

# 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.

**Your ASB Checking Account #**

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

Purpose: (Check All That Apply):  
 Purchase Inventory     Expansion     Carry Receivables  
 Pay Accounts Payable     Purchase Equipment     Other \_\_\_\_\_

All requests, except for Business VISA®, 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.

## Business VISA® Options (If Applicable)

VISA® Line:  New  Increase  Decrease Request \$ \_\_\_\_\_ (Min.: \$2,500 / Max.: \$50,000) Acct #:

Select Business VISA® Program Type:  Business Standard     Cash Advance:  Yes  
 Travel Awards Plus     No

Note: Please Complete the Business VISA® Credit Card Authorization Section on page 3 of this application

**PLEASE SEE IMPORTANT BUSINESS VISA® ACCOUNT DISCLOSURES ON PAGE 3 OF THIS APPLICATION**

## 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 or last 2 year's business financial statements [Current year-to-date financial statement required 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
- Operating Agreement
- Partnership Agreement
- By-Laws
- General Excise Tax License
- Articles of Conversion
- Certificate of Authority

## 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:	
Business contact name		Telephone	Mo.	Yr.
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
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"/> Miss (optional)	<input type="checkbox"/> Mrs <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 \$ <small>(Included in Total Assets)</small>	Value of Business \$ <small>(Included in Total Assets)</small>	Total Liabilities \$	Personal Net Worth \$		

**Guarantor Deposits**

Name of Institution	Account Number	Account Type	Average Balance

<input type="checkbox"/> Mr <input type="checkbox"/> Miss (optional)	<input type="checkbox"/> Mrs <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 \$ <small>(Included in Total Assets)</small>	Value of Business \$ <small>(Included in Total Assets)</small>	Total Liabilities \$	Personal Net Worth \$		

**Guarantor Deposits**

Name of Institution	Account Type	Account Number	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 to issue Business Visa cards to the cardholders listed below, 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 and/or Business Visa Card 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.**

X	_____	_____	_____	_____
	SIGNATURE	PRINT NAME	COMPANY TITLE	DATE
X	_____	_____	_____	_____
	SIGNATURE	PRINT NAME	COMPANY TITLE	DATE
X	_____	_____	_____	_____
	SIGNATURE	PRINT NAME	COMPANY TITLE	DATE
X	_____	_____	_____	_____
	SIGNATURE	PRINT NAME	COMPANY TITLE	DATE

**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.

X \_\_\_\_\_  
 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.

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

X \_\_\_\_\_  
 SIGNATURE PRINT NAME 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.

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

**Personal Guaranty For Business PowerLine, ProTecLine, Business Visa® 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/Business Visa credit card/Application (the "Application") in which \_\_\_\_\_, a \_\_\_\_\_ (the "Company"), has applied for a Business Visa credit card account, and/or 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 and/or Business Visa Card 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**

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

X \_\_\_\_\_  
 SIGNATURE PRINT NAME DATE

**Business Visa® Account Disclosures**

If this application is an application for a Business Visa® credit card account for the Company: (1) The ANNUAL PERCENTAGE RATE for Purchases is 16.25% for Business Visa® Accounts and 13.50% for Business Secured Visa® Accounts; (2) The ANNUAL PERCENTAGE RATE for Cash Advances is 18.00% for Business Visa and Business Secured Visa Accounts; (3) Interest begins to accrue on Cash Advances from the date a Cash Advance is obtained; (4) For Purchases, if you do not pay the entire Total New Balance, or if you pay the Total New Balance after the due date, Finance Charges will be applied on the Average Daily Balance of your Account (including current transactions); (5) You must pay us a non-refundable annual fee of \$25.00 for each Card which does not participate in the Travel Awards Plus Program, and a non-refundable Annual Fee of \$50.00 for each Card which does participate in the Travel Awards Plus Program; and (6) A Cash Advance transaction fee equal to the greater of 3.00% of the amount of the Cash Advance or \$5.00 (there is no cap or limitation on the amount of the transaction fee for Cash Advances) will be charged for each Cash Advance.

**Business Visa® Credit Card Authorization**

*(Attach separate sheet if necessary)*

FOR VISA DEPT. USE ONLY	AUTHORIZED EMPLOYEES TO BE ISSUED CARDS:			
1. -	NAME (TO APPEAR ON CARD)	SIGNATURE	SS NUMBER	DATE OF BIRTH CREDIT LIMIT
2. -	NAME (TO APPEAR ON CARD)	SIGNATURE	SS NUMBER	DATE OF BIRTH CREDIT LIMIT
3. -	NAME (TO APPEAR ON CARD)	SIGNATURE	SS NUMBER	DATE OF BIRTH CREDIT LIMIT
4. -	NAME (TO APPEAR ON CARD)	SIGNATURE	SS NUMBER	DATE OF BIRTH CREDIT LIMIT
<b>TOTAL CREDIT LIMIT REQUESTED</b>				<b>\$</b>

**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 applies as indicated by the following checked box:

- 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.
- I am providing my separate individual guaranty for a: Person(s), Partnership(s), Limited Liability Company(ies) – (LLC), or Corporation(s).
- The undersigned below voluntarily apply jointly for credit and are providing information on each of our separate and jointly owned assets and income.
- The undersigned below voluntarily offer our joint guaranty guarantying the indebtedness of a: Person(s), Partnership(s), LLC(s), or Corporation(s).

*We intend to apply for Joint Credit:*

*We intend to offer our joint guaranty:*

Applicant: \_\_\_\_\_  
 Co-Applicant: \_\_\_\_\_

Guarantor: \_\_\_\_\_  
 Co-Guarantor: \_\_\_\_\_

## Regulatory Disclosures

### 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:

**Commercial Loan Administration, P.O. Box 2300, Honolulu, HI 96804-2300, (808) 846-4674**

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:

**Office of Thrift Supervision, Consumer Response Unit, 1700 G. Street, NW., Washington, D.C. 20552**

## Disclosure Signatures

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