

# BUSINESS OVERDRAFT PROTECTION APPLICATION



Welcome to State Bank of The Lakes. We thank you for choosing us for your business financing needs.

We intend to apply for joint credit if applicable:

\_\_\_\_\_ Applicant Signature \_\_\_\_\_ Co-Applicant Signature

Amount of Business Overdraft Protection Requested: \$ \_\_\_\_\_ Assigned to Deposit Account #: \_\_\_\_\_

## PLEASE TELL US ABOUT YOUR BUSINESS:

Date Business Started: \_\_\_\_\_ Type of Entity (select one): *Sole Proprietorship Corporation LLC Partnership LLP Non-Profit*

Legal Name of Business: \_\_\_\_\_ Description of the Business: \_\_\_\_\_

Business Address: \_\_\_\_\_ Tax ID #: \_\_\_\_\_

Annual Revenue: \$ \_\_\_\_\_ Business Phone: \_\_\_\_\_ Business Fax: \_\_\_\_\_

Website: \_\_\_\_\_ State of Organization: \_\_\_\_\_

## PERSONAL INFORMATION: *Must be provided for owners who own 20% or more of the business (use additional sheets if necessary).*

### Owner #1

First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_ Last Name: \_\_\_\_\_ S.S. #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

### Owner #2

First Name: \_\_\_\_\_ M.I.: \_\_\_\_\_ Last Name: \_\_\_\_\_ S.S. #: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Home Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Home Phone: \_\_\_\_\_

## CONTINGENT LIABILITIES:

*Explanation and amount if any*

Are you or your business involved in pending legal action?  Yes  No \_\_\_\_\_

Have you or your business ever declared bankruptcy? If yes, indicate when.  Yes  No \_\_\_\_\_

Do you or your business owe federal or state taxes from prior years?  Yes  No \_\_\_\_\_

Are you or your business a party to any claim or lawsuit?  Yes  No \_\_\_\_\_

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# BUSINESS OVERDRAFT PROTECTION APPLICATION, CONTINUED

**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 Federal Reserve Consumer Help Center, P.O. Box 1200, Minneapolis, MN 55480.

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.

## REPRESENTATION & AUTHORIZATION:

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 (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 the following actions relating to the applicant(s): 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.

Signature	Title	% Ownership	Date

Signature	Title	% Ownership	Date

## GUARANTY:

**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.

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.

Signature	Printed Name	Date

Signature	Printed Name	Date