Dane County Contract Addendum Cover Sheet

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2084				
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mpka				
Phone # 402-458-3047 Email ANDREW.LEMPKA@NELNET.NET				
NELNET.NET				
Purchase Order – Maintenance or New PO				
e contract.				
Budget Amendment				
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				
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From: Goldade, Michelle

Sent: Wednesday, November 5, 2025 12:05 PM

To: Hicklin, Charles; Patten, Peter; Gault, David; Cotillier, Joshua

Cc: Stavn, Stephanie; Oby, Joe

Subject: Contract #11095B

Attachments: 11095B.pdf

Tracking: Recipient Read Response

Hicklin, Charles Patten, Peter Gault, David

Cotillier, Joshua Read: 11/6/2025 10:34 AM Approve: 11/6/2025 10:37 AM

Stavn, Stephanie

Oby, Joe

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

Contract #11095B Department: Airport

Vendor: Nelnet Servicing LLC

Contract Description: Assignment of DCRA Lease #85-1 at 2401-2501 International Ln from Great Lakes Educational

Loan Services (Res 221)

Contract Term: 11/1/25 - 3/6/2084

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 am currently working a modified schedule. I work in office Mondays and Wednesdays and work remotely Tuesday, Thursdays and Fridays.

From:

Rogan, Megan Wednesday, November 5, 2025 12:45 PM Sent:

Goldade, Michelle To:

Subject: Approve: Contract #11095B

From: Hicklin, Charles

Sent: Wednesday, November 5, 2025 3:05 PM

To: Goldade, Michelle

Subject: Approve: Contract #11095B

From: Gault, David

Sent: Thursday, November 6, 2025 10:21 AM

To: Goldade, Michelle

Subject: Approve: Contract #11095B

2025 RES-221

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

Lease No. DCRA 85-1

Under Lease No. DCRA 85-1 ("Lease"), Great Lakes Educational Loan Services, Inc. n/k/a Nelnet Capital Strategies, Inc. ("Nelnet Capital") leases from Dane County approximately 603,885 square feet of land located adjacent to the Dane County Regional Airport at 2401 and 2501 International Lane, Madison, Wisconsin ("Leasehold Interest"). As part of an internal reorganization, Nelnet Capital seeks to transfer the Leasehold Interest to Nelnet Servicing, LLC ("Nelnet Servicing"), contingent upon Dane County's approval to assign the Lease presently held by Nelnet Capital. Accordingly, Nelnet Capital requests Dane County's approval to assign the Lease to Nelnet Servicing. Upon assignment, the terms and conditions of the Lease will remain unchanged. Airport staff have determined that approval of the requested Lease assignment 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 Lease Assignment approving the assignment of Lease No. DCRA 85-1, as set forth above.

ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT

Document Number

Recording Area

Name and Return Address

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

251/0810-304-0207-8; and 251/0810-304-0298-7. Parcel Identification Numbers (PINs)

This document was drafted by: Adam Ussher Dane County Regional Airport 4000 International Lane Madison, WI 53704 THIS ASSIGNMENT OF LEASE AND APPROVAL OF ASSIGNMENT is between Dane County, a Wisconsin quasi-municipal corporation ("Lessor"), Great Lakes Educational Loan Services, Inc. n/k/a Nelnet Capital Strategies, Inc., a Wisconsin corporation ("Lessee"), and Nelnet Servicing, LLC, a Nebraska 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 corporation whose address for its principal place of business is 2401 International Lane, Madison, Wisconsin 53704.
- 3. Assignee is a Nebraska limited liability company whose address for its principal place of business is 121 South 13th Street, Suite 100, Lincoln, Nebraska 68508.
- 4. Lessor and Lessee are parties to Lease No. DCRA 85-1 dated March 12, 1985, as modified by an Addendum 2 dated October 6, 1988, Addendum 3 dated October 2, 1990, Fourth Addendum dated May 21, 2012, and Amendment of Lease and Approval of Lease Assignment dated June 25, 2015 (as amended, the "Lease"), by which Lessee leases from Lessor land located in the Dane County Regional Airport at 2401 and 2501 International Lane, Madison, Wisconsin, as more fully described in Exhibit A (the "Premises").
- 5. The Lease is for a term of 99 years, beginning on March 7, 1985, and ending on March 6, 2084.
- 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 the Lease 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"):
 - Lessor's approval of this assignment, as evidenced by Lessor's signature on this Assignment of Lease and Approval of Assignment; and
 - b. Closing of Lessee's conveyance of the improvements on the Premises to Assignee, as evidenced by the recording of a deed conveying said improvements.

- 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 rights and obligations under the Lease to Assignee as of the Effective Date.
- As of the Effective Date, Assignee accepts and assumes all of the Lessee's rights and obligations under the Lease, including any and all debts and obligations under the Lease on the part of Lessee 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:

Nelnet Servicing, LLC Attn: William J. Munn, Secretary 121 S. 13th Street, Suite 100 Lincoln, NE 68508

9. In the event that any of the Closing Conditions is 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.

LESSOR

Dane County

Ву:			Date:
	Melissa Agard Dane County Execut	ive	
Ву:	Scott McDonell Dane County Clerk		Date:
STATI	E OF WISCONSIN)) ss.	
COUN	ITY OF DANE)	
Agard Wisco	, Dane County Executi	ve, to me know	of, 2025, the above-named Melissa n to be the authorized representative of Dane County, strument and acknowledged the same on behalf of Notary Public, State of Wisconsin My Commission expires:
STATI	E OF WISCONSIN)	
) ss.	
COUN	ITY OF DANE)	
McDor Wisco	nell, Dane County Cler	k, to me known	ny of, 2025, the above-named Scott to be the authorized representative of Dane County, strument and acknowledged the same on behalf of
			Notary Public, State of Wisconsin
			My Commission expires:

LESSEE

Great Lakes Educational Loan Services, Inc. n/k/a Nelnet Capital Strategies, Inc.

By: Date: 10/12/2025

James D. Kruger

Treasurer

STATE OF NEBRASKA)

) ss.

COUNTY OF LANCASTER)

Personally came before me this 22 day of <u>(k-laker)</u>, 2025, the above-named James Kruger, to me known to be an authorized representative of Great Lakes Educational Loan Services, Inc. n/k/a Nelnet Capital Strategies, Inc., who executed the foregoing instrument and acknowledged the same on behalf of Great Lakes Educational Loan Services, Inc n/k/a Nelnet Capital Strategies, Inc..

Notary Public, State of Nebraska

My Commission expires: <u>March</u> 28

General Notary - State of Nebraska
JOANNA MARTINEZ
My Comm. Exp. March 28, 2029

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

ASSIGNEE

Nelnet Servicing, LLC

By: William J. Minn
Secretary

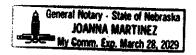
STATE OF NEBRASKA)

Ss.

COUNTY OF LANCASTER)

Personally came before me this 22 day of 1ct be , 2025, the above-named William J. Munn, to me known to be an authorized representative of Nelnet Servicing, LLC, who executed the foregoing instrument and acknowledged the same on behalf of Nelnet Servicing, LLC.

Notary Public, State of Nebraska



My Commission expires: March

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

Exhibit A

Legal Description of Premises

Four parcels of land situated in Truax Air Park, City of Madison, Dane County, Wisconsin, more fully described as follows:

Parcel A

Lots 18 & 25 in Truax Air Park West – 1st Addition. Consisting of 125,313 square feet and 136,337 square feet, respectively, for a total of 261,650 square feet. Also known as a portion of Lot 2, Certified Survey Map 4218.

Parcel B

Part of Lots 19 and 22 of the First Addition to Truax Air Park West, located in part of the SE/4 of the SE/4 of Section 30, Township 8 North, Range 10 East, City of Madison, Dane County. The metes and bounds of Parcel B are set forth on Exhibit 1 of the Fourth Addendum to Lease No. DCRA 85-1 dated May 21, 2012.

Parcel B contains approximately 75,124 square feet.

Parcels C and D

Parcels C and D are more fully described and depicted on Exhibit A of the Addendum 3 to Lease No. DCRA 85-1 dated October 2, 1990.

Parcels C and D contain 183,085 square feet and 84,026 square feet, respectively.