

QCR HOLDINGS INC  
Form S-4  
July 27, 2017  
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As filed with the Securities and Exchange Commission on July 26, 2017.

Registration No. 333-

**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
**WASHINGTON, D.C. 20549**

**FORM S-4**  
**REGISTRATION STATEMENT**  
***UNDER***  
***THE SECURITIES ACT OF 1933***

**QCR HOLDINGS, INC.**  
**(Exact Name of Registrant as Specified in its Charter)**

**Delaware**  
**(State or Other Jurisdiction of**  
**Incorporation or Organization)**

**6022**  
**(Primary Standard Industrial**  
**Classification Code Number)**  
**3551 7<sup>th</sup> Street**

**42-1397595**  
**(I.R.S. Employer**  
**Identification Number)**

**Moline, Illinois 61265**

**(309) 736-3580**

**(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)**

**Douglas M. Hultquist**

**President and Chief Executive Officer**

**QCR Holdings, Inc.**

**3551 7<sup>th</sup> Street**

**Moline, Illinois 61265**

**(309) 736-3580**

**(Name, address, including zip code, and telephone number, including area code, of agent for service)**

**Robert M. Fleetwood**

**Peter G. Weinstock**

**Abdul R. Mitha**

**Robert N. Flowers**

**Barack Ferrazzano Kirschbaum &**

**Hunton & Williams LLP**

**Nagelberg LLP**

**1445 Ross Avenue, Suite 3700**

**200 W. Madison Street, Suite 3900**

**Dallas, Texas 75202**

**Chicago, Illinois 60606**

**(214) 468-3395**

**(312) 984-3100**

APPROXIMATE DATE OF COMMENCEMENT OF PROPOSED SALE OF THE SECURITIES TO THE PUBLIC: As soon as reasonably practicable after the Registration Statement becomes effective and after the conditions to the completion of the proposed transaction described in the proxy statement/prospectus have been satisfied or waived.

If the securities being registered on this form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box.

# Edgar Filing: QCR HOLDINGS INC - Form S-4

If this form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of large accelerated filer, accelerated filer, smaller reporting company and emerging growth company in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer		Accelerated filer
Non-accelerated filer	(Do not check if a smaller reporting company)	Smaller reporting company
		Emerging growth company

If 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 7(a)(2)(B) of the Securities Act.

## CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Amount to be Registered <sup>(1)</sup>	Proposed Maximum Offering Price Per Unit <sup>(2)</sup>	Proposed Maximum Aggregate Offering Price <sup>(2)</sup>	Amount of Registration Fee <sup>(3)</sup>
Common Stock, \$1.00 par value per share	881,631	N/A	\$21,715,593.73	\$2,516.84

(1) The estimated maximum number of shares of QCR Holdings, Inc. ( "QCR" ) common stock to be issuable upon completion of the acquisition of substantially all of the assets of Guaranty Bankshares, Ltd. ( "Guaranty" ), as described herein and pursuant to the terms of the Purchase and Assumption Agreement between QCR and Guaranty, dated as of June 8, 2017, and attached to the proxy statement/prospectus as Appendix A. Pursuant to Rule 416, this Registration Statement also covers an indeterminate number of shares of common stock as may become issuable as a result of stock splits, stock dividends or similar transactions.

(2) Estimated solely for the purpose of calculating the registration fee, pursuant to Rule 457(f) under the Securities Act, the proposed maximum aggregate offering price of QCR's common stock was calculated as follows: (i) the product of (A) \$33.39, the book value of the shares of the Guaranty's common stock computed as of June 30, 2017,

the latest practicable date prior to the date of filing this registration statement, and (B) 919,462.8251, the estimated maximum number of shares of Guaranty's common stock that may be exchanged in the acquisition, (ii) minus \$8,895,270.00, the estimated aggregate amount of cash that is to be payable in respect of such shares in connection with the acquisition.

- (3) Estimated solely for the purpose of calculating the registration fee required by Section 6(b) of the Securities Act and computed pursuant to Rules 457(f) and 457(c) under the Securities Act, based on a rate of \$115.90 per \$1,000,000 of the proposed maximum aggregate offering price.

**The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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**The information in this proxy statement/prospectus is not complete and may be changed. We may not offer or sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This proxy statement/prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**PRELIMINARY COPY SUBJECT TO COMPLETION, DATED July 26, 2017**

[INSERT QCR LOGO]

[INSERT GUARANTY LOGO]

**PROSPECTUS OF QCR HOLDINGS, INC.**

**PROXY STATEMENT OF GUARANTY BANKSHARES, LTD.**

**Sale Proposal Your Vote Is Important**

**DEAR GUARANTY SHAREHOLDERS:**

You are cordially invited to attend a special meeting of shareholders of Guaranty Bankshares, Ltd. (which we refer to as "Guaranty"), to be held on [ ], 2017 at [ ], local time, at [ ].

At the meeting, Guaranty is seeking your approval of:

a proposal to approve the Purchase and Assumption Agreement, dated as of June 8, 2017, between QCR Holdings, Inc. (which we refer to as "QCR") and Guaranty, which provides for the sale by Guaranty of substantially all of its assets, including all of the capital stock of Guaranty Bank and Trust Company, and the assumption by QCR of certain of Guaranty's assets and liabilities (which we refer to as the "sale proposal");

subject to the approval of the sale proposal, a proposal to approve the complete liquidation and voluntary dissolution of Guaranty (which we refer to as the "dissolution proposal"); and

a proposal to approve the adjournment of the special meeting to permit further solicitation in the event that an insufficient number of votes are cast to approve the sale proposal (which we refer to as the adjournment proposal ).

The total consideration to be paid to Guaranty by QCR at the closing of the sale, subject to adjustment, is equal to: (i) Guaranty's adjusted tangible equity as of the end of the month immediately preceding the closing date (which we refer to as the core capital ) up to an amount equal to \$24,286,985 multiplied by 1.53; *plus* (ii) Guaranty's adjusted tangible equity as of the end of the month immediately preceding the closing date in excess of the core capital (which we refer to as the excess capital ). Guaranty intends to pay a special dividend to its shareholders in an amount equal to the excess capital immediately prior to the closing of the sale. Therefore, the total consideration to be paid to Guaranty at the closing of the sale is expected to be an amount equal to 1.53 multiplied by the core capital, or approximately \$37.2 million. The cash and stock portions of the sale consideration will be paid directly to Guaranty, and not to Guaranty's shareholders. The cash portion of the sale consideration is expected to be approximately \$7.8 million.

The exchange ratio used to determine the number of shares of QCR common stock that Guaranty will be entitled to receive as the stock portion of the sale consideration will be determined based on the volume weighted average of the daily closing sales prices of a share of QCR common stock as reported on the NASDAQ Global Market for the 10 consecutive trading days ending five days immediately preceding the closing of the sale, subject to a minimum and maximum reference price of QCR common stock equal to \$38.34 and \$51.87, respectively. Based on a closing price of QCR common stock of \$46.50 on June 8, 2017, the last full trading day before the public announcement of the purchase and assumption agreement, the stock portion of the sale consideration would equal approximately 631,304 shares of QCR common stock with an aggregate market value of approximately \$29.4 million. The value of the stock portion of the sale consideration will fluctuate as the market price of QCR common stock fluctuates before the completion of the sale. This price will not be known at the time of the Guaranty special meeting and may be more or less than the current price of common stock or the price of QCR common stock at the time of the special meeting. Based on a closing price of QCR common stock

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of [ ] on [ ], 2017, the latest practicable date before the date of this proxy statement/prospectus, the stock portion of the sale consideration would equal approximately [ ] shares of QCR common stock with an aggregate market value of approximately \$[ ] million. We urge you to obtain current market quotations for shares of QCR common stock.

If the sale proposal and the dissolution proposal are approved and the sale is completed, Guaranty intends to commence dissolution, which consists of liquidating its assets (including the consideration received in connection with the sale) and paying its debts. After payment of any remaining debts, of which there are anticipated to be none, the proceeds of the sale will be distributed to the shareholders of Guaranty on a pro rata basis. In accordance with Iowa law, after distribution of the remaining assets and winding up of Guaranty's business and affairs, Guaranty plans to complete the voluntary dissolution procedures allowed by Iowa law by filing articles of dissolution with the Iowa Secretary of State.

QCR's common stock currently trades on the NASDAQ Global Market under the symbol QCRH. Guaranty common stock is privately held and not traded in any public market.

Among other termination rights described in this proxy statement/prospectus, if on the determination date (which is the 15<sup>th</sup> business day immediately prior to the scheduled closing date of the sale) the volume weighted average of the daily closing sales prices of a share of QCR common stock as reported on the NASDAQ Global Market for the 10 consecutive trading days immediately preceding such date (which we refer to as the QCR market value) is less than \$36.08 and, between the date of the purchase and assumption agreement and the determination date, QCR common stock underperforms the SNL U.S. Bank Index by more than 20%, then Guaranty will have the right to terminate the purchase and assumption agreement unless QCR elects to increase the cash portion of the total consideration by the aggregate share amount times the difference between the QCR market value as of the determination date and either (i) \$36.08 or (ii) the price reflective of QCR common stock underperforming the SNL U.S. Bank Index by 19.99%.

We cannot complete the sale and the dissolution unless we obtain the necessary governmental approvals and unless the shareholders of Guaranty approve the sale proposal and the dissolution proposal. **Your vote is important, regardless of the number of shares that you own.** Whether or not you plan to attend the special meeting, please take the time to vote by following the voting instructions included in the enclosed proxy card. Submitting a proxy now will not prevent you from being able to vote in person at the special meeting. If you do not vote your shares as instructed in the enclosed proxy card, or if you do not instruct your broker how to vote any shares held for you in street name, the effect will be a vote against the sale and the transactions contemplated therein.

The date, time and place of the shareholders' meeting follow:

**Date:** [ ], 2017  
**Time:** [ ], local time  
**Place:** [ ]

This proxy statement/prospectus contains a more complete description of the special meeting of Guaranty shareholders and the terms of the sale and the dissolution. We urge you to review this entire document carefully. You may also obtain information about Guaranty and QCR from documents that each has filed with the Securities and Exchange Commission (which we refer to as the SEC).

**Guaranty's board of directors recommends that Guaranty's shareholders vote FOR the sale proposal, FOR the dissolution proposal and FOR the adjournment proposal.**

Sincerely,

[Insert signature]

*Robert D. Becker*

Chairman of the Board

Guaranty Bankshares, Ltd.



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You should read this entire proxy statement/prospectus carefully because it contains important information about the sale. **In particular, you should read carefully the information under the section entitled Risk Factors beginning on page 18.**

**Neither the SEC nor any state securities regulatory body has approved or disapproved of the securities to be issued under this proxy statement/prospectus or determined if this proxy statement/prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

**The securities to be issued in connection with the sale are not savings or deposit accounts or other obligations of any bank or nonbank subsidiary of any of the parties, and they are not insured by the Federal Deposit Insurance Corporation or any other governmental agency.**

**This proxy statement/prospectus is dated [ ], 2017, and is first being mailed to Guaranty's shareholders on or about [ ], 2017.**

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**GUARANTY BANKSHARES, LTD.**

302 Third Avenue Southeast

Cedar Rapids, Iowa 52401

(319) 286-6200

**Notice of Special Meeting of Shareholders**

**Date:** [ ], 2017

**Time:** [ ], local time

**Place:** [ ]

TO GUARANTY SHAREHOLDERS:

NOTICE IS HEREBY GIVEN that Guaranty Bankshares, Ltd. (which we refer to as "Guaranty") will hold a special meeting of shareholders on [ ], 2017 at [ ], local time, at [ ]. The purpose of the meeting is to consider and vote on the following matters:

a proposal to approve the Purchase and Assumption Agreement, dated as of June 8, 2017, between QCR Holdings, Inc. (which we refer to as "QCR") and Guaranty, which provides for the sale by Guaranty of substantially all of its assets, including all of the capital stock of Guaranty Bank and Trust Company, and the assumption by QCR of certain of Guaranty's assets and liabilities (which we refer to as the "sale proposal");

subject to the approval of the sale proposal, a proposal to approve the complete liquidation and voluntary dissolution of Guaranty (which we refer to as the "dissolution proposal"); and

a proposal to approve the adjournment of the special meeting to permit further solicitation in the event that an insufficient number of votes are cast to approve the sale proposal (which we refer to as the "adjournment proposal").

Holders of record of Guaranty common stock at the close of business on [ ], 2017 are entitled to receive this notice and to vote at the special meeting and any adjournments or postponements thereof. Approval of the sale proposal, the dissolution proposal and the adjournment proposal each requires the affirmative vote of the holders of a majority of the votes cast at the special meeting.

**The board of directors of Guaranty unanimously recommends that you vote FOR the sale proposal, FOR the dissolution proposal and FOR the adjournment proposal in the event that an insufficient number of votes are**

**cast to approve the sale proposal.**

Your vote is important. **Whether or not you plan to attend the meeting, please act promptly to vote your shares. You may vote your shares by completing, signing and dating a proxy card and returning it in the accompanying postage paid envelope.** Please review the instructions for each of your voting options described in this proxy statement/prospectus. If you attend the meeting, you may vote your shares in person, even if you have previously submitted a proxy in writing. Submitting a proxy will ensure that your shares are represented at the meeting.

Under Iowa law, if the sale is completed, Guaranty shareholders of record who do not vote to approve the purchase and assumption agreement, and otherwise comply with the applicable provisions of Iowa law pertaining to objecting shareholders, will be entitled to exercise appraisal rights and obtain payment in cash for the fair value of their shares of Guaranty common stock by following the procedures set forth in detail in this proxy statement/prospectus. A copy of the sections of the Iowa Business Corporation Act, as amended, pertaining to appraisal rights is included as Appendix B to this proxy statement/prospectus.

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If you have any questions regarding the accompanying proxy statement/prospectus, you may contact Christopher Lindell, Guaranty's Vice President, at (319) 286-6208 or [clindell@guaranty-bank.com](mailto:clindell@guaranty-bank.com).

By Order of the Board of Directors

[Signature]

Deborah Neyens

Corporate Secretary

Cedar Rapids, Iowa

[ ], 2017

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**REFERENCES TO ADDITIONAL INFORMATION**

This proxy statement/prospectus incorporates important business and financial information about QCR from documents filed with the SEC that are not included in or delivered with this proxy statement/prospectus. For a listing of the documents incorporated by reference into this proxy statement/prospectus, please see the section entitled **Where You Can Find More Information**. You can obtain any of the documents filed with or furnished to the SEC by QCR at no cost from the SEC's website at <http://www.sec.gov>. You may also request copies of these documents, including documents incorporated by reference in this proxy statement/prospectus, at no cost by requesting them in writing or by telephone at the following address and telephone number:

**QCR Holdings, Inc.**

3551 Seventh Street

Moline, Illinois 61265

(309) 743-7745

The section of this proxy statement/prospectus entitled **Where You Can Find More Information** has additional information about obtaining copies of documents that QCR has filed with the SEC.

**You will not be charged for any of these documents that you request. To obtain timely delivery of these documents, you must request them no later than five business days before the date of the special meeting. This means that shareholders requesting documents must do so by [ ], 2017, to receive them before the Guaranty special meeting.**

**ABOUT THIS PROXY STATEMENT/PROSPECTUS**

This document, which forms part of a registration statement on Form S-4 filed with the SEC by QCR (File No. 333-[ ]), constitutes a prospectus of QCR under Section 5 of the Securities Act of 1933, as amended, which we refer to as the **Securities Act**, with respect to the shares of common stock, par value \$1.00 per share, of QCR, which we refer to as **QCR common stock**, to be issued pursuant to the Purchase and Assumption Agreement, dated as of June 8, 2017, by and between QCR and Guaranty, as it may be amended from time to time, which we refer to as the **purchase and assumption agreement**. This document also constitutes a proxy statement of Guaranty under Section 14(a) of the Securities Exchange Act of 1934, as amended, which we refer to as the **Exchange Act**. It also constitutes a notice of meeting with respect to the special meeting at which Guaranty shareholders will be asked to consider and vote upon the approval of the purchase and assumption agreement.

QCR has supplied all information contained in or incorporated by reference into this proxy statement/prospectus relating to QCR, and Guaranty has supplied all information contained in this proxy statement/prospectus relating to Guaranty.

You should rely only on the information contained in, or incorporated by reference into, this document. No one has been authorized to provide you with information that is different from that contained in, or incorporated by reference into, this document. This document is dated [ ], 2017, and you should assume that the information in this document is accurate only as of such date. You should assume that the information incorporated by reference into this document is accurate as of the date of such document. Neither the mailing of this document to Guaranty shareholders nor the issuance by QCR of shares of QCR common stock in connection with the sale will create any implication to the

contrary.

**This document does not constitute an offer to sell, or a solicitation of an offer to buy, any securities, or the solicitation of a proxy, in any jurisdiction to or from any person to whom it is unlawful to make any such offer or solicitation in such jurisdiction.**

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**QUESTIONS AND ANSWERS ABOUT THE SALE**

The following questions and answers are intended to briefly address some commonly asked questions regarding the sale, the purchase and assumption agreement and the special meeting. We urge you to read carefully the remainder of this proxy statement/prospectus because the information in this section may not provide all the information that might be important to you in determining how to vote. Additional important information is also contained in the appendices to, and the documents incorporated by reference in, this document. See [Where You Can Find More Information](#).

**Q: What is the proposed transaction?**

**A:** You are being asked to vote on a proposal to approve the Purchase and Assumption Agreement, dated as of June 8, 2017 (which we refer to as the [purchase and assumption agreement](#)) between QCR Holdings, Inc. (which we refer to as [QCR](#)) and Guaranty Bankshares, Ltd. (which we refer to as [Guaranty](#)), which provides for the sale by Guaranty of substantially all of its assets, including all of the capital stock of Guaranty Bank and Trust Company (which we refer to as [Guaranty Bank](#)), and the assumption by QCR of certain of Guaranty's assets and liabilities (which we refer to as the [sale proposal](#)). The sale is anticipated to be completed late in the third quarter or early fourth quarter of 2017. At a date following the completion of the sale, QCR intends to merge Guaranty Bank with and into Cedar Rapids Bank & Trust Company, QCR's wholly-owned bank subsidiary (which we refer to as [CRBT](#)), with CRBT as the surviving bank (which we refer to as the [bank merger](#)). At such time, Guaranty Bank's banking offices will become banking offices of CRBT. Until the banks are merged, QCR will own and operate Guaranty Bank as a separate bank subsidiary.

You are also being asked to vote on a proposal to approve the dissolution of Guaranty and the distribution of its assets to the shareholders of Guaranty (which we refer to as the [dissolution proposal](#)). After the consummation of the sale, Guaranty will commence dissolution, which consists of liquidating its assets (including the consideration received in connection with the sale) and paying its debts. After payment of any remaining debts, of which there are anticipated to be none, the proceeds of the sale will be distributed to the shareholders of Guaranty on a pro rata basis, which is anticipated to occur shortly after the consummation of the sale and before the end of 2017, but in no event later than January 31, 2018. The assets to be distributed to Guaranty shareholders will consist of the cash and QCR common stock received by Guaranty in connection with the sale.

**Q: What will Guaranty be entitled to receive in the sale?**

**A:** The total consideration to be paid to Guaranty by QCR at the closing of the sale pursuant to the purchase and assumption agreement, subject to adjustment, is equal to: (i) Guaranty's adjusted tangible equity as of the end of the month immediately preceding the closing date (which we refer to as the [core capital](#)) up to an amount equal to \$24,286,985 multiplied by 1.53; *plus* (ii) Guaranty's adjusted tangible equity as of the end of the month immediately preceding the closing date in excess of the core capital (which we refer to as the [excess capital](#)). Guaranty intends to pay a special dividend to its shareholders in an amount equal to the excess capital immediately prior to the closing of the sale. Therefore, the total consideration to be paid to Guaranty at the closing of the sale is expected to be an amount equal to 1.53 multiplied by the core capital, or approximately \$37.2 million. The cash portion of the sale consideration is expected to be approximately \$7.8 million. Based on a closing price of QCR common stock of \$46.50 on June 8, 2017, the last full trading day before the public announcement of the purchase and

assumption agreement, the stock portion of the sale consideration would equal approximately 631,304 shares of QCR common stock with an aggregate market value of approximately \$29.4 million. Based on a closing price of QCR common stock of [ ] on [ ], 2017, the latest practicable date before the date of this proxy statement/prospectus, the stock portion of the sale consideration would equal approximately [ ] shares of QCR common stock with an aggregate market value of approximately \$[ ] million. The cash and stock portions of the sale consideration will be paid directly to

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Guaranty, and not to Guaranty's shareholders. No fractional shares of QCR common stock will be issued in the sale. We urge you to obtain current market quotations for shares of QCR common stock.

**Q: Will the exchange ratio for the stock portion of the sale consideration adjust based on the trading price of QCR common stock prior to closing?**

**A:** Yes, the exchange ratio will increase or decrease due to changes in the trading price of QCR common stock prior to the closing of the sale. The exchange ratio used to determine the number of shares of QCR common stock that Guaranty will be entitled to receive will be determined based on the volume weighted average of the daily closing sales prices of a share of QCR common stock as reported on the NASDAQ Global Market for the 10 consecutive trading days ending five days immediately preceding the closing of the sale, subject to a minimum and maximum reference price of QCR common stock equal to \$38.34 and \$51.87, respectively.

**Q: What is the value of the stock portion of the sale consideration?**

**A:** The value of the stock portion of the sale consideration will fluctuate as the market price of QCR common stock fluctuates before the completion of the sale. This price will not be known at the time of the Guaranty special meeting and may be more or less than the current price of common stock or the price of QCR common stock at the time of the special meeting. Based on a closing price of QCR common stock of \$46.50 on June 8, 2017, the last full trading day before the public announcement of the purchase and assumption agreement, the stock portion of the sale consideration would equal approximately 631,304 shares of QCR common stock with an aggregate market value of approximately \$29.4 million. Based on a closing price of QCR common stock of [ ] on [ ], 2017, the latest practicable date before the date of this proxy statement/prospectus, the stock portion of the sale consideration would equal approximately [ ] shares of QCR common stock with an aggregate market value of approximately \$[ ] million. We urge you to obtain current market quotations for shares of QCR common stock.

**Q: Why does Guaranty want to engage in the sale?**

**A:** Guaranty believes that the sale will provide Guaranty shareholders with substantial benefits. To review the reasons for the sale in more detail, see The Sale Guaranty's reasons for the sale and recommendation of the board of directors.

**Q: In addition to approving the sale proposal and the dissolution proposal, what else are Guaranty shareholders being asked to vote on?**

**A:** In addition to the sale proposal and the dissolution, Guaranty is soliciting proxies from holders of its common stock with respect to a proposal to adjourn the Guaranty special meeting to permit further solicitation in the event that an insufficient number of votes are cast to approve the purchase and assumption agreement and the transactions contemplated therein (which we refer to as the adjournment proposal). Completion of the sale is not

conditioned upon approval of the adjournment proposal.

**Q: What does the Guaranty board of directors recommend?**

**A:** The Guaranty board of directors believes that the sale and dissolution are in the best interests of Guaranty and its shareholders. Guaranty's board of directors unanimously recommends that Guaranty shareholders vote **FOR** the sale proposal, **FOR** the dissolution proposal and **FOR** the adjournment proposal in the event that an insufficient number of votes are cast to approve the sale proposal.

**Q: What vote is required to approve each proposal at the Guaranty special meeting, and how will abstentions and broker non-votes affect the vote?**

**A:** Approval of the sale proposal, the dissolution proposal and the adjournment proposal each requires the affirmative vote of the holders of a majority of the votes cast at the special meeting. Abstentions, shares not voted and broker non-votes will have no effect on the proposals.

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**Q: Why is my vote important?**

**A:** The sale cannot be completed unless the sale proposal is approved by Guaranty shareholders and the dissolution cannot be completed unless the dissolution proposal is approved by Guaranty shareholders. If you fail to submit a proxy or vote in person at the special meeting, or vote to abstain, or you do not provide your bank, brokerage firm or other nominee with voting instructions, as applicable, this will have the same effect as a vote against the sale proposal and the dissolution proposal. The Guaranty board of directors unanimously recommends that Guaranty's shareholders vote **FOR** the sale proposal and **FOR** the dissolution proposal. Completion of the sale and dissolution is not conditional upon approval of the adjournment proposal.

**Q: What do I need to do now? How do I vote?**

**A:** You may vote at the special meeting if you own shares of Guaranty common stock of record at the close of business on the record date for the special meeting, [ ], 2017. After you have carefully read and considered the information contained in this proxy statement/prospectus, please vote by a method described on your proxy card. This will enable your shares to be represented at the special meeting. You may also vote in person at the special meeting. If you do not vote by proxy and do not vote at the special meeting, this will make it more difficult to achieve a quorum for the meeting.

**Q: How do I vote if I own shares through the GB & T KSOP Plan?**

**A:** If you hold Guaranty common stock through the GB & T KSOP Plan (which we refer to as the KSOP), you will receive a voting instruction card to reflect all of the shares that you may direct the trustee to vote on your behalf under the plan. Under the terms of the KSOP, all shares held by the KSOP are voted by the KSOP trustee, but each participant in the KSOP may direct the trustee how to vote the shares of Guaranty common stock allocated to his or her account. Allocated shares for which no timely voting instructions are received will be voted by the KSOP trustee, subject to the exercise of its fiduciary duties.

**Q: If my shares of common stock are held in street name by my bank, broker or other fiduciary, will my bank, broker or other fiduciary automatically vote my shares for me?**

**A:** No. Your bank, broker or other fiduciary cannot vote your shares without instructions from you. If your shares are held in street name through a bank, broker or other fiduciary, you must provide the record holder of your shares with instructions on how to vote the shares. Please follow the voting instructions provided by the bank, broker or other fiduciary. You may not vote shares held in street name by returning a proxy card directly to Guaranty, or by voting in person at the Guaranty special meeting, unless you provide a legal proxy, which you must obtain from your broker, bank or other fiduciary. Further, banks, brokers or other fiduciaries that hold shares of Guaranty common stock on behalf of their customers may not give a proxy to Guaranty to vote those shares with respect to any of the proposals without specific instructions from their customers, as brokers, banks and other fiduciaries do not have discretionary voting power on these matters. Failure to instruct your bank, broker or other fiduciary how to vote will have the same effect as a vote against adoption of the purchase and

assumption agreement.

**Q: How will my proxy be voted?**

**A:** If you complete, sign, date and mail your proxy card, your proxy will be voted in accordance with your instructions. If you sign, date and send in your proxy card, but you do not indicate how you want to vote, your proxy will be voted **FOR** approval of the sale proposal and the other proposals in the notice.

**Q: Can I revoke my proxy and change my vote?**

**A:** You may change your vote or revoke your proxy prior to the special meeting by filing with the corporate secretary of Guaranty, a duly executed revocation of proxy or submitting a new proxy with a later date. You may also revoke a prior proxy by voting in person at the applicable special meeting.



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**Q: Are there risks I should consider in deciding to vote on the proposals in the notice?**

**A:** Yes, in evaluating the proposals in the notice, you should read this proxy statement/prospectus carefully, including the factors discussed in the section titled **Risk Factors** beginning on page 18.

**Q: What if I oppose the sale? Do I have appraisal rights?**

**A:** Guaranty shareholders who do not vote in favor of approval of the purchase and assumption agreement and otherwise comply with all of the procedures of the Iowa Business Corporation Law Act, as amended (which we refer to as the **IBCA**), will be entitled to receive payment in cash of the fair value of their shares of Guaranty common stock as ultimately determined under the statutory process. A copy of the applicable sections of the **IBCA** is attached as **Appendix B** to this document. This fair value could be more than the sale consideration but could also be less. Guaranty shareholders do not have any appraisal rights with respect to the dissolution proposal.

**Q: What are the tax consequences of the sale and the dissolution to me?**

Guaranty's sale of substantially all of its assets (including the capital stock of Guaranty Bank and any other Guaranty subsidiaries) to QCR will be treated as a taxable sale by Guaranty of all of its assets, all of the assets of Guaranty Bank and all of the assets of any other Guaranty subsidiaries to QCR for U.S. federal income tax purposes. Guaranty will recognize gain or loss on each of its assets, each of the assets of Guaranty Bank and each of the assets of any other Guaranty subsidiaries in an amount equal to the difference between the amount realized in the sale with respect to each asset and Guaranty's or Guaranty Bank's (or other Guaranty subsidiary's), as applicable, adjusted tax basis in such assets. The amount realized on the sale will equal the sum of (i) the cash received by Guaranty in the sale, (ii) the fair market value of the QCR common stock received by Guaranty in the sale based on the value of the QCR common stock on the closing date of the sale, and (iii) the amount of Guaranty liabilities deemed assumed by QCR. This amount realized will be allocated among the assets of Guaranty, Guaranty Bank and any other Guaranty subsidiaries in accordance with the rules of Section 1060 of the Internal Revenue Code of 1986, as amended (which we refer as the **Code**) and the applicable Treasury Regulations issued thereunder. The gain or loss with respect to each asset will be capital or ordinary (or a mix thereof) depending on the nature of the asset treated as sold in the exchange.

In addition, because Guaranty is a corporation taxable under Subchapter S of the Code (which we refer to as an **S corporation**) and Guaranty Bank and each other Guaranty subsidiary is a qualified subchapter S subsidiary within the meaning of Section 1361(b)(1)(B) of the Code (which we refer to as a **QSub**), any gains or losses recognized by Guaranty, Guaranty Bank or any other Guaranty subsidiary on the deemed asset sale will flow-out to the shareholders of Guaranty under the S corporation rules and be taxable on a pro rata basis to these shareholders for U.S. federal income tax purposes. Any capital gain or loss and ordinary income or loss will be reported on a Schedule K-1 to each Guaranty shareholder regardless of the amount of distributions made by Guaranty. A Guaranty shareholder will increase his, her or its tax basis in such Guaranty shareholder's common stock in an amount equal to the capital gain and ordinary income allocated to such shareholder and will reduce his, her or its tax basis in Guaranty common stock in an amount equal to any capital or ordinary loss allocated to such shareholder.

If the value of the shares of QCR common stock at the time they are distributed by Guaranty to its shareholders is greater than their value on the closing date of the sale, Guaranty will recognize further capital gain equal to such appreciation. Such capital gain would be short-term capital gain if the liquidating distribution is made within one year

of the closing of the sale. Any such capital gain would flow-out to the shareholders of Guaranty under the S corporation rules and be taxable on a pro rata basis to these shareholders for U.S. federal income tax purposes. Any such capital gain would be reported on a Schedule K-1 to each Guaranty shareholder and would increase such shareholder's tax basis in his, her or its Guaranty common stock in the same manner as discussed above with respect to any gain or income recognized on the sale of Guaranty Bank (and any other Guaranty subsidiary) to QCR.

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A Guaranty shareholder that is entitled to receive a pro rata distribution upon the dissolution of Guaranty will also recognize additional gain or loss, if any, on such dissolution in an amount equal to the difference between the amount of cash received in exchange for Guaranty common stock and the adjusted tax basis in his, her or its shares of Guaranty common stock. Liquidating distributions made by Guaranty to its shareholders will first reduce a shareholder's tax basis in his, her or its Guaranty common stock (as adjusted for gain, loss or income allocated to shareholders as described above) by an amount equal to the cash distributed plus the fair market value of the QCR common stock distributed based on the fair market value of QCR common stock on the date of distribution. A Guaranty shareholder will recognize capital gain equal to any amounts distributed to such shareholder in excess of such adjusted tax basis; provided, that if such Guaranty shareholder holds Guaranty common stock for longer than one year, such gain will be long-term capital gain. A Guaranty shareholder will have a tax basis in the shares of QCR common stock it receives equal to their fair market value on the date of distribution and a shareholder's holding period in the shares of QCR common stock will not include the shareholder's holding period in Guaranty common stock. In the event that Guaranty makes interim distributions to its shareholders that are not part of Guaranty's complete liquidation, the tax consequences to Guaranty shareholders would differ.

If the sale proposal is approved and the dissolution proposal is not, then the Guaranty shareholders will not receive a distribution pursuant to the dissolution but still may owe taxes in connection with the sale. See **Risk Factors** Approval of the dissolution proposal is not required to approve the sale proposal or complete the sale for information regarding certain risks if the dissolution is not approved. See the section entitled **Material U.S. Federal Income Tax Consequences of the Sale and the Dissolution** for a more detailed description of the material U.S. federal income tax consequences of the sale and the dissolution.

The descriptions of the tax consequences of the sale and the dissolution in this proxy statement/prospectus are based on Guaranty being treated as a valid S corporation and each Guaranty corporate subsidiary being treated as a valid QSub for federal income tax purposes. See **Risk Factors** The sale and the dissolution will be taxable transactions for U.S. federal income tax purposes for a more detailed description of the risks associated with Guaranty not being treated as a valid S corporation or any Guaranty corporate subsidiary not being treated as a valid QSub for federal income tax purposes as of the effective date of the sale.

**Q: When and where is the Guaranty special meeting?**

**A:** The Guaranty special meeting will take place on [ ], 2017, at [ ] local time, at [ ].

**Q: Who may attend the Guaranty special meeting?**

**A:** Only Guaranty shareholders on the record date may attend the special meeting. If you are a shareholder of record, you will need to present the proxy card that you received or another proof of identification in order to be admitted into the meeting.

**Q: What should I do if I receive more than one set of voting materials?**

**A:** Guaranty shareholders may receive more than one set of voting materials, including multiple copies of this proxy statement/prospectus and multiple proxy cards or voting instruction cards. For example, if you hold shares of Guaranty common stock in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold such shares. If you are a holder of record of Guaranty common stock and your shares are registered in more than one name, you will receive more than one proxy card. Please complete, sign, date and return each proxy card and voting instruction card that you receive or otherwise follow the voting instructions set forth in this proxy statement/prospectus to ensure that you vote every share of Guaranty common stock that you own.

**Q: When is the sale expected to be completed?**

**A:** We will try to complete the sale as soon as reasonably possible and expect to complete the sale late in the third quarter or early fourth quarter of 2017. Before that happens, the purchase and assumption agreement

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must be approved by shareholders of Guaranty, and we must obtain the necessary regulatory approvals. Assuming Guaranty shareholders vote to approve the sale and adopt the purchase and assumption agreement and we obtain the other necessary approvals and satisfaction or waiver of the other conditions to the closing described in the purchase and assumption agreement, we expect to complete the sale in the fourth quarter of 2017. See Description of the Purchase and Assumption Agreement Conditions to completion of the sale.

**Q: When is the dissolution expected to be completed?**

**A:** We intend to consummate the dissolution promptly after completing the sale before the end of 2017, but in no event later than January 31, 2018. However, we cannot assure you when or if the dissolution will occur. We must first obtain the approval of Guaranty shareholders of the dissolution proposal at the special meeting. See The Dissolution.

**Q: Is completion of the sale subject to any conditions besides shareholder approval?**

**A:** Yes. The transaction must receive the required regulatory approvals, and there are other standard closing conditions that must be satisfied. See Description of the Purchase and Assumption Agreement Conditions to completion of the sale.

**Q: What happens if the sale is not completed?**

**A:** Guaranty and QCR expect to complete the sale late in the third quarter or early fourth quarter of 2017. However, neither Guaranty nor QCR can assure you of when or if the sale will be completed. Guaranty and QCR must first obtain the approval of Guaranty shareholders for the sale, as well as obtain necessary regulatory approvals and satisfy certain other standard closing conditions. See Description of the Purchase and Assumption Agreement Conditions to completion of the sale. If the sale is not completed, Guaranty will not dissolve and Guaranty shareholders will not receive any consideration for their shares and will continue to be Guaranty shareholders. Under certain circumstances, QCR and Guaranty may be required to pay the other party a fee with respect to the termination of the purchase and assumption agreement, as described under Description of the Purchase and Assumption Agreement Termination fees.

**Q: What happens if the sale proposal is approved but the dissolution proposal is not approved?**

**A:** Approval of the dissolution proposal is not required to approve the sale proposal or complete the sale. If Guaranty shareholders approve the sale proposal and do not approve the dissolution proposal, Guaranty will still complete the sale, assuming the other closing conditions are met. In that case, Guaranty will have sold Guaranty Bank, which constitutes substantially all of Guaranty's operating assets to QCR, and Guaranty will not have any assets to support ongoing operating activity. Instead of making a distribution to shareholders pursuant to the dissolution, Guaranty would use its assets to pay off its liabilities and then use its remaining assets to pay ongoing operating expenses. Guaranty does not intend to invest in another operating business following the closing of the sale.

**Q: Who can answer my other questions?**

**A:** If you have more questions about the sale or how to submit your proxy or if you need additional copies of this proxy statement/prospectus or the enclosed proxy card, you should contact: Guaranty Bankshares, Ltd., Christopher Lindell, Vice President, 302 Third Avenue Southeast, Cedar Rapids, Iowa 52401, (319) 286-6208 or [clindell@guaranty-bank.com](mailto:clindell@guaranty-bank.com).

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**SUMMARY**

*This summary highlights selected information in this proxy statement/prospectus and may not contain all of the information that is important to you. To understand the sale more fully, you should read this entire proxy statement/prospectus carefully, including the Appendixes and the documents referred to or incorporated in this proxy statement/prospectus. A copy of the purchase and assumption agreement is attached as Appendix A to this proxy statement/prospectus and is incorporated by reference herein.*

**Information about QCR and Guaranty**

***QCR Holdings, Inc.***

3551 Seventh Street

Moline, Illinois 61265

(309) 743-7754

QCR Holdings, Inc. is a multi-bank holding company headquartered in Moline, Illinois, formed in February 1993 under the laws of the state of Delaware. It serves the Quad Cities, Cedar Rapids, Waterloo/Cedar Falls and Rockford communities through the following four wholly-owned banking subsidiaries, which provide full-service commercial and consumer banking and trust and asset management services:

Quad City Bank & Trust Company, which is based in Bettendorf, Iowa, and commenced operations in 1994;

Cedar Rapids Bank & Trust Company, which is based in Cedar Rapids, Iowa, and commenced operations in 2001;

Community State Bank, which is based in Ankeny, Iowa, and was acquired by QCR in 2016; and

Rockford Bank & Trust Company, which is based in Rockford, Illinois, and commenced operations in 2005. QCR engages in direct financing lease contracts through m2 Lease Funds, LLC, a wholly-owned subsidiary of Quad City Bank & Trust Company based in Brookfield, Wisconsin. QCR also engages in correspondent banking through more than 170 relationships with community banking institutions headquartered primarily in Illinois, Iowa, Missouri and Wisconsin.

As of March 31, 2017, QCR had total assets of approximately \$3.4 billion, total gross loans, including held for sale, of approximately \$2.40 billion, total deposits of approximately \$2.8 billion and total shareholders' equity of approximately \$295.8 million.

QCR common stock is traded on the NASDAQ Global Market under the ticker symbol QCRH.

***Guaranty Bankshares, Ltd.***

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302 Third Avenue Southeast

Cedar Rapids, Iowa 52401

(319) 286-6200

Guaranty Bankshares, Ltd. is an Iowa corporation and registered bank holding company for Guaranty Bank and Trust Company, an Iowa-chartered commercial bank headquartered in Cedar Rapids, Iowa. Guaranty Bank has six branches located in the Cedar Rapids metropolitan statistical area.



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As of March 31, 2017, Guaranty had consolidated total assets of approximately \$270.4 million, total gross loans of approximately \$197.6 million, total deposits of approximately \$213.5 million and total shareholders' equity of approximately \$29.6 million.

Guaranty common stock is privately held and not traded in any public market.

### **The sale and the purchase and assumption agreement** (See page [ ]) )

The purchase and assumption agreement provides for the sale by Guaranty of substantially all of its assets, including all of the capital stock of Guaranty Bank, and the assumption by QCR of certain of Guaranty's assets and liabilities. The sale is anticipated to be completed late in the third quarter or early fourth quarter of 2017. At a date following the completion of the sale, QCR intends to merge Guaranty Bank with and into CRBT, with CRBT as the surviving bank. At such time, Guaranty Bank's banking offices will become banking offices of CRBT. Until the banks are merged, QCR will own and operate Guaranty Bank as a separate bank subsidiary.

The purchase and assumption agreement is included as Appendix A to this proxy statement/prospectus and is incorporated by reference herein. We urge you to read the purchase and assumption agreement carefully and fully, as it is the legal document that governs the sale.

### **The dissolution** (See page [ ]) )

After the consummation of the sale, Guaranty will commence dissolution, which consists of liquidating its assets (including the consideration received in connection with the sale) and paying its debts. After payment of any remaining debts, of which there are anticipated to be none, the proceeds of the sale will be distributed to the shareholders of Guaranty on a pro rata basis. In accordance with IBCA Sections 490.1402-1405, after distribution of the remaining assets and winding up of Guaranty's business and affairs, Guaranty plans to complete the voluntary dissolution procedures allowed by Iowa law by filing articles of dissolution with the Iowa Secretary of State.

### **Sale consideration** (See page [ ]) )

The total consideration to be paid to Guaranty by QCR at the closing of the sale pursuant to the purchase and assumption agreement, subject to adjustment, is equal to:

Guaranty's adjusted tangible equity as of the end of the month immediately preceding the closing date (which we refer to as the *core capital* ) up to an amount equal to \$24,286,985 multiplied by 1.53; *plus*

Guaranty's adjusted tangible equity as of the end of the month immediately preceding the closing date in excess of the core capital (which we refer to as the *excess capital* ).

Guaranty intends to pay a special dividend to its shareholders in an amount equal to the excess capital immediately prior to the closing of the sale. Therefore, the total consideration to be paid to Guaranty at the closing of the sale is expected to be an amount equal to 1.53 multiplied by the core capital, or approximately \$37.2 million. The cash portion of the sale consideration is expected to be approximately \$7.8 million. Based on a closing price of QCR common stock of \$46.50, the last full trading day before the public announcement of the purchase and assumption agreement, the stock portion of the sale consideration would equal approximately 631,304 shares of QCR common stock with an aggregate market value of approximately \$29.4 million. Based on a closing price of QCR common stock

of [ ] on [ ], 2017, the latest practicable date before the date of this proxy statement/prospectus, the stock portion of the sale consideration would equal approximately [ ] shares of QCR common stock with an aggregate market value of approximately \$[ ] million. The cash and stock portions of the sale consideration will be paid directly to Guaranty, and not to Guaranty's shareholders. No fractional shares of QCR common stock will be issued in the sale.

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**Material U.S. federal income tax consequences of the sale and the dissolution** (See page [ ]) )

Guaranty's sale of all of its assets and all of the capital stock of Guaranty Bank to QCR will be treated as a taxable sale by Guaranty of all of its assets and all of the assets owned by Guaranty Bank to QCR for U.S. federal income tax purposes. Guaranty will recognize gain or loss on this deemed asset sale equal to the difference between the amount realized in the sale and Guaranty's adjusted tax basis in its assets. In addition, because Guaranty is an S corporation and Guaranty Bank is a QSub, any gains or losses recognized by Guaranty or Guaranty Bank on the deemed asset sale as a result of the sale will flow-out to the shareholders of Guaranty under the S corporation rules and be taxable on a pro rata basis to these shareholders for U.S. federal income tax purposes. A Guaranty shareholder that is entitled to receive a pro rata distribution upon the dissolution of Guaranty will also recognize additional gain or loss, if any, on such dissolution in an amount equal to the difference between the amount of cash received in exchange for Guaranty common stock and the adjusted tax basis in his, her or its shares of Guaranty common stock. See section entitled

Material U.S. Federal Income Tax Consequences of the Sale and the Dissolution. You should consult your own tax advisor about the particular tax consequences of the sale and dissolution to you.

The descriptions of the tax consequences of the sale and the dissolution in this proxy statement/prospectus are based on Guaranty being treated as a valid S corporation (as defined below), that each Guaranty corporate subsidiary being treated as a valid QSub for federal income tax purposes. See Risk Factors The sale and the dissolution will be taxable transactions for U.S. federal income tax purposes for a more detailed description of the risks associated with Guaranty not being treated as a valid S corporation or any Guaranty corporate subsidiary not being treated as a valid QSub for federal income tax purposes as of the effective date of the sale.

**Guaranty's reasons for the sale; Board recommendation to Guaranty's shareholders** (See page [ ]) )

The Guaranty board of directors believes that the sale and dissolution are in the best interests of Guaranty and its shareholders. Guaranty's board of directors unanimously recommends that Guaranty shareholders vote **FOR** the sale proposal, **FOR** the dissolution proposal and **FOR** the adjournment proposal in the event that an insufficient number of votes are cast to approve the sale proposal.

**Interests of officers and directors of Guaranty in the sale may be different from, or in addition to, yours** (See page [ ]) )

When you consider the Guaranty board of directors' recommendation to vote in favor of approval of the purchase and assumption agreement and the dissolution, you should be aware that some of Guaranty's directors and officers may have interests in the sale that are different from, or in addition to, your interests as shareholders. These interests include, among others, certain payments due under incentive compensation arrangements with Guaranty Bank and acceleration of payments in connection with their termination, payments due under change of control agreements with Guaranty Bank, and rights to ongoing indemnification and insurance coverage by QCR for acts or omissions occurring prior to the sale. These interests also include QCR's agreement to appoint two members of the board of directors of Guaranty or Guaranty Bank to serve as a member of the CRBT bank board of directors following the completion of the bank merger. The Guaranty board of directors was aware of these interests and took them into account in reaching its decisions to approve and adopt the purchase and assumption agreement and the dissolution and to recommend the approval of the purchase and assumption agreement and the dissolution to Guaranty shareholders.

**Guaranty shareholders will have appraisal rights in connection with the sale** (See page [ ]) )

Guaranty shareholders may assert appraisal rights in connection with the sale and, upon complying with the requirements of the IBCA, receive cash in the amount of the fair value of their shares instead of the sale consideration.

A copy of the sections of the IBCA pertaining to appraisal rights is attached as Appendix B to this proxy statement/prospectus. You should read the statute carefully and consult with your legal counsel if you intend to exercise these rights.

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### **The sale and the dissolution are subject to a number of risks** (See page [ ])

There are a number of risks relating to the sale and the dissolution. See the Risk Factors beginning on page [ ] of this proxy statement/prospectus for a discussion of these and other risks. You should also consider the other information in this proxy statement/prospectus and the other documents incorporated by reference into this proxy statement/prospectus. See the section of this proxy statement/prospectus entitled Where You Can Find More Information.

### **Shareholder approval will be required to complete the sale and approve the other proposals set forth in the notice** (See page [ ])

Approval by Guaranty's shareholders at Guaranty's special meeting of shareholders on [ ], 2017 is required to complete the sale. The presence, in person or by proxy, of a majority of the shares of Guaranty common stock entitled to vote on the purchase and assumption agreement is necessary to constitute a quorum at the meeting. Each share of Guaranty common stock outstanding on the record date entitles its holder to one vote on the purchase and assumption agreement and any other proposal listed in the notice. Approval of the sale proposal, the dissolution proposal and the adjournment proposal each requires the affirmative vote of the holders of a majority of the votes cast at the special meeting. Abstentions, shares not voted and broker non-votes will have no effect on the proposals.

### **Completion of the sale is subject to regulatory approvals** (See page [ ])

The sale cannot proceed without obtaining all requisite regulatory approvals. QCR and Guaranty have agreed to take all appropriate actions necessary to obtain the required approvals. The sale of Guaranty Bank is subject to prior approval of the Board of Governors of the Federal Reserve System (which we refer to as the Federal Reserve). QCR submitted an application with the Federal Reserve Bank of Chicago on July 12, 2017 seeking the necessary approval.

In reviewing that application, the Federal Reserve is required to consider the following:

competitive factors, such as whether the sale will result in a monopoly or whether the benefits of the sale to the public in meeting the needs and convenience of the community clearly outweigh the sale's anticompetitive effects or restraints on trade; and

banking and community factors, which includes an evaluation of:

the financial and managerial resources of QCR, including its subsidiaries, and of Guaranty, and the effect of the proposed transaction on these resources;

management expertise;

internal control and risk management systems;

the capital of Guaranty;

the convenience and needs of the communities to be served; and

the effectiveness of Guaranty and QCR in combating money laundering activities.

The application process includes publication and opportunity for comment by the public. The Federal Reserve may receive, and must consider, properly filed comments and protests from community groups and others regarding (among other issues) each institution's performance under the Community Reinvestment Act of 1977, as amended. The sale may not be completed until 15 days after receipt of Federal Reserve approval, during which time the United States Department of Justice may challenge the sale on antitrust grounds. The commencement of an antitrust action would stay the effectiveness of the Federal Reserve's approval, unless a court specifically orders otherwise.

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The sale of Guaranty Bank is also subject to approval of the Iowa Division of Banking (which we refer to as the IDOB ). QCR submitted an application with the IDOB on July 12, 2017 seeking the necessary approval.

At a date following the completion of the sale, QCR intends to merge Guaranty Bank with and into CRBT, with CRBT as the surviving bank. The bank merger will be subject to approval by the IDOB and the Federal Reserve. CRBT submitted an application with the Federal Reserve on July 12, 2017 seeking this approval and intends to file an application with the IDOB as promptly as possible.

While QCR knows of no reason why the approval of any of the applications would be denied or unduly delayed, it cannot assure you that all regulatory approvals required to complete the sale will be obtained or obtained in a timely manner.

**Conditions to the sale** (See page [ ]) )

*Closing Conditions for the Benefit of QCR.* QCR's obligations are subject to fulfillment of certain conditions, including:

accuracy of representations and warranties of Guaranty in the purchase and assumption agreement as of the closing date, except as otherwise set forth in the purchase and assumption agreement;

performance by Guaranty in all material respects of its obligations under the purchase and assumption agreement, except as otherwise set forth in the purchase and assumption agreement;

approval of the purchase and assumption agreement and the transactions contemplated therein at the meeting of Guaranty shareholders;

no proceeding, other than shareholder litigation, involving any challenge to, or seeking damages or other relief in connection with, any transaction contemplated by the purchase and assumption agreement, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the contemplated transactions, in either case that would reasonably be expected to have a material adverse effect;

no order, injunction, decree, statute, rule, regulation or other legal restraint or prohibition preventing or making illegal the consummation of the sale or any of the other transactions contemplated by the purchase and assumption agreement;

receipt of all necessary regulatory approvals;

the registration statement, of which this proxy statement/prospectus is a part, concerning QCR common stock issuable pursuant to the purchase and assumption agreement, having been declared effective by the

SEC;

the delivery by Guaranty all of the certificates, documents and other items required by it pursuant to the purchase and assumption agreement;

approval of the listing of the shares of QCR common stock issuable pursuant to the purchase and assumption agreement on the NASDAQ Global Market; and

no material adverse change in the financial condition, assets or business of Guaranty since the date of the purchase and assumption agreement.

*Closing Conditions for the Benefit of Guaranty.* Guaranty's obligations are subject to fulfillment of certain conditions, including:

accuracy of representations and warranties of QCR in the purchase and assumption agreement as of the closing date, except as otherwise set forth in the purchase and assumption agreement;



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performance by QCR in all material respects of its obligations under the purchase and assumption agreement;

approval of the purchase and assumption agreement and the transactions contemplated therein at the meeting of Guaranty shareholders;

no proceeding, other than shareholder litigation, involving any challenge to, or seeking damages or other relief in connection with, any transaction contemplated by the purchase and assumption agreement, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the contemplated transactions, in either case that would reasonably be expected to have a material adverse effect;

no order, injunction, decree, statute, rule, regulation or other legal restraint or prohibition preventing or making illegal the consummation of the sale or any of the other transactions contemplated by the purchase and assumption agreement;

receipt of all necessary regulatory approvals;

the registration statement, of which this proxy statement/prospectus is a part, concerning QCR common stock issuable pursuant to the purchase and assumption agreement, having been declared effective by the SEC;

the delivery by QCR all of the certificates, documents and other items required by it pursuant to the purchase and assumption agreement;

approval of the listing of the shares of QCR common stock issuable pursuant to the purchase and assumption agreement on the NASDAQ Global Market; and

no material adverse change in the financial condition, assets or business of QCR since the date of the purchase and assumption agreement.

**How the purchase and assumption agreement may be terminated by QCR and Guaranty (See page [ ])**

QCR and Guaranty may mutually agree to terminate the purchase and assumption agreement and abandon the sale at any time. Subject to conditions and circumstances described in the purchase and assumption agreement, either QCR or Guaranty may also terminate the purchase and assumption agreement upon the following occurrences:

the other party has breached or failed to perform its obligations under the purchase and assumption agreement, which breach or failure to perform would result in the failure of any of the closing conditions and

such breach or failure cannot be cured within 30 days (if applicable), provided its inability to satisfy the condition was not caused by the non-breaching party's failure to comply in all material respects with any of its obligations under the purchase and assumption agreement;

any regulatory authority has denied approval of any of the transactions contemplated by the purchase and assumption agreement or any application for a necessary regulatory approval has been withdrawn at the request of a regulatory authority, provided that such right to terminate is not available to a party whose failure to fulfill any of its obligations under the purchase and assumption agreement has been the cause of the denial or withdrawal of regulatory approval;

failure to receive approval by Guaranty shareholders for the purchase and assumption agreement and the transactions contemplated therein following the meeting held for such purpose;

the sale is not completed by February 28, 2017, provided that such right to terminate is not available to a party whose failure to fulfill any of its obligations under the purchase and assumption agreement has resulted in the failure of the sale to be completed before such date; or

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a court or regulatory authority has enjoined or prohibited any of the transactions contemplated in the purchase and assumption agreement.

In addition, a particular party may terminate the purchase and assumption agreement upon the following occurrences:

QCR may terminate if Guaranty materially breaches any of its obligations with respect to soliciting alternative acquisition proposals or holding a meeting of its shareholders to approve the purchase and assumption agreement;

Guaranty may terminate in order to enter into an agreement with respect to an unsolicited superior proposal from a third party;

QCR may terminate if Guaranty's board of directors makes an adverse recommendation to Guaranty's shareholders;

QCR may terminate if, after the identification or confirmation of the presence of certain environmental conditions related to certain real property, the aggregate cost of remedying such conditions exceeds \$250,000 and Guaranty or Guaranty Bank does not agree to pay or accrual all such remediation costs; or

Guaranty may terminate during the five business day period commencing on the 15<sup>th</sup> business day immediately prior to the scheduled closing date of the sale (which we refer to as the determination date), if: (i) the volume weighted average of the daily closing sales prices of a share of QCR common stock as reported on the NASDAQ Global Market for the 10 consecutive trading days immediately preceding the determination date is less than \$36.08; and (ii) the performance of QCR's common stock underperforms the SNL U.S. Bank Index by more than 20%; provided, that QCR may offer to increase the cash portion of the total consideration in such circumstance to prevent such a termination as described in the section entitled Description of the Purchase and Assumption Agreement Consideration to be received in the sale.

**Termination fees and expenses may be payable under some circumstances** (See page [ ])

*Termination Fees Payable by Guaranty.* Guaranty has agreed to pay QCR a termination fee of \$1.3 million if QCR terminates the purchase and assumption agreement because Guaranty has breached or failed to perform its obligations under the purchase and assumption agreement, which breach or failure to perform would result in the failure of any of the closing conditions and such breach or failure cannot be cured within 30 days (if applicable), provided its inability to satisfy the condition was not caused by QCR's failure to comply in all material respects with any of its obligations under the purchase and assumption agreement.

Guaranty has agreed to pay QCR a termination fee of \$1.3 million if the purchase and assumption agreement is terminated under the following circumstances:

QCR terminates the purchase and assumption agreement because Guaranty breaches its covenant not to solicit an acquisition proposal from a third party or its obligations related to holding a shareholder meeting to

approve the purchase and assumption agreement;

Guaranty terminates the purchase and assumption agreement in order to enter into an agreement with respect to an unsolicited superior proposal; or

If, prior to termination, another acquisition proposal is known to Guaranty, has been communicated directly to Guaranty's shareholders or is publicly announced, and (i) thereafter the purchase and assumption agreement is terminated by QCR upon (A) Guaranty's breach of its obligations under the

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purchase and assumption agreement or (B) an adverse recommendation to Guaranty's shareholders by the board of directors (ii) within six months after such termination Guaranty enter into a definitive written agreement with respect to such acquisition proposal.

*Termination Fees Payable by QCR.* QCR has agreed to pay Guaranty a termination fee of \$1.0 million if Guaranty terminates the purchase and assumption agreement because QCR has breached or failed to perform its obligations under the purchase and assumption agreement, which breach or failure to perform would result in the failure of any of the closing conditions and such breach or failure cannot be cured within 30 days, provided its inability to satisfy the condition was not caused by Guaranty's failure to comply in all material respects with any of its obligations under the purchase and assumption agreement.

### **Voting and support agreement** (See page [ ])

On June 8, 2017, certain directors and officers of Guaranty agreed to vote all of their shares of Guaranty common stock in favor of the purchase and assumption agreement at the special meeting. The voting and support agreement covers approximately 66.2% of Guaranty's outstanding shares of common stock as of [ ], 2017. This voting and support agreement terminates if the purchase and assumption agreement is terminated in accordance with its terms. A copy of the form of voting and support agreement is attached to this proxy statement/prospectus as Appendix C.

### **Accounting treatment of the sale** (See page [ ])

For accounting and financial reporting purposes, the sale will be accounted for under the acquisition method of accounting for business combinations in accordance with accounting principles generally accepted in the United States (which we refer to as "GAAP").

### **Certain differences in QCR shareholder rights and Guaranty shareholder rights** (See page [ ])

Because they will receive QCR common stock, Guaranty shareholders will become QCR shareholders as a result of the sale. Their rights as shareholders after the sale will be governed by QCR's articles of incorporation and bylaws. The rights of QCR shareholders are different in certain respects from the rights of Guaranty's shareholders. The material differences are described later in this proxy statement/prospectus.

### **QCR shares will be listed on NASDAQ** (See page [ ])

The shares of QCR common stock to be issued pursuant to the sale will be listed on the NASDAQ Global Market under the symbol "QCRH".

**Table of Contents****SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA OF QCR**

The following table summarizes selected historical consolidated financial data of QCR for the periods and as of the dates indicated. This information has been derived from QCR's consolidated financial statements filed with the SEC. Historical financial data as of and for the three months ended March 31, 2017 and March 31, 2016 are unaudited and include, in management's opinion, all normal recurring adjustments considered necessary to present fairly the results of operations and financial condition of QCR. You should not assume the results of operations for past periods indicate results for any future period.

You should read this information in conjunction with QCR's consolidated financial statements and related notes thereto included in QCR's Annual Report on Form 10-K as of and for the year ended December 31, 2016, and in QCR's Quarterly Report on Form 10-Q as of and for the three months ended March 31, 2017, which are incorporated by reference into this proxy statement/prospectus. See [Where You Can Find More Information](#).

	<b>As of and for the Quarters Ended March 31,</b>		<b>As of or for the years ended December 31,</b>					
	<b>2017</b>	<b>2016</b>	<b>2016</b>	<b>2015</b>	<b>2014</b>	<b>2013</b>	<b>2012</b>	
<i>(dollars in thousands, except per share data)</i>								
<b><u>Statement of Income Data</u></b>								
Interest income	\$ 31,345	\$ 23,502	\$ 106,468	\$ 90,003	\$ 85,965	\$ 81,872	\$ 77,376	
Interest expense	3,676	2,905	11,951	13,707	16,894	17,767	19,727	
Net interest income	27,669	20,597	94,517	76,296	69,071	64,105	57,649	
Provision for loan/lease losses	2,105	2,073	7,478	6,871	6,807	5,930	4,371	
Non-interest income	7,284	6,822	31,037	24,364	21,282	26,846	18,953	
Non-interest expense <sup>(1)</sup>	21,273	16,954	81,486	73,192	65,554	65,465	54,591	
Income tax expense	2,390	2,019	8,903	3,669	3,039	4,618	4,534	
Net income	9,185	6,373	27,687	16,928	14,953	14,938	13,106	
Less: net income attributable to noncontrolling interests								488
Net income attributable to QCR Holdings, Inc.	9,185	6,373	27,687	16,928	14,953	14,938	12,618	
					1,082	3,168	3,496	

Less: preferred  
stock dividends  
and discount  
accretion

Net income attributable to QCR Holdings, Inc. common shareholders	9,185	6,373	27,687	16,928	13,871	11,770	9,122
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### **Per Common Share Data**

Net income Basic <sup>(2)</sup>	\$ 0.70	\$ 0.54	\$ 2.20	\$ 1.64	\$ 1.75	\$ 2.13	\$ 1.88
Net income Diluted <sup>(2)</sup>	0.68	0.53	2.17	1.61	1.72	2.08	1.85
Cash dividends declared	0.05	0.04	0.16	0.08	0.08	0.08	0.08
Dividend payout ratio	7.14%	7.41%	7.27%	4.88%	4.57%	3.76%	4.26%
Closing stock price	\$ 42.35	\$ 23.79	\$ 43.30	\$ 24.29	\$ 17.86	\$ 17.03	\$ 13.22

### **Balance Sheet Data**

Total assets	\$ 3,381,013	\$ 2,640,673	\$ 3,301,944	\$ 2,593,198	\$ 2,524,958	\$ 2,394,953	\$ 2,093,730
Securities	557,646	537,317	574,022	577,109	651,539	697,210	602,239
Total loans/leases	2,435,850	1,873,823	2,405,487	1,798,023	1,630,003	1,460,280	1,287,388
Allowance	32,059	27,395	30,757	26,141	23,074	21,448	19,925
Deposits	2,805,931	1,989,573	2,669,261	1,880,666	1,679,668	1,646,991	1,374,114
Borrowings	231,534	347,901	290,952	444,162	662,558	563,381	547,758
Shareholders equity:							
Preferred						29,799	53,163
Common	295,840	235,143	286,041	225,886	144,079	117,778	87,271

### **Key Ratios**

Return on average assets <sup>(3)</sup>	1.12%	0.98%	0.97%	0.66%	0.61%	0.64%	0.62%
Return on average common equity <sup>(2)</sup>	12.63	11.02	10.56	8.79	10.49	11.48	10.84
Return on average equity <sup>(3)</sup>	12.63	11.02	10.56	8.79	10.48	10.24	8.90
Net interest margin, tax equivalent yield (Non-GAAP) <sup>(4)(6)</sup>	3.90	3.59	3.75	3.37			