

Insured Bank Deposits™ Program Information Statement

This document contains important information about the Insured Bank Deposits program ("IBD") offered through Wintrust Investments, LLC ("Wintrust Investments"). If you have any questions or need additional information, please contact your Wintrust Investments Financial Professional.

Introduction

Upon enrollment of your Wintrust Investments brokerage account or fee-based advisory account, (each an "Account") in IBD, available cash balances from that Account will automatically be deposited, or "sweep," into one or more interest-bearing, bank deposit accounts (each such account a "Bank Deposit Account") established for your benefit in the name of Wintrust Investments' clearing agent, Wells Fargo Clearing Services, LLC ("WFCS"), at banks affiliated with Wintrust Investments ("Program Banks") that are insured by the Federal Deposit Insurance Corporation ("FDIC"). If you have more than one Account at Wintrust Investments enrolled in IBD, you will have separate Bank Deposit Account(s) at the Program Banks for each such Account. All transactions involving your Bank Deposit Account must be made through Wintrust Investments.

To ensure you have adequate coverage under the FDIC, please carefully review the "Insurance Information" section below, especially if you have other accounts established at any of the IBD Program Banks.

You can get publicly available financial information concerning any or all of the Program Banks at ffiec.gov/nicpubweb/nicweb/SearchForm.aspx or by contacting the FDIC Public Information Center by mail at 801 17th Street, N.W., Room 100, Washington, D.C. 20434 or by phone at 877-275-3342. **Deposits in your Bank Deposit Accounts are obligations of the respective Program Banks in which such deposits are held. Wintrust Investments, WFCS, or any of their corporate affiliates do not guarantee in any way the financial condition of any Program Bank or the accuracy of any publicly available financial information concerning a Program Bank, nor are they responsible for any insured or uninsured portion of any deposit with any Program Bank.**

Relationship with Wintrust Investments and WFCS

Wintrust Investments is a wholly-owned broker-dealer/investment adviser subsidiary of Wintrust Bank, N.A. All Program Banks, including Wintrust Bank N.A., are subsidiaries of Wintrust Financial Corporation, a bank holding company. Insured Bank Deposit Accounts are held by the respective Program Banks, not by Wintrust Investments, and therefore any cash balances transferred from your Wintrust Investments Account to a Bank Deposit Account at a Program Bank are not covered by the Securities Investor Protection Corporation ("SIPC"), which only protects (within limits) securities and cash held within your Account. Cash balances in Bank Deposit Accounts are insured by the FDIC up to \$250,000 per Program Bank, subject to the combined total of all your deposits at a specific bank, including those held outside your IBD Bank Deposit Accounts.

WFCS is Wintrust Investments' clearing agent and acts as agent for Wintrust Investments' clients for their deposits with each Program Bank. The separate Bank Deposit Account(s) that WFCS establishes on your behalf will be evidenced by a book entry on the account records of each such Program Bank. No evidence of ownership, such as a passbook or certificate, will be issued to you. Accordingly, all transactions involving your Bank Deposit Accounts must be made through Wintrust Investments.

Wintrust Investments may, in its sole discretion and without notice, terminate your use of IBD. Each of the Program Banks may terminate, in their sole discretion and without notice, your Bank Deposit Account maintained through IBD. If Wintrust Investments and WFCS do not wish to continue to act as your agents with respect to your Bank Deposit Accounts, you may deal directly with the Program Bank, subject to its rules with respect to maintaining direct bank accounts. Similarly, if you decide that you no longer wish to have Wintrust Investments and WFCS act as your agents with respect to the accounts established for you at the Program Banks, you may establish a direct relationship with any of the Program Banks, subject to their rules with respect to maintaining such accounts, by requesting a withdrawal of funds from Wintrust Investments and depositing these funds into a separate account established in your name and outside of your Account.

WFCS will send you a Form 1099-INT for each calendar year, showing the amount of interest you have earned in your Bank Deposit Account(s).

Benefits to Wintrust Investments, its affiliate Program Banks and WFCS

Wintrust Investments and its affiliates receive fees and benefits for services provided in connection with the IBD program, and therefore have a conflict of interest when we make available sweep vehicles that are more profitable to us than other unaffiliated bank deposit accounts or money market funds.

Wintrust Investments will receive a fee directly from the Program Banks for each Account that has funds swept to one or more Program Banks as part of the IBD program. Because of this fee, we have a financial incentive to offer the IBD program as our default cash sweep option. The fee is currently \$25 per Account per Program Bank. This fee is subject to change to a maximum of \$40 per Account and Wintrust Investments may waive all or part of this fee. Your Financial Professional does not receive any portion of the fee. However, when you have an advisory account with us, your Financial Professional is compensated based on total assets in your account(s), including any cash held in Bank Deposit Accounts through the IBD program.

A portion of this fee goes to WFCS for 1099 reporting, statement issuance, and other services provided in connection with IBD. Other than applicable fees imposed by Wintrust Investments on an Account, there will be no charge, fee, or commission imposed on your Account as a result of, or in connection with, IBD.

Wintrust Investments, the Program Banks and their affiliates may receive other financial benefits in connection with the IBD program.

As with other depository institutions, the Program Banks' profitability is determined in large part by the difference or "spread" between the interest they pay on deposit accounts, such as IBD, and the interest or other income they earn on loans, investments and other assets. The Program Banks' participation in IBD increases their respective deposits and, accordingly, may increase their overall profits. The use of IBD as our default cash sweep option creates a conflict of interest because, as discussed above, we receive a fixed payment from the Program Banks for each deposit account opened, and because the Program Banks benefit from holding the cash deposits. You may be able to earn higher rates by investing your un-invested cash balances in other, non-affiliated, money market options. Your Financial Professional can tell you more about other available alternatives.

Differences between Bank Deposit Accounts and Money Market Mutual Funds

A Bank Deposit Account is a deposit at a Program Bank. Each Program Bank is regulated by the Office of the Comptroller of the Currency under various federal banking laws and regulations or the regulatory authorities of the state in which the Program Bank is chartered under the laws and regulations of each respective state. As discussed above, FDIC insurance protects up to a maximum of \$250,000 of each client's aggregate deposits at each Program Bank, including but not limited to any amounts deposited through IBD.

Money market mutual funds ("Money Funds"), which from time to time may also be available as sweep options, are registered with the Securities and Exchange Commission pursuant to the Investment Company Act of 1940. Money Funds are not insured, but purchase high quality, short-term securities and other financial instruments in seeking to maintain their net asset value of one dollar per share. There is no guarantee that this net asset value per share will always be maintained, and you may lose money by investing in Money Funds.

Money Funds seek to achieve the highest rate of return (less fees and expenses) consistent with prudence and their investment objectives, which can be found in a fund's prospectus. If your sweep vehicle is a Money Fund, as available, then your account, as well as other shareholders of the Money Fund, will bear a proportionate share of the other expenses of the Money Fund in which the account's assets are invested. When your cash is swept into a Money Fund, you understand that Wintrust Investments and WFCS may receive compensation in connection with the operation and/or sale of shares of the Money Fund, which may include a distribution fee pursuant to Rule 12b-1 under the Investment Company Act of 1940, to the extent permitted by applicable law. You understand that unless you own a retirement account, the fee will not be reduced by the amount of the Money Fund management fee or any shareholder servicing and/or distribution or other fees that WFCS or we or our affiliates may receive in connection with the assets invested in the Money Fund. For additional information about any Money Fund and applicable fees, you should refer to its prospectus.

Some trust accounts and other accounts that you manage for others may require that you keep cash in fully FDIC-insured bank deposits or investments backed by U.S. government securities. In such cases, IBD may not be a suitable investment for your account.

Allocation of Deposits Among Program Banks

WFCS, acting as your agent, will deposit your funds into a clearing account in one of the Program Banks (the "Clearing Bank"). Initially, the Clearing Bank shall be Wintrust Bank, a program bank. From time to time, Wintrust Investments may designate any of the Program Banks to serve as the Clearing Bank. The Clearing Bank shall allocate your deposits to any eligible Program Bank according to an order of priority established from time to time by the Clearing Bank. Once funds in your Bank Deposit Account at any Program Bank reach \$250,000, any additional funds will be deposited into a Bank Deposit Account at the next Program Bank following the then-current order of priority. This allocation process continues until you have deposited the maximum allowed for each Program Bank.

In the event that you have deposits of \$250,000 through IBD in each of the available Program Banks, your excess funds will be deposited in Wintrust Bank and typically will not be insured under the FDIC, or your Financial Professional may suggest another appropriate investment. **Since the FDIC insurance limit of \$250,000 per depositor at each bank includes all accounts you may have at any individual bank (and not just IBD Bank Deposit Accounts), it is your responsibility to monitor your Bank Deposit Accounts in order for you to determine the extent of insurance coverage available to you on your Bank Deposit Accounts.**

You may at any time designate a Program Bank as ineligible to receive your funds. This may be accomplished at the time of your initial deposit into IBD, or at any other time, by contacting your Financial Professional. At any time you may withdraw your funds from a Program Bank or close your account with a Program Bank, unless the Program Banks have exercised their right to require seven days' prior notice in which case you must wait seven days to close your account.

The list of eligible banks can be obtained from your Financial Professional and will be furnished to you at the time your Account is enrolled in IBD. Periodically, the list of eligible Program Banks may be changed. A Program Bank may be added, one or more of the Program Banks included on the list may be replaced with a bank not previously included on the list or a Program Bank may be removed from the list. You will receive written notification from Wintrust Investments in advance of such changes and have the opportunity to designate a Program Bank as ineligible to receive your deposits before any funds are deposited into a new Program Bank.

If a Program Bank in which you have funds deposited no longer wishes to participate in IBD, you will be notified by Wintrust Investments and your funds will be transferred to the first available Program Bank on the list of eligible banks.

Information about maintaining a direct depository relationship with the Program Banks is discussed below under "Relationship with Wintrust Investments and WFCS."

Interest

For an Account enrolled in IBD, the interest rate you receive will be based upon the aggregate cash balance in the Bank Deposit Accounts for that specific Account. In other words, interest rates are tiered. The interest rate tiers are as follows:

Aggregate Bank Deposit Accounts' Cash Balance	Tier Level
\$4,999.99 and Under	1
\$5,000.00 – \$24,999.99	2
\$25,000.00 – \$99,999.99	3
\$100,000.00 – \$499,999.99	4
\$500,000.00 and Over	5
Bank Deposit Accounts' Cash Balances from Fee Based	5

1. Bank Deposit Accounts related to any other Account that you may have at Wintrust Investments, are not aggregated for the purpose of determining tier levels.

2. Examples of Fee Based Advisory Accounts include all managed accounts through Wintrust Investments, Great Lakes Advisors, LLC and all fee based programs offered through Wintrust Investments' relationship with Wells Fargo Clearing Services, LLC.

Fee based advisory accounts' cash balances in IBD automatically qualify for interest rate tier 5. The applicable interest rate tier for each account enrolled in IBD is determined daily. Interest rate tier levels may be changed at any time. Please note that if you have more than one Account enrolled in IBD, each Account's IBD cash balance will have its own tier level.

Each of the Program Banks will pay the same interest rate, per tier, on Bank Deposit Accounts. Interest is accrued daily, compounded monthly and credited to your account monthly. Interest begins to accrue on the date of deposit in the Program Bank, up to, but not including, the date of withdrawal. Interest accrues from the 21st of each month to the 20th of the following month ("Interest Period"). If the 20th falls on a non-business day or the last business day of the week, the interest payment will include accrued interest up until the start of the next business day. The daily balance method is used to calculate the interest on a Bank Deposit Account. This method applies a daily periodic interest rate to the deposits in a Bank Deposit Account. The daily rate is 1/365 (or 1/366 in a leap year) of the interest rate.

The interest rate applicable to each tier will be established each month. Rates may vary and are impacted by several factors, including prevailing economic, market and other business conditions. Interest rates under the IBD are established periodically by the Program Banks, which may seek to pay as low a rate as possible consistent with their views of prevailing market and business conditions. Over any given period, the rates of return paid on Bank Deposit Accounts may be lower than the rates of return available to depositors making deposits directly with the Program Banks or other depository institutions in comparable accounts, or for investments in money market funds and other cash equivalent investments available through Wintrust Investments. Wintrust Investments has no obligation to ensure you receive a particular rate or the highest rate available. The Program Banks do not have a duty to offer the highest rates available or rates that are comparable to money market mutual funds. Retirement and other benefit plan accounts will be paid a reasonable rate consistent with applicable legal and regulatory requirements.

Current interest rate and interest rate tier information is available by contacting your Financial Professional, the IBD customer service representative, or online at wintrustwealth.com/disclosures. All interest distributions are taxable and are reported to the Internal Revenue Service by WFCS on Form 1099 INT.

You may elect not to participate in the IBD program. You should compare the terms, rates of return, required minimum amounts, charges, and other features of IBD with other accounts and alternative investments. Alternative investments may not be FDIC insured. IBD Bank Deposit Accounts are not intended for long-term investments, and their yields may be lower than those of similar investments or deposit accounts offered outside of the IBD program. If you desire to maintain cash balances for other than a short-term period and/or are seeking the highest yields currently available, please contact your Financial Professional for investment options that may be available outside of the IBD program to help maximize your return potential consistent with your investment objectives, liquidity needs and risk tolerance.

Deposits

Funds will be deposited into your Bank Deposit Account under the following circumstances: (i) in the case of available cash balances resulting from the proceeds of securities sales, on the settlement date of the securities sale; and (ii) in the case of available cash balances resulting from non-trade-related credits (e.g., the receipt of dividend or interest payments or a deposit in the Account), on the business day after receipt by Wintrust Investments or WFCS of the non-trade-related credit. Funds so deposited will begin earning interest and included in the aggregate cash balance on the business day after the deposit order is placed.

Withdrawals

Your Bank Deposit Accounts will automatically be debited as necessary to satisfy obligations arising in connection with the Account, including administrative and other fees, amounts necessary to satisfy applicable credit requirements, and charges in connection with a margin account. The Bank Deposit Accounts will also be debited as necessary in connection with certain account activity and services, including, but not limited to, securities transactions, preauthorized electronic transfers, automated payments, checks, or debits from using the linked credit cards. Your Account will be scanned automatically for debits each day.

Debit balances in your Account will be satisfied automatically: (i) from available cash balances in the Account; (ii) through the withdrawal of funds from the Bank Deposit Accounts; (iii) through the redemption at net

asset value of shares in any Money Funds; and (iv) where applicable, from margin loans. WFCS, as your agent, will make all withdrawals from your Bank Deposit Accounts as necessary to satisfy debits in your Account.

Funds will first be withdrawn from the Bank Deposit Account at the Program Bank in which your balance is less than \$250,000. Once your funds in any Bank Deposit Account reach zero dollars, any additional funds will be withdrawn from your Bank Deposit Account at the next Program Bank following the then current order of priority. This process continues until you have withdrawn all your funds from the Program Banks.

Federal banking regulations require the Program Banks to reserve the right to require seven days' prior notice before permitting a withdrawal of funds out of the Bank Deposit Accounts. The Program Banks have indicated that they presently have no intention of exercising this right.

Information about your Bank Deposit Account

Activity with respect to your Bank Deposit Accounts will appear only on your periodic Account statement. For each statement period, your Account statement will reflect:

- The opening and closing balances of your Bank Deposit Accounts
- Interest earned on Bank Deposit Account balances
- The detail of balances held in your Bank Deposit Accounts at each Program Bank

You may obtain information about your Bank Deposit Accounts, including balances, activity, current interest rates, and current interest tiers, by calling your Wintrust Investments Financial Professional.

Certain Clients and Accounts Are Ineligible

Pursuant to federal law, a Bank Deposit Account is available only to individuals, certain non-profit organizations, and to certain fiduciaries and trusts, provided that the beneficiaries are individuals or otherwise eligible. Accordingly, accounts in the name of business entities including corporations, limited liability corporations, and partnerships may not be eligible for a Bank Deposit Account. Certain non-profit corporations also may not be eligible. Please notify your Financial Professional of any possible eligibility problems that may arise from participation in IBD.

Insurance Information

FDIC Insurance – General Information

The Bank Deposit Accounts of the Program Banks are insured by the FDIC, an independent agency of the U.S. government, to a maximum amount of \$250,000 (including principal and accrued interest) when aggregated with all other deposits you hold in the same capacity at the same Program Bank. Your funds become eligible for deposit insurance immediately upon placement in a Bank Deposit Account. Any deposits (including certificates of deposit ("CDs") that you maintain directly with a Program Bank, or through an intermediary (such as Wintrust Investments or another broker), in the same capacity, will be aggregated with your Bank Deposit Accounts at that Program Bank for purposes of the \$250,000 limit.

In the event a Program Bank fails, the Bank Deposit Accounts are insured, up to the \$250,000 limit, for principal and interest accrued to the day the Program Bank is closed. You are responsible for monitoring the total amount of deposits that you have with one Program Bank in order to determine the extent of deposit insurance coverage available to you. Wintrust Investments or WFCS are not responsible for any insured or uninsured portion of a Bank Deposit Account.

In the event that federal deposit insurance payments become necessary, payments of principal plus unpaid and accrued interest will be made to you by the FDIC. There is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC and the Program Banks before insurance payments are made. For example, if you hold deposits as trustee for the benefit of trust participants, you may be required to furnish affidavits and provide indemnities regarding an insurance payment.

If your Bank Deposit Account or other deposits at a Program Bank are assumed by another depository institution pursuant to a merger or consolidation, such deposit(s) will continue to be separately insured from the deposits that you might have established with the acquirer until (i) the maturity date of the CDs or other time deposits which were assumed; or (ii) with respect to deposits which are not time deposits, the expiration of a six-month period from the date of the acquisition. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquirer held in the same capacity for purposes of federal deposit insurance. Any Bank Deposit Account opened with the acquirer after the acquisition will be aggregated with deposits established with the acquirer for purposes of federal deposit insurance.

The application of the \$250,000 federal deposit insurance limitation is illustrated by several common factual situations discussed below.

Individual Customer Accounts

Funds owned by an individual and held in an account in the name of an agent or nominee of such individual (such as the Bank Deposit Accounts held through Wintrust Investments) are not treated as owned by the agent or nominee, but are added to other deposits of such individual held in the same legal ownership category (including funds held in a sole proprietorship) and are insured up to \$250,000 in the aggregate.

Custodial Accounts

Funds in accounts held by a custodian (for example, under the Uniform Gifts to Minors Act or the Uniform Transfers to Minors Act) are not treated as owned by the custodian, but are added to other deposits of the minor or other beneficiary held in the same legal ownership category and are insured up to \$250,000 in the aggregate.

Corporate, Partnership, and Unincorporated Association Accounts

Funds in accounts owned by corporations (including Subchapter S corporations), partnerships, and unincorporated associations, operated for a purpose other than to increase deposit insurance, are added together with other deposits owned by such corporation, partnership, and unincorporated association, respectively, and are insured up to \$250,000 in the aggregate.

Joint Accounts

An individual's interest in funds in all accounts held under any form of joint ownership valid under applicable state law may be insured up to \$250,000 in the aggregate, separately and in addition to the \$250,000 allowed on other deposits individually owned by any of the co-owners of such accounts (hereinafter referred to as a "Joint Account"). For example, a Joint Account owned by two persons would be eligible for insurance coverage of up to \$500,000 (\$250,000 for each person), subject to aggregation with each owner's interests in other Joint Accounts at the same depository institution. Joint Accounts will be insured separately from individually owned accounts only if each of the co-owners is an individual person and has a right of withdrawal on the same basis as the other co-owners.

Revocable Trust Accounts, General Rule

Funds held in an account in which the owner evidences an intent that at his or her death the funds shall belong to one or more individuals (frequently referred to as a "payable upon death" account) or other type of revocable trust account (as determined under applicable state law) will be aggregated with other funds of the owner held in an individual capacity at the Program Bank and insured up to a maximum of \$250,000.

Special Rule

Revocable trust accounts will be insured as to each named beneficiary, separately from another account of the owner or the beneficiary, provided that: (i) Wintrust Investments' account records evidence an intention that upon the death of the owner the funds will belong to the owner's spouse, or to one or more parents, siblings, children, or grandchildren; and (ii) the beneficiaries of the revocable trust are specifically named in Wintrust Investments' account records. However, a revocable trust account established by a husband and wife that names the husband and wife as sole beneficiaries will be treated as a joint account, and will be aggregated with other joint accounts subject to the rules described above under "Joint Accounts."

Irrevocable Trust Accounts

Funds in an account established pursuant to one or more irrevocable trust agreements created by the same grantor (as determined under applicable state law) will be insured up to \$250,000 for the interest of each beneficiary provided

that the beneficiary's interest in the account is non-contingent (i.e., capable of determination without evaluation of contingencies). The deposit insurance of each beneficiary's interest is separate from the coverage provided for other accounts maintained by the beneficiary, the grantor, the trustee, or other beneficiaries. The interest of a beneficiary in irrevocable trust accounts at a depository institution created by the same grantor will be aggregated and insured up to \$250,000.

Treatment of Accounts Upon Death of Owner

Under certain circumstances, if you become the owner of deposits at a Program Bank because another depositor dies, beginning six months after the death of the depositor the FDIC will aggregate those deposits for purposes of the \$250,000 limit with any other deposits that you own in the same capacity at the Program Bank. Examples of accounts that may be subject to this FDIC policy include joint accounts, "payable on death" accounts, and certain trust accounts. The FDIC provides the six-month "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

Deposit Insurance for Deposits Placed by Retirement Plans and Accounts

Retirement Plans and Accounts – Generally

You may have interests in various retirement plans and accounts that have placed deposits in accounts at Program Banks. The amount of deposit insurance you will be entitled to, including whether the deposits held by the retirement plan or account will be considered separately or aggregated with the deposits of the same Program Bank held by other retirement plans or accounts, will vary depending on the type of retirement plan or account. It is therefore important to understand the type of retirement plan or account holding the deposits. The following sections entitled "Individual Retirement Accounts," "Pass-Through Deposit Insurance for Employee Benefit Plan Deposits," and "Aggregation of Plan and Account Deposits" generally discuss the rules that apply to such deposits of retirement plans and accounts.

Individual Retirement Accounts

The deposits at one Program Bank placed in an IRA will be aggregated with the deposits at the same Program Bank held by certain employee benefit plans in which the owner of the IRA has an interest. (See "Aggregation of Plan and Account Deposits.") The owner of an IRA will be entitled to FDIC insurance of \$250,000 for deposits at the same Program Bank held in retirement plans and accounts that are subject to aggregation.

Pass-Through Deposit Insurance for Employee Benefit Plan Deposits

Subject to the limitations discussed below, under FDIC regulations an individual's non-contingent interests of up to \$250,000 in the deposits of one Program Bank held by many types of plans are eligible for insurance on a "pass-through" basis. This means that instead of an employee benefit plan's deposits at one Program Bank being entitled to only \$250,000 of insurance in total per Program Bank, each participant in the employee benefit plan is entitled to insurance of his or her interest in the employee benefit plan's deposits of up to \$250,000 per Program Bank (subject to the aggregation of the participant's interests in different plans, as discussed below). The pass-through insurance provided to an individual as an employee benefit plan participant is in addition to the \$250,000 deposit insurance allowed on other deposits held by an individual with the Program Bank.

A deposit held by an employee benefit plan eligible for pass-through insurance is not insured for an amount equal to the number of plan participants multiplied by \$250,000. For example, an employee benefit plan owns \$500,000 in deposits at one Program Bank. The employee benefit plan has two participants, one with a vested non-contingent interest of \$300,000 and one with a vested non-contingent interest of \$170,000. In this case, the employee benefit plan's deposits would be insured up to only \$420,000; the individual with the \$300,000 interest would be insured up to the \$250,000 limit and the individual with the \$170,000 interest would be insured to the full value of such interest.

The contingent interests of employees in an employee benefit plan and overfunded amounts attributed to any employee benefit plan are not insured on a pass-through basis. Contingent interests of an employee in an employee benefit plan deposit are interests that are not capable of evaluation in accordance with FDIC rules, and are aggregated and insured up to \$250,000. Similarly, overfunded amounts are insured, in the aggregate for all participants, up to \$250,000 separately from the insurance provided for any other funds owned by or attributable to the employer or an employee benefit plan participant.

Under federal law, whether an employee benefit plan deposit is entitled to pass-through deposit insurance coverage is based, in part, on (i) the type of employee benefit plan involved; and (ii) the capital status of the Program Bank at the time each deposit is made. These factors are discussed in detail below.

Types of Employee Benefit Plans

The types of retirement plans for which deposits may receive pass-through treatment are employee benefit plans, as defined in section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) (including “Keogh Plans” of owner-employees described in section 401(d) of the Internal Revenue Code of 1986, as amended, whether or not they are technically “employee benefit plans” under ERISA) (“ERISA Plans”) and deferred compensation plans for certain employees of state or local governments or tax-exempt organizations (“Section 457 Plans”). (Collectively, ERISA Plans and Section 457 Plans are referred to herein as “Plans.”) Plans eligible for pass-through treatment include a tax-qualified pension, profit-sharing or stock bonus plan, a governmental plan, or a church plan.

Capital Status of the Program Banks

Pass-through coverage is not provided if, at the time a Plan deposit is accepted by a Program Bank, the Program Bank may not accept brokered deposits (i.e., deposits such as the deposits placed through IBD that are placed by an intermediary) under the applicable provisions of the Federal Deposit Insurance Act as amended (“FDI Act”). In general, whether a Program Bank may accept brokered deposits depends upon the Program Bank’s capital level. The federal banking regulators have established categories to reflect an institution’s capital level. If an institution’s capital category is either “well capitalized,” or is “adequately capitalized” and the institution has received the necessary brokered deposit waiver from the FDIC, then the institution may accept brokered deposits. If an institution is either “adequately capitalized” without a waiver from the FDIC or is in a capital category below “adequately capitalized,” then the institution may not accept brokered deposits.

The FDI Act and FDIC regulations provide an exception from this general rule on the availability of pass-through insurance coverage for employee benefit plan deposits when, although an institution is not permitted to accept brokered deposits, the institution is “adequately capitalized” and the depositor received a written statement from the institution indicating that such deposits are eligible for insurance coverage on a pass-through basis.

Written Statement

In order to assist Plans in determining the availability of pass-through deposit insurance, FDIC regulations require an institution to provide a written statement to persons administering or managing a Plan that includes both the institution’s capital category and a representation regarding the availability of pass-through deposit insurance. The written statement is made available to Wintrust Investments by the Program Banks at the time the deposits are made.

In the event that a Program Bank fails, the FDIC could elect to deny pass-through deposit insurance for Plan deposits if the representations of a Program Bank were false at the time the Plan deposit was made. If the requirements for pass-through deposit insurance are not met, coverage will be limited to \$250,000 per Plan, rather than per Plan participant. If a denial of pass-through treatment would be significant for a Plan, the Plan may wish to limit its deposits in one Program Bank to \$250,000.

Aggregation of Plan and Account Deposits

Under FDIC regulations, an individual’s interests in Plans maintained by the same employer or employee organization (e.g., a union) which are holding deposits of the same institution will be insured for \$250,000 in the aggregate. In addition, under FDIC regulations an individual’s interest in the deposits of one institution held by (i) IRAs; (ii) Section 457 Plans; (iii) self-directed Keogh Plans; and (iv) self-directed defined contribution plans will be insured for \$250,000 in the aggregate whether or not maintained by the same employer or employee organization.

Questions about FDIC Deposit Insurance Coverage

If you have questions about basic FDIC insurance coverage, please contact your Financial Professional. You may wish to seek advice from your own attorney concerning FDIC insurance coverage of deposits held in more than one legal ownership category. You may also obtain information by contacting the FDIC, Office of Consumer Affairs, by letter (550 17th Street, N.W., Washington, D.C. 20429), by phone (877-275-3342, 800925-4618 (TDD)), or by email (dcainternet@fdic.gov) or by accessing the FDIC website at fdic.gov.

Insured Bank Deposits™ Program (“IBD”)

List of Eligible Program Banks - Effective January 2020

Barrington Bank & Trust Company, N.A., Barrington, IL
Beverly Bank & Trust Company, N.A., Chicago, IL
Crystal Lake Bank & Trust Company, N.A., Crystal Lake, IL
Hinsdale Bank & Trust Company, N.A., Hinsdale, IL
Lake Forest Bank & Trust Company, N.A., Lake Forest, IL
Libertyville Bank & Trust Company, N.A., Libertyville, IL
Northbrook Bank & Trust Company, N.A., Northbrook, IL
Old Plank Trail Community Bank, N.A., New Lenox, IL
Schaumburg Bank & Trust Company, N.A., Schaumburg, IL
St. Charles Bank & Trust Company, N.A., St. Charles, IL
State Bank of the Lakes, N.A., Antioch, IL
Town Bank, N.A., Delafield, WI
Village Bank & Trust, N.A., Arlington Heights, IL
Wheaton Bank & Trust Company, N.A., Wheaton, IL
Wintrust Bank, N.A., Wilmette, IL

All of the banks listed above are “well-capitalized.”