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# Illinois State Bank

A Division of North Shore Bank, FSB

## One *Step* Business Loan (Rev. December 2009)

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The flexible loan application and closing in one complete document.  
Let's get growing.

***Is the One Step Business Loan for YOU?***

**1. Is the total loan/line of credit request \$100,000 or less?**

If yes, complete attached One Step application or call Jeff Wagner at 262.797.3389

If no, go to Question #2.

**2. Will you be using your home as collateral for this request ?**

If no, complete attached One Step application or call Jeff Wagner at 262.797.3389

If yes, go to Question #3

**3. Will this request be in the name of an individual or a business name?**

If in the Business name, complete the attached One Step application or call Jeff Wagner  
262.797.3389

If in the name of an individual, please apply for a Home Equity Line of Credit at one of our  
branches or call:

**800.292.9370**



*The Bank of You*

# The *OneStep* business loan.

An all-in-one comprehensive loan application and loan closing.

At most banks, getting a business loan tends to be a long, drawn out process. You need to make an appointment, meet again to provide documents, meet again to fill in the gaps and answer questions, another time to close the loan and then wait for your check.

You ARE the business and your time is too important to spend in meetings. You just want the funds to help your business grow.

At **Illinois State Bank**, a Division of North Shore Bank, FSB (referred to throughout this document and its corresponding exhibits as the “Bank”), we listened and created the *OneStep* business loan. We've included everything you need from application to closing, and still provided you with the options to customize your loan. You decide ... fixed term or line of credit, determine the payments and even the collateral.

## Let's get growing ...

We would like to help your business grow, and take the next step. You decide the best way to start ...

**Do it yourself** – Follow the attached instructions for the *OneStep* business loan and complete the application and signature pages when you have time. Then just mail it in or drop it at a nearby branch. Your accountant or financial advisor can help.

**We do it all** – That's what good service is all about. If you prefer, just stop by with your financial statements or have your accountant forward them. We would be happy to personally discuss your needs and complete your loan request for you.

**Quick reply** – In most cases, we can give you an answer to your loan request in just a few days and get you the capital you need.

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# Credit Application, Loan Provisions and Guaranty

No binding agreement or customer relationship exists between you and the Bank until the Bank has approved your Credit Application and countersigned the Loan Provisions of this document. If your Credit Application is not approved, this Application and the Loan Provisions are null and void.

## Credit Application

Loan Type: Credit Line \$ \_\_\_\_\_ Term Loan \$ \_\_\_\_\_ Lease \$ \_\_\_\_\_

Description of Borrowing Purpose: \_\_\_\_\_

### Owners & Officers, Members or Partners (20% or above ownership):

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership % \_\_\_\_\_ Birthdate \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership % \_\_\_\_\_ Birthdate \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership % \_\_\_\_\_ Birthdate \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_ Ownership % \_\_\_\_\_ Birthdate \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Current Financial Institution \_\_\_\_\_ How Long? \_\_\_\_\_

Accountant Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Attorney Name \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

Insurance Agent \_\_\_\_\_ Address \_\_\_\_\_ Phone \_\_\_\_\_

### Business Information (Sole proprietors list individual's name and DBA if any)

Legal Business Name \_\_\_\_\_ Primary Contact: \_\_\_\_\_

(The "Undersigned")

C Corp  S Corp  LLC  LLP  General Partnership  Limited Partnership  Sole Proprietorship

State of Incorporation/  
Organization: \_\_\_\_\_ Tax ID  
Number: \_\_\_\_\_ Date Business  
Established: \_\_\_\_\_ Business  
Phone: \_\_\_\_\_

Primary Business Address: \_\_\_\_\_ FAX: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Email: \_\_\_\_\_

Website Address: \_\_\_\_\_

### Regulation B – Fair Credit Disclosure – See Exhibit C for additional signers.

(Signatures required for all persons who are applying as sole proprietors or guarantors)

**The undersigned intend to apply for joint credit under this One Step Business Loan.**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name) \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name) \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name) \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name) \_\_\_\_\_

**Equity Locator**

**Real Estate – The OneStep Loan cannot be used for the purchase of real estate.**

**Commercial Real Estate**

Property Address:		
Fair market value of existing property (attach copy of tax bill)	1	\$
Multiply line 1 by 75%	2	\$
Balance of any existing mortgages on the property	3	\$
Name of existing mortgage holder:		
Subtract line 3 from line 2 to determine equity available	4	\$

**Residential Real Estate**

Property Address:		
Fair market value of existing property (attach copy of tax bill)	5	\$
Multiply line 1 by 80%	6	\$
Balance of any existing mortgages on the property	7	\$
Name of existing mortgage holder:		
Subtract line 7 from line 6 to determine equity available	8	\$

**Existing Business Assets (subject to on-site verification and evaluation)**

Description of Asset (Equipment, Furniture, Fixtures)	Fair Market Value	
	9	\$
	10	\$
	11	\$
Gross Equity (add lines 9-11)	12	\$
Multiply line 12 by 25%	13	\$
Balance of any existing loans on equipment, furniture or fixtures	14	\$
Name of Lender:		
Subtract line 14 from line 13 to determine equity available	15	\$

**Certificate of Deposit at North Shore Bank (only)**

Account Number	Amount	
	16	\$
	17	\$
Total of all Certificates of Deposit. (add lines 16-17)	18	\$

**Motor Vehicle(s) (Not used on Lines of Credit)**

Description of Vehicle(s) (Year, Make, Model)	Purchase Price or Current Value	
1. _____		
Serial Number:		
Current value or purchase price (attach sales contract if applicable):	19	\$
2. _____		
Serial Number:		
Current value or purchase price (attach sales contract if applicable):	20	\$
3. _____		
Serial Number:		
Current value or purchase price (attach sales contract if applicable):	21	\$
Gross Equity (add lines 19-21)	22	\$
Amount you are eligible to borrow (line 22 x 80%)	23	\$

**Equipment Purchase (Not used on Lines of Credit)**

Description of Equipment:	Purchase Price or Current Value	
Total value of USED equipment	24	\$
If used, amount you are eligible to borrow (line 24 x 50%)	25	\$
Purchase price of NEW equipment (attach purchase order)	26	\$
If new, amount you are eligible to borrow (line 26 x 75%)	27	\$

**Total of your Assets available for collateral (add 4,8,15,18,23,25,27) \$ \_\_\_\_\_**



**Schedule A - Cash, Checking Accounts, Savings Accounts, & Certificates of Deposit**

Type	Name of Financial Institution	Amount	In Name Of:	PLEGGED YES NO	

**Schedule B - U.S. Government, Listed, & Unlisted Securities (List on separate sheet if necessary)**

No. of Shares or Face Value (Of Bonds)	Description*	Owner	Market Value	PLEGGED YES NO	

\*Indicates if Securities are Restricted By Contract or SEC Regulations.

**Schedule C - Life Insurance Carried, Include Group**

Face Amount	Name of Company	Owner	Beneficiary	CASH SURRENDER Value Loans	

**Schedule D - Real Estate Owned**

Address & Type of Property	Date Acquired	Owner	Cost	Mkt. Value	MORTGAGE			Insurance
					Amount	Monthly \$	Maturity	

**Schedule E - Names of Banks or Other Lenders Where Credit Has Been Obtained**

Name & Address of Lender	Borrower	Date Made	Monthly Payment	Due	High Credit	Current Balance	Sec. or Unsec.

**Schedule F - Notes and Loan Receivable**

Unpaid Amount	Name of Maker	Date Made	Security Pledged

**NOTICE:** We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

I certify that this financial statement is true and complete. I authorize Lender or its agents to verify the information obtained in this statement and to obtain additional information concerning my financial condition, including, without limitation, consumer credit reports, although Lender may rely on this financial statement without any further verification. I authorize Lender to furnish such information and any other credit experiences with me to others and to answer any questions about my credit experience and other financial relationships with Lender, to the extent not prohibited by applicable law. I agree to notify Lender, in writing, of any change that materially affects the accuracy of this statement.

**Lender may share information bearing on my credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living with its affiliates unless (1) I direct Lender at the address above that such information is unrelated to my transactions or experiences with Lender and may not be shared by Lender with its affiliates, (2) the information constitutes "medical information" as defined under applicable federal law, or (3) the information when provided to an affiliate would constitute a "consumer report" under applicable federal law.**

It may be a federal crime punishable by a fine or imprisonment or both to knowingly make false statements concerning any of the above information, under provisions of applicable federal and state law.

\_\_\_\_\_  
(Date Signed)

X \_\_\_\_\_  
Applicant Signature

X \_\_\_\_\_  
Co-Applicant Signature (joint credit only)

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# Financial Documents

Bank's review of this credit application is contingent upon your delivery of the following information and documents:

- Personal financial statement of any person with 20% or more ownership
- Copies of last two years complete personal tax returns with schedules of any owner(s) (AND)
- Copy of last two years complete business tax return with schedules
- Copy of Tax Bill or Appraisal for Real Estate being pledged as collateral
- Copy of insurance policy for assets being pledged
- Loan Fees
  - o \$300.00 for a Term Loan
  - o \$350.00 for a Credit Line (includes the initial \$50.00 annual fee)
  - o \$50.00 for a Vehicle or CD Term Loan

In addition to the above listed documents, startup businesses should also submit two years of annual projections and a current business plan.

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## Certification of the Undersigned (for all persons with 20% or more ownership)

I/we represent and warrant that the credit applied for herein will be used primarily (50% or more) for business or commercial purposes and the credit applied for will not be used primarily for personal, family or household purposes. I/we hereby further warrant and represent that the financial documents delivered pursuant to the above section were prepared in accordance with generally accepted principles of accounting consistently applied throughout the relevant time periods, where applicable, and that all documents are correct and complete as of today. I/we further warrant that the Undersigned (as defined below) is legally organized, validly existing and in good standing under the Laws of the State of its incorporation or organization and is duly qualified to do business and is in good standing in every jurisdiction in which its business requires such qualification. The Undersigned further certifies that all the statements in this Credit Application are true, correct and complete as of today. The Undersigned acknowledges that this is an application only and under no circumstances does Bank have any obligation to commit to or fund a loan to the Undersigned until Bank countersigns the Loan Provisions of this document, at which time this document becomes a final and complete statement of the agreement between Bank and the Undersigned. The Undersigned authorizes Bank to make any necessary and reasonable inquiries regarding the information requested, to obtain credit information on any of the above listed individuals, and also acknowledges that all supporting information included in this application will remain the property of Bank and will not be returned to you. Although we believe our decision can be made with the above information, additional documentation may be requested of you. All costs associated with the processing of the Credit Application will be charged to you (pending approval of your Credit Application). These costs include, but are not limited to, credit reports and property searches, appraisals, recording fees, and documentation fees. **The Undersigned further understands that it may be a federal crime punishable by fine or imprisonment, or both, to knowingly make any false statements concerning any of the above facts as provided under Title 18, United States Code, Section 1014**

The Undersigned:

Signed \_\_\_\_\_ Date \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

Signed \_\_\_\_\_ Date \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

(For Additional Signers see Exhibit C)

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## Loan Provisions

1. **Promise to Pay and Payment Schedule.** The Undersigned (whether one or more and as defined above) promises to pay to the order of Illinois State Bank A Division of North Shore Bank, FSB ("Bank") at Brookfield, Wisconsin, the total principal sum of \$ \_\_\_\_\_ or, if less, the aggregate unpaid principal amount of all loans made hereunder, plus interest, as set forth in the following Loan Provisions (as defined below). The loans made hereunder may be a term loan, a credit line, or both.

**Term Loan**

**Installments of Principal plus Interest.** The Undersigned requests that Bank lend to the Undersigned, and Bank agrees to lend to the Undersigned, the principal amount of \$ \_\_\_\_\_ subject to the terms of these Loan Provisions ("Term Loan"). The Term Loan shall be repaid in \_\_\_\_\_ equal **principal payments** of \$ \_\_\_\_\_ due 30 days from the date this agreement is accepted by the bank and on the same day of each consecutive month thereafter, PLUS a final payment of the unpaid principal balance and accrued interest, all subject to the interest calculation set forth below.

**Interest Calculation.** This Term Loan bears interest on the unpaid principal balance before maturity at a fixed rate of \_\_\_\_\_ % per year. Interest is computed on the actual number of days principal is unpaid on the basis of a 360 day year. All payments shall include principal and interest.

## Credit Line

The Undersigned requests that Bank lend to the Undersigned from time to time (the "Credit Line") such amounts as the Undersigned may request in accordance with these Loan Provisions (the "Credit Loan(s)"), and subject to the terms of these Loan Provisions, Bank agrees to lend such amounts up to the aggregate principal amount of \$\_\_\_\_\_ at any time outstanding (the "Credit Limit"). The Credit Loan shall be repaid in monthly payments of interest, beginning on the 15<sup>th</sup> day of the month following the date this agreement is accepted by the bank and on the 15<sup>th</sup> of each consecutive month thereafter, PLUS a final payment of the unpaid principal balance and accrued interest due upon maturity and/or termination for any reason, all subject to the interest calculation set forth below. Within the Credit Limit, the Undersigned may borrow, repay and reborrow under these Loan Provisions. Bank is not obligated to but may make Credit Loans in excess of the Credit Limit, and in any event the Undersigned is liable for and agrees to pay all Credit Loans. The Credit Line term is one (1) year, renewable upon the mutual agreement of the parties hereto on an annual basis. Such renewal shall be automatic and subject to the payment of the loan fee set forth below, if any, unless the Undersigned receives a non-renewal notice from Bank dated at least 30 days before the Credit Line term anniversary. In the event the Credit Line is not renewed, the Bank may, but is not required to, convert the remaining balance into a term loan with a maximum repayment period of 36 months if (i) the Undersigned would otherwise qualify for such a term loan under the Bank's underwriting requirements at that time and (ii) the terms are mutually agreeable to the Bank and the Undersigned.

**Interest Calculation.** This Credit Loan bears interest on the unpaid principal balance before maturity at a variable annual rate equal to the highest prime rates published in the Wall Street Journal "money rates" table plus 2.00 percentage points, but at no time shall the interest rate be less than 7.00%. Any change in the interest rate resulting from a change in the prime rate shall become effective without notice to the Undersigned as of the day on which such change in the prime rate becomes effective. A change in the interest rate will apply both to the outstanding principal balance and to new Credit Loans and shall result in an increase or decrease in the amount of each interest payment.

**Loan Fee.** The Undersigned agrees to pay an upfront annual and nonrefundable fee in the amount of \$50.00 as a condition of access to the Credit Line hereunder.

**Loan Disbursements.** Bank shall establish a new Credit Line account for the Undersigned. The Undersigned may access the Credit Line in amounts no less than \$1,000 by either an account transfer via the Undersigned's online business banking access or by drawing a check from the Credit Line account. Bank shall not be liable for any unauthorized use of either the Undersigned's online banking access or the Undersigned's Credit Line checks.

**Account Rules.** The Credit Line account set up by Bank for the Undersigned pursuant to these Loan Provisions shall at all times be subject to Bank's Credit Line checking account rules as amended from time to time, a form of which is attached hereto as Exhibit A.

**2. Default Interest.** Should the Undersigned default in payment of any of the indebtedness evidenced by any agreement resulting hereunder or in the performance of any of its obligations under a general business security agreement, mortgage, or other security agreement, or any other instrument given by the Undersigned to hold or to secure the indebtedness evidenced by any agreement resulting hereunder, the entire balance shall, upon written notice by Bank to the Undersigned, bear interest at a rate equal to 5% above the then current interest rate, but in no event greater than the maximum allowable by law, whether or not all of the obligations evidenced any agreement resulting hereunder are declared due by Bank.

**3. Other Charges.** If any payment (other than the final payment) is not made before the 10th day after its due date, Bank may collect a delinquency charge of 5% the unpaid amount. The Undersigned agrees to pay a charge of \$31.00 for each check presented for payment hereunder which is returned unsatisfied.

**4. Default and Enforcement.** Upon the occurrences of any one or more of the following events of default: (a) the Undersigned fails to pay any amount when due hereunder or under any other instrument evidencing any indebtedness of the Undersigned to Bank, (b) any representation or warranty made hereunder or information provided by the Undersigned to Bank in connection with this Credit Application and these Loan Provisions is or was false or fraudulent in any material respect, (c) a material adverse change occurs in the Undersigned's financial condition, (d) the Undersigned fails to timely observe or perform any of the covenants or duties contained in this Loan Provisions, (e) any guarantee of the Undersigned's obligations under this Loan Provisions is revoked or becomes unenforceable for any reason, (f) the Undersigned or a surety or guarantor of this Loan Provisions dies or ceases to exist, (g) an event of default occurs under any agreement securing these Loan Provisions, or (h) Bank deems itself insecure, then the unpaid balance shall, at the sole option of Bank, without notice or demand, mature and become immediately payable. The unpaid balance shall automatically mature and become immediately payable in the event any the Undersigned, surety or guarantor becomes the subject of bankruptcy or other insolvency proceedings. Bank's receipt of any payment hereunder after the occurrence of an event of default shall not constitute a waiver of the default or the Bank's rights and remedies upon such default. To the extent not prohibited by law, the Undersigned consents that venue for any legal proceeding relating to collection hereunder shall be, at Bank's option, the county in which Bank has its principal office in this state, the county in which any of the Undersigned resides or the county in which these Loan Provisions were executed.

**5. Prepayment.** Any indebtedness hereunder may be prepaid in full or in part without penalty.

**6. Security.** These Loan Provisions are secured by all existing and future general business security agreements, mortgages, or other security agreements between Bank and the Undersigned, between Bank and any guarantor of these Loan Provisions, and between Bank and any other person providing collateral security for the Undersigned's obligations, and payment may be accelerated according to any of them. The Undersigned authorizes Bank to file Uniform Commercial Code financing statements describing the collateral (including describing the collateral as "all assets," "all personal property" or with words of similar effect) and amendments, continuations or extensions to such financing statements. The Undersigned will cooperate with Bank in obtaining control of collateral or other security for the Loan Provisions for which control may be required to perfect Bank's security interest. Unless a lien would be prohibited by law or would render a nontaxable account taxable, the Undersigned grants to Bank a security interest and lien in any deposit account of the Undersigned which the Undersigned may at any time now or in the future have with Bank. Bank may, at their sole option and at any time after an occurrence of an event of default, without notice or demand, set-off or apply any amount unpaid hereunder against any deposit balance or other money now or hereafter owed any of the Undersigned by Bank.

**7. Insurance.** The Undersigned shall, so long as any amounts remain unpaid, or Bank has any commitment to make Term or Credit Loans (collectively, "Loans") hereunder, maintain insurance coverage in the forms, amounts, and with such insurers as would be carried by prudent management in connection with businesses engaged in similar activities in similar geographic areas as the Undersigned's business. The Undersigned agrees to promptly complete and execute Bank's loss payable letter to the Undersigned's insurers upon Bank's request.

**8. Rights of Bank.** Without affecting the liability of any of the Undersigned, surety, or guarantor, Bank may, without notice, accept partial payments, release or impair any collateral security for the payment of these Loan Provisions or agree not to sue any party liable on them. Bank may apply prepayments, if permitted, to such future installments as it elects. Bank may without notice to the Undersigned

apply payments made by or for the Undersigned to any obligations of the Undersigned to Bank. Without affecting the liability of any surety or guarantor, Bank may from time to time, without notice, renew or extend the time for payment. Bank is authorized to make book entries evidencing Loans and payments and the aggregate of all Loans as evidenced by those entries is presumptive evidence that those amounts are outstanding and unpaid to Bank.

**9. Obligations and Agreements of the Undersigned.** The Undersigned agrees to fully cooperate in correcting and adjusting any loan closing documentation for all typographical or clerical errors discovered by Bank. The Undersigned covenants that all Loans shall be used solely for business and not personal purposes. The obligations under this Loan Provisions of all the Undersigned are joint and several. All the Undersigned, sureties, and guarantors agree to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by the Undersigned or incident to any action or proceeding involving the Undersigned brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand and notice of dishonor. The Undersigned agrees to indemnify and hold harmless Bank, its directors, officers, employees and agents from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorneys' fees, arising directly or indirectly from credit extended hereunder or the activities of the Undersigned. This indemnity shall survive full repayment of the obligations hereunder. Each of the Undersigned acknowledge that Bank has not made any representations or warranties with respect to, and that Bank does not assume any responsibility to the Undersigned for the collectability or enforceability of these Loan Provisions or the financial condition of any of the Undersigned. Each of the Undersigned has independently determined the collectability and enforceability of these Loan Provisions. The Undersigned authorizes Bank to disclose financial and other information about the Undersigned to others.

**10. Interpretation.** These Loan Provisions are intended by the Undersigned and Bank as a final expression of this Loan and as a complete and exclusive statement of its terms, there being no conditions to the enforceability of these Loan Provisions. These Loan Provisions may not be supplemented or modified except in writing. This Loan benefits Bank, its successors and assigns, and binds the Undersigned and the Undersigned's heirs, personal representatives, successors and assigns. The validity, construction and enforcement of these Loan Provisions are governed by the laws of Illinois. Invalidity or unenforceability of any provision of these Loan Provisions or this document shall not affect the validity or enforceability of any other provision.

**11. Documentation Requirements.** As a condition of renewing the Credit Line or, if not renewed, determining whether a term loan will be extended, the Bank must receive the following documentation at least 90 days prior to the annual renewal date of the Credit Line: (i) a current, certified personal financial statement for each of the guarantors or the owner (if the Undersigned is an individual), (ii) a copy of the most recent business tax return certified by the Undersigned and (iii) if commonly prepared, the most current year end business financial statements certified by the Undersigned and an interim business financial statement.

**12.** The term "Loan Provisions" shall collectively include provisions 1-11 above.

**The Undersigned:**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

(For Additional Signers see Exhibit C)

*FOR BANK UNDERWRITING USE ONLY:*

**Upon Bank's signature (by a designated Bank officer) below, these Loan Provisions become a binding Agreement.**

**Illinois State Bank, a Division of, North Shore Bank, FSB:**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
By: \_\_\_\_\_ Its: Credit Analyst

**(FOR WISCONSIN RESIDENTS ONLY)**

Marital Purpose Statement For Loan Provisions (sole proprietorship's only, if applicable)

I am married, am a Wisconsin resident and this obligation is being incurred in the interest of my marriage or family. The name of my spouse is \_\_\_\_\_ and my spouse resides at \_\_\_\_\_

\_\_\_\_\_. I understand that Bank may be required by law to give notice of this obligation to my spouse.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

# Borrowing Resolution (Do not use for sole proprietorships or individuals)

RESOLVED, that any \_\_\_\_ (insert number) of the officers/partners/members/managers or other designated person(s) ("Officer") of the Undersigned from time to time holding the following offices are authorized to act for and on behalf of the Undersigned:

(Check authorized offices)

- President       Vice President       Assistant Vice President       Secretary  
 Treasurer       Partner       Member       Manager  
 Other (list names of designated persons, if any \_\_\_\_\_)

to arrange for the borrowing and to borrow from time to time money from Bank, and to give instructions to Bank regarding same;

to execute and deliver to Bank, from time to time, notes or loan agreements evidencing such debts in such amounts, with such maturities, at such rates of interest and upon such terms and conditions as the officers deem proper; to pledge, sign, mortgage or otherwise grant a security interest in any or all real property, fixtures, tangible or intangible personal property, or any other assets of the Undersigned, to execute and deliver to Bank such security agreements, assignments, mortgages, financing statements, hypothecations, agreements not to encumber and other agreements as may be requested by Bank from time to time with such promises, warranties, representations and conditions as the officers deem proper and to guaranty and/or secure the obligations of others to Bank, and to perform such acts required of the Undersigned in such agreements or otherwise to perfect such security interests, including the deposit of such property with Bank (and to withdraw and make substitutions of same from time to time);

to endorse or assign with or without recourse and deliver to Bank for discount, deposit, application to loan balances or for collateral purposes notes, drafts, checks, certificates of deposit, acceptances, chattel paper, accounts, commercial and other business paper, now owned or hereafter acquired by the Undersigned;

to execute and deliver to Bank applications, agreements and other instruments for the issuance by Bank of letters of credit for the account of the Undersigned;

to execute and deliver subordinations, guaranties, or other financial undertakings to Bank; and

to do all other things necessary or appropriate to the authority granted by this Resolution; and the signature of any officer appearing on any of the foregoing shall be conclusive evidence of that officer's approval thereof.

FURTHER RESOLVED, that the **custodian of the records** of the Undersigned be and hereby is authorized and directed to certify to Bank the foregoing Resolution and that the provisions thereof are in conformity with the governing documents of the Undersigned and to provide the names and to provide specimen or facsimile signatures if requested of the person(s) authorized therein and that the foregoing Resolution and the authority thereby conferred shall remain in full force and effect until the Undersigned notifies Bank to the contrary in writing, and Bank may conclusively presume that Resolutions and signatures are in effect and that the persons identified therein from time to time as officers of the Undersigned have been duly elected or appointed to and continue to hold such offices. Receipt of any such notice shall not affect any action taken by Bank prior thereto.

FURTHER RESOLVED, that the Undersigned assumes full responsibility and holds harmless Bank for any and all payments made or any other actions taken by Bank in reliance upon the signatures, including facsimiles thereof, of any person or persons holding the offices of the Undersigned designated above regardless of whether or not the use of the facsimile signature was unlawful or unauthorized and regardless of by whom or by what means the purported signature or facsimile signature may have been affixed to any instrument if such signatures reasonably resemble the specimen or facsimile signatures as provided to Bank and for refusing to honor any signatures not provided to Bank and that the Undersigned agrees to indemnify Bank against any and all claims, demands, losses, costs, damages or expenses suffered or incurred by Bank resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expenses.

## The Undersigned:

Signed \_\_\_\_\_ Date \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager (circle one)

## Certification of Borrowing Resolution

I certify that I am custodian of the records of the Undersigned, a

- C Corp     S Corp     LLC     LLP     General Partnership     Limited Partnership     Sole Proprietorship

organized under the laws of the State of \_\_\_\_\_; that the foregoing is a true and correct copy of resolutions duly adopted in accordance with law and the governing documents of the Undersigned by unanimous consent, that said resolutions, not being in conflict with those governing documents, are now in full force and effect, and that **the foregoing signatures shall also constitute specimen or facsimile signatures.**

Signed \_\_\_\_\_ Date \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager (circle one)

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## Guaranty (Do not use for sole proprietorships or individuals)

For value received, and to induce Bank to extend credit to the Undersigned, the undersigned ("Guarantor," whether one or more) jointly and severally guarantees the payment of the Obligations defined below when due or, to the extent not prohibited by law, at the time any the Undersigned becomes the subject of bankruptcy or other insolvency proceedings. "Obligations" means all loans, drafts, overdrafts, checks, notes, letter of credit reimbursement obligations and all other debts, obligations and liabilities of every kind and description, whether of the same or a different nature, arising out of credit previously granted, credit contemporaneously granted or credit granted in the future by Bank to either the Undersigned, to either the Undersigned and another, or to another guaranteed or endorsed by either the Undersigned. Obligations include interest and charges and the amount of payments made to Bank or another by or on behalf of any the Undersigned which are recovered from Bank by a trustee, receiver, creditor or other party pursuant to applicable federal or state law, and to the extent not prohibited by law, all costs, expenses and attorneys' fees at any time paid or incurred before and after judgment in endeavoring to collect all or part of any of the above, or to realize upon this Guaranty, or any collateral securing any of the above, including those incurred in successful defense or settlement of any counterclaim brought by any the Undersigned or Guarantors or incident to any action or proceeding involving any the Undersigned or the Guarantors brought pursuant to the United States Bankruptcy Code. Unless a lien would be prohibited by law or would render a nontaxable account taxable, the Guarantors grant to Bank a security interest and lien in any deposit account any of the Guarantors may at any time have with Bank. **Bank may, at any time after the occurrence of an event of default with respect to any Obligation, setoff or apply any amount unpaid on the Obligations against any deposit balances or other money now or hereafter owed any of the Guarantors by Bank.** This Guaranty is also secured (to the extent not prohibited by law) by all existing and future security agreements between Bank and any of the Guarantors and by any mortgage stating it secures guaranties of any of the Guarantors. This Guaranty is valid and enforceable against the Guarantors even though any Obligation is invalid or unenforceable against any the Undersigned.

**WAIVER.** To the extent not prohibited by applicable law, the Guarantors expressly waive (a) notice of the acceptance of this Guaranty, the creation of any present or future Obligation, default under any Obligation, proceedings to collect from any of the Undersigned or anyone else, (b) all diligence of collection and presentment, demand, notice and protest, (c) any right to disclosures from Bank regarding the financial condition of any of the Undersigned or guarantor of the Obligations or the enforceability of the Obligations, and (d) all other legal and equitable surety defenses. No claim, including a claim for reimbursement, subrogation, contribution or indemnification which any of the Guarantors may, as a guarantor of the Obligations, have against a co-guarantor of any of the Obligations or against any of the Undersigned shall be enforced nor any payment accepted until the Obligations are paid in full and no payments to or collections by Bank are subject to any right of recovery.

**CONSENT.** To the extent not prohibited by applicable law, with respect to any of the Obligations, Bank may from time to time before or after revocation of this Guaranty without notice to the Guarantors and without affecting the liability of the Guarantors (a) surrender, release, impair, sell or otherwise dispose of any security or collateral for the Obligations, (b) release or agree not to sue any guarantor or surety, (c) fail to perfect its security interest in or realize upon any security or collateral, (d) fail to realize upon any of the Obligations or to proceed against any the Undersigned or any guarantor or surety, (e) renew or extend the time of payment, (f) increase or decrease the rate of interest or the amount of the Obligations, (g) accept additional security or collateral, (h) determine the allocation and application of payments and credits and accept partial payments, (i) determine what, if anything, may at any time be done with reference to any security or collateral, and (j) settle or compromise the amount due or owing or claimed to be due or owing from any of the Undersigned, guarantor or surety, which settlement or compromise shall not affect the Guarantors' liability for the full amount of the unpaid Obligations. The Guarantors expressly consent to and waive notice of all of the above. To the extent not prohibited by law, the Guarantors consent that venue for any legal proceeding relating to the collection of this Guaranty shall be, at Bank's option, the county in which Bank has its principal office in this state, the county in which any of the Guarantors resides or the county in which this Guaranty was executed by the Guarantors.

**PERSONS BOUND.** This Guaranty benefits Bank, its successors and assigns, and binds the Guarantors, their respective heirs, personal representatives, successors and assigns. This Guaranty shall continue in full force and effect notwithstanding any change in structure or status of the Undersigned, whether by merger, consolidation, reorganization or otherwise.

**REPRESENTATIONS.** The Guarantors acknowledge and agree that Bank (a) has not made any representations or warranties with respect to, (b) does not assume any responsibility to the Guarantors for, and (c) has no duty to provide information to the Guarantors regarding, the enforceability of any of the Obligations or the financial condition of any of the Undersigned or guarantor. **The Guarantors have independently determined the creditworthiness of the Undersigned and the enforceability of the Obligations and until the Obligations are paid in full will independently and without reliance on Bank continue to make such determinations.**

**REVOCATION.** This is a continuing guaranty and shall remain in full force and effect until Bank receives written notice of its revocation signed by the Guarantors or actual notice of the death of the Guarantors. Upon revocation by written notice or actual notice of death, this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred before revocation, and as to them Bank shall have the rights provided by this Guaranty as if no revocation had occurred. Any renewal, extension or increase in the interest rate of any such Obligation, whether made before or after revocation, shall constitute an Obligation contracted for or incurred before revocation. Obligations contracted for or incurred before revocation shall also include credit extended after revocation pursuant to commitments made before revocation. Revocation by one of the Guarantors shall not affect any of the liabilities or obligations of any of the other Guarantors and this Guaranty shall continue in full force and effect with respect to them.

**CONFESSION OF JUDGMENT.** Guarantor hereby irrevocably authorizes and empowers any attorney-at-law to appear in any Court and to confess judgment against Borrower for the unpaid amount of this Note as evidenced by an affidavit signed by an officer of Lender setting forth the amount then due, attorneys' fees plus costs of suit and to release all errors, and waive all rights of appeal. If a copy of this Note, verified by an affidavit, shall have been filed in the proceeding, it will not be necessary to file the original as a warrant of attorney. Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect. No single exercise of the foregoing warrant and power to confess judgment will be deemed to exhaust the power, whether or not any such exercise shall be held by any court to be invalid, voidable or void; but the power will continue undiminished and may be exercised from time to time as Lender may elect until all amounts owing on this Note have been paid in full. Borrower hereby waives and releases any and claims or causes of action which Borrower might have against any attorney acting under the terms of authority which Borrower has granted herein arising out of or connected with the confession of judgment hereunder.

**ENTIRE AGREEMENT.** This Guaranty is intended by the Guarantors and Bank as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplemented or modified except in writing.

<b>JURY WAIVER</b>	
<b>GUARANTOR KNOWINGLY AND VOLUNTARILY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM BASED UPON, ARISING OUT OF OR IN ANY WAY RELATING TO THIS GUARANTY, THE OBLIGATIONS GUARANTEED BY THIS GUARANTY OR ANY CONDUCT, ACT OR OMISSION OF LENDER, AND AGREES AND CONSENTS THAT ANY SUCH ACTION, PROCEEDING, CLAIM OR COUNTERCLAIM SHALL BE DECIDED BY TRIAL TO THE COURT WITHOUT A JURY. GUARANTOR ACKNOWLEDGES AND UNDERSTANDS THAT THIS WAIVER AND CONSENT CONSTITUTES A MATERIAL INDUCEMENT TO LENDER TO ENTER INTO THE TRANSACTION WITH THE DEBTOR.</b>	
(Guarantor #1)	(Guarantor #2)
(Guarantor #3)	(Guarantor #4)

**Guarantor(s):**

**Guarantor #1 Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Print name →) \_\_\_\_\_

**Guarantor #2 Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

(Print name →) \_\_\_\_\_

(For Additional Guarantors see Exhibit C)

**( \* For Wisconsin Residents Only )**

**\* Marital Purpose Statement For Guaranty** (Guarantor #1, if applicable)

I am married, am a Wisconsin resident and this obligation is being incurred in the interest of my marriage or family. The name of my spouse is \_\_\_\_\_ and my spouse resides at \_\_\_\_\_  
 \_\_\_\_\_ . I understand that Bank may be required by law to give notice of this obligation to my spouse.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**\* Marital Purpose Statement For Guaranty** (Guarantor #2, if applicable)

I am married, am a Wisconsin resident and this obligation is being incurred in the interest of my marriage or family. The name of my spouse is \_\_\_\_\_ and my spouse resides at \_\_\_\_\_  
 \_\_\_\_\_ . I understand that Bank may be required by law to give notice of this obligation to my spouse.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

(For Additional Marital Purpose Signers see Exhibit C)

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## Agreement to Provide Insurance

As part of the Loan Requirements, the undersigned agrees to do the following:

1. Insure any collateral used as Security for the Loan
2. To name the Bank as **Loss Payee or Mortgagee** on any insurance policy obtained by the Undersigned
3. Arrange for the insurance company to notify the Bank that the policy is in effect and has been noted
4. Pay for this insurance including any fee for the endorsement
5. Keep the insurance in effect until the Loan is no longer subject to a security interest in the collateral

The Property subject to this Agreement is described as follows:

I agree to insure this Property according to the described risks, amount of coverage, and maximum deductible required as designated by bank from time to time depending on the type of collateral subject to the Security Interest noted above.

By signing below, the undersigned, agrees to the terms contained in this Agreement and acknowledges receipt of a copy of this Agreement.

**The undersigned requests any insurance company and any agency to provide appropriate coverage and to list Bank on the policy as indicated above. The Undersigned also requests the insurance company or its authorized agent to immediately confirm that the policy is in effect by forwarding a copy of the Declaration Page of the policy to the Bank.**

**The Undersigned:**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

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## EXHIBIT - A

### BANK'S LINE OF CREDIT ("LOC") BUSINESS CHECKING ACCOUNT RULES

The LOC account ("LOC ACCOUNT") which you are establishing with Bank is subject to the following rules, as may be amended from time to time:

All checks used as payment will be handled by Bank as agent for you subject to chargeback or refund if for any reason final payment of the check is not received in a form acceptable to Bank. If a claim is made with respect to any check after final payment has been made on the grounds that the check was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, Bank may withhold the amount of the check to your LOC ACCOUNT until final determination of the claim has been made.

You agree to use the forms approved by Bank. Bank reserves the right to return unpaid any other form of check or any check incompletely or defectively drawn.

You are subject to certain charges in connection with your LOC ACCOUNT. An outline and schedule of Bank charges involving the LOC Checking Account are listed below:

**Schedule of Special Charges:**

Charge for each overdraft or each check returned for any reason	\$31.00
For duplicated copy of canceled check	\$5.00
Charge for "Stop Payment" order	\$31.00
Charge of each check written under the required draw amount	\$31.00

These charges may be changed from time to time by Bank, and Bank agrees to provide you with a revised schedule of charges if any change is made.

Upon receipt of a written request from you and at your risk, Bank will, without responsibility on its part so far as it may lawfully limit its liability, accept a stop payment order for any check payable from your LOC Account. Bank may, but is not required to, accept an oral stop payment order. A stop payment order takes effect when Bank enters the stop payment information on your account. **A written stop payment order is effective for only 6 months unless renewed in writing. An oral order accepted by Bank is effective for only 14 days unless confirmed in writing within that period.** A stop payment order covers only the particular check originally identified and does not include any additional checks which may be presented for payment. A stop payment order must include your LOC ACCOUNT number, the number and date of the check payable, the name of the payee and the exact amount of the check. Absolute accuracy of the check number and the amount of the check is required to identify the check and to act on the order. Bank will charge your LOC ACCOUNT for a stop payment order in accordance with its then current schedule of charges. Bank will accept a stop payment order from any of the parties whose signature is on your LOC ACCOUNT signature card.

Bank also reserves the right, at its sole discretion, to discontinue or limit the practice of allowing withdrawals by check, and to terminate the account relationship at any time upon notice to you, in accordance with the terms of your Line of Credit Agreement.

Since Bank has no way of determining the validity of checks bearing facsimile signatures, it will not be liable for unauthorized use of any facsimile signature thereof.

It shall be your duty when writing a post-dated check (a check dated in the future) to notify Bank, in writing, giving a complete description of the check, including the name of the payee, the date, the number and the amount of the check. Otherwise, Bank shall not be liable for prematurely paying the check. Because handling a post-dated check means extra work for Bank, Bank may charge your LOC ACCOUNT a service in accordance with its current schedule of charges on effect at the time written notice of the post-dated check is given to Bank.

In the event Bank elects not to, or fails to, exercise any of its rights under these rules or incorporated into these rules by reference, such nonexercise shall not prejudice its ability to exercise such rights at any other time nor shall such nonexercise constitute a waiver of any of its rights.

The execution of a signature card by you upon the opening of your LOC ACCOUNT shall constitute an acceptance of the rules and all future amendments to the rules.

These rules governed by the laws of Illinois.

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**EXHIBIT A (Continued)**

**Business Line of Credit Signature Card**

I/WE ALSO ACKNOWLEDGE BY OUR SIGNATURE BELOW THAT WE HAVE RECEIVED THE BUSINESS LINE OF CREDIT CHECKING ACCOUNT RULES AND AUTHORIZE BANK TO HONOR CHECKS PRESENTED FOR PAYMENT WITH ANY OF THE ABOVE SIGNATURES UNLESS OTHERWISE NOTED.

Acct. No. \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Social Security No. \_\_\_\_\_

Borrower \_\_\_\_\_ Social Security No. \_\_\_\_\_

Borrower \_\_\_\_\_ Social Security No. \_\_\_\_\_

Borrower \_\_\_\_\_ Social Security No. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Work \_\_\_\_\_ Home \_\_\_\_\_

**Loan Servicing Copy**

.....  
I/WE ALSO ACKNOWLEDGE BY OUR SIGNATURE BELOW THAT WE HAVE RECEIVED THE BUSINESS LINE OF CREDIT CHECKING ACCOUNT RULES AND AUTHORIZE BANK TO HONOR CHECKS PRESENTED FOR PAYMENT WITH ANY OF THE ABOVE SIGNATURES UNLESS OTHERWISE NOTED.

Acct. No. \_\_\_\_\_ Date \_\_\_\_\_

Borrower \_\_\_\_\_ Social Security No. \_\_\_\_\_

Borrower \_\_\_\_\_ Social Security No. \_\_\_\_\_

Borrower \_\_\_\_\_ Social Security No. \_\_\_\_\_

Borrower \_\_\_\_\_ Social Security No. \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_  
Work \_\_\_\_\_ Home \_\_\_\_\_

**Branch Copy**

**EXHIBIT B**

**NEW AUTOMATIC TRANSFER  
BUSINESS ONE STEP LOANS**

Name (Print) \_\_\_\_\_ Name (Print) \_\_\_\_\_  
Social Security # \_\_\_\_\_ Social Security # \_\_\_\_\_  
Day Time Phone Number \_\_\_\_\_ E-Mail Address \_\_\_\_\_  
Branch Employee \_\_\_\_\_ Branch Number \_\_\_\_\_

**Attention Branch Employee:** Please give the customer a copy of this completed form, which includes the auto transfer with signature **AND** the regulations. Interoffice **OR** fax this form to the ACH department. **DO NOT** do both as this may lead to a double set-up.

I hereby authorize Bank, and its' successors, assigns, authorized agents, or any entity servicing my account to initiate payments as disclosed in my loan documents, and continue monthly thereafter.

**I have allowed 10 business days for the set up of my automatic transfer.**

**TRANSFER FROM:** (must be a depository account of the bank)

Savings # \_\_\_\_\_

Checking # \_\_\_\_\_

**TRANSFER TO:** (must be a business loan of the bank)

Business Line of Credit # \_\_\_\_\_ (To be completed by the bank)

Business Term Loan # \_\_\_\_\_ (To be completed by the bank)

This authorization is to remain in full force and effect until Bank has received written notification from the customer of its termination. The Bank requires ten business days for any changes or termination requests. The Bank may terminate this agreement at any time with written notice to the customer. I HAVE RECEIVED A COPY OF THIS FORM AND HAVE READ THE RULES AND REGULATIONS BELOW.

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)

**RULES AND REGULATIONS FOR YOUR AUTOMATIC TRANSFER**

- 1) Your automatic transfer will attempt to post anytime after midnight the morning of scheduled payment date.
- 2) If the day/date of your payment is a legal holiday or a Sunday, the transfer will attempt to post the business day prior to the scheduled payment date. Transfers will post on Saturdays. Please have funds available by the end of the day prior to the transfer attempt.
- 3) If your donor account has non-sufficient funds, you will be charged the current non-sufficient funds fee. The Bank will not re-attempt to make the transfer until the following month's regular set date. If the attempted loan payment does not process, it is your responsibility to bring the loan current, including any late charges.
- 4) In the event of a pay-off or refinance, you will be responsible for canceling the current automatic transfer payment. Contact Customer Assistance at (877) 672-2265 for assistance in the cancellation of the automatic payment.
- 5) A HELOC payment may not be made on the 1<sup>st</sup> of the month.

For Internal Use Only

Credit Line account number: \_\_\_\_\_ 1<sup>st</sup> payment date: \_\_\_\_\_  
Fixed loan account number: \_\_\_\_\_ 1<sup>st</sup> payment date: \_\_\_\_\_  
\_\_\_\_\_

TMS Number \_\_\_\_\_ Date TMS was set up \_\_\_\_\_

File Maintenance Done

Source Added Insurance: Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

**Exhibit C – Additional Signers-** (used only if more than two signers)

**Loan Provisions**

**The Undersigned:**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

**Borrowing Resolution**

**The Undersigned:**

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_  
By: \_\_\_\_\_ Its: Officer/Partner/Member/Manager/Owner (circle one)

**Guarantors**

**Guarantor #3 Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print name →)

**Guarantor #4 Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print name →)

**Marital Purpose Statement For Guaranty** (Guarantor #3, if applicable)

I am married, am a Wisconsin resident and this obligation is being incurred in the interest of my marriage or family. The name of my spouse is \_\_\_\_\_ and my spouse resides at \_\_\_\_\_. I understand that Bank may be required by law to give notice of this obligation to my spouse. \_\_\_\_\_ I understand that Bank may be required by law to give notice of this obligation to my spouse.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

**Marital Purpose Statement For Guaranty** (Guarantor #4, if applicable)

I am married, am a Wisconsin resident and this obligation is being incurred in the interest of my marriage or family. The name of my spouse is \_\_\_\_\_ and my spouse resides at \_\_\_\_\_. I understand that Bank may be required by law to give notice of this obligation to my spouse. \_\_\_\_\_ I understand that Bank may be required by law to give notice of this obligation to my spouse.

**Signed** \_\_\_\_\_ **Date** \_\_\_\_\_

Regulation B - Fair Credit Disclosure

(Signatures required for all persons who are applying as sole proprietors, individuals or guarantors)

**The undersigned intend to apply for joint credit under this One Step Business Loan.**

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name) \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name) \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name) \_\_\_\_\_

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
(Print Name) \_\_\_\_\_

**Upon approval of my OneStep application, I would also like to apply for a North Shore Bank business credit card.**

X \_\_\_\_\_ X \_\_\_\_\_

## Exhibit D

# Instructions for completing your OneStep loan application

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## IMPORTANT

This is your application and final loan closing document all in one form. If you make an error, we ask that you cross it out, initial it, and add the correct information. Do not use "white-out" or leave any blanks. If you have any questions, please contact us for assistance.

**Complete the Credit Application, Business Information and Fair Credit Disclosure.** *Page 2*

You may select more than one type of loan, if needed. This one agreement covers multiple loan requests. If you are requesting lease credit, you need only complete the first two pages of the application along with the exhibits.

If there are owners having an interest in the business of 20% or more, this information applies throughout the application. Add additional pages if necessary.

**Complete the Equity Locator to determine the equity value of your assets.** *Page 3*

**Complete Personal Financial Statements & Provide Copies of Required Financial Documents** *Page 3-4*

A signed North Shore Bank Personal Financial Statement is required for **all** persons with 20% or more ownership in the business entity (the "Owners").

You may make additional copies of the personal financial statement for each of the Owners.

If any of the requested financial statement materials are unavailable, please indicate accordingly.

Be sure to include complete tax returns with schedules.

Business balance sheets and income statements should be included if you wish them to be considered in the credit analysis. If they are inaccurate and you can submit additional tax returns that provide this information, disregard including these reports.

Please attach a copy of the "declarations" page of your insurance policy that covers your business assets.

**Obtain the signatures** of all owners having an interest in the business of over 20%. *Page 4*

Be sure to circle the signer's title and date the signature.

**Loan Provisions: Determine the type of loan needed** – Term Loan, Credit Line or both. *Page 4*

In paragraph 1, indicate on the first blank space the total amount of the credit you are applying for – e.g. \$25,500.00. If applying for both, this should include the total of the term loan and the credit line.

**Term Loan:** If you are applying for a term loan, check the term loan box and complete the amount of the request – e.g. \$20,500.00 – as the "principal amount."

Consult the attached Loan Terms Sheet to determine how many payments you may use based on the collateral pledged on the loan. You may then determine the number of "equal principal payments" you wish to make to complete payment of the loan. To calculate the amount of equal principal payments, divide the principal amount you wish to borrow by the number of payments. For example, if you are borrowing for a car loan, you would divide the principal amount of \$20,500.00 by 60 months. The payment amount will be \$341.67 (rounded up). You should understand that this is the amount of the principal payment. The total payment you will be billed will include interest as indicated in the Loan Terms Sheet. Please write in the fixed rate of interest in the space indicated.

**Credit Line:** If you are applying for a credit line, check the appropriate box and fill in the amount of the request – e.g. \$5,000.00.

**Sign the agreement.** This should be signed by all officers, partners or members who have a 20% interest or more in the business.

Page 6

**Sole Proprietors must complete and sign Marital Purpose Statement.**

Page 6

**Borrowing Resolution:** Check the appropriate titles of official signers of this document. This should include all of the owner's titles with 20% or more interest. You may also list the names of other designated people you wish to have authorized to sign this loan agreement.

Page 6-7

**Sign the agreement.** This should be signed by all officers, partners or members who have a 20% interest or more in the business. The Certification of Borrowing Resolution should be signed and completed by an individual in charge of the official company records.

Page 7

**Guaranty: Personal guaranty of each of the owners.** Be sure to sign above the line, print the name of each carefully under the line, and complete the date signed. Do not use your business title. This is your personal guaranty of the debt. Each guarantor must sign the Marital Purpose Statement for Guaranty.

Page 7-8

**Agreement to Provide Insurance.** Sign the form and provide a copy of the insurance policy covering assets pledged as collateral on the loan.

Page 10

**Exhibit A: For lines of credit, you must complete both sections of the Business Line of Credit Signature Card.** One person must acknowledge receipt of the Business Line of Credit checking account rules and the card needs to be signed by all authorized signers on the account.

**Exhibit B: Automatic Transfer from business checking to loan account for monthly payment is required.** The Transfer Form must be signed by one of the authorized signers of the company. Please date and complete the phone number information and the email address. Indicate the account number you wish to have the funds withdrawn from in the section labeled "TRANSFER FROM". If you haven't yet opened an account, leave it blank. Under "TRANSFER TO", a line of credit will automatically be interest only. This amount will vary each month. The term loan will be the amount of the principal plus interest. This amount will also vary each month. You will receive a statement from the bank in advance of this date showing the amount to be taken from the account.

**Exhibit C: Additional Signers.** This exhibit is used if there are more than two signers with more than 20% ownership.

**Exhibit D: General Business Security Agreement.** Required on all loans and lines.

**Complete the General Business Security Agreement.** Fill in the date of the agreement on the first page. Fill in name of your business on the third line ("Borrower"). Under Section 2(k), complete the address of the location of the collateral if the collateral is not at the address indicated on the last page. On the last page, complete the address, the name of the organization, the state of organization, and the type of organization (i.e. – corporation, sole ownership, etc.). Finally, insert the name of all of the owner's of the business with 20% or more ownership in the company, below the seal lines and have each owner sign above their name.

**Receiving your funds:** Upon approval and acceptance by a designated bank officer of North Shore Bank, checks will be issued as requested by borrower. There is no need for a loan closing to complete your loan request since this application includes all your closing documents.

**Additional documents:** Should any additional documents be needed to complete the loan process, arrangements will be made by a branch representative to obtain the signature of one of the authorized signers to complete the required loan documents.