

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

April 21, 2010

LEASE NO.

GS-05B-17818

THIS LEASE, made and entered into this date by and between

Foundations Bank

whose address is N35 W23877 Highfield Court Suite 100
 Pewaukee, WI 53702


and whose interest in the property hereinafter described is that of OWNER

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:
 - A. A total of approximately 12,835 rentable square feet (RSF), consisting of 11,460 ANSI/BOMA Office Area square feet (USF) of space located on a portion of the first floor and the entire second floor at 9809 S. Franklin Drive, Franklin, WI 53132-8885 as indicated on the attached Floor Plan, to be used for such purposes as determined by the General Services Administration.
 - B. 50 reserved parking spaces located at 9809 S. Franklin Drive are included in the rent.
 - C. In accordance with the SFO paragraph entitled Common Area Factor, the common area factor is established as 1.11998.
 - D. In accordance with the SFO paragraph entitled Percentage of Occupancy, the percentage of Government occupancy is established as 39.8863%.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for a term of ten (10) years, five (5) years firm, beginning upon the substantial completion of the space, and acceptance by the Government as satisfactorily complete which is estimated to be December 20, 2010. The commencement date of this lease, along with any applicable termination and renewal rights, shall more specifically be set forth in a Supplemental Lease Agreement upon substantial completion and acceptance of the space by the Government.

3. The Government shall pay the Lessor annual rent of \$321,902.00 at the rate of \$26,825.17 per month or \$25.08 per r.s.f. in arrears for Years 1-5. In years 6-10: \$224,637.50 at the rate of \$18,719.79 per month or \$17.50 per r.s.f. Accumulated operating cost adjustments will be included in the stated per annum rates at the time they become effective. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:


4. The Government may terminate this lease in whole or in part at any time after the firm term by giving at least 120 days' notice in writing to the Lessor, per Amendment Number 1 to SFO GS-05B-17818. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

5. ~~This lease may be renewed at the option of the Government, for the following terms and at the following rentals:~~

~~provided notice be given in writing to the Lessor at least _____ days before the end of the original lease term or any renewal term; all other terms and conditions of this lease shall remain the same during any renewal term. Said notice shall be computed commencing with the day after the date of mailing.~~

6. The Lessor shall furnish to the Government, as part to the rental consideration, the following:

All services, utilities, and maintenance of the building and parking lot. Also, as part of the rental consideration, the Lessor shall meet all responsibilities and obligations as defined in this lease.

7. The following are attached and made a part hereof:

- A. Attachment to Standard Form 2 consisting of 2 pages,
- B. Solicitation for Offers GS-05B-17818 dated 3/16/09, consisting of 48 pages;
- C. GSA Form 3517B entitled GENERAL CLAUSES (Rev. 11/05), consisting 33 pages;
- D. GSA Form 3518A entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 01/07), consisting of 8 pages;
- E. Floor plans showing portion of the 1st floor and entirety of 2nd floor of leased space, consisting of 1 page;
- F. Form B, Document Security Form, consisting of 2 pages

8. The following changes were made in this lease prior to its execution:
PARAGRAPH 5 ABOVE WAS DELETED.

9. Per Amendment Number 1 to SFO GS-05B-17818, GSA Form 3517B, General Clauses have been amended as follows:

Section 15; General Clause 552.270-10 Failure in Performance is hereby amended by adding the following sentence at the end of the clause: Notwithstanding anything to the contrary contained in this lease: (a) Government may exercise its rights under this Clause only after reasonable notice and an opportunity to cure is given to Lessor: and (b) interruptions outside of Lessor's control, such as interruption in utilities, are not defaults hereunder.

Section 16; General Clause 552.270-22 Default by Lessee During Term is hereby amended by adding the following sentence at the end of (a): Provided that if such failure cannot with due diligence be cured within said 30-day period, then said 30-day period shall be extended so long as lessor has commenced to cure and is diligently pursuing the completion of such cure.

Sections 19, 32 and 33; General Clause 552.270-12 Alterations, General Clause 552.270-13 Proposals for adjustment and General Clause 552.270-14 Changes are hereby amended by adding the following at the end of each Clause: If any such alteration, fixtures, additions, structures or signs would in any way affect any of the building systems or equipment or the structure of, or infrastructure serving, the building, or impair the value of the building or change the exterior appearance of the building or the land on which the building is sited, then Lessor's prior written consent shall be required, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

		NAME OF SIGNER <i>Gregory P. Kolton, President + CEO</i>
	ADDRESS <i>N35W23877 Highfield COURT, SUITE 100 PEWAUKEE, WI 53072</i>	
		NAME OF SIGNER <i>John Hazod, SUP+CEO</i>
	UNITED STATES OF AMERICA	
		NAME OF SIGNER <i>Christine Becker</i>
		OFFICIAL TITLE OF SIGNER CONTRACTING OFFICER
	SIGNATURE	

10. The award date of this lease is the date this contract was formed as a result of the Government's acceptance of the Lessor's final proposal revision dated November 9, 2009, submitted by the Lessor under Solicitation for Offers GS-05B-17818. This lease reflects the terms and conditions of the accepted final proposal revision.
11. In accordance with the lease paragraph entitled, Tenant Improvement Rental Adjustment, the Lessor agrees to provide up to \$501,604.20 (\$43.77 per u.s.f. x 11,460 u.s.f.) toward the cost of Tenant Improvements. The costs of the Tenant Improvements are amortized at 6% over 60 months which equates to \$9.07 per r.s.f. The amortized cost of these improvements is included in the stated rent in Paragraph 3 above. In the event that the tenant improvement cost is less than the amount provided above, Lessor agrees to refund such difference in the form of a reduction to base rent using a discount rate of 6%. The refund shall be a credit to base rent equally amortized for Years 1 through 5 of the term.
- Fees applicable to Tenant Improvements shall not exceed:
- General Conditions three (3) percent of project cost
 - General Contractor five (5) percent of project cost
 - Architectural/Engineering \$0.15 per usable square foot
 - Lessor Project Management Fees three (3) percent of project cost
12. In accordance with the lease paragraph entitled, Operating Costs Base, the base is established as \$64,200.00 per annum based on the Government's occupied space 12,835 RSF on the first and second floors. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease.
13. In accordance with the lease paragraph entitled, Adjustment for Vacant Premises, the adjustment is established as \$0 per USF for vacant space.
14. In accordance with the lease paragraph entitled, Overtime Usage, the rate for overtime usage is established as \$60 per hour.
15. The total net usable square foot area referred to in Paragraph 1 of this lease is subject to adjustment but may not exceed the maximum limitation, nor the minimum usable square foot requirement defined in the Solicitation for Offers. Should there be any adjustment in the square footage delivered, which will be determined through mutual field measurement, the per annum rental referred to above shall be adjusted on the basis of \$28.09 per usable square foot per annum. If necessary, the lease shall be amended by supplemental lease agreement after the actual field measurement to establish the square footage and rental in compliance with the terms of the lease. Should the leased space not offer the minimum usable square footage required, this lease may be declared null and void by the Government, with no further obligation on the part of either party.
16. 9809 S. Franklin Drive, Franklin, Wisconsin is owned by Foundations Bank, Pewaukee, WI 53072 with Michael Judson, President of Judson & Associates having signatory authority.
17. Information regarding Electronic Funds Transfer Payment Methods is provided in Paragraph 24, 552.232 -76, General Clauses, Form 3517B. Per the Debt Collection Improvement Act, effective July 27, 1996, Electronic Funds Transfer (EFT) shall be required on all existing and new lease contracts after January 1, 1998. An enrollment form is attached to be completed and returned with this contract.
18. The Lessor is a small business, not a woman-owned business or a veteran-owned business concern. The Tax Identification Number is [REDACTED] Its DUNS number is 60-335-6101.
18. The Lessor shall complete the Central Contractor Registration (CCR) as referenced in Paragraph 11 of the Representations and Certifications, Form 3518, as a requirement for payment of rent by the Government.
19. All terms and conditions of this lease as expressly contained herein represent the total obligations of the Lessor and the Government. Any agreements, written or oral between the Lessor and the Government prior to the execution of this lease are not applicable or binding. This agreement may be amended only by written instrument executed by the Lessor and Government.

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20. The Lessor shall not construct, change, alter, remove or add to the leased premises without prior notification and approval from the General Services Administration (GSA). All questions pertaining to this lease should be referred to the Contracting Officer of the General Services Administration or his/her designee. The Government occupant is not authorized to administer this lease. The General Services Administration assumes no responsibility for any cost incurred by the Lessor except as provided by the terms of the lease or authorized in writing by the GSA Contracting Officer
21. The Contracting Officer represents the General Services Administration as an agent with authority to enter into this lease on behalf of the Government and executes this document in his/her official capacity only not as an individual.
22. Lessor shall perform alterations to the space according to approved layout drawings. The Lessor will complete alterations within 60 working days after receiving the Notice to Proceed from the Government. (Please refer to Form B, document Security Form, for procedures that must be followed in reference to Government drawings). Occupancy may occur earlier if the space is completed, the Lessor has an occupancy permit, and the Government has inspected and accepted the space and it is free of safety hazards.
23. In accordance with Paragraph 3.5F, the Real Estate Parcel No. is 900-0002-004. Also in accordance with Paragraph 3.5F, the Government's percentage of occupancy is 39.8863% based upon occupancy of 12,835 rentable square feet in a building of 32,179.

SCHEDULE OF RENT COMPONENTS

Annual Rent applies to Years	Total Shell Rent	Total Operating Costs	Total TI*	Total Structured Parking	Total Annual Rent
1 to 5	\$11.01/RSF	\$5.00/RSF	\$9.07/RSF	N/A	\$25.08/RSF
6 to 10	\$12.50/RSF	\$5.00/RSF	N/A	N/A	\$17.50/RSF

* The Tenant Improvements Allowance is amortized at a rate of 6.0% per annum for 5 years.

24. The Lessor and Government Broker Representative have agreed to a cooperating lease commission of [REDACTED] of the aggregate lease value for the initial term of the lease, or [REDACTED]. The Lessor shall pay the Broker no additional commissions associated with this lease transaction. In accordance with the "Broker Commission and Commission Credit" paragraph, the Broker has agreed to forego [REDACTED] of the commission that it is entitled to receive in connection with this lease transaction ("Commission Credit"). The Commission Credit is [REDACTED]. The Commission paid to the Broker is [REDACTED]. The Lessor agrees to pay the Commission less the Commission Credit to the Broker in accordance with the "Broker Commission and Commission Credit" paragraph in the SFO attached to and forming a part of this Lease.

Notwithstanding Paragraph 3 of this Standard Form 2, the shell rental payments due and owing under this Lease shall be reduced to fully recapture this Commission Credit. The reduction in shell rent shall commence with the first month of the rental payments and will continue until the commission credit has been accounted for.

The monthly rent adjusted for the commission credit is as follows:

Rent Period	Scheduled Total Monthly Rent	Scheduled Monthly Shell Rent	Commission Credit	Commission Credit Remaining	Adjusted Monthly Rent Payment
Month 1	\$26,825.17	\$11,777.75	[REDACTED]	[REDACTED]	[REDACTED]
Month 2	\$26,825.17	\$11,777.75	[REDACTED]	[REDACTED]	[REDACTED]
Months 3-60	\$26,825.17	\$11,777.75	[REDACTED]	[REDACTED]	[REDACTED]

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