

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

DCRA 83-15

THIS AMENDMENT OF LEASE AND APPROVAL OF LEASE ASSIGNMENT is entered into by and between Dane County (hereinafter, the "County"), a Wisconsin quasi-municipal corporation, and Anchorbank, fsb (hereinafter, "Anchorbank"), and shall be effective upon execution by the authorized representatives of both parties hereto.

WITNESSETH:

WHEREAS Air Park Partners, a Wisconsin general partnership, was by assignment the lessee under a lease with the County, identified as Lease No. DCRA 83-15 and recorded in the Office of the Dane County Register of Deeds as Document No. 2086390, as said lease has been modified pursuant to an Amendment to Lease dated December 30, 1988 and, thereafter, by an Amendment to Ground Lease dated December 1, 2001 and recorded in the Office of the Dane County Register of Deeds as Document No. 3485640 (hereinafter, as amended, the "Lease"), under the terms of which Air Park Partners leased from the County land located in Madison, Wisconsin adjacent to the Dane County Regional Airport; and

WHEREAS, pursuant to the provisions of a Sheriff's Deed of Foreclosure recorded in the Office of the Dane County Register of Deeds on November 18, 2013 as Document No. 5038557, Anchorbank succeeded to the interests held by Air Park Partners under the Lease; and

WHEREAS the County has determined that it would be in its best interest to approve and recognize Anchorbank as the assignee of the rights and obligations set forth in Lease; and

WHEREAS the County and Anchorbank wish to amend the Lease to clarify that the County's fee simple interest in the premises demised under the 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, the County and Anchorbank agree as follows:

- A. The 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. The 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 five (5) years 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 the County, (ii) encumber the County'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. The proceeds of any mortgage loan or loans, or extension, renewal, refinancing or replacement thereof involving encumbrance of this Lease or improvements on the leased premises shall be paid to and become the property of Lessee. Upon the written request of the County, Lessee shall deliver to the County a written statement specifying the name of the mortgagee and summarizing the terms of the mortgage loan, which statement shall be certified by Lessee's chief financial officer.

- C. 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.
- D. 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.
- E. The County hereby approves and recognizes Anchorbank as a valid assignee of the rights and obligations of the lessee under the Lease.
- F. The parties hereto shall execute a Memorandum of Amendment of Lease and Approval of Lease Assignment, which Anchorbank shall have recorded in the Office of the Dane County Register of Deeds.

IN WITNESS WHEREOF the County and Anchorbank, by their respective authorized agents, have caused this Amendment of Lease and Approval of Lease Assignment to be executed on the dates indicated below.

FOR DANE COUNTY:

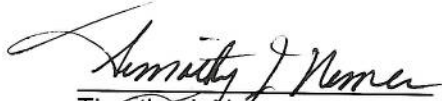
Joe Parisi
Dane County Executive

Date: _____

Scott McDonell
Dane County Clerk

Date: _____

FOR ANCHORBANK, FSB:



Timothy J. Nemecek
1st VP Special Assets

Date: 9-14-15