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**Section 1: 8-K (8-K FIFTH AMENDING AGREEMENT TO RECEIVABLES PURCHASE AGREEMENT)**

**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): February 15, 2019**

**WINTRUST FINANCIAL CORPORATION**

(Exact name of registrant as specified in its charter)

**Illinois**  
(State or other jurisdiction of Incorporation)

**001-35077**  
(Commission File Number)

**36-3873352**  
(I.R.S. Employer Identification No.)

**9700 West Higgins Road**  
**Rosemont, Illinois**  
(Address of principal executive offices)

**60018**  
(Zip Code)

Registrant's telephone number, including area code **(847) 939-9000**

**N/A**  
(Former name or former address, if changed since last year)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))





**Item 1.01. Entry into a Material Definitive Agreement.**

On February 15, 2019, an indirect subsidiary of Wintrust Financial Corporation (“Wintrust”), First Insurance Funding of Canada Inc. (“First Canada”) entered into the Fifth Amending Agreement, dated as of February 15, 2019 (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, 2020 and the facility limited has been increased from \$190 million to \$210 million. In addition, the Amendment includes technical and ministerial changes.

Additionally, pursuant to a Performance Guarantee dated as of December 16, 2014, and confirmed as of February 15, 2019, made by Wintrust in favor of Plaza Trust, Wintrust guarantees the performance of First Canada of its obligations under the Receivables Purchase Agreement (“Performance Guarantee”) and any subsequent amendments thereto.

The foregoing descriptions of the Amendment and Performance Guarantee are qualified in their entirety by the full text of such agreements, which are attached hereto as Exhibits 10.1 and 10.2, 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

<b>Exhibit No.</b>	<b>Description</b>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Fifth Amending Agreement, dated as of February 15, 2019 by and between First Insurance Funding of Canada Inc. and CIBC Mellon Trust, in its capacity as trustee of Plaza Trust, by its Financial Service Agent, Royal Bank of Canada.</u></a>
<a href="#"><u>10.2</u></a>	<a href="#"><u>Performance Guarantee Confirmation made as of February 15, 2019 by Wintrust Financial Corporation in favor of CIBC Mellon Trust Company, Plaza Trust.</u></a>

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
<u>10.1</u>	<u>Fifth Amending Agreement, dated as of February 15, 2019 by and between First Insurance Funding of Canada Inc. and CIBC Mellon Trust, in its capacity as trustee of Plaza Trust, by its Financial Service Agent, Royal Bank of Canada.</u>
<u>10.2</u>	<u>Performance Guarantee Confirmation made as of February 15, 2019 by Wintrust Financial Corporation in favor of CIBC Mellon Trust Company, Plaza Trust.</u>

## 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

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

Date: February 22, 2019

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## Section 2: EX-10.1 (EXHIBIT 10.1 FIFTH AMENDING AGREEMENT TO RECEIVABLES PURCHASE AGREEMENT)

**EXHIBIT 10.1**  
**Execution Version**

### **FIFTH AMENDING AGREEMENT (First Insurance Funding of Canada Inc.)**

This Fifth Amending Agreement made as of February 15, 2019.

#### **B E T W E E N:**

**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 and June 29, 2018, 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 16, 2019” in such definition and replacing it with “December 15, 2020”.

- (b) The definition of “Eligible Receivable” in Section 1.1 of the RPA is amended by deleting the reference to “12 months” in subsection (h) in such definition and replacing it with “48 months”.
- (c) The definition of “Eligible Receivable” in Section 1.1 of the RPA is amended by deleting subsection (q) in such definition and replacing it with “[Reserved]”.
- (d) The definition of “Facility Limit” in Section 1.1 of the RPA is amended by deleting the reference to “\$190,000,000” in such definition and replacing it with “\$210,000,000”.
- (e) The definition of “Net Contract Value Balance” in Section 1.1 of the RPA is amended by deleting the word “and” in the last line of subsection (c) in such definition and adding new subsections (e) and (f) immediately following subsection (d) as follows:

- (e) the amount, if any, by which the aggregate Contract Value at such time of all Eligible Receivables, with respect to which the related Contract has an original term to maturity of greater than 12 months, exceeds fifteen (15%) percent of the Contract Value of all Eligible Receivables; and
- (f) the amount, if any, by which the aggregate Contract Value at such time of all Eligible Receivables, with respect to which the related Contract requires an initial down payment of less than 8% of the total insurance premium, exceeds fifteen (15%) percent of the Contract Value of all Eligible Receivables.

## **2. General**

- (a) This Fifth 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 Fifth Amending Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- (c) This Fifth Amending Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, 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.



**IN WITNESS WHEREOF** the parties have caused this Fifth 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/John Martin

Name: John Martin

Title: SVP Finance

By: /s/Brian Day

Name: Brian Day

Title: SVP, Credit & Operations

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

By: /s/Nur Khan

Name: Nur Khan

Title: Authorized Signatory

By: /s/Ian Benaiah

Name: Ian Benaiah

Title: Authorized Signatory

*Signature Page to Fifth Amending Agreement*

## Section 3: EX-10.2 (EXHIBIT 10.2 PERFORMANCE GUARANTEE)

EXHIBIT 10.2

### 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 fourth amendment.

Dated this 15th day of February, 2019.

### WINTRUST FINANCIAL CORPORATION

By: /s/Edward J. Wehmer

Name: Edward J. Wehmer

Title: President & CEO

By: /s/Kathleen M. Boege

Name: Kathleen M. Boege

Title: EVP, General Counsel, & Corporate Secretary

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