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October 14, 2014

CHILDERS, MICHAEL F., TREASURER
DEMOCRATIC PARTY OF WISCONSIN
15 N. PINCKNEY SUITE 200
MADISON, WI 53703

Response Due Date
11/18/2014

IDENTIFICATION NUMBER: C00019331

14031340976

REFERENCE: AMENDED JULY MONTHLY REPORT (06/01/2014 - 06/30/2014),
RECEIVED 09/09/2014

Dear Treasurer:

This letter is prompted by the Commission's preliminary review of the report referenced above. This notice requests information essential to full public disclosure of your federal election campaign finances. **Failure to adequately respond by the response date noted above could result in an audit or enforcement action.** Additional information is needed for the following 1 item(s):

- Your report discloses a loan from a lending institution; however, you have not submitted an electronic Schedule C-1, a Schedule C-1 that has been certified by an official from the lending institution, or a copy of the loan agreement. Any political committee that receives a loan or line of credit from a lending institution must file Schedule C-1 along with a copy of the loan agreement with the first report in which the loan is incurred as well as each time a loan or line of credit is restructured to change the terms of repayment or each time a draw is made on the line of credit.

  If the committee is an electronic filer, you must submit the Schedule C-1 electronically without the original signature from the lending institution. In addition, you must mail a copy of the loan agreement and a separate copy of the Schedule C-1 that contains the original signature from the lending institution.

  Please amend your report to include the missing Schedule C-1 and loan agreement. (11 CFR §104.3(d)(1) and (2))

Please note, you will not receive an additional notice from the Commission on this matter. Adequate responses must be received by the Commission on or before the due date noted above to be taken into consideration in determining whether audit action will be initiated. Failure to comply with the provisions of the Act may also result in an

NOTE

xam 324081

Small Business Banking

Lending application

[redacted]

ORIGINAL

Credit request

☒ Line of credit ☐ SBA line of credit

Amount requested: $ 100,000.00

Primary purpose of line of credit: increase to existing line cash flow - upcoming election season

☐ Term loan ☐ SBA term loan

Amount requested: $

Term of loan:

Primary purpose of loan:

If loan proceeds are to be deposited to your BMO Harris Bank℠ checking account, please provide the checking account number: N/A

Business information

Legal name of business: Democratic Party of Wisconsin

Description of business: Non-Profit Political

Tax Identification Number (TIN): 39-0793016

Address: 15 N. Pinckney, Suite 200

Phone: 608-260-2423

Date business established: 1949

Years under current ownership: NA

Number of employees: 18 to 200

City: Madison

State: WI

Zip: 53703

Business bank name: BMO Harris

Checking balance: $ 166,444

Email address*: amanda@wisdems.org

Gross annual sales: $ 7,106,087

Business net income before taxes (last year): $ 90,148

*By including your email address you agree to receive occasional emails from BMO Harris Bank with special offers, deals, and promotions or surveys from the BMO Harris Family of Companies

[redacted]

Type of business entity:

☐ Sole proprietor ☐ Corporation ☐ Limited liability partnership

☐ General partnership ☐ Limited liability company ☒ Non-profit

☐ S corporation ☐ Limited partnership ☐ Other

Business debt (include all term loans, credit lines, commercial mortgages, credit cards used for business, etc. Use attachments if necessary):

Bank/Creditor	Type of loan	Current balance	Amount of line or original loan balance	Monthly payment	Type of collateral	Do you plan to pay off this debt with proceeds from this application?
BMO Harris	☐ Term ☒ Line	$ 0	$ 50,000	$		☒ Yes ☐ No
	☐ Term ☐ Line	$	$	$		☐ Yes ☐ No

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[redacted]

Personal information

Please provide the following information on all guarantors. Information must be provided on all owners who own 20% or more of the business.

Guarantor Non Profit - N/A

First name: Jacob | M.I.: | Last name: Hajdu

Social Security number: [redacted] | Date of birth: [redacted] | % Ownership: 0

Address: 5316 Healy Ln

City: Monona | State: WI | Zip: 53716

Home phone: 608-255-5172 | Cell phone:

Monthly mortgage (PITI)/rent: | Total other monthly payments:

Bank name:

Annual salary from business for last year: $

Other household income: $ | Source*:

Other household income: $ | Source*:

Other household income: $ | Source*:

Total income: $

* Please describe source of other income. Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered.

Personal financial statement

1. Cash & equivalents: $
2. Investable assets: $
3. Retirement accounts: $
4. Residential real estate: $
5. Other assets: $
6. Total assets (add lines 1, 2, 3, 4 and 5): $
7. Credit cards: $
8. Mortgages: $
9. Other liabilities: $
10. Total liabilities (add lines 7, 8 and 9): $
11. Net worth (subtract line 10 from 6): $

Guarantor Non Profit - N/A

First name: Michael | M.I.: | Last name: Tate

Social Security number: [redacted] | Date of birth: [redacted] | % Ownership: 0

Address: 5809 N. Santa Monica

City: Whitefish Bay | State: WI | Zip: 53217

Home phone: 608-255-5172 | Cell phone:

Monthly mortgage (PITI)/rent: | Total other monthly payments:

Bank name:

Annual salary from business for last year: $

Other household income: $ | Source*:

Other household income: $ | Source*:

Other household income: $ | Source*:

Total income: $

* Please describe source of other income. Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered.

Personal financial statement

1. Cash & equivalents: $
2. Investable assets: $
3. Retirement accounts: $
4. Residential real estate: $
5. Other assets: $
6. Total assets (add lines 1, 2, 3, 4 and 5): $
7. Credit cards: $
8. Mortgages: $
9. Other liabilities: $
10. Total liabilities (add lines 7, 8 and 9): $
11. Net worth (subtract line 10 from 6): $

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Collateral information

Collateral securing the line of credit or term loan

Please describe the collateral in which you will grant BMO Harris Bank a security interest.

Note: Upon approval of your application by BMO Harris and notice to you of such approval, the security interest in all of the collateral will attach and become effective without the requirement of any further action or documentation.

☒ All business assets (includes accounts receivable, inventory assets and equipment assets) including but not limited to: Cash accounts = $179,792 11/14/13

Gross accounts receivable	Date	Receivables 90 days or more	Date	Net receivables	Date	Net equipment assets	Date
$		$		$ 0.00		$ 0.00	

Raw materials	Date	Work in process	Date	Finished goods	Date	Inventory assets	Date
$		$		$ 0.00		$ 0.00	

☐ Vehicle (please provide copy of invoice)

Year	Make	Model	Purchase price	Title holder's name	
	N/A		$		☐ New ☐ Used ☐ Purchase ☐ Refinance

☐ Equipment (please provide copy of invoice)

Year	Make	Model	Purchase price	
	N/A		$	☐ New ☐ Used ☐ Purchase ☐ Refinance
			$	☐ New ☐ Used ☐ Purchase ☐ Refinance

☐ Real estate (please see Collateral Requirements section on page 4):

☐ Primary residence
☐ Commercial property

Do you have a mortgage on the property? ☐ Yes ☐ No — If yes, name of mortgage holder(s)

Purchase date	Purchase price	Outstanding balance	Monthly payment	Principal & interest	Taxes & insurance	Association fees	Est. current value
	$ N/A	$	$	$	$	$	$

Address	City	State	Zip

Real Estate PIN	In whose name is title held?	Your relationship to title holder

☐ BMO Harris certificates of deposit and savings account (a security interest will be taken in all BMO Harris deposit accounts)

Name of registered owner	Value	Date	BMO Harris account number
N/A	$		

☐ BMO Harris marketable securities (A security interest will be taken in all BMO Harris security accounts. Option only applicable for marketable securities held at BMO Harris. Retirement accounts are not eligible.)

Name of security	Value	Date	Name of registered owner	Investment account number
N/A	$			

Loan/Line of credit repayment information

Requested monthly payment due date: 15TH (Term loans: choose date between 1st and 28th of month; lines of credit must be paid on the 15th)

Automatic payments ☒ Yes ☐ No*

If yes, please provide the information below

Depository bank name	Account number	Routing number (please provide a voided check or deposit slip)
BMO Harris Bank		071025661

*Interest rates on loans without automatic payment may be priced at a higher rate.

By signing, the Business authorizes the Bank to deduct or withdraw funds from the Deposit Account with the Bank named above to satisfy amounts owing under this Credit Agreement.

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Financial information requirements

- **A completed signed application for all Applicants/Guarantors**
  All businesses must provide copies of articles of incorporation with by-laws and amendments/general or limited partnership agreement/limited liability company articles of organization and operating agreement and amendments.

- **New business enterprises (defined as businesses established < 2 years) must provide financial projections for 2 years and a business plan**

- **Loans and lines of credit request with total borrower commitment up to $35,000**
  Please submit:

Interest expense (last year)	Depreciation expense (last year)

- **Loans and lines of credit request with total borrower commitment between $35,001 and $100,000**
  Please submit:
  - ☐ Business tax returns for the past two years
  - ☐ Personal tax returns for the past two years for each owner with 20% or more ownership

- **Loans and lines of credit request with total borrower commitment over $100,000**
  Please submit:
  - ☐ Business tax returns for the past two years
  - ☐ Personal tax returns for the past two years for each owner with 20% or more ownership
  - ☐ Current interim business financial statements (if more than 90 days have elapsed since your fiscal year end)
  - ☐ Accounts receivable aging

- **Additional forms required for SBA loans and SBA lines of credit**
  Please submit:
  - ☐ Borrower's certification—SBA Form 1919
  - ☐ Compensation agreement—SBA Form 159
  - ☐ Request for IRS tax transcripts—SBA Form 4506-T

Collateral requirements

- ☐ For first mortgages: copy of purchase contract/legal description/Real Estate PIN. If refinance include copy of most recent mortgage statement
- ☐ For second mortgages: copy of promissory note for first mortgage/most recent mortgage history statement/legal description/Real Estate PIN and copy of owner's title policy
- ☐ Copies of insurance policies for all assets being pledged as collateral for a loan (business assets, real estate, etc.)
- ☐ Equipment/Vehicle collateral description. Copy of equipment/vehicle invoice or purchase agreement
- ☐ Copy of most recent investment statement for a loan secured by marketable securities

Additional documents may be requested

Important information for customers
Please note: If approved, this signed Application, together with the attached credit agreement and the terms and conditions that will be provided to you with notification of approval, serves as the complete loan agreement between the business and the bank as long as (a) your loan or line of credit is unsecured or secured solely by assets other than real estate or marketable securities and (b) no third party is providing collateral to secure the loan.

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Insurance coverage agreement

To be completed if real estate, vehicles, equipment or business assets are to be used as collateral for this loan application. Please select all that apply.

Customer hereby acknowledges that insurance is required on the following collateral (in the amount set forth in the terms and conditions) in connection with customer's loan with BMO Harris Bank:

☒ All business assets

☐ Vehicles or equipment

Year	Make	Model	Purchase price
			$
Year	Make	Model	Purchase price
			$

☐ Real estate

Owner of record	Property address

Insurance company: Neckerman Insurance Services
Agent's name: Nathan Huset
Address: 12200 Mineral Point Rd
Phone: 608-238-2686

Customer authorizes BMO Harris to provide any information regarding customer, the collateral or the credit agreement that BMO Harris deems necessary or appropriate to any third party, including any insurance agent or carrier, for the purpose of obtaining or verifying coverage on the collateral.

Customer authorizes and directs its insurance agent or carrier to respond to any inquiries that such insurance carrier or agent may receive from BMO Harris with respect to the customer and any (past or present) insurance policies of customer.

Business name: Democratic Party of Wisconsin
Print first name: Jacob
M.I.:
Last name: Hajdu
Title: Executive Director
Date: 11/7/2013
Applicant's signature: x

For Florida residents only: Anti-coercion statement

The following statement is required under Rule 69B-124.002, Florida Administrative Code, of the rules and regulations promulgated by the Chief Financial Officer of Florida relative to anti-coercion:

> The insurance laws of this state provide that the lender may not require the borrower to take insurance through any particular insurance agent or company to protect the mortgaged property.
>
> The borrower, subject to the rules adopted by the Chief Financial Officer, has the right to have the insurance placed with an insurance agent or company of its choice, provided the company meets the requirements of the lender. The lender has the right to designate reasonable financial requirements as to the company and the adequacy of the coverage.

I have read the foregoing statement, or the rules of the Chief Financial Officer relative thereto, and understand my rights and privileges and those of the lender relative to the placing of such insurance.

I have selected the _____ Insurance Agency, or _____ Insurance Company to write the hazard insurance covering property located at _____

Applicant's signature: _____ Date: _____

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Agreements of borrower

"You" and "your" refer to the authorized person(s) signing this application on behalf of the business. "Business" refers to the business entity applying for a BMO Harris Loan and/or Line of Credit. "BMO Harris" and "Bank" refer to BMO Harris Bank N.A. or its affiliated bank that reviews the application and offers a loan and/or line of credit to a qualified business. "Account" refers to the loan and/or line of credit approved by BMO Harris. On behalf of your business and its owners/officers/partners, you represent and warrant that by signing this application (1) you are an authorized representative of the business with authority to enter into contracts on behalf of the business; (2) you are authorized to enter into a credit agreement with BMO Harris and to borrow money as described in the credit agreement; and (3) if approved, each loan will be for a business or commercial purpose only. You certify that the information provided on the application is accurate and complete and BMO Harris may consider this information as accurate and complete until you provide BMO Harris with a written notice of change. You authorize BMO Harris to verify the information in the application and obtain other information from credit reporting agencies and other third parties including information about you, personally, and the business that BMO Harris deems appropriate in considering this application and subsequently in the course of review or collection of any credit extended. You agree that any such information obtained by BMO Harris will remain the property of BMO Harris whether or not credit is extended. The credit agreement attached to this application does not apply if your account will be secured in whole or in part by real estate and/or marketable securities. If your account is approved by BMO Harris and your account will be secured in whole or in part by real estate and/or marketable securities, you will need to execute separate loan documents that govern your account. The credit agreement attached to this application applies if your account will be unsecured or secured solely by assets other than real estate or marketable securities. If your account is approved by BMO Harris and your account is unsecured or secured solely by assets other than real estate or marketable securities, you will receive terms and conditions that govern your account with your approval. You have received and read the attached credit agreement. You agree to be liable for and pay all amounts due under the credit agreement in accordance with the credit agreement and the terms and conditions (which will be provided to you) that apply to your account. The credit agreement is not binding until your application is approved by BMO Harris and you receive the terms and conditions that apply to your account, and thereafter the credit agreement will be binding upon you in all respects without the requirement of any further documentation or action. You agree that the application may be considered by BMO Harris for other BMO Harris business credit products at BMO Harris' discretion. If you qualify, you will be notified and the credit agreement and the terms and conditions for that credit product will be provided to you.

Please provide signatures for fields marked with an X (if applicable).

Borrowers' signatures required

Title: Executive Director	Title: Party Chair
Print first name: Jacob M.I.: Last name: Hadley Date: 11/7/2013	Print first name: Michael M.I.: Last name: Tate Date: 11/7/2013
Applicant's signature: X	Co-applicant's signature: X

For sole proprietors that are Wisconsin married residents only: Each applicant who signs below represents that this obligation is incurred in the interest of his or her marriage or family.

Applicant's signature: X	Co-applicant's signature: X

Bert Knight, Officer - BMO Harris Bank

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Personal Guaranty

A Personal Guaranty must be signed by each owner.

The undersigned Guarantor(s) agrees to personally guaranty to BMO Harris the payment and performance of all obligations of the business to BMO Harris entered into pursuant to this application. I/We as Guarantor(s) of the business authorize BMO Harris to make whatever credit inquiries or verification of information that it deems necessary in connection with this application in the course of review or collection of any extension of credit. The undersigned acknowledges and agrees that, if the business is approved for an account that is unsecured or secured solely by assets other than real estate or marketable securities, the attached BMO Harris Loan and/or Line of Credit Agreement applies to the guarantor's obligation. Each Guarantor has read and received a copy of the BMO Harris Loan and/or Line of Credit Agreement and agrees to all of the above terms. Each Guarantor further acknowledges that such Guarantor has read the "Guaranty" section of the BMO Harris Bank Loan and/or Line of Credit Agreement and is bound by all the terms thereof.

The undersigned acknowledges and agrees that, if the business is approved for an account secured in whole or in part by real estate and/or marketable securities, the attached BMO Harris Loan and/or Line of Credit Agreement and Personal Guaranty will not apply and the Guarantor will receive and execute a separate Agreement and Guaranty.

Guarantors' signatures required

Print first name | M.I. | Last name | Date

Guarantor's signature
x

Print first name | M.I. | Last name | Date

Guarantor's signature
x

For Arizona married residents only: If each spouse is signing with the intent to bind fully both the community property and said spouse's separate property, use the general Guarantor signature block set forth above. If one spouse is signing to bind the community property, but not the separate property of that spouse, use the following Guarantor signature block.

Guarantor's signature
x

Guarantor's signature
x
The above Guarantor is signing for the sole purpose of binding the marital community property and not with respect to his/her separate assets.

For Wisconsin married residents only: Each Guarantor who signs below represents that this obligation is incurred in the interest of his or her marriage or family.

Guarantor's signature
x

Guarantor's signature
x

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.

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BMO Harris Small Business Loan and/or Line of Credit Agreement

The Business referred to in the Application has applied for a Business Credit Loan and/or Line of Credit Account with BMO Harris Bank N.A., Chicago, IL, or one of its affiliated banks ("Bank"). If approved for an unsecured Business Credit Loan or Line of Credit Account (as defined below) or a Business Credit Loan or Line of Credit Account secured solely by assets other than real estate or marketable securities (which approval may be given or denied in the Bank's sole discretion), the Bank will provide the Business with notification of its approval and other terms and conditions that apply to the Business Credit Loan or Line of Credit Account, as the case may be. This Credit Agreement does not apply to Business Credit Loans or Line of Credit Accounts secured in whole or in part by real estate or marketable securities.

Section 1. Definitions
The following definitions apply to this Credit Agreement: "Application" means the BMO Harris Small Business Lending Application to which this Agreement is attached. "Bank" means BMO Harris Bank N.A., or one of its affiliated banks that extends credit under this Credit Agreement. "Business Credit Loan" means the closed-end loan provided to the Customer under this Credit Agreement. "Business Day" means any day other than a Saturday or Sunday or day on which the Bank is authorized or required to be closed in Chicago, Illinois. "Credit Agreement" means this BMO Harris Small Business Loan and/or Line of Credit Agreement and the Terms and Conditions document provided to the Customer by the Bank with its notification of approval that applies to the Business Credit Loan or Line of Credit Account. "Customer" means the business entity named in the Application who is responsible for this Credit Agreement. "Customer Account" means the Customer's account designated in the Terms and Conditions as the account to be debited by the Bank for payments due under this Credit Agreement. "Deposit Account" means the Customer's deposit account at the Bank designated by the Customer as the deposit account to be credited with Loan proceeds under this Credit Agreement. "Guarantor" means the person (or persons) who sign(s) the Personal Guaranty set forth in the Application and this Credit Agreement. "Line of Credit Account" means the revolving Line of Credit Account provided to the Customer under this Credit Agreement. "Loan" and "Loans" mean the closed-end Business Credit Loan or advances from the Line of Credit Account made by the Bank under this Credit Agreement. "Terms and Conditions" means the written document provided to the Customer with notification of approval of the Application that includes the amount of the loan, interest rate, repayment terms, and other terms that shall govern extensions of credit to the Customer under the Business Credit Loan or Line of Credit Account, as the case may be.

Section 2. Using the loan and/or line of credit account
Submitting an Application that is approved by the Bank and use of the Business Credit Loan or Line of Credit Account shall constitute an agreement between the Customer and the Bank as described in this Credit Agreement. The Customer agrees to pay the Bank for all credit extended by the Bank in connection with this Credit Agreement, together with all applicable interest, fees and charges as set forth in this Credit Agreement.

Section 3. Obtaining a loan
(a) For a Business Credit Loan, the Customer may obtain a Loan by (i) requesting a check for the Loan proceeds from the Bank, or (ii) requesting that the Bank deposit the Loan proceeds in the Customer's Deposit Account. (b) For a Line of Credit Account, the Customer may obtain a Loan by (i) requesting a check for the Loan proceeds from the Bank, (ii) requesting that the Bank deposit the Loan proceeds in the Customer's Deposit Account, or (iii) requesting that the Bank send a wire transfer of the Loan proceeds. The Bank reserves the right to modify the methods offered for obtaining Loans from time to time. The amount of each Loan requested shall be at least the minimum amount disclosed in the Terms and Conditions, and the Bank shall have the right to refuse to honor any Loan requested by the Customer that is less than that minimum amount, even if the Bank has previously honored a Loan request for less than the minimum amount. The Customer will not attempt to obtain Loans which, when taken together with Loans then outstanding, would exceed the maximum credit disclosed in the Terms and Conditions as may be changed by the Bank from time to time as described in Section 27. If the Bank elects to make any Loan that exceeds the maximum credit, the amount of such Loan shall nonetheless be subject to the Terms and Conditions of this Credit Agreement and the Customer will immediately and without demand pay such excess and an Overlimit Fee to the Bank as described in Section 8.4.

Section 4. Business purpose
The Customer agrees that Loans provided by the Bank under this Credit Agreement are solely for business or commercial purposes and not for personal, family or household purposes.

Section 5. Type of loan
Each Loan is either (i) an advance on a Line of Credit Account; or (ii) a Business Credit Loan, as disclosed in the Terms and Conditions provided to the Customer. The Customer must repay principal and interest, fees and charges, subject to the terms of this Credit Agreement.

Section 5.1. Line of Credit Account. If the Loan is an advance on a Line of Credit Account, and the principal is repaid, the Customer may reborrow, subject to the terms of this Credit Agreement. The Customer agrees not to take an advance or Loan from the Line of Credit to pay the Bank for any amounts due under this Credit Agreement. (a) The Bank has the right (i) to cancel this Credit Agreement as it relates to future Loans at any time without notice and (ii) to demand payment upon ninety (90) days advance notice to the Customer in accordance with Section 12. The Customer agrees to cease using the Line of Credit Account upon any such notice of demand. The Bank retains all rights under this Credit Agreement and cancellation of the Line of Credit Account does not affect (i) the terms of this Credit Agreement that remain in effect until the Loans are paid in full, or (ii) the Customer's liability for payment of amounts owed on the Line of Credit Account according to the terms of this Credit Agreement. The Customer agrees that the Bank may demand payment upon 90 days notice to the Customer at any time prior to payment in full and for any reason (including but not limited to reasons unrelated to the Customer's ability to pay the Loan) or no reason. (b) Regardless of whether a notice of demand is provided, monthly payments of at least the periodic payment provided

Continued on next page

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in Section 9.1 and the Terms and Conditions shall be made. (c) Regardless of whether a notice of demand is provided, (i) the amounts owed on the Line of Credit Account shall, at the Bank's option, become immediately due and payable upon the occurrence of an Event of Default contained in Section 18 (other than an Event of Default contained in clause (f) or (g) of such Section), and (ii) the amounts owed on the Line of Credit Account shall become immediately due and payable, without demand or notice by or any action taken by the Bank, upon the occurrence of an Event of Default contained in clause (f) or (g) of Section 18. (d) The Customer may terminate this Line of Credit Account and this Credit Agreement at any time by notifying the Bank at least five (5) Business Days prior to termination and paying all sums due under this Credit Agreement (including, without limitation, any Early Cancellation Fee payable pursuant to Section 8.5).

Section 5.2. Business Credit Loan. If the Loan is a Business Credit Loan, principal repaid may not be reborrowed. (a) The Bank has the right to demand payment upon ninety (90) days advance notice to the Customer in accordance with Section 12. The Customer agrees that the Bank may demand payment upon 90 days notice to the Customer at any time prior to payment in full (including but not limited to any time after the monthly payments provided for in Section 5.2(b) have begun) and for any reason (including but not limited to reasons unrelated to Customer's ability to pay the Loan) or no reason. (b) Regardless of whether a demand is made under Section 5.2(a), monthly payments of at least the minimum amount provided in Section 9.1 and the Terms and Conditions shall be made. (c) Regardless of whether a demand is made under Section 5.2(a) or periodic payments have begun under Section 5.2(b), (i) the Loan shall, at the Bank's option, become immediately due and payable upon the occurrence of an Event of Default contained in Section 18 (other than an Event of Default contained in clause (f) or (g) of such Section), and (ii) the Loan shall become immediately due and payable, without any demand or notice by or any action taken by the Bank, upon the occurrence of any Event of Default contained in clause (f) or (g) of Section 18. (d) The Business Credit Loan has a maturity date as disclosed in the Terms and Conditions. If no demand is made and no Event of Default has occurred prior to the maturity date, the Business Credit Loan is due and payable on the maturity date.

Section 6. Interest rate

Interest on Loans made under the Line of Credit Account will be a variable rate, as disclosed in the Terms and Conditions. Interest on Business Credit Loans will either be (i) a variable rate or (ii) a fixed rate, as disclosed in the Terms and Conditions. Loans will continue to accrue interest as provided in this Credit Agreement until paid in full.

Section 6.1. Variable Rate. If interest is variable, the interest rate will be based on the Prime Rate in the "Money Rates" section of *The Wall Street Journal*, if such rate is available, or, if such rate is not available, the rate of interest announced or otherwise established by the Bank from time to time as its prime commercial rate as in effect on such day (the "Prime Rate"), plus a margin disclosed in the Terms and Conditions ("Interest Rate"). If more than one Prime Rate is published, the Bank will use the lowest rate. The variable rate interest calculation has a floor. The variable annual percentage Interest Rate will never be less than 3.00%. Interest at the variable rate is determined for each monthly billing period by applying a daily periodic rate to each day's ending Loan balance ("Daily Loan Balance"). The daily periodic rate is 1/360th of the Interest Rate (rounded five decimal places) (the "daily periodic rate"). This method of calculating the interest rate may result in an effective interest rate that is higher than the rate specified in the Terms and Conditions. The daily periodic rate may vary daily based on changes in the Prime Rate. Any change in the Interest Rate will be effective on the date of the change in the Prime Rate. The Daily Loan Balance will be computed by taking the principal balance of Loans at the beginning of each day, adding any Loans posted to the account as of that day, and subtracting any principal payments posted to the account as of that day. The Daily Loan Balance excludes interest, fees and charges. Interest begins to accrue on the date a Loan is posted to the account.

Section 6.2. Fixed Rate. For Business Credit Loans, if interest is a fixed rate, the annual fixed interest rate will be disclosed in the Terms and Conditions. Interest shall be computed by applying the ratio of the annual interest rate over a year of 360 days multiplied by the outstanding principal balance multiplied by the actual number of days the principal balance is outstanding. This method of calculating the interest rate may result in an effective interest rate that is higher than the rate specified in the Terms and Conditions.

Notwithstanding the foregoing, the interest rate payable under this Credit Agreement shall never exceed the highest rate that the Customer may contract to pay under applicable law.

Section 7. Default interest

The principal balance of Loans that remains unpaid after an Event of Default will bear interest until paid in full at a rate of 5% per annum above the interest rate otherwise applicable to the Loans (determined as described in Section 6 above). Notwithstanding the foregoing, the interest rate payable under this Credit Agreement shall never exceed the highest rate that the Customer may contract to pay under applicable law.

Section 8. Other fees

The Customer agrees to pay the following fees except as otherwise provided in the Terms and Conditions. The amount of each Fee is disclosed in the Terms and Conditions.

Section 8.1. Annual Fee. For a Line of Credit Account, a nonrefundable annual line of credit account fee shall be charged on each annual Line of Credit Account anniversary date. The annual fee is waived for the first year. The annual fee is not refundable if the Line of Credit Account is cancelled or terminated for any reason.

Section 8.2. Late Payment Fee. Each time the Customer fails to make a periodic payment within ten (10) days after the payment due date, the Customer shall be charged a late payment fee.

Section 8.3. Returned Payment Fee. If the Customer makes a payment that is returned unpaid for any reason, the Customer shall be charged a returned payment fee. At its option, the Bank may assess this fee the first time the payment is not honored, even if it is paid upon resubmission.

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Section 8.4. Overlimit Fee. For a Line of Credit Account, an overlimit fee shall be charged each time the Bank makes a Loan requested by the Customer that, when taken together with Loans already outstanding, exceeds the maximum credit limit currently in effect.

Section 8.5. Early Cancellation Fee. For a Line of Credit Account, an Early Cancellation Fee shall be charged if the Customer cancels or terminates the Line of Credit prior to the first anniversary date of the Line of Credit Account.

Section 8.6. Closing Fee. A nonrefundable Closing Fee shall be charged to establish the Business Credit Loan/Line of Credit Account. The Closing Fee is not refundable if the Loan/Line of Credit Account is cancelled or terminated for any reason or paid in full.

Section 8.7 Prepayment fee. For a Business Credit Loan, a prepayment fee shall be charged if the Business Credit Loan is prepaid in full prior to the third anniversary date of the Credit Agreement.

Section 9. Payments
Absent an Event of Default, the Customer must pay all amounts owing under his Credit Agreement within ninety (90) days following demand or, if no demand is made, the Customer is required to make periodic payments on the same day each month, as disclosed in the Terms and Conditions. Upon the occurrence of any Event of Default, the Customer must pay all amounts owing under this Credit Agreement as provided in Section 19. For Line of Credit Accounts, the Customer must pay immediately any advance the Bank paid on the Customer's behalf which, when taken together with Loans outstanding, exceeds the maximum credit available under the Line of Credit Account. The Customer authorizes the Bank to deduct or withdraw funds from the Customer Account to satisfy amounts owing under this Credit Agreement.

Section 9.1. Periodic Payments. The periodic payment will equal (i) interest, as computed under Section 6; (ii) fees and charges, if any; (iii) past due amounts, if any; and (iv) for Business Credit Loans, a portion of the principal, as disclosed in the Terms and Conditions. The Customer must make at least the periodic payment by the payment due date as disclosed in the Terms and Conditions and as shown on the billing statement.

Section 9.2. Payments Made. Payments are due at the Bank's principal office in Chicago, Illinois, paid to the order of the Bank, and may be made by (i) debit to the Customer Account; or (ii) check, as disclosed in the Terms and Conditions.

Section 9.3. Prepayment. The Customer may pay the entire balance of the Loans at any time; provided, however, if a Business Credit Loan is paid in full prior to the third anniversary date a prepayment penalty will be assessed as described in section 8.7.

Section 9.4. Disputed Payments. The Customer agrees not to send payments marked "paid in full," "without recourse," or similar language. If the Customer sends such a payment, the Bank may accept it without losing any of the Bank's rights under this Credit Agreement and the Customer will remain obligated to pay all amounts owed to the Bank. All written communication concerning disputed amounts, including any check that indicates that the payment constitutes "payment in full" of the amount owed as full satisfaction of the disputed amount, shall be mailed or delivered to BMO Harris Bank Loan Servicing Team, 1200 Warrenville Road, 2nd Floor, Naperville, IL 60563, or such other address as may be designated by the Bank from time to time. If the Customer pays more than the minimum payment, the Customer is still required to make future minimum payments.

Section 10. Crediting payments
Payments received by the Bank shall be applied first to accrued interest, then to principal and then to other fees and charges, provided that during the existence of any Event of Default all payments received may be applied in such order and manner as the Bank shall determine. If any payment from the Customer becomes due on a day other than a Business Day, such payment shall be made on the next Business Day and any such extension shall be included in computing interest under this Credit Agreement.

Section 11. Periodic statements
The Bank will furnish the Customer with a statement for each monthly billing period that has any transaction or balance greater than one dollar ($1). The statement contains important information and should be carefully read and reviewed each time a statement is received. Unless the Customer notifies the Bank within sixty (60) days of receipt of a statement, the statement will be conclusively deemed to be correct.

Section 12. Payment demand
Any demand for payment shall be made in writing and shall be deemed made (a) on the date the demand is sent, if properly sent by U.S. Mail to the Customer at the address in the Bank's records; or (b) on the date of actual receipt of written demand by the Customer if sent by any other method.

Section 13. Customer financial statements and other obligations
The Customer agrees to furnish such information regarding the business, assets, and financial condition of the Customer as the Bank may reasonably request from time to time. The Customer shall furnish such information as soon as possible, but in any event within thirty (30) days after request. The Customer agrees to notify the Bank promptly, in writing, if the Customer's (i) financial condition materially changes; (ii) principals change; (iii) legal name changes; or (iv) address changes. The Customer shall not change its jurisdiction of incorporation or formation without the Bank's prior written consent. The Customer agrees that the Bank in its discretion may obtain a credit bureau report on the Customer and any Guarantor in order to evaluate the Customer's eligibility for a Line of Credit Account or a Business Credit Loan. The Customer also agrees that the Bank may exchange information about the Customer and the Guarantor and their obligations under this Credit Agreement with Customer references, other businesses (including affiliates of the Bank), or any Guarantor, and credit reporting agencies and may confirm any information provided by the Customer or any Guarantor from any source it deems necessary or appropriate.

Section 14. Representation and warranties
In consideration of establishing and maintaining this Credit Agreement, the Customer hereby represents and warrants to the Bank that: (a) the Customer is a business entity (a corporation, general partnership, sole

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proprietorship, limited liability company, limited liability partnership, or S corporation, as indicated on the Application), duly organized, validly existing, and in good standing under the laws of its state of its organization; (b) the execution, delivery, and performance by the Customer of this Credit Agreement are within its organizational powers, have been duly authorized by all necessary organizational action, and do not contravene the Customer's organizational governing documents or any law or contractual restriction binding on or affecting the Customer; (c) no authorization or approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required for the Customer's due execution, delivery, and performance of this Credit Agreement; (d) this Credit Agreement is, when the Application is signed and the Customer uses the Business Credit Loan or Line of Credit Account, the Customer's legal, valid, and binding obligation enforceable against the Customer in accordance with its terms; (e) the Customer is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U issued by the Board of Governors of the Federal Reserve System), and no proceeds of the loan will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock; (f) the Application and, if furnished to the Bank, the Customer's most recent balance sheet and the related statements of income and retained earnings, fairly present the Customer's financial condition as of such date and result of the operations and ownership of all assets listed therein, and since the Application date there has been no material adverse change in the Customer's condition or operations or in the ownership of any assets, and all other information provided to the Bank by the Customer regarding the Customer and its business and affairs is true, complete, and correct in all material respects; and (g) the Customer's taxes are current, the Customer is not in default with any other creditors and there is no pending or threatened action or proceeding affecting the Customer before any court, governmental agency or arbitrator, which may materially adversely affect the Customer's financial condition or operations or which purports to affect the legality, validity or enforceability of this Credit Agreement.

Section 15. Security

(a) To secure the payment of the loans (both for principal and interest) and any and all other liabilities of the Customer to the Bank, whether now existing or hereafter arising and howsoever evidenced or acquired, whether absolute or contingent (including indebtedness of others guaranteed by the Customer) and whether several, joint, or joint and several:

(i) if the box next to "All Business Assets" in the "Collateral Information" section of the Application is checked, the Customer hereby grants a security interest to the Bank in all right, title, and interest of the Customer, whether now owned or existing or hereafter created, acquired, or arising, in and to all of the following: (A) Accounts, (B) Chattel Paper, (C) Instruments, (D) Documents, (E) General Intangibles, (F) Letter of Credit Rights, (G) Supporting Obligations, (H) Deposit Accounts, (I) Investment Property, (J) Inventory, (K) Equipment, and (L) Fixtures;

(ii) if the box next to "Vehicle" in the "Collateral Information" section of the Application is checked, the Customer hereby grants a security interest to the Bank in all right, title, and interest of the Customer, whether now owned or existing or hereafter created, acquired, or arising, in and to the vehicle described in such section of the Application;

(iii) if the box next to "Equipment" in the "Collateral Information" section of the Application is checked, the Customer hereby grants a security interest to the Bank in all right, title, and interest of the Customer, whether now owned or existing or hereafter created, acquired, or arising, in and to the Equipment described in such section of the Application;

(iv) if the box next to "BMO Harris Bank Certificates of Deposit and Savings Account" in the "Collateral Information" section of the Application is checked, the Customer hereby grants a security interest to the Bank in all right, title, and interest of the Customer, whether now owned or existing or hereafter created, acquired, or arising, in and to each Deposit Account maintained by the Customer with the Bank;

in each case, together with (A) all supporting evidence and documents relating to any of the above described property, (B) all accessions and additions to, and substitutions and replacements of, any and all of such property, and (C) any and all proceeds and products of the foregoing (all of the foregoing being herein sometimes referred to as the "Collateral"). All terms that are used in this Section 15 that are defined in the Uniform Commercial Code ("UCC") of the State of Illinois as in effect from time to time shall have the same meanings as such terms are defined in the UCC, unless this Credit Agreement shall otherwise specifically provide.

(b) The Customer authorizes the Bank to file or cause to be filed any statement or other instrument in respect of this Credit Agreement to evidence or perfect the security interest of the Bank in the Collateral, including Uniform Commercial Code financing statements (which may describe the Collateral as "all assets" or "all personal property" or words of like meaning). The Customer agrees to execute and deliver any statement or instrument requested by the Bank, and take such other actions as the Bank may reasonably request, for such purpose and agrees to pay or reimburse the Bank for any searches, filings, recordings, stamp fees or taxes related to the execution, delivery, making, filing or recording of such instrument or statement or of this Credit Agreement. The Customer will, at its expense, protect and defend the Bank's interest in the Collateral against persons claiming against or through the Customer, at all times keeping the property free from any legal process, lien or encumbrance and shall give the Bank immediate written notice of any claim as to the foregoing and will indemnify the Bank from any loss caused thereby. The Customer will, upon the Bank's request, execute or obtain from third parties and deliver to the Bank such further instruments and assurances as the Bank deems necessary or advisable for the confirmation or perfection of the Bank's rights hereunder. The Customer agrees to provide the Bank access to the Customer's office(s) from time to time, upon reasonable advance notice by the Bank, in order for the Bank to conduct audits or inspect any Collateral securing this Agreement. The Bank shall have the right to call for additional security

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satisfactory to the Bank should the value of the collateral decline or be deemed by the Bank inadequate or unsatisfactory.

(c) The Loans (both principal and interest) are also secured by collateral that secures other indebtedness that the Customer may have outstanding from the Bank at the present time or in the future.

Section 16. Insurance requirements

(a) Customer agrees to insure, with good and responsible insurance companies, all Collateral against loss or damage from such hazards and risks, and in such amounts, as are insured by persons similarly situated and operating like properties, but in no event at any time in an amount less than the replacement value of the Collateral. Customer also agrees to maintain commercial general liability insurance with respect to the business of Customer, with good and responsible insurance companies, in such amounts and on such terms as the Bank shall reasonably request, but in any event as and to the extent usually insured by persons similarly situated and conducting similar businesses. Customer will maintain such insurance coverage until the Loan is paid in full.

(b) Customer agrees to provide the Bank at any time upon demand with evidence of the insurance coverage required by this Credit Agreement.

(c) Unless the Customer provides the secured party with evidence of the insurance coverage required by this Credit Agreement, the Bank may purchase insurance at the Customer's expense to protect the Bank's interests in the collateral. This insurance may, but need not, protect the Customer's interests in the collateral. The coverage purchased by the Bank may not pay any claims that the Customer makes or any claim that is made against the Customer in connection with the collateral. The Customer may later cancel any such insurance purchased by the Bank, but only after providing the Bank with evidence that the Customer has obtained insurance as required by this Credit Agreement. If the Bank purchases insurance for the collateral, the Customer will be responsible for the costs of that insurance, including interest and any other charges that the Bank may impose in connection with the placement of the insurance, until the effective date of the cancellation or expiration of the insurance. The costs of the insurance will become additional debt of the Customer under this Credit Agreement. The costs of the insurance may be more than the cost of insurance the Customer may be able to obtain on its own.

(d) Customer authorizes the Bank to provide any information regarding Customer, the Collateral or this Credit Agreement that the Bank deems necessary or appropriate to any third party, including any insurance agent or carrier for the purpose of obtaining insurance coverage on the Collateral.

Section 17. Right of set off

To the extent permitted by applicable law and in addition to all rights of the Bank under any applicable deposit agreements with the Customer, whether or not an Event of Default exists and whether or not the Loan is then due or payable, the Bank and its affiliates shall have a right of set off against all the Customer's accounts with the Bank and its affiliates (whether checking, savings or some other account). This includes all accounts the Customer may open in the future. The Customer authorizes the Bank and its affiliates to charge and set off all amounts owing under this Credit Agreement against all such accounts, and at the Bank's option, to administratively freeze all such accounts to allow the Bank to protect the Bank's set off rights provided in this section. The Customer also agrees that each affiliate of the Bank that holds any Customer's deposit account is irrevocably authorized and directed to honor all instructions and directions from the Bank regarding such account(s) and the balances on deposit therein from time to time without further consent of the Customer and the Customer further agrees on request of the Bank to execute a written agreement with each such depository to confirm the Bank's power and authority regarding such accounts.

Section 18. Events of default

The occurrence of any of the following shall be an "Event of Default":

(a) non-payment when due of any amount payable under this Credit Agreement, or non-payment when due of any other indebtedness or liabilities of the Customer or Guarantor owing to the Bank or any other lender;

(b) failure of the Customer to furnish the Bank with any financial or other information as provided in Section 13;

(c) breach of any term or condition of any agreement that secures or guaranties the Loans or sets forth any terms or conditions relating to the Loans, or any representation made by the Customer or any Guarantor in any such agreement is untrue in any material respect;

(d) closing the Customer Account or Customer's Deposit Account with the Bank;

(e) dissolution, termination, insolvency of the Customer or dissolution, termination, insolvency, or death of any principal of the Customer or of any Guarantor of the Loans;

(f) the institution by or against the Customer or any Guarantor of the Loans of any bankruptcy or similar proceeding for the relief of debtors or the appointment of any receiver for any such party or any of its property;

(g) the making of an assignment for the benefit of creditors by the Customer or any Guarantor of the Loans;

(h) the service of any warrant of attachment, garnishment, or the existence of any tax lien, levy or similar process on or with respect to any property of the Customer or any Guarantor of the Loans;

(i) a change that the Bank in good faith deems material and adverse occurs in the operations, business, property, condition (financial or otherwise), operating results, or prospects of the Customer or any Guarantor of the Loans or in the value of any Collateral; or

(j) failure to maintain insurance or provide evidence thereof as required in Section 16.

Section 19. The Bank's rights upon default

Upon the occurrence of any Event of Default,

(a) if the Event of Default is of a type described in clauses (f) or (g) of Section 18 with respect to Customer, then the entire unpaid balance of the Loans under this Credit Agreement, including interest and other fees and charges, shall become immediately due and payable, without

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any demand or notice by or any action taken by the Bank;

(b) if the Event of Default is of a type other than those described in clause (a) of Section 19, then the entire unpaid balance of the Loans under this Credit Agreement, including interest and other fees and charges, shall, at the Bank's option, become immediately due and payable, without further demand or notice by or any action taken by the Bank;

(c) the obligation of the Bank to extend further credit shall immediately terminate;

(d) if this Credit Agreement and the Loans are secured, the Bank shall have full power and authority to exercise all or any one or more of the rights and remedies of a secured party under the UCC and any other applicable law with respect to any Collateral. Any requirement of the UCC for reasonable notice shall be met if such notice is mailed, postage prepaid, to the Customer at least ten (10) days prior to the time of the event giving rise to the requirement of notice. Notice shall be mailed to the address of the Customer as shown on the records of the Bank for the Loans. The Bank shall have no responsibility for the collection or protection of the Collateral or any part thereof or to exercise (or give notice to the Customer of) any option, privilege or right with respect to the Collateral, all of which are waived by the Customer. Upon the occurrence and during the continuation of any Event of Default, the Customer shall, upon the Bank's demand, promptly assemble the Collateral and make it available to the Bank at a place designated by the Bank. The Bank at its option may transfer or register all or any part of the Collateral into its or its nominee's name without any indication of security interest, without notice and either before or after the maturity of the Loans. The Bank may transfer the Loans and deliver the collateral to the transferee, and the transferee shall become vested with all powers and rights given to the Bank with respect to the Collateral; and

(e) the Bank may exercise any and all other rights and remedies provided for in this Credit Agreement, any separate collateral-related documents or agreements, and applicable law.

Section 20. Waiver
No delay by the Bank in the exercise of any right or remedy shall operate as a waiver thereof, and no single or partial exercise by the Bank of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy. The Customer and any Guarantors waive the rights to presentment, notice of dishonor and protest.

Section 21. Termination
The Customer may terminate the credit facility provided for in this Credit Agreement at any time effective upon receipt by the Bank of at least five (5) Business Days prior written notice and paying the Bank all sums due under this Credit Agreement (including, without limitation, any Prepayment Fee or Cancellation Fee payable by the Customer). No termination under this paragraph shall affect the Bank's rights or the Customer's obligations regarding payment or default under this Credit Agreement. Such termination shall not affect the Customer's obligation to pay all Loans, fees and charges, and the interest accrued through the date of final payment or the Bank's rights with respect to the Collateral. If a Line of Credit Account, the Bank may also elect to honor Loan requests after termination of this Credit Agreement, and the Customer agrees that any such payment by the Bank shall constitute a Loan to the Customer under this Credit Agreement.

Section 22. Notices
The Bank may rely on instructions from the Customer with respect to any matters relating to this Credit Agreement, the Business Credit Loan or the Line of Credit Account, including telephone loan requests that are made by a person whom the Bank believes to be the Customer or its designated representative. All notices and statements to be furnished by the Bank shall be sufficient if delivered to any such person at the billing address for the Customer shown on the records of the Bank. All notices from the Customer shall be sent to the Bank: BMO Harris Bank Loan Servicing Team, 1200 Warrenville Road, 2nd Floor, Naperville, IL 60563, or such other address as may be designated by the Bank from time to time.

Section 23. Consent to Jurisdiction
The Customer submits to the jurisdiction of the Federal and State Courts where the branch office that opened this Credit Agreement is located for purposes of all legal proceedings arising out of or relating to this Credit Agreement. The Customer irrevocably consents to the jurisdiction and venue of such courts and waives any right that it, he or she may have to assert the doctrine of "forum non conveniens" or to object to the jurisdiction or venue of such courts.

Section 24. Jury trial waiver
THE CUSTOMER AND THE BANK WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 25. Governing law
This Credit Agreement will be governed by and construed in accordance with federal law and to the extent not preempted by federal law, by the law of the state of Illinois. If any part of this Credit Agreement is unenforceable, that will not make any other part unenforceable.

Section 26. Attorneys' fees; expenses
The Bank may hire a third party to help collect amounts due under this Credit Agreement, if the Customer does not pay. The Customer will pay the Bank all amounts paid by the Bank to collect amounts due under this Credit Agreement, including, without limitation, subject to any limits under applicable law, the Bank's attorneys' and paralegals' fees, legal expenses, whether or not a lawsuit is instituted and including attorneys' fees and expenses for bankruptcy and post-judgment proceedings and appeals. If not prohibited by applicable law, the Customer will also pay court costs, in addition to all other amounts permitted by law.

Section 27. Entire agreement; amendment
This Credit Agreement, together with the associated Application and Terms and Conditions, constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements.

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whether written or oral, with respect thereto are superseded hereby. No amendment or waiver of any provision of this Credit Agreement, nor consent to any departure by the Customer therefrom, shall in any event be effective unless the same shall be in writing and signed by the Bank. The Bank may amend this Agreement, including the Terms and Conditions by written notice to the Customer without the need to obtain the prior approval of the Customer. Any such amendment to this Agreement shall be effective thirty (30) days after notice of such Amendment is sent to the Customer.

Section 28. Assignment

This Credit Agreement shall be binding upon and inure to the benefit of the parties to this Credit Agreement and their respective legal representatives, successors and assigns. The Bank may assign this Credit Agreement and its rights hereunder to any bank or non-bank subsidiary or affiliate of the Bank or to any other party without the prior consent of the Customer. The Customer may not assign any of its rights or obligations under this Credit Agreement without the Bank's prior written consent.

Section 29. USA Patriot Act

The Bank hereby notifies the Customer that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107 56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify, and record information that identifies the Customer, which information includes the name and address of the Customer and other information that will allow the Bank to identify the Customer in accordance with the Act.

Guaranty

(a) As an inducement to the Bank to enter into this Credit Agreement and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the business principal or other person that signs this Guaranty (each, a "Guarantor") hereby agrees to guarantee the obligations of the Customer, and agrees to pay to the Bank promptly when due, without deduction for any claim of set off or counterclaim of the Customer or any other defense, the full amount of all indebtedness due to the Bank from the Customer, including applicable fees and finance charges, together with all expenses of collection and reasonable attorney and other legal fees incurred by the Bank by reason of the default of the Customer, whether enforcement proceedings are instituted or not, and as incurred in any trial, appellate, bankruptcy, and post-judgment proceedings. This is a guaranty of payment and not of collection, and in case the Customer fails to pay any indebtedness when due, each Guarantor agrees to make such payment or to cause such payment to be made punctually as and when the same shall become due and payable, whether at stated maturity, by acceleration or otherwise, and as if such payment were made by the Customer.

(b) The Guarantor agrees that the Bank in its discretion may obtain a credit bureau report on the Guarantor in order to evaluate the Customer's eligibility for Loans under this Credit Agreement. The Guarantor also agrees that the Bank may exchange information about the Guarantor and his/her obligations under this Credit Agreement with Customer references, other businesses (including affiliates of the Bank), and credit reporting agencies and may confirm any information provided by or about the Guarantor from any source it deems necessary or appropriate.

(c) The Guarantor waives notice of acceptance, and notice of all Loans to the Customer and of the settlement or adjustment of defaults or disputes. The 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 the Customer's indebtedness, and the demand, protest and notice of protest of such instruments or their endorsements. The 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 the Customer, and anything whatsoever, whether or not herein specified, which may be done or waived by or between the Bank and the Customer. Each Guarantor waives any and all defenses, claims and discharges of the Customer or any other obligor, pertaining to the indebtedness, except the defense of discharge by payment in full. Without limiting the generality of the foregoing, the undersigned will not assert, plead or enforce against the Bank any defense of waiver, release, discharge in bankruptcy, statute of limitations, res judicata, statute of frauds, anti-deficiency statute, fraud, incapacity, minority, usury, illegality or unenforceability that may be available to the Customer or any other person liable in respect of any of the indebtedness, or any set off available against the Bank to the Customer or any such other person, whether or not on account of a related transaction. Each Guarantor also waives any and all rights or defenses based on suretyship or impairment of collateral. Each Guarantor agrees that it shall be and remain liable for any deficiency remaining after foreclosure of any mortgage or security interest securing the indebtedness, whether or not the liability of the Customer or any other obligor for such deficiency is discharged pursuant to statute or judicial decision.

(d) The obligation of the Guarantor is an unconditional obligation, and it covers all existing and future indebtedness of the Customer to the Bank. This obligation shall be enforceable before or after proceeding against the Customer or against any security held by the Bank and shall be effective regardless of the solvency or insolvency of the Customer at any time, the extension or modification of the indebtedness of the Customer by operation of law, or the subsequent incorporation, reorganization, merger, or consolidation of the Customer, or any other change in the Customer.

(e) The Guaranty will take effect when the Bank approves the Application for a Business Credit Loan or Line of Credit Account and will remain in force until the credit facility provided for in this Credit Agreement terminates and all indebtedness is paid in full. If any payment applied by the Bank to the indebtedness is thereafter set aside, recovered, rescinded or required to be returned for any reason (including, without limitation, the bankruptcy, insolvency or reorganization of the Customer or any other obligor), the indebtedness to which such payment was

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applied shall for the purposes of this Guaranty be deemed to have continued in existence, notwithstanding such application, and this Guaranty shall be enforceable as to such of the indebtedness as fully as if such application had never been made.

(f) All liabilities of the Customer and of the Guarantor shall mature immediately upon the insolvency of the Customer, the inability of the Customer to meet its obligations as they become due, the appointment of a receiver, custodian or trustee for the 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 the Customer, or if any of these events occur with respect to the Guarantor.

(g) The Guarantor agrees to furnish such information respecting the business, assets, and financial condition of the Guarantor as the Bank may reasonably request from time to time. The Guarantor shall furnish such information as soon as possible, but in any event within thirty (30) days after request. The Guarantor agrees to notify the Bank promptly, in writing, if the Guarantor's (i) financial condition materially changes, (ii) legal name changes, or (iii) address changes. The Guarantor agrees that the Bank in its discretion may obtain a credit bureau report on the Guarantor in order to evaluate the Guarantor's creditworthiness and ability to meet its obligations hereunder. The Guarantor also agrees that the Bank may exchange information about the Guarantor and its obligations under this Credit Agreement with Guarantor references, other businesses (including affiliates of the Bank), any other Guarantor, and credit reporting agencies and may confirm any information provided by the Guarantor from any source it deems necessary or appropriate.

(h) Nothing herein shall be construed as an obligation on the Bank's part to extend credit to the Customer, or as an obligation to continue to extend credit. The Bank's records showing the Business Credit Loan or Line of Credit Account between the Bank and the Customer shall be admissible as 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.

(i) This Guaranty shall be binding upon the Guarantor, his or her legal representatives, and assigns, and shall ensure to the benefit of the Bank and its successors and assigns.

(j) The Guarantor submits to the jurisdiction of the Federal and State Courts where the branch office that opened this Credit Agreement is located for purposes of all legal proceedings arising out of or relating to this Credit Agreement or this Guaranty. The Guarantor irrevocably consents to the jurisdiction and venue of such courts and waives any right that it, he or she may have to assert the doctrine of "forum non conveniens" or to object to the jurisdiction or venue of such courts. THE GUARANTOR AND THE BANK WAIVE ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS CREDIT AGREEMENT OR THIS GUARANTY OR THE TRANSACTIONS CONTEMPLATED HEREBY. This Guaranty will be governed by and construed in accordance with federal law and to the extent not preempted by federal law, by the law of the state of Illinois. If any part of this Guaranty is unenforceable, that will not make any other part unenforceable.

Sharing and Use of Information Within the BMO Harris Family of Companies

We may share within the BMO Harris Family of Companies information about your transactions or experiences with us, information you supply on your account applications, and information we receive from third parties. As an individual, you have the right to instruct us not to share among our banks and affiliated financial service companies certain information (other than information about our transactions and experiences with you) from your account applications or information we receive from third parties. Federal law also gives an individual the right to limit some but not all marketing from the BMO Harris Family of Companies. You may limit our affiliates within the BMO Harris Family of Companies, such as our banks, brokerage, insurance or investment advisory affiliates, from marketing their products or services to you based on personal information about you that they may receive from other companies within the BMO Harris Family of Companies. This information includes your income, your account history and your credit score. Your choice to limit marketing will apply until you tell us to change your choice. To inform us that you do not want us to share certain information about you or to limit marketing offers, please contact us at 1-888-654-0063, visit any BMO Harris location, or write to the BMO Harris Privacy Office at 111 W. Monroe St., Chicago, IL 60603. If two or more customers jointly own an account or obtain a service, the request not to share information or limit marketing will apply only to the customer making the request unless otherwise directed by you. Please note that this does not prohibit the companies within the BMO Harris Family of Companies with whom you have established a business relationship from marketing their products and services to you unless you have requested that your name, address, email address and phone number be excluded from marketing lists. The BMO Harris Family of Companies means your BMO Harris Bank and all other banks and non-bank companies affiliated with the Bank by common ownership or control.

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