SECURITIES AND EXCHANGE COMMISSION

FORM 8-K

Current report filing

Filing Date: 2024-08-29 | Period of Report: 2024-08-29 SEC Accession No. 0001015328-24-000194

(HTML Version on secdatabase.com)

FILER

WINTRUST FINANCIAL CORP

CIK:1015328| IRS No.: 363873352 | State of Incorp.:IL | Fiscal Year End: 1231

Type: 8-K | Act: 34 | File No.: 001-35077 | Film No.: 241263887

SIC: 6022 State commercial banks

Mailing Address 8TH FLOOR ROSEMONT IL 60018

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UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549

FORM 8-K

Current Report Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 29, 2024

WINTRUST FINANCIAL CORPORATION

(Exact name of registrant as specified in its charter)

	Illinois	001-35077	36-3873352
(State or	other jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)
	(Ad	9700 West Higgins Road Rosemont, Illinois 60018 dress of principal executive offices)	
	Registrant's telepl	hone number, including area code (84)	7) 939-9000
		N/A	
	(Former name	or former address, if changed since la	st report)
Check the ap	• •	intended to simultaneously satisfy the filing	ng obligation of the registrant under any of the
	Written communications pursuant to Rule 4.	25 under the Securities Act (17 CFR 230.4	425)
	Soliciting material pursuant to Rule 14a-12	under the Exchange Act (17 CFR 240.14a	-12)
	Pre-commencement communications pursua	ant to Rule 14d-2(b) under the Exchange A	act (17 CFR 240.14d-2(b))
	Pre-commencement communications pursua	ant to Rule 13e-4(c) under the Exchange A	ct (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, no par value	WTFC	The NASDAQ Global Select Market
Series D Preferred Stock, no par value	WTFCM	The NASDAQ Global Select Market
Series E Preferred Stock, no par value	WTFCP	The NASDAQ Global Select Market

ndicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this
chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).
Emerging growth company \square
f an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any
new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 1.01. Entry into a Material Definitive Agreement.

On August 29, 2024, an indirect subsidiary of Wintrust Financial Corporation ("Wintrust"), First Insurance Funding of Canada Inc. ("First Canada) entered into the Twelfth Amending Agreement, dated as of August 29, 2024 (the "Amendment") to the Receivables Purchase Agreement dated as of December 16, 2014 (as amended, the "Receivables Purchase Agreement") by and between First Canada and CIBC Mellon Trust Company, in its capacity as trustee of Plaza Trust ("Plaza Trust"), by its financial services agent, Royal Bank of Canada.

Pursuant to the Amendment, the Commitment Maturity Date of the Receivables Purchase Agreement has been extended to December 15, 2025 and the facility limit has been increased from \$520 million to \$650 million. The Amendment also includes technical and ministerial changes.

Additionally, pursuant to a Performance Guarantee dated as of December 16, 2014, and confirmed as of August 29, 2024, made by Wintrust in favor of Plaza Trust ("Amendment of Performance Guarantee"), Wintrust guarantees the performance of First Canada of its obligations under the Receivables Purchase Agreement and any subsequent amendments thereto.

Lastly, a Fee Letter by Plaza Trust dated August 29, 2024 ("Amendment of Fee Letter") replaces the fee letter dated May 31, 2023 and modifies the fund costs, rates, notices and fees.

The foregoing descriptions of the Amendment, Amendment of Performance Guarantee, and Amendment of Fee Letter are qualified in their entirety by the full text of such agreements, which are attached hereto as Exhibits 10.1, 10.2, and 10.3, respectively, and are incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information provided in Item 1.01 is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Twelfth Amending Agreement, dated as of August 29, 2024 by and between First Insurance Funding of Canada Inc. and CIBC Mellon Trust Company, in its capacity as trustee of Plaza Trust, by its Financial Service Agent, Royal Bank of Canada.
<u>10.2</u>	Performance Guarantee Confirmation made as of August 24, 2024 by Wintrust Financial Corporation in favor of CIBC Mellon Trust Company, Plaza Trust.
10.3	Fee Letter dated as of August 29, 2024 by CIBC Mellon Trust Company, in its capacity as trustee of Plaza Trust, by its Financial Service Agent, Royal Bank of Canada and acknowledged by First Insurance Funding of Canada Inc.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
	2

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

WINTRUST FINANCIAL CORPORATION (Registrant)

By: /s/Kathleen M. Boege

Kathleen M. Boege Executive Vice President, General Counsel and Corporate Secretary

Date: August 29, 2024

3

TWELFTH AMENDING AGREEMENT (First Insurance Funding of Canada Inc.)

This Twelfth Amending Agreement made as of August 29, 2024.

BETWEEN:

FIRST INSURANCE FUNDING OF CANADA INC.

(hereinafter referred to as the "Seller" or the "Servicer")

- and -

CIBC MELLON TRUST COMPANY, in its capacity as trustee of PLAZA TRUST,

(hereinafter referred to as the "Purchaser")

RECITALS:

WHEREAS the parties hereto are parties to a receivables purchase agreement dated as of December 16, 2014 (as amended by amending agreements dated December 15, 2015, September 9, 2016, December 15, 2017, June 29, 2018, February 15, 2019, May 27, 2019, January 15, 2020, May 20, 2020, January 15, 2021, May 2, 2022 and May 31, 2023, the "RPA");

AND WHEREAS the parties hereto have agreed to further amend the RPA;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendments

- (a) The definition of "Commitment Maturity Date" in Section 1.1 of the RPA is amended by deleting the reference to "December 15, 2024" in such definition and replacing it with "December 15, 2025".
- (b) The definition of "Facility Limit" in Section 1.1 of the RPA is hereby deleted in its entirety and replaced with the following:

"Facility Limit" means (i) an amount equal to \$580,000,000, or (ii) such greater amount, not to exceed \$650,000,000, as may be agreed in writing by the Purchaser (in its own discretion) and the Seller on or before November 29, 2024, in either case as such amount may be reduced by the Seller pursuant to Section 2.15; provided, however, that at all times after the Termination Date the Facility Limit shall be the Aggregate Net Investment at such time."

2. General

- (a) This Twelfth Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
- (b) This Twelfth Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (c) This Twelfth Amending Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, including by electronic means, each of which, when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[signature page follows]

IN WITNESS WHEREOF the parties have caused this Twelfth Amending Agreement to be executed by their respective duly authorized officers as of the date first above written.

FIRST INSURANCE FUNDING OF CANADA INC.

By: /s/Stuart Bruce

Name: Stuart Bruce

Title: CEO

By: /s/John Martin

Name: John Martin Title: SVP Finance

CIBC MELLON TRUST COMPANY, in its capacity as trustee of PLAZA TRUST, by its Financial Services Agent, ROYAL BANK OF CANADA

By: /s/Ian Benaiah

Name: Ian Benaiah

Title: Authorized Signatory

By: /s/Hiren Lalloo

Name: Hiren Lalloo

Title: Authorized Signatory

Signature Page to Twelfth Amending Agreement

Performance Guarantee Confirmation

Reference is made to a Performance Guarantee dated as of December 16, 2014 made by the undersigned in favour of the Purchaser (the "**Performance Guarantee**"). The undersigned acknowledges and confirms that the performance guarantee remains in full force and effect notwithstanding the entering into of this Twelfth Amending Agreement

Dated as of the 29th day of August, 2024.

WINTRUST FINANCIAL CORPORATION

By: /s/David A. Dykstra

Name: David A. Dykstra

Title: Vice Chairman and Chief Operating

Officer

By: /s/Kathleen M. Boege

Name: Kathleen M. Boege

Title: Executive Vice President, General

Counsel and Corporate Secretary

Signature Page to Twelfth Amending Agreement

PLAZA TRUST

c/o Royal Bank of Canada 200 Bay Street, Royal Bank Plaza 2nd Floor, North Tower Toronto, ON, M5J 2W7

August 29, 2024

First Insurance Funding of Canada Inc. c/o Wintrust Financial Corporation 9700 West Higgins Road, Suite 800 Rosemont, IL 60018

Attention: Mr. David Dykstra, Vice Chairman and Chief Operating Officer

Dear Sirs:

Receivables Purchase Agreement dated as of December 16, 2014 as amended by amending agreements dated December 15, 2015, September 9, 2016, December 15, 2017, June 29, 2018, February 15, 2019, May 27, 2019, January 15, 2020, May 20, 2020, January 15, 2021, May 2, 2022, May 31, 2023 and August 29, 2024 (as amended, supplemented, modified, restated or replaced from time to time, the "RPA") between First Insurance Funding of Canada Inc. (the "Seller") and Plaza Trust (the "Purchaser")

All capitalized terms used but not defined herein shall have the meanings given to them in the RPA. This letter agreement is the Fee Letter under the RPA and replaces the fee letter dated May 31, 2023. For good and valuable consideration, the Seller and the Purchaser hereby agree as follows:

- 1. **Funding Cost Rate**. The "**Funding Cost Rate**" in respect of each day during a Settlement Period shall be the weighted average (weighted based on the relative portions of the Aggregate Net Investment funded) of the following rates:
 - (a) with respect to that portion of the Aggregate Net Investment funded in a multi-seller conduit through the issuance of Commercial Paper, a rate equal to the CP Rate plus 0.825%;
 - (b) with respect to that portion of the Aggregate Net Investment funded in a multi-seller conduit other than through the issuance of Commercial Paper, a rate equal to the Prime Rate; and
 - (c) with respect to that portion of the Aggregate Net Investment funded not in a multi-seller conduit, a rate equal to the Benchmark on such day plus 1.00%;

provided, on each day where a Termination Event has occurred and is continuing, the Funding Cost Rate will be the Prime Rate plus 2.00% per annum.



- 2. **Benchmark**. For purposes of Section 1(c), "**Benchmark**" means, on any day, initially, the greater of (A) the sum of (a) Daily Compounded CORRA for such day, and (b) 0.29547% (29.547 basis points), and (B) 0.00%; provided that if a replacement of the Benchmark has occurred pursuant to Section 4 of this Fee Letter, then "**Benchmark**" for any day means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate. Any reference to "Benchmark" will include, as applicable, the published component used in the calculation thereof.
- 3. **CP Rate**. For the purposes of 1(a) above, "**CP Rate**" means, for each day during a Settlement Period, the weighted average annual rate of interest applicable to all Commercial Paper (other than subordinated Commercial Paper) outstanding during such Settlement Period; provided that (x) any such Commercial Paper may be issued in either United States dollars or Canadian dollars with the appropriate market rate currency swap agreements being entered into to match such issuance to the funding requirements of the Purchaser, and (y) the weighted average annual rate of interest at which such Commercial Paper is issued in respect of each day during a Settlement Period shall reflect any costs incurred by the Purchaser in connection with any such market rate currency swap agreements and any cost amounts payable to holders of such Commercial Paper in connection with any redemptions or repurchases of such Commercial Paper.

4. Benchmark Replacement Setting.

- (a) Replacing Future Benchmarks. Upon the occurrence of a Benchmark Transition Event, the Benchmark Replacement will replace the then-current Benchmark for all purposes under this Fee Letter and the RPA in respect of any Benchmark setting at or after 5:00 p.m. (Toronto time) on the fifth Business Day after the date notice of such Benchmark Replacement is provided to the Purchaser to the Seller without any amendment to, or further action or consent of any other party to, this Fee Letter or the RPA so long as the Purchaser has not received, by such time, written notice of objection to such Benchmark Replacement from the Seller.
- (b) <u>Benchmark Replacement Conforming Changes</u>. In connection with the implementation and administration of a Benchmark Replacement, the Purchaser will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary in this Fee Letter or in the RPA, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Fee Letter or the RPA.
- (c) Notices; Standards for Decisions and Determinations. The Purchaser will promptly notify the Seller of (i) the implementation of any Benchmark Replacement, (ii) any occurrence of a Term CORRA Transition Event, and (iii) the effectiveness of any Benchmark Replacement Conforming Changes. Any determination, decision or election that may be made by the Purchaser pursuant to this clause (d), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action, will be conclusive and binding absent manifest error and may be made in its sole discretion and without consent from any other party to this Fee Letter or the RPA, except, in each case, as expressly required pursuant to this Section 4.

- (d) <u>Unavailability of Tenor of Benchmark</u>. At any time (including in connection with the implementation of a Benchmark Replacement), if the then-current Benchmark is a term rate (including Term CORRA), then (i) the Purchaser may remove any tenor of such Benchmark that is unavailable or non-representative for Benchmark (including Benchmark Replacement) settings and (ii) the Purchaser may reinstate any such previously removed tenor for Benchmark (including Benchmark Replacement) settings.
- (e) <u>Secondary Term CORRA Conversion</u>. Notwithstanding anything to the contrary in this Fee Letter or in the RPA and subject to the proviso below in this clause (e), if a Term CORRA Transition Event and its related Term CORRA Transition Date have occurred, then on and after such Term CORRA Transition Date, the greater of (A) the sum of (a) Term CORRA for such day, and (b) 0.29547% (29.547 basis points), and (B) 0.00%, will replace the then-current Benchmark for each day for all purposes under this Fee Letter or under the RPA in respect of any setting of such Benchmark on such day and all subsequent settings, without any amendment to, or further action or consent of any other party to, this Fee Letter or the RPA; provided that, this clause (e) will not be effective unless the Purchaser has delivered to the Seller a Term CORRA Notice.

For purposes of the foregoing Section 4, the following terms have the following meanings:

"Available Tenor" means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if the then-current Benchmark is a term rate, any tenor for such Benchmark that is or may be used for determining the length of an Interest Period or (b) otherwise, any payment period for interest calculated with reference to such Benchmark, as applicable, pursuant to this Fee Letter or the RPA as of such date.

"Benchmark Replacement" means, for any Available Tenor, the sum of (i) the alternate benchmark rate and (ii) an adjustment (which may be a positive or negative value or zero), in each case, that has been selected by the Purchaser and the Seller as the replacement for such Available Tenor of such Benchmark giving due consideration to any evolving or then-prevailing market convention, including any applicable recommendations made by the Relevant Governmental Body, for Canadian dollar-denominated syndicated credit facilities at such time, provided that, if the Benchmark Replacement would be less than 0.00%, the Benchmark Replacement will be deemed to be 0.00% for the purposes of this Fee Letter and the RPA.

"Benchmark Replacement Conforming Changes" means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the definitions of "Business Day" or "Settlement Period," the timing and frequency of determining rates and making payments of interest, the timing of borrowing requests or prepayment, conversion or continuation notices, the applicability and length of lookback periods, the applicability of breakage provisions, and other technical, administrative or operational matters) that the Purchaser decides may be appropriate to reflect the adoption and implementation of such Benchmark Replacement and to permit the administration thereof by the Purchaser in a manner substantially consistent with market practice (or, if the Purchaser decides that adoption of any portion of such market practice is not administratively feasible or if the Purchaser determines that no market



practice for the administration of such Benchmark Replacement exists, in such other manner of administration as the Purchaser decides is reasonably necessary in connection with the administration of this Fee Letter and the RPA).

"Benchmark Transition Event" means, with respect to any then-current Benchmark, the occurrence of a public statement or publication of information by or on behalf of the administrator of the then-current Benchmark, the regulatory supervisor for the administrator of such Benchmark, the Bank of Canada, an insolvency official with jurisdiction over the administrator for such Benchmark, a resolution authority with jurisdiction over the administrator for such Benchmark or a court or an entity with similar insolvency or resolution authority over the administrator for such Benchmark, announcing or stating that (a) such administrator has ceased or will cease on a specified date to provide all Available Tenors of such Benchmark, permanently or indefinitely, provided that, at the time of such statement or publication, there is no successor administrator that will continue to provide any Available Tenor of such Benchmark or (b) all Available Tenors of such Benchmark are or will no longer be representative of the underlying market and economic reality that such Benchmark is intended to measure and that representativeness will not be restored.

"CORRA" means the Canadian Overnight Repo Rate Average administered and published by the Bank of Canada (or any successor administrator).

"Daily Compounded CORRA" means, for any day during any Interest Period, CORRA with interest accruing on a compounded daily basis, with the methodology and conventions for this rate (which will include compounding in arrears with a lookback) being established by the Purchaser in accordance with the methodology and conventions for this rate selected or recommended by the Relevant Governmental Body for determining compounded CORRA for business loans; provided that if the Purchaser decides that any such convention is not administratively feasible for the Purchaser, then the Purchaser may establish another convention in its reasonable discretion; and provided that if the administrator has not provided or published CORRA and a Benchmark Transition Event with respect to CORRA has not occurred, then, in respect of any day for which CORRA is required, references to CORRA will be deemed to be references to the last provided or published CORRA.

"RBSL" means Refinitiv Benchmark Services (UK) Limited.

"Relevant Governmental Body" means the Bank of Canada, or a committee officially endorsed or convened by the Bank of Canada, or any successor thereto.

"Term CORRA" means, for the applicable corresponding tenor, the forward-looking term rate based on CORRA that has been selected or recommended by the Relevant Governmental Body, and that is published by an authorized benchmark administrator and is displayed on a screen or other information service, as identified or selected by the Purchaser in its reasonable discretion at approximately a time and as of a date prior to the commencement of the applicable period, as determined by the Purchaser in its reasonable discretion in a manner substantially consistent with market practice.



"Term CORRA Notice" means the notification by the Purchaser to the Seller of the occurrence of a Term CORRA Transition Event.

"Term CORRA Transition Date" means, in the case of a Term CORRA Transition Event, the date that is set forth in the Term CORRA Notice provided to the Seller, for the replacement of the then-current Benchmark with the Benchmark Replacement described in clause (a)(i) of such definition, which date will be at least 30 Business Days from the date of the Term CORRA Notice.

"Term CORRA Transition Event" means the determination by the Purchaser that (a) Term CORRA has been recommended for use by the Relevant Governmental Body, and is determinable for any Available Tenor, and (b) the administration of Term CORRA is administratively feasible for the Purchaser.

- 5. **Notice**. The Purchaser shall provide to the Seller at least 1 Business Day before each Reporting Date, a report as to the Funding Cost Rate and the Funding Costs in respect of the related Settlement Period. For the purposes of preparing such report and completing the settlements on the related Settlement Date, the Purchaser will assume that the Funding Cost Rate remains constant during the period from the day of delivery of such report to the last day of the related Settlement Period (a "**stub period**"). To the extent the actual Funding Cost Rate for each day during a stub period is different than the assumed Funding Cost Rate during the stub period, an appropriate adjustment to the Funding Costs for the following Settlement Period will be made, the details of which will be included in the report under this section 5 for that Settlement Period.
- 6. **Non-Utilization Fee.** The Seller shall pay to the Purchaser on each Settlement Date a non-utilization fee equal to the sum of the amounts calculated for each day during the Settlement Period ending immediately prior to such Settlement Date which is equal to (x) 0.375%, multiplied by (y) the amount, if any, by which the Facility Limit exceeds the Aggregate Net Investment on such day and divided by (z) 365.
- 7. **Renewal Fee**. The Seller shall pay to the Agent, for its sole account, on the date hereof, a fully-earned and non-refundable renewal fee equal to \$298,848.64. If on any date after the date hereof the Facility Limit is increased, the Seller shall pay to the Agent, for its sole account, on the date of such increase, a fully-earned and non-refundable renewal fee equal to the product of the amount of such increase and 0.05% per annum for the period from the date of such increase to the Commitment Maturity Date.

This Fee Letter shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. This Fee Letter may be executed in counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same agreement. This Fee Letter may be executed and delivered by facsimile or other electronic transmission of a manually signed counterpart.

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Yours truly,

CIBC MELLON TRUST COMPANY, in its capacity as trustee of PLAZA TRUST, by its Financial Services Agent, ROYAL BANK OF CANADA

By: /s/Ian Benaiah

Name: Ian Benaiah

Title: Authorized Signatory

By: /s/Hiren Lalloo

Name: Hiren Lalloo

Title: Authorized Signatory

Agreed and accepted to by the undersigned as of the 29th day of August, 2024.

FIRST INSURANCE FUNDING OF CANADA INC.

By: /s/Stuart Bruce

Name: Stuart Bruce

Title: CEO

By: /s/John Martin

Name: John Martin Title: SVP Finance

Document and Entity Information Document

Aug. 29, 2024

Entity Information [Line Items]

Document Type 8-K

<u>Document Period End Date</u> Aug. 29, 2024

Entity Registrant Name WINTRUST FINANCIAL CORP

Entity Central Index Key 0001015328

Amendment Flag false
Entity Incorporation, State or Country Code IL

Entity File Number001-35077Entity Tax Identification Number36-3873352

Entity Address, Address Line One 9700 West Higgins Road

Entity Address, City or Town Rosemont

Entity Address, State or ProvinceILEntity Address, Postal Zip Code60018City Area Code847

Local Phone Number939-9000Written CommunicationsfalseSoliciting MaterialfalsePre-commencement Tender OfferfalsePre-commencement Issuer Tender OfferfalseEntity Emerging Growth Companyfalse

Common Stock, no par value

Entity Information [Line Items]

Title of 12(b) Security Common stock, no par value

Trading Symbol WTFC
Security Exchange Name NASDAQ

Series D Preferred Stock, no par value

Entity Information [Line Items]

<u>Title of 12(b) Security</u> Series D Preferred Stock, no par value

Trading SymbolWTFCMSecurity Exchange NameNASDAQ

Depositary Shares, Series E Preferred Stock [Member]

Entity Information [Line Items]

Title of 12(b) Security Series E Preferred Stock, no par value

Trading SymbolWTFCPSecurity Exchange NameNASDAQ

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