

**Exhibit K to Eleventh Amendment**  
**PARKING LEASE**

**THIS PARKING LEASE** (the “Lease”) is entered into on the 1st day of June, 2016 (the “Effective Date”), by and between **Weber Holdings, LLC**, a Wisconsin limited liability company with offices located at 328 Front Street South, La Crosse, Wisconsin, 54601 (“**Weber**”) [*or Third Fourth Place, LLC depending on the timing*] and **Associated Bank, N.A.**, a national banking association with offices located at 330 E. Kilbourn Avenue, Tower Two, Third Floor, Milwaukee, Wisconsin, 53202 (“**Associated**”). Weber and Associated are each individually a “Party” and are sometimes collectively referred to herein as the “Parties.”

**RECITALS:**

**WHEREAS**, Weber is the fee owner of that certain condominium unit known as “Commercial Unit 1- Bank Unit” (sometimes herein called the “Bank Unit”) in the Third Fourth Place Condominium, (the “Condominium”) as provided in the Declaration of Condominium of Third Fourth Place Condominium, recorded on June 1, 2016 in Office of the Register of Deeds of La Crosse County, Wisconsin (the “Declaration”), as document number \_\_\_\_\_;

**WHEREAS**, Weber is today selling the Bank Unit to Associated;

**WHEREAS**, the Real Estate Purchase Agreement between the Parties required Weber to enter into a Parking Lease, to provide Associated with up to forty (40) parking spaces, and vehicular and pedestrian access thereto over the Parking Lot (the “Parking Spaces”), for the use of Associated and its employees, guests, and invitees;

**WHEREAS**, to carry out this agreement, Weber is providing to Associated the Parking Spaces located on the parking lot as defined on Exhibit A (the “Parking Lot”); and

**WHEREAS**, the Parties desire to enter into this Lease in order to set forth the terms and conditions of the Parties’ agreement as to Associated’s use of the Parking Spaces.

**NOW, THEREFORE**, In consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**AGREEMENT**

1. **Recitals.** The introductory provisions first set forth above are incorporated herein as if set forth at length.

2. **Associated Parking Spaces.** Weber does hereby grant and lease to Associated, and Associated does hereby accept and lease from Weber, the exclusive right to use the Parking Spaces, subject to the terms and conditions set forth in this Lease.

3. **Term.** The original term of this Lease shall be five (5) years and shall commence on the Effective Date (the “Term”), and shall automatically renew for three (3) successive terms of five (5) years each (with each extension term beginning immediately after the end of the

original term or extended term, as the case may be), unless Associated gives Weber (or the then-owner of the Parking Structure) written notice of the election to terminate the Lease at the end of the current term, at least sixty (60) days prior to the expiration of the original or then-current extended term, as the case may be.

4. Rent. Rent for the Parking Spaces shall be paid in advance on a monthly basis in the amount per month equal to the then-established City of La Crosse parking utility rates for the type of parking provided (i.e., surface or in a structure) (the "Rent"). Rent shall be prorated for any partial month at the beginning or end of the Term. Monthly rent shall be adjusted as the City of La Crosse rate for such similar parking is adjusted. Weber shall provide Associated with notices of the changes in the Rent as the City of La Crosse adjusts its rates. Weber agrees that, as long as it controls the Parking Spaces, it may only change the Rent one time per calendar year, and each change will be effective on January 1<sup>st</sup> of the following year. After Weber sells the Parking Spaces to the City as intended in paragraph 17, below, the timing of increases will depend on the City Parking Utility, but shall not single out Associated for different payments.

5. Parking Rights of Associated. This Lease shall entitle Associated to access the Parking Spaces on an exclusive and reserved basis, and the Parking Space shall be painted or marked "Reserved for Associated Bank." Access to the Parking Spaces may be controlled by electronic or other controlled-access cards or other device issued by Weber. Weber shall be permitted to charge a commercially reasonable fee for the issuance of, and replacement of any lost cards or devices. The Parking Spaces may only be used by Associated for parking of automobiles and light duty trucks, and shall be subject to rules and regulations established by Weber on a nondiscriminatory basis with other tenants and users of the Parking Lot. Associated shall be responsible for policing the distribution and collection of the access devices or cards, to only authorized Associated Users.

6. Maintenance of the Parking Spaces. Except in cases necessitated by the intentional, reckless, or negligent acts or omissions of Associated (which shall be repaired by Weber at Associated's cost), all repairs, maintenance or improvements, including normal wear and tear, to the Parking Spaces shall be the obligation of Weber. Weber shall make all necessary repairs, maintenance and improvements to the Parking Spaces in a commercially reasonable time so that the same are accessible to Associated in accordance with the terms and conditions of this Lease.

7. Insurance and Indemnification.

a. Associated shall maintain, throughout the Term of this Lease, the following insurance coverages: a policy of commercial general liability insurance naming Weber and its mortgagees as additional insureds, to insure against the risks of bodily injury and property damage, personal injury and contractual liability arising out of or related to use of the Parking Spaces pursuant to this Lease, with a combined single limit in an amount not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) annual aggregate. The policy shall contain cross-liability endorsements and shall insure performance by Associated of its indemnity obligations under this Lease (provided, however, that such coverage shall not limit or be deemed to satisfy each party's indemnity obligations under this Lease); shall be primary, not contributing with,

and not in excess of coverage which Weber may carry, and shall afford after the expiration or termination of this Lease (by separate policy or extension if necessary) coverage for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease. Associated shall be solely responsible for carrying personal property insurance sufficient to cover loss or damage to their personal property. The insurance policies required by this paragraph shall be written by companies duly qualified or admitted to do business in the State of Wisconsin, with a general policyholder's rating of at least "A-" and a financial size ranking of at least Class "VIII", as rated in the latest edition of Best's Insurance Guide, and shall be satisfactory in all respects to Weber and the holder of any mortgage encumbering the Parking Spaces. Associated shall deliver a certificate of insurance to Weber evidencing the insurance required on or before the date Associated first enters upon the Parking Spaces pursuant to this Lease and periodically upon renewal. The insurance policies required by this paragraph shall not be cancelable or subject to reduction of coverage or modification except after thirty (30) days' prior written notice to Weber. At least thirty (30) days prior to the expiration of any policies required by this paragraph, Associated shall furnish Weber with renewals or "binders" thereof. Weber may from time to time require that the policy limits of the insurance required under this paragraph be increased to reflect the effects of inflation and changes in normal commercial insurance practices in La Crosse County, Wisconsin, and Associated shall be required thereafter to increase its insurance so long it has a reasonable objection to the increase. If Associated fails to comply with the requirements of this section, Weber may obtain such insurance and maintain it in effect, and Associated shall pay Weber the premium cost and any other costs or expenses incurred in obtaining the required insurance upon receipt of an invoice.

b. Associated, as a material part of the consideration to Weber, hereby assumes all risk of damage to property (including without limitation any damage to business, any loss of income or other consequential damages, or damage to the inventory, fixtures, furnishings, improvements or other property of Associated) or injury to person (including without limitation any injury to any other person), in, upon or about the Parking Spaces or Parking Lot, arising from any cause whatsoever (by way of example and not in limitation, regardless of whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, breakage, leakage, obstruction or other defects of pipes, sprinkler, wires, appliances, plumbing, air conditioning or lighting fixtures, whether resulting from conditions arising from other sources or places, or from the act or neglect of Weber or any other party, occupant, visitor or user of the Parking Spaces or Parking Lot, and whether the cause of such damage or injury or the means of repairing the same is inaccessible), and Associated hereby agrees that Weber shall not be liable for any such damage or injury and waives all claims in respect thereof against Weber; provided, however, that nothing in the foregoing shall excuse Weber from liability for Weber's or its agents' or employees' negligent or intentional acts.

c. Nothing in this Lease shall be construed so as to authorize or permit any insurer of Weber or Associated to be subrogated to any right of Weber or Associated against the other party arising under this Lease, and Weber and Associated each hereby release the other to the extent of any perils insured against by either of the parties or under the

insurance required by this Lease (whether such insurance has actually been secured), and to the extent of their respective insurance coverage for any loss or damage caused by any fault or negligence of either party or persons for whose acts or negligence the other party is responsible. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

d. Each party (an "Indemnifying Party") shall indemnify, defend and hold the other party and its agents, members, shareholders, partners, employees, successors and assigns harmless from and against all claims, demands, liabilities, damages, costs and expenses including, but not limited to, reasonable attorneys' fees, arising from or related to: (a) the Indemnifying Party's use and access of the other party's property; (b) the Indemnifying Party's negligence or intentional acts; or (c) an Event of Default (as defined in the following section) by the Indemnifying Party. The provisions of this paragraph shall survive the expiration or earlier termination of this Lease.

8. The following events shall be deemed to be an "Event of Default": (a) Associated's failure to pay Rent or any other amount due under this Lease continuing for more than five (5) days after written notice from the other party specifying the amount past due; or (b) Either party's failure to comply with any other provisions of this Lease continuing for more than thirty (30) days after receipt of written notice from the other party specifying the failure.

9. In an Event of Default, the non-defaulting party may elect to terminate this Lease by notice to the defaulting party. The parties shall also be entitled to exercise any other right or remedy available at law, or in equity, as a result of the Event of Default. All remedies shall be cumulative, and the exercise of any one remedy shall not preclude the exercise of any other remedy.

10. This Lease and Associated's interests hereunder are and shall be subordinate to the lien of any mortgage or other security instrument now or hereafter placed upon the Parking Spaces Parking Lot, and to all advances made or to be made thereunder, to the interest thereon, and all renewals, replacements, consolidations or refinancing and extensions thereof so long as any applicable secured lender or lien holder complies with the terms of this section. If either party conveys all of its rights and duties in and to this Lease and/or to the party's property, or if an interest of a party in this Lease is foreclosed judicially or nonjudicially upon the request of the party's lawful successor, the other party shall attorn to such successor, provided that such successor accepts the property at issue subject to the terms, conditions and covenants of this Lease and further provided that such successor to Weber shall recognize Associated's parking rights pursuant to the terms of this Lease as long as no Event of Default has occurred. Each party agrees to execute and deliver, within thirty (30) days after receipt of a written request, a written statement certifying the intent of this section. Subject to the foregoing non-disturbance requirements, the parties agree: (a) If a mortgagee requires that its mortgage have priority over this Lease, Associated shall, upon request of the mortgagee, execute, acknowledge, and deliver to the mortgagee an agreement acknowledging such priority; and (b) Weber shall make all payments required to be made under the terms of any encumbrance that is now or hereafter becomes a lien on the party's Property that is superior to this Lease.

11. Within ten (10) days after receiving a written request, the parties shall execute, acknowledge and deliver to the other or to such person designated by either party, a statement in writing (a) certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, (b) acknowledging that there are not, to the party's knowledge, any uncured Events of Default under this Lease, nor any offsets, counterclaims or defenses to this Lease (or specifying such defaults if any are claimed), and (c) certifying as to any other matters as may be reasonably requested. Any such statement by one party may be conclusively relied upon by the other party and any prospective purchaser or mortgage or lien holder of a Property or this Lease.

12. This Lease shall be construed and enforced in accordance with the internal laws of the State of Wisconsin, without regard to principles of conflicts of laws. This Lease may only be assigned by Associated to a successor owner of the Bank Unit, and then only with the written consent of Weber, which consent shall not be unreasonably withheld. This Lease shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. This Lease sets forth the entire understanding of the parties regarding Associated's use of the Parking Spaces, and may not be changed except by a written document executed and acknowledged by all parties to this Lease. If any term or condition of this Lease or the application of this Lease to any person or circumstances shall be deemed invalid or unenforceable, the remainder of this Lease or the application of the term or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

13. No delay or omission by any part in exercising any right or power arising out of any default under any of the terms or conditions of this Lease shall be construed to be a waiver of the right or power. A waiver by a party of any of the obligations of the other party shall not be construed to be a waiver of any breach of any other terms or conditions of this Lease. Enforcement of this Lease may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Lease, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Lease, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees, from the nonprevailing party.

14. All notices to Associated shall be given to Associated Bank at 433 Main Street, Green Bay, WI 54301, Attn: \_\_\_\_\_; notices to Weber shall be to Weber at 328 Front Street South, La Crosse, WI 54601.

15. If the Parking Lot is not owned by Weber on the Effective Date, but by an affiliate of Weber, Weber shall have the right to assign this Lease to the owner of the Parking Lot, and if that owner assumes all obligations of Weber hereunder, then Weber shall be released from further obligations thereunder.

16. Notwithstanding anything contained herein to the contrary, Associated understands that the location of the Parking Spaces may initially be in a surface lot, but that Weber, or an affiliate of Weber, or the City of La Crosse, may choose to build a structured parking garage (a "Parking Structure") to include the Parking Spaces, and that, in order for the

structure to be built, Associated will not be able to park in the Parking Spaces on the Parking Lot during the period of construction. Associated understands that the construction period may be as long as twelve (12) months and that Weber will have no obligation to provide Associated with the 40 Parking Spaces during the construction period. In this instance, Weber will provide Associated with not less than 90 days' notice prior to the date on which Associated would no longer have access to the Parking Lot due to such construction (the "Temporary Termination Date"), and Associated will find temporary parking, at its own expense, from the Temporary Termination Date until the date Weber, the City, or the County, as applicable, provides Associated notice that the Parking Spaces are again ready for Associated's use, in the new structure ("Parking Resumption Date"), and Associated shall have no obligation to pay Weber for any costs under the Lease incurred after the Temporary Termination Date and before the Parking Resumption Date. In the event the Parking Resumption Date does not occur within twelve (12) months of the Temporary Termination Date, then it shall be Weber's responsibility to locate and secure temporary parking for Associated from twelve months after the Temporary Termination Date, until the Parking Resumption Date, but Associated shall be responsible for paying the parking fees charged for such temporary spaces.

17. Once the Parking Structure has been built on the Parking Lot, this Lease shall continue in full force and effect, and the 40 Parking Spaces shall be designated "Reserved" in accordance with Section 5 above. If Weber sells the Parking Lot, whether to the City or the County of La Crosse, or any other party, Weber shall assign, and the purchaser shall assume, this Lease in its entirety, unless Associated, Weber and the purchaser agree to different terms. However, in the event that the City or County requires as a condition to purchasing the Parking Lot, that Associated sign a separate City or County lease or rental agreement, Associated agrees to negotiate such lease or rental agreement in good faith, and that once agreed to and fully executed, this Lease will be terminated and of no further force or effect.

18. It is understood that, depending on the timing of construction of the Parking Structure, Weber may have some parking on Lot C and some on the Collins Property, or either of them, (as they are defined on Exhibit A) and the construction of the Parking Structure on the Collins Property shall be considered the construction subject to the Temporary Termination Date and Parking Resumption Date.

19. If Weber assigns this Lease to the City of La Crosse and the City of La Crosse assumes this Lease, then the Lease shall be immediately amended as follows without any further execution or acknowledgement of Associated, Weber or the City of La Crosse, more specifically:

- a. Section 7(d) shall be amended to include the following language:

"Nothing in this Lease is intended or shall be construed to be a waiver or estoppel of the City or its insurer (or otherwise affect or alter their ability) to rely upon the limitations, defenses and immunities contained within Wis. Stat. §§ 345.05 and 893.80 or other applicable law. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established by applicable Wisconsin or federal law. The Indemnifying Party's

obligations under this Lease are further conditioned upon the following: (i) the Indemnified Party shall promptly notify the Indemnifying Party in writing of any such claims, demands, liabilities, damages, costs and expenses within five days of discovery; (ii) the Indemnifying Party shall have sole control of, and the Indemnified Party shall reasonably cooperate in all respects, in the defense of the claims, demands, liabilities, damages, costs and expenses and all related settlement negotiations; and (iii) the Indemnified Party shall not make any admission or disclosure or otherwise take any action prejudicial to the Indemnifying Party except as required by law.”

b. Section 13 shall be amended to delete the following sentence:

“If a suit is brought to enforce this Lease, the prevailing party shall be entitled to recover its costs, including reasonable attorneys’ fees, from the nonprevailing party.”

20. Notwithstanding the above, Associated shall have the right, at the end of each term, to reduce by 10 spaces, the number of spaces covered by this Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

<p>WEBER HOLDINGS, LLC</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>	<p>ASSOCIATED BANK, N.A.</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p>
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Exhibit A to Parking Lease

Location of Parking Lot

The "Parking Lot" shall be either a surface lot or a Parking Structure , located on one of the following parcels of real property:

A. The Collins Property, on which Weber Holdings, LLC or an affiliate, has an accepted Offer to Purchase:

Lots 6,7,8, 9, and 10 in Block 17 of the original Plat of the Town of La Crosse, now in the City of La Crosse, La Crosse County, Wisconsin.

Having an address of 325 N. Third Street, 311 N. Third Street, and 222 Pine Street, and more particularly shown on Exhibit B.

B. Lot C, currently owned by Weber Holdings, LLC, and already described in the Agreement as the Block.

Exhibit B

Depiction of Collins Property 



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