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[www.soundbanking.com](http://www.soundbanking.com)

Member FDIC



# Business Overdraft Line of Credit

Information and Application

Attn. Main Office  
Sound Bank  
5039 Executive Drive  
Morehead, NC 28584



## Sound Bank Business Overdraft Protection Line of Credit Agreement

This Agreement governs the Business Overdraft Protection Line of Credit Account with Sound Bank

**Section 1. Definitions** The following definitions apply to this Credit Agreement: “**Bank**” means Sound Bank that extend credit under this Credit Agreement. “**Business Overdraft Protection Line of Credit Account**” means the revolving Line of Credit Account provided to the Customer under this Credit Agreement. “**Credit Agreement**” means this Sound Bank Business Overdraft Protection Line of Credit Agreement that applies to the Business Overdraft Protection Line of Credit Account. “**Credit Limit**” means the maximum amount of credit available to the customer under the Business Overdraft Protection Line of Credit Account as described in this Credit Agreement as may be amended from time to time. “**Customer**” means the business entity named in the Deposit Account that is responsible for this Credit Agreement. “**Deposit Account**” means the Customer’s account at the Bank designated in the Agreement as the account to be debited by the Bank for payments due under this Credit Agreement, as well as the deposit account to be credited with Loan proceeds under this Credit Agreement. “**Guarantor**” means the person (or persons) who guarantees the Loan. “**Loan**” and “**Loans**” mean advances from the Business Overdraft Protection Line of Credit Account made by the Bank under this Credit Agreement. “**Overdraft**” means a negative balance on the Customer’s Deposit Account.

**Section 2. Using the Business Overdraft Protection Line of Credit Account** Approval by the Bank and use of the Business Overdraft Protection 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. Linking deposit account**  
The Customer is required to have a Sound Bank Business Checking account linked to the Overdraft Protection Line of Credit. Should the Customer or Bank choose to close the Business Checking account, all amounts owed under the Credit Agreement will immediately be due and payable.

### Section 4. Obtaining a Loan

The Customer may obtain a Loan by writing a check or making another type of withdrawal from his or her deposit account that exceeds the balance of the Deposit Account. See the Deposit Account Agreement for details on the order of posting transactions. The Customer will not attempt to obtain Loans which, when taken together with Loans then outstanding, would exceed the maximum credit limit as may be changed by the Bank from time to time. In accordance with the agreement governing your Deposit Account, the Bank then may, whether or not it has extended a Loan as set forth in the preceding sentence, (i) pay the item by creating an Overdraft in the amount by which the item exceeds the balance of the Deposit Account (after giving effect to any Loan extended pursuant to the preceding sentence), in which case the Customer will immediately and without demand be required to pay the total amount of the Overdraft together with the Overdraft Fee and any Consecutive Day Overdraft Fees as disclosed in the West Town Business Banking Service Fee Schedule, or (ii) return the item unpaid, in which case the Customer will be responsible for an Item Returned Fee (NSF) as disclosed in the Sound Bank Business Service Fee Schedule.

**Section 5. 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 6. Type of Loan** Each Loan is an advance on the Business Overdraft Protection Line of Credit Account. The Customer must repay principal and interest, fees and charges, subject to the terms of this Credit Agreement. If the Loan principal is repaid, the Customer may borrow, subject to the terms of this Credit Agreement. The Customer agrees not to take an advance from the Business Overdraft Protection Line of Credit to pay the Bank for any amounts due under this Credit Agreement. (a) The Bank has the right to cancel this Credit Agreement as it relates to future Loans at any time without notice and demand payment upon ten (10) days advance notice to the Customer in accordance with Section 13. The Customer agrees to cease using the Business Overdraft Protection Line of Credit Account upon any notice of such cancellation and demand. The Bank retains all rights under this Credit Agreement and cancellation of the Business Overdraft Protection Line of Credit Account does not affect (i) the terms of this Credit Agreement which remain in effect until the Loans are paid in full, or (ii) the Customer’s liability for payment of amounts owed on the Business Overdraft Protection Line of Credit Account according to the terms of this Credit Agreement.  
Credit Agreement.

The Customer agrees that the Bank may demand payment 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). (b) If no notice of cancellation and demand is provided and until ten (10) days after such notice is provided, if ever, monthly payments of at least the periodic payment provided in Section 10.1 shall be made. (c) Regardless of whether a notice of cancellation and demand is provided, the amounts owed on the Business Overdraft Protection 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 Section 18. (d) The Customer may terminate this Business Overdraft Protection Line of Credit Account and the Credit Agreement at any time by notifying the Bank at least five (5) days prior to termination and paying all sums due under this Credit Agreement.

**Section 7. Interest rate** Interest on the Business Overdraft Protection Line of Credit Account Loans will be a as follows:

\$1,000.00 to \$25,000 Prime + 2.50%

**Section 8. Default interest** The principal balance of Loans which remains unpaid past the date the Bank demands payment in full will bear interest until paid in full at a per annum above the Interest Rate otherwise applicable to the Loans (determined as described in Section 7 above). The Rate payable under this Credit Agreement shall never exceed the highest rate that the Customer may contract to pay under applicable law.

### Section 9. Fees

The customer agrees to pay to the Bank an origination fee of \$100 and an annual fee thereafter of \$100 for the line to remain active. If a payment is 15 days or more late, the customer will be charged 4% of the delinquent payment currently due.

**Section 10. Payments** The Customer must pay the amounts due under this Credit Agreement within ten (10) days’ notice of demand or, if no demand is made, the Customer is required to pay Minimum Payments. Section 10.1 Minimum Payments. The Minimum Payment will equal 3% of the outstanding balance.

Section 10.2. Payments Made. Payments are due at the Bank's branch offices in Morehead, North Carolina, paid to the order of the Bank, and made (i) by debit to the Customer's Deposit Account; or (ii) by check. Section 10.3. Prepayment. The Customer may pay the entire balance of the Loans at any time. Section 10.4. 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 to **Sound Bank, 5039 Executive Drive, Morehead City, NC 28584**

If the Customer pays more than the minimum payment, the Customer is still required to make future minimum payments.

**Section 11. 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 Saturday, a Sunday or a day which is a legal holiday for banks in the State of Illinois and North Carolina, such payment shall be made on the next Bank Business Day and any such extension shall be included in computing interest under this Credit Agreement.

**Section 12. Periodic statements** The Bank will furnish the Customer with a statement for each monthly billing period which 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 13. Payment demand** Any demand for payment shall be made in writing and shall be deemed made on the earlier of (a) 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) the date of actual receipt of written demand by the Customer.

**Section 14. Customer financial statement 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; or (iii) address changes. The Customer authorizes the Bank to verify information and obtain other information from credit reporting agencies and

Other third parties including information about the Customer, personally, and the business that the Bank deems appropriate in considering the request for credit and subsequently any future purposes in connection with existing or contemplated extensions of credit to the Customer or to any entity in which the Customer is an owner, director, manager or officer. The Customer also agrees that the Bank may exchange information about the Customer, 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.

**Section 15. Representation and warranties** In consideration of establishing and maintaining the Business Overdraft Protection Line of Credit Account, the Customer hereby represents and warrants to the Bank that: (a) the Customer is a business entity (a corporation, partnership, sole proprietorship, LLP, S corporation, limited partnership, non-profit, unincorporated company or limited liability company, as indicated on the Deposit Account), duly organized, validly existing, and in good standing under the laws of its state of organization; (b) the execution, delivery, and performance by the Customer of this Credit Agreement are within its corporate, organizational, LLP, limited liability company or partnership powers, as applicable, have been duly authorized by all necessary corporate, organizational, LLP, limited liability company or partnership action, as applicable, and do not contravene the Customer's charter, articles of incorporation or by-laws (if a corporation), articles of association or operating agreement (if a limited liability company or LLP or unincorporated organization) or partnership agreement (if a partnership) 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 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) 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 the ownership of all assets listed therein, all in accordance with generally accepted accounting principles consistently applied, and since the date you applied or the date you were pre-approved for the Business Overdraft Protection Line of Credit Account, as applicable, there has been no material adverse change in the Customer's condition or operations; 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.

accordance with generally accepted accounting principles consistently applied, and since the date you applied or the date you were pre-approved for the Business Overdraft Protection Line of Credit Account, as applicable, there has been no material adverse change in the Customer's condition or operations; and (h) 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 16. Right of set off** To the extent permitted by applicable law, whether or not an Event of Default exists and whether or not the Loan is then due or payable, the Bank reserves a right of set off in all the Customer's accounts with the Bank (whether checking, savings or some other account). This includes all accounts the Customer may open in the future. The Customer authorizes the Bank to the extent permitted by applicable law 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.

**Section 17. 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 owing to the Bank or any other Lender; (b) failure of the Customer to furnish the Bank with any financial information on the Customer within thirty (30) days after request therefore as provided in Section 14; (c) breach of any term or condition of any agreement that secures or guarantees 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) failure of the Customer to notify the Bank of a change of address; (e) closing the Customer's Deposit Account with the Bank; (f) dissolution, termination, insolvency or death of any principal of the Customer or of the Guarantor of the Loans; (g) the institution by or against the Customer or 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; (h) the making of an assignment for the benefit of creditors by the Customer or Guarantor of the Loans; (i) 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 Guarantor of the Loans; or (j) a change which the Bank in good faith deems material and adverse occurs in the condition (financial or otherwise) or operating results of the Customer or Guarantor of the Loans; or in the value of any collateral for the Loans.

**Section 18. Bank's rights upon default**

Upon the occurrence of any Event of Default, (a) unless the Bank elects otherwise in writing, the entire unpaid balance of the Loans under this Credit Agreement, including interest and other fees and charges, shall be immediately due and payable by the Customer without notice or demand; (b) if this Credit Agreement and Loans are secured by property, the Bank may exercise all of the rights and remedies of a secured party under the UCC; (c) the obligation of the Bank to extend further credit shall immediately terminate; (d) the Bank may change the terms of the Credit Agreement; and (e) the Bank shall have the right, at any time, to set off the balance of any account that the Customer may at any time maintain with the Bank (including its affiliates) against any amounts at any time owing under this Credit Agreement, whether or not the balance of Loans under this Credit Agreement is then due as described in Section 17.

**Section 19. 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 20. Termination** The Customer may terminate this Credit Agreement at any time effective upon receipt by the Bank of at least five (5) days prior written notice and paying the Bank all sums due under this Credit Agreement. 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. Loan requests made after termination of this Agreement will not be accepted.

**Section 21. Notices** The Bank may rely on instructions from the Customer with respect to any matters relating to this Credit Agreement, and the Business Overdraft Protection Line of Credit Account, including telephone loan requests which 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: Sound Bank, 7820 W 26<sup>th</sup> Street, North Riverside, IL 60546. The Customer waives presentment and notice of dishonor. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof and any prior agreements, 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 parties with respect to the subject matter hereof and any prior agreements, 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.

**Section 22. 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 North Carolina. If any part of this Credit Agreement is unenforceable, that will not make any other part unenforceable.

**Section 23. Attorneys' fees; expenses** The Bank may hire someone else to help collect amounts due under this Credit Agreement, if the Customer does not pay. The Customer will pay the Bank that amount including, 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 post-judgment and bankruptcy 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 24. Amendment** The Bank may amend this Agreement by written notice to the Customer. Any amendment to this Agreement shall be effective thirty (30) days after notice of such amendment is sent to the Customer.

**Section 25. Assignment** This Agreement shall be binding upon and inure to the benefit of the parties to this Agreement and their respective legal representatives, successors and assigns, but not for the benefit of any other person, and no other persons shall have any rights hereunder against either party to this Agreement. The Customer may not assign this Agreement without the Bank's prior written consent.

**Section 26. Guaranty**

(a) As an inducement to the Bank to enter into this Credit Agreement, the Guarantor agrees to pay to the Bank promptly when due, or upon demand, 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 overdrafts, applicable fees and finance charges, together with all expenses of collection and reasonable attorneys' fees incurred by the Bank by reason of the default of 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 Guarantor's creditworthiness and ability to meet its obligations under this Credit Agreement, and subsequently for any future purposes in connection with existing or contemplated extensions of credit to the Customer, to the Guarantor or to any other entity in which the Guarantor is or is expected to be a guarantor, owner, director, manager or officer.

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. (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. (d) The obligation of the Guarantor is a primary and 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 Business Overdraft Protection Line of Credit Account and will remain in force until all indebtedness is paid in full. (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) 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 Overdraft Protection 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 North Carolina. (h) This Guaranty shall be binding upon the Guarantor, his or her legal representatives, and assigns, and shall inure to the benefit of the Bank and its successors and assigns. If any part of this Guaranty is unenforceable, that will not make any other part unenforceable.



# Business Loans Overdraft Protection Application

## Business Information

Address (Street address required, no P.O. Box)

Description of business

City State Zip

Date business established Years under current ownership

Phone Taxpayer Identification Number (TIN)

Gross sales revenue last year

Email address

Sound Bank checking account number

- Type of business entity:
- Sole proprietor
  - Corporation
  - Limited liability partnership
  - General partnership
  - Limited liability company
  - Non-Profit
  - S corporation
  - Limited partnership
  - Other: \_\_\_\_\_

## Non-Profit Information Only

Authorized signer name

Occupation

Address (Street address required, no P.O. Box) Phone

Identification number Identification type (Driver's license/State ID)

City State Zip

State of issuance Expiration date Date of issuance

## Agreements of Borrower

"You" and "your" refer to the authorized person(s) signing this Application on behalf of the Business. "Business", "Applicant", and "Borrower" refer to the business entity applying for a Sound Bank Line of Credit. "Sound Bank" and "Bank" refer to Sound Bank that reviews the Application and offers a Line of Credit to a qualified Business. "Account" refers to the Overdraft Line of Credit approved by Sound Bank. "Credit Agreement" refers to the Sound Bank Business Overdraft Protection Line of Credit Agreement. 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 the attached Credit Agreement with Sound Bank and to borrow money as described in the Credit Agreement; and (3) if approved, each Loan (as defined in the Credit Agreement) will be for a business or commercial purpose only. You certify that the information provided on the Application is accurate and complete and Sound Bank may consider this information as accurate and complete until you provide Sound Bank with a written notice of change. You authorize the Bank to verify information and obtain other information from credit reporting agencies and other third parties including information about you, personally, and the Business that the Bank deems appropriate in considering the request for credit and subsequently any future purposes in connection with existing or contemplated extensions of credit to the Business, to you or to any entity in which you are an owner, director, manager or officer. You agree that any such information obtained by Sound Bank will remain the property of Sound Bank whether or not credit is extended. You also agree that Sound Bank may exchange information about you and your obligations under this application with your references, other businesses (including affiliates of Sound Bank), or any Guarantor(s), and credit reporting agencies and may confirm any information provided by you.

The credit agreement attached to this application applies to the overdraft protection line of credit account. You represent and warrant that you have received and read the Credit Agreement. You agree to be liable for and pay all amounts due under the Credit Agreement in accordance with the Credit Agreement. The Credit Agreement is not binding until your application is approved by Sound Bank and you receive written notice of approval, and thereafter the Credit Agreement shall be binding upon you in all respects without the requirement of any further documentation or action.

We may share the name, address, and telephone number of your business, and the names of any proposed guarantors, with a non-affiliated lender if we are unable to offer you a loan. By signing this agreement, you acknowledge and agree to this sharing. Please provide signatures for fields marked with an X (if applicable).

**Borrowers' signatures required**

Applicant's Signature & Title	Applicant's Signature & Title
X	X
Applicant's Signature & Title	Applicant's Signature & Title
X	X

**Personal guaranty** A personal guaranty must be signed by each owner.

The Guarantor(s) agrees that Sound Bank, in its discretion, may obtain a credit bureau report on the Guarantor(s) in order to evaluate the Guarantor's creditworthiness and ability to meet its obligations under the Credit Agreement, and subsequently for any future purposes in connection with existing or contemplated extensions of credit to the Business, to the Guarantor(s) or to any other entity in which the Guarantor(s) is or is expected to be a guarantor, owner, director, manager or officer. The undersigned Guarantor(s) agrees to personally guaranty to Sound Bank the payment and performance of all obligations of the Business to Sound Bank entered into pursuant to this Application. The undersigned acknowledges and agrees that if the Business is approved for an Account, the attached Credit Agreement applies to the Guarantor's obligation. Each Guarantor has read and received a copy of the Credit Agreement and agrees to all of the above terms. Each Guarantor further acknowledges that such Guarantor has read the "Guaranty" section of the Credit Agreement and is bound by all of the terms thereof. The Guarantor(s) also agrees that Sound Bank may exchange information about the Guarantor(s) and Guarantor(s) obligations under this Acceptance Certificate with Guarantor(s) references, other businesses (including affiliates of Sound Bank), or any other Guarantor(s), and credit reporting agencies and may confirm any information provided by Guarantor(s).

**Guarantors' signatures required (applicable only for the business or individual who will serve as guarantor)**

Print business name (applicable only if a business other than the borrower will serve as guarantor)

Print business name (applicable only if a business other than the borrower will serve as guarantor)

Print Name	Date	Print Name	Date
Guarantor's Signature		Guarantor's Signature	
X		X	