

Dane County Contract Addendum Cover Sheet

Revised 06/2021

Res 024

		Contract # Admin will assign	11507B
Dept./Division	AIRPORT/AIRINDUS	Vendor Name	Mad Town Skate, LLC
Brief Addendum Title/Description	AUTHORIZING EXECUTION OF LEASE ADDENDUM FOR DCRA 2013-03, 2401 GRIMM STREET	Vendor MUNIS #	36763
		Addendum Term	No Change
		Amount (\$)	

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

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

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					
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	Addendum #	Term	Amount	Resolution	
	Original	6/1/2013-12/31/2083		☐ None	Res# 2013-34
	A	12/1/25-12/31/2083		☐ None	Res# 2025-220
	B	5/1/26-12/31/2083		☐ None	Res# 2026-024
				☐ None	Res#
				☐ None	Res#
				☐ None	Res#
Total Contracted Amount			\$ 0.00		

Contract Language Pre-Approval – prior to internal routing, this contract has been reviewed/approved by:		
☒ Corporation Counsel: Adam Ussher	☐ Risk Management:	☐ No Pre-Approval

APPROVAL
Dept. Head / Authorized Designee
Cody Castillo 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 12:59:19-05'00'

APPROVAL – Contracts Exceeding \$100,000	
Director of Administration	Corporation Counsel

APPROVAL – Internal Contract Review – Routed Electronically – Approvals Will Be Attached		
DOA:	Date In: 5/12/26 Date Out: _____	☒ Controller, Purchasing, Corp Counsel, Risk Management

Goldade, Michelle

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

Tracking:	Recipient	Read	Response
	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.

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

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 Addendum, Landlord Agreement, and Memorandum of Lease required for the closing of the previously approved assignment of Lease No. DCRA 2013-03, as set forth above.

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
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Lessor is:	Dane County c/o Airport Director Dane County Regional Airport 4000 International Lane Madison, Wisconsin
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Lessee is:	Mad Town Skate LLC 4649 Verona Road Madison, WI 53711
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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: _____

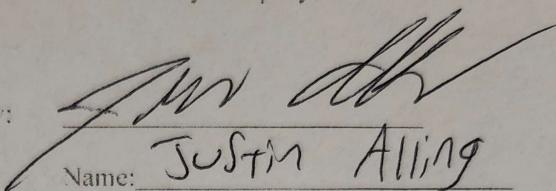
Name: Scott McDonell

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
Brooklyn, 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