



**AMERICAN**  
Savings Bank

# Business Credit Application

*Mahalo for letting us help your business. We will be happy to assist you in completing this application*

## Business Loan Product Type

(Select All That Apply) (for Credit Requests \$250,000+ Please See Loan Officer or Manager)

Line of Credit: ☐ New ☐ Increase ☐ Decrease Request \$ \_\_\_\_\_ (Min.: \$10,000 / Max.: \$250,000) (Business PowerLine / Revolving Line)

Existing Line of Credit Account #: \_\_\_\_\_

Term Loan: ☐ New Request \$ \_\_\_\_\_ (Min.: \$10,000 / Max.: \$250,000)

Select Term: \_\_\_\_\_ (Min.: 1-Year / Max.: 5-Years)

ProTecLine: ☐ New ☐ Increase ☐ Decrease Request \$ \_\_\_\_\_ (Min.: \$2,500 / Max.: \$10,000)

**Note 1:** For all Obligor / Borrowers, ProTec Lines of Credit require the same legal name as on the ASB checking account.

Purpose: (Check All That Apply):

- ☐ Purchase Inventory ☐ Expansion ☐ Carry Receivables  
☐ Pay Accounts Payable ☐ Purchase Equipment ☐ Other \_\_\_\_\_

### Your ASB Checking Account #

This account will be used for Automatic payment & deposit of proceeds (See Note 1)

All requests require an ASB Business checking account for automatic payment deduction and deposit of term loan proceeds (if applicable).

**All credit products requested pursuant to this application, including but not limited to the Business PowerLine may only be used for a business purpose, and in no event may any of the credit products be used for any personal, family, household purpose.**

**PAYMENTS:** You authorize and agree with American Savings Bank that required monthly payments for the requested credit facility will be automatically deducted from and Business PowerLine advances and Business Term Loan proceeds will be deposited to your existing American Savings Bank Business Checking Account.

## Financial Statements & Other Information Required

If your business credit obligations with ASB exceed \$50,000 in aggregate, please provide the following:

- Last 2 year's business tax returns
- Last 2 year's business financial statements and current year-to-date financial statement if application date is more than 6-months after the business year end
- Last 2 year's personal tax returns for each owner with 20% or more ownership in the company
- Current personal financial statement for each owner with 20% or more ownership in the company (ASB Personal Financial Statement form BBD-10a)

*Note: All Tax Returns and Financial Statements must include all schedules and attachments. All Tax Returns must be signed and dated by the taxpayer(s) or owner(s). Credit approval is subject to verification of information and may require receipt of additional documentation.*

Notes: To expedite processing, please attach where applicable:

- Articles of Incorporation / Articles of Organization
- Partnership Agreement
- General Excise Tax License
- Certificate of Authority
- Operating Agreement
- By-Laws
- Articles of Conversion

## Your Business Profile

Complete legal name of business		dba name		Fed. Tax ID No. or Soc. Sec. No.	
Mailing address		City		State	Zip
Business street address, if different		City		State	Zip
Business telephone (      )	Type of business	Date business established		Under current management since: Mo.                      Yr.	
Business contact name				Telephone (      )	
Business type (check one)	<input type="checkbox"/> Sole proprietorship <input type="checkbox"/> General partnership <input type="checkbox"/> Corporation	<input type="checkbox"/> Limited partnership <input type="checkbox"/> Limited liability partnership <input type="checkbox"/> Limited liability company	<input type="checkbox"/> S Corporation <input type="checkbox"/> Nonprofit organization	<input type="checkbox"/> Other:	
Industry code (check one)	<input type="checkbox"/> Agriculture <input type="checkbox"/> Construction <input type="checkbox"/> Finance / Insurance	<input type="checkbox"/> Food Service <input type="checkbox"/> Health Care <input type="checkbox"/> High Tech	<input type="checkbox"/> Manufacturing <input type="checkbox"/> Money Service Bureau <input type="checkbox"/> Professional Services	<input type="checkbox"/> Real Estate <input type="checkbox"/> Retail <input type="checkbox"/> Tourism	<input type="checkbox"/> Wholesale <input type="checkbox"/> Other Business
Annual gross sales/revenues \$		Net profit/loss \$		Net worth \$	Number of employees

**Business Profile Questions**

If the answer is "Yes" to any question, please describe or list below

Do you conduct business only in Hawaii?	<input type="checkbox"/> Yes	<input type="checkbox"/> No If 'No,' please list other states:
Do you conduct business overseas?	<input type="checkbox"/> No	<input type="checkbox"/> Yes If 'Yes,' please list other countries:
Are there any delinquent state or federal taxes owed by the business or principals?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Has the business incurred a loss in any of the last three years?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Is the business an endorser, guarantor, or co-maker for any obligations not listed on the financial statements?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Is the business a party to any lawsuit or countersuit?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Has the business or principals ever declared bankruptcy?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Is the business for sale or under agreement that would change the ownership of the business?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are any business or personal assets held in trust?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Are Accounts Receivable or Inventory currently pledged as collateral?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

**Collateral**

☐ Your total credit obligations with ASB are \$100,000 or less and you are not required to pledge collateral.

☐ Your total credit obligations with ASB are over \$100,000 and the following is the (non-real estate) collateral you will pledge:

☐ Accounts Receivable, Deposits, General Intangibles, Trade Names, Licenses, Inventory, Furniture, Fixtures & Equipment

Address where located: \_\_\_\_\_ Insurance Agency: \_\_\_\_\_

☐ Specific Equipment - Description: \_\_\_\_\_

☐ Assignment of Accounts Receivable, Contract, or if Life Insurance on person insured \_\_\_\_\_

☐ Other: \_\_\_\_\_

**Your Business Banking Relationships****Business Credit**

Name of Creditor	Account Number	Account Type (secured/unsecured/ equipment)	Outstanding Balance	Monthly Payment

**Business Deposits**

Name of Institution	Account Number	Account Type	Average Balance

## Your Personal Profile

(Required: All General Partners, and all Shareholders Owning 20% or More of Corporation Stock or Membership Interest in a Limited Liability Company. All percentage of ownership must be listed. Attach a separate sheet if necessary.)

<input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Miss <input type="checkbox"/> Ms (optional)	First name	Last name	Social Security No.	Date of Birth	% Ownership
Residence street address			City	State Zip	Home telephone ( )
Time at Current Address	Monthly Income: \$	Monthly Housing Payments \$	Monthly Revolving Debt Payments \$	Monthly Installment Loan Payments \$	
Total Assets \$	Equity in Home (Included in Total Assets) \$	Value of Business (Included in Total Assets) \$	Total Liabilities \$	Personal Net Worth \$	

## Guarantor Deposits

Name of Institution	Account Number	Account Type	Average Balance

## Agreement Signatures

**PLEASE READ AND SIGN:** By signing below, you are asking, on behalf of the company identified above (the "Company"), American Savings Bank (the "Bank") to open a PowerLine revolving line of credit and/or a ProTecLine overdraft line of credit, and/or make a PowerLine term loan to the Company. By signing below, you certify that you are authorized to sign this application in the capacity designated below on behalf of the Company pursuant to the authorization submitted to the Bank with this application, and that all of the above information and any information submitted with this application, including but not limited to any addendum, financial statements or supplemental documents is true and correct. You also authorize American Savings Bank to verify the information you have provided to the Bank above and in connection with this application and to receive and exchange credit information about the Company and any principal owner(s) of the Company, both now and in the future. You understand and agree that, if the Company requests a PowerLine revolving line of credit or a PowerLine term loan in an amount greater than \$100,000, the Company authorizes the Bank to consider this as an application for a commercial revolving line of credit or a commercial term loan respectively. By signing below, you are agreeing that, if this application is approved, the Company shall be subject to all of the terms and conditions of the PowerLine/ProTecLine/Term Loan Agreement (individually and collectively, the "Agreement"), and that the Company will be liable for all fees and charges charged pursuant to the Agreement. You agree that required monthly payments under PowerLine revolving line of credit and/or ProTecLine overdraft line of credit and/or a PowerLine term loan will be automatically deducted from the American Savings Bank business checking account listed on the front of this application, and you agree to maintain the business checking account until all of the credit we have extended to you pursuant to this application is paid in full. In addition, if an Event of Default occurs under the Business PowerLine/ProTecLine/Term Loan Agreement, the Bank may apply the funds held in the business checking account to the outstanding principal balance of the credit facility. **By signing below, the Company is hereby granting the Bank a Uniform Commercial Code security interest in the American Savings Bank business checking account identified on the front of this application and any other deposit accounts the Company maintains with the Bank to secure any current or future indebtedness the Company has with the Bank and authorize the Bank to file one or more UCC-1 Financing Statements to perfect the Bank's security interest in any other collateral securing the Company's obligations under the Agreement.**

**SIGNATURE INSTRUCTIONS:** SOLE PROPRIETORSHIPS MUST COMPLETE APPLICATION AND SIGN BELOW. ALL OTHER APPLICANTS MUST COMPLETE APPLICATION, SIGN BELOW, COMPLETE AND SIGN PERSONAL GUARANTY (ALL GENERAL PARTNERS, AND ALL SHAREHOLDERS OWNING 20% OR MORE OF CORPORATION STOCK OR MEMBERSHIP INTEREST IN A LIMITED LIABILITY COMPANY) BELOW AND COMPLETE AND SIGN THE APPLICATION AND AUTHORIZATIONS BELOW WHICH AUTHORIZE THE SUBMISSION OF THIS APPLICATION ON BEHALF OF THE COMPANY.

SIGNATURE	PRINT NAME	COMPANY TITLE	DATE
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## U.S. Patriot Act Disclosure

### Important Information About Procedures For Applying For Credit

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who signs an application for a loan or line of credit. What this means to you is that when you sign an application for a loan or line of credit, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## Corporate Authorization

The undersigned Secretary of the Company, hereby certifies as follows: (1) The Company is a corporation duly organized under the laws of the State of \_\_\_\_\_; (2) The undersigned has the full authority to execute this Authorization; (3) The powers set forth in this Authorization were granted by resolutions adopted at either a board of directors meeting duly held at which a quorum was present or votes or by unanimous written consent of said board; (4) The Company is authorized to submit this application and establish the credit facilities requested in this application; (5) The persons signing this application are duly authorized to do so by the Company; and (6) The signatures and titles of the signors of this application are the genuine signatures and titles of the persons indicated.

\_\_\_\_\_  
COMPANY SECRETARY – SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
DATE

## LLC Authorization

The undersigned Members of the Company, hereby certify as follows: (1) The Company is a limited liability company duly organized under the laws of the State of \_\_\_\_\_; (2) The undersigned Members have the full authority to execute this Authorization; (3) The powers set forth in this Authorization were granted by resolutions adopted at either a meeting of the Members duly held at which a quorum as present or votes or by unanimous written consent of the Members; (4) The Company is authorized to submit this application and establish the credit facilities requested in this application; and (5) The signatures and titles of the signors of this application are the genuine signatures and titles of the persons indicated.

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PRINT NAME

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DATE

## Partnership Authorization

The undersigned partners of the Company (the "Partners") hereby certify to the Bank as follows: (1) The partnership is duly organized under the laws of the State of \_\_\_\_\_; (2) The Partners are all of the general partnership of the Company; (3) The Partners have the full power and authority to execute this authorization and this application on behalf of the Company; (4) The Partners hereby ratify all actions previously taken and to be taken in connection with this application and the credit extensions requested in the application; and (5) the Partners are jointly and severally liable for any indebtedness incurred by the Company in connection with this application.

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PRINT NAME

\_\_\_\_\_  
DATE

## Personal Guaranty For Business PowerLine, ProTecLine, and PowerLine Term Loans

(Required signers: All General Partners, and all Shareholders Owning 20% or More of Corporation Stock or Membership Interest in a Limited Liability Company.)

This guaranty is being given in connection with the attached Business PowerLine/Business/ProTecLine/Application (the "Application") in which \_\_\_\_\_, a \_\_\_\_\_ (the "Company"), has applied for a Business ProTecLine and/or a Business PowerLine revolving line of credit, and/or a Business PowerLine term loan (individually and collectively, the "Loan"). By signing below, each of us severally request that American Savings Bank (the "Bank") make the Loan in the Company's name. In order to induce the Bank to do so, and in consideration thereof and of benefits to accrue to each of us therefrom, each of us, as a primary obligor, jointly, severally, and unconditionally: (1) guarantees to the Bank that the Company or any of the other guarantors will fully and promptly pay and perform all of its obligations to the Bank under the PowerLine/ProTecLine Agreement (individually and collectively, the "Agreement"), and irrespective of (a) any invalidity or unenforceability of any such obligation, (b) the Bank's failure to perfect or enforce any of the Bank's rights under the Agreement or related documents, (c) any and all forbearances or waivers by the Bank of any of the terms of the Agreement, including without limitation, amendments modifying the credit limits, and (d) the renewal of a PowerLine revolving line of credit or a ProTecLine overdraft line of credit and extension of the maturity date or the conversion of a PowerLine revolving line of credit or a ProTecLine overdraft line of credit to a term loan pursuant to the terms of the Agreement; and (2) agrees, without the Bank's first having to proceed against the Company or any of the other guarantors, to pay on demand all sums due and owing by the Company or any of the other guarantors under the Loan and the Agreement, as the same may be amended from time to time (notice of all such amendments being hereby waived by each guarantor), and to pay all losses, costs, attorneys' fees, or expenses that may be suffered by the Bank by reason of the Company or any of the other guarantor's default or default by any of the undersigned. This guaranty is an unconditional guarantee of payment and performance, and shall bind our respective heirs, administrators, representatives, successors, and assigns, and shall inure to the Bank's successors and assigns, including, but not limited to, any party to whom the Bank may assign the Loan, we hereby waive notice of any such assignment. All of the Bank's rights are cumulative and not alternative. Each of us hereby authorizes the Bank, without further notice or demand, and without affecting their liability hereunder, at the Bank's discretion, to take and hold security for the payment of the Loan. By signing below, each of us authorizes the Bank to rely upon and verify any financial information provided by us to the Bank in connection with the Application and the Loan. Each of us authorizes the Bank to obtain consumer and/or commercial credit reports on each of us both now and in the future, until the later of the date all of the Company's obligations to the Bank have been satisfied or the date this guaranty is terminated. Each of us also authorizes the Bank to provide credit information about the Bank's experience with each of us to other creditors and to credit reporting agencies from time to time.

COPY AND ATTACH SEPARATE SHEET IF NECESSARY

SIGNATURE	PRINT NAME	DATE
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### Bank's Use Only

Branch name and number	Referring officer signature	Referring officer's name and phone number	
Sales officer's name and phone number	Applicant's average checking account balance	Applicant's NAICS code	G.E.T. Number



## Business Credit Disclosures

MAHALO FOR LETTING US HELP YOUR BUSINESS. PLEASE LET US KNOW IF YOU NEED ASSISTANCE TO COMPLETE THIS APPLICATION.

### Business Loan Action Type:

This application, financial statement(s), and any attached documents apply as check marked below:

#### SOLE PROPRIETOR

<input type="checkbox"/>	I am applying for separate individual credit in my name only and will be relying on my own income or assets and not the income or assets of another person to repay the credit requested.
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<input type="checkbox"/>	We intend to apply for joint credit. The undersigned below voluntarily apply jointly for credit and are providing information on each of our separate and jointly owned assets and income.	
We intend to apply for joint credit. (Please initial)	_____ Applicant	_____ Co-Applicant

#### CORPORATION, PARTNERSHIP, LIMITED LIABILITY COMPANY, LIMITED LIABILITY PARTNERSHIP

<input type="checkbox"/>	I am providing my separate individual guaranty for a: Person(s), Partnership(s), Limited Liability Company(ies) – (LLC), or Corporation(s).
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<input type="checkbox"/>	We intend to offer our joint guaranty. The undersigned below voluntarily offer our joint guaranty on the indebtedness of a: Person(s), Partnership(s), LLC(s), or Corporation(s).	
We intend to apply for joint guaranty. (Please initial)	_____ Guarantor	_____ Co-Guarantor

#### USA PATRIOT Act Disclosure:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who signs an application for a loan or line of credit. What this means to you is that when you sign an application for a loan or line of credit, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

#### Notice of Negative Information Disclosure:

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

#### Adverse Action Notice Disclosure:

If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain this statement, please contact the following within 60 days from the date you are notified of American Savings Bank's decision:

**Customer Banking Center, P.O. Box 2300, Honolulu, HI 96804-2300, (808) 627-6900 or (800) 272-2566 (Neighbor Islands or Mainland).**

American Savings Bank will send you a written statement of reasons for the denial within 30 days of receiving your request for the statement. NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (providing the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law concerning the creditor is:

**Comptroller of the Currency, Customer Assistance Group, 1301 McKinney Street, Suite 3450, Houston, Texas 77010-9050**

### Applicant Signature(s)

x	_____ Signature	_____ Print Name	_____ Company Title	_____ Date
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x	_____ Signature	_____ Print Name	_____ Company Title	_____ Date
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