



P.O Box 207 ♦ Naperville, Illinois 60566 ♦ Phone: 888-776-7693 ♦ Fax: 630-353-0002 ♦ capitalreserve@fmsi-contractorscredit.com

APPLICATION FOR CAPITAL RESERVE REVOLVING BUSINESS ACCOUNT

COMPANY INFORMATION:

Credit Amount Requested: \$ _____

Credit requests of \$20,000 or more require submission of a current balance sheet, P&L, and a statement of cash flows for the past 2 years.

COMPANY LEGAL NAME _____ (“Company”)

Street Address _____ P. O. Box _____

City _____ County _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Cell/Mobile Phone (____) _____ Email _____

Mth/Yr Company Started ____/____ Mth/Yr Current Ownership Began ____/____ Annual Sales \$ _____

TYPE OF BUSINESS C-Corporation S-Corporation Proprietorship Partnership LLC Other (Describe) _____

Federal Taxpayer ID # _____ D&B # _____

PLEASE ANSWER THE FOLLOWING:

Have you and/or the Company ever filed for bankruptcy, or had an involuntary petition for bankruptcy filed? YES* NO

Have you and/or the Company ever been a defendant to a claim, judgment, tax lien or lawsuit? YES* NO

Have you and/or the Company ever defaulted on a loan? YES* NO

* If YES, please provide complete details and dates: _____

Please furnish complete addresses, phone numbers and fax numbers.

BANK REFERENCE:

Bank Name _____ Contact _____

Address _____ Telephone (____) _____ Fax (____) _____

Account # _____ Average Balance \$ _____ Loan History: Open Repaid None

TRADE REFERENCES:

Company _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Account Number _____

Company _____ Contact _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Account Number _____

PRINCIPAL(S) OF THE COMPANY:

Please print below the name(s), title(s), and % ownership, as applicable, of Corporate Officers, all Partners, or all Owner(s). All principal(s)/partner(s)/owner(s) who own 20% or more of the Company, must provide their Social Security number(s) below.

Principal #1

Name _____ Title _____ % Ownership _____ Soc. Sec. # _____

Principal #2

Name _____ Title _____ % Ownership _____ Soc. Sec. # _____

APPLICANT SIGNATURE:

By his/her signature below, the undersigned Authorizing Official hereby certifies that he/she is authorized by the Company (a) to sign and deliver this Application, (b) to bind the Company to the terms and conditions in the Capital Reserve Revolving Business Account Agreement, receipt of which by his/her signature below the Authorizing Official hereby acknowledges, and (c) all information contained in this application is true and correct. The authorizing official understands that credit on this Account, once approved, will be extended by Financial Management Services, Inc. and you authorize us to check with credit reporting agencies and other sources we deem appropriate in considering this application and subsequently for purposes of updates, renewals or extensions of credit granted as a result of this application or in receiving or collecting the Account. The Authorizing Official understands and agrees that the rights and interests of FMSI in any Business Account opened pursuant to this Application may be assigned in whole or in part and hereby consents to such assignment.

Signature of Principal #1 _____ Date _____

Signature of Principal #2 _____ Date _____

PERSONAL GUARANTY: (Required by all owners of 20% or more)

Principal #1:

Name _____ Date of Birth ____/____/____ Social Security # _____
Home Address _____ City _____ State _____ Zip _____ Home Phone (____) _____

Principal #2:

Name _____ Date of Birth ____/____/____ Social Security # _____
Home Address _____ City _____ State _____ Zip _____ Home Phone (____) _____

In consideration of Financial Management Services, Inc. ("FMSI") financing purchases by buyer, the undersigned guarantor(s) hereby agrees to unconditionally, absolutely and irrevocably personally guarantee payment of all amounts due under, and the performance under the terms of, the Capital Reserve Revolving Business Account Agreement ("Agreement"), and further agrees to pay the total balance due on the account opened pursuant to the agreement upon demand, without requiring FMSI to proceed first to enforce payment against the buyer also liable on this account, in the event of default under the agreement that governs the account. The undersigned hereby waives any notices regarding the agreement or this guaranty, and agrees that this guaranty shall be applicable until the agreement has terminated and all amounts due thereunder shall have been paid in full. The undersigned guarantor(s) agrees that in the event the account is not paid as agreed, FMSI may report the undersigned's liability for and the status of the account to credit bureaus and others who may lawfully receive such information. The undersigned guarantor(s) agrees that personal credit history may be used in making a credit decision and consumer reports on the undersigned guarantor may be obtained. The undersigned understands that the rights and interests of FMSI in the Agreement may be assigned in whole or in part to the Sponsoring Member, and consents to such assignment without additional notice.

Principal #1

Signature _____ **Date** _____

Principal #2

Signature _____ **Date** _____

AGREEMENT

This revolving business account ("**Business Account**") is a service of, and credit will be extended by, Financial Management Services, Inc. ("**Issuer**"), P.O. Box 207, Naperville, IL 60566, 1-888-776-7693. The application Form and Account Agreement will be accepted in Illinois and governed by Illinois and applicable federal and/or other states' law. **By his/her signature on the application for a Business Account**, the signer ("**Authorizing Official**") certifies that (1) the information on this Application, and on any attachments, is true and accurate; (2) the Business Account will be used only for commercial or business purposes, and not for personal, family or household purposes; (3) he/she has the authority to request that a Business Account be established in the Company's name; (4) he/she has the authority to approve Issuer's receipt and exchange of financial and credit information about the Company to Issuer; (5) he/she agrees to provide additional information, including financial statements and business tax returns, about the Company as reasonably requested by Issuer now and from time to time hereafter; and (6) he/she has received, read and understands the **Capital Reserve Revolving Business Account Agreement ("Account Agreement")** and has the authority to (a) bind the Company to the terms and conditions thereof, and (b) agree that the Company shall be liable for all charges under the Business Account.

**** IMPORTANT INFORMATION ABOUT CAPITAL RESERVE REVOLVING BUSINESS ACCOUNT ****

- (1) **PLEASE READ AND RETAIN THE ACCOUNT AGREEMENT BEFORE SIGNING THIS APPLICATION FORM.**
- (2) **All Billing Statements, notices, communications and Business Account information will be sent to the AUTHORIZING OFFICIAL at the address shown on the reverse side unless he/she notifies us in writing of the name of the individual he/she designates to receive such mailings, or of a different mailing address.**
- (3) **The Company is responsible for its employees' or agents' use of the Business Account if the Application is approved and the Business Account established.**

Annual Percentage Rate ("APR") For Purchases: The APR may vary from month to month as provided below and in the Account Agreement. **Variable Rate and Billing Information:** The APR may vary from month to month and will be equal to the Prime Rate (as published on or nearest to the 15th of each month in *The Wall Street Journal*) plus 12%, except as otherwise provided by applicable law, and is effective on the first day of the next Billing Period. The APR will increase to the **Default APR** of 26.99% if we do not receive the minimum payment by the date due twice in a twelve-month period. The **Monthly Periodic Rate** is equal to one-twelfth (1/12) of the APR in effect from time to time. "**Billing Periods**" include the first through last days of each month, and "**Billing Statements**" are prepared on the first business day of the following month ("**Billing Date**"). Payments are due ("**Payment Due Date**") not less than 20 days after the Billing Date, so you have **at least 20 days to pay the balance for new purchases each month** before a Finance Charge on purchases is assessed. You must pay at least the "**Minimum Payment**" by the Payment Due Date or a "**Late Charge**" equal to the greater of \$39.00 or 1.0% of the Minimum Payment may be assessed, or, if less, the maximum amount permitted under the applicable law. At any time you may pay an amount greater than the Minimum Payment up to the "**New Balance**" which is the total of all amounts owing. We determine the "**Finance Charge**" by applying the Monthly Periodic Rate to the "**Average Daily Balance**" of your Business Account. To determine the Average Daily Balance, we take the beginning balance of your Business Account each day, subtract any payments or credits and any unpaid Finance Charges or other charges, this gives us the "daily balance". Then we add all the daily balances in the Billing Period and divide that amount by the number of days in the Billing Period; this gives us the Average Daily Balance. Subject to applicable law, a returned check charge ("**Service Charge**") of \$35.00, or if less, the maximum amount permitted under the applicable law, is assessed for any check submitted as payment that is returned to us for insufficient funds or any other reason. If a Finance Charge is due, the **minimum Finance Charge is \$1.00**. We may add, change or withdraw services offered under this Business Account and change the Account Agreement at any time as provided therein.

State Notices: New York: You may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods. **Ohio:** The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.



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CAPITAL RESERVE REVOLVING BUSINESS ACCOUNT AGREEMENT

IMPORTANT INFORMATION FOR APPLICANTS AND BUSINESS ACCOUNT HOLDERS:

Please **READ** this Revolving Business Account Agreement (“**Agreement**”) thoroughly before you sign the **Capital Reserve** Revolving Business Account Application Form (“**Application Form**”), and **RETAIN** the Agreement for your records. By signing the Application Form and/or using the account (“**Business Account**”), you are agreeing with us to everything written here. We are not obligated to accept or approve your application; however, if we do approve your application, the Business Account will be governed by this Agreement. We have the right to change this Agreement at any time, and we will notify you 15 days in advance of any changes. We consider that you have accepted the changes if you use the Business Account after the effective date of the change as provided in the notice. If you do not accept the change(s), you may terminate this Agreement by giving us written notice to that effect. **You will still be responsible and liable for payment of all Charges on the Business Account prior to the date you terminate the Agreement.**

1. DEFINITIONS. The words “**you**” and “**your**” mean the company, corporation or other entity (“**Company**”) in whose name the Business Account has been established, and the person who signed the Application Form is the “**Authorizing Official.**” The words “**we**”, “**our**” and “**us**” refer to Financial Management Services, Inc. (“**Issuer**”).

2. ACCEPTING THE AGREEMENT. The Authorizing Official’s signature on the Application Form means that (a) the Company will be liable for all Charges, Draws and/or Cash Advances made on the Business Account, (b) the Company is bound by the terms and conditions of this Agreement, (c) he/she is authorized to sign the Application Form and accept this Agreement on the Company’s behalf, and (d) the Company is a valid business in good standing under the laws of the jurisdiction of its organization, or a qualified, religious, educational or other non-profit entity, or a governmental agency or instrumentality. The Business Account may be canceled at the written request of the Company, however, the Company remains liable for payment in full of any outstanding balance at the time of such request. The Business Account may be canceled by us if the Company is unable or unwilling to meet all obligations relating to it or the Business Account.

3. SECURITY INTEREST. By your execution of this Agreement and to secure the repayment of all Indebtedness owing us under this Agreement, you hereby grant to us a continuing security interest in and to the following currently owned and after acquired assets of the Company: (a) All accounts receivable and all proceeds therefrom; (b) All inventories, raw materials, work-in-process, and finished goods, the products thereof and all proceeds therefrom; and (c) All furniture, fixtures, machinery and equipment including spare and replacement parts and other tangible assets (excluding titled motor vehicles) and all proceeds therefrom (collectively, the “**Collateral**”). You hereby authorize us to file all financing statements (“**UCC-1 Forms**”) and take such other actions as may be needed in order to maintain a first perfected security interest in the Collateral. As used in this Agreement, “**Indebtedness**” means any and all indebtedness owing to us under this Agreement including, but not limited to, the unpaid principal balance of Loans outstanding, any accrued and unpaid interest, Annual Fee, Transaction Fee, Late Charges, Service Charges and any other charges and obligations of the Company hereunder.

4. BUSINESS PURPOSES ONLY. You agree not to use the Business Account to purchase goods and/or services for personal, family or household purposes, and you understand that your agreement means that important duties imposed on us and important rights conferred upon a consumer, pursuant to certain federal or state laws, will not and do not apply to the Business Account. You also understand that we cannot determine your compliance with “**Business Purposes Only**” usage of the Business Account, and agree that a breach by you of this section will not and does not affect our right to enforce your promise to pay for the credit extended to you, including related charges, or to use any remedy legally available to us even if that remedy would not have been available had the Business Account been established as a consumer credit account.

5. LIABILITY FOR CHARGES. All amounts charged or assessed to the Business Account are called “**Charges**” and include, without limitation, purchases, draws, cash advances, transaction fees, finance charges, late payment charges or other charges, and include purchases, draws or cash advances in which you have evidenced an intent to incur a charge, regardless of whether you have signed a charge form. You may obtain a draw or cash advance on your Business Account by using the online authorization program. The Company is liable to us for all Charges on the Business Account. A monthly statement (“**Billing Statement**”) is sent by mail, email or fax to the Company at its physical address, email address or fax number on file with us, and you agree to notify us immediately in writing of any change in your billing address. The Billing Statement is also available online anytime. The Company is responsible for its employees’ or agents’ use of the Business Account.

6. CREDIT LIMIT. We establish a limit (“**Credit Limit**”) for your purchases, draws and cash advances, and the amount of credit available at any particular time to the Company is the Credit Limit reduced by each draw at the time we authorize the transaction even though we may not post the purchase to your Business Account until later. From time to time solely at our option we may increase or reduce the Credit Limit without notice. The Credit Limit is shown on the Billing Statement. If we honor purchases, draws or cash advances in excess of your Credit Limit, this Agreement applies to such excess.

7. BILLING PROCEDURE. A Billing Statement showing all Charges, payments and credits for each “**Billing Period**” (which is the first through the last day of each month), is prepared and sent to the Company on the first business day of the ensuing month (“**Billing Date**”), if there has been any Charge, credit or payment activity on the Business Account, or if a Finance Charge or Other Charge has been assessed, during the Billing Period. If one is required, your payment is due and payable on the “**Payment Due Date**” shown on the Billing Statement, and the Payment Due Date will be at least 20 days from the Billing Date. The “**New Balance**” shown on the Billing Statement is the total amount owing to us at the end of a Billing Period. If your payment is less than the New Balance, a Finance Charge (see Section 7) will be assessed. You must pay us at least the “**Minimum Payment**” (see Section 9) shown on your Billing Statement by the Payment Due Date, or a Late Charge (see Section 8) may be assessed. You may also pay us any amount over the Minimum Payment up to and including the New Balance.

8. FINANCE CHARGE. A finance charge (“**Finance Charge**”) will be assessed on each purchase, draw or cash advance when it is posted to the account until it is paid in full. A Finance Charge will not be assessed on any Other Charge (see Section 8) or on any prior Finance Charge. We calculate the Finance Charge by multiplying the Average Daily Balance for purchases by the Monthly Periodic Rate, each described below.

A. Average Daily Balance: We take the beginning balance of your Business Account each day and subtract any payments or credits and any unpaid Finance Charges and Other Charges. This gives us the daily balance. Then, we add together all the daily balances for the Billing Period and divide the total by the number of days in the Billing Period. This gives us the “**Average Daily Balance**” for purchases. Payments are applied as described in Section 10. The daily balance will not be reduced below zero (0) as a result of a payment or credit.

B. Calculation of Finance Charge: We multiply the Average Daily Balance for purchases by the “**Monthly Periodic Rate**”, which is equal to one-twelfth (1/12) of the Annual Percentage Rate (“**APR**”) in effect for that month. **If a Finance Charge is due, the minimum amount is \$1.00.** The APR may vary monthly, and is equal to Prime Rate (published in the “**Money Rates**” section of *The Wall Street Journal* on or closest to the 15th of the month) plus 12%, except as provided otherwise by applicable law. The APR will increase to the **Default APR** of 26.99% if we do not receive the minimum payment by the date due twice in a twelve-month period.

9. OTHER CHARGES. We may also assess to your Business Account as Charges any of the following “Other Charges”: (a) a “Late Charge” equal to the greater of (i) \$39.00 or (ii) 1.0% of the Minimum Payment due, except as otherwise provided by applicable law, if you fail to make a required Minimum Payment by the Payment Due Date shown on the Billing Statement; (b) a returned check charge (“Service Charge”) of \$35.00, except as otherwise provided by applicable law, if (i) a check submitted as payment on your Business Account is returned for insufficient funds or any other reason, or (ii) there are insufficient funds in any account which you have authorized us to debit automatically or otherwise for payments on your Business Account; (c) a “Transaction Fee” equal to the greater of (i) \$10.00 or (ii) 1.5% of each purchase, draw and/or cash advance; and (d) an “Annual Fee” of \$50.00 assessed on the anniversary date of the opening of the account.

10. MINIMUM PAYMENT. The Minimum Payment due each month on or before the Payment Due Date is shown on your Billing Statement. (a) If the New Balance is \$50.00 or less, the Minimum Payment is the amount of the New Balance. (b) If the New Balance exceeds \$50.00, the Minimum Payment is the sum of (1) any past-due amounts; plus (2) any amounts in excess of the Credit Limit; plus (3) any Late or Service Charges; plus (4) 1.5% of the New Balance shown on the Billing Statement; plus (5) any Finance Charges; plus (6) any Transaction Fees.

11. PAYMENTS. You are required to complete an “Authorization of Automatic Payment Agreement” with FMSI which authorizes us to initiate automatic payments for your Minimum Payment due each month. You may authorize payments greater than the minimum due through your online access or you must pay us in U.S. currency, or with a money order or a draft or check drawn on a bank located in the United States and payable in United States Dollars. We may accept late payments, partial payments, or any checks or money orders marked as being payment in full or as being a settlement of any dispute without losing any of our rights under this Agreement or under the law. If we accept such payments, we are not bound by notations and directions made by you and acceptance of payments does not mean we agree to change this Agreement in any way. All payments that are received by us from you or on your behalf are applied in the following order: (1) Other Charges, if any; (2) past-due amounts, if any; (3) balances in excess of the Credit Limit, if any; (4) current Finance Charges, if any; and (5) principal (purchases) balance.

12. ACH AND WIRE TRANSFERS. You agree to be bound by National Automated Clearing House Association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank.

13. ACCOUNT STATUS. A Business Account is deemed to be: (a) “late” if the Minimum Payment is not received by the Payment Due Date; (b) “delinquent” if the Minimum Payment is not received before the next Billing Date in which event no further purchases, draws or cash advances will be authorized until all required Minimum Payments have been paid; and (c) in “default” if any required Minimum Payment remains unpaid 60 days after its original Payment Due Date in which event the Business Account will be terminated and all amounts owing are immediately due and payable on demand.

14. ATTORNEYS’ FEES. As allowed by applicable law, you agree to pay all costs and expenses including court costs and attorneys’ fees (or such smaller amount as provided by applicable state law or if a court considers a smaller amount appropriate) if we must refer the Business Account to any attorney or collection agent who is not our employee.

15. USE OF ACCOUNT. The Company is responsible and liable for payment of all Charges by any person made under its Business Account to the extent allowed by applicable law. You agree that you will not resell or return for a cash refund any goods obtained through the Business Account. We reserve the right, at any time, to deny authorization for any requested Charge. If your Business Account has a credit balance, it will be applied to your next purchase, draw or cash advance.

16. PROBLEMS WITH BILLING STATEMENTS OR GOODS AND SERVICES. If you have any question, problem or dispute concerning the monthly Billing Statement we send you, you should contact us in writing no later than 60 days after the date of the first Billing Statement on which the error or problem appeared. We will take all reasonable and appropriate steps to provide the information you request or which can be used to resolve your dispute. You do not have to pay any amount in question while we are investigating, but you are obligated to pay the portion of your Billing Statement that is not in question. While we investigate your question, we cannot report you as delinquent or take any action to collect the amount which you question.

17. RENEWAL OF BUSINESS ACCOUNT. The Business Account will be valid for a period of not less than five (5) years. By signing the Application Form, you are requesting us to renew the Business Account before the current expiration date. We may renew the Business Account until you tell us to stop or unless we terminate your right to usage pursuant to Section 16.

18. ACCOUNT REMAINS OUR PROPERTY. The Business Account remains our property and we can revoke your right to use it at any time, with or without cause and without giving you notice of any kind. We may list revoked Business Accounts or otherwise inform merchants honoring the Business Account that the Business Account issued to you has been revoked or canceled. If we revoke the Business Account or it expires, you may not use the Business Account after its expiration, after it has been revoked or after this Agreement has been terminated. **You are and will be responsible and liable for payment of all Charges made prior to our terminating the Agreement.**

19. GOVERNING LAW AND FINANCING BY ISSUER. The provisions of this Agreement and the Business Account shall be governed by the Laws of the State of Illinois, except to the extent that the Law of the United States or the law of another state is applicable. We reserve the right from time to time, without notice to you, to finance with one or more financial institutions the amounts due us on Business Accounts. In connection therewith, this Agreement, your Business Account and each request for credit may be submitted to our lender without notice to you. Indebtedness approved by our lender and thereafter incurred by you and owing to us will be assigned to our lender, and all of our rights under this Agreement will apply to our lender and any other holder of this Agreement or assignee of the indebtedness. You also agree that the lender is a third-party beneficiary to this Agreement and is entitled to enforce it directly against you but is not subject to any defenses existing against us.

20. INVESTIGATIONS. As provided for in the Application Form, you authorize us to investigate the Company, and certain principal(s) individually have authorized us to investigate such individual(s) in connection with the Business Account, by obtaining commercial reports and making other inquiries as we deem appropriate. You also agree that we may report the Company’s, and in connection therewith such individual principal(s)’, performance under this Agreement to credit bureaus and others who may lawfully receive such information. Our lender(s) may require payment to be made to a different address and may conduct normal credit portfolio management activities customary in the finance industry, and you agree to cooperate with any such activities undertaken by our lender(s).

21. MISCELLANEOUS PROVISIONS. If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be considered totally ineffective to that extent, but the remaining provisions of this Agreement shall not be affected. We may agree to extend the due date of any payment due under this Agreement for any length of time without notifying you and without releasing you from your obligation to pay all amounts owing under this Agreement and the Business Account, in full, or to otherwise perform the terms and conditions of the Agreement. Your obligation to pay all amounts owing under this Agreement and to otherwise perform the terms and conditions hereunder is absolute and not conditioned on anything. We can delay enforcing any of our rights under the Agreement or under applicable law, without losing any of those rights or any other rights. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time. You waive the right of “presentment” and “notice of dishonor”. “Presentment” means the right to require us to demand payments of amounts due under this Agreement. “Notice of Dishonor” means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest, and all other notices and demands, to the fullest extent permitted by applicable law.

Our address and toll-free telephone number are Financial Management Services, Inc. P.O. Box 207, Naperville, IL 60566; 1-888-776-7693.

This is the entire Agreement between you and us; no oral changes can be made. FMSI-13A (Rev.8/24/2011)