

## LEASE AGREEMENT

This LEASE AGREEMENT (this "Lease") is effective as of the 1<sup>st</sup> day of January 2025, by and between Wisco Realty, LLC, a Wisconsin limited liability company ("Landlord") and Ripon Area School District ("RASD") ("Tenant") (each a "Party" and together the "Parties").

1. Premises. Landlord does hereby demise and lease to Tenant and Tenant does hereby hire from Landlord, the following described premises: 5 exam rooms in the building located at 402 Eureka Street, Ripon, Wisconsin (the "Premises"), together with all appurtenances thereto and any rights of ingress and egress necessary for the adequate conduct of Tenant's business as hereinafter described, for the term of thirty-six (36) months, running from and including the 1<sup>st</sup> day of January, 2025, up to and including the 31<sup>st</sup> day of December, 2027, for use in Tenant's regular business of employer-funded direct primary care, or in any other legitimate purpose subject to conditions of this lease. Tenant shall have exclusive use of the Premises three days per week and non-exclusive use of the common areas of the building, such as the suite lobby & hallways, South & East entrances and the parking lot for the building.

2. Rent. Tenant agrees to pay Landlord at Landlord's office at 252 Koro Rd., Ripon, WI 54971, or such other place as may be designated in writing by Landlord, base rent for the Premises in the sum of Twelve Hundred Dollars (\$1200) per month. Beginning on the first day of the second Lease year (January 1<sup>st</sup>, 2026) and on each succeeding anniversary date hereafter for the term of the Lease and any renewal or extensions thereof, the rental rate for the Premises shall increase 3% per annum over the rate charged for the immediately preceding twelve (12) months. Tenant agrees to a triple net lease and shall be responsible for annual common area maintenance (CAM) fees, including but not limited to, property taxes, electricity, gas, water, sewer, water conditioning, lawn care, snow removal, HVAC maintenance, and Premise cleaning. CAM fees are included in base rent calculation.

3. Renewal. Tenant shall have the option to renew this Lease for a further term of up to one (1) year from and after the expiration of the term herein granted. All other terms and conditions of the renewal of the lease shall be subject to review and renegotiation at that time. In the event Tenant desires to exercise this option, Tenant shall notify Landlord in writing not less than sixty (60) days prior to the expiration of the term herein granted.

4. Tenant's Maintenance and Repair of Premises. Except as provided hereafter, Tenant shall maintain and keep the interior Premises in good repair, free of refuse or rubbish, and shall return the same at the expiration or termination of this Lease in as good of condition as received by the Tenant, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion or other unavoidable cause, accepted; provided, however, if alterations, additions, or installations shall have been made by Tenant as provided for in this Lease, Tenant shall not be required to restore the Premises to the condition in which they were prior to such alterations, additions, and/or installations, except as hereinafter provided.

5. Tenant Alterations. Tenant may, at its own expense, either at the commencement of or during the term of this Lease, make such alterations in and/or additions to the Premises without prejudice to the generality of the foregoing as may be necessary to fit its purposes upon first obtaining written approval of Landlord as to the materials used and the manner of making such alterations and/or additions. Landlord agrees not to unreasonably withhold approval of alterations and/or additions proposed to be made by Tenant. Tenant may also, at its own expense,

install such counters, racks, shelving, fixtures, fitting, and office equipment upon or within the Premises as Tenant may consider necessary in the conduct of its business upon approval of Landlord. Tenant may remove any and all of these alterations, additions, or installations as will not substantially injure the Premises upon approval of Landlord. In the event Tenant elects to make such removal, Tenant shall restore the Premises to the same conditions as they existed prior to making such alterations, additions, or installations, ordinary wear and tear, and damage or destruction by fire, flood, storm, civil commotion, or other unavoidable cause accepted. All alterations, additions, or installations not so removed by Tenant shall become the property of Landlord, without liability on Landlord's part to pay for the same at the termination or the expiration of this Lease.

6. Landlord Maintenance and Repair Responsibilities. Landlord shall, without expense to Tenant, make all necessary repairs to the external portions of the building. Landlord shall also keep all entryways, parking lot areas, common areas, and the like free and clear of any clutter or natural obstructions. Additionally, Landlord shall provide Tenant with access to all necessary utilities. Landlord shall assume the responsibility for all utilities except for any telephone lines, cable television, internet services, or other electronic communication system that Tenant may desire to install. Such utilities may be installed only with the express written permission of Landlord. Landlord shall also provide space for signage of Tenant's business. The cost for the construction of the desired signage shall, however, be borne by Tenant. Any signage shall be in conformity with the current plans of signage as established by Landlord. All plans for signage shall be approved by Landlord in writing before the installation of any such signage. Notwithstanding the foregoing, Tenant shall be entitled to an outdoor sign as agreed between Tenant and Landlord, a plaque on the entryway to the Premises as agreed between Tenant and Landlord, and an additional sign on the door to the building.

7. Observation of Laws. Tenant shall obey and comply with all rules and regulation of the operation of the Premises and shall comply with all public laws, ordinances, rules, or regulations relating to the use of the Premises. However, Landlord shall be responsible for the installation of fire prevention apparatus, electrical rewiring, plumbing changes, or other structural changes in the building as the same may be required by local ordinance rules or regulations.

8. Damage by Fire, Etc. In the event the Premises are damaged by fire, flood, storm, civil commotion or any unavoidable cause to an extent repairable within one hundred twenty (120) days from the date of damage, Landlord shall forthwith proceed to repair such damage. If such repair shall not have been completed within one hundred twenty (120) days from the date of damage, Tenant shall have the option, upon five (5) days' written notice to the Landlord, to terminate this Lease. Failure to provide said written notice within one hundred fifty (150) days of the date the damage was incurred shall serve as waiver of Tenant's right to terminate this Lease. No rent shall be required of Tenant during any period of more than three (3) days during which the Tenant is unable to effectively use the Premises for the business operation for which Tenant has leased the Premises. If the damages are not repairable within the one hundred twenty (120) day period, this Lease shall automatically terminate with no liability by Landlord to Tenant or Tenant to Landlord. Notwithstanding the foregoing, if Tenant is prevented from occupying the Premises because of such damage for a period in excess of five (5) days, Tenant shall be permitted to terminate this Lease upon written notice to Landlord during the time it is prevented from using

the Premises.

9. Termination. This Agreement can be terminated as follows:

a. Termination by Agreement. This Agreement may be terminated at any time upon the terms set forth in a written document signed by both Parties.

b. Termination without Cause. This Agreement may be terminated by either Party at any time without cause, by providing the other Party at least one hundred eighty (180) days' prior written notice of such termination.

c. Termination for Cause. If a Party materially breaches this Agreement, and such Party fails to cure the breach within thirty (30) days after receiving notice of the breach from the non-breaching Party, the non-breaching Party may terminate this Agreement effective at the end of the cure period.

d. Immediate Termination. Each Party is obligated to promptly notify the other if: (i) it files for bankruptcy, (ii) it is excluded from any health care program funded in whole or in part by the federal government, or (iii) either Party's licenses and/or certifications required to perform the obligations set forth in this Agreement are suspended, revoked, or restricted. The Party receiving such notice may give notice of termination, effective immediately, by sending notice of termination to the other Party.

10. Assignment and Subletting. Tenant may assign this Lease or sublet the Premises to any entity with the express permission of the Landlord, which consent shall not be unreasonably withheld.

11. Tenant's Liability Insurance. Tenant shall at all times during the period of this Lease maintain a commercial general liability policy with the following limits:

\$1,000,000 per occurrence,  
\$2,000,000 general aggregate  
\$1,000,000 personal and advertising injury  
\$2,000,000 products and completed operation aggregate  
\$300,000 damage to rented premises  
\$10,000 medical payments

This policy shall name Landlord as an additional insured. A certificate of insurance shall be provided to Landlord at the inception of each policy period during which the Lease is in force. Landlord is not responsible for Tenant's equipment or personal property.

12. Landlord's Right to Enter Premises. Tenant shall permit Landlord and Landlord's agents to enter the Premises upon reasonable notice to examine the Premises or to make any necessary alterations or repairs. Tenant shall also permit Landlord or Landlord's agents to enter the Premises during the sixty (60) days preceding the expiration of the term of the Lease to show

the Premises to prospective tenants at reasonable times and to place notices as may be necessary for the lease or sale of the Premises.

13. Compliance with Law.

- i. The sole purpose of this Lease is to enter into a commercially reasonable and fair market value arrangement. The Parties in good faith believe this Lease fully complies with the provisions of 42 U.S.C. 1320a-7b (the "Anti-Kickback Statute"), and 42 U.S.C. 1395nn (the "Stark II Law"). Neither Party is, by virtue of this Lease or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from the other for the furnishing of any item or service reimbursed under the Medicare or state healthcare programs. The compensation set forth herein represents the fair market rental value of the Premises and does not take into account the volume or value of any referrals or business otherwise generated between the Parties for which payment may be made in whole or in part under Medicare, a state health care program, or any third-party payor.
- ii. Should either Party be notified by any governmental agency or its counsel that a change in the Anti-kickback Statute, the Stark II Law, or the regulations promulgated thereunder causes the Parties' performance under this Lease to be in violation of these laws or creates a moderate to substantial risk of violation of these laws, such Party shall notify the other, and the Parties shall mutually attempt to amend this Lease in all respects necessary to comply with such laws cited herein. If such amendment is not in compliance with applicable legal requirements in the written opinion of counsel for either Party, or if the Parties cannot agree on an alternative acceptable arrangement, then this lease may be terminated by either Party upon the delivery of written notice to the other Party thirty (30) days prior to the date of termination, and all of the rights and obligations of the Parties hereunder shall cease, and this Lease shall become null and void.
- iii. Neither Party will be obligated to refer patients to the other. Nothing in this Lease will prohibit any Party from referring patients requiring the services provided by the other Party to any other provider. The existence, absence, or pattern of referrals between the Parties will have no effect on the duties required of either Party under this Lease,

14. Miscellaneous, This Lease shall be binding upon the Parties, their heirs, successors, and assigns. Any conflicts with regard to the terms shall be governed under the laws of the State of Wisconsin.

THEREFORE, the Parties have executed this Lease on November 11th, 2024 to be effective January 1st, 2025.

**LANDLORD**  
Wisco Realty, LLC

By: \_\_\_\_\_  
P.J. Christopherson, Owner

Date: \_\_\_\_\_

**TENANT**  
Ripon Area School District

By: \_\_\_\_\_  
Jonah Adams, Business Manager

Date: \_\_\_\_\_

