

APPROVAL OF LEASE ASSIGNMENT
LEASE NO. DCRA 83-15

This instrument was drafted by
and should be returned to:

Rodney Knight
Airport Counsel
Dane County Regional Airport
4000 International Lane
Madison, WI 53704

Parcel I.D. Nos:
251/0810-304-0305-0
251/0810-304-0306-8

THIS DOCUMENT IS AN ASSIGNMENT OF A LEASE FOR LESS THAN 99 YEARS AND IS NOT A CONVEYANCE SUBJECT TO RETURN AND FEES PER SECTION 77.21(1), WIS. STATS.

THIS APPROVAL OF LEASE ASSIGNMENT is entered into by and between Dane County ("County"), a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, and Old National Bank ("Old National") whose address is c/o Attorney Norman Farnam, Stroud, Willink & Howard, LLC, 25 West Main Street, Madison, Wisconsin 53703, and shall be effective upon full execution by the authorized representatives of all parties hereto.

WITNESSETH:

WHEREAS Old National acquired AnchorBank, fsb on May 1, 2016, including AnchorBank's interest as lessee of Dane County owned land under the terms of that certain lease identified as Lease No. DCRA 83-15, as modified by an Amendment of Lease and Approval of Lease Assignment effective as of December 7, 2015, and by two prior lease amendments, copies of which are attached as exhibits to the memorandum of the foregoing Amendment of Lease and Approval of Lease Assignment recorded in the Office of the Dane County Register of Deeds as Document No. 5206931; and

WHEREAS Lease No. DCRA 83-15, as amended, demises 107,447 square feet of land located adjacent to the Dane County Regional Airport at 2917 International Lane, Madison, Wisconsin (the "Premises"), as described in Exhibit A attached hereto, for a term 99 years, expiring on November 30, 2082; and

WHEREAS Lease No. DCRA 83-15, as amended, is presently in full force and effect and there is no uncured default by either party thereto; and

WHEREAS Old National has requested that County approve the assignment of Lease No. DCRA 83-15 to Old National; and

WHEREAS Dane County has determined that it is in its best interest to approve the assignment of Lease No. DCRA 83-15 as requested;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is acknowledged by each party, County and Old National agree as follows:

- A. Old National hereby accepts and assumes all of the rights and obligations accruing to the lessee under Lease No. DCRA 83-15, including any and all debts and obligations existing and owing to County thereunder on the effective date of this Approval of Lease Assignment.
- B. County hereby approves the assignment of Lease No. DCRA 83-15 to Old National and the assumption by Old National of all rights and obligations thereunder, as set forth above.
- C. Old National shall have this Approval of Lease Assignment recorded in the office of the Dane County Register of Deeds.

IN WITNESS WHEREOF County and Old National, with the intent to be bound hereby, have caused this Approval of Lease Assignment to be executed on the dates indicated below.

SIGNATURE PAGES FOLLOW

FOR DANE COUNTY:

Joe Parisi
Dane County Executive

Date: _____

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.

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.

Notary Public, State of Wisconsin
My Commission expires: _____

Exhibit A

Legal Description of Leased Premises

Part of Lots 11 and 12, First Addition to Truax Airpark West, in the City of Madison, Dane County, Wisconsin, more fully described as follows: Beginning at the Northeast corner of said Lot 11: thence South 01° 32' 30" West, along the East line of said Lots 11 and 12, 252.16 feet; thence North 88° 37' 19" West, 149.15 feet, thence North 53° 42' 00" West, 165.01 feet; thence South 39° 50' 00" West, 66.99 feet to a point on the line between said Lots 11 and 12; thence South 36° 22' 33" West, 71.54 feet; thence North 53° 37' 37" West, 102.18 feet to a point on the line between said Lots 11 and 12, thence North 88° 37' 19" West, 69.00 feet to the Southwest corner of said Lot 11; thence along the Westerly right-of-way line of International Lane on the arc of a 446.97 foot radius curve to the left whose long chord bears North 21° 03' 38" East, 223.20 feet to the Northwest corner of said Lot 11; thence South 88° 37' 19" East, 445.39 feet to the Northeast corner of said Lot 11 and the point of beginning.

Contains 107,447 square feet or 2.47 acres.