

## PARKING AGREEMENT

This Parking Agreement (the "**Agreement**") is made as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the CITY OF MADISON, Wisconsin, a municipal corporation (the "**City**") and MDI JUDGE DOYLE SQUARE HOTEL, LLC, a Minnesota limited liability company (hereinafter, "**Hotel Owner**"), which hereby agree as follows:

### 1. Parking Rights and Use.

A. The City hereby agrees to provide to Hotel Owner, on the terms and conditions provided herein, the right to use up to one hundred (100) monthly parking stalls, which number will be initially determined by Hotel Owner providing written notice to City not less than sixty (60) days prior to the scheduled commencement for operations of the Hotel (the "**Initial Parking Stalls**", and together with the Additional Parking Stalls (defined below), if any, the "**Parking Stalls**") in the Wilson Street Parking Garage (the "**WS Garage**") located at 20 East Wilson Street, Madison, WI, which is maintained and operated by the City of Madison Parking Division. The Parking Stalls are to be used by Hotel Owner (or Hotel Owner's agents or contractors for parking services) for the sole and exclusive purpose of valet service vehicle parking for the benefit of customers, guests and invitees using the Hotel Owner's hotel facilities and amenities located at \_\_\_\_\_ (the "**Hotel**") and for Hotel employees. The WS Garage has approximately 528 parking spaces (the "**Total Parking Count**"). The Parking Stalls will be made available to Hotel Owner by the City during the Permit Hours (as hereafter defined).

B. Notwithstanding anything to the contrary in this Agreement, in the event that the City's occupancy of the WS Garage on average from Monday through Friday during the hours of 10:00 a.m. to 2:00 p.m. (local time) exceeds 85% of the Total Parking Count, as measured monthly, the City will have the option to temporarily or permanently relocate Parking Stalls from the WS Garage to the City owned and operated Capitol Square North parking facility located at 218 East Mifflin Street or, with Owner's written consent (not to be unreasonably withheld), the next closest City owned and operated parking facility in the Central Business District that can accommodate the relocated Parking Stalls (the "**Alternative City Facility**"), provided that the City will provide not less than thirty (30) days' prior written notice to Hotel Owner of the relocation of Parking Stalls, and further provided that (i) no less than forty (40) Parking Stalls having access 24 hours a day/7 days a week shall be permanently provided at the WS Garage (during the Term) and may not be relocated to an Alternative City Facility ("**Guaranteed Anytime Stalls**"), and (ii) no less than forty (40) additional Parking Stalls having access nightly, 7 days/week between 6:00 p.m. and 7:00 a.m. shall be permanently provided at the WS Garage (during the Term) and may not be relocated to an Alternative City Facility ("**Guaranteed After-Hours Stalls**" and together with the Guaranteed Anytime Stalls, the "**Guaranteed WS Stalls**"). The City shall provide Hotel Owner with documentation supporting its determination that the average occupancy in the WS Garage has exceeded the threshold level set forth herein.

C. If City elects to relocate any Parking Stalls to an Alternative City Facility as provided in Section 1.B above (the “**Relocated Stalls**”), City shall, in addition to the Guaranteed WS Stalls, provide Hotel Owner with parking stalls in the WS Garage during holidays and weekends (beginning at 5:00 p.m. the day prior to such holiday or weekend and ending at 8:00 a.m. on the first business day following such holiday or weekend) (the “**Off-Peak Stalls**”), up to the total number of Relocated Stalls, provided that the City’s occupancy of the WS Garage on average during weekends and holidays, measured monthly (“**Off-Peak Occupancy**”) does not exceed 85%. Off-Peak Occupancy shall be calculated as the average monthly occupancy of any 4-hour period from 5:00 pm Fridays through 8:00 a.m. Mondays. For example 5:00 p.m. – 9:00 p.m. on Fridays or 8:00 a.m. – 12:00 p.m. Saturdays, or any other 4-hour period where peak demand is observed, may be used for the calculation. Outlier dates resulting in atypically high occupancy or where the peak demand is generated primarily by the Hotel Owner and would otherwise not exist, and therefore does not negatively impact or limit public access for other uses, as determined by the Parking Manager, will not be included in the calculation to determine Off-Peak Occupancy.

D. During the Term, if the Hotel Owner anticipates a surge in parking demand during any particular period(s) such that the Hotel Owner’s use of the Initial Parking Stalls is anticipated to exceed 85% of the Initial Parking Stalls (including, without limitation, during football or basketball season or for conventions) (each, a “**Surge Period**”), Hotel Owner shall have the option, at any time and from time to time, upon not less than thirty (30) days’ prior written notice to City, to increase the number of parking stalls allocated to Hotel Owner under this Agreement to a number not to exceed two hundred (200) in total during the Surge Period (such additional parking stalls over and above the Initial Parking Stalls, the “**Additional Parking Stalls**”). Hotel Owner may cancel the Surge Period upon ninety (90) days written notice to the City of the permit numbers to be cancelled and surrender of the permits to the City within 15 days following the cancellation effective date. Within thirty (30) days after receiving a request from Hotel Owner for Additional Parking Stalls, City shall notify Hotel Owner of the location of the Additional Parking Stalls, using commercially reasonable efforts to locate the Additional Parking Stalls in the WS Garage or the Alternative City Facility. Notwithstanding that the Hotel Owner’s use of Initial Parking Stalls during such periods does not exceed 85% on average as measured monthly, the Parking Manager may approve an increase to the number of Hotel Owner parking stalls if the Parking Manager deems the requested increase to be beneficial to City, in the Parking Manager’s reasonable business judgment.

E. Hotel Owner shall have the right throughout the Term, to be exercised no more frequently than one time per any consecutive 12-month period (i.e. the right is available multiple times in Hotel Owner’s discretion but cannot be exercised more often than once in any consecutive 12-month period), to reduce the number of Parking Stalls to a number less than the Initial Parking Stalls, or the Guaranteed WS Stalls, or any combination thereof, in response to seasonal demand at the Hotel by giving a minimum of ten (10) days written notice to the City stating (i) the number of Parking Spaces required to be reduced, and (ii) the period for which the reduction shall apply, which Hotel Owner

agrees may not be for more than 3 months. The reduction shall be effective not sooner than the 1<sup>st</sup> day of the following month after receipt of such written notice from Hotel Owner.

2. Adjustment to Parking Count. The total number of Parking Stalls may also be adjusted between City and Hotel Owner by mutual agreement throughout the Term, provided that in no event shall there be less than the Guaranteed WS Stalls or more than two hundred (200) Parking Stalls subject to this Agreement, except as provided in Section 1.E. above and Section 26 below.
3. Term. The term of this Agreement (the “**Term**”) shall commence on the date Hotel Owner commences operation of the Hotel, as evidenced by Hotel Owner opening the hotel for business accepting transient guests, and continue for an initial term of forty (40) years, with the potential for two (2), ten (10) year extensions by mutual agreement, unless otherwise terminated as provided herein. Notwithstanding the foregoing, Hotel Owner may terminate this Agreement upon ninety (90) days’ prior written notice to the City if the parking revenue generated by the Hotel in any twelve-month period is less than the total Monthly Rent (as defined in Section 5.B below) paid by the Hotel Owner for such period.
4. Stall Location. All of the Parking Stalls to be provided are initially located in the WS Garage. No specific stalls shall be reserved or designated for Hotel Owner. City shall provide availability for the number of Parking Stalls leased by Hotel Owner as provided in this Agreement.
5. Rent.
  - A. The rental rate for each Parking Stall shall be at the then-current monthly rates at the WS Garage or Alternative City Facility where such Parking Stall is located as published by the City through the City Parking Division website (“**Monthly 24/7 Rental Rate**”). The Monthly 24/7 Rental Rate for each Parking Stall shall be subject to change and determined in the same manner as at all other City Parking Division operated parking garages.
  - B. The total monthly rent payable to the City by Hotel Owner shall be the sum of the Monthly 24/7 Rental Rate for each of the Parking Stalls provided on a 24/7 basis then being provided by the City to Hotel Owner (the “**Monthly Rent**”). By way of example, at the present Monthly 24/7 Rental Rate at the WS Garage of \$270.00 per month, the Monthly 24/7 Rental Rate for one hundred (100) Parking Stalls under this Agreement would be (\$270.00 x 100) for a total monthly rent of \$27,000.00. Monthly Rent for any Guaranteed After-Hours Stalls shall be based on the then Overnight Non-Resident rate, as it shall be adjusted by the City from time to time (the “**After-Hours Rate**”). Notwithstanding the foregoing, in no event will the Monthly 24/7 Rental Rate or After-Hours Rate paid by Hotel Owner exceed the lowest adopted public monthly 24/7 rental rate or Overnight Non-Resident rate, as the case may be, in the WS Garage or the Alternative City Facility or such lower rate that Hotel Owner would be eligible to receive based on the then-criteria for Hotel Owner to receive such lower rate, and the City agrees

to notify Hotel Owner if it grants to any other garage user a 24/7 monthly rental rate or overnight rental rate that is less than the Monthly 24/7 Rental Rate or the After-Hours Rate.

C. Hotel Owner shall make rent payments monthly, in advance, on or before the 1<sup>st</sup> day of each month. The rent shall be paid by credit card at the City's Parking Division Office, currently located in Room 109, Madison Municipal Building, or by check or similar instrument payable to the City Treasurer, and mailed to the City at P.O. Box 2986, Madison, Wisconsin 53701-2986, or hand delivered to the Parking Division Office. Each of the Monthly 24/7 Rental Rate and After-Hours Rate is a gross rate and includes all state and local taxes, and constitutes the sole amount due and owing by Hotel Owner to the City for use of the Parking Stalls.

6. Rate Increases. The City shall give Hotel Owner thirty (30) days prior written notice of any proposed increase in the Monthly 24/7 Rental Rate or the After-Hours Rate. Any monthly rate increases shall be universally applicable to all monthly passes in the WS Garage or Alternative City Facility. In no event shall the Monthly 24/7 Rental Rate or the After-Hours Rate increase to an amount that would be excess of the then-current daily rate for same multiplied by 30. The daily rate is defined as the total cost that would charged to park at the then-current hourly rates for a 30 day month, divided by 30.
7. Time of Use. Subject to the limited hours as specified above for Off-Peak Stalls, Parking Stalls shall be available for use twenty-four (24) hours a day, three hundred sixty-five (365) days per year (the "**Permit Hours**"); provided, however, that the WS Garage and any Alternative City Facility may be closed for (i) maintenance and repairs with no less than 15 days' notice to Hotel Owner or (ii) due to inclement conditions with written notice to Hotel Owner and the City and Hotel Owner agree to equitably adjust the Monthly Rent, in good faith, in response to such closures.
8. Motor Vehicles Only. The Parking Stalls shall be used for the parking of motor vehicles only.
9. Assignment and Transfer. Except as permitted herein, Hotel Owner shall not assign or transfer its rights under this Agreement without the prior written consent of the City, which consent the City may withhold in its sole discretion. Provided, however, Hotel Owner may assign or transfer its rights under this Agreement to a subsequent owner of the Hotel without the consent of the City, provided that the new Hotel Owner operates the property as a hotel and Hotel Owner agrees to give written notice of such transfer or assignment to the City. In addition, Hotel Owner may assign its rights under this Agreement without consent of the City to the lender/trustee in any financing of the Hotel, for collateral purposes, provided that Hotel Owner shall provide prior written notice to the City of any proposed assignments or transfers made in connection with such financing for collateral purposes.
10. Renewal. This Agreement may be renewed at the end of the initial forty (40) year term, under the same terms and conditions, for two (2) additional ten (10) year terms upon

mutual agreement of the City and Hotel Owner, unless either party terminates this Agreement as provided herein.

11. Termination.

- A. The City shall have the right, at its sole option, to terminate this Agreement and to invalidate or nullify any parking passes after providing Hotel Owner with thirty (30) days' written notice under the following conditions:
- (1) Hotel Owner fails to make a rental payment when due; or
  - (2) Hotel Owner commits a material breach of any other term or condition of this Agreement.
- B. Under any of the circumstances in Section 11.A above, the City's written notice to Hotel Owner shall specify the event giving rise to the City's right to terminate. The Termination shall not be effective if, within the thirty (30) day period after receipt of written notice of such circumstances, Hotel Owner cures the event or matter giving rise to the right to terminate.
- C. If City temporarily or permanently ceases operating the WS Garage or any Alternative City Facility in which Parking Stalls are located, City shall relocate the affected Parking Stalls in the WS Garage or Alternative City Facilities to any one or more of the WS Garage or the Alternative City Facility that can accommodate such Parking Stalls. At the end of a temporary cessation, any relocated Parking Stalls shall be returned back to their prior locations. If City permanently ceases to operate all parking garages owned by City in the Central Business District, City may terminate this Agreement and invalidate or nullify any parking passes after providing Hotel Owner with not less than one hundred twenty (120) days' written notice. Notwithstanding the foregoing, if City intends to sell any one or more parking garages owned by City in the Central Business District in which Parking Stalls are located the City shall provide Hotel Owner one hundred twenty (120) days' written notice of such sale and the intended future use of such parking garage (the "Future Use"). If the Future Use is to remain as a parking garage then Hotel Owner shall have the option to (i) relocate the affected Parking Stalls to the WS Garage or the Alternative City Facility that can accommodate such Parking Stalls or (ii) continue to use the affected Parking Stalls in the transferred garage pursuant to the terms of this Agreement and the buyer or successor owner shall take subject to the terms of this Agreement (as it relates to the applicable parking garage and the Parking Stalls located therein). If Hotel Owner elects to continue to use the affected Parking Stalls in the transferred garage, the number of Parking Stalls under this Agreement (as between City and Hotel Owner) shall be reduced by the number of such Parking Stalls that are allocated to the garage owned by the new owner. If such buyer or successor owner intends to permanently cease operating the acquired WS Garage or any Alternative City Facility in which Parking Stalls are located as a parking garage, then this Agreement shall terminate upon not less than one hundred twenty (120)

days' prior written notice as related to such garage, and City agrees to cooperate with Hotel Owner to relocate the affected Parking Stalls to City owned parking facilities as near as possible to the Hotel that can accommodate such Parking Stalls.

- D. The City shall have the option to temporarily relocate the Parking Stalls provided hereunder by providing the Hotel Owner with six (6) months written notice in advance of the date of relocation specifying that the WS Garage or the Additional City Facility will be undergoing substantial renovation or repair which would limit the use of such facility for parking. The notice requirement shall be waived in the event of unforeseen events outside the City's reasonable control resulting in the closure or substantial closure of the applicable facility to parking uses. In such circumstances, the City will provide equivalent parking at another City owned and/or managed parking facility reasonably acceptable to Hotel Owner. Monthly rates for the relocated parking will be at the approved monthly rates for such alternative facility.
  - E. This Agreement may terminate at any time upon the written agreement of both parties.
  - F. Failure or delay of the City to exercise any right or remedy herein provided shall not be deemed a waiver of any future rights or remedies which the City shall have and shall not be deemed a waiver of any subsequent default of any such terms, conditions and covenants to be performed by Hotel Owner.
  - G. The Hotel Owner shall have the right to terminate this Agreement on thirty (30) days prior written notice to the City, if the City breaches any material term, condition or obligation the City has under this Agreement. The City shall have thirty (30) days to cure such default before Hotel Owner can exercise its rights under this subsection G to terminate this Agreement.
12. Special Conditions. The City encourages Hotel Owner to formulate an internal Transportation Demand Management Plan in order to lower the demand for parking for single occupancy vehicles by its employees.
13. Non-Discrimination in Employment. In the performance of its obligations herein, Hotel Owner agrees not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, physical appearance, sexual orientation, gender identity, political beliefs or student status.
14. Subordination.
- A. This Agreement is subordinate to rights and privileges granted by the City to public and private utilities across, over or under the WS Garage and its adjacent sidewalks.
  - B. Hotel Owner shall subordinate its rights in this Agreement, without compensation, at the request of the City to provide easements and rights-of-way for all public and private utilities across, over or under the WS Garage, provided that neither such subordination

nor such easements shall interfere, except temporarily during construction or temporarily pursuant to rights which accrue to such easements or rights-of-way, with the use of the WS Garage by Hotel Owner under the terms of this Agreement.

15. Authorized Agents. The City's Parking Manager, or designee, is hereby designated as the official representative of the City for the enforcement of all provisions of this Agreement, with authority to administer this Agreement lawfully on behalf of the City. Steve E. Hicks or his designee, or any other individual identified by Hotel Owner in writing delivered to the City, is hereby designated as the official representative of the Hotel Owner for the purposes of this Agreement, with authority on Hotel Owner's behalf.
16. Indemnification. Except to the extent of the willful misconduct of the City or its employees, Hotel Owner shall be liable to and hereby agrees to indemnify, defend and hold harmless the City of Madison, its officers, officials, agents and employees against all loss or expense (including liability costs and attorneys' fees) by reason of any claim or suit, or of liability imposed by law upon the City or its officers, officials, agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising out of, in connection with, caused by or resulting from, in whole or in part, the acts or omissions in the use of the WS Garage or improvements located thereon and thereunder by Hotel Owner, or the Hotel Owner's officials, officers, agents, employees, consultants, tenants, tenants' employees or sublessees. The terms of this section shall survive the termination of this Agreement.
17. Insurance.
  - A. Hotel Owner shall carry commercial general liability insurance covering Hotel Owner as an insured and naming the City as an additional insured, with a minimum of \$1,000,000 per occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the City thirty (30) days' advance written notice of cancellation or non-renewal of the policy during the term of this Agreement. As evidence of this coverage, Hotel Owner shall furnish the City with a certificate of insurance on the most recent ACORD form, and, if requested by the City Risk Manager, Hotel Owner shall also provide a copy of the additional insured endorsement. If the coverage required above expires while this Agreement is in effect, Hotel Owner shall provide a renewal certificate to the City for approval.
  - B. Hotel Owner shall carry garage/automobile liability insurance covering owned, non-owned and hired automobiles with limits of not less than \$1,000,000 combined single limit per accident.
  - C. Hotel Owner shall carry statutory workers' compensation insurance as required by the State of Wisconsin.

- D. Hotel Owner shall carry umbrella liability coverage at least as broad as the underlying commercial general liability and garage/automobile liability with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate.
- E. City shall keep the WS Garage and the Alternative City Facility insured against “all risk” of loss for full replacement cost coverage to include direct loss by fire, windstorm, hail, explosion, riot, civil commotion, aircraft, vehicles, smoke, boiler and machinery, and flood. The City agrees to provide evidence of such insurance to Owner promptly after execution of this Agreement and following each renewal of the policy. If City elects not to rebuild or repair the WS Garage or the Alternative City Facility following a casualty, Hotel Owner may elect to terminate this Agreement by giving written notice to City.
- F. Anything in this Agreement to the contrary notwithstanding, City and Hotel Owner each hereby waive any and all rights of recovery, claim, action or cause of action, against the other, its agents, partners, shareholders, officers, or employees, for any loss or damage that may occur to the WS Garage or any of the Alternative City Facilities or to the personal property of the other by reason of fire, the elements, or any other cause which could be insured against under the terms of standard fire and extended coverage insurance policies (whether or not actually insured) regardless of cause or origin, including negligence of the other party hereto, its agents, officers, partners, shareholders, servants, or employees, and covenants that to the extent of such waiver no insurer shall hold any right of subrogation against the other party hereto.

18. Compliance. In its use of the WS Garage, Hotel Owner shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of the City, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the WS Garage. In addition, Hotel Owner shall abide by, and shall ensure compliance by its employees with all applicable City of Madison Parking Division rules, including but not limited to, its Card Access System Conditions and Monthly Parking Permit Conditions. Hotel Owner may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. Hotel Owner agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the City harmless with respect to any sustainable actions taken by any governmental authority with respect thereto.

19. Estoppel Certificate. City shall, within fifteen (15) days of the written request of Hotel Owner deliver a commercially reasonable estoppel certificate consisting of commercially reasonable statements which statements shall include, but not be limited to, the following: this Agreement is in full force and effect, Hotel Owner is not in default under this Agreement, and such other statements as Hotel Owner may reasonably require and City may reasonably approve. If City is unable to make any of the statements contained in the



estoppel certificate because the same is untrue, City shall state the specific reason why such statement is untrue.

20. Maintenance and Security. During the term of this Agreement, City, at its sole cost and expense, shall maintain, or cause to be maintained, in good operating condition, the WS Garage and the Alternative City Facility as determined in City's reasonable judgment, and the City shall, at its cost, provide security as determined in the City's reasonable judgment.
21. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. Digital or signatures transmitted by PDF or electronic format on this Agreement shall be deemed the same as originals. The parties shall promptly deliver original executed counterparts to each other upon request.
22. Compliance with Laws. City shall comply with all laws, statutes, ordinances, court rulings, regulations, public or private restrictions, and requirements now or hereafter adopted by any governmental or other authority or similar body, affecting the WS Garage and/or the Alternative City Facility or this Agreement upon written notice of any violation thereof.
23. Limited Liability. The officers, directors, trustees, agents and employees of Hotel Owner shall have no personal liability hereunder. No owner, shareholder, director, member or partner of Hotel Owner shall have any liability to the City under this Agreement or obligation to contribute funds to Hotel Owner to enable Hotel Owner to pay and perform its obligations hereunder. City's sole recourse for a breach by Hotel Owner under the terms of this Agreement shall be limited to the assets owned by Hotel Owner, and the revenues generated from Hotel Owner's operation of the Hotel.
24. Conditions to Effectiveness. The effectiveness of this Agreement shall be subject to the receipt by the City of an opinion of counsel to the City to the effect that that the terms, conditions or existence of this Agreement would not, as a matter of law, have the effect of rendering the interest on the City's Parking System Revenue Bonds or general obligation borrowing no longer tax exempt for federal income tax purposes.
25. Notices. All notices required under this Agreement shall be written, and hand delivered or sent by certified mail, return receipt, requested, to:

The City: City of Madison Parking Division  
Parking Manager  
P.O. Box 2986  
Madison, WI 53701-2986

Hotel Owner: [MDI Judge Doyle Square Hotel, LLC]  
c/o Mortenson Development, Inc.  
700 Meadow Lane North  
Minneapolis, Minnesota 55422

Attention: Nate Gundrum

with copy to:

Mortenson Development, Inc.  
700 Meadow Lane North  
Minneapolis, Minnesota 55422  
Attention: Stacey Braybrook

The parties may, by written notice to each other, designate any additional address or addresses to which notices shall be sent to them when required by this Agreement.

26. Cessation of Hotel Operations. If at any time during the Term, Hotel Owner ceases to operate the hotel, Hotel Owner may terminate this Agreement or temporarily suspend its use of the Parking Stalls. In such event, Hotel Owner shall give the City written notice of such election, which notice shall specify whether Hotel Owner is electing to permanently terminate this Agreement or temporarily suspend Hotel Owner's use of the Parking Stalls. If Hotel Owner elects to temporarily suspend Hotel Owner's use of the Parking Stalls, such notice shall also specify Hotel Owner's estimate of the period of suspension. Hotel Owner shall not be required to pay any Monthly Rent during any period that Hotel Owner has suspended its use of the Parking Stalls. If at any time during the Term, Hotel Owner ceases to operate the hotel for a period of six (6) months or greater with no intent to reopen the hotel, City may terminate this Agreement. In such event, City shall give the Hotel Owner written notice of such election, which shall be effective thirty (30) days after given to Hotel Owner unless the Hotel reopens during such 30-day period.
27. Memorandum. Hotel Owner, at its sole cost and expense, may cause a memorandum of this Agreement to be recorded in the applicable land records and the City agrees to execute and deliver such memorandum in a form reasonably acceptable to the City and Hotel Owner.

*[continued on next page]*

IN WITNESS THEREOF, the Hotel Owner and the City have caused this Agreement to be executed and delivered as of the date first written above.

**HOTEL OWNER:**

**MDI JUDGE DOYLE SQUARE HOTEL,  
LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**CITY OF MADISON**

\_\_\_\_\_  
By: Satya Rhodes-Conway, Mayor

\_\_\_\_\_  
By: Maribeth Witzel-Behl, City Clerk

**APPROVED:**

\_\_\_\_\_  
David Schmiedicke, Finance Director

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael R. Haas, City Attorney