

**IMPORTANT DISCLOSURES:
PLEASE READ BEFORE YOU SIGN THIS AGREEMENT**

If you are owed a federal tax refund, you have a right to choose how you will receive the refund. There are several options available to you. Some options cost money and some options are free. Please read about these options below.

1. You can file your tax return electronically or by paper and obtain your refund directly from the IRS for free. If you file your tax return electronically, you can receive a refund check directly from the IRS within 21 to 28 days from the time you file your tax return or the IRS can deposit your refund directly into your personal bank account in as little as 8 to 15 days from the time you file your tax return. If you file a paper return, your refund will take an additional 2-3 weeks to receive. You do not have to obtain a loan from SBBT in order to take advantage of this option. **If you choose this option, you will have to pay your tax preparer to prepare and file your tax return. The IRS cannot deduct and pay tax preparer fees from your refund on your behalf.**

2. You can file your tax return electronically or by paper and have SBBT process your income tax refund without obtaining a loan from SBBT. If you file your tax return electronically or by paper you can request the IRS to deposit your refund with SBBT. Upon receipt of your refund, SBBT will deduct and pay from your refund any fees charged by your tax preparer for the preparation and filing of your tax return and any other amounts authorized by you and disburse the balance of your refund to you. Refunds are received in as little as 8 to 15 days from the time you file your tax return if your tax return is filed electronically and 5-7 weeks if you mail your return in. SBBT charges a \$30.95 account-handling fee for this service (SBBT charges an additional \$10 to process your state refund).

3. You can file your tax return electronically and apply for a Refund Anticipation Loan (RAL) from SBBT. A RAL is a loan from SBBT in the amount of all or part of your refund. Your refund is used to pay back the loan. **If SBBT does not receive your refund, you are responsible for paying back SBBT the full amount of the loan.** If you file your tax return electronically and apply for and are approved for a RAL, the loan proceeds will be available to you in as little as 1 to 2 business days from the time you file your tax return. If you apply and are approved for an advance on your RAL, a portion of your RAL proceeds will be available to you within 1 hour from the time you file your tax return. You do not have to apply for a RAL Advance in order to apply for a RAL.

PLEASE NOTE: The cost of a RAL can range from \$7.50 to \$100 depending on the size of your refund. The cost of a RAL Advance is an additional \$39. The average repayment term for a RAL is 11 days. Because of the short repayment term, the Annual Percentage Rate (APR) on a RAL may be high compared to other sources of credit and it may cost less to use other sources of credit such as credit cards, equity lines, etc., instead of a RAL. Please refer to your Truth In Lending Act (TILA) disclosures and consult with your tax preparer to determine the cost of your RAL and/or RAL Advance before you accept any loan proceeds from SBBT.

4. Collection of an outstanding RAL, RAL/RT Advance or Holiday Loan. If you have an outstanding unpaid RAL, RAL/RT Advance or Holiday Loan with SBBT or the same or similar type loan with any other RAL lender named in this application, SBBT will use this signed agreement as your authorization to deduct the amount of the outstanding debt from your refund and pay the outstanding amount to the appropriate lender on your behalf prior to disbursing the remainder of your refund, if any, to you (if you applied for a RAL, your RAL application may also be denied). SBBT may be acting as a third party debt collector in collecting this debt. **If you have an outstanding RAL, RAL/RT Advance or Holiday Loan and do not want some or all of your tax refund to be used to repay this outstanding debt, do not sign this application. See Section 7 below for more information concerning the collection of an outstanding loan.**

APPLICANT INFORMATION (Complete for both taxpayers only if filing a joint return)

Taxpayer's Name _____

Taxpayer's Name _____

1. TEMPORARY DEPOSIT ACCOUNT: As used in this Refund Processing and Refund Anticipation Loan Application and Agreement ("Agreement") the term "you" and "your" refers to the person signing below as the "Taxpayer" (or, if this is a joint return, both "Taxpayers"). You are having your 2008 federal and/or state income tax return professionally prepared and filed and you have authorized the Internal Revenue Service ("IRS") and/or state taxing authorities to deposit all or part of your tax refund(s) with Santa Barbara Bank & Trust ("SBBT"), a division of Pacific Capital Bank, N.A. You hereby authorize SBBT to establish a temporary deposit account (the "Account") in your name for the purpose of receiving a direct deposit of your refund from the IRS and/or state taxing authorities and to facilitate the processing and payment of your loan(s) (if applicable). You also authorize SBBT to receive your income tax refund(s) on your behalf and to make transfers to and from your Account as authorized by this Agreement. If and when SBBT receives your income tax refund(s), you authorize SBBT to deduct from your Account an account handling fee, any fees or charges submitted by the tax preparer and transmitter of your tax return*, and any outstanding debts noted in Section 7 prior to disbursing the balance of your Account to you. If you apply for and are approved for a loan, you authorize SBBT to deduct the total loan amount from your Account prior to disbursing the balance of the Account to you. You agree that the disbursement method selected in Section 6 will be used to disburse the balance of your Account and/or your loan proceeds to you. **SBBT charges a \$30.95 account-handling fee for making transfers to and from the account. The account-handling fee will be increased by \$10 if both a federal and state refund are processed.** *Please consult your tax preparer for an itemization of these fees and charges.

2. FEDERAL REFUND TRANSFER (RT): You hereby authorize SBBT to receive and process your federal tax refund as described in Section 1. Unless there are delays by the IRS, you can expect your refund(s) to be direct deposited with SBBT within 8 to 15 days from the time your tax return is accepted by the taxing authority if your return is electronically filed or 5 to 7 weeks if your return is mailed in.

3. REFUND ANTICIPATION LOAN: In addition to requesting SBBT to receive and process your income tax refund(s) as outlined in Section 1, you are requesting a RAL from SBBT in the amount of your IRS refund but not less than \$300 or more than \$7500. If SBBT denies your application for a RAL for the full amount of the refund, you authorize SBBT to provide you a RAL in a lesser amount at SBBT's discretion. The Finance Charge for this RAL is 2.5% of the loan amount up to a maximum of \$100. You will also be charged a \$30.95 account-handling fee as described in Section 1. If you are approved for a RAL, the finance charge, the \$30.95 account handling fee, any fees and charges due the tax preparer and transmitter of your tax return and bank product application will be deducted from the RAL before the RAL proceeds are disbursed to you. **Part of the Finance Charge and/or the account-handling fee may be shared by SBBT with the tax preparer and transmitter of your tax return**

Additional RAL Terms and Conditions: If your RAL is approved, your RAL proceeds will be disbursed to you within 48 hours after the IRS acknowledges acceptance of your tax return. If and when SBBT receives your federal income tax refund, you authorize SBBT to deduct the total RAL loan amount from your Account and disburse the balance of the Account to you using the disbursement method selected by you in Section 6. The prepaid finance charge and other fees paid to SBBT are fully earned when your loan is approved and disbursed. You understand that: (i) SBBT cannot guarantee the amount of your tax refund or the date it will be issued; (ii) SBBT will not consider this application complete or approve this application until SBBT receives an accepted acknowledgment from the IRS; (iii) SBBT is under no obligation to provide you with a RAL until it approves this application; and (iv) SBBT is not affiliated with nor warrants the accuracy of the preparer of your tax return. You authorize SBBT to verify your credit and employment references and any other personal information of yours provided to SBBT by the preparer and transmitter of your tax return. You acknowledge that SBBT will rely on this information in making a credit decision and that SBBT will consider the information received as accurate and final. If a joint return is filed and only one taxpayer is applying for this credit, the other taxpayer should sign as a non-loan applicant as indicated below. **Denied RAL Process:** If your RAL is denied or if you decline to accept your RAL proceeds for any reason, we will process the refund(s) in accordance with Section 1 using the disbursement method selected by you in Section 6.

4. RAL ADVANCE: In addition to selecting a standard RAL as described in Section 3 above, you are requesting SBBT to advance part of your expected RAL proceeds to you before your tax return has been accepted by the IRS and prior to the approval of your RAL. If your request for an Advance is approved, the Advance will be disbursed to you within one hour after your application has been filed using the disbursement method selected below. You can apply for a RAL Advance in the amount of \$1000 if you have a minimum refund of \$2500 and meet other criteria. A \$39 finance charge will be deducted from the RAL Advance before the Advance is disbursed to you. If you applied for a RAL and a RAL Advance and both your RAL and your RAL Advance are approved, you authorize SBBT to deduct the amount of the RAL Advance paid to you from the proceeds of your RAL and increase the RAL finance charge by \$39. If you receive your RAL Advance and are then denied on your application for a RAL, you agree that SBBT may deduct the amount of the RAL Advance paid to you plus a RAL Advance fee of \$39 and any other fees and charges authorized by this Agreement, including the denied RAL processing fee of \$30.95 from your Account if and when SBBT receives your IRS refund and prior to the balance of your Account being disbursed to you. If SBBT does not receive your IRS refund, you will be responsible for immediately reimbursing SBBT the RAL Advance. **You do not have to apply for a RAL Advance in order to apply for a RAL or RT.**

5. STATE REFUND TRANSFER: You authorize SBBT to receive and process your state tax refund as described in Section 1.

6. DISBURSEMENT METHODS: You agree that the disbursement method selected below will be used by SBBT to disburse funds to you.

a) Check: If you choose this option, SBBT will disburse funds to you via an SBBT cashier's check printed by your tax preparer.

b) SBBT Cash Card (where available): If you choose this option, SBBT will disburse funds to you via the SBBT Cash Card Program (the "Card Program") offered by SBBT through your tax preparer. **A \$29.95 load fee will be deducted from the Account if you choose this option. Please review the SBBT Cash Card Fee Disclosure and Agreement to learn of other fees, charges, terms and conditions that will apply.**

c) Direct Deposit: (Not recommended for RAL and not allowed for an Advance) If you choose this option, SBBT will deposit funds directly to your personal bank account or another account designated by you. Please enter the account information below. If you or your representative enter the account information incorrectly and your deposit is returned to SBBT, the Account balance will be disbursed to you via an SBBT cashier's check printed by your Tax Preparer. **If the deposit is not returned to SBBT, you will be responsible for the loss. SBBT will not be responsible for any funds once they have been deposited in accordance with your instructions.**

RTN _____ DAN _____

7. COLLECTION OF AN OUTSTANDING RAL, RAL/RT ADVANCE OR HOLIDAY LOAN: You authorize SBBT to exchange information about your current and prior year RALs, RAL/RT Advances and Holiday Loans with other RAL lenders including First Bank of Delaware or Republic Bank & Trust Company/Refunds Now. If you have an outstanding unpaid RAL, RAL/RT Advance, Holiday Loan or a similar type of loan with SBBT or any one or more of these lenders that has not been discharged in bankruptcy, you hereby irrevocably authorize SBBT to deduct from the Account, after deducting the applicable fees set forth in this Agreement, the total amount due on the loan and forward such amount(s) to the appropriate RAL lender(s) prior to disbursing the balance of the Account to you.*

* You understand that SBBT may be acting as a third party debt collector hereunder in attempting to collect a debt pursuant to Section 7 and may use your authorization pursuant to this Agreement and any information obtained in connection with this application to collect an unpaid RAL, RAL/RT Advance, Holiday Loan or similar type of loan. You also understand that, by submitting this application, you are submitting to a collection process that may result in you repaying debt, even if the entity to whom you owe such debt is prevented by law from bringing a lawsuit against you to collect the debt.

8. ARBITRATION: You agree that any and all disputes among your Tax Preparer, transmitter, SBBT, other RAL lenders and yourself which in any way arise out of or relate to this agreement or any of the dealings between or among any of these parties, shall be resolved solely by binding arbitration before the American Arbitration Association (“AAA”) before a single arbitrator in an arbitration commenced as close as possible to where you reside. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Each party to any such arbitration shall bear its own separate costs and expenses of the arbitration and shall share equally in the charges of the AAA, including the fee of the arbitrator. However, if you are unable to pay any fee of the AAA or the arbitrator, we agree to pay those fees for you.

9. SHARING INFORMATION: You authorize the preparer and transmitter of your tax return and the IRS (or state taxing authority) to disclose your 2008 tax return or refund information to SBBT. You acknowledge that SBBT may share your information with a) the preparer and transmitter of your tax return and other third parties to the extent necessary to process your product request and b) financial institutions who are performing third-party debt collection on behalf of SBBT. This sharing is not subject to your consent or right to opt out. By signing below, you consent to SBBT, the preparer and transmitter of your tax return, and other RAL lenders sharing information about you with each other from time to time, including without limitation for the purposes of underwriting RALs and to offer you additional products and services. **You may revoke this consent by contacting SBBT in writing at P.O. Box 1390, Solana Beach, CA 92075 or calling SBBT at 800-901-6663. Consumer Reports:** By signing below, you authorize SBBT to obtain consumer reports on you from time to time in connection with your loan or to offer you additional products and services.

10. CERTIFICATIONS: You hereby certify that you have presented your tax preparer with one form of government-issued picture identification and your valid social security card or IRS label showing your name and SSN and, if you are claiming dependents, valid social security cards for each dependent claimed on your tax return. **BANKRUPTCY:** You certify that you do not have a bankruptcy petition filed nor do you anticipate filing a bankruptcy petition within 90 days of filing this application. **MILITARY STATUS:** If you are applying for a loan product, you certify that you are not a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer and that you are not a dependent of a member of the Armed Forces as described above, because you are a member’s spouse, the member’s child under the age of eighteen years old, or you are an individual for whom the member provided more than one-half of your financial support for 180 days immediately preceding today’s date.

11. SECURITY INTEREST AND ASSIGNMENT: You hereby assign to SBBT your 2008 Federal income tax refund, your Account, and all funds deposited therein, to the extent necessary to reimburse SBBT for your RAL or RAL Advance and/or facilitate collection by SBBT of any other amounts pursuant to this Agreement. You also grant SBBT a security interest in the same. You agree that SBBT may assign, sell or transfer its ownership of the RAL and any RAL Advance and all or part of its rights arising under this Agreement to a third party or affiliate of SBBT and that SBBT may make any transfers from the Account necessary to accomplish the assignment, sale or transfer. You may not revoke this security interest or any assignment.

12. MISCELLANEOUS: The provisions in this Agreement survive the disbursement of your refund or loan proceeds. The enforcement and interpretation of this application and Agreement and the transactions contemplated therein (including, without limitation, the applicable interest rate) shall be governed by the laws of the State of California applicable to contracts executed and to be performed entirely in the State of California by residents of the State of California, without regard to the conflicts of laws, and, to the extent applicable, by the laws of the United States of America.

13. TRUTH IN SAVINGS DISCLOSURE: The Account is being opened for the purpose of receiving your (both spouses if this is a jointly filed return) 2008 federal (and 2008 state, if applicable) income tax refund. No fee is charged for opening the Account. No other deposits may be made to the Account. No withdrawals will be allowed from the Account until all disbursements and payments authorized by this Agreement have been made. No interest is payable on the deposit. The Account will be closed after all authorized deductions have been made and any remaining balance has been disbursed to you.

14. SIGNATURES: By signing below, you acknowledge that you have read and understood all the terms and conditions of this Agreement including Section 7 concerning the collection of an outstanding debt and you agree to be bound by all terms and conditions herein. If you are applying for a RAL or RAL Advance, you certify that you are not an active military member or a dependant thereof as described in Section 10. If you have applied for a RAL and/or a RAL Advance, you acknowledge that you have also read and understood the following section entitled “Important Additional Disclosures Concerning Your RAL and/or RAL Advance.” You agree that SBBT may make deductions from your RAL, RAL Advance and/or your Account to pay all applicable fees and charges and collection amounts authorized by this Agreement. If you have applied for and are approved for a RAL, you promise to pay upon demand or from your Account the Total Loan Amount disclosed on the Truth-In-Lending (TILA) disclosures provided on the stub of your disbursement check or on your RAL TILA disclosure form. If you apply for and receive a RAL or a RAL Advance and the tax refunds deposited to your Account are insufficient to reimburse SBBT for your RAL or RAL Advance, you promise to pay your RAL or RAL Advance upon demand. If you chose to have funds disbursed to you via the Cash Card program, you acknowledge that you have received, read, understand and agree to the terms and conditions applicable to that program.

Taxpayer/Applicant

Date

Joint Taxpayer/Co-Applicant

Date

Initial here if you are the joint taxpayer/co-applicant and you do not want personal liability on the loan (By initialing here, you agree to all of the terms and conditions herein including the granting of a security interest and assignment of your refund as described in Section 11 but you do not have personal liability on the loan.)

Witness (Tax Preparer)

Date

IMPORTANT ADDITIONAL DISCLOSURES CONCERNING YOUR RAL AND/OR RAL ADVANCE

Your RAL is a loan from SBBT based on the expected amount of your IRS refund. The loan amount you may apply for is your total expected IRS refund but not less than \$300 or more than \$7500. If SBBT denies your application for a RAL for the full amount of the refund, SBBT may approve you for a RAL in a lesser amount at SBBT's discretion. If SBBT approves your RAL, SBBT will deduct from your total loan amount, all fees, charges and collection amounts authorized by this Agreement and disburse the balance of your RAL proceeds to you using the disbursement method selected by you in Section 6. In addition to this Agreement you will receive a Truth-In-Lending ("TILA") disclosure that will set forth the total loan amount, Finance Charge and estimated Annual Percentage Rate ("APR") for your RAL and itemize the actual fees, charges and collection amounts that will be deducted from your RAL before the balance of your RAL is disbursed to you. This TILA disclosure may be on the stub of the check used to disburse your loan proceeds to you or on a separate disclosure form. Both the Agreement and the RAL TILA disclosure require your signature. If SBBT approves a loan for you in a lesser or different amount than that originally disclosed to you, you will receive a replacement set of TILA disclosures attached to your check (the Cash Card and direct deposit disbursements are not available in this circumstance). The new TILA disclosures will show a new amount financed, a different APR, and may show a different finance charge. After you have signed your Agreement, your tax preparer will provide for the transmission of your tax return to the IRS and your loan request to SBBT. Once your tax return has been electronically transmitted to the IRS and the IRS has acknowledged that your tax return has been accepted, SBBT will approve or deny your RAL request. The acknowledgment of your tax return by the IRS and the approval and disbursement of your RAL may occur in as little as 48 hours after your tax return has been filed. If your RAL is approved by SBBT and disbursed to you and SBBT subsequently receives a deposit of your tax refund (usually occurs within 8 to 15 days from when your tax return is filed), SBBT will make deductions from the Account and pay off your RAL and any other fees and charges authorized by the Agreement. Any balance remaining in your Account at that time will be disbursed to you using the disbursement method you originally selected. **Denied RAL:** If your RAL is denied or if you decline to accept your RAL proceeds for any reason, SBBT will keep your Account open to receive your tax refund(s) and SBBT will mail you a denial letter. If and when SBBT receives your tax refund(s), SBBT will process them in accordance with Section 1 using the disbursement method selected by you. The \$30.95 account handling fee and any other fees and charges authorized by this Agreement will be deducted from your Account before the balance of your refund proceeds are disbursed to you. **Please Note: If you receive a RAL and/or RAL Advance and SBBT does not receive your IRS refund, your RAL and/or RAL Advance will be considered delinquent and you must contact SBBT to arrange for immediate payment of the outstanding loan amounts.**

Loan Cancellation: You may rescind a loan, on or before the close of business on the next day of business, by either returning the original check issued for the loan or providing the amount of the loan in cash to the lender or the facilitator. You will not be charged a fee for rescinding the loan or a refund anticipation loan fee if the loan is rescinded but you will be charged all tax preparer fees unrelated to the loan, the account handling fee and any amounts described in Section 7.

FEDERAL ELECTRONIC FUND TRANSFER ACT DISCLOSURES: The Federal Electronic Fund Transfer Act provides you with certain rights and obligations regarding the Federal and state income tax refund that will be electronically deposited into your Account established at SBBT for that purpose. If you believe that there is an error or if you have a question about your Account, write to Santa Barbara Bank & Trust, P.O. Box 1390, Solana Beach, California 92075 or telephone (800) 901-6663 and provide SBBT with your name, a description or explanation of the error and the dollar amount of the suspected error. SBBT will advise you of the results of its investigation within 10 business days.

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 opens an account. What this means for you: When we open an account for you for the purpose of receiving your IRS refund deposit or if you apply for one of our products, 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.

Ohio Residents: Ohio laws against discrimination require that all creditors make credit equally available to all credit-worthy customers and that credit-reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law. **Wisconsin Residents:** Wisconsin law provides that no agreement, court order or individual statement applying to marital property will affect a creditor's interest unless, prior to the time credit is granted, the creditor is furnished with a copy of the agreement, Court order, or statement, or has actual knowledge of the adverse provision. **New York Residents:** A credit report may be requested in connection with your application for a Refund Anticipation Loan. At your request, we will tell you whether or not a credit report was obtained, and the name and address of the consumer-reporting agency that furnished the report. **California Residents:** Married applicants may apply for separate credit. **Iowa Residents:** NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with the law. **All States:** Taxpayers filing jointly may apply for individual credit.

Santa Barbara Bank & Trust Privacy Notice

Dear Customer. In the process of applying for a tax-related bank product from Santa Barbara Bank & Trust (SBBT), you were required to provide us with information about yourself and we obtained information about you from others. The Federal Financial Privacy Law requires us to provide you with this statement. In this Privacy Notice, "Confidential Information" means most non-public personally identifiable information about you. This Notice applies only to individuals who have applied for a tax-related bank product from SBBT. We may change our privacy policy at any time, giving you any notice that may then be required.

Confidential Information we collect. The Confidential Information that we collect about you includes information in your application and your tax return in each year that you applied for a tax-related financial product, such as your name, address, social security number, income, deductions, refund and the like. We also collect information about your transactions with us, other lenders, tax preparers and similar providers, such as payment histories or balances due or tax information. We may also collect information concerning your credit history from a credit-reporting agency.

Information we share and with whom. We may disclose your Confidential Information to nonaffiliated third parties as permitted by law. SBBT and other tax-related bank product providers may disclose information to each other about their experiences with you in order to collect outstanding tax-related loans or tax preparation fees, or to prevent actual or potential fraud, unauthorized transactions, claims or other liability. We may also disclose Confidential Information with your consent or as otherwise permitted by law. Your signed Agreement included a consent to certain sharing of information. You may revoke that consent by notifying us at any time. If you revoke, we will continue the processing of any pending application but we will not share the information you asked us not to share unless otherwise permitted by law.

Former customers. These policies continue to apply after you become a former customer.

Security procedures we use to protect your Confidential Information. Inside SBBT, your information is accessible only to employees who need the information in order to process your product request, answer your questions or determine the types of additional products or services that we think may interest you. We have a formal Code of Ethics and train our employees on their responsibility to maintain the privacy of your Confidential Information. We also maintain physical, electronic and procedural safeguards that comply with federal standards to guard your Confidential Information.

Questions? If you have any questions regarding our Privacy Policy, please call 800-901-6663