

| INTERNAL USE ONLY |  |
|-------------------|--|
| Employee ID:      |  |
| Branch #:         |  |
| Approved by:      |  |
| Credit limit:     |  |

**COMPANY INFORMATION**

PLEASE TYPE OR PRINT IN BLACK INK  
 TYPE OF COMPANY:  CORPORATION  SOLE PROPRIETORSHIP  LLC  OTHER (specify) \_\_\_\_\_  
 Name of Company \_\_\_\_\_ Date Company Established \_\_\_\_\_ Tax ID \_\_\_\_\_ E-mail Address \_\_\_\_\_

Company Physical Address (No P.O. Box) \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Company Billing Address (if other than above) \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Company's Annual Sales (MUST BE INCLUDED TO PROCESS APP.) \_\_\_\_\_ Work Phone Number \_\_\_\_\_ No. of Employees \_\_\_\_\_ Type of Business \_\_\_\_\_  
 \$ ( ) \_\_\_\_\_

Company Bank \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Bank Phone Number \_\_\_\_\_ Account Number \_\_\_\_\_ Bank Officer's Name \_\_\_\_\_  
 ( ) \_\_\_\_\_

Type of Account:  Checking  Cash Management  Credit Line(s)  OTHER (specify) \_\_\_\_\_

**AUTHORIZING OFFICER/GUARANTOR INFORMATION**

|   |   |
|---|---|
| 1 | First Name _____ Middle _____ Last _____ Title _____  |
|   | Home Address _____ Street _____ City _____ State _____ Zip _____  |
|   | Date of Birth _____ Social Security Number _____ Home Phone Number _____ Own Rent _____ Monthly Housing Payment _____<br>( ) ( ) \$   |
|   | Gross Annual Salary (Income from alimony, child support or separate maintenance payments need not be revealed if you do not choose to have it considered by us as a basis for repayment.) _____ |
| 2 | First Name _____ Middle _____ Last _____ Title _____  |
|   | Home Address _____ Street _____ City _____ State _____ Zip _____  |
|   | Date of Birth _____ Social Security Number _____ Home Phone Number _____ Own Rent _____ Monthly Housing Payment _____<br>( ) ( ) \$   |
|   | Gross Annual Salary (Income from alimony, child support or separate maintenance payments need not be revealed if you do not choose to have it considered by us as a basis for repayment.) _____ |
| 3 | First Name _____ Middle _____ Last _____ Title _____  |
|   | Home Address _____ Street _____ City _____ State _____ Zip _____  |
|   | Date of Birth _____ Social Security Number _____ Home Phone Number _____ Own Rent _____ Monthly Housing Payment _____<br>( ) ( ) \$   |
|   | Gross Annual Salary (Income from alimony, child support or separate maintenance payments need not be revealed if you do not choose to have it considered by us as a basis for repayment.) _____ |

**DESIGNATED CARDHOLDERS** Attach a separate sheet for additional cardholders.

| First Name | Last  | E-mail | Cell Phone Number | Requested Credit Limit \$ |
|------------|-------|--------|-------------------|---------------------------|
| _____      | _____ | _____  | _____             | _____                     |
| _____      | _____ | _____  | _____             | _____                     |
| _____      | _____ | _____  | _____             | _____                     |
| _____      | _____ | _____  | _____             | _____                     |
| _____      | _____ | _____  | _____             | _____                     |

For questions, please contact your local branch or call 1-800-844-2723. Incomplete applications may result in a processing delay. Additional documentation may be required upon receipt of application.

**PLEASE SIGN BELOW**

By signing this Application, both I (we), in my (our) individual capacity, and the Company certify that I (we) have full authority to sign this Application and to thereby bind the Company and that all of the information on the Application is true and correct in all respects. I (We) and the Company hereby authorize Cadence Bank to obtain any information required concerning such certifications. I (We) and the Company also authorize Cadence Bank to check my (our) and the Company's credit (from credit reporting agencies and other sources) and employment history and to answer any questions about Cadence Bank's credit experience with me (us) and the Company. I (We) and the Company also authorize banks, credit unions, and other financial institutions to give information to Cadence Bank in connection with any and all financial transactions with such banks, credit unions and financial institutions. (The nature and scope of such inquiry will be available to the Company and to me (us) upon written request within a reasonable period of time.) The Company will be liable for all transactions made with all cards issued on the Company Account, and I (we) will also be liable pursuant to the Cardholder Agreement for all transactions made with my (our) card. To secure payment of the Company Account, the Company hereby gives V a security interest in any and all deposit accounts that the Company may now or hereafter have with Cadence Bank. The Company also agrees that any and all security interests securing any and all debts that the Company may now or hereafter owe to Cadence Bank shall also secure payment of the Company Account. The Company also agrees to be bound by the terms and conditions of the Cardholder Agreement which includes an Arbitration Provision.

**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. Please sign below.

1. SIGNATURE OF AUTHORIZING OFFICER \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

2. SIGNATURE OF AUTHORIZING OFFICER \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

3. SIGNATURE OF AUTHORIZING OFFICER \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

**PERSONAL GUARANTY AGREEMENT**

To induce Cadence Bank to establish a MasterCard BusinessCard account (the "Account") for the Company named on this application, the undersigned, whether one or more (jointly and severally, "Guarantor") and regardless of any percentage of ownership or interest in the Company, hereby absolutely, irrevocably and unconditionally guarantees to Cadence Bank the full and punctual payment of the entire balance at any time owing on the Account, including all finance charges, fees, reasonable attorney's fees and costs of collection and all other amounts due under any Cardholder Agreement applicable to the Account. Guarantor agrees that Cadence Bank may increase the credit limit of the Account and make changes of any sort whatsoever in the terms of the applicable Cardholder Agreement, all without in any way altering, affecting, limiting or lessening the liability of Guarantor under this guaranty and all without any notice to or consent from Guarantor. To secure payment of this guaranty, Guarantor hereby gives Cadence Bank a security interest in any and all deposit accounts that Guarantor may now or hereafter have with Cadence Bank. Guarantor also agrees that any and all security interests securing any and all debts that Guarantor may now or hereafter owe to Cadence Bank shall also secure payment of this guaranty. Guarantor also agrees to be bound by the terms and conditions of the Cardholder Agreement which includes an Arbitration Provision. Cadence Bank shall not be bound to exhaust its recourse against the Company or against other Guarantors, if any, before being entitled to payment from Guarantor. This guaranty shall apply to all transactions made on the Account, including all transactions about which Guarantor has no knowledge or to which Guarantor has not consented or which are made by any person other than Guarantor. The liability of Guarantor is in Guarantor's individual and personal capacity, and not in Guarantor's capacity as officer or other representative of the Company, and such individual and personal liability will not be discharged except by complete and final payment of the Account. This is a guaranty of payment and not merely of collection. This guaranty is a contract accepted in and made pursuant to the laws of the State of Mississippi without reference to conflict of laws principles and notwithstanding Guarantor's state of residence.

1. SIGNATURE OF GUARANTOR (individually) \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

2. SIGNATURE OF GUARANTOR (individually) \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

3. SIGNATURE OF GUARANTOR (individually) \_\_\_\_\_ X \_\_\_\_\_ Date \_\_\_\_\_

**SELECT YOUR PREFERRED PAYMENT OPTION**

The Consolidated Pay Option provides a single monthly billing statement at the company level. Transactions are aggregated by the individual account numbers on the combined statement.  The Individual Pay Option provides a separate monthly billing statement on each account, marked by the individual account numbers on the combined statement.

**YES! I WANT CADENCE BANK REWARDS! (SEE NEXT PAGE)**

The following persons are authorized to redeem Cadence Bank Rewards points

1. \_\_\_\_\_ 2. \_\_\_\_\_

SEE FOLLOWING PAGE FOR SPECIAL BENEFITS AND IMPORTANT CREDIT CARD TERMS

# Certification of Beneficial Owners of Legal Entities

The information contained in this Certification is sought pursuant to Section 1020.230 of Title 31 of the United States Code of Federal Regulations (31 CFR 1020.230).

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## Financial Institution

BancorpSouth Bank, a division of Cadence Bank  
PO Box 3370  
Tupelo, MS 38803

## I. GENERAL INSTRUCTIONS

### What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

### Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

### What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the **beneficial owners**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

**II. CERTIFICATION OF BENEFICIAL OWNER(S)**

Persons opening an account on behalf of a legal entity must provide the following information:

|  |   |
|--|---|
| <b>Full Name of Natural Person Opening Account:</b>                            | <b>Title of Natural Person Opening Account:</b> |
|  |   |
| <b>Name of Legal Entity for Which the Account is Being Opened:</b>             |   |
|  |   |
| <b>Type of Legal Entity:</b>   | <b>Legal Entity Identifier (Optional):</b>      |
|  |   |
| <b>Physical Address of Legal Entity for Which the Account is Being Opened:</b> |   |
|  |   |

Provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

| Full Name<br><i>(Beneficial Owner)</i> | Date of Birth | Address (Residential or Business Street Address, City, State & ZIP) | <i>For U.S. Persons: Social Security Number</i> | <i>For Non-U.S. Persons: Passport Number and country of issuance, Social Security Number, or other similar identification number<sup>1</sup></i>  |
|--|---------------|---|---|---|
|  |               |   |   | Number<br><input style="width:100%; height: 20px;" type="text"/><br>Country of Issuance<br><input style="width:100%; height: 20px;" type="text"/> |
|  |               |   |   | Number<br><input style="width:100%; height: 20px;" type="text"/><br>Country of Issuance<br><input style="width:100%; height: 20px;" type="text"/> |
|  |               |   |   | Number<br><input style="width:100%; height: 20px;" type="text"/><br>Country of Issuance<br><input style="width:100%; height: 20px;" type="text"/> |
|  |               |   |   | Number<br><input style="width:100%; height: 20px;" type="text"/><br>Country of Issuance<br><input style="width:100%; height: 20px;" type="text"/> |

If checked, Beneficial Owner listing requirement is Not Applicable.

**Provide the following information for one individual with significant responsibility for managing or directing the legal entity listed above, such as:**

- **An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or**
- **Any other individual who regularly performs similar functions.**

**(If appropriate, an individual listed under the ownership section above may also be listed in the section below).**

| Name/Title <i>(Person with Control)</i> | Date of Birth        | Address (Residential or Business Street Address, City, State & ZIP) | <i>For U.S. Persons: Social Security Number</i> | <i>For Non-U.S. Persons: Passport Number and country of issuance, Social Security Number, or other similar identification number<sup>1</sup></i> |
|---|----------------------|---|---|--|
| Full Name<br><input type="text"/>       | <input type="text"/> | <input type="text"/>  | <input type="text"/>                            | Number<br><input type="text"/>   |
| Title<br><input type="text"/>           |                      |   |   | Country of Issuance<br><input type="text"/>  |

<sup>1</sup>In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I,  (name of natural person opening account), hereby certify, to the best of my knowledge, that the information provided above is complete and correct. I further agree to notify BancorpSouth Bank, a division of Cadence Bank, if there are any changes to this information.

Date

## **ADDENDUM: FREQUENTLY ASKED QUESTIONS**

### **Why do I have to obtain information about the owners of my organization?**

The federal government issued regulations requiring that all financial institutions collect and verify specific information about the owners of organizations such as corporations, partnerships and limited liability companies before opening any deposit, lending or safe deposit account.

If you want to open such an account, someone must sign a Certificate detailing the names, addresses, birth dates and identifying numbers (e.g., Social Security Numbers) for any owners of 25% or more of the organization, as well as information identifying one person who controls the organization. You may need to gather the required information and provide the properly completed and signed form along with copies of any verifying documents (such as copies of drivers' licenses) to the financial institution.

The information on this Certification is in addition to other information required separately for other purposes.

### **What does signing the Certification mean?**

The person signing the Certification is formally stating that, to the best of his/her knowledge, the information on the form is complete and correct. It should be signed by someone who can do so on behalf of your organization.

### **What if no one owns 25% or more of the organization?**

If no owners have 25% or more ownership -- for example, because all own smaller percentages or because it is a nonprofit organization with no individual owners -- then you will only need to certify the information identifying one person who controls or manages the organization (the section just before the certifying signature).

### **Are there examples of how the "Ownership" section should be completed in different circumstances?**

First, note that the information must always be information about people -- natural persons -- and not any related organizations. If another organization is the owner, then information on the individuals who own that other organization must be provided.

1. If there are four individual owners, each owning 25%, then information on all four owners should be entered in the "Ownership" section.
2. If there are two 40% owners and one 20% owner, then information on the two 40% owners should be entered in the "Ownership" section (and no information identifying the 20% owner).
3. If there are five 20% owners, then no information is provided in the "Ownership" section, but you should select the option stating that the "Beneficial Owner listing requirement is Not Applicable."
4. If your organization is a nonprofit entity without any individual owners, then no information is provided in the "Ownership" section, but you should select the option stating that the "Beneficial Owner listing requirement is Not Applicable."

In ALL of the above circumstances, the information identifying one person having control of the entity must be entered in the "Control" section of the form (the section just before the certifying signature).

### **Will this information be kept confidential?**

Yes, financial institutions are subject to privacy and information security laws covering this information.

### **Does this Certification need to be provided just once?**

No, the Certification is required every time a new loan, deposit account or safe deposit relationship is established. The requirement does not apply to single transactions (check-cashing, wire transfers, purchases of money orders, etc.), nor does it apply to an account for an employee benefit plan established under ERISA.

**RESOLUTION AUTHORIZING INDEBTEDNESS AND SECURITY**

TO: Cadence Bank

Name and Address of Borrower (the "Organization"):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Federal Tax I.D. Number: \_\_\_\_\_

Date: \_\_\_\_\_

**Type of Organization:**

- Sole Proprietorship
- Corporation
- Partnership
- Limited Partnership
- Limited Liability Company
- Unincorporated Religious Society
- Unincorporated Association
- Other: \_\_\_\_\_

**Governing Body:**

- Owner
- Board of Directors
- General Partners
- General and Silent Partners
- Members and/or Managers
- Board of Trustees, Deacons or Elders
- Other: \_\_\_\_\_

**I/we hereby certify** that the following resolutions were unanimously adopted, approved, and confirmed by the Organization at a meeting of the Governing Body held on the date set forth above, which was duly noticed and attended by a quorum of such persons, or conducted pursuant to a waiver of notice and unanimous consent to action in lieu thereof;

**RESOLVED**, that the Organization obtain from the Lender, from time to time, such loans, credits, and advances as, in the judgment of the person(s) hereinafter authorized, the Organization may require;

**RESOLVED**, that any one (1) of the following persons is hereby authorized to act as "Authorized Representative" for the Organization:

| Name  | Title | Specimen Signature |
|-------|-------|--------------------|
| _____ | _____ | _____              |
| _____ | _____ | _____              |
| _____ | _____ | _____              |

and, in their stead, the respective successors thereof (whether one or more, the "Authorized Representatives") are now and hereafter authorized for and in the name of the Organization, from time to time, (1) to execute and deliver notes, loan agreements, leases, and other instruments evidencing indebtedness to the Lender (including without limitations, renewals, extensions, and amendments relating to such instruments or indebtedness) and to convey, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise hypothecate and deliver by such instruments as the Lender deems necessary, any property of the Organization, including real and personal property and chooses in action, required by the Lender to secure the payment thereof; (2) to discount with, assign or sell to the Lender, conditional sales contract, notes,

acceptances, drafts, receivables, leases and other indebtedness payable to the Organization, upon such terms as the Lender may agree upon, and to endorse in the name of the organization all documents or instruments relating to such indebtedness so discounted, assigned or sold, and to guarantee payment thereof to the Lender; (3) to guarantee the indebtedness of any third-party to the Lender, and to convey, assign, transfer, pledge, mortgage, grant a security interest in, or otherwise hypothecate and deliver by such instruments as the Lender deems necessary, any property of the Organization, including real and personal property and chooses in action, required by the Lender to secure the payment thereof; and (4) to perform all acts and execute and deliver all documents and instruments deemed necessary to carry out the purposes of this resolution.

**RESOLVED**, that any one of the Authorized Representatives be and is now and hereafter authorized for and in the name of the Organization from time to time, to request draws and advances in connection with any indebtedness of the Organization to the Lender pursuant to this resolution.

**RESOLVED**, that these resolutions will continue in full force and effect and shall remain irrevocable as far as the Lender is concerned until the Lender is notified in writing of their modification or rescission, which shall have prospective effect only;

**RESOLVED**, that these resolutions are expressly not exclusive of others who may act for and in the name of the Organization and upon whom the Lender may reasonably rely;

**RESOLVED**, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions are hereby ratified and approved; and

**RESOLVED**, that any officer of the Organization or any member of the Governing Body is authorized to certify these resolutions, which supersede all resolutions of like tenor previously furnished to the Lender, and to provide written notice of the Lender in the event these resolutions are hereafter modified or rescinded; and

**I/we further certify** that I am a person authorized to make the certifications herein and that the foregoing is a complete and correct copy of the resolutions duly adopted by the Organization and affirmatively appearing in the permanent records of the Organization.

**I/we further certify** that there is no provision within the articles or incorporation, the by-laws, the articles of organization, the operating agreement, the partnership agreement, the statement of partnership, or other governing documents of the Organization, whichever of the foregoing instruments is applicable, that either restricts the passing of the foregoing resolutions or prevents me from executing this certification, and that these acts were and are duly approved and authorized in conformity with the governing documents and applicable law.

**I/we further certify** that the foregoing resolutions (i) have not been modified, amended or rescinded, (ii) are in full force and effect, and (iii) are binding upon the Organization.

**I/we further certify** that the Organization is duly organized, validly existing and in good standing under the laws governing its creation and existence, and is duly registered in all states in which it does business.

**For Sole Proprietorships:**

As used in this resolution, "I", "organization", "member", and/or "governing body" means the owner of the sole proprietorship designated on page one as the Borrower. I warrant that I am the sole owner of the business whose trade name is designated on this resolution. If any other parties acquire an ownership interest in the business (for example if I were to include a partner in ownership or if I were to incorporate), or if the ownership is changed in any way and I do not notify the Lender of that fact, I will remain fully liable personally in accordance with the terms of this resolution and any other agreements that I have signed. In consideration of the Lender's acceptance of this resolution and any loans, credits, and advances, that I sign in my name as owner, that are styled in the designated trade name, or by those authorized on page one as authorized signer, I agree to the terms hereof.

In witness whereof I have subscribed my name to this document on \_\_\_\_\_ (date).

\_\_\_\_\_  
Individual Signature

D/B/A \_\_\_\_\_  
(Trade Name)

**For Corporations:**

In witness whereof, I have subscribed my name to this document on \_\_\_\_\_ (date)

\_\_\_\_\_  
Signature Title

**For Partnerships:**

In witness whereof, I have subscribed my name to this document on \_\_\_\_\_ (date)

\_\_\_\_\_  
Signature Signature Signature

\_\_\_\_\_  
Signature Signature Signature

**For Limited Partnerships:**

In witness whereof, the undersigned General Partner has subscribed his/her/its name to this document on \_\_\_\_\_ (date)

\_\_\_\_\_, General Partner  
Signature



**For Limited Liability Company:**

In witness whereof, I/we have subscribed my/our name(s) to this document on \_\_\_\_\_ (date).

\_\_\_\_\_, Manager  
Signature

or if no Manager, then the Members:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

**For Unincorporated Religious Society:**

In witness whereof, I/we have subscribed my/our name(s) to this document on \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**For Unincorporated Association and Others:**

In witness whereof, I/we have subscribed my/our name(s) to this document on \_\_\_\_\_ (date).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title