

# Dane County Contract Addendum Cover Sheet

Res 024

Revised 06/2021

<b>Contract #</b> Admin will assign	11507B
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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 EXECUTION OF LEASE ADDENDUM 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					
<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>	<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
				<input type="checkbox"/> None	Res#
				<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 12:58:19-0500'</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 1:23 PM  
**To:** Hicklin, Charles; Rogan, Megan; Gault, David; Cotillier, Joshua  
**Cc:** Oby, Joe  
**Subject:** Contract #11507B  
**Attachments:** 11507B.pdf

<b>Tracking:</b>	<b>Recipient</b>	<b>Read</b>	<b>Response</b>
	Hicklin, Charles	Read: 5/18/2026 1:59 PM	Approve: 5/18/2026 1:59 PM
	Rogan, Megan	Read: 5/18/2026 1:33 PM	Approve: 5/18/2026 1:33 PM
	Gault, David	Read: 5/19/2026 12:57 PM	Approve: 5/19/2026 1:00 PM
	Cotillier, Joshua	Read: 5/18/2026 2:39 PM	Approve: 5/18/2026 2:40 PM
	Oby, Joe		

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

Contract #11507B  
Department: Airport  
Vendor: Mad Town Skate LLC  
Contract Description: Lease Addendum 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

**ADDENDUM TO LEASE**

This Addendum to Lease (the “Addendum”), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026, of that Lease between Dane County, a Wisconsin quasi-municipal corporation of the State of Wisconsin, as Lessor, and Mad Town Skate LLC, a Wisconsin limited liability company, as Lessee, dated \_\_\_\_\_, is made by the undersigned for the benefit of, and in favor of, BYLINE BANK, an Illinois banking corporation (“Lender”).

**RECITALS**

WHEREAS, the Lessor, and Great Lakes Educational Loan Services, Inc., as Lessee’s successor in interest, entered into that certain Lease (the “Lease”) dated June 1, 2013, and subsequently assigned to Lessee by an assignment of lease and approval of assignment by and between County, Great Lakes, and Mortgagor dated December 10, 2025, for a portion of the retail project center at 2401 Grimm Street, Madison, Wisconsin, (the premises).

WHEREAS, Lender is providing a SBA 7(a) Loan to Lessee to be secured by a Leasehold Mortgage on the Premises in favor of Lender

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree that the following is added to and made a part of the Lease:

**ADDENDUM**

1. **Definitions.** Unless otherwise defined herein, all capitalized terms used in this Addendum are used as defined in the Lease.

2. **Conflict.** In the event that any provision of this Addendum conflicts with any other provision of the Lease, the provisions of this Addendum shall control and prevail.

3. **Lessor’s Consent.** Lessor hereby consents and agrees:

(a) to the execution by Lessee of the Leasehold Deed of Trust and Assignment of Rents, in favor of Lender, securing a Note paid to the order of Lender (the “SBA 7(a) Loan”):

(b) that so long as the SBA 7(a) Loan is outstanding:

(i) Not to modify nor in any way alter the terms of the Lease, without the prior written consent of Lender;

(ii) Not to terminate, or accept any abandonment or surrender of the Lease, without the prior written consent of Lender;

(iii) To furnish Lender with written notice of default by the Lessee of any term, condition, or provision of the Lease within ninety (90) days of the date of default and to give Lender ninety (90) days’ written notice prior to any exercise of any right to terminate the Lease, or the filing of any suit or action, including but not limited to, any unlawful detainer action;

(iv) To provide not less than ninety (90) days' written notice of Lessor's intent to exercise any right to terminate the Lease, or the filing of any suit or action, including but not limited to, any unlawful detainer action, during which time Lender shall have the right, but not the obligation, during such ninety (90)-day period, to cure such default, or, if such default cannot reasonably be cured within such ninety (90)-day period, that Lender shall have such longer time as may be necessary to cure the default, provided that Lender commences the cure within such period and continuously and diligently pursues the cure to completion and only so long as payments under the Lease are kept current;

(v) Lessor agrees to accept performance by Lender of all cures, conditions and covenants as though performed by Lessee, and agrees to permit Lender access to the Premises to take all such actions as may be necessary or useful to perform any condition or covenants of the Lease or to cure any default of Lessee, provided that any performance or cure shall be to Lessor's reasonable satisfaction. Lender shall not be required to perform any act which is not susceptible to performance by Lender.

(vi) That Lessor acknowledges and consents to Lender security interest in the personal property and fixtures described and set forth in any such UCC-1 Financing Statements and incorporated herein by this reference, and agrees that Lender, may, at any time, remove all or any part of said personal property from the Premises. The entry of the Premises for such removal shall not be deemed entering on, taking possession of, or operating the Premises, for purposes of imposing on Lender any responsibility or obligation for any term, provision, or condition provided in the Lease;

(vii) Lender shall have the right to acquire the leasehold at foreclosure sale or by assignment and the right of assignment or reassignment (subject to approval of any such assignee/reassignee by Lessor, which approval shall not be unreasonably withheld or delayed) of the leasehold estate together with the right to exercise any options notwithstanding Lessee's then possession of the Premises. Upon such assignment or reassignment by Lender, Lender shall be released from any and all obligations to accrue under the Lease from and after the effective date of the assignment. If Lender acquires the leasehold interest, then Lender shall cooperate with Lessor to execute an assignment of the Lease consistent with Lessor's ordinances and procedures, which include approval by the Dane County Board of Supervisors;

(viii) In the event Lender shall exercise any remedy of possession, Lender shall have the right to sublease the Premises consistent with Paragraph 18 of the Lease without the approval of any such assignee/reassignee by Lessor;

(ix) As long as any default under the Lease has been cured, upon Lender's assignment or reassignment of the Lease as provided for herein, Lender shall be released from any and all obligations to accrue under the Lease from and after the effective date of the assignment or reassignment.

(x) Notwithstanding any provisions of this Addendum, any assignment, reassignment, and/or sublease by Lender, shall be conditioned upon the cure of all Lease payments and any related interest or penalties provided by the Lease;

(xi) Lender shall have the right to any proceeds of any insurance policy covering any damage to the improvements made on the Premises up to the balance of the SBA 7(a) Loan;

(xii) Lender shall have the first right to any condemnation proceeds (only as to proceeds allocated to improvements) not to exceed the remaining balance of the SBA 7(a) Loan; and

(xiii) Nothing in the Lease shall impose on Lender the obligations of Lessee under the Lease solely because of Lender accepts a Leasehold Deed of Trust and Assignment of Rents.

(xiv) Lessor shall provide Lender with notice of any failure of Lessee to exercise any renewal option under the Lease and shall afford Lender thirty (30) days in which Lender may exercise such renewal option for its own benefit.

4. Lessor's Rights. Nothing in this Addendum shall:

(a) encumber or affect Lessor's fee interest in the land;

(b) diminish or subordinate Lessor's reversion rights at the expiration of the Lease;

(c) extinguish Lessor's right to recover outstanding rent; or

(d) require Lessor to perform or permit any action that would violate Lessor's obligations to the Federal Aviation Administration.

5. No Default. As of the date of this Addendum, all obligations of Lessee under the Lease have been performed and Lessee is not in default under the Lease.

6. Notices. Any and all notices shall be in writing and shall be delivered personally, or sent by registered or certified United States mail, postage prepaid, at the addresses set forth below, or at such other address within the United States as may hereafter be designated in writing. The date of personal delivery or the date of mailing, as the case may be, shall be the date of such notice. The address of:

Lender is: BYLINE BANK  
10 N Martingale Road, Suite 160  
Schaumburg, IL 60173  
Attn: Loan Operations

Lessor is: Dane County  
c/o Airport Director  
Dane County Regional Airport  
4000 International Lane  
Madison, Wisconsin

Lessee is: Mad Town Skate LLC  
4649 Verona Road  
Madison, WI 53711

7. Benefit. Nothing set forth in this Addendum shall limit or otherwise diminish any provision in the Lease in favor of a “Lender” and the effect of this Addendum is to provide additional benefit to Lender.

8. Third-Party Beneficiary. It is the intent of Lessor and Lessee that Lender be Third-Party Beneficiaries of this Addendum with the right to enforce its terms.

9. Conflict Between Lease and Addendum to Lease. This Addendum is being executed as part of the Lease dated June 1, 2013 and as amended and assigned from time to time thereafter. In the event of a conflict between the terms and conditions of the Lease and this Addendum to Lease, the terms and conditions of the Addendum to Lease shall govern. Provided, however, that the Lease will prevail in any conflict concerning Lessor’s obligations to the Federal Aviation Administration including, without limitation, Lessor’s reversion interests.

10. Counterparts and Facsimile Copies. This Addendum may be signed in multiple counterparts and facsimile copies, each of which counterparts and facsimile copies shall be deemed an original but all of which, together, shall constitute one and the same instrument.

LESSOR:

By: \_\_\_\_\_  
Name: Melissa Agard  
Title: Dane County Executive  
Address: Room 421, City-County Building  
210 Martin Luther King, Jr. Blvd  
Madison, WI 53703

By: \_\_\_\_\_  
Name: Scott McDonell  
Title: Dane County Clerk  
Address: Room 106A, City-County Building  
210 Martin Luther King, Jr. Blvd  
Madison, WI 53703

LESSEE:

**Mad Town Skate LLC**  
(a Wisconsin limited liability company)

By: 

Name: Justin Alling

Title: Owner

Address: 228 Division St  
Brookfield, WI 53521

LENDER:

BYLINE BANK

By: \_\_\_\_\_

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

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

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

LESSEE:

**Mad Town Skate LLC**  
(a Wisconsin limited liability company)

By: \_\_\_\_\_

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

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

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

LENDER:

BYLINE BANK

By: Kellie Fiorito

Name: Kellie Fiorito

Title: VP Closing Supervisor

Address: 10 N Martingale Rd 160  
Schaumburg IL 60173