



## 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?	YES	NO	YES	NO	YES	NO
Have you ever declared bankruptcy?	YES	NO	YES	NO	YES	NO
Do you owe federal or state taxes from prior years?	YES	NO	YES	NO	YES	NO
Are you a party to any unsettled claim or lawsuit?	YES	NO	YES	NO	YES	NO

## 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:

- 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
- 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 (MM/DD/YYYY)		Social Security Number/Tax ID Number		Address (Residential or Business Street Address)	
<b>Residency Status</b>			For Foreign Persons, Passport Number and Country of Issuance, or other similar identification number.		
U.S. Citizen	Resident Alien	Non-Resident Alien			

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 understands and agrees that the Administrator of the i BusinessBanking 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.

**NOTICE OF RIGHT TO REASONS FOR ACTIONS TAKEN:** 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, P.O. Box 53570, Houston, Texas 77052.

**NOTICE TO MARRIED APPLICANTS:** No provision of any marital property agreement, unilateral statement under s. 766.59, Wis. Stats., or a court decree under s. 766.70 Wis. Stats., adversely affects the interest of the creditor unless the creditor, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement, or decree or has knowledge of the adverse provision.

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.

## 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 Village Bank & Trust, 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

## DISCLOSURE

The following are interest rates that are available for the Easy Access Line of Credit: WSJ Prime Rate + 1.50% to WSJ Prime Rate + 3.50%, with minimum interest rates of 4.99% to 8.99%. 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 + 1.50% to, with minimum interest rate of 4.99%; OR, WSJ Prime Rate + 1.50% to WSJ Prime Rate + 3.50% fixed rate, with minimum interest rates of 4.99% to 8.99%. 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. The interest rate for Business Overdraft Protection is 12.00%, fixed. **Florida Borrowers:** The State of Florida imposes a Documentary Stamp Tax and Nonrecurring Intangible Tax on certain documents executed, delivered, or recorded in Florida. You may be required to pay one or both taxes, depending on the obligation. The type of tax and amount that may be due will be determined once your application for credit is processed and underwritten. Any amounts due are the borrower's obligation and will be collected or settled at the time of loan closing.

**THIS SPACE INTENTIONALLY LEFT BLANK**