _____

IN WITNESS WHEREOF, the undersigned is duly authorized to sign and execute this Lease and the attached Exhibits A through H and Rider #1 on behalf of the Landlord.

EXECUTED THIS _____ DAY OF _____, 2025.

LANDLORD:

AVENUE SHOPPES LLC

By: _____
Joel L. Bahr

Title: _____

EXHIBIT A - FLOOR PLAN OF SHOPPING CENTER

WITH TENANT'S PREMISES HIGHLIGHTED

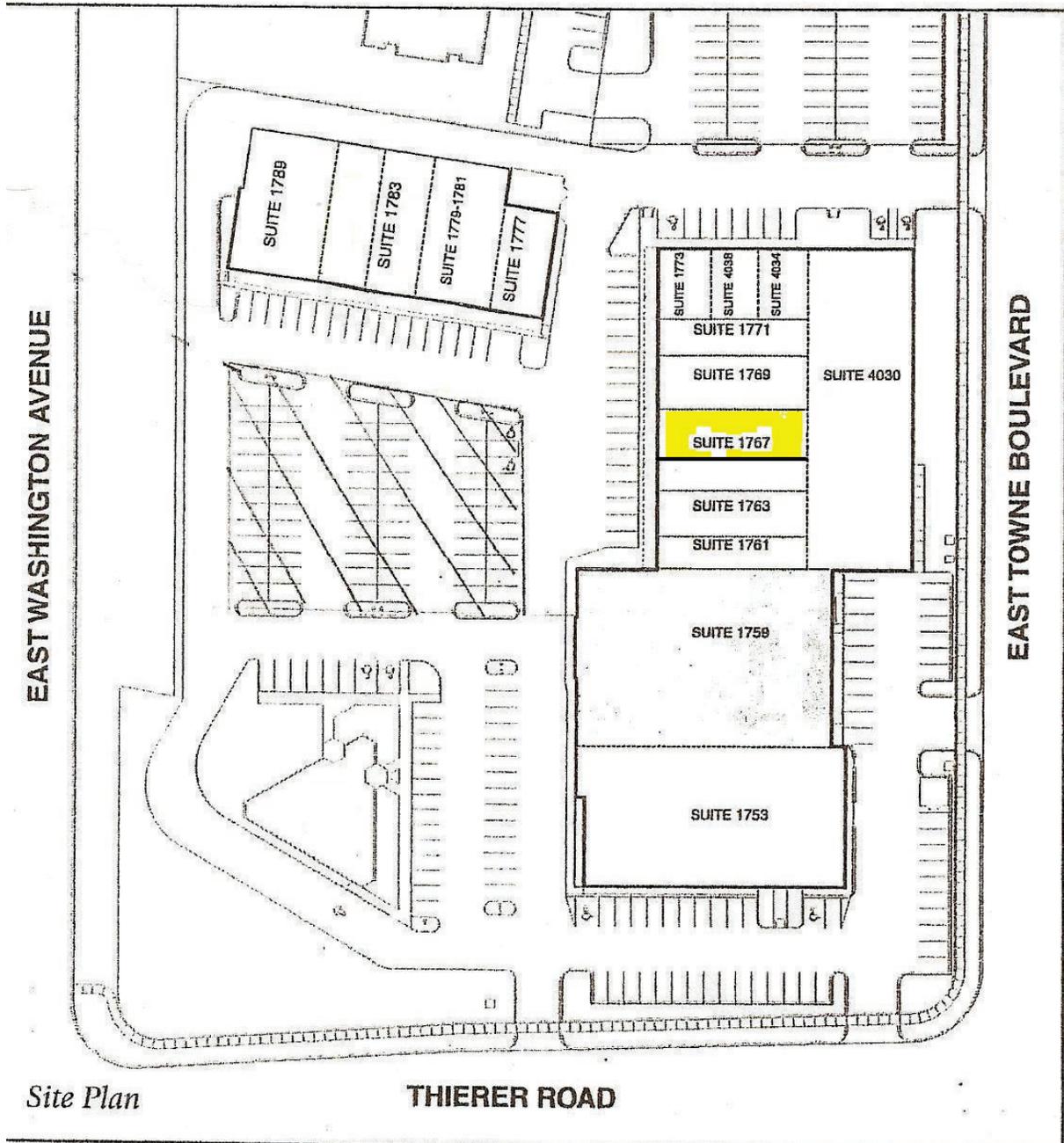


EXHIBIT B - SHOPPING CENTER RENDERING/FRONT ELEVATION



EXHIBIT C - LAND

All of Lots Two (2) and Three (3) and Four (4) of Certified Survey Map No. 2205, recorded in the Dane County Register of Deeds office in Volume 8 of Certified Survey Maps, Page 462, as Document No. 1491234, in the City of Madison, Dane County, Wisconsin.

AND

Part of Lot Two (2), Certified Survey Map No. 3382 recorded in the Dane County Register of Deeds office in Volume 13 of Certified Survey Maps, Pages 181 and 182, as Document No. 1652076, in the City of Madison, Dane County, Wisconsin, described as follows: A parcel of Land located in the Southwest Quarter and the Northwest Quarter of the Southeast quarter (¼ SE ¼ and NW ¼ SE ¼) of Section Twenty-Eight (28), Township Eight (8) North, Range Ten (10) East, in the City of Madison, Dane County, Wisconsin, commencing at the Southeast corner of said Section 28; thence South 89°09'46" West, 949.20 feet; thence North 35°31'49" West, 1132.82 feet to the point of beginning; thence continuing North 35°31'48" West, 209.50 feet; thence South 44°00'42" East, 207.21 feet; thence South 45°59'18" West, 30.90 feet to the point of beginning.

Tax Parcel No.: 60-0810-284-0802-0

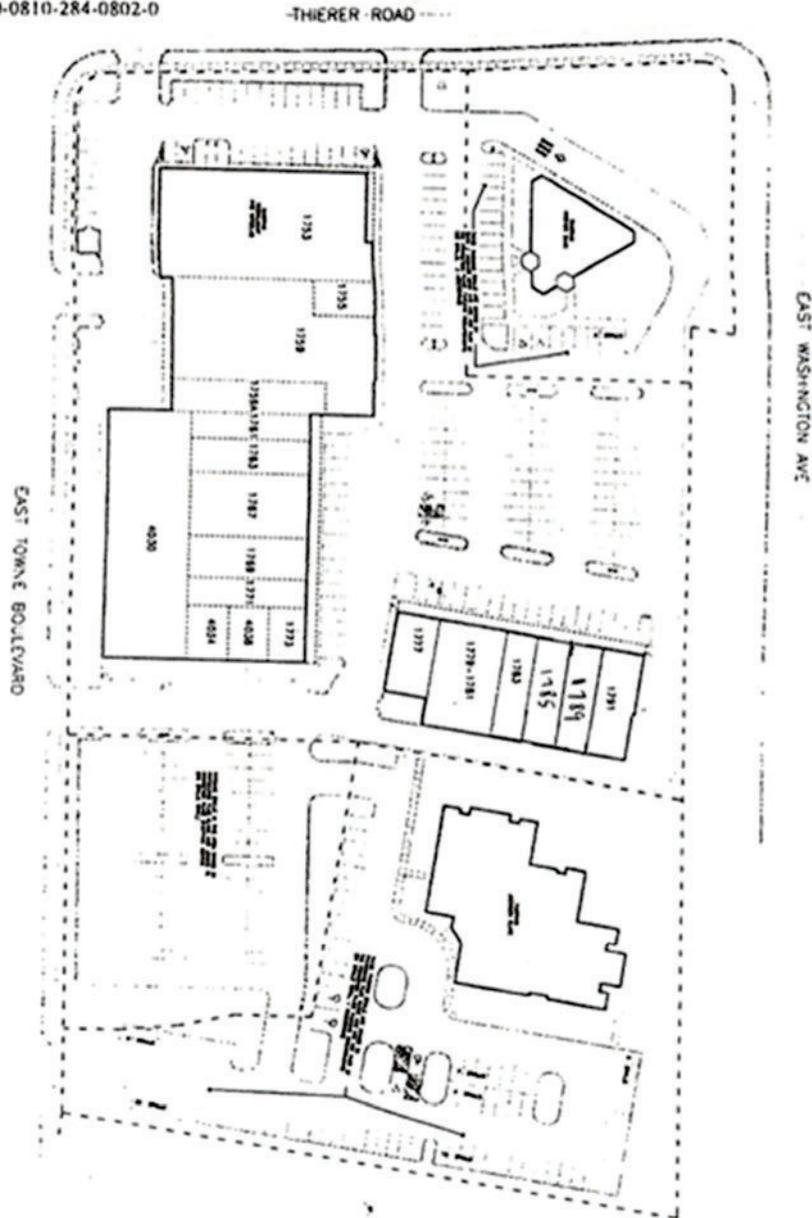


EXHIBIT D - SPACE PLAN OF TENANT'S PREMISES

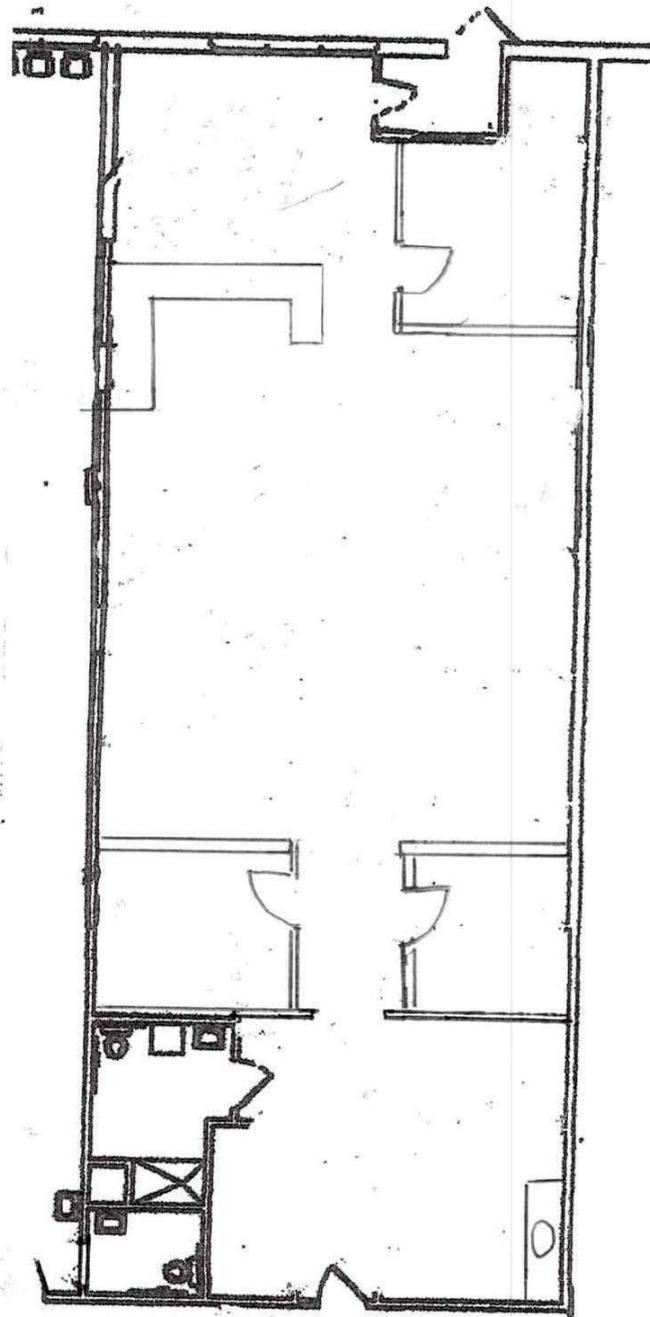


EXHIBIT E - SPECIFICATIONS OF LANDLORD'S AND TENANT'S WORK

Landlord, at Landlord's expense, shall:

1. Remove half of the front reception desk.
2. Remove all file cabinets and furniture not needed by Tenant.

EXHIBIT F - SHOPPING CENTER RULES AND REGULATIONS

All entrance doors to the Premises and Shopping Center shall be locked when the Premises are not in use. All corridor doors shall be closed during times when the air conditioning and heating equipment in the Shopping Center is operating so as not to dissipate the effectiveness of the air conditioning and heating system or place an overload thereon.

Tenant or Tenant's employees and agents shall not block open a Common Area door.

No portion of the sidewalks, doorways, entrances, passages, vestibules, halls, lobbies, corridors, elevators or stairways in or adjacent to the Shopping Center shall be obstructed or used for any purpose other than for ingress and egress to and from the Premises, and no doormats, overshoes, umbrellas or other items of any nature whatsoever shall be placed or permitted to remain therein. No floor, skylight, partition, transom or other opening that reflects or admits light into any place in the Shopping Center and no means of access to any building fire escape shall be covered or obstructed by Tenant.

Dane County has enacted an ordinance that requires all businesses to comply with a recycling program. All tenants are responsible for disposing of trash and recyclables in the proper bins and removal of same shall not be through front door entrances. Tenants shall not permit the accumulation of rubbish, trash, garbage or other refuse in and around the Premises. Tenants are responsible for the cost and disposal of all fluorescent and incandescent light fixtures. These are not to be placed in any trash receptacle. Tenant is responsible for removal of any debris caused by any Tenant remodeling or interior construction after the initial move-in. Burning of refuse or garbage in or about the Premises or Shopping Center is not allowed.

Tenant and its employees, customers and invitees shall at all times refrain from making any loud, unseemly or improper odors, noises or sounds or vibrations (through the playing of stereos, radios, television sets or musical instruments, or in any other manner) in the Premises or elsewhere in the Shopping Center, from smoking in the Shopping Center, and from in any other manner annoying, disturbing, or interfering with other tenants or occupants of the Shopping Center or their employees, customers and invitees, and shall use such receptacles for tobacco products and waste as Landlord may furnish. No foul or noxious gas or odor or substance or combustible fluid or material shall be used, kept or permitted to be used or kept in the Premises. A fine of twenty-five dollars (\$25.00) per violation of the "No Smoking" rule shall be levied against the violator, and if the violator fails to pay, levied against Tenant as Additional Rent. Tenant agrees to assist in getting employees' cooperation with the "No Smoking" rule.

No animals, birds or other pets (other than guide dogs for the visually impaired) and no bicycles or other vehicles (but not including wheelchairs or similar devices used by handicapped individuals) shall be brought into or kept in or about the Shopping Center, temporarily or otherwise, except at such areas as Landlord may designate. The Premises shall not be used for cooking or lodging purposes or for the storage of merchandise or other materials. Tenant shall, however, have the right to keep and use within the Premises a portable water dispenser, a microwave oven, and coffee-making equipment, but no vending machines, snack boxes, equipment or boxes.

Tenant shall be entitled to have its name shown upon the directory board of the Shopping Center, but the design and style of such identification and the location of such directory board and allocation of the space thereon among the tenants and occupants of the Shopping Center shall be determined by Landlord, in its sole discretion. Tenant shall not, without Landlord's prior written consent, install, affix or use: (a) any signs, lettering or advertising media of any other kind, decals, blinds, shades, curtains, draperies or similar items on the exterior of the Premises or in the interior of the Premises in such a manner as shall be visible from outside the Premises, or (b) any awnings, radio or television antennas or satellite dishes or any other object or equipment of any nature whatsoever on the exterior of the Premises. All rights to and use of the exterior of the exterior wall of the Premises and the roof of the Shopping Center are reserved to Landlord, and Landlord charges Additional Rent for installation of said equipment on the exterior of Shopping Center.

Tenant shall not, without the prior written consent of the Landlord, bring into, use or keep in the Shopping Center, any inflammable, explosive or hazardous article of any nature, nor use any source of power other than electricity for lighting or any other purpose. If Tenant has knowledge of any hazardous equipment or substance in the Tenant's Premises, Tenant shall notify Landlord in writing immediately upon receipt of such knowledge.

All delivery and shipping of merchandise, supplies and fixtures to and from the Premises shall be subject to such rules and regulations as in the judgment of Landlord are necessary for the property operation of the Premises or Shopping Center. All such delivery and shipping shall occur only in designated "Loading Areas" and shall not be allowed from doors of the Premises that open to the front sidewalk area. Trucks of Tenant and its suppliers shall not be permitted in areas designated for customer parking, nor shall vehicles be parked in any way to impede traffic, nor for a period of time longer than necessary to accomplish the pickup or delivery sought. Notwithstanding the foregoing, packages of reasonable weight and size, which can be carried by one person without interference with other passengers therein, may be moved up and down on such elevators and at such times as may be specified by Landlord. All damage to elevators, the Premises or other portions of the Building caused by the moving or carrying of articles therein or thereon shall be paid for by Tenant. Landlord shall NOT be responsible for damage to any property of Tenant delivered to or left in any receiving area or elsewhere in the Building or to any property moved or handled anywhere in the Building by any employee or representative of Landlord as an accommodation to Tenant, Landlord being under no obligation to accept delivery of, or move or handle, any property of Tenant. This includes any object Landlord moves because Tenant left them in the way of a public access way.

Landlord shall have the right to control, maintain and operate the Common Areas of the Shopping Center in such manner as it deems best for the benefit of the tenants generally. Tenant shall not invite to the Premises, or permit the visit to the Premises of persons in such numbers or under such conditions as to interfere with the use and enjoyment by other tenants, their customers, invitees and employees of the entrances, corridors, elevators and facilities of the Shopping Center.

Tenant shall not obtain, install, maintain, operate or accept for use in the Premises, ice, vending machines or any other service from any person not authorized by Landlord in writing to furnish such services.

Landlord reserves the right to, but shall not have the duty to, exclude or eject from the Shopping Center all solicitors, canvassers and peddlers, or any person who, in the judgment of Landlord's Shopping Center manager or employee in charge, is under the influence of liquor or drugs, or any person who shall in any manner do any illegal act or any act in violation of any of the Shopping Center Rules.

Tenant shall not (a) attach or permit to be attached additional locks or similar devices to any door or transom of the Premises, (b) change existing locks or the mechanism thereof, or (c) make or permit to be made any keys for any door thereof other than those provided by Landlord. If more than two keys for one lock are desired, Landlord will provide such additional keys upon payment therefore by Tenant for the actual cost.

Requests for any extra janitorial or other special requirements of Tenant must be directed to Landlord's Management Agent. Employees of Landlord shall not perform any work or do anything outside of their regular duties unless directed to do so by Landlord, and no employee of Landlord shall admit any person (Tenant or otherwise) to the Shopping Center without specific instructions from Landlord.

Emergency exits and fire stairs shall be used only for emergency exit purposes, and shall not be blocked by Tenant.

The plumbing facilities shall not be used for any other purpose than that for which they are constructed, and no foreign substance of any kind (including grease) shall be discarded therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant, who shall, or whose employees, agents or invitees shall have caused it.

Tenant shall use at Tenant's cost such pest extermination contractor as Landlord may direct and at such intervals as Landlord may require.

Tenant and Tenant's employees shall park their cars only in those portions of the parking areas designated from time to time for that purpose by Landlord. Tenant, on request, shall furnish Landlord with State automobile license numbers assigned to Tenant's and Tenant's employees' car(s). In the event that Tenant or its employees fail to park their cars in designated parking areas as aforesaid, then Landlord, at its option, shall charge Tenant twenty dollars (\$20.00) per day, per car parked in any area (including service courts) other than those designate, as and for liquidated damages.

Tenant shall not display any merchandise outside of the Premises or outside the store front line of the Premises or anywhere within the confines of the Shopping Center without prior written approval of Landlord.

Tenant shall keep windows and electrical signs lighted during business hours and from dusk to 10:30 p.m. each night of the week.

Shopping Center Rules may be changed or revised at the discretion of the Landlord in accordance with this Lease.

EXHIBIT G - SIGNS

Tenant shall be responsible for purchasing and installing the Tenant's building mounted signage. All signage shall be reviewed and approved by Landlord in advance of installation and shall comply with Landlord's signage specifications herein:

1. All signs shall conform to the City of Madison Street Graphics Control Ordinance.
2. Signage specifications shall be further defined by Landlord as to type of characters.
3. The wording of signs shall be limited to the store name only, and such name shall not include any items sold therein, without consent given by Landlord. Subtitles under store names will be allowed in certain circumstances.
4. The use of corporate crest, shields, or insignia will be permitted provided such corporate crests, shields, or insignia shall not exceed the size of the adjacent character in height.
5. Multiple or repetitive signing will be allowed only with the approval of the City of Madison sign code. provided the area of such signing conforms to the limitations set forth herein.
6. All signs shall have concealed attachment devices, clips, wiring, transformers, lamps, and tubes.
7. Sign letters of components shall not have exposed neon or other lamps.
8. Location restrictions:
 - a. Tenant's signage area shall be located on the front faces of the building as specified by Landlord. Characters shall be located within the area above Tenant's Premises.
 - b. Message base line must be verified with Landlord at time of installation.
 - c. No sign may project more than six inches from the building façade without Landlord's written approval.
 - d. The sign shall be limited to seventy-five percent (75%) of the signage panel.
 - e. There shall be a limit of one sign in front of the Building, and Tenant is required to have such sign installed and operational prior to occupancy.
 - f. No signs shall be permitted on the side of the building without written authorization by Landlord.
9. Temporary or permanent décor type signs in show windows or doors will be permitted per attached drawings.
10. Landlord Approval:
 - a. Plans for the sign must be submitted to the Landlord, showing all dimensions, type and location of all lighting apparatus, style and color of letters, and materials used. The submission must also include a drawing showing the exact intended location on the sign spandrel and a color sketch of the sign or a color photograph of an identical existing sign.
 - b. Special Notes:

- (i) Tenant must submit drawings of signage to Landlord for approval prior to applying for the sign permit from the City of Madison.
- (ii) After the sign drawing is approved by Landlord, Tenant should have its sign company present a drawing of the sign to the Building Inspection Department, City of Madison. An application fee will need to be paid to the City for the permit. Generally, sign companies figure permit fees into the price of the sign.
- (iii) Note that the final connection must be completed by a licensed electrician. Tenant must make arrangements with electricians on the job to make the final connection.
- (iv) A centrally controlled photo cell is provided by landlord for the Shopping Center to which all signs may be connected. Tenants may install override switches to permit lighting during additional hours. A wire will be run by Landlord's electrician to the front sign area for the final connection. As an alternative, Tenant may utilize their own photo cell.

Tenant shall not erect or maintain any exterior or interior signs without the prior written consent of Landlord. Tenant shall be responsible for all costs to erect and maintain an exterior lighted store identification sign per Landlord's sign specifications. Tenant is required to keep said sign lighted from at least dusk until midnight every evening of each day during the term of this Lease. If Tenant does not keep said sign lighted or in good repair as required herein, Landlord may do either of the following after giving Tenant fifteen (15) days notice to repair said sign or keep said sign lighted as required:

- a. make any repairs necessary to make said sign operable and presentable, and may charge any reasonable expenses incurred by Landlord to Tenant as Additional Rent; or
- b. assess a penalty of twenty-five dollars (\$25.00) per day for each day said sign is not lighted as required.

Upon vacating the Premises, Tenant shall remove all signs and repair all damage caused by such removal.

**EXHIBIT H - EXCLUSIVE CLAUSES
GRANTED TO OTHER TENANTS**

AVENUE SHOPPES LLC

Tenant	Type	Clause
Mariner's Finance	Consumer Finance	Landlord agrees that it shall not lease any space in the property to another consumer finance business during the initial and extended term of this Lease.
Dollar Tree	Retail Store	<p>As a material inducement for Tenant to enter into this Lease, Landlord hereby agrees as follows:</p> <ul style="list-style-type: none"> a) Tenant shall have an exclusive for a single price point variety retail store ("Exclusive" or "Exclusive Use"). A single price point variety retail store is hereby defined as a store that offers all of its merchandise for sale at a single price point. b) In addition, Landlord will not permit any other occupant in the Shopping Center to operate the following without Tenant's consent and such consent shall be in Tenant's sole and absolute discretion: <ul style="list-style-type: none"> (1) a close-out store; (2) a retail store whose "principal business" (hereinafter defined) is: <ul style="list-style-type: none"> a. selling variety retail merchandise at a single price point; b. selling gifts, cards, and other party supplies (individually or collectively); or c. selling artificial flowers and picture frames (individually or collectively); (3) variety retail operations with the word "Dollar" in their trade name. <p>For the purpose of this Section, "principal business" shall be defined as selling such merchandise in twenty-five percent (25%) or more of the sales floor area (including one-half (1/2) of the adjacent aisle space).</p> <p>Notwithstanding the foregoing, this Exclusive shall not apply to (1) any tenant or occupant selling single price point apparel as its principal business, or (2) any current occupant or tenant of the Shopping Center who is operating under their current use clause as of the date of this Lease; provided, however, in the event Landlord's consent is required for a change in permitted use, Landlord shall not consent to a change of any tenant's use which would violate Tenant's Exclusive Use.</p>
Jimmy Johns	Restaurant	Landlord will not lease space in the Property to any other party that sells: "sub" style sandwiches, submarine or hoagie type sandwiches (a long sandwich featuring layers of meat and cheese on a roll) as their primary business. This exclusivity shall not be construed to include current tenants.
D'Angelo C. Smith/ Elegant Gentleman	Hair salon and related services	Landlord will not lease space to any other party wishing to operate a barbershop.
Pawn America	Pawn store	A pawn store including pawn loans, the retails sales of new and secondhand goods, goods obtained through close-outs, clearances and liquidations, industrial loan and thrift company, check cashing and related financial services, money transmission transactions, pre-paid debit card sales

RIDERS TO LEASE

This Rider is attached to, and made a part of the Lease attached hereto (the “Lease”) and dated _____. To the extent of any conflict between the terms of the Lease and those of this Rider, the terms of this Rider shall control.

Rider 1. This Lease is contingent upon Tenant (CAYA, LLC) securing the applicable grant funding on or before November 15, 2025. If Tenant not secure the grant by that date, this Lease shall be null and void with no further obligation by either party.

MEMORANDUM OF UNDERSTANDING

BETWEEN

CAYA CLINIC

AND

OUTREACH LGBTQ CENTER

This Memorandum of Understanding ("**MOU**") is entered into as of January 1, 2026 ("**Effective Date**"), by and between:

CAYA CLINIC, a healthcare organization ("**CAYA Clinic**"), and
OUTREACH LGBTQ CENTER, a community-based LGBTQ+ advocacy and service organization ("**OutReach**").

CAYA Clinic and OutReach may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. **PURPOSE**

This MOU establishes a collaborative partnership between CAYA Clinic and OutReach to provide comprehensive HIV/STI education, testing referral, and linkage to care services at the Rene Livingston-Detienne Drop-in Center ("**the Center**"). The Parties recognize the critical importance of accessible, affirming, and culturally competent sexual health services for all individuals, and the particular expertise that LGBTQ+-focused organizations bring to serving diverse communities.

2. **TERM**

This MOU shall commence on the Effective Date and shall remain in effect for one (1) year, concluding on December 31, 2026, unless terminated earlier in accordance with Section 8 of this MOU. This MOU may be renewed upon mutual written agreement of both Parties.

3. **COMPENSATION**

CAYA Clinic agrees to compensate OutReach in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**) per year for the services outlined in Section 4 of this MOU.

3.1 **Payment Schedule:** Compensation shall be paid in quarterly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each, due within thirty (30) days of the beginning of each quarter.

3.2 **First Payment:** The first quarterly payment shall be due within thirty (30) days of the Effective Date.

3.3 **Invoice Submission:** OutReach shall submit invoices to CAYA Clinic's Director of Operations quarterly for services rendered.

4. **SCOPE OF SERVICES**

In consideration of the compensation provided, OutReach agrees to provide the following services:

4.1 **Staffing and Service Delivery**

OutReach shall designate and maintain a qualified staff member ("**OutReach Staff Member**") to provide HIV/STI-related services at the Center according to the following parameters:

a) **Staffing Requirements:** The OutReach Staff Member shall be a qualified professional with experience in HIV/STI education, LGBTQ+ health, and harm

reduction principles. OutReach shall ensure the staff member receives ongoing training in cultural competency, trauma-informed care, and current HIV/STI prevention and treatment protocols.

- b) **Service Hours:** The OutReach Staff Member shall provide services at the Center on a schedule to be mutually agreed upon by both Parties, with a minimum presence of four (4) hours per week during the Center's operating hours.
- c) **Flexibility:** Service hours may be adjusted based on Center participant needs and demand, subject to mutual agreement between the Parties.
- d) **Supervision and Support:** OutReach shall maintain direct supervision and administrative support for the OutReach Staff Member, including scheduling, performance evaluation, and professional development.

4.2 HIV/STI Education Services

The OutReach Staff Member shall provide comprehensive HIV/STI education services, including:

- a) **Individual Education:** One-on-one education sessions with Center participants covering:
 - HIV transmission, prevention, and treatment options
 - STI prevention, symptoms, and treatment
 - Pre-Exposure Prophylaxis (PrEP) and Post-Exposure Prophylaxis (PEP) information
 - Safer sex practices and harm reduction strategies
 - HIV/STI stigma reduction and support
- b) **Group Education:** Facilitation of group education sessions, workshops, or presentations on HIV/STI-related topics, scheduled in coordination with Center staff and based on participant interest.
- c) **Educational Materials:** Distribution and display of current, evidence-based educational materials, including brochures, posters, and multimedia resources. OutReach shall ensure all materials are culturally appropriate, accessible, and available in multiple languages when possible.
- d) **Harm Reduction Integration:** All education services shall be delivered using harm reduction principles, meeting people where they are without judgment, and respecting individual autonomy in health decision-making.

4.3 Referral to HIV/STI Testing

The OutReach Staff Member shall facilitate access to HIV/STI testing through the following services:

- a) **Testing Counseling:** Pre-test counseling to discuss testing options, risk assessment, and address questions or concerns about the testing process.
- b) **Referral Coordination:** Referrals to appropriate HIV/STI testing services, which may include:
 - On-site testing events coordinated with partner organizations
 - Referrals to other community-based testing sites
 - Referrals to clinical testing facilities
- c) **Barrier Reduction:** Assistance in overcoming barriers to testing, including transportation support information, insurance navigation, and connection to free or low-cost testing options.
- d) **Follow-Up Support:** Follow-up contact with individuals who received testing referrals to confirm attendance, provide additional support, and facilitate connection to results and care as appropriate.

- e) **Confidentiality:** All testing referral services shall be provided with strict adherence to confidentiality and privacy standards, ensuring participant information is protected in accordance with applicable laws and regulations.

4.4 Linkage to Care Services

The OutReach Staff Member shall provide comprehensive linkage to care services for individuals who test positive for HIV or STIs, including:

- **Post-Test Support:** Emotional support and counseling following positive test results, including information about treatment options and prognosis.
- **Care Navigation:** Assistance in navigating the healthcare system, including:
 - Identification of appropriate HIV/STI care providers and clinics
 - Scheduling initial medical appointments
 - Insurance enrollment support and connection to Ryan White or other funding programs
 - Connection to medication assistance programs
- **Warm Handoffs:** Direct connection to care providers through warm handoffs, including accompanying individuals to initial appointments when appropriate and with consent.
- **Ongoing Support:** Continued follow-up to ensure successful engagement with medical care, addressing barriers to care retention, and providing ongoing support and resources.
- **Holistic Services:** Connection to additional support services such as mental health counseling, substance use treatment, housing assistance, and peer support groups.
- **Partner Services:** Information and voluntary referral to partner notification services in accordance with public health guidelines and participant preferences.

4.5 Documentation and Reporting

- **Service Documentation:** OutReach shall maintain confidential records of services provided, including number of education sessions, referrals made, and linkage to care outcomes, in compliance with all applicable privacy laws.
- **Quarterly Reports:** OutReach shall provide quarterly reports to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations summarizing:
 - Number of individuals served
 - Types of services provided
 - Number of testing referrals and successful testing completions
 - Linkage to care outcomes
 - Barriers encountered and recommendations for improvement
 - Success stories and impact narratives (de-identified)
- **Data Privacy:** All reports shall contain only aggregate, de-identified data that protects participant confidentiality and complies with HIPAA and other applicable privacy regulations.

5. MUTUAL RESPONSIBILITIES

- 5.1 **Communication:** Both Parties agree to maintain regular, open, and respectful communication regarding the implementation of this MOU.
- 5.2 **Coordination:** Both Parties agree to coordinate schedules and activities in good faith to facilitate the effective delivery of services outlined in this MOU, including participation in regular coordination meetings.
- 5.3 **Facility Access:** CAYA Clinic agrees to provide the OutReach Staff Member with appropriate workspace, access to the Center during agreed-upon service hours, and

reasonable resources needed to deliver services (such as private meeting space and storage for materials).

- 5.4 **Non-Discrimination:** Both Parties agree to adhere to all applicable non-discrimination laws and to provide services without discrimination based on race, ethnicity, gender, gender identity, sexual orientation, age, disability, HIV status, drug use, or any other protected characteristic.
- 5.5 **Cultural Competency:** Both Parties affirm their commitment to providing culturally competent, affirming, and trauma-informed services that respect the dignity, identity, and lived experiences of all individuals served.
- 5.6 **Harm Reduction Alignment:** Both Parties agree that all services provided under this MOU shall align with harm reduction principles, including accepting people where they are, prioritizing immediate safety and well-being, and respecting individual autonomy.

6. INDEPENDENCE OF PARTIES

This MOU does not create an employment relationship, partnership, joint venture, or agency relationship between the Parties. OutReach shall operate as an independent organization, and the OutReach Staff Member and any other OutReach employees, volunteers, or representatives shall not be considered employees or agents of CAYA Clinic.

7. CONFIDENTIALITY AND DATA SHARING

Both Parties agree to maintain strict confidentiality of all participant information and to comply with all applicable privacy laws and regulations, including HIPAA. Any data or information shared between the Parties shall be:

- De-identified or aggregated whenever possible
- Shared only with proper authorization and consent when individual information is necessary
- Used only for purposes consistent with this MOU and applicable law
- Protected with appropriate security measures

8. TERMINATION

8.1 **Termination for Convenience:** Either Party may terminate this MOU for any reason by providing sixty (60) days written notice to the other Party.

8.2 **Termination for Cause:** Either Party may terminate this MOU immediately upon written notice if the other Party:

- a) Materially breaches any provision of this MOU and fails to cure such breach within thirty (30) days of receiving written notice; or
- b) Engages in illegal activity related to the performance of this MOU.

8.3 **Payment Upon Termination:** In the event of termination, CAYA Clinic shall compensate Outreach on a pro-rata basis for services rendered up to the date of termination.

9. MODIFICATION

This MOU may only be modified or amended by written agreement signed by authorized representatives of both Parties.

10. DISPUTE RESOLUTION

In the event of any dispute arising from this MOU, the Parties agree to first attempt to resolve the matter through good faith negotiation. If negotiation is unsuccessful, the Parties agree to engage in mediation before pursuing any legal remedies.

11. INSURANCE AND LIABILITY

Each Party shall maintain appropriate insurance coverage for its operations and staff, including general liability and professional liability insurance. Each Party shall be responsible for its own actions and the actions of its employees, volunteers, and agents.

12. NOTICES

All notices required or permitted under this MOU shall be in writing and delivered to:

For CAYA Clinic:

Lara Skye Boughman
Clinical Director
CAYA Clinic
4785 Hayes Rd, STE 201, Madison, WI 53704
Skye.boughman@cayaclinic.com
608-844-8473 ext 702

For OutReach:

Steve Starkey
Executive Director
OutReach LGBTQ+ Community Center
2701 International Lane, STE 103, Madison, WI 53704
steves@lgbtoutreach.org
608-255-8582

13. ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

14. SEVERABILITY

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

15. GOVERNING LAW

This MOU shall be governed by and construed in accordance with the laws of Wisconsin, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

CAYA CLINIC

By: 
Name: Lara Skye Boughman
Title: Clinical Director

Date: 10/13/2025

OUTREACH LGBTQ CENTER

By: 
Name: Steve Starkey
Title: Executive Director

Date: 10/14/2025

MEMORANDUM OF UNDERSTANDING

BETWEEN

DRUG USERS UNION (DUO)

AND

CAYA CLINIC

This Memorandum of Understanding ("**MOU**") is entered into as of January 1, 2026 ("**Effective Date**"), by and between:

DRUG USERS UNION (DUO), a drug users advocacy organization ("**DUO**"), and **CAYA CLINIC**, a healthcare organization ("**CAYA Clinic**").

DUO and CAYA Clinic may be referred to individually as a "**Party**" and collectively as the "**Parties**".

1. **PURPOSE**

This MOU establishes a collaborative partnership between DUO and CAYA Clinic to enhance harm reduction services at the Rene Livingston-Detienne Drop in Center ("**the Center**"). The Parties recognize the critical importance of peer-led harm reduction services and the expertise that people who use drugs bring to the design, implementation, and oversight of services intended to serve them.

2. **TERM**

This MOU shall commence on the Effective Date and shall remain in effect for one (1) year, concluding on December 31, 2026, unless terminated earlier in accordance with Section 8 of this MOU. This MOU may be renewed upon mutual written agreement of both Parties.

3. **COMPENSATION**

CAYA Clinic agrees to compensate DUO's fiscal sponsor, Points of Distribution in the amount of Twenty-Five Thousand Dollars (**\$25,000.00**) per year for the services outlined in Section 4 of this MOU.

3.1 **Payment Schedule:** Compensation shall be paid in quarterly installments of Six Thousand Two Hundred Fifty Dollars (\$6,250.00) each, due within thirty (30) days of the beginning of each quarter.

3.2 **First Payment:** The first quarterly payment shall be due within thirty (30) days of the Effective Date.

3.3 **Invoice Submission:** DUO shall submit invoices to CAYA Clinic's Director of Operations quarterly for services rendered.

4. **SCOPE OF SERVICES**

In consideration of the compensation provided, DUO agrees to provide the following services:

4.1 **Harm Reduction Works Meetings**

DUO shall facilitate Harm Reduction Works Meetings at the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Frequency:** Meetings shall be held on a regular schedule to be mutually agreed upon by both Parties, with a minimum of one (1) meeting per month.
- b) **Purpose:** Meetings shall provide a structured forum for people who use drugs to:
 - Share experiences and concerns regarding services at the Center

- Provide feedback on programs and policies
 - Contribute to harm reduction education and peer support
 - Build community among Center participants
- c) **Facilitation:** DUO shall assign qualified peer facilitators to lead these meetings in accordance with harm reduction principles and trauma-informed practices.
- d) **Documentation:** DUO shall provide written summaries of key themes, concerns, and recommendations from each meeting to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations within two (2) weeks following each meeting.

4.2 Hiring Committee Participation

DUO shall select and designate one (1) representative member to participate in hiring committees for all positions at the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Selection Process:** DUO shall select its representative through its internal democratic processes and shall notify CAYA Clinic of the designated representative within two (2) weeks of the Effective Date and whenever a replacement is necessary.
- b) **Participation Rights:** The DUO representative shall have full voting rights equal to other hiring committee members in the selection of candidates for all positions at the Center.
- c) **Notification:** CAYA Clinic agrees to provide the DUO representative with timely notice of all hiring committee meetings, with a minimum of one (1) week advance notice whenever possible.
- d) **Materials Access:** CAYA Clinic shall provide the DUO representative with access to all materials provided to other committee members, including position descriptions, candidate applications, and evaluation criteria.
- e) **Confidentiality:** The DUO representative agrees to maintain confidentiality regarding all candidate information and hiring deliberations in accordance with applicable laws and CAYA Clinic policies.
- f) **Compensation:** Any compensation for the DUO representative's time spent on hiring committee activities is included in the annual compensation specified in Section 3 and shall be administered by DUO.

4.3 Quarterly Walk-Through and Assessment

DUO shall conduct a comprehensive quarterly walk-through assessment of the Rene Livingston-Detienne Drop in Center according to the following parameters:

- a) **Frequency:** Walk-throughs shall be conducted once per quarter, scheduled at mutually agreed upon times.
- b) **Assessment Team:** DUO shall designate qualified representatives, including people with lived experience of drug use, to conduct the walk-through.
- c) **Assessment Focus:** The walk-through shall evaluate:
- Physical environment and accessibility
 - Staff interactions and adherence to harm reduction principles
 - Availability and quality of harm reduction supplies and services
 - Privacy and dignity in service delivery
 - Barriers to service access
 - Overall alignment with harm reduction best practices
- d) **Written Feedback:** DUO shall provide comprehensive written feedback within three (3) weeks following each quarterly walk-through to CAYA Clinic's Program Manager, Clinical Director, and Director of Operations.
- e) **Response and Follow-Up:** CAYA Clinic agrees to provide a written response to DUO's feedback within three (3) weeks of receipt, addressing concerns raised and outlining any planned actions.

- f) **Access:** CAYA Clinic agrees to provide DUO representatives conducting the walk-through with reasonable access to all areas of the Center and opportunities to observe service delivery, subject to participant consent and privacy requirements.

5. **MUTUAL RESPONSIBILITIES**

- 5.1 **Communication:** Both Parties agree to maintain regular, open, and respectful communication regarding the implementation of this MOU.
- 5.2 **Coordination:** Both Parties agree to coordinate schedules and activities in good faith to facilitate the effective delivery of services outlined in this MOU.
- 5.3 **Harm Reduction Principles:** Both Parties affirm their commitment to harm reduction principles, including:
- Accepting people who use drugs for who they are without judgment
 - Recognizing drug use as a complex health and social issue
 - Ensuring services are accessible and non-coercive
 - Empowering people who use drugs to make their own decisions
 - Respecting the dignity and rights of all individuals
- 5.4 **Non-Discrimination:** Both Parties agree to adhere to all applicable non-discrimination laws and to provide services without discrimination based on race, ethnicity, gender, gender identity, sexual orientation, age, disability, drug use status, or any other protected characteristic.

6. **INDEPENDENCE OF PARTIES**

This MOU does not create an employment relationship, partnership, joint venture, or agency relationship between the Parties. DUO shall operate as an independent organization, and no employee, volunteer, or representative of DUO shall be considered an employee or agent of CAYA Clinic.

7. **INTELLECTUAL PROPERTY AND DATA**

7.1 **Pre-Existing Intellectual Property**

Each Party retains ownership of its pre-existing intellectual property, materials, and methodologies.

7.2 **Data Sharing**

Any data or information shared between the Parties shall be handled in accordance with applicable privacy laws, including HIPAA where applicable. Neither Party shall share confidential or identifying information about individuals without proper consent.

7.3 **Work Product**

Any reports, assessments, or materials created by DUO in the course of providing services under this MOU may be used by both Parties for purposes consistent with their respective missions.

8. **TERMINATION**

- 8.1 **Termination for Convenience:** Either Party may terminate this MOU for any reason by providing sixty (60) days' written notice to the other Party.
- 8.2 **Termination for Cause:** Either Party may terminate this MOU immediately upon written notice if the other Party:
- a) Materially breaches any provision of this MOU and fails to cure such breach within thirty (30) days of receiving written notice; or
 - b) Engages in illegal activity related to the performance of this MOU.

8.3 **Payment Upon Termination:** In the event of termination, CAYA Clinic shall compensate DUO on a pro-rata basis for services rendered up to the date of termination.

9. **MODIFICATION**

This MOU may only be modified or amended by written agreement signed by authorized representatives of both Parties.

10. **DISPUTE RESOLUTION**

In the event of any dispute arising from this MOU, the Parties agree to first attempt to resolve the matter through good faith negotiation. If negotiation is unsuccessful, the Parties agree to engage in mediation before pursuing any legal remedies.

11. **NOTICES**

All notices required or permitted under this MOU shall be in writing and delivered to:

For DUO:

Jess Morrow
Secretary
Drug Users Organizing (DUO)
2604 Arbor Drive
Morrow.jess@outlook.com
608-287-9732

For CAYA Clinic:

Skye Boughman
Clinical Director
CAYA Clinic
4785 Hayes Rd, STE 201, Madison, WI 53704
skye.boughman@cayaclinic.com
608-844-8473 ext 702

12. **ENTIRE AGREEMENT**

This MOU constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, understandings, and agreements between the Parties.

13. **SEVERABILITY**

If any provision of this MOU is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

14. **GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of [State], without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the date first written above.

DRUG USERS' ORGANIZING (DUO)

By: 

Date: 10/15/2025

Name: Jess Morrow
Title: Secretary

CAYA CLINIC

By: 

Date: 10/16/2025

Name: Lara Skye Boughman, MS, CSAC, LPC
Title: Clinical Director

Oct 13, 2025

To whom it may concern:

My name is Mat Hazelberg. I am President and Co-founder of **PULSE**, a Wisconsin nonprofit advocating for harm reduction, safe supply access, and drug policy reform. We empower people who use drugs and their communities through education, support, and advocacy to reduce harm, challenge stigma, and promote a more just society.

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, CAYA Clinic's proposed center will fill a vital gap in our community's continuum of care.

The collaborative approach outlined in this proposal, which emphasizes partnerships with existing community organizations, demonstrates CAYA Clinic's commitment to building on established relationships and leveraging existing resources. This model ensures that services are coordinated, culturally responsive, and effectively meet the diverse needs of the population served.

Key benefits of this proposal include:

Public Health Impact: The center will reduce disease transmission, prevent overdose deaths, and provide pathways to treatment, recovery, and health services.

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Evidence-Based Practice: This approach aligns with recommendations from the Centers for Disease Control and Prevention, the American Medical Association, and other leading health organizations.

CAYA Clinic has demonstrated a deep commitment to harm reduction principles and has provided a much needed service to the Dane County community. Although CAYA is a newer organization they have proven outcomes of success working with people who use drugs and people with mental health concerns. Their commitment to serving marginalized populations with dignity and respect makes them ideally suited to operate this vital program.

I urge you to give this proposal your full consideration and support. The establishment of this harm reduction drop-in center will save lives, improve health outcomes, and strengthen our community's ability to support all of its members.

Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to read "Mat Hazelberg".

Mat Hazelberg

Co-founder and President, PULSE

Mat@people4pulse.org

(414) 587-8664

E-Signature Certificate

Document ID: 68eea4f32a2a7a8cc16e1a92

Status: ● Completed

Document: Letter of Support Harm Reduction Drop in Center (1)

Signer: Mat Hazelberg (mat@people4pulse.org)

Number of Pages: 2

Completion Date: October 14, 2025, 19:31 UTC

Signer	Timestamps	Signature
<p>Mat mat@people4pulse.org Using IP: 2603:6000:9bf0:a0e0:98c0:4057:39d8:79da IP Location: United States, Milwaukee</p> <p>Authentication Method: Email</p>	<ul style="list-style-type: none">● Viewed October 14, 2025, 19:31 UTC● Signed October 14, 2025, 19:31 UTC	

October 2, 2025

To Whom It May Concern:

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Please do not hesitate to contact me if you require additional information or would like to discuss this proposal further.

Sincerely,

A handwritten signature in black ink, appearing to be "Alan C. [unclear]", written in a cursive style.

[Signature on file] Alan C. Robinson Executive Director Satori House Recovery Inc. 608-287-8698 |
Alan@SatoriSafe.org



COUNTY OF DANE
Department of Emergency Management

MELISSA AGARD, County Executive CHARLES A. TUBBS, SR., Director

Emergency Planning Division
(608) 266-4330

Emergency Medical Services Division
(608) 266-4387

Hazardous Materials Planning Division
(608) 266-9051

10/15/2025

Public Health Madison & Dane County

RE: Harm Reduction Drop-In Center- Letter of Support

To Whom it May Concern:

On behalf of Dane County Emergency Management, EMS Division, we are pleased to extend our support to establish a harm reduction drop-in center. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

Harm reduction drop-in centers have been proven effective in reducing overdose deaths, connecting individuals to healthcare and social services, and improving overall community health outcomes. By providing a safe, non-judgmental space where people can access sterile supplies, health screenings, counseling, and peer support, a drop-in center will fill a vital gap in our community's continuum of care.

Our support for this initiative is rooted in the daily encounters of our local EMS providers with individuals who use substances and have complex needs where connection to resources is essential. Dane County EMS can demonstrate this support by coordinating with the awarded agency to provide training and education about this resource to first responders, as well as provide this information in leave-behind kits, vending machines, and other harm reduction supplies.

Sincerely,

Carrie Meier

Assistant Director
Dane County Emergency Management

Email: meier.carrie@danecounty.gov

Phone: 608-266-5374

10/17/2025

Dear Public Health Madison & Dane County,

It is an honor and a privilege to be writing this letter in support of CAYA Clinic to establish and serve as the agent of the Dane County's Harm Reduction and Prevention Drop-in Center.

When Skye Boughman, Founder and Executive Director of CAYA Clinic, approached me about naming the community hub after my late wife, Rene Livingston-De Tienne, who passed away on January 8, 2025, my jaw dropped and tears filled my eyes. It left me speechless and put into perspective the legacy she left this world.

Through her own lived experience, Rene knew the painful struggle for the lack of resources for those who use drugs. Thus, during the last 8 years of her life she felt it was her life's purpose to serve behind the scenes not only as a leader and advocate in the harm reduction community through mentorship, peer support, and by serving on countless committees but also as a trusted friend to many. I knew she made a big impact on people, but it wasn't until after her death when the third person approached me saying, "Rene saved my life" did I start to fathom how deep of an impact Rene made.

Rene served as a change agent and fearless leader who refused to accept the status quo, challenged systemic stigma, advocated for basic needs, and tirelessly researched new and innovative ways to serve those in her community who use drugs through a practice that has been statistically proven to work, harm reduction. She knew personally how desperately many drug users needed access to resources and how resources were limited. It seriously pained her to see basic needs go unmet. She believed it was imperative to treat those who use drugs with fundamental needs such as compassion, love, support and resources. She understood, this access was a right, not a privilege.

After attending public hearings to speak in favor of the creation of the Opioid Settlement Subcommittee, Rene was ecstatic to be recommended and to serve on the subcommittee. To her, as with all of her work in the community, it was an honor and privilege to serve and uplift the voices so often forgotten. She was not one to take credit for the work "she" accomplished because she knew it was always a group effort. Rather, she was proud to celebrate collaborative wins and learning opportunities between all parties. However, I am here to tell you that alongside the subcommittee she did spend significant time lending her passion and writing skills for the submission of recommendations for the Drop-in Center to the HHN's subcommittee.

I cannot think of a higher honor than having the Drop-in Center named after the legacy of our beloved Rene Livingston-De Tienne. Having CAYA serve as the agent to the Rene

Livingston-De Tienne Drop-in Center would be an expansion of the ongoing work they are currently doing in the community. Their vision of the hub stands for everything Rene believed in; stigma reduction, overdose prevention, basic needs, dignity, compassion, access to health and mental health support, and a space where belonging and community thrive. This would be the ultimate tribute to all she has done and I look forward to the day I can explain to our now 2-year-old the love and gifts her momma gave and left to our world. Below, you will find a poem written by Rene that I find fitting for this moment.

With all of my gratitude,

Danee Livingston-De Tienne

Gardening for Prevention Specialists

How do we climb down to the roots
of a tree we've been perched in for thousands years?

Heaven knows that humans have always searched

For ways to numb our pains and fears

But when we look down from our view above

we see hundreds and thousands of fallen,

and the urgency rises up stronger than ever;

this is not just a job, it's a calling.

But where do we start, and how can we stop it?

It starts like a seedling within us,

to uncover our biases, challenge the stigma,

and learn from those with lived experience.

When we change how we view both drugs and drug users

and the families and friends who support them,

we start to comprehend the trauma at its core,

and begin learning how to find healing.

It can start so simply, fertile soil and warm days,

we cultivate dignity and forgiveness;
we seek the new loam of each other's cultures,
spread respect, equity, and awareness.
Like new gardeners we study the evidence and data
in that knowledge lies all of our tools,
it's far more, we know, than a war on the drugs
or the D.A.R.E. that they taught us in schools.
Johann Hari once said that the opposite of
addiction is based in connection –
so we form coalitions and peer support groups
and stop punishing drugs with detention.
We consider what makes each person succeed
and build up their protective factors.
We offer kids hope, and distraction, and fun,
and a chance to break free from the captors
of poverty, racism, healthcare inequities,

we acknowledge generational trauma;
we provide education, have real conversation,
and offer a different way forward.
We've embarked on a journey to get the source,
to the roots under all the distraction,
And together we'll prune, and water, and feed,
to grow healthier, safer foundations.
All of us know it won't be easy work
it may anger or lead us to tears

But like anything worth it, we'll do it together
with counselors, with congress, with peers.
The uncountable branches may shadow us now.
But with care and compassion our guides,
no heart aching or dirt-crusted hands
will deter us from saving more lives.
So take heart, dear warriors, no efforts in vain
the future awaits us with sunshine and fresh rain
to a green-leaf dappled sky once more we'll climb
hand linked as together, we rise.

© 2023 R.B. Simon

October 2, 2025

To Whom It May Concern:

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Sincerely,

A handwritten signature in black ink, appearing to be "Alan C. [unclear]".

[Signature on file] Alan C. Robinson Executive Director Satori House Recovery Inc. 608-287-8698 |
Alan@SatoriSafe.org

Black Business Hub
2352 S Park St Suite 302
Madison, WI 53713



www.safecommunities.org
Email: info@safecommunities.org
Phone# (608) 441-3060
Fax# (608) 441-3055

Saving Lives Together

October 10, 2025

To whom it may concern:

I am writing to express my strong support for CAYA Clinic, Inc's proposal to establish a harm reduction drop-in center in partnership with community organizations. This initiative represents a critical and evidence-based approach to addressing substance use and supporting the health and wellbeing of some of our community's most vulnerable members.

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Sincerely,

A handwritten signature in black ink, appearing to read 'Tanya Kraege', written in a cursive style.

Tanya Kraege LCSW, CSAC, WI CPS

Director of Peer Services



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

CAYA CLINIC INC
730 AZTALAN DRIVE
MADISON, WI 53718

Date: 11/21/2023
Employer ID number: [REDACTED]
Person to contact:
Name: Customer Service
ID number: [REDACTED]
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
August 03, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
[REDACTED]

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements