

Section 1: 10-Q (FORM 10-Q)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

Quarterly Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

For the quarterly period ended June 30, 2019

OR

Transition report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Commission file number 001-34095

FIRST BUSINESS FINANCIAL SERVICES, INC.

(Exact name of registrant as specified in its charter)

Wisconsin

39-1576570

(State or other jurisdiction of incorporation or organization)

(I.R.S. Employer Identification No.)

401 Charmany Drive, Madison, WI

53719

(Address of Principal Executive Offices)

(Zip Code)

(608) 238-8008

Registrant's telephone number, including area code

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.01 par value	FBIZ	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

The number of shares outstanding of the registrant's sole class of common stock, par value \$0.01 per share, on July 25, 2019 was 8,635,765 shares.

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PART I. Financial Information

Item 1. Financial Statements

**First Business Financial Services, Inc.
Consolidated Balance Sheets**

	June 30, 2019	December 31, 2018
	(Unaudited)	
	(In Thousands, Except Share Data)	
Assets		
Cash and due from banks	\$ 21,744	\$ 23,319
Short-term investments	24,131	63,227
Cash and cash equivalents	45,875	86,546
Securities available-for-sale, at fair value	158,933	138,358
Securities held-to-maturity, at amortized cost	34,519	37,731
Loans held for sale	4,786	5,287
Loans and leases receivable, net of allowance for loan and lease losses of \$19,819 and \$20,425, respectively	1,700,157	1,597,230
Premises and equipment, net	2,866	3,284
Foreclosed properties	2,660	2,547
Right-of-use assets	7,853	—
Bank-owned life insurance	42,127	41,538
Federal Home Loan Bank stock, at cost	6,720	7,240
Goodwill and other intangible assets	12,000	12,045
Accrued interest receivable and other assets	51,808	34,651
Total assets	<u>\$ 2,070,304</u>	<u>\$ 1,966,457</u>
Liabilities and Stockholders' Equity		
Deposits	\$ 1,529,645	\$ 1,455,299
Federal Home Loan Bank advances and other borrowings	297,972	298,944
Junior subordinated notes	10,040	10,033
Lease liabilities	8,187	—
Accrued interest payable and other liabilities	35,605	21,474
Total liabilities	<u>1,881,449</u>	<u>1,785,750</u>
Stockholders' equity:		
Preferred stock, \$0.01 par value, 2,500,000 shares authorized, none issued or outstanding	—	—
Common stock, \$0.01 par value, 25,000,000 shares authorized, 9,150,080 and 9,069,199 shares issued, 8,699,456 and 8,785,480 shares outstanding at June 30, 2019 and December 31, 2018, respectively	91	91
Additional paid-in capital	80,351	79,623
Retained earnings	120,841	110,310
Accumulated other comprehensive loss	(1,086)	(1,684)
Treasury stock, 450,624 and 283,719 shares at June 30, 2019 and December 31, 2018, respectively, at cost	(11,342)	(7,633)
Total stockholders' equity	<u>188,855</u>	<u>180,707</u>
Total liabilities and stockholders' equity	<u>\$ 2,070,304</u>	<u>\$ 1,966,457</u>

See accompanying Notes to Unaudited Consolidated Financial Statements.

First Business Financial Services, Inc.
Consolidated Statements of Income (Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2019	2018	2019	2018
(In Thousands, Except Per Share Data)				
Interest income				
Loans and leases	\$ 23,904	\$ 21,243	\$ 48,111	\$ 40,904
Securities	1,175	938	2,270	1,794
Short-term investments	230	287	608	491
Total interest income	25,309	22,468	50,989	43,189
Interest expense				
Deposits	6,258	3,209	12,054	6,038
Federal Home Loan Bank advances and other borrowings	1,922	2,051	3,777	3,467
Junior subordinated notes	277	277	552	552
Total interest expense	8,457	5,537	16,383	10,057
Net interest income	16,852	16,931	34,606	33,132
Provision for loan and lease losses	(784)	2,579	(736)	5,054
Net interest income after provision for loan and lease losses	17,636	14,352	35,342	28,078
Non-interest income				
Trust and investment service fees	2,138	1,987	4,065	3,884
Gain on sale of Small Business Administration loans	297	274	539	543
Service charges on deposits	743	720	1,520	1,504
Loan fees	464	389	877	917
Increase in cash surrender value of bank-owned life insurance	297	297	589	589
Commercial loan swap fees	1,051	70	1,523	703
Other non-interest income	815	245	1,330	508
Total non-interest income	5,805	3,982	10,443	8,648
Non-interest expense				
Compensation	10,503	9,116	20,667	18,187
Occupancy	559	544	1,149	1,073
Professional fees	784	928	1,994	1,963
Data processing	689	626	1,269	1,236
Marketing	581	591	1,063	925
Equipment	272	343	661	686
Computer software	827	679	1,626	1,420
FDIC insurance	302	369	595	668
Collateral liquidation costs	89	222	(1)	223
Net gain on foreclosed properties	(21)	—	(21)	—
Impairment of tax credit investments	2,088	329	4,102	442
SBA recourse provision	113	99	594	(196)
Other non-interest expense	678	621	1,508	1,747
Total non-interest expense	17,464	14,467	35,206	28,374
Income before income tax (benefit) expense	5,977	3,867	10,579	8,352
Income tax (benefit) expense	(595)	578	(1,893)	1,414
Net income	\$ 6,572	\$ 3,289	\$ 12,472	\$ 6,938
Earnings per common share				

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Basic	\$	0.75	\$	0.38	\$	1.43	\$	0.79
Diluted		0.75		0.38		1.43		0.79
Dividends declared per share		0.15		0.14		0.30		0.28

See accompanying Notes to Unaudited Consolidated Financial Statements.

First Business Financial Services, Inc.
Consolidated Statements of Comprehensive Income (Unaudited)

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2019	2018	2019	2018
	(In Thousands)			
Net income	\$ 6,572	\$ 3,289	\$ 12,472	\$ 6,938
Other comprehensive income, before tax				
Securities available-for-sale:				
Unrealized securities gains (losses) arising during the period	1,928	(531)	3,239	(1,890)
Securities held-to-maturity:				
Amortization of net unrealized losses transferred from available-for-sale	14	17	28	36
Interest rate swaps:				
Unrealized (losses) gains on interest rate swaps arising during the period	(1,514)	358	(2,464)	1,030
Income tax (expense) benefit	(109)	73	(205)	238
Total other comprehensive income (loss)	319	(83)	598	(586)
Comprehensive income	<u>\$ 6,891</u>	<u>\$ 3,206</u>	<u>\$ 13,070</u>	<u>\$ 6,352</u>

See accompanying Notes to Unaudited Consolidated Financial Statements.

First Business Financial Services, Inc.
Consolidated Statements of Changes in Stockholders' Equity (Unaudited)

	Common Shares Outstanding	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total
(In Thousands, Except Share Data)							
Balance at January 1, 2018	8,763,539	\$ 90	\$ 78,620	\$ 98,906	\$ (1,238)	\$ (7,100)	\$ 169,278
Net income	—	—	—	3,649	—	—	3,649
Other comprehensive loss	—	—	—	—	(503)	—	(503)
Share-based compensation - restricted shares, net	1,055	—	286	—	—	—	286
Cash dividends (\$0.14 per share)	—	—	—	(1,226)	—	—	(1,226)
Treasury stock purchased	(174)	—	—	—	—	(4)	(4)
Balance at March 31, 2018	8,764,420	90	78,906	101,329	(1,741)	(7,104)	171,480
Net income	—	—	—	3,289	—	—	3,289
Other comprehensive income	—	—	—	—	(83)	—	(83)
Share-based compensation - restricted shares, net	(4,087)	—	220	—	—	—	220
Cash dividends (\$0.14 per share)	—	—	—	(1,227)	—	—	(1,227)
Treasury stock purchased	(230)	—	—	—	—	(7)	(7)
Balance at June 30, 2018	8,760,103	\$ 90	\$ 79,126	\$ 103,391	\$ (1,824)	\$ (7,111)	\$ 173,672

	Common Shares Outstanding	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Treasury Stock	Total
(In Thousands, Except Share Data)							
Balance at January 1, 2019	8,785,480	\$ 91	\$ 79,623	\$ 110,310	\$ (1,684)	\$ (7,633)	\$ 180,707
Cumulative effect of adoption of ASC Topic 842	—	—	—	687	—	—	687
Net income	—	—	—	5,899	—	—	5,899
Other comprehensive income	—	—	—	—	279	—	279
Share-based compensation - restricted shares, net	49,730	—	318	—	—	—	318
Cash dividends (\$0.15 per share)	—	—	—	(1,312)	—	—	(1,312)
Treasury stock purchased	(70,074)	—	—	—	—	(1,478)	(1,478)
Balance at March 31, 2019	8,765,136	91	79,941	115,584	(1,405)	(9,111)	185,100
Net income	—	—	—	6,572	—	—	6,572
Other comprehensive income	—	—	—	—	319	—	319
Share-based compensation - restricted shares, net	31,151	—	410	—	—	—	410
Cash dividends (\$0.15 per share)	—	—	—	(1,315)	—	—	(1,315)
Treasury stock purchased	(96,831)	—	—	—	—	(2,231)	(2,231)
Balance at June 30, 2019	8,699,456	\$ 91	\$ 80,351	\$ 120,841	\$ (1,086)	\$ (11,342)	\$ 188,855

See accompanying Notes to Unaudited Consolidated Financial Statements.

First Business Financial Services, Inc.
Consolidated Statements of Cash Flows (Unaudited)

	For the Six Months Ended June 30,	
	2019	2018
(In Thousands)		
Operating activities		
Net income	\$ 12,472	\$ 6,938
Adjustments to reconcile net income to net cash provided by operating activities:		
Deferred income taxes, net	(1,245)	221
Impairment of tax credit investments	4,102	442
Provision for loan and lease losses	(736)	5,054
Depreciation, amortization and accretion, net	1,437	727
Share-based compensation	728	506
Gain on sale of available-for-sale securities	1	—
Increase in value of bank-owned life insurance policies	(589)	(589)
Origination of loans for sale	(29,116)	(43,519)
Sale of loans originated for sale	30,156	41,280
Gain on sale of loans originated for sale	(539)	(543)
Net gain on foreclosed properties, including impairment valuation	(21)	—
Excess tax benefit from share-based compensation	(11)	(10)
Payments on operating leases	(759)	—
Net increase in accrued interest receivable and other assets	(17,612)	(704)
Net increase in accrued interest payable and other liabilities	13,029	1,177
Net cash provided by operating activities	11,297	10,980
Investing activities		
Proceeds from maturities, redemptions, and paydowns of available-for-sale securities	12,480	14,738
Proceeds from maturities, redemptions, and paydowns of held-to-maturity securities	3,176	1,672
Proceeds from sale of available-for-sale securities	2,026	—
Purchases of available-for-sale securities	(31,934)	(26,269)
Purchases of held-to-maturity securities	—	(4,867)
Net increase in loans and leases	(102,162)	(96,620)
Investments in limited partnerships	(1,250)	—
Returns of investments in limited partnerships	280	316
Investment in historic development entities	(2,137)	(905)
Investment in Federal Home Loan Bank stock	(2,020)	(7,388)
Proceeds from the sale of Federal Home Loan Bank stock	2,540	3,763
Purchases of leasehold improvements and equipment, net	(11)	(611)
Net cash used in investing activities	(119,012)	(116,171)
Financing activities		
Net increase (decrease) in deposits	74,346	(56,606)
Repayment of Federal Home Loan Bank advances	(266,000)	(490,500)
Proceeds from Federal Home Loan Bank advances	265,000	648,000
Net increase in long-term borrowed funds	35	25
Cash dividends paid	(2,628)	(2,453)
Purchase of treasury stock	(3,709)	(11)
Net cash provided by financing activities	67,044	98,455
Net decrease in cash and cash equivalents	(40,671)	(6,736)
Cash and cash equivalents at the beginning of the period	86,546	52,539
Cash and cash equivalents at the end of the period	\$ 45,875	\$ 45,803
Supplementary cash flow information		
Cash paid during the period for:		
Interest paid on deposits and borrowings	\$ 15,744	\$ 9,212

Income taxes paid	1,308	646
Non-cash investing and financing activities:		
Transfer from loans to foreclosed properties	93	415

See accompany Notes to Unaudited Consolidated Financial Statements

Notes to Unaudited Consolidated Financial Statements

Note 1 — Nature of Operations and Summary of Significant Accounting Policies

Nature of Operations

The accounting and reporting practices of First Business Financial Services, Inc. (the “Corporation”), through our wholly-owned subsidiary, First Business Bank (“FBB” or the “Bank”), have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”). FBB operates as a commercial banking institution primarily in the Wisconsin and greater Kansas City markets. FBB also offers trust and investment services through First Business Trust & Investments (“FBTI”) and investment portfolio administrative and asset/liability management services through First Business Consulting Services (“FBCS”), both divisions of FBB. The Bank provides a full range of financial services to businesses, business owners, executives, professionals, and high net worth individuals. The Bank is subject to competition from other financial institutions and service providers and is also subject to state and federal regulations. FBB has the following wholly owned subsidiaries: First Business Capital Corp. (“FBCC”), First Madison Investment Corp. (“FMIC”), First Business Equipment Finance, LLC (“FBEF”), ABKC Real Estate, LLC (“ABKC”), FBB Real Estate 2, LLC (“FBB RE 2”), Rimrock Road Investment Fund, LLC (“Rimrock Road”), BOC Investment, LLC (“BOC”), Mitchell Street Apartments Investment, LLC (“Mitchell Street”), and FBB Tax Credit Investment LLC (“FBB Tax Credit”). FMIC is located in and was formed under the laws of the state of Nevada.

Basis of Presentation

The accompanying unaudited Consolidated Financial Statements were prepared in accordance with GAAP and the instructions to Form 10-Q and Rule 10-01 of Regulation S-X. Accordingly, they do not include all of the information and footnotes required by GAAP for complete financial statements and should be read in conjunction with the Corporation’s Consolidated Financial Statements and footnotes thereto included in the Corporation’s Annual Report on Form 10-K for the year ended December 31, 2018. The unaudited Consolidated Financial Statements include the accounts of the Corporation and its wholly-owned subsidiaries. All significant intercompany balances and transactions have been eliminated in consolidation. In accordance with the provisions of Accounting Standards Codification (“ASC”) Topic 810, the Corporation’s ownership interest in FBFS Statutory Trust II (“Trust II”) has not been consolidated into the financial statements.

Management of the Corporation is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements as well as reported amounts of revenues and expenses during the reporting period. Actual results could differ significantly from those estimates. Material estimates that could significantly change in the near-term include the value of securities and interest rate swaps, level of the allowance for loan and lease losses, lease residuals, property under operating leases, goodwill, level of the Small Business Administration (“SBA”) recourse reserve, and income taxes. The results of operations for the three and six month periods ended June 30, 2019 are not necessarily indicative of results that may be expected for any other interim period or the entire fiscal year ending December 31, 2019. Certain amounts in prior periods may have been reclassified to conform to the current presentation. Subsequent events have been evaluated through the date of the issuance of the unaudited Consolidated Financial Statements. No significant subsequent events have occurred through this date requiring adjustment to the financial statements or disclosures.

The Corporation has not changed its significant accounting and reporting policies from those disclosed in the Corporation’s Form 10-K for the year ended December 31, 2018.

Special Note Regarding Smaller Reporting Company Status

In June 2018, the SEC issued Release 33-10513; 34-83550, *Amendments to Smaller Reporting Company Definition*, which changes the definition of a smaller reporting company in Rule 12b-2 of the Securities Exchange Act of 1934, as amended. Under this release, the new thresholds for qualifying are (1) public float of less than \$250 million or (2) annual revenue of less than \$100 million in annual revenue and public float of less than \$700 million (including no public float). The rule change was effective on September 10, 2018. Under this release, the Corporation currently qualifies as a smaller reporting company based on its public float as of the last business day of its second fiscal quarter of fiscal year 2019. A smaller reporting company may choose to comply with scaled or non-scaled financial and non-financial disclosure requirements on an item-by-item basis. The Corporation has not scaled its disclosures of financial and non-financial information in this Quarterly Report. The Corporation may determine to provide scaled disclosures of financial or non-financial information in future quarterly reports, annual reports and/or proxy statements if it remains a smaller reporting company under SEC rules.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU No. 2016-13, “*Financial Instruments- Credit Losses (Topic 326)*.” The ASU replaces the incurred loss impairment methodology for recognizing credit losses with a methodology that reflects all expected credit losses. The ASU also requires consideration of a broader range of information to inform credit loss estimates, including such factors as past events, current conditions, and reasonable and supportable forecasts that affect the collectability of the reported amount. The amendments affect loans, debt securities, trade receivables, net investments in leases, off-balance sheet credit exposures, and any other financial asset not excluded from the scope that have the contractual right to receive cash. Entities will apply the amendments in the ASU through a cumulative-effect adjustment to retained earnings as of the beginning of the first reporting period in which the guidance is effective. The ASU is effective for public companies for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. Early adoption is permitted as of the fiscal years beginning after December 15, 2018. A cross-functional committee has been established and a third-party software solution has been implemented to assist with the adoption of the standard. Management has gathered all necessary data and reviewed potential methods to calculate the expected credit losses. Management is currently calculating sample expected loss computations and developing the allowance methodology and assumptions that will be used under the new standard.

In July 2019, the FASB made a tentative decision to delay the effective date for the credit losses standard to January 2023 for certain entities, including certain Securities and Exchange Commission filers, public business entities, and private companies. As a smaller reporting company, the Corporation would be eligible for the proposed delay. The Corporation is currently evaluating the impact of the proposed delay on its implementation project plan.

In August 2018, the FASB issued ASU No. 2018-15, “*Intangibles-Goodwill and Other Internal-Use Software (Subtopic 350-40)*.” The ASU aligns the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). Implementation costs incurred in the application development stage are capitalized depending on the nature of the costs, while costs incurred during the preliminary project and post implementation stages are expensed as the activities are performed. The amendment also requires entities to expense the capitalized implementation costs of a hosting arrangement that is a service contract over the term of the hosting arrangement and in the same income statement line item as the fees associated with the hosting element. The ASU is effective for fiscal years beginning after December 15, 2019, including interim periods within those fiscal years. Early adoption is permitted. The Corporation is in the process of evaluating the impact of this standard but does not expect this standard to have a material impact on its results of operations, financial position, and liquidity.

Note 2 — Earnings per Common Share

Earnings per common share are computed using the two-class method. Basic earnings per common share are computed by dividing net income allocated to common shares by the weighted-average number of shares outstanding during the applicable period, excluding outstanding participating securities. Participating securities include unvested restricted shares. Unvested restricted shares are considered participating securities because holders of these securities receive non-forfeitable dividends, or dividend equivalents, at the same rate as holders of the Corporation’s common stock. Diluted earnings per share are computed by dividing net income allocated to common shares, adjusted for reallocation of undistributed earnings of unvested restricted shares, by the weighted-average number of shares determined for the basic earnings per common share computation plus the dilutive effect of common stock equivalents using the treasury stock method.

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2019	2018	2019	2018
(Dollars in Thousands, Except Share Data)				
<i>Basic earnings per common share</i>				
Net income	\$ 6,572	\$ 3,289	\$ 12,472	\$ 6,938
Less: earnings allocated to participating securities	151	48	239	102
Basic earnings allocated to common stockholders	\$ 6,421	\$ 3,241	\$ 12,233	\$ 6,836
Weighted-average common shares outstanding, excluding participating securities	8,569,581	8,631,189	8,584,444	8,631,664
Basic earnings per common share	\$ 0.75	\$ 0.38	\$ 1.43	\$ 0.79
<i>Diluted earnings per common share</i>				
Earnings allocated to common stockholders, diluted	\$ 6,421	\$ 3,241	\$ 12,233	\$ 6,836
Weighted-average diluted common shares outstanding, excluding participating securities	8,569,581	8,631,189	8,584,444	8,631,664
Diluted earnings per common share	\$ 0.75	\$ 0.38	\$ 1.43	\$ 0.79

Note 3 — Share-Based Compensation

The Corporation adopted the 2019 Equity Incentive Plan (the “Plan”) during the quarter ended June 30, 2019. The Plan is administered by the Compensation Committee of the Board of Directors of the Corporation and provides for the grant of equity ownership opportunities through incentive stock options and nonqualified stock options (“Stock Options”), restricted stock, restricted stock units, dividend equivalent units, and any other type of award permitted by the Plan. The Plan authorized 185,000 shares, plus all shares previously available for grant under the 2012 Equity Incentive Plan (the “2012 Plan”). As of June 30, 2019, 268,740 shares were available for future grants under the Plan. Shares covered by awards that expire, terminate, or lapse will again be available for the grant of awards under the Plan. The Corporation may issue new shares and shares from its treasury stock for shares delivered under the Plan. No new grants will be made under the 2012 Plan.

Restricted Stock

Under the Plan, the Corporation may grant restricted stock awards, restricted stock units, and other stock-based awards to plan participants, subject to forfeiture upon the occurrence of certain events until the dates specified in the participant’s award agreement. While restricted stock is subject to forfeiture, restricted stock award participants may exercise full voting rights and will receive all dividends and other distributions paid with respect to the restricted shares. Restricted stock units do not have voting rights and are provided dividend equivalents. The restricted stock granted under the Plan is typically subject to a vesting period. Compensation expense for restricted stock is recognized over the requisite service period of generally four years for the entire award on a straight-line basis. Upon vesting of restricted stock, the benefit of tax deductions in excess of recognized compensation expense is reflected as an income tax benefit in the unaudited Consolidated Statements of Income.

Beginning in 2019, the Corporation issued a combination of performance based restricted stock units and restricted stock awards to its executive officers. Vesting of the performance based restricted stock units will be measured on Total Shareholder Return (“TSR”) and Return on Equity (“ROE”) and will cliff-vest after a three-year measurement period based on the Corporation’s performance relative to a custom peer group. At the end of the performance period, the number of actual shares to be awarded varies between 0% and 200% of target amounts. The restricted stock awards issued to executive officers will vest

ratably over a three-year period. Compensation expense is recognized for performance based restricted stock units over the requisite service and performance period of generally three years for the entire expected award on a straight-line basis. The compensation expense for the awards expected to vest for the percentage of performance based restricted stock units subject to the ROE metric will be adjusted if there is a change in the expectation of ROE. The compensation expense for the awards expected to vest for the percentage of performance based restricted stock units subject to the TSR metric should never be adjusted, and are amortized utilizing the accounting fair value provided using a Monte Carlo pricing model.

Restricted stock activity for the year ended December 31, 2018 and the six months ended June 30, 2019 was as follows:

	Number of Restricted Shares/Units	Weighted Average Grant-Date Fair Value
Nonvested balance as of January 1, 2018	130,441	\$ 21.43
Granted	66,498	20.57
Vested	(46,034)	21.01
Forfeited	(19,284)	22.25
Nonvested balance as of December 31, 2018	131,621	21.02
Granted ⁽¹⁾	81,910	23.56
Vested	(2,484)	24.66
Forfeited	(1,029)	24.75
Nonvested balance as of June 30, 2019	210,018	\$ 21.95

(1) The number of restricted shares/units shown includes the shares that would be granted if the target level of performance is achieved related to the performance based restricted stock units. The number of shares actually issued may vary.

As of June 30, 2019, the Corporation had \$3.7 million of unvested compensation expense, which the Corporation expects to recognize over a weighted-average period of approximately 2.85 years.

Share-based compensation expense related to restricted stock included in the unaudited Consolidated Statements of Income was as follows:

	For the Three Months Ended June 30,		For the Six Months Ended June 30,	
	2019	2018	2019	2018
	(In Thousands)			
Share-based compensation expense	\$ 410	\$ 220	\$ 728	\$ 506

Note 4 — Securities

The amortized cost and fair value of securities available-for-sale and the corresponding amounts of gross unrealized gains and losses recognized in accumulated other comprehensive income were as follows:

	As of June 30, 2019			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
(In Thousands)				
Available-for-sale:				
U.S. government agency securities - government-sponsored enterprises	\$ 1,000	\$ 1	\$ —	\$ 1,001
Municipal securities	3,498	12	(3)	3,507
Mortgage backed securities - government issued	45,954	559	(159)	46,354
Mortgage backed securities - government-sponsored enterprises	105,016	1,093	(242)	105,867
Other securities	2,205	2	(3)	2,204
	<u>\$ 157,673</u>	<u>\$ 1,667</u>	<u>\$ (407)</u>	<u>\$ 158,933</u>

	As of December 31, 2018			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
(In Thousands)				
Available-for-sale:				
U.S. government agency securities - government-sponsored enterprises	\$ 999	\$ —	\$ (9)	\$ 990
Municipal securities	5,953	2	(69)	5,886
Mortgage backed securities - government issued	20,007	47	(426)	19,628
Mortgage backed securities - government-sponsored enterprises	110,928	279	(1,729)	109,478
Other securities	2,450	—	(74)	2,376
	<u>\$ 140,337</u>	<u>\$ 328</u>	<u>\$ (2,307)</u>	<u>\$ 138,358</u>

The amortized cost and fair value of securities held-to-maturity and the corresponding amounts of gross unrealized gains and losses were as follows:

	As of June 30, 2019			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
(In Thousands)				
Held-to-maturity:				
Municipal securities	\$ 20,010	\$ 312	\$ —	\$ 20,322
Mortgage backed securities - government issued	6,638	32	(15)	6,655
Mortgage backed securities - government-sponsored enterprises	7,871	158	(25)	8,004
	<u>\$ 34,519</u>	<u>\$ 502</u>	<u>\$ (40)</u>	<u>\$ 34,981</u>

	As of December 31, 2018			
	Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
(In Thousands)				
Held-to-maturity:				
Municipal securities	\$ 21,066	\$ 72	\$ (59)	\$ 21,079
Mortgage backed securities - government issued	7,358	—	(172)	7,186
Mortgage backed securities - government-sponsored enterprises	9,307	2	(165)	9,144
	<u>\$ 37,731</u>	<u>\$ 74</u>	<u>\$ (396)</u>	<u>\$ 37,409</u>

U.S. government agency securities - government-sponsored enterprises represent securities issued by the Federal Home Loan Bank (“FHLB”), the Federal Home Loan Mortgage Corporation (“FHLMC”), and the Federal National Mortgage Association (“FNMA”). Municipal securities include securities issued by various municipalities located primarily within the State of Wisconsin and are primarily general obligation bonds that are tax-exempt in nature. Mortgage backed securities - government issued represent securities guaranteed by the Government National Mortgage Association and the SBA. Mortgage backed securities - government-sponsored enterprises include securities guaranteed by FHLMC and FNMA. Other securities represent certificates of deposit of insured banks and savings institutions with an original maturity greater than three months. There were nine sales of available-for-sale securities that occurred during the six months ended June 30, 2019. No sales of available-for-sale securities occurred during the six months ended June 30, 2018.

At June 30, 2019 and December 31, 2018, securities with a fair value of \$22.0 million and \$11.5 million, respectively, were pledged to secure various obligations, including interest rate swap contracts and municipal deposits.

The amortized cost and fair value of securities by contractual maturity at June 30, 2019 are shown below. Actual maturities may differ from contractual maturities because issuers have the right to call or prepay certain obligations with or without call or prepayment penalties.

	Available-for-Sale		Held-to-Maturity	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
(In Thousands)				
Due in one year or less	\$ 1,423	\$ 1,425	\$ 771	\$ 772
Due in one year through five years	18,190	18,241	13,564	13,710
Due in five through ten years	31,858	32,147	14,763	15,025
Due in over ten years	106,202	107,120	5,421	5,474
	<u>\$ 157,673</u>	<u>\$ 158,933</u>	<u>\$ 34,519</u>	<u>\$ 34,981</u>

The tables below show the Corporation’s gross unrealized losses and fair value of available-for-sale investments aggregated by investment category and length of time that individual investments were in a continuous loss position at June 30, 2019 and December 31, 2018. At June 30, 2019, the Corporation held 57 available-for-sale securities that were in an unrealized loss position. Such securities have not experienced credit rating downgrades; however, they have primarily declined in value due to the current interest rate environment. At June 30, 2019, the Corporation held 56 available-for-sale securities that had been in a continuous unrealized loss position for twelve months or greater.

The Corporation also has not specifically identified available-for-sale securities in a loss position that it intends to sell in the near term and does not believe that it will be required to sell any such securities. The Corporation reviews its securities on a quarterly basis to monitor its exposure to other-than-temporary impairment. Consideration is given to such factors as the length of time and extent to which the security has been in an unrealized loss position, changes in security ratings, and an evaluation of the present value of expected future cash flows, if necessary. Based on the Corporation’s evaluation, it is expected that the Corporation will recover the entire amortized cost basis of each security. Accordingly, no other-than-temporary impairment was recorded in the unaudited Consolidated Statements of Income for the six months ended June 30, 2019 and 2018.

A summary of unrealized loss information for securities available-for-sale, categorized by security type and length of time for which the security has been in a continuous unrealized loss position, follows:

	As of June 30, 2019					
	Less than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
	(In Thousands)					
Available-for-sale:						
Municipal securities	\$ —	\$ —	\$ 1,127	\$ 3	\$ 1,127	\$ 3
Mortgage backed securities - government issued	—	—	6,672	159	6,672	159
Mortgage backed securities - government-sponsored enterprises	1,751	—	25,160	242	26,911	242
Other securities	—	—	977	3	977	3
	<u>\$ 1,751</u>	<u>\$ —</u>	<u>\$ 33,936</u>	<u>\$ 407</u>	<u>\$ 35,687</u>	<u>\$ 407</u>

	As of December 31, 2018					
	Less than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
	(In Thousands)					
Available-for-sale:						
U.S. government agency securities - government-sponsored enterprises	\$ —	\$ —	\$ 990	\$ 9	\$ 990	\$ 9
Municipal securities	—	—	4,371	69	4,371	69
Mortgage backed securities - government issued	—	—	13,748	426	13,748	426
Mortgage backed securities - government-sponsored enterprises	8,178	46	69,602	1,683	77,780	1,729
Other securities	238	7	2,138	67	2,376	74
	<u>\$ 8,416</u>	<u>\$ 53</u>	<u>\$ 90,849</u>	<u>\$ 2,254</u>	<u>\$ 99,265</u>	<u>\$ 2,307</u>

The tables below show the Corporation's gross unrealized losses and fair value of held-to-maturity investments, aggregated by investment category and length of time that individual investments were in a continuous loss position at June 30, 2019 and December 31, 2018. At June 30, 2019, the Corporation held 11 held-to-maturity securities that were in an unrealized loss position. Such securities have not experienced credit rating downgrades; however, they have primarily declined in value due to the current interest rate environment. There were 10 held-to-maturity securities that had been in a continuous loss position for twelve months or greater as of June 30, 2019. It is expected that the Corporation will recover the entire amortized cost basis of each held-to-maturity security based upon an evaluation of aforementioned factors. Accordingly, no other-than-temporary impairment was recorded in the unaudited Consolidated Statements of Income for the six months ended June 30, 2019 and 2018.

A summary of unrealized loss information for securities held-to-maturity, categorized by security type and length of time for which the security has been in a continuous unrealized loss position, follows:

	As of June 30, 2019					
	Less than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
	(In Thousands)					
Held-to-maturity:						
Municipal securities	\$ 70	\$ —	\$ 253	\$ —	\$ 323	\$ —
Mortgage backed securities - government issued	—	—	2,563	15	2,563	15
Mortgage backed securities - government-sponsored enterprises	—	—	2,443	25	2,443	25
	<u>\$ 70</u>	<u>\$ —</u>	<u>\$ 5,259</u>	<u>\$ 40</u>	<u>\$ 5,329</u>	<u>\$ 40</u>

	As of December 31, 2018					
	Less than 12 Months		12 Months or Longer		Total	
	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses	Fair Value	Unrealized Losses
	(In Thousands)					
Held-to-maturity:						
Municipal securities	\$ 6,876	\$ 14	\$ 4,364	\$ 45	\$ 11,240	\$ 59
Mortgage backed securities - government issued	—	—	7,186	172	7,186	172
Mortgage backed securities - government-sponsored enterprises	4,038	24	4,338	141	8,376	165
	<u>\$ 10,914</u>	<u>\$ 38</u>	<u>\$ 15,888</u>	<u>\$ 358</u>	<u>\$ 26,802</u>	<u>\$ 396</u>

Note 5 — Loan and Lease Receivables, Impaired Loans and Leases and Allowance for Loan and Lease Losses

Loan and lease receivables consist of the following:

	June 30, 2019	December 31, 2018
(In Thousands)		
Commercial real estate:		
Commercial real estate — owner occupied	\$ 210,471	\$ 203,476
Commercial real estate — non-owner occupied	477,740	484,427
Land development	49,000	42,666
Construction	185,347	161,562
Multi-family	195,363	167,868
1-4 family	31,656	34,340
Total commercial real estate	1,149,577	1,094,339
Commercial and industrial	510,448	462,321
Direct financing leases, net	30,365	33,170
Consumer and other:		
Home equity and second mortgages	7,513	8,438
Other	22,896	20,789
Total consumer and other	30,409	29,227
Total gross loans and leases receivable	1,720,799	1,619,057
Less:		
Allowance for loan and lease losses	19,819	20,425
Deferred loan fees	823	1,402
Loans and leases receivable, net	\$ 1,700,157	\$ 1,597,230

The total amount of the Corporation's ownership of SBA loans comprised of the following:

	June 30, 2019	December 31, 2018
(In Thousands)		
Retained, unguaranteed portions of sold SBA loans	\$ 22,578	\$ 23,898
Other SBA loans ⁽¹⁾	25,039	22,024
Total SBA loans	\$ 47,617	\$ 45,922

(1) Primarily consisted of SBA CAPLine, Express, and impaired loans that were repurchased from the secondary market, all of which are not saleable.

As of June 30, 2019 and December 31, 2018, \$17.1 million and \$13.2 million of SBA loans were considered impaired, respectively.

Loans transferred to third parties consist of the guaranteed portions of SBA loans which the Corporation sold in the secondary market and participation interests in other, non-SBA originated loans. The total principal amount of the guaranteed portions of SBA loans sold during the three months ended June 30, 2019 and 2018 was \$3.3 million and \$3.2 million, respectively. The total principal amount of the guaranteed portions of SBA loans sold during the six months ended June 30, 2019 and 2018 was \$5.6 million and \$6.3 million, respectively. Each of the transfers of these financial assets met the qualifications for sale accounting, and therefore all of the loans transferred during the three and six months ended June 30, 2019 and 2018 have been derecognized in the unaudited Consolidated Financial Statements. The guaranteed portions of SBA loans were transferred at their fair value and the related gain was recognized upon the transfer as non-interest income in the unaudited Consolidated Financial Statements. The total outstanding balance of sold SBA loans at June 30, 2019 and December 31, 2018 was \$76.0 million and \$83.3 million, respectively.

The total principal amount of transferred participation interests in other, non-SBA originated loans during the three months ended June 30, 2019 and 2018 was \$17.2 million and \$14.8 million, respectively. The total principal amount of transferred

participation interests in other originated commercial loans during the six months ended June 30, 2019 and 2018 was \$24.0 million and \$34.4 million, respectively, all of which were treated as sales and derecognized under the applicable accounting guidance at the time of transfer. No gain or loss was recognized on participation interests in other, non-SBA originated loans as they were transferred at or near the date of loan origination and the payments received for servicing the portion of the loans participated represents adequate compensation. The total outstanding balance of these transferred loans at June 30, 2019 and December 31, 2018 was \$135.6 million and \$129.7 million, respectively. As of June 30, 2019 and December 31, 2018, the total amount of the Corporation's partial ownership of these transferred loans on the unaudited Consolidated Balance Sheets was \$225.8 million and \$208.9 million, respectively. No loans in this participation portfolio were considered impaired as of June 30, 2019 and December 31, 2018. The Corporation does not share in the participant's portion of any potential charge-offs. The total amount of loan participations purchased on the unaudited Consolidated Balance Sheets as of June 30, 2019 and December 31, 2018 was \$531,000 and \$569,000, respectively.

The following tables illustrate ending balances of the Corporation's loan and lease portfolio, including impaired loans by class of receivable, and considering certain credit quality indicators:

	June 30, 2019				
	Category				Total
	I	II	III	IV	
	(Dollars in Thousands)				
Commercial real estate:					
Commercial real estate — owner occupied	\$ 178,451	\$ 16,454	\$ 10,402	\$ 5,164	\$ 210,471
Commercial real estate — non-owner occupied	436,422	39,506	1,812	—	477,740
Land development	46,315	928	—	1,757	49,000
Construction	185,181	—	166	—	185,347
Multi-family	183,788	11,575	—	—	195,363
1-4 family	30,853	92	211	500	31,656
Total commercial real estate	1,061,010	68,555	12,591	7,421	1,149,577
Commercial and industrial	411,133	27,855	53,050	18,410	510,448
Direct financing leases, net	23,196	3,816	3,353	—	30,365
Consumer and other:					
Home equity and second mortgages	7,346	71	94	2	7,513
Other	22,714	—	—	182	22,896
Total consumer and other	30,060	71	94	184	30,409
Total gross loans and leases receivable	\$ 1,525,399	\$ 100,297	\$ 69,088	\$ 26,015	\$ 1,720,799
Category as a % of total portfolio	88.64%	5.83%	4.02%	1.51%	100.00%

	December 31, 2018				
	Category				Total
	I	II	III	IV	
(Dollars in Thousands)					
Commercial real estate:					
Commercial real estate — owner occupied	\$ 177,222	\$ 15,085	\$ 5,506	\$ 5,663	\$ 203,476
Commercial real estate — non-owner occupied	458,185	24,873	1,338	31	484,427
Land development	39,472	981	—	2,213	42,666
Construction	161,360	—	202	—	161,562
Multi-family	167,868	—	—	—	167,868
1-4 family	32,004	1,451	707	178	34,340
Total commercial real estate	1,036,111	42,390	7,753	8,085	1,094,339
Commercial and industrial	374,371	19,370	51,474	17,106	462,321
Direct financing leases, net	26,013	6,090	1,067	—	33,170
Consumer and other:					
Home equity and second mortgages	8,385	3	50	—	8,438
Other	20,499	—	—	290	20,789
Total consumer and other	28,884	3	50	290	29,227
Total gross loans and leases receivable	\$ 1,465,379	\$ 67,853	\$ 60,344	\$ 25,481	\$ 1,619,057
Category as a % of total portfolio	90.51%	4.19%	3.73%	1.57%	100.00%

Each credit is evaluated for proper risk rating upon origination, at the time of each subsequent renewal, upon receipt and evaluation of updated financial information from the Corporation's borrowers, or as other circumstances dictate. The Corporation primarily uses a nine grade risk rating system to monitor the ongoing credit quality of its loans and leases. The risk rating grades follow a consistent definition and are then applied to specific loan types based on the nature of the loan. Each risk rating is subjective and, depending on the size and nature of the credit, subject to various levels of review and concurrence on the stated risk rating. In addition to its nine grade risk rating system, the Corporation groups loans into four loan and related risk categories which determine the level and nature of review by management.

Category I — Loans and leases in this category are performing in accordance with the terms of the contract and generally exhibit no immediate concerns regarding the security and viability of the underlying collateral, financial stability of the borrower, integrity or strength of the borrowers' management team, or the industry in which the borrower operates. The Corporation monitors Category I loans and leases through payment performance, continued maintenance of its personal relationships with such borrowers, and continued review of such borrowers' compliance with the terms of their respective agreements.

Category II — Loans and leases in this category are beginning to show signs of deterioration in one or more of the Corporation's core underwriting criteria such as financial stability, management strength, industry trends, or collateral values. Management will place credits in this category to allow for proactive monitoring and resolution with the borrower to possibly mitigate the area of concern and prevent further deterioration or risk of loss to the Corporation. Category II loans are considered performing but are monitored frequently by the assigned business development officer and by subcommittees of the Bank's Loan Committee.

Category III — Loans and leases in this category are identified by management as warranting special attention. However, the balance in this category is not intended to represent the amount of adversely classified assets held by the Bank. Category III loans and leases generally exhibit undesirable characteristics, such as evidence of adverse financial trends and conditions, managerial problems, deteriorating economic conditions within the related industry, or evidence of adverse public filings and may exhibit collateral shortfall positions. Management continues to believe that it will collect all contractual principal and interest in accordance with the original terms of the contracts relating to the loans and leases in this category, and therefore Category III loans are considered performing with no specific reserves established for this category. Category III loans are monitored by management and subcommittees of the Bank's Loan Committee on a monthly basis.

Category IV — Loans and leases in this category are considered to be impaired. Impaired loans and leases, with the exception of performing troubled debt restructurings, have been placed on non-accrual as management has determined that it is unlikely

that the Bank will receive the contractual principal and interest in accordance with the original terms of the agreement. Impaired loans are individually evaluated to assess the need for the establishment of specific reserves or charge-offs. When analyzing the adequacy of collateral, the Corporation obtains external appraisals at least annually for impaired loans and leases. External appraisals are obtained from the Corporation's approved appraiser listing and are independently reviewed to monitor the quality of such appraisals. To the extent a collateral shortfall position is present, a specific reserve or charge-off will be recorded to reflect the magnitude of the impairment. Loans and leases in this category are monitored by management and subcommittees of the Bank's Loan Committee on a monthly basis.

The delinquency aging of the loan and lease portfolio by class of receivable was as follows:

	June 30, 2019					
	30-59 Days Past Due	60-89 Days Past Due	Greater Than 90 Days Past Due	Total Past Due	Current	Total Loans and Leases
	(Dollars in Thousands)					
Accruing loans and leases						
Commercial real estate:						
Owner occupied	\$ —	\$ —	\$ —	\$ —	\$ 205,307	\$ 205,307
Non-owner occupied	—	—	—	—	477,740	477,740
Land development	—	—	—	—	47,243	47,243
Construction	—	—	—	—	185,347	185,347
Multi-family	—	—	—	—	195,363	195,363
1-4 family	—	—	—	—	31,307	31,307
Commercial and industrial	1,996	14	—	2,010	490,028	492,038
Direct financing leases, net	—	—	—	—	30,365	30,365
Consumer and other:						
Home equity and second mortgages	—	—	—	—	7,511	7,511
Other	—	—	—	—	22,714	22,714
Total	1,996	14	—	2,010	1,692,925	1,694,935
Non-accruing loans and leases						
Commercial real estate:						
Owner occupied	—	350	4,814	5,164	—	5,164
Non-owner occupied	—	—	—	—	—	—
Land development	—	—	—	—	1,757	1,757
Construction	—	—	—	—	—	—
Multi-family	—	—	—	—	—	—
1-4 family	349	—	—	349	—	349
Commercial and industrial	86	83	9,996	10,165	8,245	18,410
Direct financing leases, net	—	—	—	—	—	—
Consumer and other:						
Home equity and second mortgages	—	—	2	2	—	2
Other	—	—	170	170	12	182
Total	435	433	14,982	15,850	10,014	25,864
Total loans and leases						
Commercial real estate:						
Owner occupied	—	350	4,814	5,164	205,307	210,471
Non-owner occupied	—	—	—	—	477,740	477,740
Land development	—	—	—	—	49,000	49,000
Construction	—	—	—	—	185,347	185,347
Multi-family	—	—	—	—	195,363	195,363
1-4 family	349	—	—	349	31,307	31,656
Commercial and industrial	2,082	97	9,996	12,175	498,273	510,448
Direct financing leases, net	—	—	—	—	30,365	30,365
Consumer and other:						
Home equity and second mortgages	—	—	2	2	7,511	7,513
Other	—	—	170	170	22,726	22,896
Total	\$ 2,431	\$ 447	\$ 14,982	\$ 17,860	\$ 1,702,939	\$ 1,720,799
Percent of portfolio	0.14%	0.03%	0.87%	1.04%	98.96%	100.00%

	December 31, 2018					
	30-59 Days Past Due	60-89 Days Past Due	Greater Than 90 Days Past Due	Total Past Due	Current	Total Loans and Leases
	(Dollars in Thousands)					
Accruing loans and leases						
Commercial real estate:						
Owner occupied	\$ 157	\$ —	\$ —	\$ 157	\$ 197,656	\$ 197,813
Non-owner occupied	—	2,272	—	2,272	482,124	484,396
Land development	—	—	—	—	40,453	40,453
Construction	14,824	—	—	14,824	146,738	161,562
Multi-family	—	—	—	—	167,868	167,868
1-4 family	363	60	—	423	33,917	34,340
Commercial and industrial	826	247	—	1,073	444,144	445,217
Direct financing leases, net	—	—	—	—	33,170	33,170
Consumer and other:						
Home equity and second mortgages	—	—	—	—	8,438	8,438
Other	—	—	—	—	20,499	20,499
Total	16,170	2,579	—	18,749	1,575,007	1,593,756
Non-accruing loans and leases						
Commercial real estate:						
Owner occupied	483	—	5,180	5,663	—	5,663
Non-owner occupied	—	—	31	31	—	31
Land development	—	—	119	119	2,094	2,213
Construction	—	—	—	—	—	—
Multi-family	—	—	—	—	—	—
1-4 family	—	—	—	—	—	—
Commercial and industrial	2,322	—	12,108	14,430	2,674	17,104
Direct financing leases, net	—	—	—	—	—	—
Consumer and other:						
Home equity and second mortgages	—	—	—	—	—	—
Other	—	—	279	279	11	290
Total	2,805	—	17,717	20,522	4,779	25,301
Total loans and leases						
Commercial real estate:						
Owner occupied	640	—	5,180	5,820	197,656	203,476
Non-owner occupied	—	2,272	31	2,303	482,124	484,427
Land development	—	—	119	119	42,547	42,666
Construction	14,824	—	—	14,824	146,738	161,562
Multi-family	—	—	—	—	167,868	167,868
1-4 family	363	60	—	423	33,917	34,340
Commercial and industrial	3,148	247	12,108	15,503	446,818	462,321
Direct financing leases, net	—	—	—	—	33,170	33,170
Consumer and other:						
Home equity and second mortgages	—	—	—	—	8,438	8,438
Other	—	—	279	279	20,510	20,789
Total	\$ 18,975	\$ 2,579	\$ 17,717	\$ 39,271	\$ 1,579,786	\$ 1,619,057
Percent of portfolio	1.17%	0.16%	1.09%	2.42%	97.58%	100.00%

The Corporation's total impaired assets consisted of the following:

	June 30, 2019	December 31, 2018
	(In Thousands)	
Non-accrual loans and leases		
Commercial real estate:		
Commercial real estate — owner occupied	\$ 5,164	\$ 5,663
Commercial real estate — non-owner occupied	—	31
Land development	1,757	2,213
Construction	—	—
Multi-family	—	—
1-4 family	349	—
Total non-accrual commercial real estate	7,270	7,907
Commercial and industrial	18,410	17,104
Direct financing leases, net	—	—
Consumer and other:		
Home equity and second mortgages	2	—
Other	182	290
Total non-accrual consumer and other loans	184	290
Total non-accrual loans and leases	25,864	25,301
Foreclosed properties, net	2,660	2,547
Total non-performing assets	28,524	27,848
Performing troubled debt restructurings	151	180
Total impaired assets	\$ 28,675	\$ 28,028
	June 30, 2019	December 31, 2018
Total non-accrual loans and leases to gross loans and leases	1.50%	1.56%
Total non-performing assets to total gross loans and leases plus foreclosed properties, net	1.66	1.72
Total non-performing assets to total assets	1.38	1.42
Allowance for loan and lease losses to gross loans and leases	1.15	1.26
Allowance for loan and lease losses to non-accrual loans and leases	76.64	80.73

As of June 30, 2019 and December 31, 2018, \$16.4 million and \$7.6 million of the non-accrual loans and leases were considered troubled debt restructurings, respectively. There were no unfunded commitments associated with troubled debt restructured loans and leases as of June 30, 2019.

All loans and leases modified as a troubled debt restructuring are measured for impairment. The nature and extent of the impairment of restructured loans, including those which have experienced a default, is considered in the determination of an appropriate level of the allowance for loan and lease losses.

The following table provides the number of loans modified in a troubled debt restructuring and the pre- and post-modification recorded investment by class of receivable:

The following represents additional information regarding the Corporation's impaired loans and leases, including performing troubled debt restructurings, by class:

As of and for the Six Months Ended June 30, 2019							
	Recorded Investment ⁽¹⁾	Unpaid Principal Balance	Impairment Reserve	Average Recorded Investment ⁽²⁾	Foregone Interest Income	Interest Income Recognized	Net Foregone Interest Income
(In Thousands)							
With no impairment reserve recorded:							
Commercial real estate:							
Owner occupied	\$ 773	\$ 773	\$ —	\$ 4,579	\$ 38	\$ 355	\$ (317)
Non-owner occupied	—	—	—	116	1	—	1
Land development	1,757	6,054	—	2,072	30	6	24
Construction	—	—	—	—	—	—	—
Multi-family	—	—	—	—	—	—	—
1-4 family	500	506	—	228	8	33	(25)
Commercial and industrial	4,822	5,986	—	13,094	367	308	59
Direct financing leases, net	—	—	—	—	—	—	—
Consumer and other:							
Home equity and second mortgages	2	2	—	—	—	7	(7)
Other	170	836	—	210	25	—	25
Total	8,024	14,157	—	20,299	469	709	(240)
With impairment reserve recorded:							
Commercial real estate:							
Owner occupied	4,391	5,750	809	705	214	—	214
Non-owner occupied	—	—	—	—	—	—	—
Land development	—	—	—	—	—	—	—
Construction	—	—	—	—	—	—	—
Multi-family	—	—	—	—	—	—	—
1-4 family	—	—	—	—	—	—	—
Commercial and industrial	13,588	14,246	3,184	3,489	728	—	728
Direct financing leases, net	—	—	—	—	—	—	—
Consumer and other:							
Home equity and second mortgages	—	—	—	—	—	—	—
Other	12	12	12	15	—	—	—
Total	17,991	20,008	4,005	4,209	942	—	942
Total:							
Commercial real estate:							
Owner occupied	5,164	6,523	809	5,284	252	355	(103)
Non-owner occupied	—	—	—	116	1	—	1
Land development	1,757	6,054	—	2,072	30	6	24
Construction	—	—	—	—	—	—	—
Multi-family	—	—	—	—	—	—	—
1-4 family	500	506	—	228	8	33	(25)
Commercial and industrial	18,410	20,232	3,184	16,583	1,095	308	787
Direct financing leases, net	—	—	—	—	—	—	—
Consumer and other:							
Home equity and second mortgages	2	2	—	—	—	7	(7)
Other	182	848	12	225	25	—	25
Grand total	\$ 26,015	\$ 34,165	\$ 4,005	\$ 24,508	\$ 1,411	\$ 709	\$ 702

(1) The recorded investment represents the unpaid principal balance net of any partial charge-offs.

(2) Average recorded investment is calculated primarily using daily average balances.

As of and for the Year Ended December 31, 2018

	Recorded Investment ⁽¹⁾	Unpaid Principal Balance	Impairment Reserve	Average Recorded Investment ⁽²⁾	Foregone Interest Income	Interest Income Recognized	Net Foregone Interest Income
	(In Thousands)						
With no impairment reserve recorded:							
Commercial real estate:							
Owner occupied	\$ 1,273	\$ 1,273	\$ —	\$ 6,638	\$ 756	\$ 197	\$ 559
Non-owner occupied	31	72	—	33	2	—	2
Land development	2,213	6,510	—	2,366	68	—	68
Construction	—	—	—	2,148	219	—	219
Multi-family	—	—	—	—	—	—	—
1-4 family	178	183	—	808	42	81	(39)
Commercial and industrial	6,828	7,527	—	8,809	1,058	980	78
Direct financing leases, net	—	—	—	—	—	—	—
Consumer and other:							
Home equity and second mortgages	—	—	—	1	—	46	(46)
Other	279	945	—	305	55	—	55
Total	10,802	16,510	—	21,108	2,200	1,304	896
With impairment reserve recorded:							
Commercial real estate:							
Owner occupied	4,390	5,749	675	635	182	—	182
Non-owner occupied	—	—	—	—	—	—	—
Land development	—	—	—	—	—	—	—
Construction	—	—	—	—	—	—	—
Multi-family	—	—	—	—	—	—	—
1-4 family	—	—	—	—	—	—	—
Commercial and industrial	10,278	10,278	3,710	4,687	1,096	—	1,096
Direct financing leases, net	—	—	—	—	—	—	—
Consumer and other:							
Home equity and second mortgages	—	—	—	—	—	—	—
Other	11	11	11	1	—	—	—
Total	14,679	16,038	4,396	5,323	1,278	—	1,278
Total:							
Commercial real estate:							
Owner occupied	5,663	7,022	675	7,273	938	197	741
Non-owner occupied	31	72	—	33	2	—	2
Land development	2,213	6,510	—	2,366	68	—	68
Construction	—	—	—	2,148	219	—	219
Multi-family	—	—	—	—	—	—	—
1-4 family	178	183	—	808	42	81	(39)
Commercial and industrial	17,106	17,805	3,710	13,496	2,154	980	1,174
Direct financing leases, net	—	—	—	—	—	—	—
Consumer and other:							
Home equity and second mortgages	—	—	—	1	—	46	(46)
Other	290	956	11	306	55	—	55
Grand total	\$ 25,481	\$ 32,548	\$ 4,396	\$ 26,431	\$ 3,478	\$ 1,304	\$ 2,174

(1) The recorded investment represents the unpaid principal balance net of any partial charge-offs.

(2) Average recorded investment is calculated primarily using daily average balances.

The difference between the recorded investment of loans and leases and the unpaid principal balance of \$8.2 million and \$7.1 million as of June 30, 2019 and December 31, 2018, respectively, represents partial charge-offs of loans and leases resulting from losses due to the appraised value of the collateral securing the loans and leases being below the carrying values of the loans and leases. Impaired loans and leases also included \$151,000 and \$180,000 of loans as of June 30, 2019 and December 31, 2018, respectively, that were performing troubled debt restructurings, and although not on non-accrual, were reported as impaired due to the concession in terms. When a loan is placed on non-accrual, interest accrual is discontinued and previously accrued but uncollected interest is deducted from interest income. Cash payments collected on non-accrual loans are first applied to such loan's principal. Foregone interest represents the interest that was contractually due on the loan but not received or recorded. To the extent the amount of principal on a non-accrual loan is fully collected and additional cash is received, the Corporation will recognize interest income.

To determine the level and composition of the allowance for loan and lease losses, the Corporation categorizes the portfolio into segments with similar risk characteristics. First, the Corporation evaluates loans and leases for potential impairment classification. The Corporation analyzes each loan and lease determined to be impaired on an individual basis to determine a specific reserve based upon the estimated value of the underlying collateral for collateral-dependent loans, or alternatively, the present value of expected cash flows. The Corporation applies historical trends from established risk factors to each category of loans and leases that has not been individually evaluated for the purpose of establishing the general portion of the allowance.

A summary of the activity in the allowance for loan and lease losses by portfolio segment is as follows:

	As of and for the Three Months Ended June 30, 2019			
	Commercial Real Estate	Commercial and Industrial	Consumer and Other	Total
	(In Thousands)			
Beginning balance	\$ 11,205	\$ 8,485	\$ 759	\$ 20,449
Charge-offs	—	(13)	(2)	(15)
Recoveries	72	72	25	169
Net recoveries	72	59	23	154
Provision for loan and lease losses	(8)	(652)	(124)	(784)
Ending balance	\$ 11,269	\$ 7,892	\$ 658	\$ 19,819
	As of and for the Three Months Ended June 30, 2018			
	Commercial Real Estate	Commercial and Industrial	Consumer and Other	Total
	(In Thousands)			
Beginning balance	\$ 9,990	\$ 8,151	\$ 497	\$ 18,638
Charge-offs	(121)	(168)	(17)	(306)
Recoveries	2	17	2	21
Net charge-offs	(119)	(151)	(15)	(285)
Provision for loan and lease losses	1,276	1,237	66	2,579
Ending balance	\$ 11,147	\$ 9,237	\$ 548	\$ 20,932

As of and for the Six Months Ended June 30, 2019				
	Commercial Real Estate	Commercial and Industrial	Consumer and Other	Total
(In Thousands)				
Beginning balance	\$ 11,662	\$ 8,079	\$ 684	\$ 20,425
Charge-offs	—	(61)	(2)	(63)
Recoveries	73	92	28	193
Net recoveries	73	31	26	130
Provision for loan and lease losses	(466)	(218)	(52)	(736)
Ending balance	\$ 11,269	\$ 7,892	\$ 658	\$ 19,819

As of and for the Six Months Ended June 30, 2018				
	Commercial Real Estate	Commercial and Industrial	Consumer and Other	Total
(In Thousands)				
Beginning balance	\$ 10,131	\$ 8,225	\$ 407	\$ 18,763
Charge-offs	(2,296)	(657)	(37)	(2,990)
Recoveries	15	19	71	105
Net (charge-offs) recoveries	(2,281)	(638)	34	(2,885)
Provision for loan and lease losses	3,297	1,650	107	5,054
Ending balance	\$ 11,147	\$ 9,237	\$ 548	\$ 20,932

The following tables provide information regarding the allowance for loan and lease losses and balances by type of allowance methodology.

As of June 30, 2019				
	Commercial Real Estate	Commercial and Industrial	Consumer and Other	Total
(In Thousands)				
Allowance for loan and lease losses:				
Collectively evaluated for impairment	\$ 10,460	\$ 4,708	\$ 646	\$ 15,814
Individually evaluated for impairment	809	3,184	12	4,005
Loans acquired with deteriorated credit quality	—	—	—	—
Total	\$ 11,269	\$ 7,892	\$ 658	\$ 19,819
Loans and lease receivables:				
Collectively evaluated for impairment	\$ 1,142,156	\$ 522,403	\$ 30,225	\$ 1,694,784
Individually evaluated for impairment	7,342	18,409	184	25,935
Loans acquired with deteriorated credit quality	79	1	—	80
Total	\$ 1,149,577	\$ 540,813	\$ 30,409	\$ 1,720,799

	As of December 31, 2018			
	Commercial Real Estate	Commercial and Industrial	Consumer and Other	Total
	(In Thousands)			
Allowance for loan and lease losses:				
Collectively evaluated for impairment	\$ 10,987	\$ 4,369	\$ 673	\$ 16,029
Individually evaluated for impairment	675	3,710	11	4,396
Loans acquired with deteriorated credit quality	—	—	—	—
Total	\$ 11,662	\$ 8,079	\$ 684	\$ 20,425
Loans and lease receivables:				
Collectively evaluated for impairment	\$ 1,086,254	\$ 478,385	\$ 28,937	\$ 1,593,576
Individually evaluated for impairment	7,914	17,104	290	25,308
Loans acquired with deteriorated credit quality	171	2	—	173
Total	\$ 1,094,339	\$ 495,491	\$ 29,227	\$ 1,619,057

Note 6 — Leases

The Corporation leases various office spaces, loan production offices, and specialty financing production offices under non-cancelable operating leases which expire on various dates through 2028. The Corporation also leases office equipment. The Corporation recognizes an operating lease liability and a right-of-use for all leases, with the exception of short-term leases. The lease payments on short-term leases are recognized as rent expense on a straight-line basis.

Quantitative information regarding the Corporation's operating leases is as follows:

	As of and for the Three Months Ended June 30,	As of and for the Six Months Ended June 30,
	2019	
	(Dollars in Thousands)	
Total operating lease cost	\$ 391	\$ 781
Weighted-average remaining lease term (in years)		6.91
Weighted-average discount rate		3.11%

The following maturity analysis shows the undiscounted cash flows due on the Corporation's operating leases liabilities:

(In Thousands)	
2019	\$ 767
2020	1,541
2021	1,382
2022	1,373
2023	1,015
Thereafter	3,063
Total undiscounted cash flows	9,141
Discount on cash flows	(954)
Total lease liability	\$ 8,187

Note 7 — Other Assets

A summary of accrued interest receivable and other assets was as follows:

	June 30, 2019	December 31, 2018
(In Thousands)		

Accrued interest receivable	\$ 6,387	\$ 5,684
Net deferred tax asset	3,137	3,172
Investment in historic development entities	2,016	1,653
Investment in a community development entity	5,826	6,081
Investment in limited partnerships	5,434	4,176
Investment in Trust II	315	315
Fair value of interest rate swaps	16,409	4,637
Prepaid expenses	2,903	2,894
Other assets	9,381	6,039
Total accrued interest receivable and other assets	<u>\$ 51,808</u>	<u>\$ 34,651</u>

Note 8 — Deposits

The composition of deposits is shown below. Average balances represent year to date averages.

	June 30, 2019			December 31, 2018		
	Balance	Average Balance	Average Rate	Balance	Average Balance	Average Rate
	(Dollars in Thousands)					
Non-interest-bearing transaction accounts	\$ 301,914	\$ 255,691	—%	\$ 280,769	\$ 241,529	—%
Interest-bearing transaction accounts	244,608	224,873	1.65	229,612	269,943	0.99
Money market accounts	596,520	574,666	1.87	516,045	491,756	1.09
Certificates of deposit	147,216	162,082	2.45	153,022	94,172	1.70
Wholesale deposits	239,387	259,379	2.19	275,851	302,440	1.95
Total deposits	<u>\$ 1,529,645</u>	<u>\$ 1,476,691</u>	1.63	<u>\$ 1,455,299</u>	<u>\$ 1,399,840</u>	1.11

Note 9 — FHLB Advances, Other Borrowings and Junior Subordinated Notes

The composition of borrowed funds is shown below. Average balances represent year to date averages.

	June 30, 2019			December 31, 2018		
	Balance	Weighted Average Balance	Weighted Average Rate	Balance	Weighted Average Balance	Weighted Average Rate
	(Dollars in Thousands)					
Federal funds purchased	\$ —	\$ —	—%	\$ —	\$ 119	2.43%
FHLB advances	273,500	267,058	2.21	274,500	274,382	2.06
Line of credit	—	—	—	—	3	4.47
Other borrowings	675	675	8.04	675	675	7.94
Subordinated notes payable	23,797	23,781	6.63	23,769	23,739	6.64
Junior subordinated notes	10,040	10,036	10.99	10,033	10,025	11.10
	<u>\$ 308,012</u>	<u>\$ 301,550</u>	2.87	<u>\$ 308,977</u>	<u>\$ 308,943</u>	2.72
Short-term borrowings	\$ 128,500			\$ 136,500		
Long-term borrowings	179,512			172,477		
	<u>\$ 308,012</u>			<u>\$ 308,977</u>		

As of June 30, 2019 and December 31, 2018, the Corporation was in compliance with its debt covenants under its third-party secured senior line of credit. Per the promissory note dated February 19, 2019, the Corporation pays a commitment fee on this line of credit. During the six months ended June 30, 2019 and 2018, the Corporation incurred interest expense due to this fee of \$6,000 and \$7,000, respectively.

Note 10 — Commitments and Contingencies

In the normal course of business, various legal proceedings involving the Corporation are pending. Management, based upon advice from legal counsel, does not anticipate any significant losses as a result of these actions. Management believes that any liability arising from any such proceedings currently existing or threatened will not have a material adverse effect on the Corporation's financial position, results of operations, and cash flows.

The Corporation sells the guaranteed portions of SBA loans, as well as participation interests in other, non-SBA originated loans, to third parties. The Corporation has a continuing involvement in each of the transferred lending arrangements by way of relationship management and servicing the loans, as well as being subject to normal and customary requirements of the SBA loan program and standard representations and warranties related to sold amounts. In the event of a loss resulting from default and a determination by the SBA that there is a deficiency in the manner in which the loan was originated, funded, or serviced by the Corporation, the SBA may require the Corporation to repurchase the loan, deny its liability under the guaranty, reduce the amount of the guaranty, or, if it has already paid under the guaranty, seek recovery of the principal loss related to the deficiency from the Corporation. The Corporation must comply with applicable SBA regulations in order to maintain the guaranty. In addition, the Corporation retains the option to repurchase the sold guaranteed portion of an SBA loan if the loan defaults.

Management has assessed estimated losses inherent in the outstanding guaranteed portions of SBA loans sold in accordance with ASC 450, *Contingencies*, and determined a recourse reserve based on the probability of future losses for these loans to be \$2.1 million at June 30, 2019, which is reported in accrued interest payable and other liabilities on the unaudited Consolidated Balance Sheet.

The summary of the activity in the SBA recourse reserve is as follows:

	As of and for the Six Months Ended	
	June 30, 2019	June 30, 2018
	(In Thousands)	
Balance at the beginning of the period	\$ 2,956	\$ 2,849
SBA recourse provision	594	(196)
Charge-offs, net	(1,482)	(238)
Balance at the end of the period	<u>\$ 2,068</u>	<u>\$ 2,415</u>

Note 11 — Fair Value Disclosures

The Corporation determines the fair values of its financial instruments based on the fair value hierarchy established in ASC Topic 820, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. Fair value is defined as the price that would be received in an orderly transaction that is not a forced liquidation or distressed sale at the measurement date and is based on exit prices. Fair value includes assumptions about risk, such as nonperformance risk in liability fair values, and is a market-based measurement, not an entity-specific measurement. The standard describes three levels of inputs that may be used to measure fair value.

Level 1 — Level 1 inputs are unadjusted quoted prices in active markets for identical assets or liabilities that the Corporation has the ability to access at the measurement date.

Level 2 — Level 2 inputs are inputs, other than quoted prices included with Level 1, that are observable for the asset or liability either directly or indirectly, such as quoted prices for similar assets or liabilities; quoted prices in markets that are not active; or other inputs that are observable or can be corroborated by observable market data for substantially the full term of the assets or liabilities.

Level 3 — Level 3 inputs are supported by little or no market activity and are significant to the fair value of the assets or liabilities.

In instances where the determination of the fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety. The Corporation's assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

Assets and liabilities measured at fair value on a recurring basis, segregated by fair value hierarchy level, are summarized below:

	June 30, 2019			
	Fair Value Measurements Using			Total
	Level 1	Level 2	Level 3	
	(In Thousands)			
Assets:				
Securities available-for-sale:				
U.S. government agency securities - government-sponsored enterprises	\$ —	\$ 1,001	\$ —	\$ 1,001
Municipal securities	—	3,507	—	3,507
Mortgage backed securities - government issued	—	46,354	—	46,354
Mortgage backed securities - government-sponsored enterprises	—	105,867	—	105,867
Other securities	—	2,204	—	2,204
Interest rate swaps	—	16,409	—	16,409
Liabilities:				
Interest rate swaps	—	19,015	—	19,015
	December 31, 2018			
	Fair Value Measurements Using			Total
	Level 1	Level 2	Level 3	
	(In Thousands)			
Assets:				
Securities available-for-sale:				
U.S. government agency securities - government-sponsored enterprises	\$ —	\$ 990	\$ —	\$ 990
Municipal securities	—	5,886	—	5,886
Mortgage backed securities - government issued	—	19,628	—	19,628

Mortgage backed securities - government-sponsored enterprises	—	109,478	—	109,478
Other securities	—	2,376	—	2,376
Interest rate swaps	—	4,637	—	4,637
Liabilities:				
Interest rate swaps	—	4,779	—	4,779

For assets and liabilities measured at fair value on a recurring basis, there were no transfers between the levels during the six months ended June 30, 2019 or the year ended December 31, 2018 related to the above measurements.

Assets and liabilities measured at fair value on a non-recurring basis, segregated by fair value hierarchy are summarized below:

	June 30, 2019			
	Fair Value Measurements Using			Total
	Level 1	Level 2	Level 3	
	(In Thousands)			
Impaired loans	\$ —	\$ —	\$ 21,715	\$ 21,715
Foreclosed properties	—	—	2,660	2,660
Loan servicing rights	—	—	1,253	1,253

	December 31, 2018			
	Fair Value Measurements Using			Total
	Level 1	Level 2	Level 3	
	(In Thousands)			
Impaired loans	\$ —	\$ —	\$ 15,706	\$ 15,706
Foreclosed properties	—	—	2,547	2,547
Loan servicing rights	—	—	1,278	1,278

Impaired loans were written down to the fair value of their underlying collateral less costs to sell of \$21.7 million and \$15.7 million at June 30, 2019 and December 31, 2018, respectively, through the establishment of specific reserves or by recording charge-offs when the carrying value exceeded the fair value of the underlying collateral of impaired loans. Valuation techniques consistent with the market approach, income approach, or cost approach were used to measure fair value. These techniques included observable inputs for the individual impaired loans being evaluated, such as current appraisals, recent sales of similar assets, or other observable market data, and unobservable inputs, typically when discounts are applied to appraisal values to adjust such values to current market conditions or to reflect net realizable values. The quantification of unobservable inputs for Level 3 impaired loan values range from 10% - 50% as of the measurement date of June 30, 2019. The weighted-average of those unobservable inputs was 22%. The majority of the impaired loans are considered collateral dependent loans or are supported by a SBA guaranty.

Foreclosed properties, upon initial recognition, are remeasured and reported at fair value through a charge-off to the allowance for loan and lease losses, if deemed necessary, based upon the fair value of the foreclosed property. The fair value of a foreclosed property, upon initial recognition, is estimated using a market approach based on observable market data, typically a current appraisal, or based upon assumptions specific to the individual property or equipment, such as management applied discounts used to further reduce values to a net realizable value when observable inputs become stale.

Loan servicing rights represent the asset retained upon sale of the guaranteed portion of certain SBA loans. When SBA loans are sold, servicing rights are initially recorded at fair value with the income statement effect recorded in gains on sales of loans. The servicing rights are subsequently measured using the amortization method, which requires amortization into interest income in proportion to, and over the period of, the estimated future net servicing income of the underlying loans.

The Corporation periodically reviews this portfolio for impairment and engages a third-party valuation firm to assess the fair value of the overall servicing rights portfolio. Loan servicing rights do not trade in an active, open market with readily observable prices. While sales of loan servicing rights do occur, the precise terms and conditions typically are not readily available to allow for a “quoted price for similar assets” comparison. Accordingly, the Corporation utilizes an independent valuation from a third party which uses a discounted cash flow model to estimate the fair value of its loan servicing rights. The valuation model incorporates prepayment assumptions to project loan servicing rights cash flows based on the current interest rate scenario, which is then discounted to estimate an expected fair value of the loan servicing rights. The valuation model considers portfolio characteristics of the underlying serviced portion of the SBA loans and uses the following significant unobservable inputs: (1) constant prepayment rate (“CPR”) assumptions based on the SBA sold pools historical CPR as quoted in Bloomberg and (2) a discount rate of 10%. Due to the nature of the valuation inputs, loan servicing rights are classified in Level 3 of the fair value hierarchy.

Fair Value of Financial Instruments

The Corporation is required to disclose estimated fair values for its financial instruments. Fair value estimates, methods, and assumptions, consistent with exit price concepts for fair value measurements, are set forth below:

	June 30, 2019				
	Carrying Amount	Fair Value			
		Total	Level 1	Level 2	Level 3
	(In Thousands)				
Financial assets:					
Cash and cash equivalents	\$ 45,875	\$ 45,877	\$ 39,975	\$ 5,902	\$ —
Securities available-for-sale	158,933	158,933	—	158,933	—
Securities held-to-maturity	34,519	34,981	—	34,981	—
Loans held for sale	4,786	5,265	—	5,265	—
Loans and lease receivables, net	1,700,157	1,698,157	—	—	1,698,157
Federal Home Loan Bank stock	6,720	N/A	N/A	N/A	N/A
Accrued interest receivable	6,387	6,387	6,387	—	—
Interest rate swaps	16,409	16,409	—	16,409	—
Financial liabilities:					
Deposits	1,529,645	1,530,042	1,143,042	387,000	—
Federal Home Loan Bank advances and other borrowings	297,972	297,873	—	297,873	—
Junior subordinated notes	10,040	9,962	—	—	9,962
Accrued interest payable	4,335	4,335	4,335	—	—
Interest rate swaps	19,015	19,015	—	19,015	—
Off-balance sheet items:					
Standby letters of credit	56	56	—	—	56

N/A = The fair value is not applicable due to restrictions placed on transferability

	December 31, 2018				
	Carrying Amount	Fair Value			
		Total	Level 1	Level 2	Level 3
(In Thousands)					
Financial assets:					
Cash and cash equivalents	\$ 86,546	\$ 86,546	\$ 67,246	\$ 19,300	\$ —
Securities available-for-sale	138,358	138,358	—	138,358	—
Securities held-to-maturity	37,731	37,409	—	37,409	—
Loans held for sale	5,287	5,816	—	5,816	—
Loans and lease receivables, net	1,597,230	1,589,323	—	—	1,589,323
Federal Home Loan Bank stock	7,240	N/A	N/A	N/A	N/A
Accrued interest receivable	5,684	5,684	5,684	—	—
Interest rate swaps	4,637	4,637	—	4,637	—
Financial liabilities:					
Deposits	1,455,299	1,453,482	1,026,648	426,834	—
Federal Home Loan Bank advances and other borrowings	298,944	294,127	—	294,127	—
Junior subordinated notes	10,033	9,955	—	—	9,955
Accrued interest payable	3,696	3,696	3,696	—	—
Interest rate swaps	4,779	4,779	—	4,779	—
Off-balance sheet items:					
Standby letters of credit	59	59	—	—	59

N/A = The fair value is not applicable due to restrictions placed on transferability

Disclosure of fair value information about financial instruments, for which it is practicable to estimate that value, is required whether or not recognized in the unaudited Consolidated Balance Sheets. In cases where quoted market prices are not available, fair values are based on estimates using present value or other valuation techniques. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. In that regard, the derived fair value estimates cannot be substantiated by comparison to independent markets and, in many cases, could not be realized in immediate settlement of the instruments. Certain financial instruments and all non-financial instruments are excluded from the disclosure requirements. Accordingly, the aggregate fair value amounts presented do not necessarily represent the underlying value of the Corporation.

Securities: The fair value measurements of investment securities are determined by a third-party pricing service which considers observable data that may include dealer quotes, market spreads, cash flows, the U.S. Treasury yield curve, trade execution data, market consensus prepayment speeds, credit information, and the securities' terms and conditions, among other things. The fair value measurements are subject to independent verification by another pricing source on a quarterly basis to review for reasonableness. Any significant differences in pricing are reviewed with appropriate members of management who have the relevant technical expertise to assess the results. The Corporation has determined that these valuations are classified in Level 2 of the fair value hierarchy. When the independent pricing service does not provide a fair value measurement for a particular security, the Corporation will estimate the fair value based on specific information about each security. Fair values derived in this manner are classified in Level 3 of the fair value hierarchy.

Loans Held for Sale: Loans held for sale, which consist of the guaranteed portions of SBA loans, are carried at the lower of cost or estimated fair value. The estimated fair value is based on what secondary markets are currently offering for portfolios with similar characteristics.

Interest Rate Swaps: The carrying amount and fair value of existing derivative financial instruments are based upon independent valuation models, which use widely accepted valuation techniques, including discounted cash flow analysis on the expected cash flows of each derivative contract. This analysis reflects the contractual terms of the derivatives, including the period to maturity, and uses observable market-based inputs, including interest rate curves and implied volatilities. The Corporation incorporates credit valuation adjustments to appropriately reflect both its own nonperformance risk and the

respective counterparty's nonperformance risk in the fair value measurements. In adjusting the fair value of its derivative contracts for the effect of nonperformance risk, the Corporation considers the impact of netting and any applicable credit enhancements, such as collateral postings, thresholds, mutual puts, and guarantees.

Limitations: Fair value estimates are made at a discrete point in time, based on relevant market information and information about the financial instrument. These estimates do not reflect any premium or discount that could result from offering for sale at one time the Corporation's entire holding of a particular financial instrument. Because no market exists for a significant portion of the Corporation's financial instruments, fair value estimates are based on judgments regarding future expected loss experience, current economic conditions, risk characteristics of various financial instruments, and other factors. These estimates are subjective in nature and involve uncertainties and matters of significant judgment and, therefore, cannot be determined with precision. Changes in assumptions could significantly affect the estimates.

Fair value estimates are based on existing balance sheet financial instruments without attempting to estimate the value of anticipated future business and the value of assets and liabilities that are not considered financial instruments. In addition, the tax ramifications related to the realization of the unrealized gains and losses can have a significant effect on fair value estimates and are not considered in the estimates.

Note 12 — Derivative Financial Instruments

The Corporation offers interest rate swap products directly to qualified commercial borrowers. The Corporation economically hedges client derivative transactions by entering into offsetting interest rate swap contracts executed with a third party. Derivative transactions executed as part of this program are not considered hedging instruments and are marked- to-market through earnings each period. The derivative contracts have mirror-image terms, which results in the positions' changes in fair value offsetting through earnings each period. The credit risk and risk of non-performance embedded in the fair value calculations is different between the dealer counterparties and the commercial borrowers which may result in a difference in the changes in the fair value of the mirror-image swaps. The Corporation incorporates credit valuation adjustments to appropriately reflect both its own non-performance risk and the counterparty's risk in the fair value measurements. When evaluating the fair value of its derivative contracts for the effects of non-performance and credit risk, the Corporation considered the impact of netting and any applicable credit enhancements such as collateral postings, thresholds, and guarantees.

At June 30, 2019, the aggregate amortizing notional value of interest rate swaps with various commercial borrowers was \$237.7 million. The Corporation receives fixed rates and pays floating rates based upon LIBOR on the swaps with commercial borrowers. These interest rate swaps mature between March 2021 and July 2034. Commercial borrower swaps are completed independently with each borrower and are not subject to master netting arrangements. These commercial borrower swaps were reported on the unaudited Consolidated Balance Sheet as a derivative asset of \$16.4 million, included in accrued interest receivable and other assets, and as a derivative liability of \$183,000, included in accrued interest payable and other liabilities. As of June 30, 2019, no interest rate swaps were in default.

At June 30, 2019, the aggregate amortizing notional value of interest rate swaps with dealer counterparties was also \$237.7 million. The Corporation pays fixed rates and receives floating rates based upon LIBOR on the swaps with dealer counterparties. These interest rate swaps mature in March 2021 through July 2034. Dealer counterparty swaps are subject to master netting agreements among the contracts within our Bank and are reported on the unaudited Consolidated Balance Sheet as a net derivative liability of \$16.2 million, included in accrued interest payable and other liabilities. The gross amount of dealer counterparty swaps, without regard to the enforceable master netting agreement, was a gross derivative liability of \$16.4 million and a gross derivative asset of \$183,000. No right of offset existed with dealer counterparty swaps as of June 30, 2019.

All changes in the fair value of these instruments are recorded in other non-interest income. Given the mirror-image terms of the outstanding derivative portfolio, the change in fair value for the three and six months ended June 30, 2019 and 2018 had an insignificant impact on the unaudited Consolidated Statements of Income.

The Corporation also enters into interest rate swaps to manage interest rate risk and reduce the cost of match-funding certain long-term fixed rate loans. These derivative contracts involve the receipt of floating rate interest from a counterparty in exchange for the Corporation making fixed-rate payments over the life of the agreement, without the exchange of the underlying notional value. The instruments are designated as cash flow hedges as the receipt of floating rate interest from the counterparty is used to manage interest rate risk associated with forecasted issuances of short-term FHLB advances. The change in the fair value of these hedging instruments is recorded in accumulated other comprehensive income and is subsequently reclassified into earnings in the period that the hedged transactions affects earnings.

As of June 30, 2019, the aggregate notional value of interest rate swaps designated as cash flow hedges was \$54.0 million. These interest rate swaps mature between December 2021 and December 2027. A pre-tax unrealized loss of \$1.5 million and \$2.5 million was recognized in other comprehensive income for the three and six months ended June 30, 2019, respectively, and there was no ineffective portion of these hedges.

Information about the balance sheet location and fair value of the Corporation's derivative instruments below:

	Interest Rate Swap Contracts			
	Asset Derivatives		Liability Derivatives	
	Balance Sheet Location	Fair Value	Balance Sheet Location	Fair Value
(In Thousands)				
Derivatives not designated as hedging instruments				
June 30, 2019	Accrued interest receivable and other assets	\$ 16,409	Accrued interest payable and other liabilities	\$ 16,409
December 31, 2018	Accrued interest receivable and other assets	\$ 4,637	Accrued interest payable and other liabilities	\$ 4,637
Derivatives designated as hedging instruments				
June 30, 2019	Accumulated other comprehensive income ⁽¹⁾	\$ 2,607	Accrued interest payable and other liabilities	\$ 2,607
December 31, 2018	Accumulated other comprehensive income ⁽¹⁾	\$ 142	Accrued interest payable and other liabilities	\$ 142

(1) The fair value of derivatives designated as hedging instruments included in accumulated other comprehensive income represent pre-tax amounts, which are reported net of tax on the unaudited Consolidated Balance Sheets.

Note 13 — Regulatory Capital

The Corporation and the Bank are subject to various regulatory capital requirements administered by Federal and the State of Wisconsin banking agencies. Failure to meet minimum capital requirements can result in certain mandatory, and possibly additional discretionary actions on the part of regulators, that if undertaken, could have a direct material effect on the Bank's assets, liabilities, and certain off-balance sheet items as calculated under regulatory practices. The Corporation's and the Bank's capital amounts and classifications are also subject to qualitative judgments by the regulators about components, risk weightings, and other factors. The Corporation regularly reviews and updates, when appropriate, its Capital and Liquidity Action Plan, which is designed to help ensure appropriate capital adequacy, to plan for future capital needs, and to ensure that the Corporation serves as a source of financial strength to the Bank. The Corporation's and the Bank's Boards of Directors and management teams adhere to the appropriate regulatory guidelines on decisions which affect their respective capital positions, including but not limited to, decisions relating to the payment of dividends and increasing indebtedness.

As a bank holding company, the Corporation's ability to pay dividends is affected by the policies and enforcement powers of the Board of Governors of the Federal Reserve system (the "Federal Reserve" or "FRB"). Federal Reserve guidance urges financial institutions to strongly consider eliminating, deferring, or significantly reducing dividends if: (i) net income available to common stockholders for the past four quarters, net of dividends previously paid during that period, is not sufficient to fully fund the dividend; (ii) the prospective rate of earnings retention is not consistent with the bank holding company's capital needs and overall current and prospective financial condition; or (iii) the bank holding company will not meet, or is in danger of not meeting, its minimum regulatory capital ratios. Management intends, when appropriate under regulatory guidelines, to consult with the Federal Reserve Bank of Chicago and provide it with information on the Corporation's then-current and prospective earnings and capital position in advance of declaring any cash dividends. As a Wisconsin corporation, the Corporation is subject to the limitations of the Wisconsin Business Corporation Law, which prohibit the Corporation from paying dividends if such payment would: (i) render the Corporation unable to pay its debts as they become due in the usual course of business, or (ii) result in the Corporation's assets being less than the sum of its total liabilities plus the amount needed to satisfy the

preferential rights upon dissolution of any stockholders with preferential rights superior to those stockholders receiving the dividend.

The Bank is also subject to certain legal, regulatory, and other restrictions on their ability to pay dividends to the Corporation. As a bank holding company, the payment of dividends by the Bank to the Corporation is one of the sources of funds the Corporation could use to pay dividends, if any, in the future and to make other payments. Future dividend decisions by the Bank and the Corporation will continue to be subject to compliance with various legal, regulatory, and other restrictions as defined from time to time.

Qualitative measures established by regulation to ensure capital adequacy require the Corporation and the Bank to maintain minimum amounts and ratios of Total Common Equity Tier 1 and Tier 1 capital to risk-weighted assets and of Tier 1 capital to adjusted total assets. These risk-based capital requirements presently address credit risk related to both recorded and off-balance sheet commitments and obligations.

In July 2013, the FRB and the Federal Deposit Insurance Corporation approved the final rules implementing the Basel Committee on Banking Supervision’s capital guidelines for U.S. banks. These rules are applicable to all financial institutions that are subject to minimum capital requirements, including federal and state banks and savings and loan associations, as well as bank and savings and loan holding companies other than “small bank holding companies”. Under the final rules, minimum requirements increased for both the quantity and quality of capital held by the Corporation. The rules include a new Common Equity Tier 1 capital to risk-weighted assets minimum ratio of 4.5%, raise the minimum ratio of Tier 1 capital to risk-weighted assets from 4.0% to 6.0%, require a minimum ratio of Total Capital to risk-weighted assets of 8.0%, and require a minimum Tier 1 leverage ratio of 4.0%. The rules also permit banking organizations with less than \$15 billion in assets to retain, through a one-time election, the past treatment for accumulated other comprehensive income, which did not affect regulatory capital. The Corporation elected to retain this treatment, which reduces the volatility of regulatory capital ratios. A new capital conservation buffer, comprised of Common Equity Tier 1 capital, was also established above the regulatory minimum capital requirements. This capital conservation buffer was phased in beginning January 1, 2016 at 0.625% of risk-weighted assets and increased each subsequent year by an additional 0.625% until reaching its final level of 2.5% on January 1, 2019.

As of June 30, 2019, the Bank’s capital levels remained characterized as well capitalized under the regulatory framework. The following tables summarize the Bank’s capital ratios and the ratios required by its federal regulator:

As of June 30, 2019								
	Actual		Minimum Required for Capital Adequacy Purposes		For Capital Adequacy Purposes Plus Capital Conservation Buffer		Minimum Required to Be Well Capitalized Under Prompt Corrective Action Requirements	
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
(Dollars in Thousands)								
First Business Bank								
Total capital (to risk-weighted assets)	\$ 227,333	11.63%	\$ 156,436	8.00%	\$ 205,322	10.50%	\$ 195,545	10.00%
Tier 1 capital (to risk-weighted assets)	205,445	10.51	117,327	6.00	166,213	8.50	156,436	8.00
Common equity tier 1 capital (to risk-weighted assets)	205,445	10.51	87,995	4.50	136,882	7.00	127,104	6.50
Tier 1 leverage capital (to adjusted assets)	205,445	10.26	80,121	4.00	80,121	4.00	100,151	5.00

As of December 31, 2018

	Actual		Minimum Required for Capital Adequacy Purposes		For Capital Adequacy Purposes Plus Capital Conservation Buffer		Minimum Required to Be Well Capitalized Under Prompt Corrective Action Requirements	
	Amount	Ratio	Amount	Ratio	Amount	Ratio	Amount	Ratio
	(Dollars in Thousands)							
First Business Bank								
Total capital (to risk-weighted assets)	\$ 220,474	11.49%	\$ 153,456	8.00%	\$ 189,422	9.875%	\$ 191,820	10.00%
Tier 1 capital (to risk-weighted assets)	197,093	10.27	115,092	6.00	151,058	7.875	153,456	8.00
Common equity tier 1 capital (to risk-weighted assets)	197,093	10.27	86,319	4.50	122,285	6.375	124,683	6.50
Tier 1 leverage capital (to adjusted assets)	197,093	10.20	77,301	4.00	77,301	4.00	96,626	5.00

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

General

Unless otherwise indicated or unless the context requires otherwise, all references in this Report to the "Corporation," "we," "us," "our," or similar references mean First Business Financial Services, Inc. together with our subsidiary. "FBB" or the "Bank" refers to our subsidiary, First Business Bank.

Forward-Looking Statements

This report may include forward-looking statements as defined in the Private Securities Litigation Reform Act of 1995, which reflect our current views with respect to future events and financial performance. Forward-looking statements are not based on historical information, but rather are related to future operations, strategies, financial results, or other developments. Forward-looking statements are based on management's expectations as well as certain assumptions and estimates made by, and information available to, management at the time the statements are made. Such statements are subject to risks and uncertainties, including among other things:

- Competitive pressures among depository and other financial institutions nationally and in our markets.
- Adverse changes in the economy or business conditions, either nationally or in our markets.
- Increases in defaults by borrowers and other delinquencies.
- Our ability to manage growth effectively, including the successful expansion of our client service, administrative infrastructure, and internal management systems.
- Fluctuations in interest rates and market prices.
- Changes in legislative or regulatory requirements applicable to us and our subsidiary.
- Changes in tax or accounting requirements.
- Fraud, including client and system failure or breaches of our network security, including our internet banking activities.
- Failure to comply with the applicable SBA regulations in order to maintain the eligibility of the guaranteed portion of SBA loans.

These risks could cause actual results to differ materially from what we have anticipated or projected. These risk factors and uncertainties should be carefully considered by our stockholders and potential investors. See Part I, Item 1A — Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2018 for discussion relating to risk factors impacting us. Investors should not place undue reliance on any such forward-looking statements, which speak only as of the date made. The factors described within this Form 10-Q could affect our financial performance and could cause actual results for future periods to differ materially from any opinions or statements expressed with respect to future periods.

Where any such forward-looking statement includes a statement of the assumptions or bases underlying such forward-looking statement, we caution that, while our management believes such assumptions or bases are reasonable and are made in good faith, assumed facts or bases can vary from actual results, and the differences between assumed facts or bases and actual results can be material, depending on the circumstances. Where, in any forward-looking statement, an expectation or belief is expressed as to future results is believed to have a reasonable basis, but there can be no assurance that the statement of expectation or belief will be achieved or accomplished.

We do not intend to, and specifically disclaim any obligation to, update any forward-looking statements.

The following discussion and analysis is intended as a review of significant events and factors affecting our financial condition and results of operations for the periods indicated. The discussion should be read in conjunction with the unaudited Consolidated Financial Statements and the Notes thereto presented in this Form 10-Q.

Overview

We are a registered bank holding company incorporated under the laws of the State of Wisconsin and are engaged in the commercial banking business through our wholly owned banking subsidiary, FBB. All of our operations are conducted through the Bank and its subsidiaries. We operate as a business bank focusing on delivering a full line of commercial banking products and services tailored to meet the specific needs of small- to medium-sized businesses, business owners, executives, professionals, and high net worth individuals. Our products and services include commercial lending, SBA lending and servicing, asset-based lending, equipment financing, factoring, trust and investment services, investment portfolio administrative services, asset/liability management services, treasury management services, and a broad range of deposit products. We do not utilize a branch network to attract retail clients. Our operating philosophy is predicated on deep client relationships fostered by local banking partners and specialized business lines where we provide skilled expertise, combined with the efficiency of centralized administrative functions such as information technology, loan and deposit operations, finance and accounting, credit administration, compliance, and human resources. Our focused model allows experienced staff to provide the level of financial expertise needed to develop and maintain long-term relationships with our clients.

Operational Summary

Results for the three and six months ended June 30, 2019 include:

- Total assets increased to \$2.070 billion as of June 30, 2019 compared to \$1.966 billion as of December 31, 2018.
- Net income for the three months ended June 30, 2019 was \$6.6 million compared to net income of \$3.3 million for the three months ended June 30, 2018. Net income for the six months ended June 30, 2019 was \$12.5 million compared to net income of \$6.9 million for the six months ended June 30, 2018.
- Diluted earnings per common share for the three months ended June 30, 2019 were \$0.75 compared to \$0.38 for the three months ended June 30, 2018. Diluted earnings per common share for the six months ended June 30, 2019 were \$1.43 compared to \$0.79 for the three months ended June 30, 2018.
- Annualized return on average assets (“ROAA”) and annualized return on average equity (“ROAE”) were 1.30% and 14.09%, respectively, for the three month period ended June 30, 2019, compared to 0.70% and 7.59%, respectively, for the same time period in 2018. ROAA and ROAE were 1.25% and 13.89%, respectively, for the six month period ended June 30, 2019 compared to 0.74% and 8.22%, respectively, for the same period in 2018.
- Net interest income was \$16.9 million for the three months ended June 30, 2019 and 2018. Net interest income was \$34.6 million for the six months ended June 30, 2019 compared to \$33.1 million for the six months ended June 30, 2018.
- Top line revenue, the sum of net interest income and non-interest income, increased 8.3% to \$22.7 million for the three months ended June 30, 2019 compared to \$20.9 million for the three months ended June 30, 2018. For the six months ended June 30, 2019, top line revenue increased 7.8% to \$45.0 million compared to \$41.8 million for the six months ended June 30, 2018.
- Net interest margin decreased 25 basis points to 3.52% for the three months ended June 30, 2019 compared to 3.77% for the three months ended June 30, 2018. Net interest margin decreased five basis points to 3.66% for the six months ended June 30, 2019 compared to 3.71% for the six months ended June 30, 2018.
- Efficiency ratio was 67.41% for the three months ended June 30, 2019, compared to 67.07% for the three months ended June 30, 2018. Efficiency ratio was 67.73% for the six months ended June 30, 2019 compared to 67.27% for the same time period in 2018.
- Provision for loan and lease losses was a benefit of \$784,000 for the three months ended June 30, 2019 compared to a provision expense of \$2.6 million for the three months ended June 30, 2018. Provision for loan and lease losses was a benefit of \$736,000 for the six months ended June 30, 2019 compared to a provision expense of \$5.1 million for the same time period in 2018.
- SBA recourse provision was \$113,000 for the three months ended June 30, 2019 compared to \$99,000 for the three months ended June 30, 2018. For the six months ended June 30, 2019, SBA recourse provision was \$594,000 compared to a net benefit of \$196,000 for the six months ended June 30, 2018.
- Relationship-based historic tax credit programs contributed \$446,000, or \$0.05 per share, for the three months ended June 30, 2019 compared to no contribution for the three months ended June 30, 2018. Relationship-based historic tax credit programs contributed \$1.3 million, or \$0.15 per share, for the six months ended June 30, 2019 compared to no contribution for the six months ended June 30, 2018.
- Net recoveries for the three months ended June 30, 2019 were \$154,000 compared to net charge-offs of \$285,000, or 0.07% of average loans and leases annualized, for the three months ended June 30, 2018. Net recoveries for the six months ended June 30, 2019 were \$130,000 compared to net charge-offs of \$2.9 million, or 0.37% of average loans and leases annualized, for the six months ended June 30, 2018.

- Period-end gross loans and leases receivable increased \$102.3 million, or 12.7% annualized, to \$1.720 billion at June 30, 2019 from \$1.618 billion at December 31, 2018.
- Allowance for loan and lease losses as a percentage of gross loans and leases was 1.15% at June 30, 2019 compared to 1.26% at December 31, 2018.
- Non-performing assets were \$28.5 million and 1.38% of total assets at June 30, 2019, compared to \$27.8 million and 1.42% at December 31, 2018 and \$32.6 million and 1.71% at June 30, 2018.
- Non-accrual loans and leases increased by \$563,000, or 2.2%, to \$25.9 million at June 30, 2019 from \$25.3 million at December 31, 2018.
- Period-end in-market deposits increased \$110.8 million, or 18.8% annualized, to \$1.290 billion at June 30, 2019 from \$1.179 billion at December 31, 2018.

Results of Operations

Top Line Revenue

Top line revenue is comprised of net interest income and non-interest income. For the three and six months ended June 30, 2019, top line revenue increased 8.3% and 7.8%, respectively, compared to the same periods in the prior year primarily due to an increase in both the rate and volume of average loans and leases outstanding combined with an increase in commercial loan swap fees. These favorable increases were partially offset by an increase in both the rate paid and volume of average in-market deposits.

The components of top line revenue were as follows:

	For the Three Months Ended June 30,			For the Six Months Ended June 30,		
	2019	2018	Change	2019	2018	Change
	(Dollars in Thousands)					
Net interest income	\$ 16,852	\$ 16,931	(0.5)%	\$ 34,606	\$ 33,132	4.4%
Non-interest income	5,805	3,982	45.8	10,443	8,648	20.8
Total top line revenue	<u>\$ 22,657</u>	<u>\$ 20,913</u>	8.3	<u>\$ 45,049</u>	<u>\$ 41,780</u>	7.8

Annualized Return on Average Assets and Annualized Return on Average Equity

ROAA for the three months ended June 30, 2019 increased to 1.30% compared to 0.70% for the three months ended June 30, 2018. ROAA for the six months ended June 30, 2019 increased to 1.25% compared to 0.74% for the six months ended June 30, 2018. The increase in ROAA can be attributed principally to an increase in earnings as net income increased 79.8% during the same time period. The increase in net income for both periods of comparison was primarily due to a decrease in the provision for loan and lease losses, an increase in commercial loan swap fee income, and the recognition of historic tax credits, net of the corresponding impairment of tax credit investments. ROAA is a critical metric we use to measure the profitability of our organization and how efficiently our assets are deployed. It is a measurement that allows us to better benchmark our profitability to our peers without the need to consider different degrees of leverage that can ultimately influence return on equity measures.

ROAE for the three months ended June 30, 2019 was 14.09% compared to 7.59% for the three months ended June 30, 2018. ROAE for the six months ended June 30, 2019 was 13.89% compared to 8.22% for the six months ended June 30, 2018. The reasons for the increase in ROAE are consistent with the explanations discussed above with respect to ROAA. We view ROAE to be an important measure of profitability and we continue to focus on improving the return to our stockholders by enhancing the overall profitability of our client relationships, controlling expenses, and seeking to minimize credit costs.

Efficiency Ratio

Efficiency ratio is a non-GAAP measure representing non-interest expense excluding the effects of the SBA recourse provision, impairment of tax credit investments, net gains or losses on foreclosed properties, amortization of other intangible assets, and other discrete items, if any, divided by operating revenue, which is equal to net interest income plus non-interest income less net realized gains on securities.

The efficiency ratio was 67.41% and 67.73% for the three and six months ended June 30, 2019 compared to 67.07% and 67.27% for the three and six months ended June 30, 2018. Operating expense for the three months ended June 30, 2019

increased 8.9% while operating revenue increased 8.3%. Similarly, operating expense for the six months ended June 30, 2019 increased 8.6% while operating revenue increased 7.8%. This decrease in efficiency for both periods of comparison was primarily due to an increase in compensation expense. Compensation expense for the three months ended June 30, 2019 was \$10.5 million, an increase of \$1.4 million compared to the same period in 2018. Compensation for the six months ended June 30, 2019 was \$20.7 million, an increase of \$2.5 million compared to the same period in 2018. The increase in compensation expense in both periods of comparison primarily reflects an increase in employees, annual merit increases, and an increase in incentive compensation tied to individual and Company performance. Full-time equivalent employees were 275 at June 30, 2019, compared to 274 at December 31, 2018 and 265 at June 30, 2018. The producers hired over the past 18 months are now generating new business and, as a result, management believes operating revenue will begin to increase at a greater rate than operating expense, generating positive operating leverage and moving the efficiency ratio toward the Company's long-term operating goal of 58%-62%.

We believe the efficiency ratio allows investors and analysts to better assess the Corporation's operating expenses in relation to its operating revenue by removing the volatility that is associated with certain non-recurring or discrete items. The efficiency ratio also allows management to benchmark performance of our model to our peers without the influence of the loan loss provision and tax considerations, which will ultimately influence other traditional financial measurements, including ROAA and ROAE. The information provided below reconciles the efficiency ratio to its most comparable GAAP measure.

Please refer to both the **Non-Interest Income and Non-Interest Expense** sections below for discussion on the primary drivers of the year-over-year improvement in the efficiency ratio.

	For the Three Months Ended June 30,				For the Six Months Ended June 30,			
	2019	2018	\$ Change	% Change	2019	2018	\$ Change	% Change
	(Dollars in Thousands)							
Total non-interest expense	\$ 17,464	\$ 14,467	\$ 2,997	20.7 %	\$ 35,206	\$ 28,374	\$ 6,832	24.1 %
Less:								
Net gain on foreclosed properties	(21)	—	(21)	NM	(21)	—	(21)	NM
Amortization of other intangible assets	11	12	(1)	(8.3)	21	24	(3)	(12.5)
SBA recourse provision (benefit)	113	99	14	14.1	594	(196)	790	(403.1)
Impairment of tax credit investments	2,088	329	1,759	534.7	4,102	442	3,660	828.1
Total operating expense	\$ 15,273	\$ 14,027	\$ 1,246	8.9	\$ 30,510	\$ 28,104	\$ 2,406	8.6
Net interest income	\$ 16,852	\$ 16,931	\$ (79)	(0.5)	\$ 34,606	\$ 33,132	\$ 1,474	4.4
Total non-interest income	5,805	3,982	1,823	45.8	10,443	8,648	1,795	20.8
Total operating revenue	\$ 22,657	\$ 20,913	\$ 1,744	8.3	\$ 45,049	\$ 41,780	\$ 3,269	7.8
Efficiency ratio	67.41%	67.07%			67.73%	67.27%		

Net Interest Income

Net interest income levels depend on the amount of and yield on interest-earning assets as compared to the amount of and rate paid on interest-bearing liabilities. Net interest income is sensitive to changes in market rates of interest and the asset/liability management processes to prepare for and respond to such changes.

The following table provides information with respect to (1) the change in net interest income attributable to changes in rate (changes in rate multiplied by prior volume) and (2) the change in net interest income attributable to changes in volume (changes in volume multiplied by prior rate) for the three and six months ended June 30, 2019 compared to the same period in 2018. The change in net interest income attributable to changes in rate and volume (changes in rate multiplied by changes in volume) has been allocated to the rate and volume changes in proportion to the relationship of the absolute dollar amounts of the change in each.

	Increase (Decrease) for the Three Months Ended June 30,			Increase (Decrease) for the Six Months Ended June 30,		
	2019 Compared to 2018			2019 Compared to 2018		
	Rate	Volume	Net	Rate	Volume	Net
	(In Thousands)					
Interest-earning assets						
Commercial real estate and other mortgage loans ⁽¹⁾	\$ 657	\$ 834	\$ 1,491	\$ 2,180	\$ 1,659	\$ 3,839
Commercial and industrial loans ⁽¹⁾	127	1,003	1,130	1,823	1,443	3,266
Direct financing leases ⁽¹⁾	8	3	11	7	27	34
Consumer and other loans ⁽¹⁾	22	7	29	27	41	68
Total loans and leases receivable	814	1,847	2,661	4,037	3,170	7,207
Mortgage-related securities	98	151	249	246	255	501
Other investment securities	17	(29)	(12)	35	(60)	(25)
FHLB and FRB Stock	89	(69)	20	71	(10)	61
Short-term investments	56	(133)	(77)	215	(159)	56
Total net change in income on interest-earning assets	1,074	1,767	2,841	4,604	3,196	7,800
Interest-bearing liabilities						
Transaction accounts	461	(100)	361	1,083	(259)	824
Money market accounts	1,463	320	1,783	3,100	355	3,455
Certificates of deposit	318	468	786	693	812	1,505
Wholesale deposits	253	(134)	119	523	(291)	232
Total deposits	2,495	554	3,049	5,399	617	6,016
FHLB advances	874	(1,001)	(127)	347	(33)	314
Other borrowings	5	(7)	(2)	2	(6)	(4)
Junior subordinated notes	—	—	—	(1)	1	—
Total net change in expense on interest-bearing liabilities	3,374	(454)	2,920	5,747	579	6,326
Net change in net interest income	\$ (2,300)	\$ 2,221	\$ (79)	\$ (1,143)	\$ 2,617	\$ 1,474

(1) Includes non-accrual loans and leases and loans held for sale.

The table below shows our average balances, interest, average yields/rates, net interest margin, and the spread between the combined average yields earned on interest-earning assets and average rates on interest-bearing liabilities for the three and six months ended June 30, 2019 and 2018. The average balances are derived from average daily balances.

	For the Three Months Ended June 30,					
	2019			2018		
	Average Balance	Interest	Average Yield/Rate ⁽⁴⁾	Average Balance	Interest	Average Yield/Rate ⁽⁴⁾
(Dollars in Thousands)						
Interest-earning assets						
Commercial real estate and other mortgage loans ⁽¹⁾	\$ 1,139,036	\$ 14,755	5.18%	\$ 1,073,326	\$ 13,264	4.94%
Commercial and industrial loans ⁽¹⁾	493,093	8,477	6.88	434,657	7,347	6.76
Direct financing leases ⁽¹⁾	31,610	324	4.10	31,284	313	4.00
Consumer and other loans ⁽¹⁾	30,555	348	4.56	29,914	319	4.27
Total loans and leases receivable ⁽¹⁾	1,694,294	23,904	5.64	1,569,181	21,243	5.42
Mortgage-related securities ⁽²⁾	161,827	1,024	2.53	136,982	775	2.26
Other investment securities ⁽³⁾	28,723	151	2.10	34,391	163	1.90
FHLB and FRB stock	6,875	86	5.00	8,392	66	3.15
Short-term investments	22,570	144	2.55	45,473	221	1.94
Total interest-earning assets	1,914,289	25,309	5.29	1,794,419	22,468	5.01
Non-interest-earning assets	110,516			94,923		
Total assets	\$ 2,024,805			\$ 1,889,342		
Interest-bearing liabilities						
Transaction accounts	\$ 234,241	989	1.69	\$ 272,840	628	0.92
Money market accounts	593,431	2,850	1.92	474,943	1,067	0.90
Certificates of deposit	164,537	1,025	2.49	71,994	239	1.33
Wholesale deposits	251,060	1,394	2.22	278,496	1,275	1.83
Total interest-bearing deposits	1,243,269	6,258	2.01	1,098,273	3,209	1.17
FHLB advances	266,137	1,511	2.27	322,791	1,637	2.03
Other borrowings	24,463	411	6.72	24,889	414	6.65
Junior subordinated notes	10,038	277	11.04	10,023	277	11.05
Total interest-bearing liabilities	1,543,907	8,457	2.19	1,455,976	5,537	1.52
Non-interest-bearing demand deposit accounts	254,177			240,352		
Other non-interest-bearing liabilities	40,110			19,752		
Total liabilities	1,838,194			1,716,080		
Stockholders' equity	186,611			173,262		
Total liabilities and stockholders' equity	\$ 2,024,805			\$ 1,889,342		
Net interest income		\$ 16,852			\$ 16,931	
Interest rate spread			3.10%			3.49%
Net interest-earning assets	\$ 370,382			\$ 338,443		
Net interest margin			3.52%			3.77%
Average interest-earning assets to average interest-bearing liabilities	123.99%			123.25%		
Return on average assets ⁽⁴⁾	1.30			0.70		
Return on average equity ⁽⁴⁾	14.09			7.59		
Average equity to average assets	9.22			9.17		
Non-interest expense to average assets ⁽⁴⁾	3.45			3.06		

(1) The average balances of loans and leases include non-accrual loans and leases and loans held for sale. Interest income related to non-accrual loans and leases is recognized when collected. Interest income includes net loan fees collected in lieu of interest.

(2) Includes amortized cost basis of assets available-for-sale and held-to-maturity.

(3) Yields on tax-exempt municipal securities are not presented on a tax-equivalent basis in this table.

(4) Represents annualized yields/rates.

	For the Six Months Ended June 30,					
	2019			2018		
	Average Balance	Interest	Average Yield/Rate ⁽⁴⁾	Average Balance	Interest	Average Yield/Rate ⁽⁴⁾
(Dollars in Thousands)						
Interest-earning assets						
Commercial real estate and other mortgage loans ⁽¹⁾	\$ 1,126,449	\$ 29,444	5.23%	\$ 1,060,112	\$ 25,605	4.83%
Commercial and industrial loans ⁽¹⁾	479,644	17,315	7.22	437,061	14,049	6.43
Direct financing leases ⁽¹⁾	31,927	651	4.08	30,582	617	4.04
Consumer and other loans ⁽¹⁾	31,491	701	4.45	29,639	633	4.27
Total loans and leases receivable ⁽¹⁾	1,669,511	48,111	5.76	1,557,394	40,904	5.25
Mortgage-related securities ⁽²⁾	153,981	1,963	2.55	132,546	1,462	2.21
Other investment securities ⁽³⁾	29,423	307	2.09	35,386	332	1.88
FHLB and FRB stock	6,965	175	5.03	7,559	114	3.02
Short-term investments	33,818	433	2.56	51,349	377	1.47
Total interest-earning assets	1,893,698	50,989	5.39	1,784,234	43,189	4.84
Non-interest-earning assets	103,196			91,853		
Total assets	\$ 1,996,894			\$ 1,876,087		
Interest-bearing liabilities						
Transaction accounts	\$ 224,873	1,860	1.65	\$ 285,216	1,036	0.73
Money market accounts	574,666	5,373	1.87	494,779	1,918	0.78
Certificates of deposit	162,082	1,983	2.45	76,424	478	1.25
Wholesale deposits	259,379	2,838	2.19	289,614	2,606	1.80
Total interest-bearing deposits	1,221,000	12,054	1.97	1,146,033	6,038	1.05
FHLB advances	267,058	2,955	2.21	270,445	2,641	1.95
Other borrowings	24,456	822	6.72	24,647	826	6.70
Junior subordinated notes	10,036	552	11.00	10,022	552	11.02
Total interest-bearing liabilities	1,522,550	16,383	2.15	1,451,147	10,057	1.39
Non-interest-bearing demand deposit accounts	255,691			234,487		
Other non-interest-bearing liabilities	39,017			21,643		
Total liabilities	1,817,258			1,707,277		
Stockholders' equity	179,636			168,810		
Total liabilities and stockholders' equity	\$ 1,996,894			\$ 1,876,087		
Net interest income		\$ 34,606			\$ 33,132	
Interest rate spread			3.23%			3.45%
Net interest-earning assets	\$ 371,148			\$ 333,087		
Net interest margin			3.66%			3.71%
Average interest-earning assets to average interest-bearing liabilities	124.38%			122.95%		
Return on average assets ⁽⁴⁾	1.25			0.74		
Return on average equity ⁽⁴⁾	13.89			8.22		
Average equity to average assets	9.00			9.00		
Non-interest expense to average assets	3.53			3.02		

(1) The average balances of loans and leases include non-accrual loans and leases and loans held for sale. Interest income related to non-accrual loans and leases is recognized when collected. Interest income includes net loan fees collected in lieu of interest.

(2) Includes amortized cost basis of assets available-for-sale and held-to-maturity.

(3) Yields on tax-exempt municipal obligations are not presented on a tax-equivalent basis in this table.

(4) Represents annualized yields/rates.

Comparison of Net Interest Income for the Three and Six Months Ended June 30, 2019 and 2018

Net interest income decreased \$79,000, or 0.5%, during the three months ended June 30, 2019 compared to the three months ended June 30, 2018. The decrease in net interest income was principally due to net interest margin compression combined with a moderate decrease in loan fees received in lieu of interest, partially offset by an increase in average loans and leases outstanding. Fees collected in lieu of interest were \$1.2 million for the three months ended June 30, 2019 compared to \$1.4 million for the three months ended June 30, 2018. Excluding fees collected in lieu of interest, net interest income increased \$182,000, or 1.2%, compared to the three months ended June 30, 2018. Average gross loans and leases for the three months ended June 30, 2019 increased \$125.1 million, or 8.0%, compared to the three months ended June 30, 2018. Net interest income for the six months ended June 30, 2019 increased \$1.5 million, or 4.4%, compared to the six months ended June 30, 2018. The increase in net interest income was principally due to an increase in loan fees received in lieu of interest combined with an increase in average loans and leases outstanding, partially offset by net interest margin compression resulting from the rate paid on average in-market deposits increasing more than the yield on average interest-earning assets. Fees collected in lieu of interest were \$3.4 million for the six months ended June 30, 2019 compared to \$2.4 million for the six months ended June 30, 2018. Excluding fees collected in lieu of interest, net interest income increased \$471,000, or 1.5%, compared to the six months ended June 30, 2018. Average gross loans and leases for the six months ended June 30, 2019 increased \$112.1 million, or 7.2%, compared to the six months ended June 30, 2018. Excluding fees in lieu of interest, net interest income in both periods of comparison was negatively impacted by an increase in both the rate paid and volume of average in-market deposits.

The yield on average loans and leases for the three and six months ended June 30, 2019 improved to 5.64% and 5.76%, respectively, compared to 5.42% and 5.25% for the three and six months ended June 30, 2018, respectively. The increase in yield for both periods of comparison was primarily due to the 2018 increase in short-term market rates, disciplined loan pricing, and proportionately greater growth from our higher yielding specialty finance businesses. The yield on average loans and leases for six months ended June 30, 2019 also benefited from above average fees collected in lieu of interest. Excluding fees collected in lieu of interest, the yield on average loans and leases for the three and six months ended June 30, 2019 was 5.37% and 5.36%, respectively, compared to 5.05% and 4.95% for the three and six months ended June 30, 2018, respectively. Similarly, the yield on average interest-earning assets for the three and six months ended June 30, 2019 improved to 5.29% and 5.39%, respectively, compared to 5.01% and 4.84% for the three and six months ended June 30, 2018, respectively. Excluding fees collected in lieu of interest, the yield on average interest-earning assets for the three and six months ended June 30, 2019 was 5.05% and 5.03%, respectively, compared to 4.69% and 4.57% for the three and six months ended June 30, 2018, respectively.

The average rate paid on total interest-bearing liabilities for the three and six months ended June 30, 2019 increased to 2.19% and 2.15%, respectively, compared to 1.52% and 1.39% for the three and six months ended June 30, 2018, respectively. Total interest-bearing liabilities include interest-bearing deposits, federal funds purchased, FHLB advances, subordinated and junior subordinated notes payable, and other borrowings.

The average rate paid on total in-market deposits - comprised of all transaction accounts, money market accounts, and non-wholesale deposits - for the three and six months ended June 30, 2019 increased to 1.56% and 1.51%, respectively, up from 0.73% and 0.63% for the three and six months end June 30, 2018, respectively. Average total in-market deposits increased \$186.3 million, or 17.6%, and \$126.4 million, or 11.6%, for the three and six months ended June 30, 2019, respectively, compared to the same periods in the prior year. The average rate paid on total in-market deposits increased in both periods of comparison primarily due to competitive deposit pricing pressure.

Consistent with the Corporation's longstanding funding strategy to manage interest rate risk and use the most efficient and cost effective source of wholesale funds, a combination of fixed rate wholesale deposits and fixed rate FHLB advances are used at various maturity terms to meet the Corporation's funding needs. Average FHLB advances for the three months ended June 30, 2019 decreased \$56.7 million to \$266.1 million at an average rate paid of 2.27%, compared to \$322.8 million at an average rate paid of 2.03% for the three months ended June 30, 2018. Average FHLB advances for the six months ended June 30, 2019 decreased \$3.4 million to \$267.1 million at an average rate paid of 2.21%, compared to \$270.4 million at an average rate paid of 1.95% for the six months ended June 30, 2018. As of June 30, 2019, the weighted average original maturity of our FHLB term advances was 3.9 years. Average wholesale deposits, consisting of brokered certificates of deposit and deposits gathered from internet listing services, for the three months ended June 30, 2019 decreased \$27.4 million to \$251.1 million at an average rate paid of 2.22%, compared to \$278.5 million at an average rate paid of 1.83%. Average wholesale deposits, consisting of brokered certificates of deposit and deposits gathered from internet listing services, for the six months ended June 30, 2019 decreased \$30.2 million to \$259.4 million at an average rate paid of 2.19%, compared to \$289.6 million at an average rate paid of 1.80%. As of June 30, 2019, the weighted average original maturity of our wholesale deposits was 4.9 years.

The average rate paid on total Bank funding for the three and six months ended June 30, 2019 increased to 1.76% and 1.72%, respectively, compared to 1.17% and 1.05% for the three and six months ended June 30, 2018, respectively. Total bank funding is defined as total deposits plus FHLB advances.

Net interest margin decreased 25 basis points to 3.52% for the three months ended June 30, 2019 compared to 3.77% for the three months ended June 30, 2018. The decrease was primarily due to an increase in both the rate paid and volume of in-market deposits and a moderate decrease in fees collected in lieu of interest. These unfavorable variances were partially offset by a reduction in wholesale funding, consisting of wholesale deposits and FHLB advances, and an increase in the securities portfolio and loan portfolio yields. Net interest margin decreased five basis points to 3.66% for the six months ended June 30, 2019 compared to 3.71% for the six months ended June 30, 2018. The decrease for the six months ended was primarily due to an increase in both the rate paid and volume of in-market deposits, partially offset by an increase in fees collected in lieu of interest, a reduction in wholesale funding, and an increase in the securities portfolio yield.

Management believes its success in managing funding costs and profitably increasing loan balances will allow the Corporation to continue to maintain a net interest margin of 3.50% or better. However, the collection of loan fees in lieu of interest is an expected source of volatility to quarterly net interest income and net interest margin, particularly given the nature of the Corporation's asset-based lending business. Net interest margin may also experience volatility due to events such as the collection of interest on loans previously in non-accrual status or the accumulation of significant short-term deposit inflows.

Provision for Loan and Lease Losses

We determine our provision for loan and lease losses based upon credit risk and other subjective factors pursuant to our allowance for loan and lease loss methodology, the magnitude of current and historical net charge-offs recorded in the period, and the amount of reserves established for impaired loans that present collateral shortfall positions. Refer to the section titled **Allowance for Loan and Lease Losses**, below, for further information regarding our allowance for loan and lease loss methodology.

We recorded a provision for loan and lease loss benefit of \$784,000 and \$736,000 for the three and six months ended June 30, 2019, respectively, compared to an expense of \$2.6 million and \$5.1 million for the three and six months ended June 30, 2018, respectively. The decrease in provision for both periods of comparison was principally driven by a net reduction in specific reserves due to improved collateral values, a decrease in net charge-offs, and a net reduction in historic loss rates, partially offset by an increase in provision related to loan growth. Net recoveries were \$154,000 and \$130,000 for the three and six months ended June 30, 2019, compared to net charge-offs of \$285,000 and \$2.9 million for the three and six months ended June 30, 2018.

While it was not a material source of provision for loan and lease losses during the three and six months ended June 30, 2019, the legacy on-balance sheet SBA portfolio, defined as outstanding SBA loans originated prior to 2017, has been a source of elevated non-performing assets. As of June 30, 2019, total on-balance sheet legacy loans were \$40.3 million, compared to \$39.3 million and \$46.0 million at December 31, 2018 and June 30, 2018, respectively. Total performing on-balance sheet legacy loans were \$23.4 million at June 30, 2019, down from \$26.3 million and \$37.0 million at December 31, 2018 and June 30, 2018, respectively. Legacy on-balance sheet SBA loans increased during the second quarter of 2019 primarily due to repurchase activity resulting in a \$2.5 million net increase in sold loans previously identified as impaired.

New specific reserves are established on impaired loans when collateral shortfalls or government guaranty deficiencies are present, while conversely specific reserves are released when previously established reserves are no longer required. Changes in the allowance for loan and lease losses due to subjective factor changes reflect management's evaluation of the level of risk within the portfolio based upon several factors for each portfolio segment. Charge-offs in excess of previously established specific reserves require an additional provision for loan and lease losses to maintain the allowance for loan and lease losses at a level deemed appropriate by management. This amount is net of the release of any specific reserve that may have already been provided. Change in the inherent risk of the portfolio is primarily influenced by the overall growth in gross loans and leases and an analysis of loans previously charged off, as well as movement of existing loans and leases in and out of an impaired loan classification where a specific evaluation of a particular credit may be required rather than the application of a general reserve loss rate. Refer to the section titled **Asset Quality**, below, for further information regarding the overall credit quality of our loan and lease portfolio.

Comparison of Non-Interest Income for the Three and Six Months Ended June 30, 2019 and 2018

Non-Interest Income

Non-interest income primarily consists of fees earned for trust and investment services, gains on sale of SBA loans, service charges on deposits, loan fee income, and commercial loan interest rate swap fee income. For the three months ended June 30, 2019 non-interest income increased by \$1.8 million, or 45.8%, to \$5.8 million from \$4.0 million for the same period in 2018. For the six months ended June 30, 2019 non-interest income increased by \$1.8 million, or 20.8%, to \$10.4 million from \$8.6 million for the same period in 2018.

Management continues to focus on revenue growth from multiple non-interest income sources in order to maintain a diversified revenue stream through greater contribution from fee-based revenues. Total non-interest income accounted for 25.6% and 23.2% of our total revenues for the three and six months ended June 30, 2019, respectively, compared to 19.0% and 20.7% for the three and six months ended June 30, 2018, respectively. Management believes the expected gradual expansion of our SBA lending program combined with the geographic expansion of our high-performing trust and investments division will allow us to achieve our strategic target of 25%.

The components of non-interest income were as follows:

	For the Three Months Ended June 30,				For the Six Months Ended June 30,			
	2019	2018	\$ Change	% Change	2019	2018	\$ Change	% Change
	(Dollars in Thousands)							
Trust and investment services fee income	\$ 2,138	\$ 1,987	\$ 151	7.6%	\$ 4,065	\$ 3,884	\$ 181	4.7 %
Gain on sale of SBA loans	297	274	23	8.4	539	543	(4)	(0.7)
Service charges on deposits	743	720	23	3.2	1,520	1,504	16	1.1
Loan fees	464	389	75	19.3	877	917	(40)	(4.4)
Increase in cash surrender value of bank-owned life insurance	297	297	—	—	589	589	—	—
Commercial loan swap fees	1,051	70	981	1,401.4	1,523	703	820	116.6
Other non-interest income	815	245	570	232.7	1,330	508	822	161.8
Total non-interest income	\$ 5,805	\$ 3,982	\$ 1,823	45.8	\$ 10,443	\$ 8,648	\$ 1,795	20.8
Fee income ratio ⁽¹⁾	25.6%	19.0%			23.2%	20.7%		

(1) Fee income ratio is non-interest income divided by top line revenue (defined as net interest income plus non-interest income).

Trust and investment services fee income increased \$151,000, or 7.6%, and \$181,000, or 4.7%, for the three and six months ended June 30, 2019, respectively, compared to the three and six months ended June 30, 2018. This increase was driven by growth in assets under management and administration attributable to both new client relationships and increased market values. As of June 30, 2019, trust assets under management and administration totaled a record \$1.755 billion, increasing \$124.7 million, or 15.2% annualized, compared to \$1.630 billion as of December 31, 2018 and increasing \$109.6 million, or 6.7%, compared to \$1.645 billion as of June 30, 2018.

Loan fees for the three and six months ended June 30, 2019 totaled \$464,000 and \$877,000, respectively, compared to \$389,000 and \$917,000 for the three and six months ended June 30, 2018, respectively. The increase for the three months ended comparison was primarily due to an increase in audit fee income associated with our asset-based lending subsidiary and loan application fees related to our equipment finance vendor program.

Commercial loan interest rate swap fee income was \$1.1 million and \$1.5 million for the three and six months ended June 30, 2019, respectively, compared to \$70,000 and \$703,000 for the three and six months ended June 30, 2018, respectively. Interest rate swaps continue to be an attractive product for the Bank's commercial borrowers, though associated fee income can be variable, period to period, based on client demand and the interest rate environment in any given quarter.

Other non-interest income for the three and six months ended June 30, 2019 totaled \$815,000 and \$1.3 million, respectively, compared to \$245,000 and \$508,000 for three and six months ended June 30, 2018, respectively. The increase for both periods of comparison was primarily due to a higher quarterly allocation of net income from the Corporation's equity

investments in two mezzanine funds and gains recognized on end-of-term buyout agreements related to the Company's equipment financing business line.

Gains on sale of SBA loans for the three and six months ended June 30, 2019 totaled \$297,000 and \$539,000, respectively, compared to \$274,000 and \$543,000 for the three and six months ended June 30, 2018, respectively.

Comparison of Non-Interest Expense for the Three and Six Months Ended June 30, 2019 and 2018

Non-Interest Expense

The components of non-interest expense were as follows:

	For the Three Months Ended June 30,				For the Six Months Ended June 30,			
	2019	2018	\$ Change	% Change	2019	2018	\$ Change	% Change
	(Dollars in Thousands)							
Compensation	\$ 10,503	\$ 9,116	\$ 1,387	15.2 %	\$ 20,667	\$ 18,187	\$ 2,480	13.6 %
Occupancy	559	544	15	2.8	1,149	1,073	76	7.1
Professional fees	784	928	(144)	(15.5)	1,994	1,963	31	1.6
Data processing	689	626	63	10.1	1,269	1,236	33	2.7
Marketing	581	591	(10)	(1.7)	1,063	925	138	14.9
Equipment	272	343	(71)	(20.7)	661	686	(25)	(3.6)
Computer software	827	679	148	21.8	1,626	1,420	206	14.5
FDIC insurance	302	369	(67)	(18.2)	595	668	(73)	(10.9)
Collateral liquidation costs	89	222	(133)	(59.9)	(1)	223	(224)	(100.4)
Net gain on foreclosed properties	(21)	—	(21)	NM	(21)	—	(21)	NM
Impairment on tax credit investments	2,088	329	1,759	534.7	4,102	442	3,660	828.1
SBA recourse provision	113	99	14	14.1	594	(196)	790	(403.1)
Other non-interest expense	678	621	57	9.2	1,508	1,747	(239)	(13.7)
Total non-interest expense	\$ 17,464	\$ 14,467	\$ 2,997	20.7	\$ 35,206	\$ 28,374	\$ 6,832	24.1
Total operating expense ⁽¹⁾	\$ 15,273	\$ 14,027			\$ 30,510	\$ 28,104		
Compensation expense to total operating expense	68.77%	64.99%			67.74%	64.71%		
Full-time equivalent employees	275	265			275	265		

(1) Total operating expense represents total non-interest expense, adjusted to exclude the impact of discrete items as previously defined in the non-GAAP efficiency ratio calculation, above.

Non-interest expense for the three months ended June 30, 2019 increased by \$3.0 million, or 20.7%, to \$17.5 million compared to \$14.5 million for the same period in 2018. The increase in non-interest expense was primarily due to an increase in compensation, computer software, impairment on tax credit investments, and SBA recourse provision, partially offset by a decrease in other general and administrative categories.

Compensation expense for the three months ended June 30, 2019 was \$10.5 million, an increase of \$1.4 million compared to the three months ended June 30, 2018. The increase in compensation expense reflects an increase in employees, annual merit increases, and an increase in incentive compensation tied to individual and corporate performance. Full-time equivalent employees were 275 at June 30, 2019, compared to 274 at December 31, 2018 and 265 at June 30, 2018.

During the three months ended June 30, 2019, the Corporation recognized \$2.0 million in expense due to the impairment of an in-market federal historic tax credit investment, which corresponded with the recognition of a \$2.4 million in tax credits during the quarter. Management intends to continue actively pursuing in-market tax credit opportunities throughout 2019 and beyond.

SBA recourse provision totaled \$113,000 for the three months ended June 30, 2019 compared to \$99,000 for the three months ended June 30, 2018. The total recourse reserve balance was \$2.1 million, or 2.7% of total sold SBA loans outstanding,

at June 30, 2019, compared to \$3.0 million, or 3.6%, at December 31, 2018, and \$2.4 million, or 2.7%, at June 30, 2018. Total sold legacy SBA loans at June 30, 2019 were \$56.5 million, compared to \$62.0 million and \$77.5 million at December 31, 2018 and June 30, 2018, respectively. Total performing sold legacy SBA loans were \$44.4 million at June 30, 2019, compared to \$49.0 million and \$65.5 million at December 31, 2018 and June 30, 2018, respectively. Changes to SBA recourse reserves may be a source of non-interest expense volatility in future quarters, though the magnitude of this volatility should diminish over time as the outstanding balance of sold legacy SBA loans continues to decline.

Computer software expense for the three months ended June 30, 2019 was \$827,000, an increase of \$148,000, or 21.8%, compared to the three months ended June 30, 2018. The increase in computer software expense was primarily due to investments in software as a service related to sales management, lead generation, and cyber-security.

Expense management and strategic investments are critical components of our growth strategy and our culture, from our limited branch network and unique funding model, to our investments in talent and technology. We continue to make investments that enhance our business and our ability to serve current and prospective clients in a secure and efficient manner, while being mindful to align our operating costs with revenue expectations.

Income Taxes

Income tax was a benefit of \$1.9 million for the six months ended June 30, 2019 compared to income tax expense of \$1.4 million for the six months ended June 30, 2018. The income tax benefit for the six months ended June 30, 2019 primarily reflects the recognition of \$5.3 million in federal historic tax credits, which corresponded with the \$3.9 million impairment of relationship-based federal historic tax credit investments during the same time period. The effective tax rate for the six months ended June 30, 2019, excluding these discrete items, was 22.8%. For 2019, the Company expects to report an effective tax rate of 21%-23%, excluding discrete items. Management intends to continue actively pursuing in-market historic tax credit opportunities throughout 2019 and beyond.

Generally, the provision for income taxes is determined by applying an estimated annual effective income tax rate to income before taxes and adjusting for discrete items. The rate is based on the most recent annualized forecast of pre-tax income, book versus tax differences and tax credits, if any. If we conclude that a reliable estimated annual effective tax rate cannot be determined, the actual effective tax rate for the year-to-date period may be used. We re-evaluate the income tax rates each quarter. Therefore, the current projected effective tax rate for the entire year may change.

Financial Condition

General

Total assets increased by \$103.8 million, or 5.3%, to \$2.070 billion as of June 30, 2019 compared to \$1.966 billion at December 31, 2018. The increase in total assets was primarily driven by growth in our loan and lease portfolio and securities portfolio, partially offset by a decrease in cash and cash equivalents.

Short-Term Investments

Short-term investments decreased by \$39.1 million, or 61.8%, to \$24.1 million at June 30, 2019 from \$63.2 million at December 31, 2018. Our short-term investments primarily consist of interest-bearing deposits held at the FRB and commercial paper. We value the safety and soundness provided by the FRB and therefore incorporate short-term investments in our on-balance sheet liquidity program. As of June 30, 2019, our total investment in commercial paper was \$5.9 million as compared to \$19.3 million at December 31, 2018. We approach our decisions to purchase commercial paper with similar rigor and underwriting standards as applied to our loan and lease portfolio. The original maturities of the commercial paper are usually 60 days or less and provide an attractive yield in comparison to other short-term alternatives. These investments also assist us in maintaining a shorter duration of our overall investment portfolio which we believe is necessary to be in a position to benefit from an anticipated change in the yield curve level and shape. In general, the level of our short-term investments will be influenced by the timing of deposit gathering, scheduled maturities of wholesale deposits, funding of loan and lease growth when opportunities are presented, and the level of our securities portfolio. Please refer to the section titled **Liquidity and Capital Resources** for further discussion.

Securities

Total securities, including available-for-sale and held-to-maturity, increased by \$17.4 million, or 9.9%, to \$193.5 million at June 30, 2019 compared to \$176.1 million at December 31, 2018. During the six months ended June 30, 2019, due to declining interest rates, we recognized unrealized gains of \$3.2 million before income taxes through other comprehensive income. As of June 30, 2019 and December 31, 2018, our overall securities portfolio, including available-for-sale securities and held-to-maturity securities, had an estimated weighted-average expected maturity of 4.8 years and 4.1 years, respectively. Generally, our investment philosophy remains as stated in our most recent Annual Report on Form 10-K.

We use a third-party pricing service as our primary source of market prices for our securities portfolio. On a quarterly basis, we validate the reasonableness of prices received from this source through independent verification, data integrity validation primarily through comparison of current price to an expectation-based analysis of movement in prices based upon the changes in the related yield curves, and other market factors. No securities within our portfolio were deemed to be other-than-temporarily impaired as of June 30, 2019. No securities were sold during the six months ended June 30, 2019.

Loans and Leases Receivable

Loans and leases receivable, net of allowance for loan and lease losses, increased by \$102.9 million, or 6.4%, to \$1.700 billion at June 30, 2019 from \$1.597 billion at December 31, 2018. As of June 30, 2019, commercial and industrial (“C&I”) loans were a significant contributor to loan growth increasing \$48.1 million to \$510.4 million from \$462.3 million at December 31, 2018. Total commercial real estate (“CRE”) also contributed to growth, increasing \$55.2 million to \$1.150 billion from \$1.094 billion at December 31, 2018. Multi-family and construction loans were the largest contributors to CRE loan growth as of June 30, 2019, increasing \$27.5 million and \$23.8 million, respectively, from December 31, 2018.

There continues to be a concentration in CRE loans, however, in general our composition of total loans and leases has remained relatively consistent due to balanced growth across our product offerings. CRE loans represented 66.8% and 67.6% of our total loans as of June 30, 2019 and December 31, 2018, respectively. As of June 30, 2019, 18.3% of the CRE loans were owner-occupied CRE, compared to 18.6% as of December 31, 2018. We consider owner-occupied CRE more characteristic of the Corporation’s C&I portfolio as, in general, the client’s primary source of repayment is the cash flow from the operating entity occupying the commercial real estate property.

As mentioned above, our C&I portfolio increased \$48.1 million, or 10.4%, to \$510.4 million at June 30, 2019 from \$462.3 million at December 31, 2018 reflecting growth in both conventional lending and specialty finance. We will continue to emphasize actively pursuing C&I loans across the Corporation as this segment of our loan and lease portfolio provides an attractive yield commensurate with an appropriate level of credit risk and creates opportunities for in-market deposit, treasury management, and trust and investment relationships which generate additional fee revenue.

While we continue to experience significant competition from banks operating in our primary geographic areas, we remain committed to our underwriting standards and will not deviate from those standards for the sole purpose of growing our loan and lease portfolio. We continue to expect our new loan and lease activity to be adequate to replace normal amortization, allowing us to continue growing in future quarters. The types of loans and leases we originate and the various risks associated with these originations remain consistent with information previously outlined in our most recent Annual Report on Form 10-K.

Non-accrual loans increased \$563,000, or 2.2%, to \$25.9 million at June 30, 2019, compared to \$25.3 million at December 31, 2018. The Corporation’s non-accrual loans as a percentage of total gross loans and leases measured 1.50% and 1.56% at June 30, 2019 and December 31, 2018, respectively. Likewise, the ratio of non-performing assets to total assets decreased to 1.38% at June 30, 2019, compared to 1.42% at December 31, 2018. Please refer to the section titled **Asset Quality**, below, for additional information.

Deposits

As of June 30, 2019, deposits increased by \$74.3 million, or 5.1% to \$1.530 billion from \$1.455 billion at December 31, 2018 primarily due to increases in the both money market accounts and transaction accounts, which increased by \$80.5 million and \$36.1 million, respectively. These increases were partially offset by decreases in the wholesale deposits and certificates of deposit, which decreased by \$36.5 million and \$5.8 million, respectively. Period-end deposit balances associated with in-market relationships will fluctuate based upon maturity of time deposits, client demands for the use of their cash, and our ability to service and maintain existing and new client relationships.

Our strategic efforts remain focused on adding in-market deposit relationships. Successful deposit campaigns supporting our private banking strategy complemented our traditional strength in commercial banking and wealth management, contributing to in-market deposit growth during the first half of 2019. We measure the success of in-market deposit gathering efforts based on the number and average balances of our deposit accounts as compared to ending balances due to the volatility of some of our larger relationships. The Bank's average in-market deposits, consisting of all transaction accounts, money market accounts, and certificates of deposit, were approximately \$1.217 billion, or 69.8% of total bank funding for the six months ended June 30, 2019. This compares to average in-market deposits of \$1.091 billion, or 66.1% of total funding for the same period in 2018. Total bank funding is defined as total deposits plus FHLB advances.

FHLB Advances and Other Borrowings

As of June 30, 2019, FHLB advances and other borrowings decreased by \$1.0 million, or 0.3%, to \$298.0 million from \$298.9 million at December 31, 2018. As in-market deposit balances have increased, we have been able to reduce our reliance on wholesale funding over the past several quarters. However, consistent with our funding philosophy to manage interest rate risk, we will continue to utilize FHLB advances and wholesale deposits to manage liquidity and contingency funding.

Our targeted operating range of wholesale funds to total bank funding is 25%-40%. Wholesale funds include brokered certificates of deposit, deposits gathered from internet listing services, and FHLB advances. Total bank funding is defined as total deposits plus FHLB advances. Management recently updated this range from the previously disclosed 30%-40% to reflect a reduced need for on-balance sheet wholesale funding to match-fund long-term, fixed rate loans due to greater client demand for interest rate swaps, which results in a floating rate loan on our balance sheet. As of June 30, 2019, the ratio of end of period bank wholesale funds to end of period total bank funds was 28.4%. We will use FHLB advances and/or brokered certificates of deposit in specific maturity periods needed, typically three to five years, to match-fund fixed rate loans and effectively mitigate the interest rate risk measured through our asset/liability management process and to support asset growth initiatives while taking into consideration our operating goals and desired level of usage of wholesale funds. Refer to the section titled **Liquidity and Capital Resources**, below, for further information regarding our use and monitoring of wholesale funds.

Asset Quality

Impaired Assets

Total impaired assets consisted of the following at June 30, 2019 and December 31, 2018, respectively:

	June 30, 2019	December 31, 2018
(Dollars in Thousands)		
Non-accrual loans and leases		
Commercial real estate:		
Commercial real estate - owner occupied	\$ 5,164	\$ 5,663
Commercial real estate - non-owner occupied	—	31
Land development	1,757	2,213
Construction	—	—
Multi-family	—	—
1-4 family	349	—
Total non-accrual commercial real estate	7,270	7,907
Commercial and industrial	18,410	17,104
Direct financing leases, net	—	—
Consumer and other:		
Home equity and second mortgages	2	—
Other	182	290
Total non-accrual consumer and other loans	184	290
Total non-accrual loans and leases	25,864	25,301
Foreclosed properties, net	2,660	2,547
Total non-performing assets	28,524	27,848
Performing troubled debt restructurings	151	180
Total impaired assets	\$ 28,675	\$ 28,028
Total non-accrual loans and leases to gross loans and leases	1.50%	1.56%
Total non-performing assets to gross loans and leases plus foreclosed properties, net	1.66	1.72
Total non-performing assets to total assets	1.38	1.42
Allowance for loan and lease losses to gross loans and leases	1.15	1.26
Allowance for loan and lease losses to non-accrual loans and leases	76.64	80.73

As of June 30, 2019 and December 31, 2018, \$16.4 million and \$7.6 million of non-accrual loans and leases were considered troubled debt restructurings, respectively. This increase is the result of ongoing workout efforts on previously identified impaired loans.

We use a wide variety of available metrics to assess the overall asset quality of the portfolio and no one metric is used independently to make a final conclusion as to the asset quality of the portfolio. Non-performing assets increased \$676,000, or 2.4%, to \$28.5 million at June 30, 2019 from \$27.8 million at December 31, 2018. The increase was primarily due to legacy SBA loan repurchase activity resulting in a \$2.5 million net increase in sold loans previously identified as impaired. This increase was partially offset by recurring payments and various payoffs.

We also monitor early stage delinquencies to assist in the identification of potential future problems. As of June 30, 2019, 99.88% of the loan and lease portfolio, excluding non-accrual loans and leases, was in a current payment status, compared to 98.82% at December 31, 2018. We also monitor asset quality through our established credit quality indicator categories. As we continue to actively monitor the credit quality of our loan and lease portfolios, we may identify additional loans and leases for which the borrowers or lessees are having difficulties making the required principal and interest payments based upon factors including, but not limited to, the inability to sell the underlying collateral, inadequate cash flow from the

operations of the underlying businesses, liquidation events, or bankruptcy filings. We work proactively with our impaired loan borrowers to find solutions to difficult situations that are in the best interests of the Bank.

The following represents additional information regarding our impaired loans and leases:

	As of and for the Six Months Ended June 30,		As of and for the
	2019	2018	Year Ended December 31, 2018
	(In Thousands)		
Impaired loans and leases with no impairment reserves required	\$ 8,024	\$ 18,866	\$ 10,802
Impaired loans and leases with impairment reserves required	17,991	12,474	14,679
Total impaired loans and leases	26,015	31,340	25,481
Less: Impairment reserve (included in allowance for loan and lease losses)	4,005	4,707	4,396
Net impaired loans and leases	\$ 22,010	\$ 26,633	\$ 21,085
Average impaired loans and leases	\$ 24,508	\$ 24,378	\$ 26,431
Foregone interest income attributable to impaired loans and leases	\$ 1,411	\$ 1,488	\$ 3,478
Less: Interest income recognized on impaired loans and leases	709	414	1,304
Net foregone interest income on impaired loans and leases	\$ 702	\$ 1,074	\$ 2,174

Non-performing assets also include foreclosed properties of \$2.7 million as of June 30, 2019, \$2.5 million as of December 31, 2018, and \$1.5 million as of June 30, 2018.

Allowance for Loan and Lease Losses

The allowance for loan and lease losses decreased \$606,000 from \$20.4 million as of December 31, 2018 to \$19.8 million as of June 30, 2019. The allowance for loan and lease losses as a percentage of gross loans and leases also decreased from 1.26% as of December 31, 2018 to 1.15% as of June 30, 2019. The decrease in allowance for loan and lease losses as a percent of gross loans and leases was principally driven by a net reduction in specific reserves due to improved collateral values and net reduction in historic loss rates, partially offset by an increase in allowance related to the loan growth. There have been no substantive changes to our methodology for estimating the appropriate level of allowance for loan and lease loss reserves from what was previously outlined in our most recent Annual Report on Form 10-K.

During the six months ended June 30, 2019, we recorded net recoveries on impaired loans and leases of \$130,000, comprised of \$63,000 of charge-offs and \$193,000 of recoveries. During the six months ended June 30, 2018, we recorded net charge-offs on impaired loans and leases of approximately \$2.9 million, or 0.37% of average loans and leases annualized, comprised of \$3.0 million of charge-offs and \$105,000 of recoveries. The prior year charge-offs were primarily related to legacy SBA loan relationships.

We will continue to experience some level of periodic charge-offs in the future as exit strategies are considered and executed. Loans and leases with previously established specific reserves may ultimately result in a charge-off under a variety of scenarios. Based upon the application of our methodology for estimating the appropriate level of allowance for loan and lease loss reserves, which includes actively monitoring the asset quality and inherent risks within the loan and lease portfolio, management concluded that an allowance for loan and lease losses of \$19.8 million, or 1.15% of total loans and leases, was appropriate as of June 30, 2019. Given ongoing complexities with current workout situations, further charge-offs and increased provisions for loan and lease losses may be recorded if additional facts and circumstances lead us to a different conclusion.

As of June 30, 2019 and December 31, 2018, our allowance for loan and lease losses to total non-accrual loans and leases was 76.64% and 80.73%, respectively. Non-accrual loans and leases exhibit weaknesses that inhibit repayment in compliance with the original terms of the note or lease. However, the measurement of impairment on loans and leases may not always result in a specific reserve included in the allowance for loan and lease losses. As part of the underwriting process, as well as our ongoing monitoring efforts, we endeavor to have appropriate collateral to protect our interest in the related loan or lease. As a result of this practice, a significant portion of our outstanding balance of non-accrual loans or leases either does not require additional specific reserves or requires only a minimal amount of required specific reserve, as we believe the loans and leases are adequately collateralized as of the measurement period. In addition, management is proactive in recording charge-

offs to bring loans to their net realizable value in situations where it is determined that we will not recover the entire amount of our principal. This practice may lead to a lower allowance for loan and lease losses to non-accrual loans and leases ratio as compared to our peers or industry expectations. Our allowance for loan and lease losses is measured more through general characteristics, including historical loss experience of our portfolio rather than through specific identification and we therefore expect to see this ratio rise as we continue to grow our loan and lease portfolio. Conversely, if we identify additional impaired loans or leases which are adequately collateralized and therefore require no specific or general reserve, this ratio could fall. Given our business practices and evaluation of our existing loan and lease portfolio, we believe this coverage ratio was appropriate for the probable incurred losses inherent in our loan and lease portfolio as of June 30, 2019.

A tabular summary of the activity in the allowance for loan and lease losses follows:

	As of and for the Three Months Ended June 30,		As of and for the Six Months Ended June 30,	
	2019	2018	2019	2018
	(Dollars in Thousands)			
Allowance at beginning of period	\$ 20,449	\$ 18,638	\$ 20,425	\$ 18,763
Charge-offs:				
Commercial real estate:				
Commercial real estate — owner occupied	—	—	—	(1,299)
Commercial real estate — non-owner occupied	—	—	—	—
Construction and land development	—	(121)	—	(992)
Multi-family	—	—	—	—
1-4 family	—	—	—	(5)
Commercial and industrial	(13)	(168)	(61)	(657)
Direct financing leases	—	—	—	—
Consumer and other:				
Home equity and second mortgages	—	—	—	—
Other	(2)	(17)	(2)	(37)
Total charge-offs	(15)	(306)	(63)	(2,990)
Recoveries:				
Commercial real estate:				
Commercial real estate — owner occupied	—	1	1	2
Commercial real estate — non-owner occupied	72	1	72	1
Construction and land development	—	—	—	—
Multi-family	—	—	—	—
1-4 family	—	—	—	12
Commercial and industrial	72	17	92	18
Direct financing leases	—	—	—	1
Consumer and other:				
Home equity and second mortgages	25	2	26	71
Other	—	—	2	—
Total recoveries	169	21	193	105
Net recoveries (charge-offs)	154	(285)	130	(2,885)
Provision for loan and lease losses	(784)	2,579	(736)	5,054
Allowance at end of period	\$ 19,819	\$ 20,932	\$ 19,819	\$ 20,932
Annualized net charge-offs as a % of average gross loans and leases	(0.04)%	0.07%	(0.02)%	0.37%

Liquidity and Capital Resources

The Corporation expects to meet its liquidity needs through existing cash on hand, established cash flow sources, its third party senior line of credit, and dividends received from the Bank. While the Bank is subject to certain generally applicable regulatory limitations regarding its ability to pay dividends to the Corporation, we do not believe that the Corporation will be adversely affected by these dividend limitations. The Corporation's principal liquidity requirements at June 30, 2019 were the interest payments due on subordinated and junior subordinated notes. On July 26, 2016, the Bank's Board of Directors declared a dividend in the amount of \$2.5 million bringing year-to-date dividend declarations to \$9.5 million. The capital ratios of the Corporation and its subsidiary continue to meet all applicable regulatory capital adequacy requirements. The Corporation's and the Bank's respective Boards of Directors and management teams adhere to the appropriate regulatory guidelines on decisions which affect their capital positions, including but not limited to, decisions relating to the payment of dividends and increasing indebtedness.

The Bank maintains liquidity by obtaining funds from several sources. The Bank's primary sources of funds are principal and interest repayments on loans receivable and mortgage-related securities, deposits, and other borrowings, such as federal funds and FHLB advances. The scheduled payments of loans and mortgage-related securities are generally a predictable source of funds. Deposit flows and loan prepayments, however, are greatly influenced by general interest rates, economic conditions, and competition.

On-balance sheet liquidity is a critical element to maintaining adequate liquidity to meet our cash and collateral obligations. We define our on-balance sheet liquidity as the total of our short-term investments, our unencumbered securities' fair value, and our unencumbered pledged loans. As of June 30, 2019 and December 31, 2018, our immediate on-balance sheet liquidity was \$359.7 million and \$390.9 million, respectively. At June 30, 2019 and December 31, 2018, the Bank had \$17.7 million and \$43.6 million on deposit with the FRB, respectively. Any excess funds not used for loan funding or satisfying other cash obligations were maintained as part of our on-balance sheet liquidity in our interest-bearing accounts with the FRB, as we value the safety and soundness provided by the FRB. We plan to utilize excess liquidity to fund loan and lease portfolio growth, pay down maturing debt, allow run-off of maturing bank wholesale funding, or invest in securities to maintain adequate liquidity at an improved margin.

We had \$512.9 million of outstanding wholesale funds at June 30, 2019, compared to \$550.4 million of wholesale funds as of December 31, 2018, which represented 28.4% and 31.8%, respectively, of ending balance total bank funding. Wholesale funds include brokered certificates of deposit, deposits gathered from internet listing services, and FHLB advances. Total bank funding is defined as total deposits plus FHLB advances. We are committed to raising in-market deposits while maintaining our overall target mix of wholesale funds and in-market deposits. Wholesale funds continue to be an efficient and cost effective source of funding for the Bank and allows it to gather funds across a larger geographic base at price levels and maturities that are more attractive than local time deposits when required to raise a similar level of in-market deposits within a short time period. Access to such deposits and borrowings allows us the flexibility to refrain from pursuing single service deposit relationships in markets that have experienced unfavorable pricing levels. In addition, the administrative costs associated with wholesale funds are considerably lower than those that would be incurred to administer a similar level of local deposits with a similar maturity structure. During the time frames necessary to accumulate wholesale funds in an orderly manner, we will use short-term FHLB advances to meet our temporary funding needs. The short-term FHLB advances will typically have terms of one week to one month to cover the overall expected funding demands.

Period-end in-market deposits increased \$110.8 million, or 18.80% annualized, to \$1.290 billion at June 30, 2019 from \$1.179 billion at December 31, 2018. While these deposits were gathered from new and existing in-market relationships, the balances may fluctuate over time. We expect to continue establishing new client relationships and continue marketing efforts aimed at increasing the balances in existing clients' deposit accounts in order to fund our loan growth and maintain in-market deposits to total bank funding within our operating range of 60%-75%. Management recently updated this range from the previously disclosed 60%-70% to reflect our sophisticated business clients' increased use of commercial loan swaps to obtain long-term fixed rated financing, instead of conventional long-term fixed rate offerings where we would match-fund the loan through the wholesale market to mitigate interest rate risk. Nonetheless, we will continue to use wholesale funds in specific maturity periods, typically three to five years, needed to effectively mitigate the interest rate risk measured through our asset/liability management process or in shorter time periods if in-market deposit balances decline. In order to provide for ongoing liquidity and funding, all of our wholesale funds are certificates of deposit which do not allow for withdrawal at the option of the depositor before the stated maturity (with the exception of deposits accumulated through the internet listing service which have the same early withdrawal privileges and fees as do our other in-market deposits) and FHLB advances with contractual maturity terms and no call provisions. The Bank limits the percentage of wholesale funds to total bank funds in accordance with liquidity policies approved by its Board of Directors. The Corporation's overall operating range of wholesale funds to total bank funds is 25%-40%. The Bank was in compliance with policy limits as of June 30, 2019 and December 31, 2018.

The Bank was able to access the wholesale deposit market as needed at rates and terms comparable to market standards during the six month period ended June 30, 2019. In the event there is a disruption in the availability of wholesale deposits at maturity, the Bank has managed the maturity structure, in compliance with our approved liquidity policy, so at least one year of maturities could be funded through on-balance sheet liquidity. These potential funding sources include deposits with the FRB and borrowings from the FHLB or Federal Reserve Discount Window utilizing currently unencumbered securities and acceptable loans as collateral. As of June 30, 2019, the available liquidity was in excess of the stated policy minimum. We believe the Bank will also have access to the unused federal funds lines, cash flows from borrower repayments, and cash flows from security maturities. The Bank also has the ability to raise local market deposits by offering attractive rates to generate the level required to fulfill their liquidity needs.

The Bank is required by federal regulation to maintain sufficient liquidity to ensure safe and sound operations. We believe the Bank has sufficient liquidity to match the balance of net withdrawable deposits and short-term borrowings in light of present economic conditions and deposit flows.

During the six months ended June 30, 2019, operating activities resulted in a net cash inflow of \$11.3 million, which included net income of \$12.5 million. Net cash used in investing activities for the six months ended June 30, 2019 was approximately \$119.0 million which consisted of cash outflows to fund net loan growth and reinvestment of cash flows within purchases of additional securities, partially offset by cash inflows from maturities, redemptions, and paydowns of available-for-sale and held-to-maturity securities. Net cash provided by financing activities resulted in a net cash inflow of \$67.0 million for the six months ended June 30, 2019 primarily due to a net increase in deposits. Please refer to the **Consolidated Statements of Cash Flows** included in PART I., Item 1 for further details regarding significant sources of cash flow for the Corporation.

Contractual Obligations and Off-Balance Sheet Arrangements

As of June 30, 2019, there were no material changes to our contractual obligations and off-balance sheet arrangements disclosed in our Annual Report on Form 10-K for the year ended December 31, 2018. We continue to believe that we have adequate capital and liquidity available from various sources to fund projected contractual obligations and commitments.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Our primary market risk is interest rate risk, which arises from exposure of our financial position to changes in interest rates. It is our strategy to reduce the impact of interest rate risk on net interest margin by maintaining a favorable match between the maturities and repricing dates of interest-earning assets and interest-bearing liabilities. This strategy is monitored by the Bank's Asset/Liability Management Committee, in accordance with policies approved by the Bank's Board of Directors. This committee meets regularly to review the sensitivity of the Bank's assets and liabilities to changes in interest rates, liquidity needs and sources, and pricing and funding strategies.

We use two techniques to measure interest rate risk. The first is simulation of earnings. In this measurement technique the balance sheet is modeled as an ongoing entity whereby future growth, pricing, and funding assumptions are implemented. These assumptions are modeled under different rate scenarios that include a parallel, instantaneous, and sustained change in interest rates. Key assumptions include:

- the behavior of interest rates and pricing spreads;
- the changes in product balances; and
- the behavior of loan and deposit clients in different rate environments.

This analysis incorporates several assumptions, the most material of which relate to the re-pricing characteristics and balance fluctuations of deposits with indeterminate or non-contractual maturities, and is measured as a percentage change in net interest income for the next 12 months due to instantaneous movements in benchmark interest rates from a baseline scenario. Estimated changes are dependent upon material assumptions such as those previously discussed.

The earnings simulation analysis does not incorporate any management actions that may be used to mitigate negative consequences of actual interest rate movement. For that reason and others, they do not reflect the likely actual results but serve as conservative estimates of interest rate risk. The simulation analysis is not comparable to actual results or directly predictive of future values of other measures provided.

The second measurement technique used is static gap analysis. Gap analysis involves measurement of the difference in asset and liability repricing on a cumulative basis within a specified time frame. In general, a positive gap indicates that more

interest-earning assets than interest-bearing liabilities reprice/mature in a time frame and a negative gap indicates the opposite. In addition to the gap position, other determinants of net interest income are the shape of the yield curve, general rate levels, and the corresponding effect of contractual interest rate floors, reinvestment spreads, balance sheet growth and mix, and interest rate spreads. Our success in attracting in-market deposits adds to the interest rate liability sensitivity of the organization.

We manage the structure of interest-earning assets and interest-bearing liabilities by adjusting their mix, yield, maturity, and/or repricing characteristics based on market conditions. Wholesale certificates of deposit and FHLB advances are a significant source of our funding and we use a variety of maturities to augment our management of interest rate exposure. Currently, we do not employ any derivatives to assist in managing our interest rate risk exposure; however, management has the authorization, as permitted within applicable approved policies, and ability to utilize such instruments should they be appropriate to manage interest rate exposure.

The process of asset and liability management requires management to make a number of assumptions as to when an asset or liability will reprice or mature. Management believes that its assumptions approximate actual experience and considers these assumptions to be reasonable, although the actual amortization and repayment of assets and liabilities may vary substantially. Our economic sensitivity to changes in interest rates at June 30, 2019 has not changed materially since December 31, 2018.

Item 4. Controls and Procedures

Disclosure Controls and Procedures

The Corporation's management, with the participation of the Corporation's Chief Executive Officer and Chief Financial Officer, has evaluated the Corporation's disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended). Based upon that evaluation, the Corporation's Chief Executive Officer and Chief Financial Officer have concluded that the Corporation's disclosure controls and procedures were effective as of June 30, 2019.

Changes in Internal Control over Financial Reporting

There was no change in the Corporation's internal controls over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934, as amended) that occurred during the quarter ended June 30, 2019 that has materially affected, or is reasonably likely to materially affect, the Corporation's internal control over financial reporting.

PART II. Other Information

Item 1. Legal Proceedings

From time to time, the Corporation and its subsidiaries are engaged in legal proceedings in the ordinary course of their respective businesses. Management believes that any liability arising from any such proceedings currently existing or threatened will not have a material adverse effect on the Corporation's financial position, results of operations, or cash flows.

Item 1A. Risk Factors

There were no material changes to the risk factors previously disclosed in Item 1A. to Part I of the Corporation's Annual Report on Form 10-K for the year ended December 31, 2018.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

- (a) None.
- (b) Not applicable.
- (c) None.

Item 3. Defaults Upon Senior Securities

Not applicable.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

- 10.1 [First Business Financial Services, Inc. 2019 Equity Incentive Plan \(incorporated by reference to Exhibit 10.1 to the Corporation's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 3, 2019\)](#)
- 10.2 [Form of Performance-Based Restricted Stock Unit Agreement](#)
- 10.3 [Form of Restricted Stock Unit Agreement](#)
- 10.4 [Form of Restricted Stock Agreement](#)
- 10.5 [Form of Performance-Based Restricted Stock Unit Agreement - Retiree](#)
- 10.6 [Form of Restricted Stock Unit Agreement - Retiree](#)
- 10.7 [Form of Performance-Based Restricted Stock Unit Exchange Agreement - Retiree](#)
- 10.8 [Form of Restricted Stock Unit Exchange Agreement - Retiree](#)
- 31.1 [Certification of the Chief Executive Officer](#)
- 31.2 [Certification of the Chief Financial Officer](#)
- 32 [Certification of the Chief Executive Officer and Chief Financial Officer pursuant to 18 U.S.C. Section 1350](#)
- 101 The following financial information from First Business Financial Services, Inc.'s Quarterly Report on Form 10-Q for the quarter ended June 30, 2019, formatted in XBRL (eXtensible Business Reporting Language): (i) Consolidated Balance Sheets as of June 30, 2019 and December 31, 2018, (ii) Consolidated Statements of Income for the three and six months ended June 30, 2019 and 2018, (iii) Consolidated Statements of Comprehensive Income for the three and six months ended June 30, 2019 and 2018, (iv) Consolidated Statements of Changes in Stockholders' Equity for the six months ended June 30, 2019 and 2018, (v) Consolidated Statements of Cash Flows for the six months ended June 30, 2019 and 2018, and (vi) the Notes to Unaudited Consolidated Financial Statements

Signatures

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

FIRST BUSINESS FINANCIAL SERVICES, INC.

July 26, 2019

/s/ Corey A. Chambas

Corey A. Chambas
Chief Executive Officer

July 26, 2019

/s/ Edward G. Sloane, Jr.

Edward G. Sloane, Jr.
Chief Financial Officer
(principal financial officer)

Section 2: EX-10.2 (EXHIBIT 10.2)

Exhibit 10.2

**FIRST BUSINESS FINANCIAL SERVICES, INC.
2019 EQUITY INCENTIVE PLAN**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT**

The Participant specified below is hereby granted a performance-based restricted stock unit award (the “Award”) by **First Business Financial Services, Inc.**, a Wisconsin corporation (the “Company”), under the **First Business Financial Services, Inc. 2019 Equity Incentive Plan** (the “Plan”). The Award shall be subject to the terms of the Plan and the terms set forth in this Performance-Based Restricted Stock Unit Award Agreement (“Award Agreement”).

Section 1. Award. The Company hereby grants to Participant the Award of restricted stock units (each such unit, an “RSU”), where each RSU represents the right of Participant to receive one Share in the future upon the expiration of the Performance Period, subject to the terms of this Award Agreement and the Plan.

Section 2. Terms of Restricted Stock Unit Award. The following words and phrases relating to the Award shall have the following meanings:

- (a) The “Participant” is _____.
- (b) The “Grant Date” is _____.
- (c) The maximum number of RSUs is _____.
- (d) The “Performance Period” begins on _____ and concludes on _____.

Except for words and phrases otherwise defined in this Award Agreement, any capitalized word or phrase in this Award Agreement shall have the meaning ascribed to it in the Plan.

Section 3. Performance Measurement.

(a) The Committee shall establish one or more performance goals for each Performance Period, which may consist of business criteria or other metrics (the “Performance Goals”). The Performance Goals are set forth on **Exhibit A** hereto. Upon the expiration of the Performance Period, the Committee shall have the sole discretion to determine the level of achievement of the Performance Goals and, in accordance with **Exhibit A**, the number of RSUs, if any, that Participant has earned.

(b) Except as set forth below in **Section 3(c)** and **Section 3(d)**, or as may otherwise be provided by the Committee, if Participant’s Termination of Service occurs prior to the expiration of the Performance Period, Participant shall forfeit all rights, title and interest in and to any RSUs subject to the Performance Period.

(c) Notwithstanding the foregoing provisions of this **Section 3**, if Participant incurs a Termination of Service due to Disability or death, the RSUs shall become fully vested on the date of termination at the level of target performance.

(d) Notwithstanding the foregoing provisions of this **Section 3** or any other agreement to the contrary between Participant and the Company or any of its Subsidiaries (the “Company and its Subsidiary” or “the Company and any of its Subsidiaries” are hereinafter referred to as “the Company” for purposes of this **Section 3(d)** through **Section 23** of the Agreement), in the event of a Change in Control, (1) any RSUs still outstanding shall become fully vested, or (2) if Participant terminated employment with the Company within the 30 calendar days prior to the Change in Control and forfeited the RSUs, then such forfeited RSUs shall be re-issued to Participant upon the Change in Control, and shall be fully vested upon the date of such re-issuance provided that (a) Participant did not voluntarily resign prior to the effective date of the Change in Control and (b) Participant was not terminated for cause (as determined in good faith by the Board or Committee) prior to the effective date of such Change in Control. RSUs that vest pursuant to this **Section 3(d)** shall vest at the greater of the level of target performance or actual performance; *provided, however*, that the RSUs shall vest at the level of target performance until the first anniversary of the Grant Date.

Section 4. Settlement of RSUs. Delivery of Shares or other amounts under this Award Agreement and the Plan shall be subject to the following:

(a) *Delivery of Shares.* The Company shall deliver to Participant one Share free and clear of any restrictions in settlement of each of the vested and unrestricted RSUs within 45 days following the end of the respective Performance Period.

(b) *Compliance with Applicable Laws.* Notwithstanding any other term of this Award Agreement or the Plan, the Company shall have no obligation to deliver any Shares or make any other distribution of benefits under this Award Agreement or the Plan unless such delivery or distribution complies with all applicable laws and the applicable rules of any securities exchange or similar entity.

(c) *Certificates Not Required.* To the extent that this Award Agreement and the Plan provide for the issuance of Shares, such issuance may be effected on a non-certificated basis, to the extent not prohibited by applicable law or the applicable rules of any securities exchange or similar entity.

Section 5. Dividend Equivalents. Participant shall receive a cash payment equivalent to any dividends or other distributions paid with respect to the Shares subject to the RSUs at the target level, so long as the applicable record date occurs before such RSUs are forfeited or cancelled. Such cash payment shall be paid to Participant (or Participant’s beneficiary in accordance with **Section 7**) at the same time as the dividend or other distribution is paid to Shareholders. If, however, any dividends or distributions with respect to the Shares underlying the RSUs are paid in Shares rather than cash, then Participant shall be credited with additional RSUs equal to the number of Shares that Participant would have received had the RSUs been actual Shares at target level, and such RSUs shall be deemed RSUs added to the Award subject to the same risk of forfeiture and other terms of this Agreement.

Section 6. No Shareholder Rights. Participant shall not have any rights of a Shareholder with respect to the RSUs, including but not limited to, voting rights, prior to settlement of the RSUs pursuant to **Section 4(a)** above.

Section 7. Heirs and Successors. This Award Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns, and upon any person acquiring all or substantially

all of the Company's assets or business. If any rights of Participant or benefits distributable to Participant under this Award Agreement have not been settled or distributed at the time of Participant's death, such rights shall be settled for and such benefits shall be distributed to the Designated Beneficiary in accordance with the provisions of this Award Agreement and the Plan. The "**Designated Beneficiary**" shall be the beneficiary or beneficiaries designated by Participant in a writing filed with the Committee in such form as the Committee may require. Participant's designation of beneficiary may be amended or revoked from time to time by Participant in accordance with any procedures established by the Committee. If a Participant fails to designate a beneficiary, or if the Designated Beneficiary does not survive Participant, any benefits that would have been provided to Participant shall be provided to the legal representative of the estate of Participant. If a Participant designates a beneficiary and the Designated Beneficiary survives Participant but dies before the provision of the Designated Beneficiary's benefits under this Award Agreement, then any benefits that would have been provided to the Designated Beneficiary shall be provided to the legal representative of the estate of the Designated Beneficiary.

Section 8. Administration. The authority to manage and control the operation and administration of this Award Agreement and the Plan shall be vested in the Committee, and the Committee shall have all powers with respect to this Award Agreement as it has with respect to the Plan. Any interpretation of this Award Agreement or the Plan by the Committee and any decision made by the Committee with respect to this Award Agreement or the Plan shall be final and binding on all persons.

Section 9. Plan Governs. Notwithstanding any provision of this Award Agreement to the contrary, this Award Agreement shall be subject to the terms of the Plan, a copy of which may be obtained by Participant from the office of the secretary of the Company. This Award Agreement shall be subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time. Notwithstanding any provision of this Award Agreement to the contrary, in the event of any discrepancy between the corporate records of the Company, including the Plan, and this Award Agreement, the corporate records of the Company shall control.

Section 10. Not an Employment Contract. Neither the Award nor this Award Agreement shall confer on Participant any rights with respect to continuance of employment or other service with the Company or a Subsidiary, nor shall they interfere in any way with any right the Company or a Subsidiary may otherwise have to terminate or modify the terms of Participant's employment or other service at any time.

Section 11. Amendment. Without limitation of **Section 13** below, this Award Agreement may be amended in accordance with the provisions of the Plan, and may otherwise be amended in writing by Participant and the Company without the consent of any other person.

Section 12. Governing Law. This Award Agreement, the Plan and all actions taken in connection herewith and therewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflict of laws, except as superseded by applicable federal law; and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue the County of Dane, Wisconsin.

Section 13. Clawback. The Award and any amount or benefit received under the Plan shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any applicable Company clawback policy (the "**Policy**") or any applicable law, as may be in effect from time to time. Participant hereby acknowledges and consents to the Company's application, implementation and enforcement of (a) the Policy and any similar policy established by the Company that may apply to Participant together with all other similarly situated participants, whether adopted prior to or

following the date of this Award Agreement and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and agrees that the Company may take such actions as may be necessary to effectuate the Policy, any similar policy and applicable law, without further consideration or action.

Section 14. Nonsolicitation of Clients.

(a) While Participant is employed by the Company and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(b) While Participant is employed by the Company, and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, conduct business relating to Financial Services (defined below) with any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(c) While Participant is employed by the Company, and for a period of six (6) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any prospective client of the Company with whom/which the Company engaged in direct marketing efforts (as opposed to general solicitations of business) and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(d) For clarification purposes, the restrictions described in the above subparagraphs apply to clients whether they are persons or entities. The term “**Financial Services**” as used herein shall mean products and/or services offered by the Company within the twelve (12) month period immediately preceding Participant’s last day of employment with the Company.

(e) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 14** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(f) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(g) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

(h) This **Section 14** will become null and void upon a Change in Control.

Section 15. Protection of Leadership Pool. Participant and the Company agree to the following:

(a) Participant is a top-level employee of the Company or has special skills or knowledge important to the Company or has skills that are difficult for the Company to replace.

(b) Participant's colleagues who are employed by the Company in a position of officer or manager, or above (collectively, the "**Leadership Pool**") are likewise top-level employees of the Company or have special skills or knowledge important to the Company or have skills that are difficult for the Company to replace.

(c) If Participant or any member of the Leadership Pool ceases to be so employed, the Company will have a business necessity to replace the skills lost.

(d) It takes time after an employee of the caliber of Participant and/or the Leadership Pool leaves the employ of the Company to replace the skills lost; 180 days is a reasonable measure of the time needed to replace such skills.

(e) A primary and necessary source of replacement of the skills of Participant and/or a member of the Leadership Pool are the other members of the Leadership Pool.

(f) The parties recognize that employees of the Company (not otherwise bound by contract) are not in any way restricted from competing with the Company, and are not obligated to accept, nor even to consider, proposals by the Company that they replace Participant or a member of the Leadership Pool in the event Participant or a member of the Leadership Pool leaves the Company.

(g) Because of Participant's present position, Participant is in a position to assist and influence those members of the Leadership Pool with whom Participant has or had a working relationship during the immediately preceding two (2) years, or about whom/which Participant has acquired or possessed specialized knowledge (in either case, a "**Restricted Person**") in choosing whether to remain with the Company and consider or accept other positions with the Company rather than choosing to seek other opportunities outside the Company. Any suggestion by Participant that a Restricted Person should seek another employment opportunity outside the Company, and any offer of another employment opportunity by another employer to a Restricted Person with the assistance of Participant, would be such assistance and influence, in derogation of Participant's duty to the Company as a managerial and supervisory employee.

(h) The monetary value of the loss to the Company in case Participant in fact assists or influences a Restricted Person to leave the Company for a competitor would be impossible to precisely measure. Injunctive relief for a breach of subsection (j) would also be ineffective.

(i) The parties agree that a fair estimate of the monetary value of the loss to the Company in case Participant assists or influences another employee to leave the Company for a competitor would be Participant's daily rate of base pay as of the last day he or she was employed by the Company times 180.

(j) In consideration of this Agreement, and of the continued employment of Participant by the Company, Participant agrees that Participant will not, directly or through another, during Participant's employment and for a period of one (1) year thereafter, assist or influence any Restricted Person to take a position outside the Company which is reasonably likely to pose a competitive threat to the Company.

(k) In the event of a breach by Participant of subsection (j), the stipulated damages for such breach are agreed to be Participant's daily rate of base pay as of the time he or she leaves the Company times 180. This provision for stipulated damages is intended to be and is severable from the substantive obligation in subsection (j), and from the other provisions of this Agreement.

(l) Subsections (j) and (k) are solely for the purposes stated in subsections (a) through (k), and are not for the purpose of limiting the ability of Participant to compete with the Company.

(m) Participant and the Company intend that the promise by Participant in subsection (j) is separate and separable from any other obligation of Participant, and for a different purpose, and with a different remedy from the promise of Participant not to solicit or conduct business with certain clients or to disclose Confidential Information or Trade Secrets of the Company, under **Section 14** and **Section 15**, respectively.

(n) This **Section 15** is effective immediately, and remains in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant.

(o) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

Section 16. Confidentiality. In consideration of this Agreement, Participant agrees to the following:

(a) During the term of Participant's employment, Participant has been, and will continue to be, provided with Trade Secrets and/or Confidential Information. This information has been developed at great expense to Company and is necessary for Company to conduct its business.

(b) While Participant is employed by Company, Participant will not directly or indirectly use or disclose any Trade Secret or Confidential Information, except in the interest and for the benefit of Company.

(c) After the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Trade Secret.

(d) For a period of twenty-four (24) months following the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Confidential Information. This confidentiality provision is not intended in any way to modify or limit Participant's ongoing duty to maintain the confidentiality of information as required under federal and state laws and regulations.

(e) For purposes of this Agreement, the term "**Trade Secret**" has that meaning set forth under applicable law. Participant shall not disclose any information that constitutes a trade secret as defined

in § 134.90, Wis. Stats. for as long as the information continues to be a trade secret or any information where disclosure is otherwise restricted by federal, state or local laws and regulations.

(f) For purposes of this Agreement, the term “**Confidential Information**” means all non-Trade Secret information of, about or related to Company or provided to Company by its clients, vendors and suppliers that is not known generally to the public or Company’s competitors. Confidential Information includes, but is not limited to: (i) new products, product specifications, information about products under development, research, development or business plans, financial information, client lists, vendor or supplier lists, information about transactions with clients, pricing information, information relating to costs, business records, and employment records and policies (other than Participant’s own); (ii) information that is marked or otherwise designated or treated as confidential or proprietary by Company; and (iii) information received by Company from others which Company has an obligation to treat as confidential.

(g) Notwithstanding the foregoing, the terms “**Confidential Information**” and “**Trade Secret**” do not include, and the obligations set forth in this Agreement do not apply to, any information that: (1) can be demonstrated by Participant to have been known by Participant prior to Participant’s employment by Company; (2) is or becomes generally available to the public through no act or omission of Participant; (3) is obtained by Participant in good faith from a third party who discloses such information to Participant on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (4) is independently developed by Participant outside the scope of Participant’s employment without the use of Confidential Information or Trade Secrets. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. Participant is further notified that if Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Participant may disclose the Company’s Trade Secrets to Participant’s attorney and use the Trade Secret information in the court proceeding, provided that Participant files any document containing the Trade Secret under seal so that it is not disclosed to the public, and does not disclose the Trade Secret, except pursuant to court order.

(h) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 16** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(i) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(j) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

(k) Notwithstanding anything herein to the contrary, in accordance with Rule 21F-17 under the Securities Exchange Act of 1934 and the rules promulgated thereunder, the Company shall not impede a Participant's ability to communicate with the Securities and Exchange Commission or other governmental agencies regarding possible federal securities law violations (1) without the Company's approval and (2) without having to forfeit or forego any resulting whistleblower awards, and the Company shall not enforce any provision of any policy to the extent such provision would be deemed to require the Company's prior approval of such communication or forfeiture of any award, except to the extent otherwise permitted by Rule 21F-17.

Section 17. Breach of Restrictive Covenants. Except as otherwise provided by the Committee, notwithstanding any provision of the Plan to the contrary, if Participant breaches a non-competition, non-solicitation, non-disclosure, non-disparagement or other restrictive covenant set forth in an Award Agreement or any other agreement between Participant and the Company, whether during or after Participant's Termination of Service, in addition to and not in limitation of any other rights, remedies, damages, penalties or restrictions available to the Company under the Plan, an Award Agreement, any other agreement between Participant and the Company, or otherwise at law or in equity, Participant shall forfeit or pay to the Company:

(a) Any and all outstanding Awards granted to Participant, including Awards that have become vested or exercisable;

(b) Any Shares held by Participant in connection with the Plan that were acquired by Participant after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service;

(c) The profit realized by Participant from the exercise of any stock options and SARs that Participant exercised after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service, which profit is the difference between the exercise price of the stock option or SAR and the Fair Market Value of any Shares or cash acquired by Participant upon exercise of such stock option or SAR; and

(d) The profit realized by Participant from the sale, or other disposition for consideration, of any Shares received by Participant in connection with the Plan after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service and where such sale or disposition occurs in such similar time period.

Section 18. Offset. The Company shall have the right to offset, from any amount payable or stock deliverable hereunder, any amount that Participant owes to the Company without the consent of Participant or any individual with a right to Participant's Award

Section 19. Effect on Other Agreements. The foregoing provisions of **Section 14** (Nonsolicitation of Clients), **Section 15** (Protection of Leadership Pool), and **Section 16** (Confidentiality) shall not be construed to supersede or alleviate any obligations of Participant to the Company with respect to any restrictive covenant, non-compete or confidentiality agreement otherwise binding on Participant, which shall remain in full force and effect to the extent provided in any such agreements, and in the event that a provision of such agreement shall conflict with any provision of this Award Agreement, Participant acknowledges and agrees that the provision which is most protective of the Company's confidential or

proprietary interests shall control. Notwithstanding the foregoing, the provisions of **Section 14**, **Section 15** and **Section 16** shall supersede and replace any similar restrictions included in previous Award Agreements.

Section 20. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 401 Charmany Drive, Madison, WI 53719; Attention: Corporate Secretary, and any notice hereunder to Participant shall be addressed to him or her at the last home address on file with the Company. Either party may designate some other address at any time hereafter in writing.

Section 21. Severability. In the event any provision of the Agreement is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining provisions of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 22. New Employers. While Participant is employed by the Company and for a period of twelve (12) months immediately following the date Participant ceases to be an employee of the Company, Participant will inform each new employer, prior to accepting employment, of the existence of this Agreement, including the prohibitions contained in **Section 14**, **Section 15** and **Section 16** and provide that employer with a copy of it. Participant authorizes the Company to forward a copy of the prohibitions against competition as contained in this section to any actual or prospective new employer.

Section 23. Waiver of Jury Trial. EXCEPT TO THE EXTENT PROHIBITED BY STATE LAW, BY SIGNING THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed in its name and on its behalf, and Participant acknowledges understanding and acceptance of, and agrees to, the terms of this Award Agreement (including, but not limited to, the Waiver of Jury Trial provision set forth in **Section 23**), all as of the Grant Date.

FIRST BUSINESS FINANCIAL SERVICES, INC.

By: ___

Print Name: ___

Title: ___

PARTICIPANT

Print Name: ___

—

EXHIBIT A

Performance-Based Restricted Stock Unit Performance Goals

Performance Goals and Vesting Percentages

<u>Performance Goal</u>	<u>Weighting</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>	<u>Actual Performance Result</u>	<u>Achievement Percentage*</u>
[Relative Return on Average Equity]	[]%	[]%	[]%	[]%	[]%	[]%
[Relative Total Shareholder Return]	[]%	[]%	[]%	[]%	[]%	[]%
Total Performance-Based RSU Vesting as a percentage of the Target Award						[]%

*Achievement of each performance goal to be determined by straight-line interpolation for actual performance falling between threshold and target or target and maximum levels. If achievement with respect to a particular performance goal does not reach threshold level, then no portion of the award will vest with respect to such performance goal.

Performance-Based RSU Award Opportunities (as % of Target Award)

<u>Attainment Level</u>	<u>[Relative Return on Average Equity]</u>	<u>[Relative Total Shareholder Return]</u>
Threshold	[0]%	[0]%
Target	[100]%	[100]%
Maximum	[200]%	[200]%

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Section 3: EX-10.3 (EXHIBIT 10.3)

**RESTRICTED STOCK UNIT
AWARD AGREEMENT**

The Participant specified below is hereby granted a restricted stock unit award (the “Award”) by **First Business Financial Services, Inc.**, a Wisconsin corporation (the “Company”), under the **First Business Financial Services, Inc. 2019 Equity Incentive Plan** (the “Plan”). The Award shall be subject to the terms of the Plan and the terms set forth in this Restricted Stock Unit Award Agreement (“Award Agreement”).

Section 1. Award. The Company hereby grants to Participant the Award of restricted stock units (each such unit, an “RSU”), where each RSU represents the right of Participant to receive one Share in the future upon the expiration of the Restricted Period, subject to the terms of this Award Agreement and the Plan.

Section 2. Terms of Restricted Stock Unit Award. The following words and phrases relating to the Award shall have the following meanings:

- (a) The “Participant” is _____.
- (b) The “Grant Date” is _____.
- (c) The number of RSUs is _____.

Except for words and phrases otherwise defined in this Award Agreement, any capitalized word or phrase in this Award Agreement shall have the meaning ascribed to it in the Plan.

Section 3. Restricted Period.

(a) The “Restricted Period” for twenty-five percent (25%) of the RSUs will end on each of the first four (4) anniversaries of the Grant Date.

(b) Notwithstanding the foregoing provisions of this **Section 3**, the Restricted Period for all the RSUs shall cease immediately and such RSUs shall become fully vested immediately upon Participant’s Termination of Service due to Participant’s Disability or Participant’s death.

(c) Notwithstanding any other agreement to the contrary between Participant and the Company or any of its Subsidiaries (the “Company and its Subsidiary” or “the Company and any of its Subsidiaries” are hereinafter referred to as “the Company” for purposes of this **Section 3(c)** through **Section 23** of the Agreement), in the event of a Change in Control, (1) any RSUs still outstanding shall become fully vested, or (2) if Participant terminated employment with the Company within the 30 calendar days prior to the Change in Control and forfeited the RSUs, then such forfeited RSUs shall be re-issued to Participant upon the Change in Control, and shall be fully vested on the date of such re-issuance provided that (a) Participant did not voluntarily resign prior to the effective date of the Change in Control and (b) Participant was not terminated for cause (as determined in good faith by the Board or Committee) prior to the effective date of such Change in Control.

(d) Except as set forth in **Section 3(b)** and **Section 3(c)** above, or as may otherwise be provided by the Committee, if Participant's Termination of Service occurs prior to the expiration of one or more Restricted Periods, Participant shall forfeit all rights, title and interest in and to any RSUs still subject to a Restricted Period as of such Termination of Service.

Section 4. Settlement of RSUs. Delivery of Shares or other amounts under this Award Agreement and the Plan shall be subject to the following:

(a) *Delivery of Shares.* The Company shall deliver to Participant one Share free and clear of any restrictions in settlement of each of the vested and unrestricted RSUs within 45 days following the end of the respective Restricted Period.

(b) *Compliance with Applicable Laws.* Notwithstanding any other term of this Award Agreement or the Plan, the Company shall have no obligation to deliver any Shares or make any other distribution of benefits under this Award Agreement or the Plan unless such delivery or distribution complies with all applicable laws and the applicable rules of any securities exchange or similar entity.

(c) *Certificates Not Required.* To the extent that this Award Agreement and the Plan provide for the issuance of Shares, such issuance may be effected on a non-certificated basis, to the extent not prohibited by applicable law or the applicable rules of any securities exchange or similar entity.

Section 5. Dividend Equivalents. Participant shall receive a cash payment equivalent to any dividends or other distributions paid with respect to the Shares subject to the RSUs, so long as the applicable record date occurs before such RSUs are forfeited or cancelled. Such cash payment shall be paid to Participant (or Participant's beneficiary in accordance with **Section 7**) at the same time as the dividend or other distribution is paid to Shareholders. If, however, any dividends or distributions with respect to the Shares underlying the RSUs are paid in Shares rather than cash, then Participant shall be credited with additional RSUs equal to the number of Shares that Participant would have received had the RSUs been actual Shares, and such RSUs shall be deemed RSUs added to the Award subject to the same risk of forfeiture and other terms of this Agreement.

Section 6. No Shareholder Rights. Participant shall not have any rights of a Shareholder with respect to the RSUs, including but not limited to, voting rights, prior to settlement of the RSUs pursuant to **Section 4(a)** above.

Section 7. Heirs and Successors. This Award Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns, and upon any person acquiring all or substantially all of the Company's assets or business. If any rights of Participant or benefits distributable to Participant under this Award Agreement have not been settled or distributed at the time of Participant's death, such rights shall be settled for and such benefits shall be distributed to the Designated Beneficiary in accordance with the provisions of this Award Agreement and the Plan. The "**Designated Beneficiary**" shall be the beneficiary or beneficiaries designated by Participant in a writing filed with the Committee in such form as the Committee may require. Participant's designation of beneficiary may be amended or revoked from time to time by Participant in accordance with any procedures established by the Committee. If a Participant fails to designate a beneficiary, or if the Designated Beneficiary does not survive Participant, any benefits that would have been provided to Participant shall be provided to the legal representative of the estate of Participant. If a Participant designates a beneficiary and the Designated Beneficiary survives Participant but dies before the provision of the Designated Beneficiary's benefits under this Award Agreement, then any benefits that would have been provided to the Designated Beneficiary shall be provided to the legal representative of the estate of the Designated Beneficiary.

Section 8. Administration. The authority to manage and control the operation and administration of this Award Agreement and the Plan shall be vested in the Committee, and the Committee shall have all powers with respect to this Award Agreement as it has with respect to the Plan. Any interpretation of this Award Agreement or the Plan by the Committee and any decision made by the Committee with respect to this Award Agreement or the Plan shall be final and binding on all persons.

Section 9. Plan Governs. Notwithstanding any provision of this Award Agreement to the contrary, this Award Agreement shall be subject to the terms of the Plan, a copy of which may be obtained by Participant from the office of the secretary of the Company. This Award Agreement shall be subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time. Notwithstanding any provision of this Award Agreement to the contrary, in the event of any discrepancy between the corporate records of the Company, including the Plan, and this Award Agreement, the corporate records of the Company shall control.

Section 10. Not an Employment Contract. Neither the Award nor this Award Agreement shall confer on Participant any rights with respect to continuance of employment or other service with the Company or a Subsidiary, nor shall they interfere in any way with any right the Company or a Subsidiary may otherwise have to terminate or modify the terms of Participant's employment or other service at any time.

Section 11. Amendment. Without limitation of **Section 13** below, this Award Agreement may be amended in accordance with the provisions of the Plan, and may otherwise be amended in writing by Participant and the Company without the consent of any other person.

Section 12. Governing Law. This Award Agreement, the Plan and all actions taken in connection herewith and therewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflict of laws, except as superseded by applicable federal law; and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue the County of Dane, Wisconsin.

Section 13. Clawback. The Award and any amount or benefit received under the Plan shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any applicable Company clawback policy (the "**Policy**") or any applicable law, as may be in effect from time to time. Participant hereby acknowledges and consents to the Company's application, implementation and enforcement of (a) the Policy and any similar policy established by the Company that may apply to Participant together with all other similarly situated participants, whether adopted prior to or following the date of this Award Agreement and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and agrees that the Company may take such actions as may be necessary to effectuate the Policy, any similar policy and applicable law, without further consideration or action.

Section 14. Nonsolicitation of Clients.

(a) While Participant is employed by the Company and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(b) While Participant is employed by the Company, and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, conduct business relating to Financial Services (defined below) with any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(c) While Participant is employed by the Company, and for a period of six (6) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any prospective client of the Company with whom/which the Company engaged in direct marketing efforts (as opposed to general solicitations of business) and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(d) For clarification purposes, the restrictions described in the above subparagraphs apply to clients whether they are persons or entities. The term “**Financial Services**” as used herein shall mean products and/or services offered by the Company within the twelve (12) month period immediately preceding Participant’s last day of employment with the Company.

(e) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 14** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(f) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(g) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(h) This **Section 14** will become null and void upon a Change in Control.

Section 15. Protection of Leadership Pool. Participant and the Company agree to the following:

(a) Participant is a top-level employee of the Company or has special skills or knowledge important to the Company or has skills that are difficult for the Company to replace.

(b) Participant’s colleagues who are employed by the Company in a position of officer or manager, or above (collectively, the “**Leadership Pool**”) are likewise top-level employees of the Company

or have special skills or knowledge important to the Company or have skills that are difficult for the Company to replace.

(c) If Participant or any member of the Leadership Pool ceases to be so employed, the Company will have a business necessity to replace the skills lost.

(d) It takes time after an employee of the caliber of Participant and/or the Leadership Pool leaves the employ of the Company to replace the skills lost; 180 days is a reasonable measure of the time needed to replace such skills.

(e) A primary and necessary source of replacement of the skills of Participant and/or a member of the Leadership Pool are the other members of the Leadership Pool.

(f) The parties recognize that employees of the Company (not otherwise bound by contract) are not in any way restricted from competing with the Company, and are not obligated to accept, nor even to consider, proposals by the Company that they replace Participant or a member of the Leadership Pool in the event Participant or a member of the Leadership Pool leaves the Company.

(g) Because of Participant's present position, Participant is in a position to assist and influence those members of the Leadership Pool with whom Participant has or had a working relationship during the immediately preceding two (2) years, or about whom/which Participant has acquired or possessed specialized knowledge (in either case, a "**Restricted Person**") in choosing whether to remain with the Company and consider or accept other positions with the Company rather than choosing to seek other opportunities outside the Company. Any suggestion by Participant that a Restricted Person should seek another employment opportunity outside the Company, and any offer of another employment opportunity by another employer to a Restricted Person with the assistance of Participant, would be such assistance and influence, in derogation of Participant's duty to the Company as a managerial and supervisory employee.

(h) The monetary value of the loss to the Company in case Participant in fact assists or influences a Restricted Person to leave the Company for a competitor would be impossible to precisely measure. Injunctive relief for a breach of subsection (j) would also be ineffective.

(i) The parties agree that a fair estimate of the monetary value of the loss to the Company in case Participant assists or influences another employee to leave the Company for a competitor would be Participant's daily rate of base pay as of the last day he or she was employed by the Company times 180.

(j) In consideration of this Agreement, and of the continued employment of Participant by the Company, Participant agrees that Participant will not, directly or through another, during Participant's employment and for a period of one (1) year thereafter, assist or influence any Restricted Person to take a position outside the Company which is reasonably likely to pose a competitive threat to the Company.

(k) In the event of a breach by Participant of subsection (j), the stipulated damages for such breach are agreed to be Participant's daily rate of base pay as of the time he or she leaves the Company times 180. This provision for stipulated damages is intended to be and is severable from the substantive obligation in subsection (j), and from the other provisions of this Agreement.

(l) Subsections (j) and (k) are solely for the purposes stated in subsections (a) through (k), and are not for the purpose of limiting the ability of Participant to compete with the Company.

(m) Participant and the Company intend that the promise by Participant in subsection (j) is separate and separable from any other obligation of Participant, and for a different purpose, and with a different remedy from the promise of Participant not to solicit or conduct business with certain clients or to disclose Confidential Information or Trade Secrets of the Company, under **Section 14** and **Section 16**, respectively.

(n) This **Section 15** is effective immediately, and remains in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant.

(o) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

Section 16. Confidentiality. In consideration of this Agreement, Participant agrees to the following:

(a) During the term of Participant's employment, Participant has been, and will continue to be, provided with Trade Secrets and/or Confidential Information. This information has been developed at great expense to Company and is necessary for Company to conduct its business.

(b) While Participant is employed by Company, Participant will not directly or indirectly use or disclose any Trade Secret or Confidential Information, except in the interest and for the benefit of Company.

(c) After the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Trade Secret.

(d) For a period of twenty-four (24) months following the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Confidential Information. This confidentiality provision is not intended in any way to modify or limit Participant's ongoing duty to maintain the confidentiality of information as required under federal and state laws and regulations.

(e) For purposes of this Agreement, the term "**Trade Secret**" has that meaning set forth under applicable law. Participant shall not disclose any information that constitutes a trade secret as defined in § 134.90, Wis. Stats. for as long as the information continues to be a trade secret or any information where disclosure is otherwise restricted by federal, state or local laws and regulations.

(f) For purposes of this Agreement, the term "**Confidential Information**" means all non-Trade Secret information of, about or related to Company or provided to Company by its clients, vendors and suppliers that is not known generally to the public or Company's competitors. Confidential Information includes, but is not limited to: (i) new products, product specifications, information about products under development, research, development or business plans, financial information, client lists, vendor or supplier lists, information about transactions with clients, pricing information, information relating to costs, business records, and employment records and policies (other than Participant's own); (ii) information that is marked or otherwise designated or treated as confidential or proprietary by Company; and (iii) information received by Company from others which Company has an obligation to treat as confidential.

(g) Notwithstanding the foregoing, the terms “**Confidential Information**” and “**Trade Secret**” do not include, and the obligations set forth in this Agreement do not apply to, any information that: (1) can be demonstrated by Participant to have been known by Participant prior to Participant’s employment by Company; (2) is or becomes generally available to the public through no act or omission of Participant; (3) is obtained by Participant in good faith from a third party who discloses such information to Participant on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (4) is independently developed by Participant outside the scope of Participant’s employment without the use of Confidential Information or Trade Secrets. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. Participant is further notified that if Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Participant may disclose the Company’s Trade Secrets to Participant’s attorney and use the Trade Secret information in the court proceeding, provided that Participant files any document containing the Trade Secret under seal so that it is not disclosed to the public, and does not disclose the Trade Secret, except pursuant to court order.

(h) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 16** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(i) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(j) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(k) Notwithstanding anything herein to the contrary, in accordance with Rule 21F-17 under the Securities Exchange Act of 1934 and the rules promulgated thereunder, the Company shall not impede a Participant’s ability to communicate with the Securities and Exchange Commission or other governmental agencies regarding possible federal securities law violations (1) without the Company’s approval and (2) without having to forfeit or forego any resulting whistleblower awards, and the Company shall not enforce any provision of any policy to the extent such provision would be deemed to require the Company’s prior approval of such communication or forfeiture of any award, except to the extent otherwise permitted by Rule 21F-17.

Section 17. Breach of Restrictive Covenants. Except as otherwise provided by the Committee, notwithstanding any provision of the Plan to the contrary, if Participant breaches a non-competition, non-

solicitation, non-disclosure, non-disparagement or other restrictive covenant set forth in an Award Agreement or any other agreement between Participant and the Company, whether during or after Participant's Termination of Service, in addition to and not in limitation of any other rights, remedies, damages, penalties or restrictions available to the Company under the Plan, an Award Agreement, any other agreement between Participant and the Company, or otherwise at law or in equity, Participant shall forfeit or pay to the Company:

(a) Any and all outstanding Awards granted to Participant, including Awards that have become vested or exercisable;

(b) Any Shares held by Participant in connection with the Plan that were acquired by Participant after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service;

(c) The profit realized by Participant from the exercise of any stock options and SARs that Participant exercised after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service, which profit is the difference between the exercise price of the stock option or SAR and the Fair Market Value of any Shares or cash acquired by Participant upon exercise of such stock option or SAR; and

(d) The profit realized by Participant from the sale, or other disposition for consideration, of any Shares received by Participant in connection with the Plan after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service and where such sale or disposition occurs in such similar time period.

Section 18. Offset. The Company shall have the right to offset, from any amount payable or stock deliverable hereunder, any amount that Participant owes to the Company without the consent of Participant or any individual with a right to Participant's Award

Section 19. Effect on Other Agreements. The foregoing provisions of **Section 14** (Nonsolicitation of Clients), **Section 15** (Protection of Leadership Pool), and **Section 16** (Confidentiality) shall not be construed to supersede or alleviate any obligations of Participant to the Company with respect to any restrictive covenant, non-compete or confidentiality agreement otherwise binding on Participant, which shall remain in full force and effect to the extent provided in any such agreements, and in the event that a provision of such agreement shall conflict with any provision of this Award Agreement, Participant acknowledges and agrees that the provision which is most protective of the Company's confidential or proprietary interests shall control. Notwithstanding the foregoing, the provisions of **Section 14**, **Section 15** and **Section 16** shall supersede and replace any similar restrictions included in previous Award Agreements.

Section 20. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 401 Charmany Drive, Madison, WI 53719; Attention: Corporate Secretary, and any notice hereunder to Participant shall be addressed to him or her at the last home address on file with the Company. Either party may designate some other address at any time hereafter in writing.

Section 21. Severability. In the event any provision of the Agreement is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining provisions of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 22. New Employers. While Participant is employed by the Company and for a period of twelve (12) months immediately following the date Participant ceases to be an employee of the Company, Participant will inform each new employer, prior to accepting employment, of the existence of this Agreement,

including the prohibitions contained in **Section 14**, **Section 15** and **Section 16** and provide that employer with a copy of it. Participant authorizes the Company to forward a copy of the prohibitions against competition as contained in this section to any actual or prospective new employer.

Section 23. Waiver of Jury Trial. EXCEPT TO THE EXTENT PROHIBITED BY STATE LAW, BY SIGNING THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed in its name and on its behalf, and Participant acknowledges understanding and acceptance of, and agrees to, the terms of this Award Agreement (including, but not limited to, the Waiver of Jury Trial provision set forth in **Section 23**), all as of the Grant Date.

FIRST BUSINESS FINANCIAL SERVICES, INC.

By: ____

Print Name: ____

Title: ____

PARTICIPANT

Print Name: ____

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Section 4: EX-10.4 (EXHIBIT 10.4)

Exhibit 10.4

**FIRST BUSINESS FINANCIAL SERVICES, INC.
2019 EQUITY INCENTIVE PLAN**

RESTRICTED STOCK AWARD AGREEMENT

The Participant specified below is hereby granted a restricted stock award (the “Award”) by **First Business Financial Services, Inc.**, a Wisconsin corporation (the “Company”), under the **First Business Financial Services, Inc. 2019 Equity Incentive Plan** (the “Plan”). The Award shall be subject to the terms of the Plan and the terms set forth in this Restricted Stock Award Agreement (“Award Agreement”).

Section 1. Award. The Company hereby grants to Participant the Award of restricted stock, which represents the right of Participant to enjoy the number of shares set forth in **Section 2** below (“Covered Shares”) free of restrictions once the Restricted Period ends, subject to the terms of this Award Agreement and the Plan.

Section 2. Terms of Restricted Stock Award. The following words and phrases relating to the Award shall have the following meanings:

- (a) The “Participant” is _____.
- (b) The “Grant Date” is _____.
- (c) The number of “Covered Shares” is _____ Shares.

Except for words and phrases otherwise defined in this Award Agreement, any capitalized word or phrase in this Award Agreement shall have the meaning ascribed to it in the Plan.

Section 3. Restricted Period. The “Restricted Period” for each installment of Covered Shares (each, an “Installment”) shall begin on the Grant Date.

- (a) The Restricted Period for twenty-five percent (25%) of the Covered Shares will end on each of the first four (4) anniversaries of the Grant Date.
- (b) Notwithstanding the foregoing provisions of this **Section 3**, the Restricted Period for all the Covered Shares

shall cease immediately and such Covered Shares shall become fully vested immediately upon Participant's Termination of Service due to Participant's Disability or Participant's death.

(c) Notwithstanding any other agreement to the contrary between Participant and the Company or any of its Subsidiaries (the "Company and its Subsidiary" or "the Company and any of its Subsidiaries" are hereinafter referred to as "the Company" for purposes of this **Section 3(c)** through **Section 23** of the Agreement), in the event of a Change in Control, (1) any Restricted Shares still outstanding shall become fully vested, or (2) if Participant terminated employment with the Company within the 30 calendar days prior to the Change in Control and forfeited the Restricted Shares, then such forfeited shares shall be re-issued to Participant upon the Change in Control, and shall be fully vested on the date of such re-issuance provided that (a) Participant did not voluntarily resign prior to the effective date of the Change in Control and (b) Participant was not terminated for cause (as determined in good faith by the Board or Committee) prior to the effective date of such Change in Control.

(d) Except as set forth in **Section 3(b)** and **Section 3(c)** above, or as may otherwise be provided by the Committee, if Participant's Termination of Service occurs prior to the expiration of one or more Restricted Periods, Participant shall forfeit all rights, title and interest in and to any Installment(s) still subject to a Restricted Period as of such Termination of Service.

Section 4. Dividends. Participant shall be entitled to receive dividends and distributions paid on any Installment during the Restricted Period applicable to such Installment (other than dividends and distributions that may be issued with respect to Shares by virtue of any corporate transaction, to the extent adjustment is made pursuant to Section 3.4 of the Plan); *provided, however*, that no dividends or distributions shall be payable to or for the benefit of Participant with respect to record dates for such dividends or distributions occurring before the Grant Date or on or after the date, if any, on which Participant has forfeited the respective Covered Shares.

Section 5. Voting Rights. Participant shall be entitled to vote the Covered Shares during the Restricted Period applicable to each Installment; *provided, however*, that Participant shall not be entitled to vote Covered Shares with respect to record dates occurring before the Grant Date or on or after the date, if any, on which Participant has forfeited those Covered Shares.

Section 6. Deposit of Restricted Stock Award. All Shares issued with respect to Covered Shares shall be registered in the name of Participant and shall be retained by the Company, or an agent of the Company, until the end of the Restricted Period applicable to such Covered Shares.

Section 7. Heirs and Successors. This Award Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns, and upon any person acquiring all or substantially all of the Company's assets or business. If any rights of Participant or benefits distributable to Participant under this Award Agreement have not been settled or distributed at the time of Participant's death, such rights shall be settled for and such benefits shall be distributed to the Designated Beneficiary in accordance with the provisions of this Award Agreement and the Plan. The "**Designated Beneficiary**" shall be the beneficiary or beneficiaries designated by Participant in a writing filed with the Committee in such form as the Committee may require. Participant's designation of beneficiary may be amended or revoked from time to time by Participant in accordance with any procedures established by the Committee. If a Participant fails to designate a beneficiary, or if the Designated Beneficiary does not survive Participant, any benefits that would have been provided to Participant shall be provided to the legal representative of the estate of Participant. If a Participant designates a beneficiary and the Designated Beneficiary survives Participant but dies before the provision of the Designated Beneficiary's benefits under this Award Agreement, then any benefits that would have been provided to the Designated Beneficiary shall be provided to the legal representative of the estate of the Designated Beneficiary.

Section 8. Administration. The authority to manage and control the operation and administration of this Award Agreement and the Plan shall be vested in the Committee, and the Committee shall have all powers with respect to this Award Agreement as it has with respect to the Plan. Any interpretation of this Award Agreement or the Plan by the Committee and any decision made by the Committee with respect to this Award Agreement or the Plan shall be final and binding on all persons.

Section 9. Plan Governs. Notwithstanding any provision of this Award Agreement to the contrary, this Award Agreement shall be subject to the terms of the Plan, a copy of which may be obtained by Participant from the office of the secretary of the Company. This Award Agreement shall be subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time. Notwithstanding any provision of this Award Agreement to the contrary, in the event of any discrepancy

between the corporate records of the Company, including the Plan, and this Award Agreement, the corporate records of the Company shall control.

Section 10. Not an Employment Contract. Neither the Award nor this Award Agreement shall confer on Participant any rights with respect to continuance of employment or other service with the Company or a Subsidiary, nor shall they interfere in any way with any right the Company or a Subsidiary may otherwise have to terminate or modify the terms of Participant's employment or other service at any time.

Section 11. Amendment. Without limitation of **Section 13** below, this Award Agreement may be amended in accordance with the provisions of the Plan, and may otherwise be amended in writing by Participant and the Company without the consent of any other person.

Section 12. Governing Law. This Award Agreement, the Plan and all actions taken in connection herewith and therewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflict of laws, except as superseded by applicable federal law; and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue the County of Dane, Wisconsin.

Section 13. Clawback. The Award and any amount or benefit received under the Plan shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any applicable Company clawback policy (the "**Policy**") or any applicable law, as may be in effect from time to time. Participant hereby acknowledges and consents to the Company's application, implementation and enforcement of (a) the Policy and any similar policy established by the Company that may apply to Participant together with all other similarly situated participants, whether adopted prior to or following the date of this Award Agreement and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and agrees that the Company may take such actions as may be necessary to effectuate the Policy, any similar policy and applicable law, without further consideration or action.

Section 14. Nonsolicitation of Clients.

(a) While Participant is employed by the Company and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(b) While Participant is employed by the Company, and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, conduct business relating to Financial Services (defined below) with any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(c) While Participant is employed by the Company, and for a period of six (6) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services

(defined below) business from any prospective client of the Company with whom/which the Company engaged in direct marketing efforts (as opposed to general solicitations of business) and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(d) For clarification purposes, the restrictions described in the above subparagraphs apply to clients whether they are persons or entities. The term “**Financial Services**” as used herein shall mean products and/or services offered by the Company within the twelve (12) month period immediately preceding Participant’s last day of employment with the Company.

(e) These covenants are effective immediately, and shall remain in force before and after the time the rights to Restricted Shares granted under this Agreement vest, and after such Restricted Shares are transferred by Participant. The parties intend that this **Section 14** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(f) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(g) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(h) This **Section 14** will become null and void upon a Change in Control.

Section 15. Protection of Leadership Pool. Participant and the Company agree to the following:

(a) Participant is a top-level employee of the Company or has special skills or knowledge important to the Company or has skills that are difficult for the Company to replace.

(b) Participant’s colleagues who are employed by the Company in a position of officer or manager, or above (collectively, the “**Leadership Pool**”) are likewise top-level employees of the Company or have special skills or knowledge important to the Company or have skills that are difficult for the Company to replace.

(c) If Participant or any member of the Leadership Pool ceases to be so employed, the Company will have a business necessity to replace the skills lost.

(d) It takes time after an employee of the caliber of Participant and/or the Leadership Pool leaves the employ of the Company to replace the skills lost; 180 days is a reasonable measure of the time needed to replace such skills.

(e) A primary and necessary source of replacement of the skills of Participant and/or a member of the Leadership Pool are the other members of the Leadership Pool.

(f) The parties recognize that employees of the Company (not otherwise bound by contract) are not in any way restricted from competing with the Company, and are not obligated to accept, nor even to consider, proposals by the Company that they replace Participant or a member of the Leadership Pool in the event Participant or a member of the Leadership Pool leaves the Company.

(g) Because of Participant's present position, Participant is in a position to assist and influence those members of the Leadership Pool with whom Participant has or had a working relationship during the immediately preceding two (2) years, or about whom/which Participant has acquired or possessed specialized knowledge (in either case, a "**Restricted Person**") in choosing whether to remain with the Company and consider or accept other positions with the Company rather than choosing to seek other opportunities outside the Company. Any suggestion by Participant that a Restricted Person should seek another employment opportunity outside the Company, and any offer of another employment opportunity by another employer to a Restricted Person with the assistance of Participant, would be such assistance and influence, in derogation of Participant's duty to the Company as a managerial and supervisory employee.

(h) The monetary value of the loss to the Company in case Participant in fact assists or influences a Restricted Person to leave the Company for a competitor would be impossible to precisely measure. Injunctive relief for a breach of subsection (j) would also be ineffective.

(i) The parties agree that a fair estimate of the monetary value of the loss to the Company in case Participant assists or influences another employee to leave the Company for a competitor would be Participant's daily rate of base pay as of the last day he or she was employed by the Company times 180.

(j) In consideration of this Agreement, and of the continued employment of Participant by the Company, Participant agrees that Participant will not, directly or through another, during Participant's employment and for a period of one (1) year thereafter, assist or influence any Restricted Person to take a position outside the Company which is reasonably likely to pose a competitive threat to the Company.

(k) In the event of a breach by Participant of subsection (j), the stipulated damages for such breach are agreed to be Participant's daily rate of base pay as of the time he or she leaves the Company times 180. This provision for stipulated damages is intended to be and is severable from the substantive obligation in subsection (j), and from the other provisions of this Agreement.

(l) Subsections (j) and (k) are solely for the purposes stated in subsections (a) through (k), and are not for the purpose of limiting the ability of Participant to compete with the Company.

(m) Participant and the Company intend that the promise by Participant in subsection (j) is separate and separable from any other obligation of Participant, and for a different purpose, and with a different remedy from the promise of Participant not to solicit or conduct business with certain clients or to disclose Confidential Information or Trade Secrets of the Company, under **Section 14** and **Section 16**, respectively.

(n) This **Section 15** is effective immediately, and remains in force before and after the time the rights to Restricted Shares granted under this Agreement vest, and after such Restricted Shares are transferred by Participant.

(o) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

Section 16. Confidentiality. In consideration of this Agreement, Participant agrees to the following:

(a) During the term of Participant's employment, Participant has been, and will continue to be, provided with Trade Secrets and/or Confidential Information. This information has been developed at great expense to Company and is necessary for Company to conduct its business.

(b) While Participant is employed by Company, Participant will not directly or indirectly use or disclose any Trade Secret or Confidential Information, except in the interest and for the benefit of Company.

(c) After the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Trade Secret.

(d) For a period of twenty-four (24) months following the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Confidential Information. This confidentiality provision is not intended in any way to modify or limit Participant's ongoing duty to maintain the confidentiality of information as required under federal and state laws and regulations.

(e) For purposes of this Agreement, the term "**Trade Secret**" has that meaning set forth under applicable law. Participant shall not disclose any information that constitutes a trade secret as defined in § 134.90, Wis. Stats. for as long as the information continues to be a trade secret or any information where disclosure is otherwise restricted by federal, state or local laws and regulations.

(f) For purposes of this Agreement, the term "**Confidential Information**" means all non-Trade Secret information of, about or related to Company or provided to Company by its clients, vendors and suppliers that is not known generally to the public or Company's competitors. Confidential Information includes, but is not limited to: (i) new products, product specifications, information about products under development, research, development or business plans, financial information, client lists, vendor or supplier lists, information about transactions with clients, pricing information, information relating to costs, business records, and employment records and policies (other than Participant's own); (ii) information that is marked or otherwise designated or treated as confidential or proprietary by Company; and (iii) information received by Company from others which Company has an obligation to treat as confidential.

(g) Notwithstanding the foregoing, the terms "**Confidential Information**" and "**Trade Secret**" do not include, and the obligations set forth in this Agreement do not apply to, any information that: (1) can be demonstrated by Participant to have been known by Participant prior to Participant's employment by Company; (2) is or becomes generally available to the public through no act or omission of Participant; (3) is obtained by Participant in good faith from a third party who discloses such information to Participant on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (4) is independently developed by Participant outside the scope of Participant's employment without the use of Confidential Information or Trade Secrets. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other

proceeding filed under seal so that it is not disclosed to the public. Participant is further notified that if Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Participant may disclose the Company's Trade Secrets to Participant's attorney and use the Trade Secret information in the court proceeding, provided that Participant files any document containing the Trade Secret under seal so that it is not disclosed to the public, and does not disclose the Trade Secret, except pursuant to court order.

(h) These covenants are effective immediately, and shall remain in force before and after the time the rights to Restricted Shares granted under this Agreement vest, and after such Restricted Shares are transferred by Participant. The parties intend that this **Section 16** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(i) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(j) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

(k) Notwithstanding anything herein to the contrary, in accordance with Rule 21F-17 under the Securities Exchange Act of 1934 and the rules promulgated thereunder, the Company shall not impede a Participant's ability to communicate with the Securities and Exchange Commission or other governmental agencies regarding possible federal securities law violations (1) without the Company's approval and (2) without having to forfeit or forego any resulting whistleblower awards, and the Company shall not enforce any provision of any policy to the extent such provision would be deemed to require the Company's prior approval of such communication or forfeiture of any award, except to the extent otherwise permitted by Rule 21F-17.

Section 17. Breach of Restrictive Covenants. Except as otherwise provided by the Committee, notwithstanding any provision of the Plan to the contrary, if Participant breaches a non-competition, non-solicitation, non-disclosure, non-disparagement or other restrictive covenant set forth in an Award Agreement or any other agreement between Participant and the Company, whether during or after Participant's Termination of Service, in addition to and not in limitation of any other rights, remedies, damages, penalties or restrictions available to the Company under the Plan, an Award Agreement, any other agreement between Participant and the Company, or otherwise at law or in equity, Participant shall forfeit or pay to the Company:

(a) Any and all outstanding Awards granted to Participant, including Awards that have become vested or exercisable;

(b) Any Shares held by Participant in connection with the Plan that were acquired by Participant after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service;

(c) The profit realized by Participant from the exercise of any stock options and SARs that Participant exercised after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service, which profit is the difference between the

exercise price of the stock option or SAR and the Fair Market Value of any Shares or cash acquired by Participant upon exercise of such stock option or SAR; and

(d) The profit realized by Participant from the sale, or other disposition for consideration, of any Shares received by Participant in connection with the Plan after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service and where such sale or disposition occurs in such similar time period.

Section 18. Offset. The Company shall have the right to offset, from any amount payable or stock deliverable hereunder, any amount that Participant owes to the Company without the consent of Participant or any individual with a right to Participant's Award

Section 19. Effect on Other Agreements. The foregoing provisions of **Section 14** (Nonsolicitation of Clients), **Section 15** (Protection of Leadership Pool), and **Section 16** (Confidentiality) shall not be construed to supersede or alleviate any obligations of Participant to the Company with respect to any restrictive covenant, non-compete or confidentiality agreement otherwise binding on Participant, which shall remain in full force and effect to the extent provided in any such agreements, and in the event that a provision of such agreement shall conflict with any provision of this Award Agreement, Participant acknowledges and agrees that the provision which is most protective of the Company's confidential or proprietary interests shall control. Notwithstanding the foregoing, the provisions of **Section 14**, **Section 15** and **Section 16** shall supersede and replace any similar restrictions included in previous Award Agreements.

Section 20. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 401 Charmany Drive, Madison, WI 53719; Attention: Corporate Secretary, and any notice hereunder to Participant shall be addressed to him or her at the last home address on file with the Company. Either party may designate some other address at any time hereafter in writing.

Section 21. Severability. In the event any provision of the Agreement is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining provisions of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 22. New Employers. While Participant is employed by the Company and for a period of twelve (12) months immediately following the date Participant ceases to be an employee of the Company, Participant will inform each new employer, prior to accepting employment, of the existence of this Agreement, including the prohibitions contained in **Section 14**, **Section 15** and **Section 16** and provide that employer with a copy of it. Participant authorizes the Company to forward a copy of the prohibitions against competition as contained in this section to any actual or prospective new employer.

Section 23. Waiver of Jury Trial. EXCEPT TO THE EXTENT PROHIBITED BY STATE LAW, BY SIGNING THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN

CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed in its name and on its behalf, and Participant acknowledges understanding and acceptance of, and agrees to, the terms of this Award Agreement (including, but not limited to, the Waiver of Jury Trial provision set forth in **Section 23**), all as of the Grant Date.

FIRST BUSINESS FINANCIAL SERVICES, INC.

By: ____

Print Name: ____

Title: ____

PARTICIPANT

Print Name: ____

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Section 5: EX-10.5 (EXHIBIT 10.5)

Exhibit 10.5

**FIRST BUSINESS FINANCIAL SERVICES, INC.
2019 EQUITY INCENTIVE PLAN**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT**

The Participant specified below is hereby granted a performance-based restricted stock unit award (the “Award”) by **First Business Financial Services, Inc.**, a Wisconsin corporation (the “Company”), under the **First Business Financial Services, Inc. 2019 Equity Incentive Plan** (the “Plan”). The Award shall be subject to the terms of the Plan and the terms set forth in this Performance-Based Restricted Stock Unit Award Agreement (“Award Agreement”).

Section 1. Award. The Company hereby grants to Participant the Award of restricted stock units (each such unit, an “RSU”), where each RSU represents the right of Participant to receive one Share in the future upon the expiration of the Performance Period, subject to the terms of this Award Agreement and the Plan.

Section 2. Terms of Restricted Stock Unit Award. The following words and phrases relating to the Award shall have the following meanings:

- (a) The “Participant” is _____.
- (b) The “Grant Date” is _____.
- (c) The maximum number of RSUs is _____.
- (d) The “Performance Period” begins on _____ and concludes on _____.

Except for words and phrases otherwise defined in this Award Agreement, any capitalized word or phrase in this Award Agreement shall have the meaning ascribed to it in the Plan.

Section 3. Performance Measurement.

(a) The Committee shall establish one or more performance goals for each Performance Period, which may consist of business criteria or other metrics (the “**Performance Goals**”). The Performance Goals are set forth on **Exhibit A** hereto. Upon the expiration of the Performance Period, the Committee shall have the sole discretion to determine the level of achievement of the Performance Goals and, in accordance with **Exhibit A**, the number of RSUs, if any, that Participant has earned.

(b) Except as set forth below in **Section 3(c)**, **Section 3(d)**, and **Section 3(e)**, or as may otherwise be provided by the Committee, if Participant’s Termination of Service occurs prior to the expiration of the Performance Period, Participant shall forfeit all rights, title and interest in and to any RSUs subject to the Performance Period.

(c) Notwithstanding the foregoing provisions of this **Section 3**, if Participant incurs a Termination of Service due to Disability or death, the RSUs shall become fully vested on the date of termination at the level of target performance.

(d) Notwithstanding the foregoing provisions of this **Section 3** or any other agreement to the contrary between Participant and the Company or any of its Subsidiaries (the “Company and its Subsidiary” or “the Company and any of its Subsidiaries” are hereinafter referred to as “the Company” for purposes of this **Section 3(d)** through **Section 23** of the Agreement), in the event of a Change in Control, (1) any RSUs still outstanding shall become fully vested, or (2) if Participant terminated employment with the Company within the 30 calendar days prior to the Change in Control and forfeited the RSUs, then such forfeited RSUs shall be re-issued to Participant upon the Change in Control, and shall be fully vested upon the date of such re-issuance provided that (a) Participant did not voluntarily resign prior to the effective date of the Change in Control and (b) Participant was not terminated for cause (as determined in good faith by the Board or Committee) prior to the effective date of such Change in Control. RSUs that vest pursuant to this **Section 3(d)** shall vest at the greater of the level of target performance or actual performance; *provided, however*, that the RSUs shall vest at the level of target performance until the first anniversary of the Grant Date.

(e) Notwithstanding the foregoing provisions of this **Section 3** or any other agreement to the contrary between Participant and the Company, if Participant incurs a Termination of Service as a result of Retirement after the first anniversary of the Grant Date, then the RSUs shall not be forfeited as a result of such Retirement and shall continue to vest for as long as Participant remains Retired.

(i) “**Retirement**” means a Termination of Service on or after the date on which Participant has achieved age sixty (60) with at least ten (10) years of service in a senior executive capacity with the Company; *provided* that Participant provides at least twelve (12) months’ notice to the Company’s Chief Executive Officer (or, if Participant is the Company’s Chief Executive Officer, to the Board) prior to such Retirement.

(ii) Following Retirement, Participant shall be “**Retired**” so long as Participant does not (x) directly, or indirectly through another, act as an officer, director, partner or employee of or consultant to, or act in any managerial capacity with, any entity that is engaged in the financial services industry or (y) act in any full-time position with any other entity if such position requires duties and responsibilities similar to the duties and responsibilities of Participant with the Company prior to Retirement.

(iii) Whether Participant remains Retired at any time shall be determined by the Board or the Committee in its sole discretion. If, while this Award is outstanding, Participant commences employment or other work of any kind following Retirement, then Participant is required to promptly provide written notice to the Company of the name of his or her employer and the nature of his or her position or other work. In addition, as a condition for this Award to remain outstanding following Retirement, the Company will require Participant to provide information relating to his or her activities following Retirement prior to each vesting date to enable the Board or the Committee to determine whether Participant remains Retired, and Participant’s failure to provide such information upon request will cause the Award to be forfeited.

(iv) If Participant receives any benefit under this Award after Retirement but when he or she is no longer Retired, then Participant will be obligated to repay to the Company the value of such benefit (with such value to be determined by the Company, which may include a

reasonable rate of interest) promptly following receipt from the Company of notice to Participant of his or her repayment obligation.

Section 4. Settlement of RSUs. Delivery of Shares or other amounts under this Award Agreement and the Plan shall be subject to the following:

(a) *Delivery of Shares.* The Company shall deliver to Participant one Share free and clear of any restrictions in settlement of each of the vested and unrestricted RSUs within 45 days following the end of the respective Performance Period.

(b) *Compliance with Applicable Laws.* Notwithstanding any other term of this Award Agreement or the Plan, the Company shall have no obligation to deliver any Shares or make any other distribution of benefits under this Award Agreement or the Plan unless such delivery or distribution complies with all applicable laws and the applicable rules of any securities exchange or similar entity.

(c) *Certificates Not Required.* To the extent that this Award Agreement and the Plan provide for the issuance of Shares, such issuance may be effected on a non-certificated basis, to the extent not prohibited by applicable law or the applicable rules of any securities exchange or similar entity.

Section 5. Dividend Equivalents. Participant shall receive a cash payment equivalent to any dividends or other distributions paid with respect to the Shares subject to the RSUs at the target level, so long as the applicable record date occurs before such RSUs are forfeited or cancelled. Such cash payment shall be paid to Participant (or Participant's beneficiary in accordance with **Section 7**) at the same time as the dividend or other distribution is paid to Shareholders. If, however, any dividends or distributions with respect to the Shares underlying the RSUs are paid in Shares rather than cash, then Participant shall be credited with additional RSUs equal to the number of Shares that Participant would have received had the RSUs been actual Shares at target level, and such RSUs shall be deemed RSUs added to the Award subject to the same risk of forfeiture and other terms of this Agreement.

Section 6. No Shareholder Rights. Participant shall not have any rights of a Shareholder with respect to the RSUs, including but not limited to, voting rights, prior to settlement of the RSUs pursuant to **Section 4(a)** above.

Section 7. Heirs and Successors. This Award Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns, and upon any person acquiring all or substantially all of the Company's assets or business. If any rights of Participant or benefits distributable to Participant under this Award Agreement have not been settled or distributed at the time of Participant's death, such rights shall be settled for and such benefits shall be distributed to the Designated Beneficiary in accordance with the provisions of this Award Agreement and the Plan. The "**Designated Beneficiary**" shall be the beneficiary or beneficiaries designated by Participant in a writing filed with the Committee in such form as the Committee may require. Participant's designation of beneficiary may be amended or revoked from time to time by Participant in accordance with any procedures established by the Committee. If a Participant fails to designate a beneficiary, or if the Designated Beneficiary does not survive Participant, any benefits that would have been provided to Participant shall be provided to the legal representative of the estate of Participant. If a Participant designates a beneficiary and the Designated Beneficiary survives Participant but dies before the provision of the Designated Beneficiary's benefits under this Award Agreement, then any benefits that would have been provided to the Designated Beneficiary shall be provided to the legal representative of the estate of the Designated Beneficiary.

Section 8. Administration. The authority to manage and control the operation and administration of this Award Agreement and the Plan shall be vested in the Committee, and the Committee shall have all powers with respect to this Award Agreement as it has with respect to the Plan. Any interpretation of this Award Agreement or the Plan by the Committee and any decision made by the Committee with respect to this Award Agreement or the Plan shall be final and binding on all persons.

Section 9. Plan Governs. Notwithstanding any provision of this Award Agreement to the contrary, this Award Agreement shall be subject to the terms of the Plan, a copy of which may be obtained by Participant from the office of the secretary of the Company. This Award Agreement shall be subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time. Notwithstanding any provision of this Award Agreement to the contrary, in the event of any discrepancy between the corporate records of the Company, including the Plan, and this Award Agreement, the corporate records of the Company shall control.

Section 10. Not an Employment Contract. Neither the Award nor this Award Agreement shall confer on Participant any rights with respect to continuance of employment or other service with the Company or a Subsidiary, nor shall they interfere in any way with any right the Company or a Subsidiary may otherwise have to terminate or modify the terms of Participant's employment or other service at any time.

Section 11. Amendment. Without limitation of **Section 13** below, this Award Agreement may be amended in accordance with the provisions of the Plan, and may otherwise be amended in writing by Participant and the Company without the consent of any other person.

Section 12. Governing Law. This Award Agreement, the Plan and all actions taken in connection herewith and therewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflict of laws, except as superseded by applicable federal law; and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue the County of Dane, Wisconsin.

Section 13. Clawback. The Award and any amount or benefit received under the Plan shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any applicable Company clawback policy (the "**Policy**") or any applicable law, as may be in effect from time to time. Participant hereby acknowledges and consents to the Company's application, implementation and enforcement of (a) the Policy and any similar policy established by the Company that may apply to Participant together with all other similarly situated participants, whether adopted prior to or following the date of this Award Agreement and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and agrees that the Company may take such actions as may be necessary to effectuate the Policy, any similar policy and applicable law, without further consideration or action.

Section 14. Nonsolicitation of Clients.

(a) While Participant is employed by the Company and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(b) While Participant is employed by the Company, and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, conduct business relating to Financial Services (defined below) with any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(c) While Participant is employed by the Company, and for a period of six (6) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any prospective client of the Company with whom/which the Company engaged in direct marketing efforts (as opposed to general solicitations of business) and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(d) For clarification purposes, the restrictions described in the above subparagraphs apply to clients whether they are persons or entities. The term “**Financial Services**” as used herein shall mean products and/or services offered by the Company within the twelve (12) month period immediately preceding Participant’s last day of employment with the Company.

(e) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 14(e)** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(f) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(g) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(h) This **Section 14** will become null and void upon a Change in Control.

Section 15. Protection of Leadership Pool. Participant and the Company agree to the following:

(a) Participant is a top-level employee of the Company or has special skills or knowledge important to the Company or has skills that are difficult for the Company to replace.

(b) Participant’s colleagues who are employed by the Company in a position of officer or manager, or above (collectively, the “**Leadership Pool**”) are likewise top-level employees of the Company

or have special skills or knowledge important to the Company or have skills that are difficult for the Company to replace.

(c) If Participant or any member of the Leadership Pool ceases to be so employed, the Company will have a business necessity to replace the skills lost.

(d) It takes time after an employee of the caliber of Participant and/or the Leadership Pool leaves the employ of the Company to replace the skills lost; 180 days is a reasonable measure of the time needed to replace such skills.

(e) A primary and necessary source of replacement of the skills of Participant and/or a member of the Leadership Pool are the other members of the Leadership Pool.

(f) The parties recognize that employees of the Company (not otherwise bound by contract) are not in any way restricted from competing with the Company, and are not obligated to accept, nor even to consider, proposals by the Company that they replace Participant or a member of the Leadership Pool in the event Participant or a member of the Leadership Pool leaves the Company.

(g) Because of Participant's present position, Participant is in a position to assist and influence those members of the Leadership Pool with whom Participant has or had a working relationship during the immediately preceding two (2) years, or about whom/which Participant has acquired or possessed specialized knowledge (in either case, a "**Restricted Person**") in choosing whether to remain with the Company and consider or accept other positions with the Company rather than choosing to seek other opportunities outside the Company. Any suggestion by Participant that a Restricted Person should seek another employment opportunity outside the Company, and any offer of another employment opportunity by another employer to a Restricted Person with the assistance of Participant, would be such assistance and influence, in derogation of Participant's duty to the Company as a managerial and supervisory employee.

(h) The monetary value of the loss to the Company in case Participant in fact assists or influences a Restricted Person to leave the Company for a competitor would be impossible to precisely measure. Injunctive relief for a breach of subsection (j) would also be ineffective.

(i) The parties agree that a fair estimate of the monetary value of the loss to the Company in case Participant assists or influences another employee to leave the Company for a competitor would be Participant's daily rate of base pay as of the last day he or she was employed by the Company times 180.

(j) In consideration of this Agreement, and of the continued employment of Participant by the Company, Participant agrees that Participant will not, directly or through another, during Participant's employment and for a period of one (1) year thereafter, assist or influence any Restricted Person to take a position outside the Company which is reasonably likely to pose a competitive threat to the Company.

(k) In the event of a breach by Participant of subsection (j), the stipulated damages for such breach are agreed to be Participant's daily rate of base pay as of the time he or she leaves the Company times 180. This provision for stipulated damages is intended to be and is severable from the substantive obligation in subsection (j), and from the other provisions of this Agreement.

(l) Subsections (j) and (k) are solely for the purposes stated in subsections (a) through (k), and are not for the purpose of limiting the ability of Participant to compete with the Company.

(m) Participant and the Company intend that the promise by Participant in subsection (j) is separate and separable from any other obligation of Participant, and for a different purpose, and with a different remedy from the promise of Participant not to solicit or conduct business with certain clients or to disclose Confidential Information or Trade Secrets of the Company, under **Section 14** and **Section 16**, respectively.

(n) This **Section 15** is effective immediately, and remains in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant.

(o) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

Section 16. Confidentiality. In consideration of this Agreement, Participant agrees to the following:

(a) During the term of Participant's employment, Participant has been, and will continue to be, provided with Trade Secrets and/or Confidential Information. This information has been developed at great expense to Company and is necessary for Company to conduct its business.

(b) While Participant is employed by Company, Participant will not directly or indirectly use or disclose any Trade Secret or Confidential Information, except in the interest and for the benefit of Company.

(c) After the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Trade Secret.

(d) For a period of twenty-four (24) months following the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Confidential Information. This confidentiality provision is not intended in any way to modify or limit Participant's ongoing duty to maintain the confidentiality of information as required under federal and state laws and regulations.

(e) For purposes of this Agreement, the term "**Trade Secret**" has that meaning set forth under applicable law. Participant shall not disclose any information that constitutes a trade secret as defined in § 134.90, Wis. Stats. for as long as the information continues to be a trade secret or any information where disclosure is otherwise restricted by federal, state or local laws and regulations.

(f) For purposes of this Agreement, the term "**Confidential Information**" means all non-Trade Secret information of, about or related to Company or provided to Company by its clients, vendors and suppliers that is not known generally to the public or Company's competitors. Confidential Information includes, but is not limited to: (i) new products, product specifications, information about products under development, research, development or business plans, financial information, client lists, vendor or supplier lists, information about transactions with clients, pricing information, information relating to costs, business records, and employment records and policies (other than Participant's own); (ii) information that is marked or otherwise designated or treated as confidential or proprietary by Company; and (iii) information received by Company from others which Company has an obligation to treat as confidential.

(g) Notwithstanding the foregoing, the terms “**Confidential Information**” and “**Trade Secret**” do not include, and the obligations set forth in this Agreement do not apply to, any information that: (1) can be demonstrated by Participant to have been known by Participant prior to Participant’s employment by Company; (2) is or becomes generally available to the public through no act or omission of Participant; (3) is obtained by Participant in good faith from a third party who discloses such information to Participant on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (4) is independently developed by Participant outside the scope of Participant’s employment without the use of Confidential Information or Trade Secrets. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. Participant is further notified that if Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Participant may disclose the Company’s Trade Secrets to Participant’s attorney and use the Trade Secret information in the court proceeding, provided that Participant files any document containing the Trade Secret under seal so that it is not disclosed to the public, and does not disclose the Trade Secret, except pursuant to court order.

(h) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 16** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(i) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(j) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(k) Notwithstanding anything herein to the contrary, in accordance with Rule 21F-17 under the Securities Exchange Act of 1934 and the rules promulgated thereunder, the Company shall not impede a Participant’s ability to communicate with the Securities and Exchange Commission or other governmental agencies regarding possible federal securities law violations (1) without the Company’s approval and (2) without having to forfeit or forego any resulting whistleblower awards, and the Company shall not enforce any provision of any policy to the extent such provision would be deemed to require the Company’s prior approval of such communication or forfeiture of any award, except to the extent otherwise permitted by Rule 21F-17.

Section 17. Breach of Restrictive Covenants. Except as otherwise provided by the Committee, notwithstanding any provision of the Plan to the contrary, if Participant breaches a non-competition, non-

solicitation, non-disclosure, non-disparagement or other restrictive covenant set forth in an Award Agreement or any other agreement between Participant and the Company, whether during or after Participant's Termination of Service, in addition to and not in limitation of any other rights, remedies, damages, penalties or restrictions available to the Company under the Plan, an Award Agreement, any other agreement between Participant and the Company, or otherwise at law or in equity, Participant shall forfeit or pay to the Company:

(a) Any and all outstanding Awards granted to Participant, including Awards that have become vested or exercisable;

(b) Any Shares held by Participant in connection with the Plan that were acquired by Participant after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service;

(c) The profit realized by Participant from the exercise of any stock options and SARs that Participant exercised after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service, which profit is the difference between the exercise price of the stock option or SAR and the Fair Market Value of any Shares or cash acquired by Participant upon exercise of such stock option or SAR; and

(d) The profit realized by Participant from the sale, or other disposition for consideration, of any Shares received by Participant in connection with the Plan after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service and where such sale or disposition occurs in such similar time period.

Section 18. Offset. The Company shall have the right to offset, from any amount payable or stock deliverable hereunder, any amount that Participant owes to the Company without the consent of Participant or any individual with a right to Participant's Award

Section 19. Effect on Other Agreements. The foregoing provisions of **Section 14** (Nonsolicitation of Clients), **Section 15** (Protection of Leadership Pool), and **Section 16** (Confidentiality) shall not be construed to supersede or alleviate any obligations of Participant to the Company with respect to any restrictive covenant, non-compete or confidentiality agreement otherwise binding on Participant, which shall remain in full force and effect to the extent provided in any such agreements, and in the event that a provision of such agreement shall conflict with any provision of this Award Agreement, Participant acknowledges and agrees that the provision which is most protective of the Company's confidential or proprietary interests shall control. Notwithstanding the foregoing, the provisions of **Section 14**, **Section 15** and **Section 16** shall supersede and replace any similar restrictions included in previous Award Agreements.

Section 20. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 401 Charmany Drive, Madison, WI 53719; Attention: Corporate Secretary, and any notice hereunder to Participant shall be addressed to him or her at the last home address on file with the Company. Either party may designate some other address at any time hereafter in writing.

Section 21. Severability. In the event any provision of the Agreement is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining provisions of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 22. New Employers. While Participant is employed by the Company and for a period of twelve (12) months immediately following the date Participant ceases to be an employee of the Company, Participant will inform each new employer, prior to accepting employment, of the existence of this Agreement,

including the prohibitions contained in **Section 14**, **Section 15** and **Section 16** and provide that employer with a copy of it. Participant authorizes the Company to forward a copy of the prohibitions against competition as contained in this section to any actual or prospective new employer.

Section 23. Waiver of Jury Trial. EXCEPT TO THE EXTENT PROHIBITED BY STATE LAW, BY SIGNING THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed in its name and on its behalf, and Participant acknowledges understanding and acceptance of, and agrees to, the terms of this Award Agreement (including, but not limited to, the Waiver of Jury Trial provision set forth in **Section 23**), all as of the Grant Date.

FIRST BUSINESS FINANCIAL SERVICES, INC.

By: ___

Print Name: ___

Title: ___

PARTICIPANT

Print Name: ___

—

EXHIBIT A

Performance-Based Restricted Stock Unit Performance Goals

Performance Goals and Vesting Percentages

<u>Performance Goal</u>	<u>Weighting</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>	<u>Actual Performance Result</u>	<u>Achievement Percentage*</u>
[Relative Return on Average Equity]	[]%	[]%	[]%	[]%	[]%	[]%
[Relative Total Shareholder Return]	[]%	[]%	[]%	[]%	[]%	[]%
Total Performance-Based RSU Vesting as a percentage of the Target Award						[]%

*Achievement of each performance goal to be determined by straight-line interpolation for actual performance falling between threshold and target or target and maximum levels. If achievement with respect to a particular performance goal does not reach threshold level, then no portion of the award will vest with respect to such performance goal.

Performance-Based RSU Award Opportunities (as % of Target Award)

<u>Attainment Level</u>	<u>[Relative Return on Average Equity]</u>	<u>[Relative Total Shareholder Return]</u>
Threshold	[0]%	[0]%
Target	[100]%	[100]%
Maximum	[200]%	[200]%

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Section 6: EX-10.6 (EXHIBIT 10.6)

Exhibit 10.6

FIRST BUSINESS FINANCIAL SERVICES, INC.
2019 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT

AWARD AGREEMENT

The Participant specified below is hereby granted a restricted stock unit award (the “Award”) by **First Business Financial Services, Inc.**, a Wisconsin corporation (the “Company”), under the **First Business Financial Services, Inc. 2019 Equity Incentive Plan** (the “Plan”). The Award shall be subject to the terms of the Plan and the terms set forth in this Restricted Stock Unit Award Agreement (“Award Agreement”).

Section 1. Award. The Company hereby grants to Participant the Award of restricted stock units (each such unit, an “RSU”), where each RSU represents the right of Participant to receive one Share in the future upon the expiration of the Restricted Period, subject to the terms of this Award Agreement and the Plan.

Section 2. Terms of Restricted Stock Unit Award. The following words and phrases relating to the Award shall have the following meanings:

- (a) The “Participant” is _____.
- (b) The “Grant Date” is _____.
- (c) The number of RSUs is _____.

Except for words and phrases otherwise defined in this Award Agreement, any capitalized word or phrase in this Award Agreement shall have the meaning ascribed to it in the Plan.

Section 3. Restricted Period.

(a) The “Restricted Period” for twenty-five percent (25%) of the RSUs will end on each of the first four (4) anniversaries of the Grant Date.

(b) Notwithstanding the foregoing provisions of this **Section 3**, the Restricted Period for all the RSUs shall cease immediately and such RSUs shall become fully vested immediately upon Participant’s Termination of Service due to Participant’s Disability or Participant’s death.

(c) Notwithstanding any other agreement to the contrary between Participant and the Company or any of its Subsidiaries (the “Company and its Subsidiary” or “the Company and any of its Subsidiaries” are hereinafter referred to as “the Company” for purposes of this **Section 3(c)** through **Section 23** of the Agreement), in the event of a Change in Control, (1) any RSUs still outstanding shall become fully vested, or (2) if Participant terminated employment with the Company within the 30 calendar days prior to the Change in Control and forfeited the RSUs, then such forfeited RSUs shall be re-issued to Participant upon the Change in Control, and shall be fully vested on the date of such re-issuance provided that (a) Participant did not voluntarily resign prior to the effective date of the Change in Control and (b) Participant was not terminated for cause (as determined in good faith by the Board or Committee) prior to the effective date of such Change in Control.

(d) Except as set forth in **Section 3(b), Section 3(c) and 3(e)**, or as may otherwise be provided by the Committee, if Participant's Termination of Service occurs prior to the expiration of one or more Restricted Periods, Participant shall forfeit all rights, title and interest in and to any RSUs still subject to a Restricted Period as of such Termination of Service.

(e) Notwithstanding the foregoing provisions of this **Section 3** or any other agreement to the contrary between Participant and the Company, if Participant incurs a Termination of Service as a result of Retirement after the first anniversary of the Grant Date, then the RSUs shall not be forfeited as a result of such Retirement and shall continue to vest for as long as Participant remains Retired.

(i) "**Retirement**" means a Termination of Service on or after the date on which Participant has achieved age sixty (60) with at least ten (10) years of service in a senior executive capacity with the Company; *provided* that Participant provides at least twelve (12) months' notice to the Company's Chief Executive Officer (or, if Participant is the Company's Chief Executive Officer, to the Board) prior to such Retirement.

(ii) Following Retirement, Participant shall be "**Retired**" so long as Participant does not (x) directly, or indirectly through another, act as an officer, director, partner or employee of or consultant to, or act in any managerial capacity with, any entity that is engaged in the financial services industry or (y) act in any full-time position with any other entity if such position requires duties and responsibilities similar to the duties and responsibilities of Participant with the Company prior to Retirement.

(iii) Whether Participant remains Retired at any time shall be determined by the Board or the Committee in its sole discretion. If, while this Award is outstanding, Participant commences employment or other work of any kind following Retirement, then Participant is required to promptly provide written notice to the Company of the name of his or her employer and the nature of his or her position or other work. In addition, as a condition for this Award to remain outstanding following Retirement, the Company will require Participant to provide information relating to his or her activities following Retirement prior to each vesting date to enable the Board or the Committee to determine whether Participant remains Retired, and Participant's failure to provide such information upon request will cause the Award to be forfeited.

(iv) If Participant receives any benefit under this Award after Retirement but when he or she is no longer Retired, then Participant will be obligated to repay to the Company the value of such benefit (with such value to be determined by the Company, which may include a reasonable rate of interest) promptly following receipt from the Company of notice to Participant of his or her repayment obligation.

Section 4. Settlement of RSUs. Delivery of Shares or other amounts under this Award Agreement and the Plan shall be subject to the following:

(a) *Delivery of Shares.* The Company shall deliver to Participant one Share free and clear of any restrictions in settlement of each of the vested and unrestricted RSUs within 45 days following the end of the respective Restricted Period.

(b) *Compliance with Applicable Laws.* Notwithstanding any other term of this Award Agreement or the Plan, the Company shall have no obligation to deliver any Shares or make any other distribution of benefits under this Award Agreement or the Plan unless such delivery or distribution complies with all applicable laws and the applicable rules of any securities exchange or similar entity.

(c) *Certificates Not Required.* To the extent that this Award Agreement and the Plan provide for the issuance of Shares, such issuance may be effected on a non-certificated basis, to the extent not prohibited by applicable law or the applicable rules of any securities exchange or similar entity.

Section 5. Dividend Equivalents. Participant shall receive a cash payment equivalent to any dividends or other distributions paid with respect to the Shares subject to the RSUs, so long as the applicable record date occurs before such RSUs are forfeited or cancelled. Such cash payment shall be paid to Participant (or Participant's beneficiary in accordance with **Section 7**) at the same time as the dividend or other distribution is paid to Shareholders. If, however, any dividends or distributions with respect to the Shares underlying the RSUs are paid in Shares rather than cash, then Participant shall be credited with additional RSUs equal to the number of Shares that Participant would have received had the RSUs been actual Shares, and such RSUs shall be deemed RSUs added to the Award subject to the same risk of forfeiture and other terms of this Agreement.

Section 6. No Shareholder Rights. Participant shall not have any rights of a Shareholder with respect to the RSUs, including but not limited to, voting rights, prior to settlement of the RSUs pursuant to **Section 4(a)** above.

Section 7. Heirs and Successors. This Award Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns, and upon any person acquiring all or substantially all of the Company's assets or business. If any rights of Participant or benefits distributable to Participant under this Award Agreement have not been settled or distributed at the time of Participant's death, such rights shall be settled for and such benefits shall be distributed to the Designated Beneficiary in accordance with the provisions of this Award Agreement and the Plan. The "**Designated Beneficiary**" shall be the beneficiary or beneficiaries designated by Participant in a writing filed with the Committee in such form as the Committee may require. Participant's designation of beneficiary may be amended or revoked from time to time by Participant in accordance with any procedures established by the Committee. If a Participant fails to designate a beneficiary, or if the Designated Beneficiary does not survive Participant, any benefits that would have been provided to Participant shall be provided to the legal representative of the estate of Participant. If a Participant designates a beneficiary and the Designated Beneficiary survives Participant but dies before the provision of the Designated Beneficiary's benefits under this Award Agreement, then any benefits that would have been provided to the Designated Beneficiary shall be provided to the legal representative of the estate of the Designated Beneficiary.

Section 8. Administration. The authority to manage and control the operation and administration of this Award Agreement and the Plan shall be vested in the Committee, and the Committee shall have all powers with respect to this Award Agreement as it has with respect to the Plan. Any interpretation of this Award Agreement or the Plan by the Committee and any decision made by the Committee with respect to this Award Agreement or the Plan shall be final and binding on all persons.

Section 9. Plan Governs. Notwithstanding any provision of this Award Agreement to the contrary, this Award Agreement shall be subject to the terms of the Plan, a copy of which may be obtained by Participant from the office of the secretary of the Company. This Award Agreement shall be subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time. Notwithstanding any provision of this Award Agreement to the contrary, in the event of any discrepancy between the corporate records of the Company, including the Plan, and this Award Agreement, the corporate records of the Company shall control.

Section 10. Not an Employment Contract. Neither the Award nor this Award Agreement shall confer on Participant any rights with respect to continuance of employment or other service with the Company or a Subsidiary, nor shall they interfere in any way with any right the Company or a Subsidiary may otherwise have to terminate or modify the terms of Participant's employment or other service at any time.

Section 11. Amendment. Without limitation of **Section 13** below, this Award Agreement may be amended in accordance with the provisions of the Plan, and may otherwise be amended in writing by Participant and the Company without the consent of any other person.

Section 12. Governing Law. This Award Agreement, the Plan and all actions taken in connection herewith and therewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflict of laws, except as superseded by applicable federal law; and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue the County of Dane, Wisconsin.

Section 13. Clawback. The Award and any amount or benefit received under the Plan shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any applicable Company clawback policy (the "**Policy**") or any applicable law, as may be in effect from time to time. Participant hereby acknowledges and consents to the Company's application, implementation and enforcement of (a) the Policy and any similar policy established by the Company that may apply to Participant together with all other similarly situated participants, whether adopted prior to or following the date of this Award Agreement and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and agrees that the Company may take such actions as may be necessary to effectuate the Policy, any similar policy and applicable law, without further consideration or action.

Section 14. Nonsolicitation of Clients.

(a) While Participant is employed by the Company and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(b) While Participant is employed by the Company, and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, conduct business relating to Financial Services (defined below) with any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(c) While Participant is employed by the Company, and for a period of six (6) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any prospective client of the Company with whom/which the Company engaged in direct marketing efforts (as opposed to general solicitations of business) and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential

or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(d) For clarification purposes, the restrictions described in the above subparagraphs apply to clients whether they are persons or entities. The term “**Financial Services**” as used herein shall mean products and/or services offered by the Company within the twelve (12) month period immediately preceding Participant’s last day of employment with the Company.

(e) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 14** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(f) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(g) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(h) This **Section 14** will become null and void upon a Change in Control.

Section 15. Protection of Leadership Pool. Participant and the Company agree to the following:

(a) Participant is a top-level employee of the Company or has special skills or knowledge important to the Company or has skills that are difficult for the Company to replace.

(b) Participant’s colleagues who are employed by the Company in a position of officer or manager, or above (collectively, the “**Leadership Pool**”) are likewise top-level employees of the Company or have special skills or knowledge important to the Company or have skills that are difficult for the Company to replace.

(c) If Participant or any member of the Leadership Pool ceases to be so employed, the Company will have a business necessity to replace the skills lost.

(d) It takes time after an employee of the caliber of Participant and/or the Leadership Pool leaves the employ of the Company to replace the skills lost; 180 days is a reasonable measure of the time needed to replace such skills.

(e) A primary and necessary source of replacement of the skills of Participant and/or a member of the Leadership Pool are the other members of the Leadership Pool.

(f) The parties recognize that employees of the Company (not otherwise bound by contract) are not in any way restricted from competing with the Company, and are not obligated to accept,

nor even to consider, proposals by the Company that they replace Participant or a member of the Leadership Pool in the event Participant or a member of the Leadership Pool leaves the Company.

(g) Because of Participant's present position, Participant is in a position to assist and influence those members of the Leadership Pool with whom Participant has or had a working relationship during the immediately preceding two (2) years, or about whom/which Participant has acquired or possessed specialized knowledge (in either case, a "**Restricted Person**") in choosing whether to remain with the Company and consider or accept other positions with the Company rather than choosing to seek other opportunities outside the Company. Any suggestion by Participant that a Restricted Person should seek another employment opportunity outside the Company, and any offer of another employment opportunity by another employer to a Restricted Person with the assistance of Participant, would be such assistance and influence, in derogation of Participant's duty to the Company as a managerial and supervisory employee.

(h) The monetary value of the loss to the Company in case Participant in fact assists or influences a Restricted Person to leave the Company for a competitor would be impossible to precisely measure. Injunctive relief for a breach of subsection (j) would also be ineffective.

(i) The parties agree that a fair estimate of the monetary value of the loss to the Company in case Participant assists or influences another employee to leave the Company for a competitor would be Participant's daily rate of base pay as of the last day he or she was employed by the Company times 180.

(j) In consideration of this Agreement, and of the continued employment of Participant by the Company, Participant agrees that Participant will not, directly or through another, during Participant's employment and for a period of one (1) year thereafter, assist or influence any Restricted Person to take a position outside the Company which is reasonably likely to pose a competitive threat to the Company.

(k) In the event of a breach by Participant of subsection (j), the stipulated damages for such breach are agreed to be Participant's daily rate of base pay as of the time he or she leaves the Company times 180. This provision for stipulated damages is intended to be and is severable from the substantive obligation in subsection (j), and from the other provisions of this Agreement.

(l) Subsections (j) and (k) are solely for the purposes stated in subsections (a) through (k), and are not for the purpose of limiting the ability of Participant to compete with the Company.

(m) Participant and the Company intend that the promise by Participant in subsection (j) is separate and separable from any other obligation of Participant, and for a different purpose, and with a different remedy from the promise of Participant not to solicit or conduct business with certain clients or to disclose Confidential Information or Trade Secrets of the Company, under **Section 14** and **Section 16**, respectively.

(n) This **Section 15** is effective immediately, and remains in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant.

(o) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

Section 16. Confidentiality. In consideration of this Agreement, Participant agrees to the following:

(a) During the term of Participant's employment, Participant has been, and will continue to be, provided with Trade Secrets and/or Confidential Information. This information has been developed at great expense to Company and is necessary for Company to conduct its business.

(b) While Participant is employed by Company, Participant will not directly or indirectly use or disclose any Trade Secret or Confidential Information, except in the interest and for the benefit of Company.

(c) After the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Trade Secret.

(d) For a period of twenty-four (24) months following the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Confidential Information. This confidentiality provision is not intended in any way to modify or limit Participant's ongoing duty to maintain the confidentiality of information as required under federal and state laws and regulations.

(e) For purposes of this Agreement, the term "**Trade Secret**" has that meaning set forth under applicable law. Participant shall not disclose any information that constitutes a trade secret as defined in § 134.90, Wis. Stats. for as long as the information continues to be a trade secret or any information where disclosure is otherwise restricted by federal, state or local laws and regulations.

(f) For purposes of this Agreement, the term "**Confidential Information**" means all non-Trade Secret information of, about or related to Company or provided to Company by its clients, vendors and suppliers that is not known generally to the public or Company's competitors. Confidential Information includes, but is not limited to: (i) new products, product specifications, information about products under development, research, development or business plans, financial information, client lists, vendor or supplier lists, information about transactions with clients, pricing information, information relating to costs, business records, and employment records and policies (other than Participant's own); (ii) information that is marked or otherwise designated or treated as confidential or proprietary by Company; and (iii) information received by Company from others which Company has an obligation to treat as confidential.

(g) Notwithstanding the foregoing, the terms "**Confidential Information**" and "**Trade Secret**" do not include, and the obligations set forth in this Agreement do not apply to, any information that: (1) can be demonstrated by Participant to have been known by Participant prior to Participant's employment by Company; (2) is or becomes generally available to the public through no act or omission of Participant; (3) is obtained by Participant in good faith from a third party who discloses such information to Participant on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (4) is independently developed by Participant outside the scope of Participant's employment without the use of Confidential Information or Trade Secrets. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other

proceeding filed under seal so that it is not disclosed to the public. Participant is further notified that if Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Participant may disclose the Company's Trade Secrets to Participant's attorney and use the Trade Secret information in the court proceeding, provided that Participant files any document containing the Trade Secret under seal so that it is not disclosed to the public, and does not disclose the Trade Secret, except pursuant to court order.

(h) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 16** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(i) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(j) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

(k) Notwithstanding anything herein to the contrary, in accordance with Rule 21F-17 under the Securities Exchange Act of 1934 and the rules promulgated thereunder, the Company shall not impede a Participant's ability to communicate with the Securities and Exchange Commission or other governmental agencies regarding possible federal securities law violations (1) without the Company's approval and (2) without having to forfeit or forego any resulting whistleblower awards, and the Company shall not enforce any provision of any policy to the extent such provision would be deemed to require the Company's prior approval of such communication or forfeiture of any award, except to the extent otherwise permitted by Rule 21F-17.

Section 17. Breach of Restrictive Covenants. Except as otherwise provided by the Committee, notwithstanding any provision of the Plan to the contrary, if Participant breaches a non-competition, non-solicitation, non-disclosure, non-disparagement or other restrictive covenant set forth in an Award Agreement or any other agreement between Participant and the Company, whether during or after Participant's Termination of Service, in addition to and not in limitation of any other rights, remedies, damages, penalties or restrictions available to the Company under the Plan, an Award Agreement, any other agreement between Participant and the Company, or otherwise at law or in equity, Participant shall forfeit or pay to the Company:

(a) Any and all outstanding Awards granted to Participant, including Awards that have become vested or exercisable;

(b) Any Shares held by Participant in connection with the Plan that were acquired by Participant after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service;

(c) The profit realized by Participant from the exercise of any stock options and SARs that Participant exercised after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service, which profit is the difference between the

exercise price of the stock option or SAR and the Fair Market Value of any Shares or cash acquired by Participant upon exercise of such stock option or SAR; and

(d) The profit realized by Participant from the sale, or other disposition for consideration, of any Shares received by Participant in connection with the Plan after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service and where such sale or disposition occurs in such similar time period.

Section 18. Offset. The Company shall have the right to offset, from any amount payable or stock deliverable hereunder, any amount that Participant owes to the Company without the consent of Participant or any individual with a right to Participant's Award

Section 19. Effect on Other Agreements. The foregoing provisions of **Section 14** (Nonsolicitation of Clients), **Section 15** (Protection of Leadership Pool), and **Section 16** (Confidentiality) shall not be construed to supersede or alleviate any obligations of Participant to the Company with respect to any restrictive covenant, non-compete or confidentiality agreement otherwise binding on Participant, which shall remain in full force and effect to the extent provided in any such agreements, and in the event that a provision of such agreement shall conflict with any provision of this Award Agreement, Participant acknowledges and agrees that the provision which is most protective of the Company's confidential or proprietary interests shall control. Notwithstanding the foregoing, the provisions of **Section 14**, **Section 15** and **Section 16** shall supersede and replace any similar restrictions included in previous Award Agreements.

Section 20. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 401 Charmany Drive, Madison, WI 53719; Attention: Corporate Secretary, and any notice hereunder to Participant shall be addressed to him or her at the last home address on file with the Company. Either party may designate some other address at any time hereafter in writing.

Section 21. Severability. In the event any provision of the Agreement is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining provisions of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 22. New Employers. While Participant is employed by the Company and for a period of twelve (12) months immediately following the date Participant ceases to be an employee of the Company, Participant will inform each new employer, prior to accepting employment, of the existence of this Agreement, including the prohibitions contained in **Section 14**, **Section 15** and **Section 16** and provide that employer with a copy of it. Participant authorizes the Company to forward a copy of the prohibitions against competition as contained in this section to any actual or prospective new employer.

Section 23. Waiver of Jury Trial. EXCEPT TO THE EXTENT PROHIBITED BY STATE LAW, BY SIGNING THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN

CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed in its name and on its behalf, and Participant acknowledges understanding and acceptance of, and agrees to, the terms of this Award Agreement (including, but not limited to, the Waiver of Jury Trial provision set forth in **Section 23**), all as of the Grant Date.

FIRST BUSINESS FINANCIAL SERVICES, INC.

By: ____

Print Name: ____

Title: ____

PARTICIPANT

Print Name: ____

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Section 7: EX-10.7 (EXHIBIT 10.7)

Exhibit 10.7

**FIRST BUSINESS FINANCIAL SERVICES, INC.
2019 EQUITY INCENTIVE PLAN**

**PERFORMANCE-BASED RESTRICTED STOCK UNIT
AWARD AGREEMENT**

The Participant specified below is hereby granted a performance-based restricted stock unit award (the “Award”) by **First Business Financial Services, Inc.**, a Wisconsin corporation (the “Company”), under the **First Business Financial Services, Inc. 2019 Equity Incentive Plan** (the “Plan”) in exchange for the cancellation of the Participant’s restricted award agreement dated _____ and the cancellation of the shares issued thereunder that have not yet vested as of the Grant Date. The Award shall be subject to the terms of the Plan and the terms set forth in this Performance-Based Restricted Stock Unit Award Agreement (“Award Agreement”).

Section 1. Award. The Company hereby grants to Participant the Award of restricted stock units (each such unit, an “RSU”), where each RSU represents the right of Participant to receive one Share in the future upon the expiration of the Performance Period, subject to the terms of this Award Agreement and the Plan.

Section 2. Terms of Restricted Stock Unit Award. The following words and phrases relating to the Award shall have the following meanings:

- (a) The “Participant” is _____.
- (b) The “Grant Date” is _____.
- (c) The maximum number of RSUs is _____.
- (d) The “Performance Period” begins on _____ and concludes on _____.

Except for words and phrases otherwise defined in this Award Agreement, any capitalized word or phrase in this Award Agreement shall have the meaning ascribed to it in the Plan.

Section 3. Performance Measurement.

(a) The Committee shall establish one or more performance goals for each Performance Period, which may consist of business criteria or other metrics (the “**Performance Goals**”). The Performance Goals are set forth on **Exhibit A** hereto. Upon the expiration of the Performance Period, the Committee shall have the sole discretion to determine the level of achievement of the Performance Goals and, in accordance with **Exhibit A**, the number of RSUs, if any, that Participant has earned.

(b) Except as set forth below in **Section 3(c)**, **Section 3(d)**, and **Section 3(e)**, or as may otherwise be provided by the Committee, if Participant’s Termination of Service occurs prior to the expiration of the Performance Period, Participant shall forfeit all rights, title and interest in and to any RSUs subject to the Performance Period.

(c) Notwithstanding the foregoing provisions of this **Section 3**, if Participant incurs a Termination of Service due to Disability or death, the RSUs shall become fully vested on the date of termination at the level of target performance.

(d) Notwithstanding the foregoing provisions of this **Section 3** or any other agreement to the contrary between Participant and the Company or any of its Subsidiaries (the “Company and its Subsidiary” or “the Company and any of its Subsidiaries” are hereinafter referred to as “the Company” for purposes of this **Section 3(d)** through **Section 23** of the Agreement), in the event of a Change in Control, (1) any RSUs still outstanding shall become fully vested, or (2) if Participant terminated employment with the Company within the 30 calendar days prior to the Change in Control and forfeited the RSUs, then such forfeited RSUs shall be re-issued to Participant upon the Change in Control, and shall be fully vested upon the date of such re-issuance provided that (a) Participant did not voluntarily resign prior to the effective date of the Change in Control and (b) Participant was not terminated for cause (as determined in good faith by the Board or Committee) prior to the effective date of such Change in Control. RSUs that vest pursuant to this **Section 3(d)** shall vest at the greater of the level of target performance or actual performance; *provided, however*, that the RSUs shall vest at the level of target performance until the first anniversary of the Grant Date.

(e) Notwithstanding the foregoing provisions of this **Section 3** or any other agreement to the contrary between Participant and the Company, if Participant incurs a Termination of Service as a result of Retirement after the first anniversary of the Grant Date, then the RSUs shall not be forfeited as a result of such Retirement and shall continue to vest for as long as Participant remains Retired.

(i) “**Retirement**” means a Termination of Service on or after the date on which Participant has achieved age sixty (60) with at least ten (10) years of service in a senior executive capacity with the Company; *provided* that Participant provides at least twelve (12) months’ notice to the Company’s Chief Executive Officer (or, if Participant is the Company’s Chief Executive Officer, to the Board) prior to such Retirement.

(ii) Following Retirement, Participant shall be “**Retired**” so long as Participant does not (x) directly, or indirectly through another, act as an officer, director, partner or employee of or consultant to, or act in any managerial capacity with, any entity that is engaged in the financial services industry or (y) act in any full-time position with any other entity if such position requires duties and responsibilities similar to the duties and responsibilities of Participant with the Company prior to Retirement.

(iii) Whether Participant remains Retired at any time shall be determined by the Board or the Committee in its sole discretion. If, while this Award is outstanding, Participant commences employment or other work of any kind following Retirement, then Participant is required to promptly provide written notice to the Company of the name of his or her employer and the nature of his or her position or other work. In addition, as a condition for this Award to remain outstanding following Retirement, the Company will require Participant to provide information relating to his or her activities following Retirement prior to each vesting date to enable the Board or the Committee to determine whether Participant remains Retired, and Participant’s failure to provide such information upon request will cause the Award to be forfeited.

(iv) If Participant receives any benefit under this Award after Retirement but when he or she is no longer Retired, then Participant will be obligated to repay to the Company the value of such benefit (with such value to be determined by the Company, which may include a

reasonable rate of interest) promptly following receipt from the Company of notice to Participant of his or her repayment obligation.

Section 4. Settlement of RSUs. Delivery of Shares or other amounts under this Award Agreement and the Plan shall be subject to the following:

(a) *Delivery of Shares.* The Company shall deliver to Participant one Share free and clear of any restrictions in settlement of each of the vested and unrestricted RSUs within 45 days following the end of the respective Performance Period.

(b) *Compliance with Applicable Laws.* Notwithstanding any other term of this Award Agreement or the Plan, the Company shall have no obligation to deliver any Shares or make any other distribution of benefits under this Award Agreement or the Plan unless such delivery or distribution complies with all applicable laws and the applicable rules of any securities exchange or similar entity.

(c) *Certificates Not Required.* To the extent that this Award Agreement and the Plan provide for the issuance of Shares, such issuance may be effected on a non-certificated basis, to the extent not prohibited by applicable law or the applicable rules of any securities exchange or similar entity.

Section 5. Dividend Equivalents. Participant shall receive a cash payment equivalent to any dividends or other distributions paid with respect to the Shares subject to the RSUs at the target level, so long as the applicable record date occurs before such RSUs are forfeited or cancelled. Such cash payment shall be paid to Participant (or Participant's beneficiary in accordance with **Section 7**) at the same time as the dividend or other distribution is paid to Shareholders. If, however, any dividends or distributions with respect to the Shares underlying the RSUs are paid in Shares rather than cash, then Participant shall be credited with additional RSUs equal to the number of Shares that Participant would have received had the RSUs been actual Shares at target level, and such RSUs shall be deemed RSUs added to the Award subject to the same risk of forfeiture and other terms of this Agreement.

Section 6. No Shareholder Rights. Participant shall not have any rights of a Shareholder with respect to the RSUs, including but not limited to, voting rights, prior to settlement of the RSUs pursuant to **Section 4(a)** above.

Section 7. Heirs and Successors. This Award Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns, and upon any person acquiring all or substantially all of the Company's assets or business. If any rights of Participant or benefits distributable to Participant under this Award Agreement have not been settled or distributed at the time of Participant's death, such rights shall be settled for and such benefits shall be distributed to the Designated Beneficiary in accordance with the provisions of this Award Agreement and the Plan. The "**Designated Beneficiary**" shall be the beneficiary or beneficiaries designated by Participant in a writing filed with the Committee in such form as the Committee may require. Participant's designation of beneficiary may be amended or revoked from time to time by Participant in accordance with any procedures established by the Committee. If a Participant fails to designate a beneficiary, or if the Designated Beneficiary does not survive Participant, any benefits that would have been provided to Participant shall be provided to the legal representative of the estate of Participant. If a Participant designates a beneficiary and the Designated Beneficiary survives Participant but dies before the provision of the Designated Beneficiary's benefits under this Award Agreement, then any benefits that would have been provided to the Designated Beneficiary shall be provided to the legal representative of the estate of the Designated Beneficiary.

Section 8. Administration. The authority to manage and control the operation and administration of this Award Agreement and the Plan shall be vested in the Committee, and the Committee shall have all powers with respect to this Award Agreement as it has with respect to the Plan. Any interpretation of this Award Agreement or the Plan by the Committee and any decision made by the Committee with respect to this Award Agreement or the Plan shall be final and binding on all persons.

Section 9. Plan Governs. Notwithstanding any provision of this Award Agreement to the contrary, this Award Agreement shall be subject to the terms of the Plan, a copy of which may be obtained by Participant from the office of the secretary of the Company. This Award Agreement shall be subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time. Notwithstanding any provision of this Award Agreement to the contrary, in the event of any discrepancy between the corporate records of the Company, including the Plan, and this Award Agreement, the corporate records of the Company shall control.

Section 10. Not an Employment Contract. Neither the Award nor this Award Agreement shall confer on Participant any rights with respect to continuance of employment or other service with the Company or a Subsidiary, nor shall they interfere in any way with any right the Company or a Subsidiary may otherwise have to terminate or modify the terms of Participant's employment or other service at any time.

Section 11. Amendment. Without limitation of **Section 13** below, this Award Agreement may be amended in accordance with the provisions of the Plan, and may otherwise be amended in writing by Participant and the Company without the consent of any other person.

Section 12. Governing Law. This Award Agreement, the Plan and all actions taken in connection herewith and therewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflict of laws, except as superseded by applicable federal law; and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue the County of Dane, Wisconsin.

Section 13. Clawback. The Award and any amount or benefit received under the Plan shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any applicable Company clawback policy (the "**Policy**") or any applicable law, as may be in effect from time to time. Participant hereby acknowledges and consents to the Company's application, implementation and enforcement of (a) the Policy and any similar policy established by the Company that may apply to Participant together with all other similarly situated participants, whether adopted prior to or following the date of this Award Agreement and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and agrees that the Company may take such actions as may be necessary to effectuate the Policy, any similar policy and applicable law, without further consideration or action.

Section 14. Nonsolicitation of Clients.

(a) While Participant is employed by the Company and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(b) While Participant is employed by the Company, and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, conduct business relating to Financial Services (defined below) with any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(c) While Participant is employed by the Company, and for a period of six (6) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any prospective client of the Company with whom/which the Company engaged in direct marketing efforts (as opposed to general solicitations of business) and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(d) For clarification purposes, the restrictions described in the above subparagraphs apply to clients whether they are persons or entities. The term “**Financial Services**” as used herein shall mean products and/or services offered by the Company within the twelve (12) month period immediately preceding Participant’s last day of employment with the Company.

(e) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 14(e)** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(f) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(g) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(h) This **Section 14** will become null and void upon a Change in Control.

Section 15. Protection of Leadership Pool. Participant and the Company agree to the following:

(a) Participant is a top-level employee of the Company or has special skills or knowledge important to the Company or has skills that are difficult for the Company to replace.

(b) Participant’s colleagues who are employed by the Company in a position of officer or manager, or above (collectively, the “**Leadership Pool**”) are likewise top-level employees of the Company

or have special skills or knowledge important to the Company or have skills that are difficult for the Company to replace.

(c) If Participant or any member of the Leadership Pool ceases to be so employed, the Company will have a business necessity to replace the skills lost.

(d) It takes time after an employee of the caliber of Participant and/or the Leadership Pool leaves the employ of the Company to replace the skills lost; 180 days is a reasonable measure of the time needed to replace such skills.

(e) A primary and necessary source of replacement of the skills of Participant and/or a member of the Leadership Pool are the other members of the Leadership Pool.

(f) The parties recognize that employees of the Company (not otherwise bound by contract) are not in any way restricted from competing with the Company, and are not obligated to accept, nor even to consider, proposals by the Company that they replace Participant or a member of the Leadership Pool in the event Participant or a member of the Leadership Pool leaves the Company.

(g) Because of Participant's present position, Participant is in a position to assist and influence those members of the Leadership Pool with whom Participant has or had a working relationship during the immediately preceding two (2) years, or about whom/which Participant has acquired or possessed specialized knowledge (in either case, a "**Restricted Person**") in choosing whether to remain with the Company and consider or accept other positions with the Company rather than choosing to seek other opportunities outside the Company. Any suggestion by Participant that a Restricted Person should seek another employment opportunity outside the Company, and any offer of another employment opportunity by another employer to a Restricted Person with the assistance of Participant, would be such assistance and influence, in derogation of Participant's duty to the Company as a managerial and supervisory employee.

(h) The monetary value of the loss to the Company in case Participant in fact assists or influences a Restricted Person to leave the Company for a competitor would be impossible to precisely measure. Injunctive relief for a breach of subsection (j) would also be ineffective.

(i) The parties agree that a fair estimate of the monetary value of the loss to the Company in case Participant assists or influences another employee to leave the Company for a competitor would be Participant's daily rate of base pay as of the last day he or she was employed by the Company times 180.

(j) In consideration of this Agreement, and of the continued employment of Participant by the Company, Participant agrees that Participant will not, directly or through another, during Participant's employment and for a period of one (1) year thereafter, assist or influence any Restricted Person to take a position outside the Company which is reasonably likely to pose a competitive threat to the Company.

(k) In the event of a breach by Participant of subsection (j), the stipulated damages for such breach are agreed to be Participant's daily rate of base pay as of the time he or she leaves the Company times 180. This provision for stipulated damages is intended to be and is severable from the substantive obligation in subsection (j), and from the other provisions of this Agreement.

(l) Subsections (j) and (k) are solely for the purposes stated in subsections (a) through (k), and are not for the purpose of limiting the ability of Participant to compete with the Company.

(m) Participant and the Company intend that the promise by Participant in subsection (j) is separate and separable from any other obligation of Participant, and for a different purpose, and with a different remedy from the promise of Participant not to solicit or conduct business with certain clients or to disclose Confidential Information or Trade Secrets of the Company, under **Section 14** and **Section 16**, respectively.

(n) This **Section 15** is effective immediately, and remains in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant.

(o) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

Section 16. Confidentiality. In consideration of this Agreement, Participant agrees to the following:

(a) During the term of Participant's employment, Participant has been, and will continue to be, provided with Trade Secrets and/or Confidential Information. This information has been developed at great expense to Company and is necessary for Company to conduct its business.

(b) While Participant is employed by Company, Participant will not directly or indirectly use or disclose any Trade Secret or Confidential Information, except in the interest and for the benefit of Company.

(c) After the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Trade Secret.

(d) For a period of twenty-four (24) months following the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Confidential Information. This confidentiality provision is not intended in any way to modify or limit Participant's ongoing duty to maintain the confidentiality of information as required under federal and state laws and regulations.

(e) For purposes of this Agreement, the term "**Trade Secret**" has that meaning set forth under applicable law. Participant shall not disclose any information that constitutes a trade secret as defined in § 134.90, Wis. Stats. for as long as the information continues to be a trade secret or any information where disclosure is otherwise restricted by federal, state or local laws and regulations.

(f) For purposes of this Agreement, the term "**Confidential Information**" means all non-Trade Secret information of, about or related to Company or provided to Company by its clients, vendors and suppliers that is not known generally to the public or Company's competitors. Confidential Information includes, but is not limited to: (i) new products, product specifications, information about products under development, research, development or business plans, financial information, client lists, vendor or supplier lists, information about transactions with clients, pricing information, information relating to costs, business records, and employment records and policies (other than Participant's own); (ii) information that is marked or otherwise designated or treated as confidential or proprietary by Company; and (iii) information received by Company from others which Company has an obligation to treat as confidential.

(g) Notwithstanding the foregoing, the terms “**Confidential Information**” and “**Trade Secret**” do not include, and the obligations set forth in this Agreement do not apply to, any information that: (1) can be demonstrated by Participant to have been known by Participant prior to Participant’s employment by Company; (2) is or becomes generally available to the public through no act or omission of Participant; (3) is obtained by Participant in good faith from a third party who discloses such information to Participant on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (4) is independently developed by Participant outside the scope of Participant’s employment without the use of Confidential Information or Trade Secrets. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, Participant shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. Participant is further notified that if Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Participant may disclose the Company’s Trade Secrets to Participant’s attorney and use the Trade Secret information in the court proceeding, provided that Participant files any document containing the Trade Secret under seal so that it is not disclosed to the public, and does not disclose the Trade Secret, except pursuant to court order.

(h) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 16** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(i) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(j) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(k) Notwithstanding anything herein to the contrary, in accordance with Rule 21F-17 under the Securities Exchange Act of 1934 and the rules promulgated thereunder, the Company shall not impede a Participant’s ability to communicate with the Securities and Exchange Commission or other governmental agencies regarding possible federal securities law violations (1) without the Company’s approval and (2) without having to forfeit or forego any resulting whistleblower awards, and the Company shall not enforce any provision of any policy to the extent such provision would be deemed to require the Company’s prior approval of such communication or forfeiture of any award, except to the extent otherwise permitted by Rule 21F-17.

Section 17. Breach of Restrictive Covenants. Except as otherwise provided by the Committee, notwithstanding any provision of the Plan to the contrary, if Participant breaches a non-competition, non-

solicitation, non-disclosure, non-disparagement or other restrictive covenant set forth in an Award Agreement or any other agreement between Participant and the Company, whether during or after Participant's Termination of Service, in addition to and not in limitation of any other rights, remedies, damages, penalties or restrictions available to the Company under the Plan, an Award Agreement, any other agreement between Participant and the Company, or otherwise at law or in equity, Participant shall forfeit or pay to the Company:

(a) Any and all outstanding Awards granted to Participant, including Awards that have become vested or exercisable;

(b) Any Shares held by Participant in connection with the Plan that were acquired by Participant after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service;

(c) The profit realized by Participant from the exercise of any stock options and SARs that Participant exercised after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service, which profit is the difference between the exercise price of the stock option or SAR and the Fair Market Value of any Shares or cash acquired by Participant upon exercise of such stock option or SAR; and

(d) The profit realized by Participant from the sale, or other disposition for consideration, of any Shares received by Participant in connection with the Plan after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service and where such sale or disposition occurs in such similar time period.

Section 18. Offset. The Company shall have the right to offset, from any amount payable or stock deliverable hereunder, any amount that Participant owes to the Company without the consent of Participant or any individual with a right to Participant's Award

Section 19. Effect on Other Agreements. The foregoing provisions of **Section 14** (Nonsolicitation of Clients), **Section 15** (Protection of Leadership Pool), and **Section 16** (Confidentiality) shall not be construed to supersede or alleviate any obligations of Participant to the Company with respect to any restrictive covenant, non-compete or confidentiality agreement otherwise binding on Participant, which shall remain in full force and effect to the extent provided in any such agreements, and in the event that a provision of such agreement shall conflict with any provision of this Award Agreement, Participant acknowledges and agrees that the provision which is most protective of the Company's confidential or proprietary interests shall control. Notwithstanding the foregoing, the provisions of **Section 14**, **Section 15** and **Section 16** shall supersede and replace any similar restrictions included in previous Award Agreements.

Section 20. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 401 Charmany Drive, Madison, WI 53719; Attention: Corporate Secretary, and any notice hereunder to Participant shall be addressed to him or her at the last home address on file with the Company. Either party may designate some other address at any time hereafter in writing.

Section 21. Severability. In the event any provision of the Agreement is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining provisions of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 22. New Employers. While Participant is employed by the Company and for a period of twelve (12) months immediately following the date Participant ceases to be an employee of the Company, Participant will inform each new employer, prior to accepting employment, of the existence of this Agreement,

including the prohibitions contained in **Section 14**, **Section 15** and **Section 16** and provide that employer with a copy of it. Participant authorizes the Company to forward a copy of the prohibitions against competition as contained in this section to any actual or prospective new employer.

Section 23. Waiver of Jury Trial. EXCEPT TO THE EXTENT PROHIBITED BY STATE LAW, BY SIGNING THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed in its name and on its behalf, and Participant acknowledges understanding and acceptance of, and agrees to, the terms of this Award Agreement (including, but not limited to, the Waiver of Jury Trial provision set forth in **Section 23**), all as of the Grant Date.

FIRST BUSINESS FINANCIAL SERVICES, INC.

By: ___

Print Name: ___

Title: ___

PARTICIPANT

Print Name: ___

—

EXHIBIT A

Performance-Based Restricted Stock Unit Performance Goals

Performance Goals and Vesting Percentages

<u>Performance Goal</u>	<u>Weighting</u>	<u>Threshold</u>	<u>Target</u>	<u>Maximum</u>	<u>Actual Performance Result</u>	<u>Achievement Percentage*</u>
[Relative Return on Average Equity]	[]%	[]%	[]%	[]%	[]%	[]%
[Relative Total Shareholder Return]	[]%	[]%	[]%	[]%	[]%	[]%
Total Performance-Based RSU Vesting as a percentage of the Target Award						[]%

*Achievement of each performance goal to be determined by straight-line interpolation for actual performance falling between threshold and target or target and maximum levels. If achievement with respect to a particular performance goal does not reach threshold level, then no portion of the award will vest with respect to such performance goal.

Performance-Based RSU Award Opportunities (as % of Target Award)

<u>Attainment Level</u>	<u>[Relative Return on Average Equity]</u>	<u>[Relative Total Shareholder Return]</u>
Threshold	[0]%	[0]%
Target	[100]%	[100]%
Maximum	[200]%	[200]%

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Section 8: EX-10.8 (EXHIBIT 10.8)

Exhibit 10.8

FIRST BUSINESS FINANCIAL SERVICES, INC.
2019 EQUITY INCENTIVE PLAN

RESTRICTED STOCK UNIT

AWARD AGREEMENT

The Participant specified below is hereby granted a restricted stock unit award (the “Award”) by **First Business Financial Services, Inc.**, a Wisconsin corporation (the “Company”), under the **First Business Financial Services, Inc. 2019 Equity Incentive Plan** (the “Plan”) in exchange for the cancellation of the Participant’s restricted award agreement dated _____ and the cancellation of the shares issued thereunder that have not yet vested as of the Grant Date. The Award shall be subject to the terms of the Plan and the terms set forth in this Restricted Stock Unit Award Agreement (“Award Agreement”).

Section 1. Award. The Company hereby grants to Participant the Award of restricted stock units (each such unit, an “RSU”), where each RSU represents the right of Participant to receive one Share in the future upon the expiration of the Restricted Period, subject to the terms of this Award Agreement and the Plan.

Section 2. Terms of Restricted Stock Unit Award. The following words and phrases relating to the Award shall have the following meanings:

- (a) The “Participant” is _____.
- (b) The “Grant Date” is _____.
- (c) The number of RSUs is _____.

Except for words and phrases otherwise defined in this Award Agreement, any capitalized word or phrase in this Award Agreement shall have the meaning ascribed to it in the Plan.

Section 3. Restricted Period.

(a) The “**Restricted Period**” for thirty-three percent (33%) of the RSUs will end on each of the first two (2) anniversaries of the Grant Date and thirty-four (34%) of the Covered Shares will end on the third (3rd) anniversary.

(b) Notwithstanding the foregoing provisions of this **Section 3**, the Restricted Period for all the RSUs shall cease immediately and such RSUs shall become fully vested immediately upon Participant’s Termination of Service due to Participant’s Disability or Participant’s death.

(c) Notwithstanding any other agreement to the contrary between Participant and the Company or any of its Subsidiaries (the “Company and its Subsidiary” or “the Company and any of its Subsidiaries” are hereinafter referred to as “the Company” for purposes of this **Section 3(c)** through **Section 23** of the Agreement), in the event of a Change in Control, (1) any RSUs still outstanding shall become fully vested, or (2) if Participant terminated employment with the Company within the 30 calendar days prior to the Change in Control and forfeited the RSUs, then such forfeited RSUs shall be re-issued to Participant upon the Change in Control, and shall be fully vested on the date of such re-issuance provided that (a) Participant did not voluntarily resign prior to the effective date of the Change in Control and (b) Participant

was not terminated for cause (as determined in good faith by the Board or Committee) prior to the effective date of such Change in Control.

(d) Except as set forth in **Section 3(b), Section 3(c) and 3(e)**, or as may otherwise be provided by the Committee, if Participant's Termination of Service occurs prior to the expiration of one or more Restricted Periods, Participant shall forfeit all rights, title and interest in and to any RSUs still subject to a Restricted Period as of such Termination of Service.

(e) Notwithstanding the foregoing provisions of this **Section 3** or any other agreement to the contrary between Participant and the Company, if Participant incurs a Termination of Service as a result of Retirement after the first anniversary of the Grant Date, then the RSUs shall not be forfeited as a result of such Retirement and shall continue to vest for as long as Participant remains Retired.

(i) "**Retirement**" means a Termination of Service on or after the date on which Participant has achieved age sixty (60) with at least ten (10) years of service in a senior executive capacity with the Company; *provided that* Participant provides at least twelve (12) months' notice to the Company's Chief Executive Officer (or, if Participant is the Company's Chief Executive Officer, to the Board) prior to such Retirement.

(ii) Following Retirement, Participant shall be "**Retired**" so long as Participant does not (x) directly, or indirectly through another, act as an officer, director, partner or employee of or consultant to, or act in any managerial capacity with, any entity that is engaged in the financial services industry or (y) act in any full-time position with any other entity if such position requires duties and responsibilities similar to the duties and responsibilities of Participant with the Company prior to Retirement.

(iii) Whether Participant remains Retired at any time shall be determined by the Board or the Committee in its sole discretion. If, while this Award is outstanding, Participant commences employment or other work of any kind following Retirement, then Participant is required to promptly provide written notice to the Company of the name of his or her employer and the nature of his or her position or other work. In addition, as a condition for this Award to remain outstanding following Retirement, the Company will require Participant to provide information relating to his or her activities following Retirement prior to each vesting date to enable the Board or the Committee to determine whether Participant remains Retired, and Participant's failure to provide such information upon request will cause the Award to be forfeited.

(iv) If Participant receives any benefit under this Award after Retirement but when he or she is no longer Retired, then Participant will be obligated to repay to the Company the value of such benefit (with such value to be determined by the Company, which may include a reasonable rate of interest) promptly following receipt from the Company of notice to Participant of his or her repayment obligation.

Section 4. Settlement of RSUs. Delivery of Shares or other amounts under this Award Agreement and the Plan shall be subject to the following:

(a) *Delivery of Shares.* The Company shall deliver to Participant one Share free and clear of any restrictions in settlement of each of the vested and unrestricted RSUs within 45 days following the end of the respective Restricted Period.

(b) *Compliance with Applicable Laws.* Notwithstanding any other term of this Award Agreement or the Plan, the Company shall have no obligation to deliver any Shares or make any other distribution of benefits under this Award Agreement or the Plan unless such delivery or distribution complies with all applicable laws and the applicable rules of any securities exchange or similar entity.

(c) *Certificates Not Required.* To the extent that this Award Agreement and the Plan provide for the issuance of Shares, such issuance may be effected on a non-certificated basis, to the extent not prohibited by applicable law or the applicable rules of any securities exchange or similar entity.

Section 5. Dividend Equivalents. Participant shall receive a cash payment equivalent to any dividends or other distributions paid with respect to the Shares subject to the RSUs, so long as the applicable record date occurs before such RSUs are forfeited or cancelled. Such cash payment shall be paid to Participant (or Participant's beneficiary in accordance with **Section 7**) at the same time as the dividend or other distribution is paid to Shareholders. If, however, any dividends or distributions with respect to the Shares underlying the RSUs are paid in Shares rather than cash, then Participant shall be credited with additional RSUs equal to the number of Shares that Participant would have received had the RSUs been actual Shares, and such RSUs shall be deemed RSUs added to the Award subject to the same risk of forfeiture and other terms of this Agreement.

Section 6. No Shareholder Rights. Participant shall not have any rights of a Shareholder with respect to the RSUs, including but not limited to, voting rights, prior to settlement of the RSUs pursuant to **Section 4(a)** above.

Section 7. Heirs and Successors. This Award Agreement shall be binding upon, and inure to the benefit of, the Company and its successors and assigns, and upon any person acquiring all or substantially all of the Company's assets or business. If any rights of Participant or benefits distributable to Participant under this Award Agreement have not been settled or distributed at the time of Participant's death, such rights shall be settled for and such benefits shall be distributed to the Designated Beneficiary in accordance with the provisions of this Award Agreement and the Plan. The "**Designated Beneficiary**" shall be the beneficiary or beneficiaries designated by Participant in a writing filed with the Committee in such form as the Committee may require. Participant's designation of beneficiary may be amended or revoked from time to time by Participant in accordance with any procedures established by the Committee. If a Participant fails to designate a beneficiary, or if the Designated Beneficiary does not survive Participant, any benefits that would have been provided to Participant shall be provided to the legal representative of the estate of Participant. If a Participant designates a beneficiary and the Designated Beneficiary survives Participant but dies before the provision of the Designated Beneficiary's benefits under this Award Agreement, then any benefits that would have been provided to the Designated Beneficiary shall be provided to the legal representative of the estate of the Designated Beneficiary.

Section 8. Administration. The authority to manage and control the operation and administration of this Award Agreement and the Plan shall be vested in the Committee, and the Committee shall have all powers with respect to this Award Agreement as it has with respect to the Plan. Any interpretation of this Award Agreement or the Plan by the Committee and any decision made by the Committee with respect to this Award Agreement or the Plan shall be final and binding on all persons.

Section 9. Plan Governs. Notwithstanding any provision of this Award Agreement to the contrary, this Award Agreement shall be subject to the terms of the Plan, a copy of which may be obtained by Participant from the office of the secretary of the Company. This Award Agreement shall be subject to all interpretations, amendments, rules and regulations promulgated by the Committee from time to time.

Notwithstanding any provision of this Award Agreement to the contrary, in the event of any discrepancy between the corporate records of the Company, including the Plan, and this Award Agreement, the corporate records of the Company shall control.

Section 10. Not an Employment Contract. Neither the Award nor this Award Agreement shall confer on Participant any rights with respect to continuance of employment or other service with the Company or a Subsidiary, nor shall they interfere in any way with any right the Company or a Subsidiary may otherwise have to terminate or modify the terms of Participant's employment or other service at any time.

Section 11. Amendment. Without limitation of **Section 13** below, this Award Agreement may be amended in accordance with the provisions of the Plan, and may otherwise be amended in writing by Participant and the Company without the consent of any other person.

Section 12. Governing Law. This Award Agreement, the Plan and all actions taken in connection herewith and therewith shall be governed by and construed in accordance with the laws of the State of Wisconsin, without reference to principles of conflict of laws, except as superseded by applicable federal law; and any court action commenced to enforce this Agreement shall have as its sole and exclusive venue the County of Dane, Wisconsin.

Section 13. Clawback. The Award and any amount or benefit received under the Plan shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with the terms of any applicable Company clawback policy (the "**Policy**") or any applicable law, as may be in effect from time to time. Participant hereby acknowledges and consents to the Company's application, implementation and enforcement of (a) the Policy and any similar policy established by the Company that may apply to Participant together with all other similarly situated participants, whether adopted prior to or following the date of this Award Agreement and (b) any provision of applicable law relating to cancellation, rescission, payback or recoupment of compensation, and agrees that the Company may take such actions as may be necessary to effectuate the Policy, any similar policy and applicable law, without further consideration or action.

Section 14. Nonsolicitation of Clients.

(a) While Participant is employed by the Company and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(b) While Participant is employed by the Company, and for a period of twelve (12) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company, conduct business relating to Financial Services (defined below) with any client of the Company who/which was a client of the Company and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(c) While Participant is employed by the Company, and for a period of six (6) months immediately following, Participant will not, except on behalf of or as otherwise directed by the Company,

directly or indirectly (through or by providing assistance to another person or entity), solicit Financial Services (defined below) business from any prospective client of the Company with whom/which the Company engaged in direct marketing efforts (as opposed to general solicitations of business) and (1) with whom/which Participant had any contact or (2) about whom/which Participant had access to non-public confidential or proprietary information, in the case of both (1) and (2), above, during the period of one year prior to the date Participant ceased to be an employee of the Company.

(d) For clarification purposes, the restrictions described in the above subparagraphs apply to clients whether they are persons or entities. The term “**Financial Services**” as used herein shall mean products and/or services offered by the Company within the twelve (12) month period immediately preceding Participant’s last day of employment with the Company.

(e) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 14** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(f) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(g) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney’s fees reasonably incurred in enforcement activity.

(h) This **Section 14** will become null and void upon a Change in Control.

Section 15. Protection of Leadership Pool. Participant and the Company agree to the following:

(a) Participant is a top-level employee of the Company or has special skills or knowledge important to the Company or has skills that are difficult for the Company to replace.

(b) Participant’s colleagues who are employed by the Company in a position of officer or manager, or above (collectively, the “**Leadership Pool**”) are likewise top-level employees of the Company or have special skills or knowledge important to the Company or have skills that are difficult for the Company to replace.

(c) If Participant or any member of the Leadership Pool ceases to be so employed, the Company will have a business necessity to replace the skills lost.

(d) It takes time after an employee of the caliber of Participant and/or the Leadership Pool leaves the employ of the Company to replace the skills lost; 180 days is a reasonable measure of the time needed to replace such skills.

(e) A primary and necessary source of replacement of the skills of Participant and/or a member of the Leadership Pool are the other members of the Leadership Pool.

(f) The parties recognize that employees of the Company (not otherwise bound by contract) are not in any way restricted from competing with the Company, and are not obligated to accept, nor even to consider, proposals by the Company that they replace Participant or a member of the Leadership Pool in the event Participant or a member of the Leadership Pool leaves the Company.

(g) Because of Participant's present position, Participant is in a position to assist and influence those members of the Leadership Pool with whom Participant has or had a working relationship during the immediately preceding two (2) years, or about whom/which Participant has acquired or possessed specialized knowledge (in either case, a "**Restricted Person**") in choosing whether to remain with the Company and consider or accept other positions with the Company rather than choosing to seek other opportunities outside the Company. Any suggestion by Participant that a Restricted Person should seek another employment opportunity outside the Company, and any offer of another employment opportunity by another employer to a Restricted Person with the assistance of Participant, would be such assistance and influence, in derogation of Participant's duty to the Company as a managerial and supervisory employee.

(h) The monetary value of the loss to the Company in case Participant in fact assists or influences a Restricted Person to leave the Company for a competitor would be impossible to precisely measure. Injunctive relief for a breach of subsection (j) would also be ineffective.

(i) The parties agree that a fair estimate of the monetary value of the loss to the Company in case Participant assists or influences another employee to leave the Company for a competitor would be Participant's daily rate of base pay as of the last day he or she was employed by the Company times 180.

(j) In consideration of this Agreement, and of the continued employment of Participant by the Company, Participant agrees that Participant will not, directly or through another, during Participant's employment and for a period of one (1) year thereafter, assist or influence any Restricted Person to take a position outside the Company which is reasonably likely to pose a competitive threat to the Company.

(k) In the event of a breach by Participant of subsection (j), the stipulated damages for such breach are agreed to be Participant's daily rate of base pay as of the time he or she leaves the Company times 180. This provision for stipulated damages is intended to be and is severable from the substantive obligation in subsection (j), and from the other provisions of this Agreement.

(l) Subsections (j) and (k) are solely for the purposes stated in subsections (a) through (k), and are not for the purpose of limiting the ability of Participant to compete with the Company.

(m) Participant and the Company intend that the promise by Participant in subsection (j) is separate and separable from any other obligation of Participant, and for a different purpose, and with a different remedy from the promise of Participant not to solicit or conduct business with certain clients or to disclose Confidential Information or Trade Secrets of the Company, under **Section 14** and **Section 16**, respectively.

(n) This **Section 15** is effective immediately, and remains in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant.

(o) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

Section 16. Confidentiality. In consideration of this Agreement, Participant agrees to the following:

(a) During the term of Participant's employment, Participant has been, and will continue to be, provided with Trade Secrets and/or Confidential Information. This information has been developed at great expense to Company and is necessary for Company to conduct its business.

(b) While Participant is employed by Company, Participant will not directly or indirectly use or disclose any Trade Secret or Confidential Information, except in the interest and for the benefit of Company.

(c) After the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Trade Secret.

(d) For a period of twenty-four (24) months following the termination of Participant's employment with Company for any reason, Participant will not directly or indirectly use or disclose any Confidential Information. This confidentiality provision is not intended in any way to modify or limit Participant's ongoing duty to maintain the confidentiality of information as required under federal and state laws and regulations.

(e) For purposes of this Agreement, the term "**Trade Secret**" has that meaning set forth under applicable law. Participant shall not disclose any information that constitutes a trade secret as defined in § 134.90, Wis. Stats. for as long as the information continues to be a trade secret or any information where disclosure is otherwise restricted by federal, state or local laws and regulations.

(f) For purposes of this Agreement, the term "**Confidential Information**" means all non-Trade Secret information of, about or related to Company or provided to Company by its clients, vendors and suppliers that is not known generally to the public or Company's competitors. Confidential Information includes, but is not limited to: (i) new products, product specifications, information about products under development, research, development or business plans, financial information, client lists, vendor or supplier lists, information about transactions with clients, pricing information, information relating to costs, business records, and employment records and policies (other than Participant's own); (ii) information that is marked or otherwise designated or treated as confidential or proprietary by Company; and (iii) information received by Company from others which Company has an obligation to treat as confidential.

(g) Notwithstanding the foregoing, the terms "**Confidential Information**" and "**Trade Secret**" do not include, and the obligations set forth in this Agreement do not apply to, any information that: (1) can be demonstrated by Participant to have been known by Participant prior to Participant's employment by Company; (2) is or becomes generally available to the public through no act or omission of Participant; (3) is obtained by Participant in good faith from a third party who discloses such information to Participant on a non-confidential basis without violating any obligation of confidentiality or secrecy relating to the information disclosed; or (4) is independently developed by Participant outside the scope of Participant's employment without the use of Confidential Information or Trade Secrets. Nothing in this Agreement shall limit or supersede any common law, statutory or other protections of trade secrets where such protections provide the Company with greater rights or protections for a longer duration than provided in this Agreement. With respect to the disclosure of a Trade Secret and in accordance with 18 U.S.C. § 1833, Participant shall

not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a Trade Secret that (i) is made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, provided that, the information is disclosed solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding filed under seal so that it is not disclosed to the public. Participant is further notified that if Participant files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Participant may disclose the Company's Trade Secrets to Participant's attorney and use the Trade Secret information in the court proceeding, provided that Participant files any document containing the Trade Secret under seal so that it is not disclosed to the public, and does not disclose the Trade Secret, except pursuant to court order.

(h) These covenants are effective immediately, and shall remain in force before and after the time the rights to the RSUs granted under this Agreement vest, and after such RSUs are issued to or transferred by Participant. The parties intend that this **Section 16** and each and all of its individual subparagraphs, provisions, and clauses are severable from any other provision of this agreement, as provided in **Section 21**, and are also severable from any other promise or duty owed by Participant to the Company.

(i) Participant agrees that each of these covenants is reasonably and properly necessary to protect the legitimate business interests of the Company. Participant acknowledges that damages for the violation of any of these covenants will be inadequate and will not give full, sufficient relief to the Company, and that a breach of any of these covenants will constitute irreparable harm to the Company. Therefore, Participant agrees that in the event of any violation of any of these covenants, the Company shall be entitled to compensatory damages and injunctive relief.

(j) Participant will reimburse and indemnify the Company for the actual costs incurred by the Company in enforcing any of these covenants, including, but not limited to, attorney's fees reasonably incurred in enforcement activity.

(k) Notwithstanding anything herein to the contrary, in accordance with Rule 21F-17 under the Securities Exchange Act of 1934 and the rules promulgated thereunder, the Company shall not impede a Participant's ability to communicate with the Securities and Exchange Commission or other governmental agencies regarding possible federal securities law violations (1) without the Company's approval and (2) without having to forfeit or forego any resulting whistleblower awards, and the Company shall not enforce any provision of any policy to the extent such provision would be deemed to require the Company's prior approval of such communication or forfeiture of any award, except to the extent otherwise permitted by Rule 21F-17.

Section 17. Breach of Restrictive Covenants. Except as otherwise provided by the Committee, notwithstanding any provision of the Plan to the contrary, if Participant breaches a non-competition, non-solicitation, non-disclosure, non-disparagement or other restrictive covenant set forth in an Award Agreement or any other agreement between Participant and the Company, whether during or after Participant's Termination of Service, in addition to and not in limitation of any other rights, remedies, damages, penalties or restrictions available to the Company under the Plan, an Award Agreement, any other agreement between Participant and the Company, or otherwise at law or in equity, Participant shall forfeit or pay to the Company:

(a) Any and all outstanding Awards granted to Participant, including Awards that have become vested or exercisable;

(b) Any Shares held by Participant in connection with the Plan that were acquired by Participant after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service;

(c) The profit realized by Participant from the exercise of any stock options and SARs that Participant exercised after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service, which profit is the difference between the exercise price of the stock option or SAR and the Fair Market Value of any Shares or cash acquired by Participant upon exercise of such stock option or SAR; and

(d) The profit realized by Participant from the sale, or other disposition for consideration, of any Shares received by Participant in connection with the Plan after Participant's Termination of Service and within the 12-month period immediately preceding Participant's Termination of Service and where such sale or disposition occurs in such similar time period.

Section 18. Offset. The Company shall have the right to offset, from any amount payable or stock deliverable hereunder, any amount that Participant owes to the Company without the consent of Participant or any individual with a right to Participant's Award

Section 19. Effect on Other Agreements. The foregoing provisions of **Section 14** (Nonsolicitation of Clients), **Section 15** (Protection of Leadership Pool), and **Section 16** (Confidentiality) shall not be construed to supersede or alleviate any obligations of Participant to the Company with respect to any restrictive covenant, non-compete or confidentiality agreement otherwise binding on Participant, which shall remain in full force and effect to the extent provided in any such agreements, and in the event that a provision of such agreement shall conflict with any provision of this Award Agreement, Participant acknowledges and agrees that the provision which is most protective of the Company's confidential or proprietary interests shall control. Notwithstanding the foregoing, the provisions of **Section 14**, **Section 15** and **Section 16** shall supersede and replace any similar restrictions included in previous Award Agreements.

Section 20. Notices. Any notice hereunder to the Company shall be addressed to it at its office, 401 Charmany Drive, Madison, WI 53719; Attention: Corporate Secretary, and any notice hereunder to Participant shall be addressed to him or her at the last home address on file with the Company. Either party may designate some other address at any time hereafter in writing.

Section 21. Severability. In the event any provision of the Agreement is held illegal or invalid for any reason, the illegality or invalidity will not affect the remaining provisions of the Agreement, and the Agreement shall be construed and enforced as if the illegal or invalid provision had not been included.

Section 22. New Employers. While Participant is employed by the Company and for a period of twelve (12) months immediately following the date Participant ceases to be an employee of the Company, Participant will inform each new employer, prior to accepting employment, of the existence of this Agreement, including the prohibitions contained in **Section 14**, **Section 15** and **Section 16** and provide that employer with a copy of it. Participant authorizes the Company to forward a copy of the prohibitions against competition as contained in this section to any actual or prospective new employer.

Section 23. Waiver of Jury Trial. EXCEPT TO THE EXTENT PROHIBITED BY STATE LAW, BY SIGNING THIS AGREEMENT, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS

CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS DECIDED TO ENTER INTO THIS AGREEMENT IN CONSIDERATION OF, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

IN WITNESS WHEREOF, the Company has caused this Award Agreement to be executed in its name and on its behalf, and Participant acknowledges understanding and acceptance of, and agrees to, the terms of this Award Agreement (including, but not limited to, the Waiver of Jury Trial provision set forth in **Section 23**), all as of the Grant Date.

FIRST BUSINESS FINANCIAL SERVICES, INC.

By: ___

Print Name: ___

Title: ___

PARTICIPANT

Print Name: ___

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Section 9: EX-31.1 (EXHIBIT 31.1)

Exhibit 31.1

Certifications

I, Corey A. Chambas, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of First Business Financial Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial

reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a. Any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Corey A. Chambas

Corey A. Chambas

Chief Executive Officer

July 26, 2019

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Section 10: EX-31.2 (EXHIBIT 31.2)

Exhibit 31.2

Certifications

I, Edward G. Sloane, Jr., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of First Business Financial Services, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

- a. Any significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
- b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ Edward G. Sloane, Jr.

Edward G. Sloane, Jr.

Chief Financial Officer

July 26, 2019

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Section 11: EX-32 (EXHIBIT 32)

Exhibit 32

Certification of the Chief Executive Officer and the Chief Financial Officer Pursuant to 18 U.S.C. Section 1350

Solely for the purposes of complying with 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, we, the undersigned Chief Executive Officer and Chief Financial Officer, of First Business Financial Services, Inc., a Wisconsin Corporation (the "Corporation"), hereby certify, based on our knowledge that the Quarterly Report on Form 10-Q of the Corporation for the three months ended June 30, 2019 (the "Report") fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended, and that information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Corporation.

/s/ Corey A. Chambas

Corey A. Chambas

Chief Executive Officer

July 26, 2019

/s/ Edward G. Sloane, Jr.

Edward G. Sloane, Jr.

Chief Financial Officer

July 26, 2019

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