

# EASYACCESS BUSINESS LOAN APPLICATION



A WINTRUST COMMUNITY BANK

Welcome to State Bank of the Lakes, N.A. We thank you for choosing us for your business financing needs.

INDIVIDUAL ACCOUNT     JOINT ACCOUNT

We intend to apply for joint credit (if applicable) \_\_\_\_\_  
 Applicant Signature \_\_\_\_\_ Co-Applicant Signature \_\_\_\_\_

## A. LOAN REQUEST INFORMATION

Primary Use/ Purpose of Loan	Amount Requested \$	Primary Source of Repayment:
Type of credit applying for: <input type="checkbox"/> EASYACCESS BUSINESS INSTALLMENT LOAN <input type="checkbox"/> EASYACCESS LINE OF CREDIT		

## B. INFORMATION ABOUT YOUR BUSINESS

Type of Business:	<input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LLC <input type="checkbox"/> C CORPORATION <input type="checkbox"/> S CORPORATION	State of Organization	Date Business Established
<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> LLP <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> OTHER _____			
For Sole Proprietors (Only use individual's name)			
Last Name	First Name	Middle Initial	Tax ID#
For Business Entities, Legal Business Name		Annual Sales/Revenue for the Past Two Years	
		20__ \$ _____ 20__ \$ _____	
Street Address	City	County	State    Zip
Business Telephone Number	Business Fax Number	Primary Business Contact	
Description of Business (Product/Service Provided)			Website

## C. OWNER/GUARANTOR #1

C. OWNER/GUARANTOR #1				PERSONAL ASSETS	PERSONAL LIABILITIES
Name		Date of Birth	Cash	Credit Card Balances	
			\$	\$	
Title		Ownership %	Marketable Securities	Bank Loan/Installment Debt	
			\$	\$	
Address			Real Estate	Residential Mortgage/Home Equity Loan	
			\$	\$	
City	State	Zip	IRA/KEOGH/401K	Other Real Estate Mortgages	
			\$	\$	
Home Phone		Social Security #/TIN	Other Personal Assets	Other Debt	
			\$	\$	
Driver's License No.	State	Date of Issuance	Date of Expiration	Total Assets	
				\$	
State ID Card No.	State	Date of Issuance	Date of Expiration	Annual Income*	
				\$	
				Email Address	

## D. OWNER/GUARANTOR #2

D. OWNER/GUARANTOR #2				PERSONAL ASSETS	PERSONAL LIABILITIES
Name		Date of Birth	Cash	Credit Card Balances	
			\$	\$	
Title		Ownership %	Marketable Securities	Bank Loan/Installment Debt	
			\$	\$	
Address			Real Estate	Residential Mortgage/Home Equity Loan	
			\$	\$	
City	State	Zip	IRA/KEOGH/401K	Other Real Estate Mortgages	
			\$	\$	
Home Phone		Social Security #/TIN	Other Personal Assets	Other Debt	
			\$	\$	
Driver's License No.	State	Date of Issuance	Date of Expiration	Total Assets	
				\$	
State ID Card No.	State	Date of Issuance	Date of Expiration	Annual Income*	
				\$	
				Email Address	

Must provide personal financial information for owners who own 20% or more of the business (use additional sheets if necessary).

\*Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

## E. ADDITIONAL INFORMATION REQUIRED

If the amount requested exceeds \$25,000, please provide the following information to make your application complete:

- Most recent deposit account statement (if you are not an existing customer of the Bank)
- Last federal tax return (including all schedules) for the business
- Last federal tax return (including all schedules) for each owner/guarantor

**F. CONTINGENT LIABILITIES** If yes, please provide explanation on separate sheet.

	BUSINESS	OWNER #1	OWNER #2
Are you an endorser, co-maker or guarantor on another loan?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Have you ever declared bankruptcy?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Do you owe federal or state taxes from prior years?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
Are you a party to any unsettled claim or lawsuit?	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

**G. CERTIFICATION OF BENEFICIAL OWNER(S)**

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

The information below must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities. For purposes of this form, a legal entity includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or foreign country. Legal entity does not include sole proprietorships, unincorporated associations or natural persons opening accounts on their own behalf.

**Control Person:** Please provide the following requested information. All information is required unless otherwise noted and must be completed by a person with the intent to open an account or apply for credit. Additional information may be requested based upon the response provided. The following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- o An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- o Any other individual who regularly performs similar functions. (If appropriate, an individual listed under sections C and D above may also be listed in this section.)

Legal Name		Position/Title
Date of Birth	SSN/Tax ID#	Address (Residential or Business Street Address)
Residency Status	<input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Resident Alien <input type="checkbox"/> Non-Resident Alien	For Foreign Persons, Passport Number and Country of Issuance, or other similar identification number.

Please note: The Bank may ask to see a copy of the driver's license or other form of government issued identification for each owner/guarantor and the controlling individual. In lieu of a passport number, foreign persons may also provide an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

**ONLINE ACCESS (Easy Access Line of Credit ONLY)** - Customer may view, make payments, and obtain an Advance by using the Bank's iBusinessBanking online banking system. If you do not have iBusinessBanking (online banking), please contact your account officer. Customer will not request an Advance that, when taken together with other amounts then outstanding in the Account, would exceed the Credit Line. If Bank makes an Advance that causes the balance of the Account to exceed the Credit Line, that amount in excess of the Credit Line will be immediately due and payable. Bank is under no obligation to make an Advance in excess of the Credit Line, and the fact that Bank makes such an Advance will not preclude Bank from declining such a requested Advance in the future. By choosing to add online advances, the Customer understand and agree that the Administrator of the iBB Company ID above will be given the permission to request an Advance on behalf of the Customer.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain the statement, please contact the compliance officer at the address or phone number listed on the first page of this form within 60 days from the date you are notified of our decision. We will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement.

**NOTICE:** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is: Office of the Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050.

Section 1014 of Title 18 of the United States Code was amended to make it a federal crime for any person to knowingly make any false statement or report, or willfully overvalue any land, property or security for the purpose of influencing in any way the action of any bank the deposits of which are insured by the Federal Deposit Insurance Corporation.

Sharing Information within the Wintrust Organization. Bank may share within the Wintrust organization information about Guarantor's or Customer's transactions or experiences with Bank, information Guarantor or Customer supplies on applications, and information Bank receives from third parties. Guarantor or Customer has the right to instruct Bank not to share within the Wintrust organization certain information (other than information about Bank's transactions and experiences with Guarantor or Customer) from Guarantor's or Customer's application or information Bank receives from third parties. If Guarantor or Customer does not want Bank to share this information, please contact Bank by calling the Compliance Officer at the telephone number in the Approval Letter or by mail to Bank at the address in the Approval Letter. The Wintrust organization means Bank and all other banks and non-bank companies affiliated with Bank by common ownership or control.

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**REPRESENTATION & AUTHORIZATION**

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I/We, the undersigned, for myself/ourselves and as owners(s)/officer(s)/partner(s)/member(s) of the applicant and/or guarantor(s) jointly and severally certify to State Bank of the Lakes, N.A. (the "Bank") that the information provided in this application (and in any related documents submitted in connection with this application) is true and correct in all respects and may be relied upon by the Bank in determining whether or not to extend credit to the undersigned. I/We understand that this application is subject to credit approval. I/We acknowledge our obligation to promptly notify the Bank of any changes to the information provided. I/We understand that this application and attachments are the property of the Bank, and will remain so, even if the loan is declined. I/We for ourselves and as owner(s)/officer(s)/partner(s)/member(s) of the applicant and/or guarantor(s) authorize the Bank to obtain any information the Bank requires relating to my/our creditworthiness from any source, including financial institutions and credit reporting agencies, now and any time during the term of the loan or while any balance is outstanding. Upon my/our request, the Bank will provide me/us with the name and address of any credit reporting agency from which the Bank obtained a report. I/We authorize the Bank to report to any of its affiliates and/or a credit reporting agency information about the applicant(s), including the following: the timeliness of payments, any collateral position taken by the Bank, the balance due under any loan outstanding, any default that has occurred or any other matter related to the loan. I/ We understand that personal and/or other guarantees will be required if the application is approved. The credit being applied for is intended solely for business or commercial purposes, and not for household, personal, family or consumer purposes. Each of the undersigned certifies that he/she is signing in the capacity indicated next to each signer's name and that such signer is duly authorized to execute this credit application on behalf of the applicant.

Authorized Signer	Title	Date
_____	_____	_____
Authorized Signer	Title	Date
_____	_____	_____

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**GUARANTY**

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GUARANTY (A) AS AN INDUCEMENT TO BANK TO ENTER INTO THIS AGREEMENT, THE BUSINESS PRINCIPAL OR OTHER PERSON THAT SIGNS THIS GUARANTY (THE "GUARANTOR") AGREES TO GUARANTEE THE OBLIGATIONS OF CUSTOMER ON A JOINT, SEVERAL AND UNLIMITED BASIS, AGREES TO PAY TO BANK PROMPTLY WHEN DUE, OR UPON DEMAND, WITHOUT DEDUCTION FOR ANY CLAIM OF SET OFF OR COUNTERCLAIM OF CUSTOMER OR ANY OTHER DEFENSE, THE FULL AMOUNT OF ALL INDEBTEDNESS DUE TO BANK FROM CUSTOMER, INCLUDING ADVANCES, APPLICABLE FEES AND INTEREST, TOGETHER WITH ALL EXPENSES OF COLLECTION AND REASONABLE ATTORNEY FEES INCURRED BY BANK BY REASON OF THE DEFAULT OF CUSTOMER. (B) THE GUARANTOR AGREES THAT BANK IN ITS DISCRETION MAY OBTAIN A CREDIT BUREAU REPORT ON THE GUARANTOR IN ORDER TO EVALUATE CUSTOMER'S ELIGIBILITY FOR ADVANCES UNDER THIS AGREEMENT, AND IN CONNECTION WITH THE ONGOING REVIEW, SERVICING, OR COLLECTION OF THE ACCOUNT. THE GUARANTOR ALSO AGREES THAT BANK MAY EXCHANGE INFORMATION ABOUT THE GUARANTOR AND HIS/HER OBLIGATIONS UNDER THIS AGREEMENT WITH CUSTOMER, REFERENCES, OTHER BUSINESSES (INCLUDING AFFILIATES OF BANK), AND CREDIT REPORTING AGENCIES AND MAY CONFIRM ANY INFORMATION PROVIDED BY OR ABOUT THE GUARANTOR. (c) Guarantor waives notice of acceptance, and notice of all Advances to Customer and of the settlement or adjustment of defaults or disputes. Guarantor, without affecting his/ her liability in any respect, consents to and waives notice of all changes of terms, the withdrawal or extension of credit or time to pay, the release of the whole or any part of the indebtedness, the settlement or compromise of differences, the acceptance or release of security, the acceptance of notes, trade acceptances or any other form of obligation for Customer's indebtedness, and the demand, protest and notice of protest of such instruments or their endorsements. Guarantor also consents to and waives notice of any arrangements or settlements made in or out of court in the event of receivership, liquidations, readjustment, bankruptcy, reorganization, arrangement or assignment for the benefit of creditors of Customer, and anything whatsoever, whether or not herein specified, which may be done or waived by or between Bank and Customer. (d) The obligation of Guarantor is a primary and unconditional obligation, and covers all existing and future indebtedness of Customer to Bank. This obligation shall be enforceable before or after proceeding against Customer or against any security held by Bank and shall be effective regardless of the solvency or insolvency of Customer at any time, the extension or modification of the indebtedness of Customer by operation of law, or the subsequent incorporation, reorganization, merger, or consolidation of Customer, or any other change in Customer. (e) The Guaranty will take effect when Bank approves the Account and will remain in force until all indebtedness is paid in full. (f) All liabilities of Customer and of Guarantor shall mature immediately upon the insolvency of Customer, the inability of Customer to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for Customer or any of its property, the filing of a voluntary or involuntary petition for relief in bankruptcy, reorganization, or arrangement, the making of an assignment for the benefit of creditors, or the calling of a meeting of creditors by Customer, or if any of these events occur with respect to Guarantor. (g) Nothing herein shall be construed as an obligation on Bank's part to extend credit to Customer, or as an obligation to continue to extend credit. Bank's records showing the Account between Bank and Customer shall be admissible in evidence in any action or proceeding involving this Guaranty, and the records shall be prima facie proof of the items therein set forth. This Guaranty shall for all purposes be deemed to be made in and shall be governed by the laws of the State of Illinois. (h) This Guaranty shall be binding upon Guarantor, his or her legal representatives, successors and assigns, and shall inure to the benefit of Bank and its successors and assigns.

Signature	Printed Name	Date
_____	_____	_____
Signature	Printed Name	Date
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**DISCLOSURE**

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The following are interest rates that are available for the Easy Access Line of Credit: WSJ Prime Rate + 1.75% to WSJ Prime Rate + 6.00%, with minimum interest rates of 6.00% to 11.00%. All interest rates are variable for this product. An annual fee of \$50.00 applies to the Easy Access Line of Credit. The following are interest rates that are available for the Easy Access Business Installment Loan: WSJ Prime Rate + 1.75% to WSJ Prime Rate + 2%, variable rate, with minimum interest rate of 6.00%; OR, WSJ Prime Rate + 1.75% to WSJ Prime Rate + 3.75% fixed rate, with minimum interest rates of 5.00% to 8.50%. The interest rate on your loan will be determined once your loan is processed and underwritten. From time to time, the bank may advertise a promotional interest rate for these products. If the application date falls within the promotional period, the promotional interest rate will apply to the loan if the loan is approved. An Approval Letter will be sent to the business name and address on the application with the final interest rate and terms of the loan.

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