

# Dane County Contract Addendum Cover Sheet

Res 024

Revised 06/2021

<b>Contract #</b> Admin will assign	11507C
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<b>Dept./Division</b>	AIRPORT/AIRINDUS	<b>Vendor Name</b>	Mad Town Skate, LLC
<b>Brief Addendum Title/Description</b>	AUTHORIZING LANDLORD AGREEMENT FOR DCRA 2013-03, 2401 GRIMM STREET	<b>Vendor MUNIS #</b>	36763
		<b>Addendum Term</b>	No Change
		<b>Amount (\$)</b>	

Department Contact Information		Vendor Contact Information	
<b>Contact</b>	Cody Castillo	<b>Contact</b>	Justin Alling
<b>Phone #</b>	608.246.3381	<b>Phone #</b>	608-334-5109
<b>Email</b>	castillo.cody@msnairport.com	<b>Email</b>	madtownskate@gmail.com
<b>Purchasing Officer</b>			

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

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					
A resolution is required when the total contracted amount first exceeds \$100,000.  Additional resolutions are then required whenever the sum(s) of any additional addenda exceed(s) \$100,000	<b>Addendum #</b>	<b>Term</b>	<b>Amount</b>	<b>Resolution</b>	
	Original	6/1/2013-12/31/2083		<input type="checkbox"/> None	Res# 2013-34
	A	12/1/25-12/31/2083		<input type="checkbox"/> None	Res# 2025-220
	B	5/1/26-12/31/2083		<input type="checkbox"/> None	Res# 2026-024
	C	5/1/26 - 12/31/2083		<input type="checkbox"/> None	Res# 2026-024
				<input type="checkbox"/> None	Res#
				<input type="checkbox"/> None	Res#
<b>Total Contracted Amount</b>			<b>\$ 0.00</b>		

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
<b>Dept. Head / Authorized Designee</b>
Cody Castillo
<small>Digitally signed by Cody Castillo DN: C=US, E=Castillo.cody@msnairport.com, CN=Cody Castillo Reason: I am approving this document Date: 2026.05.12 12:59:19-0500'</small>

APPROVAL – Contracts Exceeding \$100,000	
<b>Director of Administration</b>	<b>Corporation Counsel</b>

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached			
<b>DOA:</b>	<b>Date In:</b> 5/12/26	<b>Date Out:</b> _____	<input checked="" type="checkbox"/> Controller, Purchasing, Corp Counsel, Risk Management

## Goldade, Michelle

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**From:** Goldade, Michelle  
**Sent:** Monday, May 18, 2026 1:29 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #11507C  
**Attachments:** 11507C.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 5/18/2026 1:58 PM	Approve: 5/18/2026 1:59 PM
	Rogan, Megan	Read: 5/18/2026 1:34 PM	Approve: 5/18/2026 1:34 PM
	Gault, David	Read: 5/19/2026 1:00 PM	Approve: 5/19/2026 1:01 PM
	Cotillier, Joshua	Read: 5/18/2026 2:40 PM	Approve: 5/18/2026 2:41 PM
	Oby, Joe		

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

Contract #11507C  
Department: Airport  
Vendor: Mad Town Skate LLC  
Contract Description: Landlord Agreement for DCRA Lease #2013-03 for 2401 Grimm St (Res 024)  
Contract Term: 5/1/26 – 12/31/2083  
Contract Amount: \$0

### *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 currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

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2  
3 **2026 RES-024**

4 **AUTHORIZING EXECUTION OF LEASE ADDENDUM, LANDLORD AGREEMENT, AND**  
5 **MEMORANDUM OF LEASE INVOLVING LEASED LAND AT THE**  
6 **DANE COUNTY REGIONAL AIRPORT**  
7 Lease No. DCRA 2013-03

8 Under Lease No. DCRA 2013-03 (“Lease”), Great Lakes Educational Loan Services, Inc.  
9 n/k/a Nelnet Capital Strategies, Inc. (“Nelnet”) leases from Dane County approximately 141,922  
10 square feet of land located adjacent to the Dane County Regional Airport at 2401 Grimm Street,  
11 Madison, Wisconsin. On December 4, 2025, the County Board approved 2025 RES-220, which  
12 approved an assignment of the Lease from Nelnet to Mad Town Skate, LLC (“Mad Town Skate”).  
13 The Lease assignment is contingent upon Nelnet and Mad Town Skate closing on the sale of the  
14 leasehold improvements.

15  
16 Mad Town Skate is obtaining financing from Byline Bank through a mortgage backed by  
17 the Small Business Administration (“SBA”). Before issuing the mortgage, Byline Bank requires a  
18 Lease Addendum adding provisions consistent with SBA regulations and a Landlord Agreement  
19 acknowledging Byline Bank’s interest as Mad Town Skate’s lender and permitting it to take action  
20 in the event of default. As such, the parties seek approval of the Lease Addendum and Landlord  
21 Agreement. The terms and conditions of the Lease will otherwise remain unchanged.

22  
23 Additionally, the parties’ title company requires a Memorandum of Lease be recorded to  
24 demonstrate a recorded property interest. The Lease contemplates such a Memorandum of  
25 Lease but it does not appear one was actually recorded. As such, the parties seek to execute and  
26 record a Memorandum of Lease.

27  
28 Airport staff have determined that approval of the requested documents required for the  
29 previously approved transaction to close is in Dane County’s best interest.

30  
31 **NOW, THEREFORE, BE IT RESOLVED** that the Dane County Executive and the Dane  
32 County Clerk are authorized to execute on behalf of Dane County a Lease Addendum, Landlord  
33 Agreement, and Memorandum of Lease required for the closing of the previously approved  
34 assignment of Lease No. DCRA 2013-03, as set forth above.  
35

**LANDLORD'S AGREEMENT**

THIS LANDLORD'S AGREEMENT is dated as of \_\_\_\_\_, 2026, by Dane County, Wisconsin, a quasi-municipal corporation ("LANDLORD"), for the benefit of BYLINE BANK ("LENDER") located at 10 N. Martingale Rd., Suite 160, Schaumburg, IL 60173.

**RECITALS**

Mad Town Skate LLC, a Wisconsin limited liability company ("BORROWER") has applied to the LENDER for a term loan, which loan is to be secured in part, by a security interest in all of the tangible and intangible personal property of the BORROWER as well as any leasehold improvements, if applicable, being financed by the use of proceeds of Lender ("COLLATERAL"). The LANDLORD leases the real property known as 2401 Grimm Street, Madison, WI 53704 ("PREMISES") to the BORROWER pursuant to a written lease agreement dated as of \_\_\_\_\_ ("LEASE"). Some or all of the COLLATERAL may be located on the PREMISES. The LENDER'S extensions of credit to the BORROWER are conditioned upon the LANDLORD executing this Landlord's Agreement. The LANDLORD is willing to execute this Landlord's Agreement in order to accommodate the BORROWER.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the LANDLORD agrees for the benefit of the LENDER as follows:

1. Subordination Of Landlord's Interest In Collateral. The LANDLORD consents to the security interest of the LENDER in the COLLATERAL located at the PREMISES, and agrees that the LENDER'S security interest in the COLLATERAL shall be superior in lien priority and rights of enforcement to any interest or lien right which the LANDLORD may have in the COLLATERAL. The LANDLORD acknowledges that the COLLATERAL is personal property and is not intended to be a fixture to the PREMISES. The LANDLORD subordinates to the security interests of the LENDER any security interest, lien, distraint and levy rights which the LANDLORD may have in the COLLATERAL. This subordination shall continue for so long as any obligations owed by the BORROWER to the LENDER remain unsatisfied. The LENDER may at any time during normal business hours enter upon the PREMISES and remove the COLLATERAL. In the event that the LENDER damages the PREMISES in removing the COLLATERAL, the LENDER shall have the obligation to restore any portions of the PREMISES damaged by the LENDER to the condition existing prior to the damage caused by the LENDER.

2. Notification Of Lender Of Default; Lender's Right To Cure. The LANDLORD agrees to notify the LENDER in writing at the above address prior to the LANDLORD exercising its enforcement remedies against the BORROWER and to permit the LENDER to have a period of sixty (60) days to cure or cause to be cured any act or event of default occurring under the LEASE. The LANDLORD acknowledges that the LENDER has no obligation or duty to cure or cause to be cured any act or event of default of the BORROWER under the LEASE, unless the LENDER elects in writing to cure the default.

3. Removal Of Collateral After Default. In the event the BORROWER defaults under the LEASE and is evicted by the LANDLORD, the LENDER shall have the right to keep and store any portion of the COLLATERAL located at the PREMISES for a period of up to sixty (60) days, beginning on the date that the BORROWER loses possession of the PREMISES. The LENDER shall pay to LANDLORD prorated rent for each day that the LENDER keeps and stores any COLLATERAL at the Premises based on the monthly rent provided for in the LEASE. The LENDER shall have no obligation to pay any unpaid rent due under the LEASE which has accrued prior to the date the BORROWER loses possession of the PREMISES. While the LENDER is using the PREMISES for storage of the COLLATERAL, the LENDER shall maintain at the LENDER'S expense casualty insurance and liability insurance for the benefit of the LANDLORD in the amounts of coverage required by the terms of the LEASE.

4. Lease Assignment. The LANDLORD acknowledges that the BORROWER has assigned, or will assign, its interest in the LEASE to the LENDER (and its designees) as security for the BORROWER'S obligations to the LENDER. The LANDLORD hereby consents to such assignment as collateral and agrees that the LENDER shall have no obligation under the LEASE until the LENDER notifies the LANDLORD in writing that the LENDER or its designee has exercised its rights under the assignment from the BORROWER. If LENDER exercises its rights under the assignment, then LENDER shall cooperate with LANDLORD to execute an assignment of LEASE consistent with LANDLORD's ordinances and procedures, which include approval by the Dane County Board of Supervisors. If LENDER assumes the BORROWER's interest as lessee under the LEASE, LENDER shall pay outstanding rent owed under the LEASE.

5. Notification. The LANDLORD agrees to notify any successor in interest to the LANDLORD of the terms of this Landlord's Agreement, including any purchaser of the PREMISES or any subsequent mortgage holder.

6. Binding Nature. This Landlord's Agreement shall be binding upon the successors, assigns and transferees of the LANDLORD and shall inure to the benefit of the successors and assigns of the LENDER.

7. Landlord's Rights. Nothing in this Landlord's Agreement shall (a) encumber or affect LANDLORD's fee interest in the land, (b) diminish or subordinate LANDLORD's reversion rights at the expiration of the LEASE, (c) extinguish LANDLORD's right to recover outstanding rent, or (d) require LANDLORD to perform or permit any action that would violate LANDLORD's obligations to the Federal Aviation Administration.

8. Non-Discrimination. LENDER shall not discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). LENDER agrees to post in conspicuous places, available to all employees, service recipients, and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

IN WITNESS WHEREOF, the LANDLORD has executed this Landlord's Agreement the day and year first above written.

LANDLORD:

By: \_\_\_\_\_(SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

LENDER:

BYLINE BANK

By: Anisa Demollari (SEAL)

Name: Anisa Demollari

Title: Officer, Closing Supervisor

Address: 10 N Martingale Rd Suite 100  
Schaumburg, IL 60173