

**AMENDMENT OF LEASE
AND APPROVAL OF LEASE ASSIGNMENT**

Lease No. DC-RA 82-7

This instrument was drafted by
and should be returned to:

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

Parcel I.D. Nos:
251/0810-304-0003-0
251/0810-304-0087-4

THIS AMENDMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT is entered into by and between Dane County, a Wisconsin quasi-municipal corporation whose address is c/o Airport Director, Dane County Regional Airport, 4000 International Lane, Madison, Wisconsin 53704, and Johnson Bank, a national banking association whose principal offices are located at 555 Main Street, Suite 490, Racine, Wisconsin 53403, and shall be effective upon full execution by the authorized representatives of both parties hereto.

WITNESSETH:

WHEREAS, on April 22, 1982, Dane County, Wisconsin, as Lessor, entered into that certain Ground Lease identified as Lease No. DC-RA 82-7 with Madsen Partners IV, a general partnership, as Lessee, as supplemented by Supplemental Provision to Lease No. DC-RA 82-7, and recorded in the Office of the Register of Deeds for Dane County, Wisconsin on July 21, 1982 as Document No. 1746263, as amended by Amendment to Ground Lease dated May 7, 1986, and as further amended by Amendment No. 2 to Lease No. DC-RA 82-7 dated effective March 1, 1998 (collectively, the "Ground Lease"), affecting that certain land located in the City of Madison, Dane County, Wisconsin adjacent to the Dane County Regional Airport, more particularly described on **Exhibit A** attached hereto (the "Demised Premises");

WHEREAS, the Lessee's interest in the Ground Lease was assigned by Assignment of Ground Lease dated April 4, 1986, as evidenced by Affidavit of Assignment of Ground Lease dated April 4, 1986, and recorded in said Register's Office on January 7, 1997 as Document No. 2824424; further assigned to International Properties General Partnership, n/k/a International Properties, LLP, a Wisconsin limited liability partnership ("International Properties") by Consent to Assignment of Leases and Agreement dated January 2, 1997, and recorded as Document

No. 2824435; and further partially assigned to Gordon Holdings, LLC, a Wisconsin limited liability company ("Gordon"), and GAR Holding, L.L.C., a Wisconsin limited liability company ("GAR"), by Assignment of Leases recorded as Document No. 3503222 and Assignment of Leases dated June 10, 2002 and recorded as Document No. 3503223;

WHEREAS, International Properties, Gordon and GAR conveyed and assigned its interests in the Ground Lease to Johnson Bank by Warranty Deed dated August 14, 2015, and recorded in said Register's Office on August 25, 2015 as Document No. 5179336; and

WHEREAS Dane County has determined that it is in its best interest to approve and recognize Johnson Bank as the assignee of the rights and obligations set forth in the Ground Lease; and

WHEREAS Dane County and Johnson Bank desire to amend the Ground Lease to clarify that Dane County's fee simple interest in the premises demised under the Ground Lease may not be used as security for mortgage loans obtained by the lessee thereunder.

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

A. The Ground Lease shall remain in full force and effect unchanged in any manner by this Amendment of Lease and Approval of Lease Assignment except for those changes expressly set forth herein.

B. Dane County hereby approves the aforesaid conveyance and assignment of the Ground Lease to Johnson Bank.

C. The Ground Lease shall be amended by deleting in its entirety Article VI, Section O.1, captioned *Mortgage Loans Obtained by Lessee*, and replacing said Article VI, Section O.1 with the following:

1. Mortgage Loans Obtained By Lessee - Lessee shall have the right during the term of this lease, at its own expense, to negotiate and obtain a loan or loans (and to extend, renew, refinance or replace any such loan or loans) which may be secured by a mortgage on Lessee's leasehold interest hereunder or improvements constructed or to be constructed on the leased premises, or both. Any such mortgage loan or loans, or extension, renewal, refinancing or replacement thereof encumbering any improvements on the leased premises shall be due and payable in full at least one (1) year prior to the expiration of the term of this lease. In no event shall any mortgage(s) entered into by Lessee (i) impose personal liability on Lessor, (ii) encumber Lessor's interest in the premises leased hereunder or (iii) encumber in the aggregate in excess of ninety percent (90%) of the appraised fair market value of Lessee's leasehold interest plus the fair market value of the improvements on the leased premises. Upon the written request of Lessor, Lessee shall deliver to Lessor a written statement signed by Lessee's chief financial officer certifying that any loan or extension, renewal, refinancing or replacement thereof encumbering or secured by a mortgage on Lessee's leasehold interest hereunder or improvements constructed or to be constructed on the leased premises meets the conditions set forth in this section.

D. The Lease shall be amended by deleting in its entirety Article VI, Section O.2, captioned *Proceeds of Mortgage*, and intentionally leaving blank said Article VI, Section O.2.

E. The Lease shall be amended by deleting in its entirety Article VI, Section O.5, captioned *Subordination by the County*, and intentionally leaving blank said Article VI, Section O.5.

F. The Lease shall be amended by deleting in its entirety Article VI, Section O.6, captioned *Mortgage of Lessee's Leasehold Interests*, and intentionally leaving blank said Article VI, Section O.6.

G. The first payment of rent under the Ground Lease as assigned to Johnson Bank shall be due on February 1, 2016 in the amount of \$262.76. Thereafter, rent shall be paid in the amount and manner set forth in the Ground Lease.

H. The term of the foregoing Ground Lease, as amended, commenced on June 1, 1982 and expires on May 31, 2081.

IN WITNESS WHEREOF Dane County and Johnson Bank, by their respective authorized agents, have caused this Amendment of Lease and 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, and Scott McDonell, Dane County Clerk, to me known to be the authorized representatives 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: _____

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

Exhibit A

Legal Description of Demised Premises

Lot 2 of Certified Survey Map No. 1275, recorded in the Office of the Dane County Register of Deeds in Volume 5 of Certified Survey Map, Page 205, as Document No. 1377842, in the City of Madison, Dane County, Wisconsin;

and

Lot 1 of Certified Survey Map No. 394, recorded in the Office of the Dane County Register of Deeds in Volume 2 of Certified Survey Maps, Page 169, as Document No. 1272969, in the City of Madison, Dane County, Wisconsin.

Property Addresses: 2439 a/k/a 2445 Darwin Road
2435 Darwin Road a/k/a 3030 International Lane