KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

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AMENDED AND RESTATED OPERATION AND EASEMENT AGREEMENT

[NOTE: This instrument amends, supersedes and replaces that certain, Operation and Easement Agreement, recorded as Document No. 4525865 and the First Amendment thereto as Document No. 4968445 and that certain Amended and Restated Operation and Easement Agreement recorded as Document No. 5853611.]

THIS AMENDED AND RESTATED OPERATION AND EASEMENT AGREEMENT (this "Agreement") is made and entered into as of August 6, 2022, by and among the Community Development Authority of the City of Madison, a redevelopment authority created under Section 66.1333, Wis. Stats. ("CDA"); ULGMCED, LLC, a Wisconsin limited liability company ("ULGMCED"); ULGM Real Estate Holdings, Inc.; a Wisconsin non-stock corporation ("ULGM Holdings"); ACHC Facilities, Inc., a Wisconsin non-stock corporation ("ACHC"), and the City of Madison, a Wisconsin municipal corporation (the "City") (each, a "Party" and, collectively, the "Parties").

Recording Area

Return Address:

City of Madison Community
Development Authority
Madison Municipal Building, Ste 161
215 Martin Luther King, Jr. Blvd.
Madison, Wisconsin 53703

Parcel Identification Numbers:

See attached Exhibit A

RECITALS:

WHEREAS, the CDA and ULGMCED entered into that certain Operation and Easement Agreement, dated March 26, 2009 and recorded with the Dane County Register of Deeds on April 1, 2009 as Document No. 4525865 (the "Original OEA"), whereby the CDA and ULGMCED created certain rights, privileges and easements and imposed certain restrictions, obligations and covenants affecting all of the real estate then described as Lots 1 and 2 of Certified Survey Map No. 12600, City of Madison, Dane County, Wisconsin (the "Property"), as currently described on the attached Exhibit A; and

WHEREAS, following the recording of the Original OEA, the Property was subdivided to accommodate additional development, portions of the subdivided Property were conveyed to third parties and the Original OEA was amended to reflect those changes, as set forth in that certain First Amendment to Operation and Easement Agreement, dated March 8, 2013, recorded with the Dane County Register of Deeds on March 11, 2013, as Document No. 4968445 (the "First Amendment to OEA"); and

WHEREAS, following the recording of the First Amendment to the OEA, the Property was further divided to accommodate additional development; and

WHEREAS, as of the date hereof, fee ownership of the Property is as follows:

(i) the CDA is the owner of Lot 1 of Certified Survey Map No. 15938 (the "CDA Parcel");

(ii) Lot 2 of Certified Survey Map No. 12790 (the "SMCC Parcel") is subject to a condominium form of ownership and divided into two units. The Owners of the two units are as follows:

ULGMCED is the owner of Unit 2 of South Madison Community Condominium (the "ULGMCED Unit");

the City is the owner of Unit 1 of South Madison Community Condominium (the "Library Unit");

(iii) ULGM Holdings is the owner of Lot 2 of Certified Survey Map No. 15938 (the "Hub Parcel"); and

(iv) ACHC is the fee owner of Lot 1 of CSM 13468 (the "ACHC Parcel").

(each, a "Parcel," and collectively, the "Parcels").

WHEREAS, the Parcels are each a part of an integrated development commonly known as The Village on Park (the "Development,") as depicted on the site plan attached hereto as Exhibit B;

WHEREAS, the Parties, constituting all of the owners of the Development, desire to amend and restate the Original OEA and First Amendment to OEA on the terms and conditions set forth herein.

AGREEMENT:

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS. For the purpose of this Agreement, the following terms shall have the following meaning:

a) Common Areas. The term "Common Areas" shall mean and include the Surface Parking, the Parking Garage, and all parts of the Development (exclusive of any area within the lot lines of the HUB Parcel, and the SMCC Parcel) that are from time to time devoted to vehicular parking, bicycle parking, approaches, exits, entrances, common sidewalks, crosswalks or other pedestrian walkways, incidental and interior roadways, parking islands, lighting fixtures, curbs, incidental and interior roadways, green space, seating areas and trellis, landscaped areas and other similar areas, common signage and other similar areas. Notwithstanding the foregoing, no portion of the ACHC Parcel shall be included as part of the Common Areas.

b) Non ACHC Parcels. The term "Non ACHC Parcels" shall mean and collectively include the CDA Parcel, the SMCC Parcel and the Hub Parcel.

b) Owner. The term "Owner" shall mean and include the respective owners, as the same may be changed from time to time, of the Parcels, and of any further redivision of said Parcels by platting, certified survey map or otherwise.

c) Parking Garage. The term "Parking Garage" shall mean and refer to the estimated 295-stall parking garage to be constructed, operated and maintained by the CDA along Hughes Place on the CDA Parcel.

d) Permittees. The term "Permittees" shall mean and refer to all franchisers, customers, employees, lessees, licensees and other business invitees of the Owners. The term "Permittee" shall refer to the franchisers, customers, employees, lessees, licensees and other business invitees of an Owner.

e) Private Storm Easement. The term "Private Storm Easement" is a private storm easement between the CDA and ULGM Holdings recorded as Document No. 5828906 in the City of Madison, Dane County, Wisconsin.

f) Private Utility Easement. The term "Private Utility Easement" is a private utility easement between the CDA and ULGM Holdings recorded as Document No. 5829267 in the City of Madison, Dane County, Wisconsin.

g) Surface Parking. The term "Surface Parking" shall mean and refer to any vehicular parking stalls that are from time to time maintained within the Development, exclusive of (i) any parking stalls located within the Parking Garage, and (ii) any parking stalls located on the ACHC Parcel.

h) Utility Facilities. The term "Utility Facilities" shall include telephone, gas, electric, water, storm sewer, sanitary sewer and other public utilities that service one or more Parcels as described below in Section 3.b.

2. DECLARATION OF CONDITIONS AND RESTRICTIONS. The Parties hereby subject the Parcels to the terms of this Agreement and agree that the Parcels shall be conveyed and transferred, whether in whole or in part, subject to the easements, covenants, conditions, and restrictions set forth in this Agreement. It is the purpose of this Agreement to create easements, and to place covenants, conditions, and restrictions on the use of the Parcels so that the intended commercial use of said Parcels may be maintained and controlled. The purpose of the restrictions herein is in furtherance of the general commercial use of the Parcels and shall be interpreted and construed consistent with that intention.

3. CREATION OF EASEMENTS AND COMMON AREAS.

a) Access and Parking Easements.

i. Each Party hereby grants to each other Party, for the benefit of the other Party and their Permittees, permanent non-exclusive easements over, upon and across those portions of the Development, which are from time to time developed and used as Common Areas, for the purposes of (i) pedestrian and vehicular access, ingress, egress, passage and traffic upon, over, across, and through such Common Areas; and (ii) for

parking for the Permittees of the CDA Parcel, the SMCC Parcel and the Hub Parcel. The Permittees of the ACHC Parcel shall not benefit from easements for parking.

ii. The ACHC Parcel shall be subject to permanent non-exclusive easements for the benefit of the Permittees of the Non ACHC Parcels, upon, over, across and through those portions of the ACHC Parcel which are from time to time developed and used for the purposes of pedestrian and vehicular access, ingress, egress, passage and traffic upon, over, across and through such areas.

iii. The Owners shall maintain reasonably unrestricted access at all times between the Parcels. No hedge, fence, wall or other barrier shall be erected between said Parcels except: (i) for the construction by the CDA for site improvements; and (ii) for the construction of any approved uses on any subdivision of the CDA Parcel; and (iii) by the City for any public improvements on the CDA parcel; and (iv) as is necessary to avoid public dedication of all or any portion of the Common Areas; and (v) as is necessary to permit the organized flow of vehicular and pedestrian traffic between the Parcels or for any other purpose consistent with the purpose of this Agreement. Any change in the design and configuration of the Common Areas shall be approved in writing by the Parties, their successors and assigns, which approval shall not be unreasonably withheld.

b) Utility and Storm Easements.

i. The CDA has approved a number of easements on the CDA Parcel that are either exclusive to one Parcel, shared between two Parcels or shared between the Non ACHC Parcels as described in the (i) ALTA survey prepared by Synder & Associates Inc. dated November 24, 2021; and (ii) the Private Utility Easement; and (iii) the Private Storm Easement. If any of the Owners require any future Utility Facilities easements on any other Owner's Parcel it shall submit said request in writing to the Owner for its approval. Any installation, maintenance, repair or replacement activities must be done in such a way as to minimize disturbance to and obstruction of the other adjacent Parcels. If any temporary easements are required on the adjacent Parcels, then the Owner performing the work shall receive written approval from said adjacent Parcels.

ii. Shared Easements and Infrastructure. The below portions of the below referenced easements and infrastructure are shared between the Non ACHC Parcels.

1. The Private Storm Easement. In the Private Storm Easement, the following infrastructure as defined/depicted in the Section and Exhibits noted below will benefit the Non ACHC Parcels: (i) the "Shared Stormwater Infrastructure" as defined in Section 1.b; legally defined Exhibit C; and depicted Exhibit B. A portion of the Shared Stormwater Easement Area as depicted in Exhibit B of the Private Storm Easement and included in the legal description in Exhibit C of the Private Storm Easement is on the Hub Parcel. ULGM Holdings permits the CDA to use said portion of the Shared Stormwater

Easement Area, if needed, to perform any repairs, maintenance and replacement work.

2. The Private Utility Easement. In the Private Utility Easement, the following infrastructure as defined/depicted in the Section and Exhibit noted below will benefit the Non ACHC Parcels: the "New Water Facilities" defined in Section 1.c, and depicted Exhibit B.

3. CDA Phase II Storm Site Work. As part of the master plan redevelopment of the CDA Parcel, the CDA will be installing at its cost new storm infrastructure in the Common Areas that will connect to Shared Stormwater Infrastructure and the existing storm infrastructure that will benefit the Non ACHC Parcels; collectively the Shared Stormwater Infrastructure, the existing storm infrastructure and any new storm infrastructure in the Common Areas that benefit the Non ACHC Parcels is defined as "Shared CA Storm Infrastructure".

4. CDA Phase II Utility Site Work. As part of the master plan redevelopment of the CDA Parcel, the CDA will be installing at its cost new water facilities in the Common Areas that will connect to New Water Facilities and the existing water facilities in the Common Areas that will benefit the Non ACHC Parcels; collectively the New Water Facilities, the existing water facilities and any new storm infrastructure in the Common Areas that benefit the Non ACHC Parcels is defined as "Shared CA Water Facilities".

5. The Shared CA Storm Infrastructure and the Shared CA Water Facilities are collectively defined as the "Shared CA Non ACHC Parcel Infrastructure" and are shown in the attached Exhibit C. The CDA Phase II new storm infrastructure and new water facilities shown in Exhibit C are in the design phase, and are shown in the general vicinity of where said items will be located.

6. After the CDA Phase II Storm Site Work and the CDA Phase II Utility Site Work is complete, the repairs, maintenance and replacement of the Shared CA Non ACHC Parcel Infrastructure, will be governed by this Agreement as follows:

    a. The CDA or its agents shall manage and coordinate any repair, maintenance and replacement work of the Shared CA Non ACHC Parcel Infrastructure, so that no

unreasonable interference occurs with respect to the operation on any Owner's Parcel.

b. The cost to repair, maintain or replace the Shared CA Non ACHC Parcel Infrastructure any right of way disturbed as a result of this work will be split between the Non ACHC Parcels. The Non ACHC Parcel Owners will be billed by their respective pro rata share of CAM Charges as outlined in Section 6.d below.

The CDA will send the Non ACHC Parcels Owners an invoice outlining the costs (if not included in the estimated CAM Charges), and the Non ACHC Parcel Owners shall pay the CDA within 30 days of receipt of the invoice. If any Non ACHC Parcels Owner fails to pay the CDA for its share of the costs within the due date of thirty (30) days of the written notice, such amount due to the CDA shall bear interest from the date when due until paid at the lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

Notwithstanding the foregoing, in the event any portion of the Shared CA Non ACHC Parcel Infrastructure is damaged by improper or extraordinary use by a Party, the Party causing the damage shall repair the same at its sole cost and expense to substantially the same condition as existed prior to such damage, including any damage to the easement area, CDA Parcel, and any right of way disturbed as a result of such improper or extraordinary use.

No changes to, additions to or alterations of the Shared CA Non ACHC Parcel Infrastructure shall be allowed by the responsible Owner without the prior written approval of applicable plans and specifications by the CDA, and the CDA receives a certificate of insurance from the responsible Owners Grantee contractors per Section 7.h of this Agreement.

c) Storm Water Drainage Easement. Each Party hereby grants to each other Party, for the benefit of the other Party, their successors and assigns, a perpetual surface water drainage easement over the granting Party's Parcel. The easement will include and encompass the existing surface water drainage patterns and flow rates only and will not include significant changes or increases thereto.

4. PARKING COVENANTS.

a) ACHC Parcel. ACHC shall be required to maintain, on the ACHC Parcel, a minimum of 3.5 parking stalls per 1,000 square feet of floor space of the building located on the ACHC Parcel. ACHC shall have the right to place signage at locations and in such number as

agreed to by the CDA and ACHC, which signs shall indicate where ACHC's employees and visitors should park. The Owners shall reasonably work together to prevent the unauthorized parking from Permittees of the Non ACHC Parcels on the ACHC Parcel. ACHC shall be responsible for ensuring that its Permittees park only on the ACHC Parcel.

b) Non ACHC Parcels. Total Parking Stalls. The term "Total Parking Stalls" shall mean the total supply of the parking stalls in the Surface Parking areas and in the Parking Garage. The Total Parking Stalls are for the use of the Non ACHC Parcels Owners and Permittees only. Parking demand generated by the Hub Parcel for its tenants' employees and their customers shall not exceed 182 total stalls (the "Hub Total Parking Stalls") at any point in time. The Total Parking Stalls less the Hub Total Parking Stalls are allocated to the Permittees of the CDA Parcel and the SMCC Parcel.

It is the intent of the Non ACHC Parcel Owners to locate their employees and tenants in the Parking Garage per the allocation noted in Section 5.c. in order to keep the central Surface Parking stalls available for the customers and visitors of the Non ACHC Parcels. The Non ACHC Parcel Owners shall inform their tenants and employees (who are not issued a Parking Access Card as defined in Section 5) that they should not park in the prime central Surface Parking area, and shall park instead in the employee parking area, which is the Surface Parking area located near Ridgewood Way. The CDA reserves the right to substitute the employee parking area. If the Vehicle of any employees or tenants is parked in any part of the Surface Parking area other than the employee/tenant parking area(s) designated by the CDA, the CDA's security team reserves the right to issue a warning first and then a ticket if there is a repeat offense.

c) Surface Parking Signs. The Surface Parking stalls are non-exclusive to any Non ACHC Parcel Owner, and will not be reserved with signage. The Surface Parking stalls adjacent to the Non ACHC Parcels may be timed stalls to either 15-minute, 30-minute or 1 hour use (the "Timed Parking Stalls"), with the allocation among such categories to be determined by the CDA. The CDA shall manage the enforcement of the Timed Parking Stalls, and the installation of signs in these areas.

d) Rules and Regulations. The CDA shall enforce all of the above Parking Covenants and Rules (as defined in Section 6. e. below) through the security staff engaged by the CDA, and may ticket any violators.

5. PARKING GARAGE.

a) Applicability. The use and operation of the Parking Garage shall be subject to the terms and conditions of this Section 5. None of the provisions in this Section 5 shall be binding upon ACHC and none of the provision in this Section 5 shall encumber the Access Parcel.

b) Construction, Operation and Maintenance. The CDA shall construct the Parking Garage at its sole cost and expense. Following the initial construction, the CDA shall be responsible for the operation of the Parking Garage and shall at all times maintain the Parking Garage in good condition and repair, performing any replacement as may be necessary from time to time, subject to each Owners obligation to pay their Proportionate Share of the annual Parking

Garage Operating Expenses, which are included in the CAM Charges, as set forth in Section 6 below.

c) Use of Stalls; Proportionate Share. The following Owners shall have the right to use the specified total number of stalls listed in the table below within the Parking Garage only for the employees and tenants that work at their respective Parcels.

Owner	Total Garage Stalls	% of Total ("Proportionate Share")
CDA	157	53.22%
ULGM Holdings	97	32.88%
ULGMCED	22	7.46%
City (Library)	19	6.44%
Total	295	100%

The Owner's total number of Stalls in the Parking Garage may be reduced by the CDA in the event its capital funding approved is less than the cost of the Parking Garage, which results in changing the design and lowering the total number of stalls (the "Revised Parking Garage Total Stalls"). If this occurs, the new allocation total stalls to each Owner will equal the Revised Parking Garage Total Stalls multiplied by each Owner's Proportionate Share listed above.

By way of example, and subject to revision as described by the Revised Parking Garage Total Stalls, the above-referenced table shows the share of Parking Garage Stalls based on the Parking Garage having 295 stalls.

The CDA is providing the Owners with access cards to the Parking Garage (the "Parking Access Cards") per the total number of garage stalls noted in the above table to be used by the on-site staff and employees of the respective Owners only. The Owners shall furnish to the CDA of the license number of the Vehicle it assigns its Parking Access Cards to for monitoring purposes. Each Owner is responsible to track the allocated Parking Access Cards and obtain them back from any staff or employees it provides said Parking Access Cards to when they are no longer employed at the respective Parcels. The CDA may charge the Owner of $50 per card for any lost Parking Access Cards.

It is the intent of the parties to allocate the top levels of the Parking Garage to the tenants and employees of the Owners of the Non Access Parcels. The Owners shall inform their tenants and employees that they cannot park on the first level of the Parking Garage, and will be subject to ticketing. The CDA reserves the right to install a second card reader for the upper floors at the expense of the Owners. The CDA may allocate some of its Parking Garage Stalls on the first level of the Parking Garage for the use of the grocery store and the Non ACHC Parcels' visitors (the "Transient Users"), and will charge the Transient Users to use those stalls. The CDA may install parking signage for the grocery store's customers on the first level.

d) Operating Expenses. As used in this Agreement, the term "Parking Garage Operating Expenses" shall include, but not be limited to the following costs and expenses actually incurred by the CDA in each calendar year in the operation and maintenance of the Parking Garage:

Security; security monitoring and cloud storage; real estate taxes or payments in lieu of taxes for the Parking Garage; special assessments; janitorial supplies and labor; maintenance supplies and

labor; sweeping; floor cleanings; fire and life safety inspections and monitoring; elevator inspections; elevator phone lines; area of refuge monitoring and phone lines; trash removal; light fixtures supplies; signage (except for any sign that is exclusive to reserved parking for any particular Owner with the CDA's approval, the full cost of which shall be billed to such Owner); snow removal and salting; repair of vandalism; exterminating; water charges, which include storm water and urban forestry charges; electric charges; fire, casualty, and special form insurance premiums; and the maintenance, repairs and replacement of the following: security equipment; fire and life safety equipment and devices; elevators; area of refuge equipment; electrical infrastructure; light fixtures; access gate(s), card reader and pay station equipment (except for any equipment to reserved parking for any particular Owner, the full cost of which shall be billed to such Owner); FOB access cards; solar equipment (if added); mechanical systems; all heating, air conditioning, ventilation and service equipment in the electric and water pump rooms; telecommunication systems; fire extinguishers; doors and hardware; floors including any striping; façade; walls and ceilings; any sealing to surface areas-cracks, expansion joints, floors, beams and other concrete areas.

6. COMMON AREA MAINTENANCE AND MANAGEMENT.

a) Administration. Maintenance of the Common Areas shall be administered by the CDA, and the CDA shall use reasonable efforts to conduct such activities in such a manner so as to minimize disruption and inconvenience to the Owners and Permittees of the Development. The CDA shall be permitted to assign its administrative responsibilities hereunder to a third-party property manager of the CDA's choosing, in the CDA's sole discretion, provided, however, that no such assignment shall serve to relieve the CDA of its obligations hereunder.

b) Maintenance Practices. The CDA shall ensure that the following maintenance practices are followed in the Common Areas:

i. The surface and subsurface of the Common Areas shall be maintained, repaired and replaced in order to maintain it evenly covered with the type of materials and landscaping originally constructed thereon or such substitutes as are, in all respects, equal to such materials in terms of quality, appearance and durability;

ii. All Common Areas shall be maintained free of papers, debris, ice, snow (except as is necessary for seasonal and temporary storage) refuse and other hazards to persons using said Common Areas and shall be washed or thoroughly swept as required;

iii. All landscaped areas shall be maintained on an appropriate seasonal basis in a neat, uniform, high standard of appearance;

iv. Entrances, exits and directional signs and markers shall be maintained;

v. Any equipment, dividers fences or barricades located in the Common Areas shall be maintained in a clean and fully operational condition;

vi. Common Areas used for motor vehicular parking and driving shall be maintained in a level and smooth manner and shall be painted and repainted from time-to-

time as may be necessary to identify parking spaces, the type of parking and any traffic flow directions;

vii. Common Areas shall remain appropriately lighted, 24 hours per day, unless otherwise agreed to in writing by all Owners; and

viii. Bicycle parking areas shall be maintained as will be reasonably required from time to time.

c) Permissible Common Area Charges. Permissible Common Area charges (hereinafter "CAM Charges") shall include, but not be limited to, the following items and all other costs and expenses normally and customarily associated with maintenance of the Common Areas in accordance with the standards described in Paragraph 6.b) above:

i. Maintenance, repairs and replacement of Surface Parking, Parking Garage and drive areas, including striping and sealing;

ii. Maintenance, repairs and replacement of equipment, concrete walks, service walkways, pedestrian walkways, the central plaza/green space, dividers, barricades and concrete curbs located in the Common Areas;

iii. Snow and ice removal;

iv. Maintenance, repairs and replacement of landscaping, including grass, shrubs and trees;

v. Maintenance, repairs and replacement of parking lot fixtures and lighting standards, including bulb replacement and payment of charges for electricity;

vi. Premiums for public liability insurance and other insurances for the Common Areas;

vii. Maintenance, repairs and replacement of any monument signs or common signage for the Development and entrance, exit and directional signs and markers;

viii. Maintenance, repairs and replacement of all bicycle parking;

ix. Maintenance, repairs and replacement of fences, screen walls and brick piers;

x. Graffiti removal;

xi. Security services, including monitoring and cloud storage;

xii. Maintenance, repairs and replacement of security equipment.

xiii. Real estate taxes or payments in lieu of taxes for the land and improvements within the Common Areas.

xiv. Special assessments for public work adjacent to Common Areas; and storm water and urban forestry fees allocated to the Common Areas (if not separately assessed directly against the Common Areas, the allocation of charges described in this subparagraph xiv. shall be based on the total land area of the Common Areas in relation to the gross land area of the overall CDA Parcel of which the Common Areas are a part);

xvii. An administrative fee as may be charged by the CDA or its assignee in an amount not to exceed ten percent (10%) of all CAM Charges, exclusive of any charges for reserve accounts.

xviii. Janitorial supplies and labor, maintenance supplies and labor

xix. Costs associated with vandalism, extermination, fire, and casualty

xx. Parking Garage Operating Expenses listed in Section 5.

xxi. A replacement reserve for any anticipated capital replacement expenses over ten years.

d) Billing of CAM Charges.

i. With regard to the redivision of any of the Parcels into a condominium plat, the term "Owner" as used in this Paragraph 6.d) shall refer to the respective condominium unit owner.

ii. Each Owners shall pay their respective proportionate share as defined in the table below ("Proportionate Share") of the CAM Charges.

Each Owner's Proportionate Share of CAM Charges is listed below:

Owner	Proportionate Share of CAM Charges
CDA	53.22%
ULGM Holdings	32.88%
ULGMCED	7.46%
City (Library)	6.44%
Total	100.00%

Notwithstanding anything to the contrary set forth elsewhere herein, no CAM Charges shall be attributable to the ACHC Parcel nor payable by ACHC.

iii. The budget for CAM Charges shall be determined, in advance, by the CDA for each calendar year, and the CDA shall bill the Owners for their respective Proportionate Share in equal monthly installments over the calendar year.

iv. The Proportionate Share of CAM Charges billed to each Owner shall be paid on or before the first day of each calendar month. If the Owner's monthly CAM Charge payment is not received by the CDA by the third calendar month day, then the CDA may charge the Owner a late charge equal to five percent (5%) of the amount required to be paid. The foregoing provision for payment of a late charge shall not be construed to extend the date for payment of any sums required to be paid by Owner hereunder or to relieve Owner of its obligation to pay all such sums at the time or times herein stipulated. Owner further acknowledges that if any check given by Owner for payment of any amount due shall not be honored by the bank on which it is drawn for any reason, then CDA shall incur additional costs for collection and bookkeeping, and Owner therefore agrees to pay CDA upon demand the sum of $35.00 for each occurrence in addition to all other charges and amounts due.

In addition to the above provisions, the CDA shall have the right under this paragraph to send late CAM Charge payments to a collection agency and to the Wisconsin Department of Revenue pursuant to the State Debt Collection program under Wis. Stat 71.935; all fees relating thereto shall be paid by the delinquent Owner. At the conclusion of each calendar year, the CDA shall provide each Owner with an accounting of CAM Charges, which accounting shall provide a reconciliation of budgeted CAM Charges in comparison to actual CAM Charges. The amount of CAM Charges in each calendar year, if any, collected by the CDA in excess of actual expenditures, shall be credited to the budget for the following calendar year, and the shortage in each calendar year, if any, shall be charged to the Owners and become due within thirty (30) days of written notification and demand therefor.

e) Management of Common Areas. The CDA shall be solely responsible for the management of all Common Areas and improvements provided by the CDA for the common use of the Permittees of the Non ACHC Parcels, and the CDA shall have the right to establish, modify and enforce rules with respect to the Common Areas (the "Rules"), provided such Rules do not unreasonably interfere with the Owners rights granted hereunder, and Owners agree to cooperate with the CDA in enforcing the Rules. The Owners agree to share the Rules with their employees and tenants as part of their leases. The current Rules are attached to this Agreement, as Exhibit D.

The CDA shall have the right, without approval, to alter the Common Areas and to construct additions to or additional buildings on the CDA Parcel resulting in a diminution of Common Areas, provided the number of total parking spaces within the Common Areas are in accordance with the City zoning ordinances and the approved Master Plan for the Village on Park.

The CDA shall have the right to close temporarily parking areas or facilities, to discourage non-customer parking and to perform other acts in and to the areas and improvements as the CDA may deem advisable. The CDA shall have the right to designate certain Surface Parking areas for the parking of the Owner's employees and tenants that do not have a Parking Access Card so the central parking area is available to visitors and customers of the Non ACHC Parcel Owners.

7. MISCELLANEOUS.

a) Covenants Running with the Land. Unless otherwise expressly provided herein, all covenants, restrictions, benefits and burdens set forth in this Agreement shall be interpreted and construed as covenants running with the land, binding upon the Owners and Permittees, and their respective, successors and assigns and inuring to the benefit and enforceable by the Owners and Permittees and their respective successors and assigns.

b) Amendment/Termination. This Agreement and the obligations created herein may be amended or terminated only upon a written agreement executed by the then fee owners of all Parcels within the Development (and of any further redivision of said lots by platting, certified survey map or otherwise), or their respective successors or assigns.

c) Applicable Law. This Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Wisconsin.

d) Headings. The headings are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

e) Relationship of Parties. Nothing contained in this Agreement shall be construed to make the Owners partners or joint ventures or to render an Owner liable for the debts or obligations of any other Owner, except as this Agreement expressly provides.

f) Notices. All notices to be given under the terms of this Agreement shall be signed by the person sending the same, and shall be sent by certified or registered mail, or electronic mail to the designated representatives listed below. When sending notices via electronic mail, said emails shall be sent to the email addresses provided below with an active read receipt and shall include a statement therein that the electronic mail constitutes notice under the terms of this Agreement.

To the CDA:	City of Madison 215 Martin Luther King, Jr. Blvd., LL-100 P. 0. Box 2983 Madison, WI 53701-2983 Attn.: Manager - Office of Real Estate Services Interim email address: mmikolajewski@cityofmadison.com
To ULGMCED:	Executive Director Urban League of Greater Madison, Inc. 2222 S. Park St. Madison, WI 53713 ranthony@ulgm.org
To the City:	City of Madison Attorney's Office 210 Martin Luther King, Jr. Blvd. Room 401 Madison, WI 53703

Attn.: attorney@cityofmadison.com

To: ULGM Holdings:
Executive Director
Urban League of Greater Madison, Inc.
2222 S. Park St.
Madison, WI 53713
ranthony@ulgm.org

To: ACHC
ACHC Facilities Inc.
Joanne Holland, Chief Financial Officer
2901 W Beltline Hwy Ste 120
Madison , WI 53713-4231
Joanne.Holland@accesshealthwi.org

Notice shall be deemed delivered (a) in the case of certified or registered mail, on the date when deposited in the United States Mail with sufficient postage to effect such delivery (b) in the case of electronic mail, notice shall commence on the date that electronic notice is sent. Either party may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address in substitution of the address shown above to which notices shall be given.

g) Indemnification.

The Owners shall be liable to and agrees to indemnify, defend and hold harmless the CDA and the City of Madison (the "City"), and their respective officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the CDA and/or the City or their respective officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to the CDA Parcel, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of an Owner or its Permittees, officers, officials, agents, , assigns, or subcontractors, resulting from the Owners or its Permittees, agents, assigns or subcontractors use of the Common Areas and/or in the performance of any provision in this Agreement, whether caused by or contributed to by the negligence of the CDA and/or the City, or its respective officers, officials, agents, or employees.

h) Insurance. Each Party and any of its authorized agents, and contractors performing work on the CDA Parcel or Common Areas thereon (other than the CDA and the City, who shall not be subject to the requirements of this paragraph) who makes use of any of the Common Areas or easements described in Section 3 shall carry commercial general liability and auto liability insurance, including but not limited to bodily injury, property damage, personal injury covering as insured the Owner and naming the CDA and the City, and their respective officers, officials, agents and employees as additional insureds, with a minimum limit of $1,000,000 per occurrence as may be adjusted, from time to time, by the City's Risk Manager. These policies shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the Seller thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of the Agreement.

As evidence of this coverage, the Owner and any of its authorized agents and contractors shall furnish the CDA with a certificate of insurance on a form approved by the City, and, if requested by the City Risk Manager, the Owner and any of its authorized agents and contractors shall also provide copies of additional insured endorsements or policy to the CDA prior to the performance of any work approved by the CDA on the CDA Parcel. If the coverage required above expires while this Agreement is in effect, the Owner and any of its authorized agents and contractors shall provide a renewal certificate to the CDA for approval.

i) Enforcement. If any Party fails, refuses, or neglects to perform adequately its duties hereunder or to honor its obligations hereunder, the other Party shall, give written notice of such failure and if the Party receiving such notice fails to rectify or cure such failure within thirty (30) days of such notice, the other Party may, but are not required to, rectify or cure such failure and the noncomplying party shall, if the complying Party has elected to rectify or cure such default, promptly, upon presentation of invoice therefore, reimburse the performing Party(s) for the non-complying party's percentage share of cost incurred by the performing Party(s) in performing such work, plus an additional ten percent (10%) of the non-complying Party's percentage share of the cost thereof for overhead and administrative purposes. For any default not involving the payment of money, the other party may suspend performance of this Agreement and pursue whatever rights they may be entitled to pursue at law or in equity.

j) No Waiver. Failure or delay on the part of either Party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Agreement, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

k) Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable, no other provision of this Agreement shall be effected by such holding, and all other remaining provisions of this Agreement shall continue in full force and effect pursuant to the terms hereof.

l) No Public Dedication. Nothing contained in this Agreement shall be deemed to constitute a gift or dedication of any portion of the Common Areas to the general public or for any public purpose whatsoever.

m) ULGM Holdings Leasing Restriction. Unless otherwise approved in writing by the CDA, ULGM Holdings and its successors shall not lease space in the Hub Building to a tenant (i) whose primary revenues from such space would be derived from sales of doughnuts, pastries, cookies, kringles, cakes, scones, muffins, rolls, brownies or coffee beverages while Lane's Bakery is a tenant; (ii) that is operating as a grocery or convenience store due to high parking demands; (iii) that is a current or future tenant at the CDA Parcel, unless approved by the CDA in writing; (iv) whose use conflicts with the zoning ordinances.

SIGNATURES ON THE NEXT PAGES

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

COMMUNITY DEVELOPMENT AUTHORITY OF THE CITY OF MADISON
a community development authority created under Section 66.1335, Wis. Stats.

By: Claude Gilmore
Claude Gilmore, Chair

By: Matthew R Wachter
Matthew Wachter, Executive Director

AUTHENTICATION

The signatures of Claude Gilmore, Chair, and Matthew Wachter, Executive Director, of the Community Development Authority are hereby authenticated on this 2nd day of August, 2022.

By Kevin Ramakrishna

Kevin Ramakrishna

Member of the Wisconsin Bar

The execution of this document is authorized by Resolution No. 4472, File ID No.68720, adopted by the Community Development Authority of the City of Madison on December 9, 2021.

ULGMCED, LLC
a Wisconsin limited liability company

By: Urban League of Greater Madison, Inc.

By: _____
Ruben Anthony, President and CEO

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 3rd day of August, 2022, the above named Ruben Anthony as President and CEO of the Urban League of Greater Madison, Inc., acting in such capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

CHARISSA M. LOMONICO NOTARY PUBLIC STATE OF WISCONSIN

Charissa M. Lomonico
Name: Charissa M. Lomonico
Notary Public, State of Wisconsin
My commission ~~expires:~~ is permanent

ULGM REAL ESTATE HOLDINGS, INC.
a Wisconsin nonstock corporation

By: _____
Ruben Anthony, President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 3rd day of August, 2022, the above named Ruben Anthony as President of ULGM Real Estate Holdings, Inc., acting in such capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

CHARISSA M. LOMONICO NOTARY PUBLIC STATE OF WISCONSIN

Charissa M. Lomonico
Name: Charissa M. Lomonico
Notary Public, State of Wisconsin
My commission ~~expires:~~ is permanent

ACHC FACILITIES, INC.
a Wisconsin nonstock corporation

By: _____
Kenneth Loving, Chief Executive Officer

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 4th day of August, 2022, the above named Kenneth Loving as Chief Executive Officer of ACHC Facilities, Inc., acting in such capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Name: Adajo M. Foerster
Notary Public, State of Wisconsin
My commission expires: 11/26/2023

CITY OF MADISON
a Wisconsin municipal corporation

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

AUTHENTICATION

The signatures of Satya Rhodes-Conway, Mayor and Maribeth Witzel-Behl, City Clerk, of the City of Madison are hereby authenticated on this 1st day of August, 2022.

By _____
Kevin Ramakrishna

Member of the Wisconsin Bar

Execution of this Agreement is authorized by Resolution Enactment No. RES-22-00403, File ID No. 71256, adopted by the Common Council of the City of Madison on May 24, 2022.

Drafted by the City of Madison Office of Real Estate Services Project No. 8071

MORTGAGEE CONSENT AND SUBORDINATION

The undersigned, Johnson Bank ("Bank"), as the holder of a mortgage or other security instrument affecting the real estate described within the Amended and Restated Operation and Easement Agreement (the "Easement") to which this Mortgagee Consent and Subordination is attached, does hereby consent to such Easement and subordinate the lien of Bank's mortgage to said Easement.

This Mortgagee Consent and Subordination is made as of the 5th day of August, 2022.

BANK:

JOHNSON BANK, a Wisconsin banking corporation

By: Kristi A. Brereton
Kristi A. Brereton, Vice President

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 4th day of August, 2022, the above-named Kristi A. Brereton as the Vice President of Johnson Bank, to me known to be the person who executed the foregoing instrument in such capacity and acknowledged the same.

JOANNA SPRAGIA
NOTARY PUBLIC
STATE OF WISCONSIN

Name: Joanna Spragia
Notary Public, State of Wisconsin
My commission expires: January 10, 2025

EXHIBIT A

Legal Description of the Property

The CDA Parcel

Lot 1 of Certified Survey Map No. 15938, Recorded March 2, 2022, in Volume 116 of Certified Survey Maps, Pages 325-332 as Document No. 5815813, , in the City of Madison, Dane County, Wisconsin.

Parcel No. 070935204069

The South Madison Community Condominium Parcel

Lot Two (2) of Certified Survey Map No. 12790, recorded as Document No. 4605498 in the City of Madison, Dane County, Wisconsin

Parcel No. 0709-352-0407-7

Library Parcel

Unit 1 of South Madison Community Condominium, a condominium located in the City of Madison, Dane County, Wisconsin.

Parcel No. 070935212012

Hub Parcel

Lot 2 of Certified Survey Map No. 15938, Recorded March 2, 2022, in Volume 116 of Certified Survey Maps, Pages 325-332 as Document No. 5815813, in the City of Madison, Dane County, Wisconsin.

Parcel No. 070935204093

ULGMCED Parcel

Unit 2 of South Madison Community Condominium, a condominium located in the City of Madison, Dane County, Wisconsin.

Parcel No. 070935212020

ACHC Parcel

Lot 1 of Certified Survey Map No. 13468, as recorded in Volume 87 of Certified Survey Maps, Pages 296-301 as Document No. 4968225, located in the southeast 1/4 and northeast 1/4 of the northwest 1/4 of Section 35, Township 7 North, Range 9 East, in the City of Madison, Dane County, Wisconsin.

Parcel No. 070935204085

EXHIBIT B

DEVELOPMENT SITE PLAN

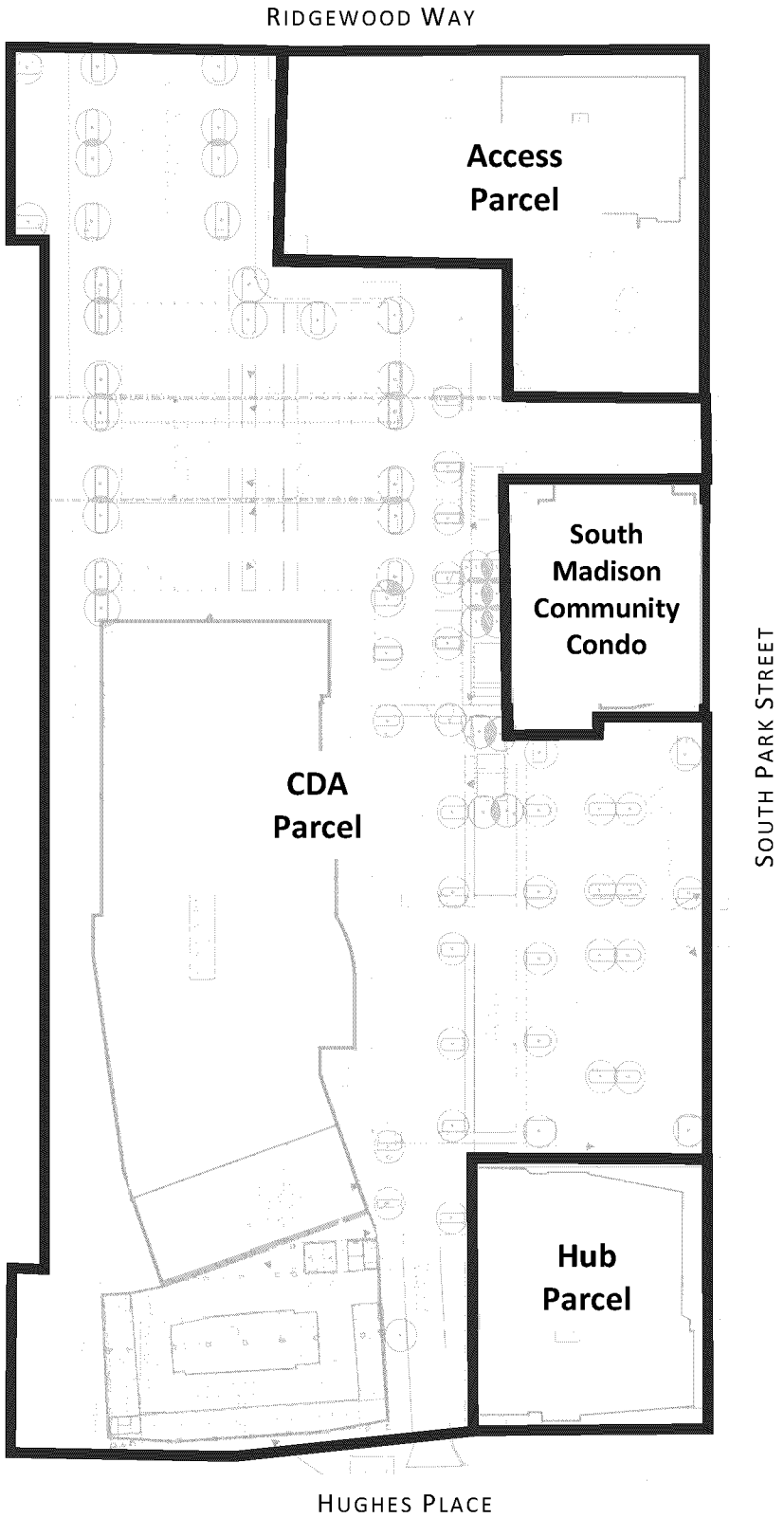
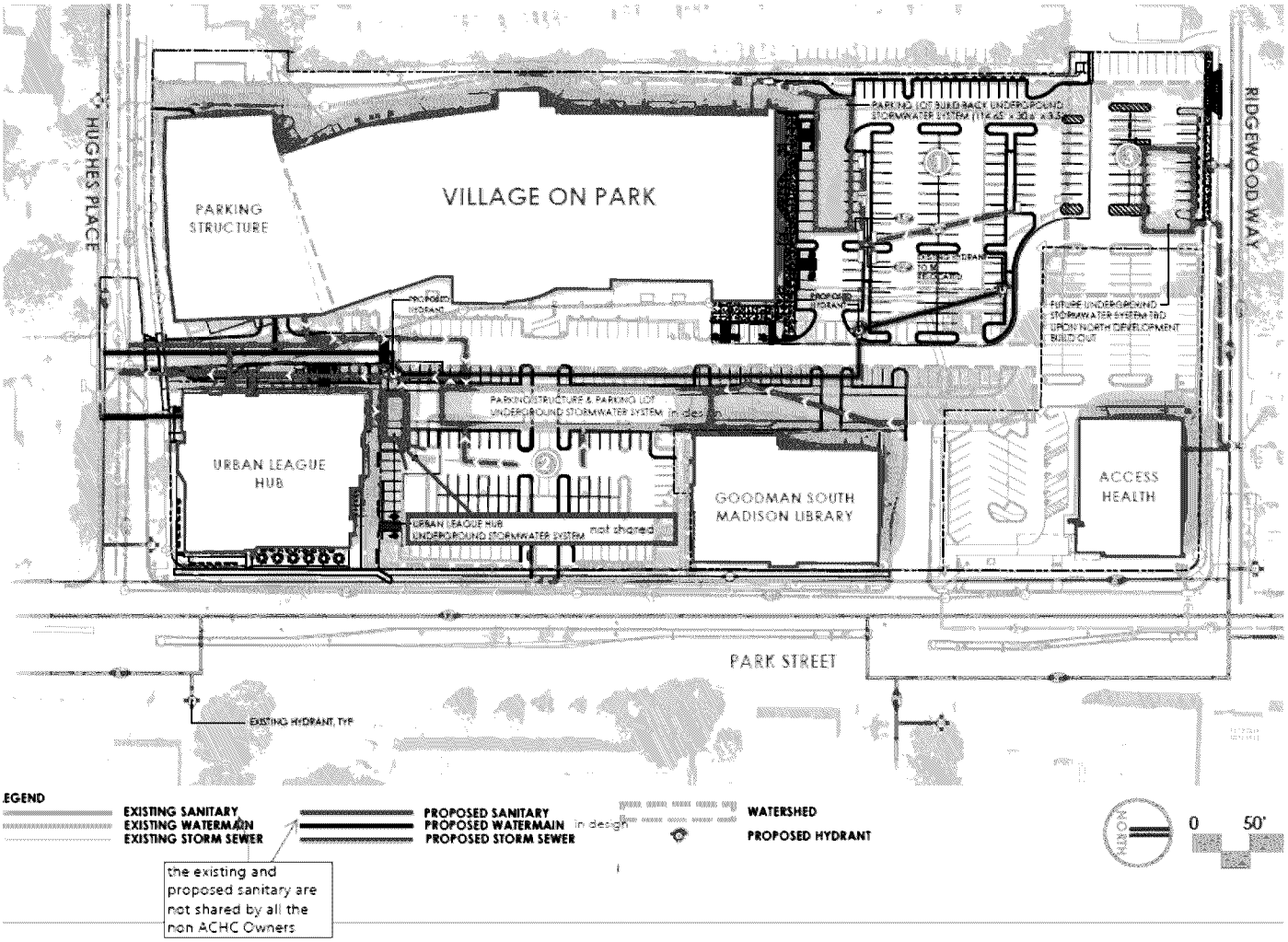


EXHIBIT C

Shared CA Non ACHC Parcel Infrastructure



DISCLAIMER: This exhibit is provided for the purpose of depicting spatial relationships. Viewers are directed to disregard any illegible text.

EXHIBIT D

COMMON AREA "RULES"

These Common Area Rules apply to each Non ACHC Parcel Owner, and their Permittees. The Owners shall provide a copy of these Common Area Rules and any amendments to all of their employees and tenants.

1. No merchandise, machines, equipment or signs may be placed on the sidewalks, access drives, or other Common Areas.

2. No storage of materials, equipment, trailers or containers in the Common Areas is permitted.

3. No obstruction any sidewalks, drives, exits, entrances, in the Common Areas is allowed.

4. Smoking is not allowed in the Common Areas. If the Owners want to establish "smoking areas" they shall do so on their Lots.

5. No snow from any Owner's Parcel shall be deposited in the Common Areas.

6. No solicitation of business in the Common Areas, nor distribution of handbills, political flyers or other advertising materials to customers, nor the placement of the same in or on Vehicles in the Common Areas.

TRASH

7. The Common Areas shall be kept free and clear of rubbish, debris and other unsightly materials, and will not be obstructed, littered, defaced or misused in any manner.

8. No tenant of any Owner shall dump, dispose, or incinerate its garbage in the Common Areas. Tenants will utilize dumpsters belonging to the tenants located on the Parcel they are situated upon or the respective Owner's dumpster as authorized as part of its lease.

9. Owners or its Permittees shall not store any of its trash receptacles or bins in the Common Areas, or use any of the CDA's and/or tenant's trash bins.

PARKING

For purposes of these Common Area Rules "Vehicles" shall only mean licensed normal size passenger vehicles, motorcycles, SUV's and pickup trucks; however, Vehicles that are inoperable or in a state of disrepair are excluded from this definition.

10. Bicycles and Vehicles may only be parked in areas designated for such purpose, and shall park in one stripped parking space at a time. Negligently using more than one space or parking in unauthorized areas—driveways, sidewalks, landscaped areas, is strictly forbidden and subject to towing at the owner's expense without warning.

11. Timed Parking Stalls may not be circumvented by moving a Vehicle from one Timed Parking Stall to another Timed Parking Stall.

12. No servicing, repairing, cleaning, waxing or washing of Vehicles, except for such emergency repairs as may be necessary to start and move the Vehicle, shall be permitted to be performed in the Common Areas.

13. If an employee or tenant's Vehicle leaks oil onto the CDA Parcel, and the CDA security team can document it as the source of the oil damage, then the CDA can ask said Vehicle owner to pay for the removal of the oil stain.

14. No overnight parking of Vehicles is allowed on the Surface Parking area, without the CDA's permission.

15. No Owner or its employees or tenants shall invite to its Parcel, or permit the visit of, persons in such large numbers or under such conditions to interfere with the use and enjoyment of the Common Areas by the other Owners and their Permittees during peak business hours, which are defined as Monday through Friday 8:00 AM – 5:00 PM unless it receives the CDA's management company's approval.

16. Tenants and employees should not park on the first level of the Parking Garage. The security team will be monitoring this provision, and may ticket any tenant or employee that is violating this rule.

17. Any person who is provided a Parking Access Card, shall not lease it to another user, and must update the Owner who allocated said card to them when the car assigned to it changes. The Owner then shall inform the CDA's management company who will keep track of all the Parking Access Cards.

18. Loss or theft of any Parking Access Card must be reported to the CDA's management company immediately. Any passes reported as lost or stolen found to be in the possession of an unauthorized person shall be confiscated and the holder subject to revocation of parking privileges. Likewise, if any user is parking on the first level of the Parking Garage then the CDA may revoke parking privileges after providing a notice to the user.

19. The Parking Access Cards are valid 24 hours per day, 7 days per week, except the CDA may have different hours for its allocated Parking Access Cards and may charge for after business hours users.

SAFETY

20. Vehicle owners are responsible for securing their own Vehicles. The CDA will not be responsible for lost or stolen personal property from any Vehicle parked in the Common Areas or damage thereto.

21. No Loitering (as defined below) shall be permitted in the Common Areas, and each Owner shall not promote Loitering to occur in the Common Areas. The term "Loitering" is defined as the act of remaining in the Common Areas, for a protracted period of time without any apparent purpose by a person or persons who are not any of the following: (i) a customer or patron of any Owner; (ii) a vendor, contractor and/or service provider for any Owner; (iii) an employee, agent or volunteer for any Owner; or (iv) a tenant or other lawful occupant of any Owner. The CDA may take any reasonable actions to cause the removal of any person or persons Loitering in the Common Areas.

22. No alcoholic beverages or illegal drugs of any kind whatsoever shall be used, served, or sold on the Common Areas.

23. The CDA reserves the right to exclude or expel from the Property any person who, in CDA's judgment is intoxicated or under the influence of liquor or drugs or who is in violation of any of the Common Area Rules.

24. No firearms or weapons of any kind are allowed in the Common Areas unless it is an officer of the law or on duty security personnel with the appropriate credentials and the express permission from the CDA.

25. The CDA shall in all cases retain the right to control and prevent access thereto of all persons whose presence in the judgment of the CDA would be prejudicial to the safety, character, reputation and interests of the CDA, the Owners and their Permittees; provided that nothing herein contained shall be construed to prevent such access to persons with whom any the CDA, the Owners and their Permittees normally deals in the ordinary course of its business, unless such persons are engaged in illegal activities.

ENFORCEMENT

26. The CDA shall enforce these Common Area Rules in a non-discriminatory manner. If the CDA agrees to less burdensome or more favorable rules and regulations for the benefit of any other Owner or its' Permittees, then these Common Area Rules may be amended to include any such less burdensome or more favorable rules and regulations.

27. Vehicles parked in violation of any of the Rules or in violation of posted signs or markings will be subject to receiving a warning slip, being ticketed and towed at the Vehicle owner's expense. The CDA reserves the right to refuse to issue Parking Access Card to any person that an Owner assigns a card to who knowingly or willfully refuse to comply with these Rules or applicable laws

MODIFICATIONS

28. The CDA reserves the right to close a portion of the Common Areas in order to make repairs or perform maintenance services, or to alter, modify, re-stripe or renovate the same, or if required by casualty, strike, condemnation, act of God, Law or governmental requirement, or any other reason beyond the CDA's reasonable control

29. The CDA reserves the right to make reasonable additions and modification to the Common Area Rules that do not cause any Owner to incur additional monetary costs, unless due to default.

END OF RULES AND AGREEMENT