

Dane County Contract Addendum Cover Sheet

RES 254

Revised 06/2021

| | |
|--|-------|
| Contract # Admin will assign | 14950 |
|--|-------|

| | | | |
|---|-----------------------------------|-----------------------|----------------------|
| Dept./Division | 820/Airport Admin | Vendor Name | 3500 Corben, LLC. |
| Brief Addendum Title/Description | Amendment & assignment of DCRA 92 | Vendor MUNIS # | 33419 |
| | | Addendum Term | 12/1/2027-11/30/2052 |
| | | Amount (\$) | |

| Department Contact Information | | Vendor Contact Information | |
|--------------------------------|----------------------------|----------------------------|-------------------|
| Contact | Adam Ussher | Contact | Sarah Herbst |
| Phone # | 608.246.3388 | Phone # | 608.469.3836 |
| Email | ussher.adam@msnairport.com | Email | herbsts@gmail.com |
| Purchasing Officer | | | |

| Purchase Order – Maintenance or New PO | | | | | |
|--|--|-------------|-------------|--------------|--|
| <input type="checkbox"/> | PO Maintenance Needed | Org: | Obj: | Proj: | |
| | PO# | Org: | Obj: | Proj: | |
| <input type="checkbox"/> | No PO Maintenance Needed – this addendum does not change the dollar amount of the contract. | | | | |
| <input type="checkbox"/> | New PO / Req. Submitted | Org: | Obj: | Proj: | |
| | Req# | Org: | Obj: | Proj: | |

| Budget Amendment | |
|--------------------------|---|
| <input type="checkbox"/> | A Budget Amendment has been requested via a Funds Transfer or Resolution. Upon addendum approval and budget amendment completion, the department shall update the requisition in MUNIS accordingly. |

| Total Contracted Amount – List the Original contract info, then subsequent addenda including this new addendum | | | | | |
|---|-------------------|------------------|---------------|-------------------------------|---------------|
| <p>A resolution is required when the total contracted amount first exceeds \$100,000.</p> <p>Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000</p> | Addendum # | Term | Amount | Resolution | |
| | Original | 8/12/92-11/30/27 | | <input type="checkbox"/> None | Res# |
| | | 12/1/27-11/30/52 | | <input type="checkbox"/> None | Res# 254,2022 |
| | | | | <input type="checkbox"/> None | Res# |
| | | | | <input type="checkbox"/> None | Res# |
| | | | | <input type="checkbox"/> None | Res# |
| | | | | <input type="checkbox"/> None | Res# |
| Total Contracted Amount | | | \$ 0.00 | | |

| Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by: | | |
|--|---|--|
| <input checked="" type="checkbox"/> Corporation Counsel: Adam Ussher | <input type="checkbox"/> Risk Management: | <input type="checkbox"/> No Pre-Approval |

| APPROVAL |
|---|
| Dept. Head / Authorized Designee |
| Kimberly Jones |

| APPROVAL – Contracts Exceeding \$100,000 | |
|--|----------------------------|
| Director of Administration | Corporation Counsel |
| | |

| APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached | | | |
|--|------------------------|------------------------|---|
| DOA: | Date In: 1/4/23 | Date Out: _____ | <input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management |

Goldade, Michelle

From: Goldade, Michelle
Sent: Wednesday, January 4, 2023 9:36 AM
To: Hicklin, Charles; Gault, David; Patten (Purchasing), Peter; Lowndes, Daniel
Cc: Stavn, Stephanie; Oby, Joe
Subject: Contract #14950
Attachments: 14950.pdf

| Tracking: | Recipient | Read | Response |
|-----------|----------------------------|-------------------------|----------------------------|
| | Hicklin, Charles | Read: 1/4/2023 10:34 AM | Approve: 1/4/2023 10:34 AM |
| | Gault, David | Read: 1/4/2023 10:10 AM | Approve: 1/4/2023 10:15 AM |
| | Patten (Purchasing), Peter | | Approve: 1/4/2023 9:36 AM |
| | Lowndes, Daniel | Read: 1/4/2023 1:17 PM | Approve: 1/4/2023 1:17 PM |
| | Stavn, Stephanie | Read: 1/4/2023 2:56 PM | |
| | Oby, Joe | | |

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #14950
Department: Airport
Vendor: 3500 Corben LLC
Contract Description: Assignment & Second Amendment to DCRA Lease No 92-3 (Res 254)
Contract Term: 1/1/23 – 11/30/52
Contract Amount: --

Thanks much,
Michelle

Michelle Goldade
Administrative Manager
Dane County Department of Administration
Room 425, City-County Building
210 Martin Luther King, Jr. Boulevard
Madison, WI 53703
PH: 608/266-4941
Fax: 608/266-4425
TDD: Call WI Relay 711

Please note: I am currently working a modified schedule in accordance with COVID 19 response guidelines. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

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2022-RES-254

**AUTHORIZING ASSIGNMENT AND AMENDMENT OF LEASE INVOLVING
LAND AT THE DANE COUNTY REGIONAL AIRPORT**

Lease No. DCRA 92-3

Under Lease No. DCRA 92-3 (“Lease”), The Pyle Group, LLC (“The Pyle Group”) leases from Dane County approximately 1.6 acres of land located adjacent to the Dane County Regional Airport at 3500 Corben Court, Madison, Wisconsin (“Leasehold Interest”). 3500 Corben, LLC (“3500 Corben”) seeks to purchase the Leasehold Interest, contingent upon Dane County’s approval to assign the Lease currently held by The Pyle Group. Accordingly, The Pyle Group requests Dane County’s approval to assign the Lease to 3500 Corben. Upon assignment, the terms and conditions of the Lease remain unchanged with the exception of terms and conditions governing the created extended lease term, rent calculation for the extended lease term, and clarification of the parties’ rights, including clarifying Dane County’s reversion rights in the leasehold improvements. Dane County and 3500 Corben desire to amend the lease to establish these terms and conditions. Airport staff have determined that approval of the requested Lease assignment and amendment is in Dane County’s best interest.

NOW, THEREFORE, BE IT RESOLVED that the Dane County Executive and the Dane County Clerk are authorized to execute on behalf of Dane County a Lease Assignment and Approval of Assignment, and Second Amendment to Lease approving the assignment of Lease No. DCRA 92-3 and establishing terms and conditions governing the created extended lease term, rent calculation for the extended lease term, and clarification of the parties’ rights, including clarifying Dane County’s reversion rights in the leasehold improvements, as set forth above.

ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT

This instrument was drafted by
and should be returned to:

Adam Ussher
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

Parcel I.D. No.:
251/0810-204-0006-6

THIS ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT is between Dane County, a Wisconsin quasi-municipal corporation (“Lessor”), The Pyle Group, LLC, a Wisconsin limited liability company (“Lessee”), and 3500 Corben, LLC, a Wisconsin limited liability company (“Assignee”).

RECITALS

1. Lessor is a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704.
2. Lessee is a Wisconsin limited liability company whose principal offices are located at 3500 Corben Court, Madison, Wisconsin 53704.
3. Assignee is a Wisconsin limited liability company whose principal offices are located at 1213 North Sherman Avenue, #360, Madison, Wisconsin 53704.
4. Lessor and Lessee are parties to Lease No. DCRA 92-3 dated August 12, 1992, as modified by an Assignment of Ground Lease dated March 9, 1993 and an Amendment dated February 1, 1997 (as modified, the “Lease”), by which Lessee leases from Lessor land located in the Dane County Regional Airport at 3500 Corben Court, Madison, Wisconsin, as more fully described in Exhibit A (the “Premises”).
5. The Lease is for a term of 35 years, beginning on November 12, 1992 and ending on November 30, 2027.

6. Lessee and Assignee request that Lessor approve Lessee's assignment of the Lease to Assignee.
7. Lessor has determined that it is in its best interest to approve the assignment of Lease No. DCRA 92-3 as requested.

AGREEMENT

Accordingly, the parties agree as follows:

1. This Assignment of Lease and Approval of Assignment is conditioned upon all of the following events occurring (the "Closing Conditions"):
 - a. Lessor's approval of this assignment, as evidenced by Lessor's signature on this Assignment of Lease and Approval of Assignment;
 - b. Closing of Lessee's sale of the improvements on the Premises to Assignee; and
 - c. Lessor and Assignee's execution of the Second Amendment to Lease attached as Exhibit B.
2. The effective date of this Assignment of Lease and Approval of Assignment is the date that all Closing Conditions are satisfied ("Effective Date").
3. Lessor approves the assignment of the Lease to Assignee.
4. Lessee assigns all of its right, title, interests, in and to the Premises and its rights and obligations under the Lease to Assignee.
5. Assignee accepts and assumes all of the Lessee's rights and obligations under the Lease, including any and all debts and obligations existing and owing to Lessor on and after the Effective Date.
6. The parties may evidence their agreement to be bound by the terms of this Assignment of Lease and Approval of Assignment upon one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Assignment of Lease and Approval of Assignment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.
7. Assignee shall have this Assignment of Lease and Approval of Assignment recorded in the office of the Dane County Register of Deeds.

8. Any and all notices, payments, or communications required or necessary to be provided to the lessee under the Lease shall instead be directed to the following address:

3500 Corben, LLC
Attn: Sarah Herbst
1213 North Sherman Avenue, #360
Madison, Wisconsin 53704

9. In the event that any of the Closing Conditions are not satisfied, this Assignment of Lease and Approval of Assignment will be deemed void.

To evidence the parties' agreement to this Assignment of Lease and Approval of Assignment, they have executed and delivered it on the dates indicated below.

THIS ASSIGNMENT OF LEASE IS OF A LEASEHOLD INTEREST THAT IS LESS THAN 99 YEARS AND THEREFORE IS EXEMPT FROM THE WISCONSIN REAL ESTATE TRANSFER FEE.

SIGNATURE PAGES FOLLOW

LESSOR

Dane County

By: _____
Joe Parisi
Dane County Executive

Date: _____

By: _____
Scott McDonell
Dane County Clerk

Date: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, the above-named Joe Parisi, Dane County Executive, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

Notary Public, State of Wisconsin
My Commission expires: _____

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this ____ day of _____, the above-named Scott McDonell, Dane County Clerk, to me known to be the authorized representative of Dane County, Wisconsin, who executed the foregoing instrument and acknowledged the same on behalf of Dane County, Wisconsin.

Notary Public, State of Wisconsin
My Commission expires: _____

LESSEE

The Pyle Group, LLC

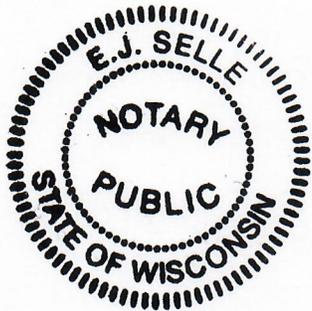
By: *Margaret B. Pyle*
Margaret B. Pyle
Manager

Date: *Jan 3, 2023*

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this *3rd* day of *Jan.* *2023*, the above-named Margaret B. Pyle, to me known to be an authorized representative of The Pyle Group, LLC, who executed the foregoing instrument and acknowledged the same on behalf of The Pyle Group, LLC.

E. J. Selle
Notary Public, State of Wisconsin
My Commission expires: *9/14/2026*



[Signature page to Assignment of Lease and Approval of Assignment]

ASSIGNEE

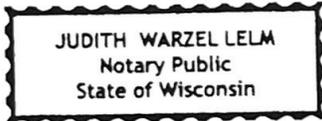
3500 Corben, LLC

By: Halcyon, LLC, its sole Member

By: Sarah Herbst, Member Date: 1/3/2023
Sarah Herbst, Member

STATE OF WISCONSIN)
) ss.
COUNTY OF DANE)

Personally came before me this 3rd day of January 2023 the above-named Sarah Herbst, to me known to be an authorized representative of Halcyon, LLC, the sole Member of 3500 Corben, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Halcyon, LLC, the sole Member of 3500 Corben, LLC.



Judith Warzel Lelm
Notary Public, State of Wisconsin
My Commission expires: 6/26/2026

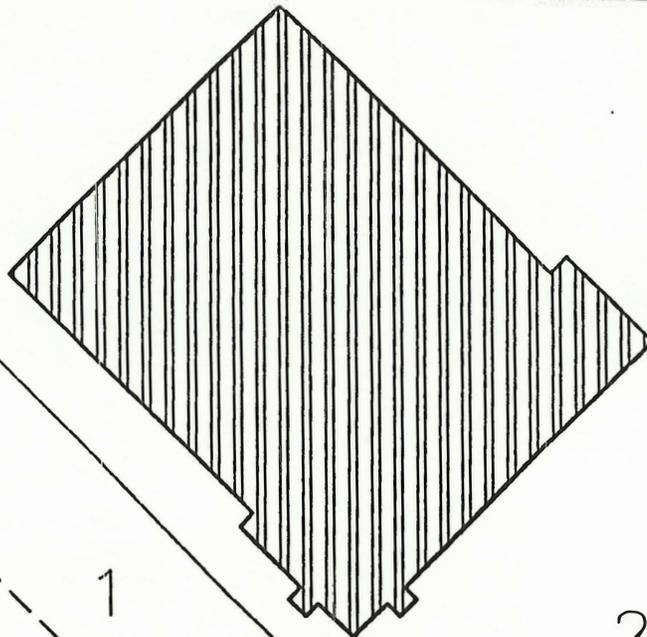
[Signature page to Assignment of Lease and Approval of Assignment]

Exhibit A

Legal Description of Leased Premises



BRL



RAMP PARCEL No. 1

DESCRIPTION: A parcel of land located in the SE 1/4-SE 1/4 of Section 20, T8N, R10E, Township of Burke, Dane County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said section 20, thence N 0d46'59" E, along the east line of said 1/4, 905.66 feet; thence N 89d13'01" W, 186.92 feet to the point of the beginning, thence S 45d57'59" W, 53.08 feet; thence N 44d02'01" W 172.50 feet; thence N 45d57'59" E, 53.08 feet; thence S 44d02'01" E, 172.50 feet to the point of beginning.

Easement contains 9,156 square feet, more or less.

3

MAINTENANCE PARCEL No. 3

DESCRIPTION: A parcel of land located in the SE 1/4-SE 1/4 of Section 20, T8N, R10E, Township of Burke, Dane County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Section 20, thence N 0d46'59" E, along the east line of said SE 1/4, 1,050.76 feet; thence N 89d13'01" W, 9.08 feet to the point of the beginning; thence N 44d17'42" W, 83.09 feet; thence N 0d46'59" E, 33.83 feet; thence S 89d13'01" E, 58.83 feet; thence S 0d46'59" W, 92.50 feet to the point of the beginning.

Parcel contains 3,716 square feet, more or less.

2

LEASED PROPERTY PARCEL No. 2

DESCRIPTION: A parcel of land located in the SE 1/4-SE 1/4 of Section 20, T8N, R10E, Township of Burke, Dane County, Wisconsin, more fully described as follows:

Commencing at the southeast corner of said Section 20, thence N 0d46'59" E, along the east line of said 1/4, 1,050.76 feet; thence N 89d13'01" W, 9.08 feet to the point of the beginning; thence S 0d46'59" W, 213.00 feet; thence N 89d13'01" W, 110.37 feet; thence N 44d02'01" W, 268.22 feet; thence N 0d46'59" E, 115.24 feet; thence S 89d13'01" E, 240.59 feet; thence S 0d46'59" W, 33.83 feet; thence S 44d17'42" E, 83.09 feet to the point of the beginning.

Parcel contains 1.602 acres, more or less. 69,774 square feet

Dr. by RGK
4/15/92
Parcel 2 Rev. 5/20/92
Term Redefinition 6/1/92

RAYOVAC Corporation
Flight Operations Parcel Legal Description

Exhibit B

Second Amendment to Lease

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE is between Dane County, a Wisconsin quasi-municipal corporation (“Lessor”), and 3500 Corben, LLC, a Wisconsin limited liability company (“Lessee”); and is effective upon (1) full execution by the authorized representatives of all parties and (2) the closing of the sale of the Leasehold Improvements, as defined below, from The Pyle Group, LLC, a Wisconsin limited liability company (“The Pyle Group”) to Lessee.

RECITALS

1. Lessor and Lessee, as successor in interest to The Pyle Group, are parties to Lease No. DCRA 92-3 dated August 12, 1992, as modified by an Assignment of Ground Lease dated March 9, 1993 and an Amendment dated February 1, 1997 (as modified, the “Lease”), by which Lessee leases from Lessor land located in the Dane County Regional Airport at 3500 Corben Court, Madison, Wisconsin, as more fully described in Section 1 and Exhibit A of the Lease (the “Premises”).
2. Lessor and Lessee desire to amend the Lease to facilitate Lessee’s assumption of the Lease from The Pyle Group and purchase of the improvements on the Premises (the “Leasehold Improvements”) from The Pyle Group.
3. Lessor has determined that the requested amendment is fair and reasonable.

AGREEMENT

Accordingly, the parties agree as follows:

1. The Lease will remain in full force and effect and is changed by this Amendment only to the extent expressly stated below.
2. The following amendments are effective upon execution:
 - a. In Section 2, the provisions following the caption “Term.” are deleted and replaced in their entirety with the following:
 - A. Primary Term. The initial term of this Lease (the “Primary Term”) is for 35 years, commencing on the 90th day after the date of this Lease (the “Commencement Date”), and ending on the 35th anniversary of the last day of the month in which the Commencement Date occurs. The ending date of the Primary Term is November 30, 2027.
 - B. Extended Term. The term of the Lease shall be extended for a period of 25 years, beginning December 1, 2027 and ending November 30, 2052 (the “Extended Term”).

- C. Notwithstanding the foregoing, all terms and conditions contained herein, except for such terms and conditions respecting monetary obligations and except as otherwise specifically provided herein, shall be in full force and effect after the date of this lease.
- b. In Subsection 3.C.2, the following is inserted at the beginning of the paragraph:
- All improvements Lessee makes or causes to be made to the Premises are referred to as the "Leasehold Improvements."
- c. In Subsection 4.A, the phrase "During the Primary Term," is inserted at the beginning of the first paragraph.
- d. In Section 4, subsection 4.C is created and inserted with the following:
- C. During the Extended Term, Lessee shall pay Lessor base rent for the Premises as described below. Base rent is payable in equal monthly installments and due in advance on the first day of each month. Rent due for any fractional month will be prorated based on the number of days in that month in which Base Rent is payable.
1. Aeronautical Use. For the first year of the Extended Term, the annual rental rate for the 35,379 square feet of aeronautical use land is the result of \$1.18 per square foot as adjusted under Section 6 during the final 5 years of the Primary Term. For the remainder of the Extended Term, this rental rate will continue to be adjusted under Section 6.
 2. Corporate Use. For the first year of the Extended Term, the annual rental rate for the 39,895 square feet of corporate use land is the result of the starting rental rate for aeronautical use under Section 4.C.1 multiplied by either (a) 1.7, if Lessee makes, or takes a substantial step towards making, an investment of at least \$500,000 into the Leased Property Parcel No. 2 for aeronautical use by the beginning of the Extended Term, or (b) 2.0, if Lessee does not make such an investment. For the remainder of the Extended Term, this rental rate will continue to be adjusted under Section 6.
 3. Reallocation of Aeronautical and Corporate Use. If Lessee's corporate use of the Leased Property Parcel No. 2 decreases by 5% or more relative to the portion of the Leased Property Parcel No. 2 then allocated for corporate use, then the Parties shall, at Lessee's request, reallocate the portions of the Leased Property Parcel No. 2 designated for aeronautical or corporate use, including

allocating 100% of the Leased Property Parcel No. 2 to aeronautical use if appropriate. The Base Rent under the above Sections 4.C.1 and 4.C.2 will be adjusted to reflect such reallocation. If any reallocation occurs, Lessee shall certify that its use of Leased Property Parcel No. 2 reallocated for aeronautical use is used for aeronautical purposes only, and aeronautical use shall include any use in support of operation of aircraft at Leased Property Parcel No. 2.

- e. In Section 28, the last sentence is deleted.
- f. In Section 41, the second to last sentence is deleted and replaced with the following:

Upon Lease termination Lessee shall, at Lessor's discretion, either (1) convey to Lessor, without further consideration, clear title to all improvements on the Premises or (2) remove any such improvements at Lessee's expense and subject to the rest of this Section 41.

- 3. The following amendments are effective December 1, 2027:

- a. Subsections 4.A and 4.B are deleted and left intentionally blank.
- b. In Section 6, the following is inserted immediately prior to the last sentence:

Notwithstanding the above formula, the maximum annual rent increase will not exceed three percent, and in no event will annual rent decrease.

- c. Section 53 is created and inserted with the following:

Title to Improvements and Waiver of Right to Require Removal. Until the Lease expires or otherwise terminates, Lessee shall continue to hold title to the Leasehold Improvements. In consideration for Lessor's waiver of its right to require removal of said Leasehold Improvements at the end of the Primary Term, Lessee shall pay Lessor \$400,000, with \$100,000 paid at the closing of The Pyle Group's sale of the Leasehold Improvements to Lessee, and the remaining \$300,000 paid over the first ten years of the Extended Term in 120 monthly equal installments of \$2,500. Failure to make said payments is deemed a material breach on this Lease.

- d. Section 54 is created and inserted with the following:

Infrastructure Requests. Lessor agrees to give reasonable, thoughtful consideration to Lessee's requests that Lessor make changes to taxiways, access roads, and similar infrastructure to accommodate larger aircraft that may be stored in the Leasehold Improvements. Provided, however, that Lessor is under no obligation to accommodate any such request, and agrees only to give Lessee a fair hearing and its most thoughtful consideration on the matter; and in no event will Lessor accommodate such a request if doing so would substantially harm Lessor's airport operations or violate Lessor's legal obligations.

- e. Section 55 is created and inserted with the following:

Lessee's Right of First Refusal. If, following the expiration of the Extended Term, Lessor in good faith decides to lease the Premises and Leasehold Improvements to a party other than Lessee, then Lessee shall have a right of first refusal to lease the Premises in accordance with this Section 55, and Lessor shall not consummate the lease unless Lessor shall first deliver to Lessee a notice (the "First Refusal Notice") setting forth: the identity of the proposed lessee (the "Proposed Lessee"), proposed lease and use of the Premises, the anticipated commencement date, the term of the lease, and the rent rate. Lessee shall, by the expiration of this Lease or 60 days after receipt of the written notice of the First Refusal Notice, whichever is later (the "ROFR Response Period"), provide to Lessor a binding offer to enter into a lease for the Premises upon the same or better terms than those set forth in the First Refusal Notice. Upon Lessor's sole, reasonable determination that Lessee's offer contains terms that are the same or better than the terms set forth in the First Refusal Notice, Lessor and Lessee shall enter into a lease for the Premises on the terms contained in Lessee's offer. If Lessee fails to timely provide an offer, or Lessor reasonably determines Lessee's offer does not contain terms that are the same or better than the First Refusal Notice, Lessee's right of first refusal will be extinguished. For the purposes of this Section 55, the phrase "same or better" terms is to be construed from the perspective of Lessor. Lessee's right of first refusal will survive the expiration of this Lease only to the extent necessary for Lessee to provide a timely offer or for Lessor to evaluate Lessee's offer within a reasonable time. Provided, however, Lessee's right of first refusal will not survive the termination of this Lease if Lessor terminates this Lease under Section 40.

Notwithstanding anything to the contrary in this Section 55, if Lessor does not complete the lease of the Premises to the Proposed Lessee within 120 days from the end of the ROFR Response Period in

accordance with the terms in the First Refusal Notice, then Lessee's right of first refusal provided for in Section 55 shall once again apply, and Lessor shall not lease the Premises without first giving a new First Refusal Notice to Lessee in compliance with the terms of Section 55.

If Lessor does not complete a lease of the Premises to Lessee or the Proposed Lessee by November 30, 2053, then Lessee's right of first refusal under this Section 55 will terminate and Lessor and Lessee shall enter a separate right of first refusal agreement for a reasonable time and on substantially the same terms of this Section 55. Provided, however, that Lessor will not be required to terminate negotiations or any approval process for a lease of the Premises to the Proposed Lessee that are still ongoing on November 30, 2053, if any.

4. The parties intend that the Supplemental Rent under Section 5 continue, as adjusted under Section 6, throughout the remainder of the Primary Term and the entire Extended Term, and as such no amendment to Section 5 is required.
5. The parties may evidence their agreement to be bound by the terms of this Second Amendment by one or more counterparts of this document, which together constitute a single document. A photocopy, facsimile, or electronic copy of this Second Amendment has the same effect as an original for all purposes. The parties stipulate that any such legible copy is admissible in evidence as the original itself in any proceeding, regardless of whether or not the original is in existence and whether or not such copy was made by a party in the regular course of business.
6. If the closing of The Pyle Group's sale of the Leasehold Improvements to Lessee does not occur, then this Second Amendment will be deemed void.

To evidence the parties' agreement to this Second Amendment, they have executed and delivered it on the dates indicated below.

SIGNATURE PAGES FOLLOW

LESSOR

Dane County

By: _____ Date: _____
Joe Parisi
Dane County Executive

By: _____ Date: _____
Scott McDonell
Dane County Clerk

LESSEE

3500 Corben, LLC

By: Halcyon, LLC, its sole Member

By: Sarah Herbst, Member Date: 1/3/2023
Sarah Herbst, Member