

# Business Loan and Line Application – Secured Mahalo for letting us help your business. We will be happy to assist you in completing this application.

| Borrower Information  |                                  |                        |   |  |  |  |
|---|----------------------------------|------------------------|---|--|--|--|
| Legal status:   | Business c                       | Business contact name: |   |  |  |  |
| C - Corporation   | Business                         |                        | Business<br>website:  |  |  |  |
| □ General Partnership       □ S - Corporation         □ Limited Liability Company       □ Other         □ Limited Partnership | Business e                       |                        | of business, description of products and services, and types of clients served) |  |  |  |
| Legal name:<br>Doing business as:   |                                  |                        | Date business established:  |  |  |  |
| Tax ID Number:  |                                  |                        | Present ownership since:  |  |  |  |
| Business physical address (No P.O. Boxes)   |                                  |                        | State of organization:  |  |  |  |
| Address 1:  |                                  |                        | Number of employees:  |  |  |  |
| Address 2:  |                                  |                        | Annual gross sales/revenues:  |  |  |  |
| City:   | State:                           | Zip:                   | Percentage of sales derived from cash: %  |  |  |  |
| Is this the mailing address: Yes No   |                                  |                        | Annual net profit/loss:   |  |  |  |
| Mailing address:(if different)  | Mailing address:(if different)   |                        |   |  |  |  |
| Number of business locations:   | If no, who is your primary bank? |                        |   |  |  |  |

| Business Profile Questions   |          | If yes, please provide an explanation |
|--|----------|---------------------------------------|
| Has the business or principal ever declared bankruptcy?  | □Yes □No |                                       |
| Are there any delinquent state or federal taxes owed by the business or principals?  | □Yes □No |                                       |
| Does the business or principals have any open liens, collections or judgements?  | □Yes □No |                                       |
| Is the business or principal a party to any current lawsuit or countersuit?  | □Yes □No |                                       |
| Is the business for sale or under agreement that would change the ownership of the business?   | □Yes □No |                                       |
| Is the business or principal an endorser, guarantor, or co-maker<br>for any obligations not listed on the Existing Business Loans Section<br>(or the financial statement). | □Yes □No |                                       |
| Has the business incurred a loss in any of the last three years?   | □Yes □No |                                       |
| Are any business or personal assets held in trust?   | □Yes □No | Name of Trust:                        |
|  |          | Trustees:                             |
| Are any assets currently pledged as collateral?  | □Yes □No |                                       |
| Is the business currently applying for credit with another lender?   | □Yes □No |                                       |



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| Credit Request   |                  |                  |                  |              |         |
|--|------------------|------------------|------------------|--------------|---------|
|  | Minimum<br>Limit | Maximum<br>Limit | Amount Requested | Request Type | Purpose |
| Line of Credit   | \$50,000         | \$250,000        |                  | New Increase |         |
| Term Loan  | \$25,000         | \$250,000        |                  | New          |         |
| SBA Express<br>Line of Credit  | \$25,000         | \$50,000         |                  | New          |         |
| SBA Express<br>Term Loan   | \$25,000         | \$50,000         |                  | New          |         |
| Savings<br>Secured   | \$10,000         | \$250,000        |                  | Line Loan    |         |
| Loan Term Requested:         12         24         36         48         60 months         Other   |                  |                  |                  |              |         |
| Are you an existing ASB Customer: Yes No If you have an existing ASB Checking Account please provide the number here: ( <i>This account will be used for automatic payment &amp; deposit of proceeds</i> ) |                  |                  |                  |              |         |

| Proposed Collateral            |  |       |  |  |  |
|--------------------------------|--|-------|--|--|--|
| Туре                           |  | Value |  |  |  |
| Cash                           |  |       |  |  |  |
| Accounts Receivable            |  |       |  |  |  |
| Inventory                      |  |       |  |  |  |
| Equipment<br>(Please describe) |  |       |  |  |  |
| Vehicles<br>(Please describe)  |  |       |  |  |  |
| Other<br>(Please describe)     |  |       |  |  |  |

| Existing Business Loans (include debt already held with American Savings Bank) |        |                                |                        |                              |                 |                 |  |  |
|--|--------|--------------------------------|------------------------|------------------------------|-----------------|-----------------|--|--|
| Refinance<br>with loan<br>proceeds?  | Lender | Loan Type                      | Collateral Description | Original/Committed<br>Amount | Current Balance | Monthly Payment |  |  |
| ☐ Yes<br>☐ No  |        | Term Loan Line of Credit Other |                        |                              |                 |                 |  |  |
| ☐ Yes<br>☐ No  |        | Term Loan Line of Credit Other |                        |                              |                 |                 |  |  |

## **Principals, Guarantors and Signers** Ownership Summary (Please list all owners whether applying as a borrower/guarantor or not. Must equal 100%.) Name Ownership Title % % % %



### Principal, Guarantor, Signer #1

| Principal type: Signer & guarantor Guarantor Signer Capacity of signer: Borrower Member Officer Partner Trustee |                                      |                           |                            |                  |                    |              |
|---|--------------------------------------|---------------------------|----------------------------|------------------|--------------------|--------------|
| First name:   | : Middle initial: Last name: Suffix: |                           |                            |                  |                    |              |
| Title: Percent ownership in business: Ã Á   |                                      |                           |                            | Date of birth:   |                    |              |
| US citizen: Yes No If no please provide permanent resident #:   |                                      |                           |                            |                  |                    |              |
| Mailing Address: Line 1:  |                                      |                           | Existing customer:         | Yes No If no ple | ease provide prima | ary ID:      |
| Mailing Address: Line 2:  |                                      |                           |                            | Number           | Date Issued        | Date Expired |
| City: State: Zip: Primary<br>phone:   |                                      | State Driver's<br>License |                            |                  |                    |              |
| Email:  |                                      |                           | ☐ State<br>Identification  |                  |                    |              |
| Monthly income: Total   | liquid assets:*                      |                           | Passport                   |                  |                    |              |
| * Liquid assets include: cash, certificates of de<br>cash surrender value of life insurance and si              |                                      | rities & bonds,           | Military<br>Identification |                  |                    |              |

#### Principal, Guarantor, Signer #2

| Principal type: Signer & guarantor Guarantor Signer Capacity of signer: Borrower Member Officer Partner Trustee |   |                            |                            |   |                   |              |  |
|---|---|----------------------------|----------------------------|---|-------------------|--------------|--|
| First name:   | Middle initial:   | Last name:                 | Suffix:                    |   |                   |              |  |
| Title:  | Percent ownership in b  | ousiness: ÄÄÄ              | Social Security Numbe      | r: //////////////////////////////////// | WDate of birth:   |              |  |
| US citizen: Yes No If no please p   | US citizen: Ves No If no please provide permanent resident #: |                            |                            |   |                   |              |  |
| Mailing Address: Line 1:  |   |                            | Existing customer          | : Yes No If no ple                      | ease provide prim | ary ID:      |  |
| Mailing Address: Line 2:  |   |                            |                            | Number                                  | Date Issued       | Date Expired |  |
| City: State: Zip  | Primary   |                            | State Driver's     License |   |                   |              |  |
| Email:  | State Identification  |                            |                            |   |                   |              |  |
| Monthly income: Total liquid assets:*   |   |                            | Passport                   |   |                   |              |  |
| * Liquid assets include: cash, certificates of de<br>cash surrender value of life insurance and si              |   | Military<br>Identification |                            |   |                   |              |  |

#### COPY AND ATTACH SEPARATE SHEET IF NECESSARY.



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

## Agreement

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 understand and agree that if the Bank approves Company's loan, Company authorizes Bank to disburse the loan proceeds to an account at the Bank. 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.

**CONSENT TO ELECTRONIC DELIVERY OF DISCLOSURES AND NOTICES; ELECTRONIC SIGNATURES:** This loan is not for personal, family, or household purposes; it is not a consumer transaction. By signing below, you consent to the electronic delivery of disclosures, notices, terms and conditions, other account specific documents, and future changes to such disclosures and documents. You also agree that American Savings Bank does not need to provide you with additional paper (non-electronic) copies of disclosures, notices, terms and conditions, other account specific documents. Nevertheless, your consent does not prohibit American Savings Bank from providing disclosures and notices in paper form. Also by signing below, you agree that the provisions of the Electronic Signatures in Global and National Commerce Act, 15 USC Ch. 96, and the Uniform Electronic Transactions Act, Haw. Rev. Stat. Ch. 489E, apply to this transaction.

#### LLC Authorization

The undersigned Member Managers of the Company identified above, hereby certify as follows: (1) The Company is a limited liability company duly organized under the laws of the State of its organization; (2) The undersigned Members have the full authority to execute this Authorization; (3) The Member Managers are authorized to submit this application and establish the credit facilities requested in this application; and (4) The signatures and titles of the signors of this application are the genuine signatures and titles of the persons indicated.

#### **Partnership Authorization**

The undersigned general partners of the Company identified above (the "Partners") hereby certify to the Bank as follows: (1) The partnership is duly organized under the laws of the State of its organization; (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.

#### CreditLine/ProTecLine Annual Renewals

If the Credit Facility is a CreditLine and/or ProTecLine, the Bank may, in its sole and absolute discretion, renew the Credit Facility for an additional year under terms and conditions satisfactory to the Bank, based upon a review of the Borrower's performance under this Agreement and other underwriting criteria used by the Bank from time to time. If the Bank renews the Credit Facility and extends the Termination Date, any new terms and conditions applicable to the renewal of the Credit Facility and the new Termination Date will be communicated to the Borrower. If the Bank does not renew the Credit Facility, the Borrower must immediately pay the entire principal balance of the CreditLine and/or ProTecLine and any accrued but unpaid interest, fees and charges in full. If the Bank does not renew the Credit Facility, the Bank, in its sole and absolute discretion, may offer to convert the entire outstanding principal balance of the CreditLine and/or ProTecLine and any accrued but unpaid interest, fees and charges to a Term Loan on the terms contained in the Commitment. If the Bank offers to convert the Credit Facility to a Term Loan, the Borrower shall pay any applicable conversion fee then in effect, make payments on the Term Loan\* and pay interest on the principal balance of the Term Loan at the interest rate then in effect for Term Loans made to similar borrowers for the same or similar loan terms or any lesser rate the Bank determines in its sole discretion. If the Bank offers to convert the Credit Facility to a Term Loan, the Bank will provide the Borrower with the Commitment prior to the Termination Date, which shall include the interest rate applicable to the Term Loan, the maturity date for the Term Loan, the required minimum monthly payment, the amount of the conversion fee, and any other terms the Bank applies to the Term Loan in its sole discretion. By making the new required minimum monthly payments, the Borrower will be agreeing to the new terms and conditions of the Term Loan. Although the Bank may offer to convert the Credit Facility to a Term Loan, the Borrower acknowledges and agrees that the Bank is not obligated in any way to do so. If the Borrower does not accept the terms applicable to the Term Loan by making payments on the Term Loan, the Borrower must immediately pay the entire principal balance of the Credit Facility, plus any accrued but unpaid interest, fees and charges.

<sup>\*</sup> The outstanding principal balance under the Credit Facility shall bear interest at a fixed interest rate per annum as indicated in the Commitment. Interest shall be calculated on the basis of the actual number of days the unpaid principal balance is outstanding divided by a 365 or 366 day year as appropriate.



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#### SIGNATURE INSTRUCTIONS: ALL APPLICANTS AND GUARANTORS, WHETHER SOLE PROPRIETORSHIPS OR BUSINESS PRINCIPALS, MUST COMPLETE THE APPLICATION AND SIGN BELOW. CORPORATIONS MUST ALSO COMPLETE AND SIGN THE CORPORATE AUTHORIZATION BELOW WHICH AUTHORIZES THE SUBMISSION OF THIS APPLICATION ON BEHALF OF THE COMPANY.

| SIGNATURE | PRINT NAME | DATE |
|-----------|------------|------|
| SIGNATURE | PRINT NAME | DATE |
| SIGNATURE | PRINT NAME | DATE |
| SIGNATURE | PRINT NAME | DATE |

#### **Corporate Authorization**

The undersigned Secretary of the Company identified above, hereby certifies as follows: (1) The Company is a corporation duly organized under the laws of the State of its organization (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.

PRINT NAME

DATE

#### **Important Notices**

#### **USA PATRIOT ACT NOTICE**

#### IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT OR FOR A REQUEST 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 individual or business that opens an account or requests credit.

What this means for individuals: When an individual opens an account, or requests credit, we will ask for their name, address, date of birth, Social Security Number and other information that allows us to identify them. We may ask to see their driver's license or other identifying documents.

What this means for businesses: When a business opens an account or requests credit, we will ask for the business name, business address, Employer Identification Number, and other information that allows us to identify the business and signatories. We may ask to see other identifying documents showing existence of the business.

USA PATRIOT ACT, Section 326

#### 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.

| BANK USE ONLY                                       |       |                        |                               |                  |   |  |
|---|-------|------------------------|-------------------------------|------------------|---|--|
| DATE APPLICATION TAKEN: DATE APPLICATION SUBMITTED: |       | SOURCE OF APPLICATION: |                               | APPLICATION FEE: | NAICS CODE:<br>http://www.naics.com/search/ |  |
|   |       |                        | ☐ In person ☐ By mail ☐ By te | lephone          |   | The strength and s |
| BRANCH APPLICATION                                  | BRANC | H                      | RELATIONSHIP MANAGER          | REFERRING        | RM  | CONTACT TELEPHONE  |
| Yes No  |       |                        |                               |                  |   |  |