



Emergency Personal Line of Credit Application

(12-Month Term)

Our thoughts and prayers are with the communities impacted by the Holiday Fire, Thomas Fire and Montecito Debris Flow. As a community bank, we stand with you and our entire community in this time of need. If you have been affected by any of these events, we are offering assistance to help residents and businesses of these communities recover.

Enclosed you will find an Emergency Personal Line of Credit Application, related disclosures, our Privacy Notice and a credit agreement. Please complete and sign the Application, return it and the credit agreement to us at any Montecito Bank & Trust branch and retain the "client copy" pages for your records.

Maximum credit request: \$10,000

This offer is subject to credit review and subject to change.

If you have any questions as you complete the Application, please do not hesitate to contact us at (805) 963-7511.

Branch Locations (Santa Barbara County)

Solvang

591 Alamo Pintado Rd
Solvang, CA 93463

Hollister

6900 Hollister Ave
Goleta, CA 93117

Goleta

5658 Calle Real
Goleta, CA 93117

La Cumbre

3802 State St
Santa Barbara, CA 93105

Mesa

1933 Cliff Drive #28
Santa Barbara, CA 93109

Downtown Santa Barbara

1010 State St
Santa Barbara, CA 93101

Montecito

1106 Coast Village Rd
Montecito, CA 93108

Carpinteria

1023 Casitas Pass Rd
Carpinteria, CA 93013

Branch Locations (Ventura County)

Ventura

4730 Telephone Rd
Ventura, CA 93003

Camarillo

770 Paseo Camarillo #120
Camarillo, CA 93010

Westlake Village

968 S Westlake Blvd #10,
Westlake Village, CA 91361



Montecito
Bank & Trust®

Behind every great community is a great bank.™



montecito.bank

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Emergency Personal Line of Credit (12-Month Term)



Purpose of Line of Credit:		Amount Requested (Maximum: \$10,000):	
Please provide a statement of need caused by the area disaster such as damage or loss of dwelling or loss of income:			
1. APPLICATION STATUS: Please mark one box below and see instructions			
<input type="radio"/> Individual Credit: If you are applying individually and are NOT married and are NOT a registered domestic partner, please complete all sections of this application except those pertaining to a spouse or registered domestic partner. If you are applying individually and are married or a registered domestic partner, please complete all sections of this application and include all information about your spouse or partner. Your spouse or partner is NOT required to sign this application.			
<input type="radio"/> Joint Credit with Spouse or Registered Domestic Partner: Please complete all sections of this application. Both parties are required to sign this application. We intend to apply jointly: Applicant: <input type="radio"/> Yes <input type="radio"/> No Initial _____ Co-Applicant: <input type="radio"/> Yes <input type="radio"/> No Initial _____			
<input type="radio"/> Joint Credit with Person(s) Other Than Spouse or Registered Domestic Partner, or Individual Credit Relying on Another Person's Income: If you are married or are a registered domestic partner, please complete all sections of this application and include all information about your spouse or partner. Your spouse or partner is not required to sign this application. The co-applicant or person on whose income you are relying must complete a separate application. We intend to apply jointly: Applicant: <input type="radio"/> Yes <input type="radio"/> No Initial _____ Co-Applicant: <input type="radio"/> Yes <input type="radio"/> No Initial _____			
2. APPLICANT'S INFORMATION			
Last Name		First Name	Middle Name
Marital Status: <input type="radio"/> Married <input type="radio"/> Separated <input type="radio"/> Unmarried (Single, Divorced, Widowed) <input type="radio"/> Registered Domestic Partner		Date of Birth	Social Security Number
E-mail Address*	Driver's License Number/State	Driver's License Issue Date	Driver's License Expiration Date
*To unsubscribe from Montecito Bank & Trust emails with special offers, deals, promotions or surveys email unsubscribe@montecito.bank .			
Home Phone	Work Phone	Cell Phone	
Permanent Residence Address (Street, City, State, ZIP)		<input type="radio"/> Own <input type="radio"/> Rent No. Yrs./Months /	
Current Mailing Address (Street, City, State, ZIP) if different from above address			Monthly Housing Expense \$
Name and Address of Current Employer		<input type="radio"/> Self-Employed <input type="radio"/> Retired <input type="radio"/> Active Military	
Business Phone	Years/Months at Job /	Present Position/Title	Monthly Gross Income \$
Alimony, child support or separate maintenance income needs to be listed only if you wish such income to be considered in evaluating this application. Include overtime pay, bonuses, commissions, rental income, and income from part-time employment if you receive it on a regular basis.			
Alimony, child support, or separate maintenance received under: <input type="radio"/> Court Order <input type="radio"/> Written Agreement <input type="radio"/> Oral Understanding Number of years remaining _____			
Primary Branch	Designated Account Number	Preferred Payment Due Date	
If employed in current position for less than two years, or if currently employed in more than one position, complete the following:			
Name of Employer	Address of Employer		Self-Employed? <input type="radio"/> Yes <input type="radio"/> No
Dates (From – To)	Monthly Gross Income	Position/Title/Type of Business	Business Phone

(Continued)

3. SPOUSE OR REGISTERED DOMESTIC PARTNER INFORMATION

Last Name		First Name		Middle Name	
Marital Status: <input type="radio"/> Married <input type="radio"/> Separated <input type="radio"/> Unmarried (Single, Divorced, Widowed) <input type="radio"/> Registered Domestic Partner			Date of Birth		Social Security Number
E-mail Address*		Driver's License Number/State		Driver's License Issue Date	
				Driver's License Expiration Date	
*To unsubscribe from Montecito Bank & Trust emails with special offers, deals, promotions or surveys email unsubscribe@montecito.bank .					
Home Phone		Work Phone		Cell Phone	
Permanent Residence Address (Street, City, State, ZIP)				<input type="radio"/> Own <input type="radio"/> Rent No. Yrs./Months /	
Current Mailing Address (Street, City, State, ZIP) if different from above address				Monthly Housing Expense \$	
Name and Address of Current Employer				<input type="radio"/> Self-Employed <input type="radio"/> Retired <input type="radio"/> Active Military	
Business Phone		Years/Months at Job /		Present Position/Title	
				Monthly Gross Income \$	
Alimony, child support or separate maintenance income needs to be listed only if you wish such income to be considered in evaluating this application. Include overtime pay, bonuses, commissions, rental income, and income from part-time employment if you receive it on a regular basis.					
Alimony, child support, or separate maintenance received under: <input type="radio"/> Court Order <input type="radio"/> Written Agreement <input type="radio"/> Oral Understanding Number of years remaining _____					

4. NOTICE, AGREEMENTS AND SIGNATURES

AGREEMENT: Each of the undersigned ("You", "Your") specifically represents to Montecito Bank & Trust ("Lender") and agrees and acknowledges that: (1) the information provided in this application, as well as any other information that you provide to Lender, is true and correct as of the date set forth opposite your signature and that any intentional or negligent misrepresentation of this information may result in civil liability, including monetary damages, to any person who may suffer any loss due to reliance upon any misrepresentation that you have made on this application, and/or in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United State Code, Section 1001, et seq.; (2) Lender may retain the original and/or an electronic record of this application, whether or not the Loan is approved; (3) Lender may continuously rely on the information contained in the application, you are obligated to amend and/or supplement the information provided in this application if any of the material facts that you have represented herein should change prior to the Loan closing; and (4) In the event that your payments on the Loan become delinquent, Lender may, in addition to any other rights and remedies that it may have relating to such delinquency, report your name and account information to one or more consumer reporting agencies.

ACKNOWLEDGEMENT: Each of you hereby acknowledges that Lender may verify or re-verify any information contained in this application or obtain any information or data relating to the Loan, for any legitimate business purpose through any source, including a source named in this application or a consumer reporting agency. You authorize Montecito Bank & Trust to make all inquiries it deems necessary, including the obtaining of a credit bureau report, and to verify the accuracy of your statements with any source (including credit bureaus), and to determine your creditworthiness, now and on an ongoing basis, and you release all parties from any and all liability or claims for any damage whatsoever that may result therefrom. This means that Lender is authorized to contact the employer(s) listed above. You authorize Lender to use this information, and information from any credit bureau, in selecting and informing you about other products and services offered by Lender.

USA PATRIOT ACT: Customer Identification Program – Enacted to help the government fight the funding of terrorism and money laundering activities. Federal law requires financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account 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.

I, the undersigned applicant(s) authorize Montecito Bank & Trust ("the Bank") to check my credit and employment history and to answer questions others may ask the Bank about my credit record with the Bank. I understand that I must update credit information at the Bank's request or if my financial situation changes.

I agree to the terms and conditions of the Emergency Personal Line of Credit Agreement that has been provided to me and I hereby acknowledge receipt of a copy of the agreement.

- ☐ I authorize Montecito Bank & Trust to deduct payments for my Emergency Personal Line of Credit each month from the Montecito Bank & Trust checking account listed below in accordance with the provisions in the Emergency Personal Line of Credit loan documents. Payments can only be debited from an account with the same entitlement/ownership. Please enter account number below.
- ☐ No, I do not want automatic repayment.

Montecito Bank & Trust Account Number:

X Signature of Applicant		Date		X Signature of Applicant		Date	
BANK USE ONLY:	Received By:	Date Received:	Branch Number:	Bank Associate:			

Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Advances	5.25%
Paying Interest	You will be charged interest from the date a transaction is posted to your account.
Fees	
Annual Fee	None
Penalty Fee <ul style="list-style-type: none">Returned Payment Fee	\$25

How We Will Calculate Your Balance: We use a method called “daily balance.” See your agreement below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided at the end of your account agreement.

Military Lending Act Notice and Credit Disclosure

A “Covered Borrower” is a consumer who is a regular or reserve member of the U.S. Armed Forces (Army, Navy, Marine Corps, Air Force or Coast Guard) on active duty under a call or order that does not specify a duty period of 30 days or fewer or on Active Guard and Reserve duty (generally for a period of 180 consecutive days or more) (“Active Duty”) or a spouse or dependent of such servicemember.

If any borrower is a Covered Borrower, the following two paragraphs apply to each such borrower:

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

Your payment obligation for this loan is as follows: Your payments will be due monthly and will equal the amount of your accrued interest plus any amounts past due and all fees and charges.



Introduction. This Emergency Personal Line of Credit Agreement ("Agreement") governs your line of credit (the "Credit Line") issued through Montecito Bank & Trust. It also contains disclosures required by the Federal Truth In Lending Act. Please read all of this Agreement, and keep it for your records, because when you have accepted, or otherwise used your Credit Line, you will be deemed to have unconditionally accepted and agreed to the terms of this Agreement, including liability for the account and the account balance. In this Agreement, the words "borrower," "you," "your," and "applicant" mean each and every person who signed the Application submitted in connection with this Credit Line, as specified in Lender's approval letter. The words "we," "us," "our," "Beneficiary," and "Lender" mean Montecito Bank & Trust. **You agree to the following terms and conditions:**

Credit Line. Upon our approval of your Application, we shall establish the Credit Line for you upon the terms and conditions of this Agreement. You understand that we shall have relied upon the information set forth in the Application in doing so. Your credit limit will be determined by us and will be shown on your account statements. When you signed the Application, you agreed to the terms and conditions of this Agreement. You may not use your Credit Line in any way that would cause you to go over (exceed) your credit limit. We may refuse to authorize or accept any transaction on your account which would cause you to exceed your credit limit in our sole discretion. If you wish to make sure that a transaction will not be dishonored, it is your obligation to verify the available credit on your Credit Line. If you owe more than your credit limit, you agree to pay the excess immediately upon our request and, in our discretion, we may suspend your account privileges or even cancel your account until you do so. Upon your request or at our option at any time we may reassess your credit line and increase or decrease your credit limit. If we do, we will notify you of your new limit. The term of your Credit Line will begin when we notify you that the Credit Line application has been approved and will continue until the earlier of the date the Credit Line is terminated by either you or us, or 12 months from the date of approval. All amounts owing under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon termination, unless you and we enter a change in terms agreement extending the termination date on terms acceptable to you and us.

Promise To Pay. You promise to pay to us all amounts borrowed under the Credit Line, plus any interest charges, late charges, collection costs, or other amounts due.

Joint and Several Liability. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower even if such person did not cause the overdraft, request the advance, or receive any benefit from the overdraft or the advance. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

Advances On Your Credit Line. Any one of you may request advances under the Credit Line by writing a check on your designated account ("Checking Account") which overdraws your Checking Account, or by requesting an advance using the following means:

Telephone Request. Requesting a credit advance from your Credit Line to be applied to your designated account by telephone. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, you acknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.

Requests in Person. Requesting a credit advance in person at any of our authorized locations.

Request Via On-Line Banking. Requesting a credit advance via on-line banking

If there is more than one person authorized to use this Credit Line, you agree not to give us conflicting instructions, such as one borrower telling us not to give advances to the other.

How Advances Are Made. If your request for an advance complies with this Agreement, we will make the advance (i) by depositing the funds in your Checking Account, (ii) by paying the funds to you, or (iii) by paying the funds to a third person or account as you shall direct at the time. You promise not to obtain advances on your Credit Line that would cause the total balance to exceed the credit limit. We are under no obligation to make advances that would exceed your credit limit, may return the related check or other item unpaid to the person from whom it was received, and charge you applicable fees pursuant to your Montecito Bank & Trust Deposit Account Terms and Disclosures ("Deposit Agreement") and Schedule of Fees and Charges. We are also authorized to make advances to you from time to time, without your prior request, at our sole discretion, in order to pay account fees and other proper charges related to the Checking Account, and amounts then due under the Credit Line.



Limitations on Advances. If you request an advance which would cause your Credit Line balance to exceed your credit limit, we may, in our sole discretion, advance a sufficient amount to cover the overdraft which will cause you to exceed your Maximum Credit Limit. We may waive such limitations in our sole discretion. You understand that if we do agree to waive any of such limitations in any one instance, we will not be obligated to do so again in the future. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line exceeds your Credit Limit, even if we have not yet billed you.

When Interest Begins to Accrue. Interest on advances on your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "grace period" which would allow you to avoid paying interest on your Credit Line balance.

Method of Determining the Amount of Interest Charges. We figure the interest charge on your Credit Line by applying the Daily Periodic Rate to the daily balance of your Credit Line for each day in the billing cycle. To get the daily balance, we take the beginning balance of your Credit Line each day, add any new advances and subtract any payments or credits. We multiply the daily balance by the **Daily Periodic Rate of .01438%**, which corresponds to an **Annual Percentage Rate of 5.25%**, which gives us the daily interest charge. At the end of the statement period, we total these daily interest charges to determine the interest charge you owe for the full statement period.

Fees Imposed on Your Credit Line. In addition to interest charges, you agree to pay a \$25.00 Returned Payment Fee if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower fee or prohibits any fee. Covered Borrowers shall not be subject to these fees while the servicemember is on Active Duty. We reserve the right to reinstate such fees upon completion of Active Duty by the servicemember.

Limitation on Fees and Interest Charges for Covered Borrowers. Notwithstanding any provision in this Agreement, if any of you is a Covered Borrower, your total liability for payment of interest, fees and other charges that are included in calculating the Military Annual Percentage Rate, as defined by law or regulations, shall not exceed 36 percent. Any sums paid by you in excess of 36 percent shall be refunded to you or applied to the principal balance owed, at your discretion.

Statements. Each month you have a balance or have any account activity we will send you (or otherwise make available to you through, for example, Online Banker) an account statement of your Credit Line, showing all advances, interest charges, fees, other charges, payments made, and other credits made during the billing cycle, your "Previous Balance" and your "New Balance." The statement will also show the Minimum Payment you must make and the date your Minimum Payment is due. You have sixty (60) days from the date an account statement is sent or otherwise made available to you to notify us of any inaccuracies in the account statement. If you do not contact us within this period, the statement will be considered accepted as correct. Information on your rights to dispute transactions and how to exercise those rights is provided below.

Minimum Payment. Your "Regular Payment" will equal the amount of your accrued interest. You will make 11 of these payments. You will then be required to pay the entire balance owing in a single balloon payment. If you make only the "Minimum Payments", you will not repay any of the principal balance by the end of the payment stream and a final balloon payment will be due at maturity of the Credit Line. Your payments will be due monthly. Your "Minimum Payment" is your Regular Payment, plus any amounts past due and all fees and charges. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

Balloon Payment. Your Credit Line is payable in full upon maturity in a single balloon payment. You must pay the entire outstanding principal, interest and any other fees and charges then due. Unless otherwise require by applicable law, we are under no obligation to refinance the balloon payment at that time. You may be required to make payments out of other assets you own or find a lender, which may be us, willing to lend you the money. If you refinance the balloon payment, you may have to pay some or all of the closing costs normally associated with a new credit line account, even if you obtain refinancing from us.

How Your Payments are Applied. Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to accrued interest; then to unpaid principal; and then to penalty fees or collection costs.

Automatic Payments. You authorize us to deduct your minimum monthly payment from your Checking Account if you do not pay the Minimum Payment due by the payment due date. You agree to maintain sufficient funds in your Checking Account to cover the payment. You agree that if any payment is insufficient to cover accrued interest charges that we may add any unpaid accrued interest to the principal balance and that we may charge interest at the periodic rates and corresponding annual percentage rates set forth in this Agreement on the increased Credit Line balance that includes these unpaid accrued interest charges.

Security; Right of Setoff. Your obligation in connection with the Credit Line shall be secured by, and you hereby grant to us a security interest in, (i) the Checking Account and any other deposit account with us, (ii) such collateral as is described in your Application, and (iii) any other non-real estate collateral which secures other obligations which you owe us from time to time. In addition, we have what is known as a right of setoff to protect us if you do not repay amounts you owe us under the Credit Line. This means we have a right, in accordance with applicable law, to use the balance in your Checking Account and any other deposit account you maintain with us to repay the balance on your Credit Line (other than any IRA or KEOGH accounts or accounts held in a representative capacity). We may also exercise the right to set off against any other obligations which we owe to you from time to time, except to the extent prohibited by law.



Default and Remedy: You understand that you will be in default under the Credit Line if: (i) you have made any misrepresentation in the Application; (ii) you violate any terms of this Agreement; (iii) you miss a payment under this or any other obligation you owe us; (iv) any of you become subject to bankruptcy proceedings or any garnishment, attachment, levy or execution is issued against any material asset you own; (v) we in good faith believe ourselves insecure; (vi) any of you die; or (vii) anything else happens that indicates to us that you may be unable or unwilling to repay your obligations under the Credit Line.

If you are in default, we may, in our sole discretion, send you a notice setting forth a time period of at least fifteen (15) days within which you may cure the default, if in our judgment the default may be cured. During the cure period, and without notice, we may suspend your Credit Line and immediately cease making advances under the Credit Line. If such default is not cured during this period, we may take any one or more of the following actions: (i) continue suspension of your Credit Line; (ii) terminate your Credit Line and require you to immediately pay the entire Credit Line balance, together with all accrued and unpaid interest, interest charges, and all other fees and obligations hereunder, without prior notice except as may be required by law; (iii) take any other action, including, but not limited to, enforcing our security interest in any collateral or exercising our right of setoff provided for in this Agreement or permitted under state or federal law. We can exercise our rights under this section immediately or can postpone action without losing any rights.

Dispute Resolution - Judicial Reference

Any Claim, including any and all questions of law or fact relating thereto, shall, at the written request of any Party, be determined by reference pursuant to California Code of Civil Procedure ("CCP") Section 638 et seq. and as set forth below.

The parties shall select a single neutral referee, who shall be a retired California state or federal court judge. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party, then the referee will be selected by the court in accordance with CCP Section 640(b).

The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCP, California Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCP

Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

In the event that any provision of this Agreement relating to judicial reference is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, provided however, these judicial reference provisions shall not apply to any consumer loan by Lender to a Covered Borrower as that term is defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations at 32 C.F.R. Part 232.

Fees, Costs and Expenses. During the pendency of any Claim which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Claim shall promptly pay equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement, unless the referee orders otherwise. The compensation of the referee shall not exceed the prevailing rate for like services.

Credit Information and Related Matters. You agree to provide us with updated financial information from time to time upon our request. If we ask, you agree to provide promptly a revised financial statement, a new credit application, or both, on forms we provide, or other financial information we reasonably deem necessary. You authorize us to release information about you to third parties as described in our privacy policy.

Notices. All notices will be sent to your address as shown in your Credit Line application. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

Fair Credit Reporting Act Notice. Notify us of inaccurate information we report to consumer reporting agencies. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: [Montecito Bank & Trust, P.O. Box 2460, Santa Barbara, CA 93120](#).

Amendments to this Agreement. In accordance with applicable law, we may amend this Agreement from time to time by sending a notice or an amended agreement to any of you at the current address shown on our records for this Credit Line. Unless we state otherwise, the outstanding balance existing on the effective date of any amendment will be subject to the terms of the amended agreement.

Miscellaneous. This Agreement (i) shall be governed by the laws of the state of California, and (ii) together with the Application, constitutes the entire agreement between you and us.



YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Montecito Bank & Trust
P.O. Box 2460
Santa Barbara, CA 93120

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.



Interest Rate and Interest Charges	
Annual Percentage Rate (APR) for Advances	5.25%
Paying Interest	You will be charged interest from the date a transaction is posted to your account.
Fees	
Annual Fee	None
Penalty Fee <ul style="list-style-type: none">Returned Payment Fee	\$25

How We Will Calculate Your Balance: We use a method called “daily balance.” See your agreement below for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided at the end of your account agreement.

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Your payment obligation for this loan is as follows: Your payments will be due monthly and will equal the amount of your accrued interest plus any amounts past due and all fees and charges.



Introduction. This Emergency Personal Line of Credit Agreement ("Agreement") governs your line of credit (the "Credit Line") issued through Montecito Bank & Trust. It also contains disclosures required by the Federal Truth In Lending Act. Please read all of this Agreement, and keep it for your records, because when you have accepted, or otherwise used your Credit Line, you will be deemed to have unconditionally accepted and agreed to the terms of this Agreement, including liability for the account and the account balance. In this Agreement, the words "borrower," "you," "your," and "applicant" mean each and every person who signed the Application submitted in connection with this Credit Line, as specified in Lender's approval letter. The words "we," "us," "our," "Beneficiary," and "Lender" mean Montecito Bank & Trust. **You agree to the following terms and conditions:**

Credit Line. Upon our approval of your Application, we shall establish the Credit Line for you upon the terms and conditions of this Agreement. You understand that we shall have relied upon the information set forth in the Application in doing so. Your credit limit will be determined by us and will be shown on your account statements. When you signed the Application, you agreed to the terms and conditions of this Agreement. You may not use your Credit Line in any way that would cause you to go over (exceed) your credit limit. We may refuse to authorize or accept any transaction on your account which would cause you to exceed your credit limit in our sole discretion. If you wish to make sure that a transaction will not be dishonored, it is your obligation to verify the available credit on your Credit Line. If you owe more than your credit limit, you agree to pay the excess immediately upon our request and, in our discretion, we may suspend your account privileges or even cancel your account until you do so. Upon your request or at our option at any time we may reassess your credit line and increase or decrease your credit limit. If we do, we will notify you of your new limit. The term of your Credit Line will begin when we notify you that the Credit Line application has been approved and will continue until the earlier of the date the Credit Line is terminated by either you or us, or 12 months from the date of approval. All amounts owing under this Agreement, if not already paid pursuant to the payment provisions below, will be due and payable upon termination, unless you and we enter a change in terms agreement extending the termination date on terms acceptable to you and us.

Promise To Pay. You promise to pay to us all amounts borrowed under the Credit Line, plus any interest charges, late charges, collection costs, or other amounts due.

Joint and Several Liability. If there is more than one Borrower, each is jointly and severally liable on this Agreement. This means we can require any Borrower to pay all amounts due under this Agreement, including credit advances made to any Borrower even if such person did not cause the overdraft, request the advance, or receive any benefit from the overdraft or the advance. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this Agreement. We can release any Borrower from responsibility under this Agreement, and the others will remain responsible.

Advances On Your Credit Line. Any one of you may request advances under the Credit Line by writing a check on your designated account ("Checking Account") which overdraws your Checking Account, or by requesting an advance using the following means:

Telephone Request. Requesting a credit advance from your Credit Line to be applied to your designated account by telephone. Except for transactions covered by the federal Electronic Fund Transfers Act and unless otherwise agreed in your deposit account agreement, you acknowledge and you agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.

Requests in Person. Requesting a credit advance in person at any of our authorized locations.

Request Via On-Line Banking. Requesting a credit advance via on-line banking

If there is more than one person authorized to use this Credit Line, you agree not to give us conflicting instructions, such as one borrower telling us not to give advances to the other.

How Advances Are Made. If your request for an advance complies with this Agreement, we will make the advance (i) by depositing the funds in your Checking Account, (ii) by paying the funds to you, or (iii) by paying the funds to a third person or account as you shall direct at the time. You promise not to obtain advances on your Credit Line that would cause the total balance to exceed the credit limit. We are under no obligation to make advances that would exceed your credit limit, may return the related check or other item unpaid to the person from whom it was received, and charge you applicable fees pursuant to your Montecito Bank & Trust Deposit Account Terms and Disclosures ("Deposit Agreement") and Schedule of Fees and Charges. We are also authorized to make advances to you from time to time, without your prior request, at our sole discretion, in order to pay account fees and other proper charges related to the Checking Account, and amounts then due under the Credit Line.



Limitations on Advances. If you request an advance which would cause your Credit Line balance to exceed your credit limit, we may, in our sole discretion, advance a sufficient amount to cover the overdraft which will cause you to exceed your Maximum Credit Limit. We may waive such limitations in our sole discretion. You understand that if we do agree to waive any of such limitations in any one instance, we will not be obligated to do so again in the future. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line exceeds your Credit Limit, even if we have not yet billed you.

When Interest Begins to Accrue. Interest on advances on your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no "grace period" which would allow you to avoid paying interest on your Credit Line balance.

Method of Determining the Amount of Interest Charges. We figure the interest charge on your Credit Line by applying the Daily Periodic Rate to the daily balance of your Credit Line for each day in the billing cycle. To get the daily balance, we take the beginning balance of your Credit Line each day, add any new advances and subtract any payments or credits. We multiply the daily balance by the **Daily Periodic Rate of .01438%**, which corresponds to an **Annual Percentage Rate of 5.25%**, which gives us the daily interest charge. At the end of the statement period, we total these daily interest charges to determine the interest charge you owe for the full statement period.

Fees Imposed on Your Credit Line. In addition to interest charges, you agree to pay a \$25.00 Returned Payment Fee if you pay your Credit Line obligations with a check, draft, or other item that is dishonored for any reason, unless applicable law requires a lower fee or prohibits any fee. Covered Borrowers shall not be subject to these fees while the servicemember is on Active Duty. We reserve the right to reinstate such fees upon completion of Active Duty by the servicemember.

Limitation on Fees and Interest Charges for Covered Borrowers. Notwithstanding any provision in this Agreement, if any of you is a Covered Borrower, your total liability for payment of interest, fees and other charges that are included in calculating the Military Annual Percentage Rate, as defined by law or regulations, shall not exceed 36 percent. Any sums paid by you in excess of 36 percent shall be refunded to you or applied to the principal balance owed, at your discretion.

Statements. Each month you have a balance or have any account activity we will send you (or otherwise make available to you through, for example, Online Banker) an account statement of your Credit Line, showing all advances, interest charges, fees, other charges, payments made, and other credits made during the billing cycle, your "Previous Balance" and your "New Balance." The statement will also show the Minimum Payment you must make and the date your Minimum Payment is due. You have sixty (60) days from the date an account statement is sent or otherwise made available to you to notify us of any inaccuracies in the account statement. If you do not contact us within this period, the statement will be considered accepted as correct. Information on your rights to dispute transactions and how to exercise those rights is provided below.

Minimum Payment. Your "Regular Payment" will equal the amount of your accrued interest. You will make 11 of these payments. You will then be required to pay the entire balance owing in a single balloon payment. If you make only the "Minimum Payments", you will not repay any of the principal balance by the end of the payment stream and a final balloon payment will be due at maturity of the Credit Line. Your payments will be due monthly. Your "Minimum Payment" is your Regular Payment, plus any amounts past due and all fees and charges. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

Balloon Payment. Your Credit Line is payable in full upon maturity in a single balloon payment. You must pay the entire outstanding principal, interest and any other fees and charges then due. Unless otherwise require by applicable law, we are under no obligation to refinance the balloon payment at that time. You may be required to make payments out of other assets you own or find a lender, which may be us, willing to lend you the money. If you refinance the balloon payment, you may have to pay some or all of the closing costs normally associated with a new credit line account, even if you obtain refinancing from us.

How Your Payments are Applied. Unless otherwise agreed or required by applicable law, payments and other credits will be applied first to accrued interest; then to unpaid principal; and then to penalty fees or collection costs.

Automatic Payments. You authorize us to deduct your minimum monthly payment from your Checking Account if you do not pay the Minimum Payment due by the payment due date. You agree to maintain sufficient funds in your Checking Account to cover the payment. You agree that if any payment is insufficient to cover accrued interest charges that we may add any unpaid accrued interest to the principal balance and that we may charge interest at the periodic rates and corresponding annual percentage rates set forth in this Agreement on the increased Credit Line balance that includes these unpaid accrued interest charges.

Security; Right of Setoff. Your obligation in connection with the Credit Line shall be secured by, and you hereby grant to us a security interest in, (i) the Checking Account and any other deposit account with us, (ii) such collateral as is described in your Application, and (iii) any other non-real estate collateral which secures other obligations which you owe us from time to time. In addition, we have what is known as a right of setoff to protect us if you do not repay amounts you owe us under the Credit Line. This means we have a right, in accordance with applicable law, to use the balance in your Checking Account and any other deposit account you maintain with us to repay the balance on your Credit Line (other than any IRA or KEOGH accounts or accounts held in a representative capacity). We may also exercise the right to set off against any other obligations which we owe to you from time to time, except to the extent prohibited by law.



Default and Remedy: You understand that you will be in default under the Credit Line if: (i) you have made any misrepresentation in the Application; (ii) you violate any terms of this Agreement; (iii) you miss a payment under this or any other obligation you owe us; (iv) any of you become subject to bankruptcy proceedings or any garnishment, attachment, levy or execution is issued against any material asset you own; (v) we in good faith believe ourselves insecure; (vi) any of you die; or (vii) anything else happens that indicates to us that you may be unable or unwilling to repay your obligations under the Credit Line.

If you are in default, we may, in our sole discretion, send you a notice setting forth a time period of at least fifteen (15) days within which you may cure the default, if in our judgment the default may be cured. During the cure period, and without notice, we may suspend your Credit Line and immediately cease making advances under the Credit Line. If such default is not cured during this period, we may take any one or more of the following actions: (i) continue suspension of your Credit Line; (ii) terminate your Credit Line and require you to immediately pay the entire Credit Line balance, together with all accrued and unpaid interest, interest charges, and all other fees and obligations hereunder, without prior notice except as may be required by law; (iii) take any other action, including, but not limited to, enforcing our security interest in any collateral or exercising our right of setoff provided for in this Agreement or permitted under state or federal law. We can exercise our rights under this section immediately or can postpone action without losing any rights.

Dispute Resolution - Judicial Reference

Any Claim, including any and all questions of law or fact relating thereto, shall, at the written request of any Party, be determined by reference pursuant to California Code of Civil Procedure ("CCP") Section 638 et seq. and as set forth below.

The parties shall select a single neutral referee, who shall be a retired California state or federal court judge. If the parties are unable to agree upon a referee within ten (10) calendar days after one party serves a written notice of intent for judicial reference upon the other party, then the referee will be selected by the court in accordance with CCP Section 640(b).

The referee shall render a written statement of decision and shall conduct the proceedings in accordance with the CCP, California Rules of Court, and California Evidence Code, except as otherwise specifically agreed by the parties and approved by the referee. The decision of the referee shall be entered as a judgment in the court in accordance with the provisions of CCP

Sections 644 and 645. The decision of the referee shall be appealable to the same extent and in the same manner that such decision would be appealable if rendered by a judge of the superior court.

In the event that any provision of this Agreement relating to judicial reference is found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, provided however, these judicial reference provisions shall not apply to any consumer loan by Lender to a Covered Borrower as that term is defined in the Military Lending Act, 10 U.S.C. 987 and its implementing regulations at 32 C.F.R. Part 232.

Fees, Costs and Expenses. During the pendency of any Claim which is submitted to judicial reference in accordance with this Agreement, each of the Parties to such Claim shall promptly pay equal shares of the fees charged and costs incurred by the referee in performing the services described in this Agreement, unless the referee orders otherwise. The compensation of the referee shall not exceed the prevailing rate for like services.

Credit Information and Related Matters. You agree to provide us with updated financial information from time to time upon our request. If we ask, you agree to provide promptly a revised financial statement, a new credit application, or both, on forms we provide, or other financial information we reasonably deem necessary. You authorize us to release information about you to third parties as described in our privacy policy.

Notices. All notices will be sent to your address as shown in your Credit Line application. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

Fair Credit Reporting Act Notice. Notify us of inaccurate information we report to consumer reporting agencies. Your written notice describing the specific inaccuracy(ies) should be sent to us at the following address: [Montecito Bank & Trust, P.O. Box 2460, Santa Barbara, CA 93120](#).

Amendments to this Agreement. In accordance with applicable law, we may amend this Agreement from time to time by sending a notice or an amended agreement to any of you at the current address shown on our records for this Credit Line. Unless we state otherwise, the outstanding balance existing on the effective date of any amendment will be subject to the terms of the amended agreement.

Miscellaneous. This Agreement (i) shall be governed by the laws of the state of California, and (ii) together with the Application, constitutes the entire agreement between you and us.



YOUR BILLING RIGHTS - KEEP THIS NOTICE FOR FUTURE USE. This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Montecito Bank & Trust
P.O. Box 2460
Santa Barbara, CA 93120

In your letter, give us the following information:

- *Account information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing*. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

What Will Happen After We Receive Your Letter

When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

- *If we made a mistake:* You will not have to pay the amount in question or any interest or other fees related to that amount.
- *If we do not believe there was a mistake:* You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.