

# Corporate Resolution

**Wintrust Financial Corporation and its affiliates, including Advantage National Bank; Barrington Bank & Trust; Beverly Bank & Trust; Crystal Lake Bank & Trust; Hinsdale Bank & Trust; Lake Forest Bank & Trust; Libertyville Bank & Trust; Old Plank Trail Community Bank; Northbrook Bank & Trust; North Shore Community Bank; State Bank of the Lakes; Town Bank; Village Bank & Trust; Wheaton Bank & Trust.**

Account Number

\_\_\_\_\_, 20\_\_\_\_

I, \_\_\_\_\_ do hereby certify that I am the duly elected/appointed and qualified \_\_\_\_\_ and the keeper of the records and corporate seal of

\_\_\_\_\_ a corporation organized and existing under the laws of Illinois and that the following is a true and correct copy of certain resolutions adopted at a meeting of the Board of Directors thereof, convened and held in accordance with the law and the by-laws of said corporation on \_\_\_\_\_ and that such resolutions are now in full force and effect and are not in contravention of, or in conflict with the by-laws or the charter or articles of incorporation of said corporation, and that the following resolutions also constitute an agreement by said corporation with Bank designated above in the Wintrust Financial Corporation and its affiliates (Bank) in respect to the matters herein set forth:

BE IT RESOLVED, that the Bank be and hereby is designated as a depository of this corporation. The depository relationship governed by these regulations and agreements may be terminated by this corporation by written notice to said bank, or by said bank by written notice to this corporation.

BE IT FURTHER RESOLVED that the funds of this corporation may be deposited by its officers, agents, and employees and that the President, and Vice President, the Treasurer, and Assistant Treasurer, the Secretary, and Assistant Secretary, or any other officer of this corporation be and hereby is authorized to open and maintain an account or accounts with said Bank and to endorse and deposit with said Bank negotiable instruments and orders for the payment of money which endorsements may be made in writing or by a stamp and without designation of the person so endorsing, and it being understood and agreed that on all such items deposited all prior endorsements are guaranteed by this corporation whether or not expressly incorporated therein. Said Bank may return to this corporation any item not clearly endorsed by the corporation, or may endorse any such item on the corporation's behalf in order to facilitate collection. The Bank shall not be liable for any delays in the presentment or return of negotiable instruments and orders for the payment of money which are not properly endorsed.

BE IT FURTHER RESOLVED that any \_\_\_\_\_ of the following are authorized:

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To make and from time to time continue to make arrangements and to issue such instructions as to him/her/them shall seem proper for the conduct of any such account or accounts, and

To sign checks and orders for the payment of money withdrawing funds from said account(s) whether such checks and orders create or increase an overdraft of said account(s) or not, (payment or non payment of any such overdraft to be at the option of said Bank), and the Bank is hereby authorized and directed to act upon and honor any instructions so issued and to honor, pay, and charge any account(s) of this corporation all checks and orders for the payment of money so drawn when so signed without inquiring as to the circumstances of their issue or the disposition of their proceeds, whether such checks be payable to the order of, endorsed, or negotiated by any officer or person signing them, or any of said officers or persons in their individual capacities or not, and whether they are deposited to the individual credit of or tendered in payment of the individual obligation of any officer or person signing them or of any of the officers or persons or not, and

To issue an oral or written stop payment order which must specify the precise account number, payee, date, amount and number of the item (which number should be MICR encoded if the item is a check). It is further agreed that said Bank may honor and charge to this corporation checks, drafts, or other orders for the payment of money, otherwise properly payable without regard to the date thereon, and Bank will not be responsible or liable, and

To endorse for negotiation, negotiate, and receive the proceeds of any negotiable instruments or orders for the payment of money payable to or belonging to this corporation, and to identify, approve, endorse, and guarantee the endorsement of any payee or endorser on any checks or drafts whether drawn by this corporation or anyone else and to guarantee the payment thereof, and delegate to others authority to so identify, approve, and endorse, and guarantee the endorsement of any payee or endorser on any such checks or drafts and to guarantee the payment thereof.

AND BE IT FURTHER RESOLVED, that the Bank as a designated depository of this corporation be and it is hereby requested, authorized and directed to honor checks, drafts or other orders for the payment drawn in this corporation's name, including those drawn to the individual order of any person or persons whose name or names appear thereon as signer or signers thereof, when bearing or purporting to bear the **facsimile** signature(s) of any \_\_\_\_\_ of the following:

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and the Bank shall be entitled to honor and to charge this corporation for all such checks, drafts or other orders, regardless of by whom or by what means the facsimile signature or signatures thereon may have been affixed thereto, if such facsimile signature or signatures resemble the facsimile specimens duly certified to or filed with the Bank by the Secretary or other officer of this corporation.

AND BE IT FURTHER RESOLVED, that this corporation agrees to examine statements of account and both sides of accompanying items and to notify Bank of any unauthorized or missing signature or alteration of any item, or any error in the statement, within thirty days from the date it is available for examination or the date it is mailed and agrees to

notify the Bank of any unauthorized or missing or forged endorsement within six months from the date it is available for examination or the date it is mailed; failure to so notify the Bank as provided above shall preclude this corporation from asserting against the Bank any such unauthorized or missing signature or endorsement, alteration, error, or forgery.

AND BE IT FURTHER RESOLVED, that each of the aforementioned officers, or persons authorized to act for this corporation in any case aforesaid, shall be and hereby is further authorized, without the concurrence of any other officer or person:

To waive presentment, demand, protest, and notice of dishonor or protest and to give instructions in regard to the handling or delivery of any negotiable or non-negotiable papers or documents involved in any transactions for or on behalf of this corporation, and

To sign reconcilements and certify to the correctness of statements of account and approve and authorize adjustments therein, and

To act for this corporation in the transaction of all other business for its account and to sign orders and issue instructions to the Bank in connection therewith.

AND BE IT FURTHER RESOLVED, that the Secretary or any other officer of this corporation be and hereby is authorized to certify to said Bank a copy of these resolutions and the names and signatures of this corporation's officers or employees hereby authorized to act in the premises, and said Bank is hereby authorized to rely upon such certificate until formally advised by a like certificate of any change therein, and is authorized to rely on any such additional certificates provided that any additional certificates shall not be effective with respect to any check or other instrument for the payment of money dated on or prior to the date of such additional certificate but presented for payment after receipt thereof by the Bank.

ANY PROVISION HEREOF which may be declared unenforceable under any law shall not affect the validity of any other provision hereof.

This agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

I FURTHER CERTIFY that the following persons have been appointed or elected, have qualified and are now acting as officers or employees of said corporation in the capacity set before their respective names:

President	_____	Asst. Sec.	_____
Vice President	_____	Secretary	_____
Secretary	_____	Treasurer	_____

IN WITNESS WHEREOF, I have subscribed my name as \_\_\_\_\_ and have caused the corporate seal of said corporation to be hereunto affixed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

Affix Corporate Seal Below:

By: \_\_\_\_\_

