Partnership Advance Education Loan Student Loan Application and Credit Agreement

You may print or save a copy of this Loan Application and Credit Agreement for your records.

Guidance Statement

The Partnership Advance Education Loan® is designed to supplement — not replace — other sources to fill funding gaps for students and parents. Students and parents should work with financial aid professionals at their respective colleges and universities to explore and exhaust all sources of student aid before seeking a Partnership Advance Education Loan.

- 1. Federal undergraduate loans for students are always better than private loans. The Partnership Advance Education Loan is a <u>private loan</u>. Federal loans for students, such as Direct Subsidized and Unsubsidized loans, are almost always less expensive than private loans. Students considering the grad PLUS loan should compare rates and fees as many private loans offer lower cost options. Also, private loans cannot be consolidated with federal loans under the federal student loan consolidation program. Students and their families should exhaust all available federal financial aid before seeking a private loan.
- 2. Parents can reduce student borrowing costs. Before taking out a private student loan, families with dependent undergraduate students should consider the College Family Loan or the federal Direct PLUS (parent) Loan. These loans enable parents to borrow on their student's behalf without obligating the student to repay the loan. If a student does take out a private loan, then the parents should consider cosigning the loan with the student. Private loans with Cosigners typically are more readily available and have lower costs than other private loans. However, families should still exhaust all federal student financial aid before considering either a PLUS Loan or private loan.
- 3. All criteria that applicants must meet to obtain the different interest rates and fees for its
 Partnership Advance Education Loan can be found at www.lowaStudentLoan.org. Applicants should
 try to obtain as much information as possible about interest rates, fees and repayment terms for any private
 student loan before applying and be cautious of lenders who will not provide upfront and transparent
 information.

Customer Identification Policy Notice

For the purpose of the following notice, the words "you" and "your" mean the Student Borrower and the Cosigner. *All applicants: Important Federal Law Notice-Important information about procedures for opening a new account:* 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 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.

Questions?

Call (800) 542-6005.

If you did not e-sign your application and credit agreement, please sign (in pen) and mail this to:

ISL Education Lending
P.O. Box 659703
West Des Moines, IA 50265-0970



Lender: Iowa Student Loan Liquidity Corporation

Loan Application and Credit Agreement: Partnership Advance Education Loan

In this agreement the words *I, me and my* refer to the individual(s) who signs this Loan Application and Credit Agreement (also referred to as "Agreement"). The words *you, your and Lender* refer to the lender referenced above, its successors and assigns, and any subsequent holder of the Agreement. This is a legal document. **Please note that all correspondence relating to this Agreement will be sent to the address in Section A.**

SECTION A – Applicant Information							
Legal Name Last Name		First			MI		
Other names under which I've had credit: Yes No If yes, please list other name(s):							
Social Security Number		I			Permanent Resident		
Permanent Home Mailing Address and Permanent Telephone Number (Enter permanent	nt home street address. Post Office Box	without street add	dress is not accept	able.)			
Address 2							
City	City						
Primary Phone Secondary Phone							
COMMUNICATION CONSENT: I agree that you may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I agree that you may call me, using an automatic telephone dialing system or otherwise, leave me a voice, prerecorded, or artificial voice message, or send me a text, e-mail, or other electronic message for any purpose related to the servicing and collection of my account with you (each a "Communication"). I agree that you may send a Communication to any telephone numbers, including cellular telephone numbers, or e-mail addresses I provided to you in connection with the origination of this after the authority to provide the consent because I am either the subscriber of the telephone number(s) or I am the non-subscriber customary user who has authority to provide the consent. I also agree that you may include my personal information in a Communication. I agree that you will not charge me for a Communication, but my service provider may. In addition, I understand and agree that you may always communicate with me in any manner permissible by law that does not require my prior consent.							
College/University (College/University Name, City and State)		Grade Level	(Code in Instructi	ons):			
Academic Loan Period							
SECTION B - Credit Agreement							
For value received, I promise to pay to the order of the Lender the Principal Amount shown on my Final Disclosure Statement or any smaller amount advanced by you pursuant to the terms of this Agreement, other fees and charges and interest thereon at the rate set forth in this Agreement.							
I acknowledge and understand that you may refer any Agreement containing false or forged information to an appropriate law enforcement agency and that you may file criminal charges in connection with such false or forged information.							
CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT	HE NOTICE TO CUSTOMER (a) DO NOT SIGN THIS BEFORE YOU READ TO CREDIT AGREEMENT EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE RIAT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER TO AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.			. (b) DO NOT SIGN RE ENTITLED TO AN U HAVE THE RIGHT ANCE UNDER THIS			
Applicant Signature				07-18-	2024		
Signature (must match name in Section A)				Date	;		
Application Number:							

This Agreement is subject to the terms continued in Section B on the subsequent pages.

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 law.

Section B: CREDIT AGREEMENT

THIS IS A CONSUMER CREDIT TRANSACTION. NON-NEGOTIABLE CONSUMER NOTE THIS IS A LOAN FOR STUDY

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

- 1. LOAN AMOUNT: The maximum amount of the Loan may not exceed the lesser of (a) the amount I requested or (b) the amount certified by the school electronically or through other verifiable means. I understand that my school must certify my eligible loan amount before you can approve my application. My school's certification will determine whether I am eligible for a loan and, if so, the amount that I may borrow. I understand that my signature does not constitute your approval of the loan and that you or your agent will notify me of your approval or rejection of this Agreement. I understand that you may not approve this Agreement. I also understand that you may approve this Agreement for an amount less than I requested and that you may disburse a lesser amount than that which I originally agreed to accept if my financial need later declines due to information that you receive from my school or otherwise. If I desire an advance in excess over the amount I originally requested or the amount originally certified by my school I must submit a new Agreement. I understand that the terms of the loan are dependent upon me or my proposed Cosigner meeting certain credit, enrollment, employment and documentation criteria. I agree to accept an amount less than the amount indicated in the application and to repay the loan amount that you actually lend to me, plus interest on such principal sums, interest on any capitalized interest, and other charges and fees that may become due as provided in this Agreement.
- 2. LOAN PROVISIONS: (a) I hereby acknowledge that I have read this Agreement in its entirety, understand it and agree to be bound by its terms. My obligations include the obligations to: (i) pay the principal and interest due under this Agreement in the amounts and at the times specified herein; (ii) give notice of my address and name changes, and; (iii) comply with the terms set forth in the Agreement. If my signature is electronic, I agree to conduct business in connection with this Agreement with you electronically, including signing this Agreement electronically. I understand that by signing electronically, I am indicating my intent to be bound to the terms and conditions of this Agreement and will be bound to the same extent as if I had signed the Agreement on paper with an ink **signature.** I certify that the loan proceeds are solely to pay for qualified higher education expenses. I certify under penalty of law that all information provided herein and on the Addendum (if an Addendum is required) is true and correct. (b) I understand and agree that if the information in my Final Disclosure conflicts with the information in this Agreement, the information in my Final Disclosure shall apply and govern this Agreement with respect to items required to be disclosed under federal law.
- 3. AUTHORIZATIONS: In connection with this Loan or any subsequent Loan I may obtain from you, I authorize you or your agents to investigate my credit history, employment and income and to obtain information from my school regarding verification of my identity, my attendance, financial aid or academic status. I authorize you to obtain a credit report on me from consumer reporting agencies in considering this application, and for the purpose of a new extension of credit, or the review, update or collection of my account. I authorize you and any eligible school I attend to share information about me and my loan, including payment history, social security number and account numbers, with each other. In the event that a member of my immediate family (parents, spouse, children and siblings) or my guardian should contact you on my behalf for purposes of making payment arrangements, providing address, telephone or other such changes, I authorize you to share information about my Loan, including payment history, unless I submit written directions otherwise by writing to you at the address

indicated on the Agreement or at a new address that you may otherwise provide me. For the purposes of learning my current address and telephone number, I authorize you to release information and make inquiries to the references I have listed on my application. I may also designate an individual to have the legal authority to act on my behalf with respect to this private education loan in the event of my death by sending an email to: loancounseling@studentloan.org. I authorize you to contact my designated individual in the event of my death. If after disbursement of this Loan, the school determines that I was awarded more financial aid than I qualified for, I authorize the school to return a part or all of the proceeds of this Loan to you to reduce the over award amount. If I request (i) I will be informed whether or not credit reports were obtained, and (ii) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports.

- **4. <u>DEFINITIONS:</u>** (a) "Approval Disclosure Statement" means the closed-end consumer credit disclosure statement as required by the federal Truth-in-Lending Act that is provided to the Borrower at the time that the Loan is approved.
- (b) "Authorized Period of Deferment" means any amount of time, which I have requested, and you, at your sole discretion, have granted, during which I will not have to make Monthly Payments.
- (c) "Borrower" means the person who signs the Application and Credit Agreement as borrower.
- (d) "Disbursement Date" means the date or dates on which you lend money to me in consideration for my Agreement and will be the date or dates of my electronic funds transfer or loan check.
- (e) "Final Disclosure Statement" means the closed-end consumer credit disclosure statement as required by the federal Truth-in-Lending Act that is provided to me after the Borrower has accepted the Loan offer. (f) "Interim Period" means the period beginning on the initial Disbursement Date and ending on the date that is six (6) months after graduation or cessation of enrollment on at least a half-time basis at an eligible school, up to a maximum of eighty-four (84) months. Unless I request otherwise, you will automatically place my Loan in Interim Period status, if I qualify. The Interim Period is considered an Authorized Period of Deferment and will be subtracted from the eighty-four (84) month aggregate total.
- (g) "Loan" means all principal sums disbursed to me pursuant to my Agreement, and all amounts added to the principal balance and all interest and other amounts due as provided in this Agreement.
- (h) "Repayment Period" means the period beginning on the day after the Interim Period ends and continuing for no longer than one hundred eighty (180) months. The Repayment Period will not be extended by any Authorized Period of Deferment administered after the completion of the Interim Period. An Authorized Period of Deferment will cause my payments to increase for the remainder of the Repayment Period.
- **5. DISBURSEMENT:** (a) If you agree to make a Loan to me, you will send the Borrower an Approval Disclosure Statement that will provide the total amount of my Loan, my initial interest rate and the amount of my origination fee, if any, and the date by which the Borrower must accept the Loan offer that you have made. If the Borrower decides to accept the Loan that you offered, the Borrower must give you notice of their acceptance as described in the Approval Disclosure Statement. After the Borrower has accepted the Loan, you will send me a Final Disclosure Statement. In addition to other information, the Final Disclosure Statement will tell me my Loan amount (unless that amount is later reduced because my financial need has declined) and

how to cancel my Loan. If I exercise my right to cancel my Loan as described in the Final Disclosure Statement, you will not disburse any Loan proceeds and you will cancel my Loan. If I am the Cosigner, I will not be able to cancel the loan. The Final Disclosure Statement is incorporated herein by reference.

(b) I authorize you, at your sole discretion, to transfer my Loan proceeds directly to my school who may transfer them directly to my student account at the school. I understand that you may, at your sole discretion, cancel any disbursement or a portion thereof at any time for any of the following reasons: (i) a request for cancellation or reduction from the school; (ii) a discovery by you of any derogatory credit information about me; (iii) a discovery by you of any false or misleading information that I or my Eligible Student may have provided to you; (iv) any bankruptcy proceedings is begun by or against you or you assign any of your assets for the benefit of other creditors, (v) a material adverse change in my financial circumstances that would create an enhanced risk of default, (vi) any action by me that would breach any provision of this Agreement; or (vii) if my Eligible Student's financial need later declines due to information that you receive from the school or otherwise. Neither I, nor any Cosigner will receive any proceeds of this Loan.

6. INTEREST RATE: This Loan has a fixed Interest Rate. The Interest Rate will be identified on my Final Disclosure Statement. Interest will begin to accrue as of the First Disbursement Date on the principal amount of this Loan outstanding from time to time. Interest will be calculated on a daily simple interest basis, using the outstanding principal balance each day of the term of my Loan. The daily interest rate will be equal to the annual Interest Rate in effect on that day, divided by the actual number of days in the then-current calendar year.

7. RESERVED

8. RESERVED

- **9. REPAYMENT:** I must repay the Loan in full no later than one hundred eighty (180) months following the first day of the Repayment Period. If canceled disbursements result in a loan balance of \$1,000 or less, the Repayment Period will be 37 months.
- **10.** <u>CAPITALIZATION OF INTEREST:</u> Unpaid accrued interest will be capitalized (added to the principal balance of my Loan) at the end of any Authorized Period of Deferment and after the Interim Period.
- 11. **<u>DEFERMENT</u>**: Certain circumstances may allow me to defer payment. Deferment is at your sole discretion. During my Interim Period, you will automatically place this loan in Deferment while I am an Eligible Student, subject to verification of my enrollment by the school or its authorized agent. If I have stopped being an Eligible Student, but subsequently become an Eligible Student again, you may automatically grant to me an Authorized Period of Deferment, subject to verification of my eligibility for a Deferment by the school or its authorized agent. I understand my school may not automatically provide enrollment verification to you. If I believe I should be placed in Deferment and I have not received confirmation from you of Deferment, I must provide you enrollment verification. I understand that it is my responsibility to monitor the status of my Loan. You are not required to revise any negative credit reporting that is due to my failure to provide you the enrollment verification. I may cancel any Authorized Period of Deferment at any time by providing notification to you. During Authorized Periods of Deferment interest will continue to accrue on my Loan, even though I will not have to make any Monthly Payment. The aggregate Authorized Periods of Deferment for my Loan may not exceed eightyfour (84) months.
- **12. MONTHLY PAYMENT:** I will make Monthly Payments on my Loan beginning immediately after the end of the Interim Period. My Monthly Payments will equal the amount necessary to amortize my Loan over the remaining months of the Repayment Period. I agree

that you may recalculate my Monthly Payment at the conclusion of any Authorized Period of Deferment to equal the amount necessary to amortize my Loan over the remaining months of the Repayment Period. The exact amount of my Monthly Payments will be shown on my Final Disclosure Statement, as updated by the Repayment Summary Letter, or on any payment coupon or billing statement that you may send me. Monthly Payments will be due on the same day of the month, every month, as shown on my Final Disclosure Statement or on any subsequent updated Repayment Summary Letter that you may send me. A failure to receive a billing statement does not excuse me of my responsibility to make regularly scheduled payments. I agree to send my Monthly Payments to Aspire Servicing Center at the address you provide me, or at a new address that you may otherwise provide me. I may choose a repayment option other than a fixed Monthly Payment. To exercise my right to convert to another repayment option, I will contact you at the address or phone number provided on the Agreement or at a new address that you may otherwise provide me. I further agree that, if because of my payment history, the amount of my actual final Monthly Payment will be at least three times the amount of my currently scheduled final Monthly Payment, you may recalculate my Monthly Payment to equal the amount that will amortize my Loan over the remaining term of the Repayment Period.

- **13. LOAN ELIGIBILITY:** To be eligible for this Loan, the Borrower must be an Eligible Student. "Eligible Student" means a student who is (a) attending an eligible school; (b) enrolled on at least a half-time basis, as half-time is defined by the school, and; (c) enrolled or accepted for enrollment in a program that results in a degree or certificate.
- **14. PREPAYMENT:** I may prepay all or part of my Loan at any time without penalty. Because of the way interest is calculated, I will not receive any interest refund or rebate if I prepay in full. Any partial prepayment that I make will be applied as described in Section 15, Application of Payments below, and I will make all the remaining payments due under my Loan by their scheduled due dates, unless I instruct you to apply my partial prepayment otherwise.
- **15. APPLICATION OF PAYMENTS:** All payments and prepayments will be applied first to applicable fees, charges, and costs; then to outstanding accrued interest; and the remainder to principal, as permitted by applicable law. If I request, you will apply a partial prepayment to my Loan to result in a "paid ahead status" on my Loan. "Paid Ahead Status" means that the prepayment amount may reduce the amount of future payment(s) due and my billing statement may show I owe a partial payment or no payment. Interest continues to accrue while paid ahead even if no Monthly Payment is due. To elect to have my Loan(s) removed from "paid ahead status", and receive a monthly statement in the amount of the Monthly Payment every month, I must contact you by writing or calling your office at the address or telephone number provided to me on any payment coupon or billing statement you may send me. I may change this status at any time; however, I may only be able to change it for future payments if changing the status would not result in a delinquency on my Loan.
- **16. FINAL PAYMENT:** The amount of my Final Payment may be different from my regular Monthly Payments. Payments made early or late will affect the amount of the Final Payment.
- 17. **DEFAULT:** If the Lender for this Loan is the Bank of Lake Mills, or if I live in Wisconsin, to the extent permitted by applicable law, I will be in default if I (a) permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or I fail to pay the first payment or the last payment within 40 days of its scheduled due date or deferred due date or if I (b) fail to observe any other provision of this Agreement, the breach of which materially impairs my ability to pay the amounts due under this Agreement. If the Lender for this

Loan is Iowa Student Loan Liquidity Corporation or if I live in Iowa, I will be in default if I (a) fail to make a payment within ten (10) days of the time required in this Agreement; and/or (b) fail to observe any other covenant of the transaction, breach of which materially impairs my prospect to pay amounts due under the transaction. If my permanent residence is in Nebraska, Idaho, Kansas or South Carolina, I will be in default if I fail to make a payment when due or if the prospect of my payment or performance is significantly or materially impaired. If my permanent residence is in West Virginia, I will be in default if I fail to make a payment within 5 days of its scheduled due date or if I otherwise fail perform under this Agreement.

18. **REMEDIES:** If a default occurs, then after any applicable notice and right to cure default that is required by applicable law, Lender may declare the entire balance of principal, interest and other charges owed under this Loan immediately due and payable, in full, without further notice to me, but no sooner than ten (10) days after the payment due date if my permanent residence is in Virginia or thirty (30) days after the payment due date if my permanent address is in the District of Columbia. Lender may then take action to collect the entire Loan balance, including (without limitation): (a) bringing a lawsuit against me and obtaining a judgment against me and/or (b) referring my Loan to a third party (such as a collection agency) for further collection efforts. If I default, then after any applicable waiting periods or notices required by applicable law, and as permitted by applicable law, Lender may also disclose information about my default to one or more national consumer credit reporting agencies, which may adversely affect my ability to obtain other credit. I hereby waive presentment, demand, protest, and notices of dishonor and protest with regard to the obligation evidenced by this Agreement.

19. **COSIGNER LIABILITY:** If this Agreement has a Cosigner(s), the Cosigner(s) is jointly and severally liable for all the obligations owed to you under this Agreement. Obligations of the Cosigner(s) include the obligation to pay the principal and interest on this Loan in the amounts and at the times specified herein, give notice of Cosigner(s) phone, address and name changes, and pay collection costs to the extent permissible under the law. You are not required to send the Cosigner(s) copies of any billing statements you send me. Each Borrower and Cosigner(s) agree that any communication from you will be binding on the borrower and Cosigner(s), and that all of the provisions of this Agreement will apply to the Borrower and Cosigner(s) individually and collectively. Any provision of this Agreement may be modified, extended or renewed, and any party to this Agreement may be released or substituted, if jointly agreed upon in writing by you and either the Borrower or the Cosigner. Any such modification, extension, renewal, or release or substitution of a party to this Agreement by either the Borrower or Cosigner will be effective without the consent of the other borrower or cosigner and will not affect the validity or enforceability of the remainder of this Agreement. NOTE: Notwithstanding the other provisions of this paragraph or any other provision of this Agreement, the Cosigner(s) will be released from all liability under this Agreement by federal law in the event of the Borrower's death.

20. LATE CHARGES: No late charges will be assessed.

21. DEATH AND DISABILITY WAIVER:

A. In event of death. I understand that in the event of my death prior to the payoff of my Loan, any remaining balance of my Loan, including any fees or interest, will be forgiven upon your receipt of acceptable proof of my death, and that any Cosigners on my Loan will be released from their obligations as a Cosigner. I also understand that a notification will be provided to the Cosigner within a reasonable timeframe if this provision of the Agreement applies. I acknowledge that in the event of the death of any Cosigner on my Loan prior to the payoff of my Loan, that upon providing you with acceptable proof of the Cosigner's death, that the Cosigner will be removed from my Loan, no new Cosigner will

be required, and I will remain responsible for the repayment of my Loan. **B.** In event of total and permanent disability. I understand that in the event of my total and permanent disability due to either a physical or a mental condition, that I may apply for discharge of my Loan pursuant to policies and procedures adopted by you from time to time. You will have the final discretion to determine whether I qualify for discharge of my Loan upon submission of the required application form that you will make available. The determination and verification of my total and permanent disability will be based upon, among other things, information provided by (a) the U.S. Department of Veteran Affairs, or (b) the Social Security Administration, or (c) a state-licensed physician who is a doctor of medicine or osteopathy. If my Loan discharge application is granted as a result of my total and permanent disability, any Cosigner on my Loan will be released from their responsibilities as a Cosigner. I acknowledge that in the event of the total and permanent disability of any Cosigner prior to the payoff of my Loan, that upon providing you with acceptable proof of the Cosigner's total and permanent disability, that the Cosigner will be released from their obligations as a Cosigner of my Loan, no new Cosigner will be required, and I will remain responsible for the repayment of my Loan.

- **22. REPORTING OF INACCURATE INFORMATION:** If I believe that you have information about me that is inaccurate or that you have reported or may report to a credit reporting agency information about me that is inaccurate, I will notify you of the specific information that I believe is inaccurate by writing to you at the address indicated on the Agreement, or at a new address that you may otherwise provide me.
- 23. <u>CONSUMER REPORTING AGENCY NOTIFICATION</u>: You may report information about my account to consumer reporting agencies. Late payments, missed payments or other defaults on my account may be reflected in my credit report.
- **24. NOTICE OF CHANGES:** I will notify you immediately of any change in my name, address and/or telephone number. I will also immediately notify you when I am no longer enrolled at least half time in an eligible school.
- 25. CERTIFICATION OF BORROWER: I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that the information contained in the Application and Agreement is true, complete and correct to the best of my knowledge and belief and is made in good faith. I certify that the proceeds of this Loan will be used for educational expenses as stated in the Application at the School named in the Application. I understand that I am responsible for repaying immediately any funds that I receive which were not to be used or which are not used for educational purposes for the academic period. I represent and acknowledge that I have career goals that would be difficult or impossible to attain without post-secondary education and, therefore, I agree that the provision of an educational loan to me by the Lender is a necessary contract.
- **26. GOVERNING LAW:** If the Lender, identified above, for this Loan is the Bank of Lake Mills, I understand and agree that Lender is an FDIC-insured institution located in Wisconsin, that the Loan is subject to acceptance by Lender at its home office in Wisconsin and that the Loan will be disbursed by Lender from Wisconsin through a third-party agent. Consequently, the provisions of this Agreement will be governed by federal law and (to the extent not preempted by federal law) the laws of the State of Wisconsin, without regard to conflict of law rules. If the Lender, identified above, for this Loan is Iowa Student Loan Liquidity Corporation, I understand and agree that this Agreement will be governed by the laws of the United States and the State of Iowa (to the extent that such laws are applicable and not preempted), without regard to conflict of law rules.

- **27. ASSIGNMENT AND ISSUANCE OF LOAN:** I may not transfer or assign my rights or responsibilities under this Agreement to anyone else. You may transfer or assign your rights and responsibilities under this Agreement to someone else. After I have been notified of the assignment, I will be required to make payments on this Loan to that person or entity.
- 28. IDENTIFICATION OF CONTROLLER: If I have signed this Agreement electronically, the Lender (and its successors and assigns, and any subsequent holder of the Agreement) shall be deemed the 'Controller," and the identity of the Controller and any person to whom this Agreement is later transferred or assigned shall be recorded in a registry maintained by DocuSign Inc., 221 Main St., Suite 1550, San Francisco, CA 94105, or in another registry to which the records are later transferred (the "Loan Registry"). If this Agreement has been registered in the Loan Registry, then the authoritative copy will be the copy identified by the Controller of record in the Loan Registry as the authoritative copy. The only copy of the Agreement that is the authoritative copy is the copy that is within the control of the person identified as the Controller in the Loan Registry (or that person's designee). No other copy of this Agreement may be the authoritative copy.
- **29. CONVERSION FROM ELECTRONIC AGREEMENT TO PA- PER AGREEMENT:** I agree that any printout of Lender's Electronic Record of this Agreement and related notices ("Paper Agreement") shall be an original document for all legal purposes and that such Paper Agreement shall be an effective, enforceable and valid agreement. I intend that the printed representation of my Electronic Signature shall serve as my original signature and indicates my present intention to authenticate the Paper Agreement. If you convert this Agreement from an Electronic Record to a Paper Agreement, my obligations in the Agreement shall transfer to the Paper Agreement, and I intend to be bound by such obligations.
- **30. REPORTS AND NOTICES:** I understand that you may contract with a third party for servicing support. I may, therefore, receive information, reports and notices in the name of a servicer acting on your behalf.

31. ADDITIONAL AGREEMENTS:

- (a) I cannot modify or waive any provisions without your written approval.
- (b) I will answer promptly and truthfully all communications forwarded to me by you or your agents.
- (c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- (d) Neither you nor your agents warrant or vouch for the quality or suitability of the educational programs offered by eligible schools. Loan repayment is my legal obligation and is not conditioned upon the quality or suitability of the educational programs offered by eligible schools, the completion of my education, or obtaining employment in my field of study.
- (e) I agree not to send any post-dated checks to you in payment for my Loan. I agree not to send payments to you marked "Paid in Full" or with other such restrictions or endorsements unless they are sent and marked for "Special Handling" to Aspire Servicing Center, Attn: Payment Processing Supervisor, to the address indicated on the billing statements that you will send me. You may accept late or partial payment at any time without losing any of your rights. If I do not send correspondence to the correct address, I will lose rights under the law.
- (f) If I do send a post-dated check contrary to this provision, and you cash it prior to the date on the check, I agree that you are not responsible for any fees, fines or any other charges incurred by me as a result of your having cashed the check.
- (g) I understand and consent to your sharing of my Loan information with the National Student Clearinghouse.

- (h) The principal purposes for collecting the information on this form, including my Social Security Number (SSN), are to verify my identity, to determine my eligibility to receive a Loan, to permit the servicing of my Loan(s), and, if it becomes necessary to locate me and to collect on my Loan(s) if my Loan(s) become delinquent or in default. You may also use my SSN as an identifier and to permit me to access my account information electronically.
- (i) Except for the Approval Disclosure Statement and Final Disclosure Statement, any notice you send will be considered effective when it is deposited in the U.S. mail or sent via electronic mail to the address on record, unless otherwise required by applicable law.
- (j) A Cosigner(s) is required unless I meet both the underwriting and credit criteria. The Lender agrees to release the Cosigner(s) if all of the following occur (a) I make the first 24 consecutive months of payments during the Principal and Interest Repayment Period by their due date and my Loan is otherwise in good standing; (b) I meet the underwriting and credit criteria at the time the Cosigner release is requested; and (c) I submit a written request for the Cosigner release. I understand that I can find additional information about releasing my Cosigner(s) and the process that I must follow in order to apply to release my Cosigner(s) from this Loan at www.AspireServicingCenter.com/release (or any generally recognized successor method or means of publication).
- (k) A 0.25% Interest Rate Reduction will apply to my Loan if I elect to have my Monthly Payment automatically deducted from a bank account during the Principal and Interest Repayment Period. This Interest Rate Reduction will begin after I enroll and you begin automatically deducting payments and will remain in effect as long as automatic payments continue without interruption. I agree that you will cancel my Interest Rate Reduction if I discontinue the automatic payments. I also agree that you will suspend the Interest Rate Reduction during any deferment or forbearance period. If my automatic payments are rejected or returned more than three times in any two-year period, I agree that you may cancel the Interest Rate Reduction and that I will not be eligible for auto-debit and the Interest Rate Reduction again for a period of one year after the last return or rejection. The 0.25% Interest Rate Reduction will not lower the monthly payment amount but will instead reduce the interest amount that accrues. I understand and agree that this rate reduction will apply only to payments that I make during the Principal and Interest Repayment Period.
- (l) Entire Agreement. The terms and conditions set forth in this Agreement (including the Final Disclosure, which has been incorporated by reference herein) constitute the entire agreement between Lender and me.
- (m) Severability. If any provision of this Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.
- (n) Modification. A provision of this Agreement may only be modified if jointly agreed upon in writing by Lender and Borrower or Cosigner. No modification shall change or alter the validity or enforceability of this Agreement.
- (o) Not a Negotiable Instrument. The Lender and I agree that this Agreement shall be deemed a credit agreement and is not a promissory note as defined in Article 3 of the Uniform Commercial Code as enacted in Wisconsin or any other state and the that transfer of this Agreement shall be governed by Article 9 of the Uniform Commercial Code as enacted in Wisconsin or any other state.
- (p) Currency. All dollar amounts stated in this Agreement are in United States Dollars. All payments must be made in United States Dollars with no deduction for currency exchange.

- (q) School's Release of Information. I authorize any school that I may attend to release to Lender, and any other persons designated by Lender, any requested information pertinent to this Loan (e.g., enrollment status, prior loan history, and current address).
- (r) Holder's Release of Information. I authorize Lender, any subsequent holder of this Agreement, and their agents to: (1) advise the School of the status of my application and the Loan and payment history of my Loan, (2) respond to inquiries from prior or subsequent lenders or holders with respect to my Agreement and related documents, (3) release information and make inquiries to the persons I have given Lender as references, for the purposes of learning my current address and telephone number, and (4) check my credit and employment history, including but not limited to rechecking my credit if my application remains open over 90 days after I first submit it to Lender, and to answer questions about Lender's credit experience with me.
- (s) Failure to Complete Education Program. Except as otherwise provided in this Agreement, my failure to complete the education program paid for with this Loan will not relieve me of any of my obligations under this Agreement.
- (t) I agree I am not a resident of Maine.
- 32. <u>BANKRUPTCY</u>: I understand and agree that this Loan is an education loan and certify that it will be used only for costs of attendance at the School. I acknowledge that the requested Loan is subject to the limitations on dischargeability in bankruptcy contained in Section 523(a) (8) of the United States Bankruptcy Code because this is a "qualified education loan" as defined in the Internal Revenue Code. This means that even if, in the event of bankruptcy that I may file or have filed against me, my other debts are discharged, I still have to pay this Loan in full unless bankruptcy laws permit a discharge because of an undue hardship upon me and my dependents, if any.

33. STATE DISCLOSURES:

CALIFORNIA RESIDENTS: A married applicant may apply for a separate account.

OHIO RESIDENTS: The 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.

IOWA KANSAS AND NEBRASKA RESIDENTS ONLY: (For purposes of the following notice, the word "you" refers to the Borrower, not the Lender): NOTICE TO CONSUMER. 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THIS CREDIT AGREEMENT. 2. YOU ARE ENTITLED TO A COPY OF THIS CREDIT AGREEMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

MISSOURI RESIDENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect me (borrower(s)) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NEW JERSEY RESIDENTS ONLY: The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits

or requires. In this Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law. Any waiver of a right established by the New Jersey Consumer Contracts law does not apply to this Loan Agreement.

WISCONSIN RESIDENTS: If I am a married Wisconsin resident: (1) My signature confirms that this loan obligation is being incurred in the interest of my marriage or family. (2) No provision of any marital property agreement, unilateral statement under §766.59 of the Wisconsin Statutes or court decree under §766.70 adversely affects your interest unless, prior to the time that the loan is approved, you are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. (3) If the Loan for which I am applying for is granted, my signature confirms that my spouse has either received notification that credit has been extended to me, has actual knowledge that this credit is being extended to me or has waived the requirements of Wisconsin Statute §766.56(3)(b) in writing.

TEXAS RESIDENTS: I give up (waive) my common law rights to receive notice of intent to accelerate and notice of acceleration. This means that I give up the right to receive notice that you intend to demand that I pay all that I owe on this contract at once (accelerate) and notice that you have accelerated. This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

UTAH RESIDENTS: This note is the final expression of the agreement between me and you and it may not be contradicted by evidence of an alleged oral agreement.

NEBRASKA RESIDENTS: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

MARYLAND RESIDENTS: Lender and I have agreed that this Note is governed by federal law and the state law as outlined in section 26 of this agreement without regard to conflicts of law principles; if any court nonetheless determines that this Note is subject to Maryland law, then only to the extent that Maryland law applies, lender and I agree and elect that this Note is made under and governed by Subtitle 10, "Credit Grantor Closed End Credit Provisions" of Title 12 of the Maryland Commercial Law Article except as preempted by federal law.

Partnership Advance Education Loan Student Loan Application and Credit Agreement for Cosigners

You may print or save a copy of this Cosigner Application and Credit Agreement for your records.

Guidance Statement

The Partnership Advance Education Loan® is designed to supplement — not replace — other sources to fill funding gaps for students and parents. Students and parents should work with financial aid professionals at their respective colleges and universities to explore and exhaust all sources of student aid before seeking a Partnership Advance Education Loan.

- 1. Federal undergraduate loans for students are always better than private loans. The Partnership Advance Education Loan is a <u>private loan</u>. Federal loans for students, such as Direct Subsidized and Unsubsidized loans, are almost always less expensive than private loans. Students considering the grad PLUS loan should compare rates and fees as many private loans offer lower cost options. Also, private loans cannot be consolidated with federal loans under the federal student loan consolidation program. Students and their families should exhaust all available federal financial aid before seeking a private loan.
- 2. Parents can reduce student borrowing costs. Before taking out a private student loan, families with dependent undergraduate students should consider the College Family Loan or the federal Direct PLUS (parent) Loan. These loans enable parents to borrow on their student's behalf without obligating the student to repay the loan. If a student does take out a private loan, then the parents should consider cosigning the loan with the student. Private loans with Cosigners typically are more readily available and have lower costs than other private loans. However, families should still exhaust all federal student financial aid before considering either a PLUS Loan or private loan.
- 3. All criteria that applicants must meet to obtain the different interest rates and fees for its Partnership Advance Education Loan can be found at www.lowaStudentLoan.org. Applicants should try to obtain as much information as possible about interest rates, fees and repayment terms for any private student loan before applying and be cautious of lenders who will not provide upfront and transparent information.

Customer Identification Policy Notice

For the purpose of the following notice, the words "you" and "your" mean the Student Borrower and the Cosigner. *All applicants: Important Federal Law Notice-Important information about procedures for opening a new account:* 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 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.

Questions?

Call (800) 542-6005.

If you did not e-sign your application and credit agreement, please sign (in pen) and mail this to:

ISL Education Lending P.O. Box 659703 West Des Moines, IA 50265-0970



COSIGNER NOTICES

FOR OBLIGORS COSIGNING IN COLORADO AND WEST VIRGINIA: NOTICE TO COSIGNER:

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay it if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become part of your credit record. This notice is not the contract that makes you liable for the debt.

FOR OBLIGORS COSIGNING IN IOWA, NEW YORK AND SOUTH CAROLINA:

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY:

NOTICE TO COSIGNER: You agree to pay the debt identified below although you may not personally receive any property, goods, services or money. You may be sued for payment although the person who receives the property, goods, services, or money is able to pay. You should know that the Total of Payments listed below does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorney's fees, or other charges that may be stated in the Note or contract. You will also have to pay some or all of these costs and charges if the Note or contract, the payment of which you are guaranteeing requires the borrower to pay such costs and charges. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the Note or contract that obligates you to pay the debt. Read the Note or contract, for the exact terms of your obligation.

Name of Debtor:	
Name of Creditor:	
(Date): If the Advance is disbursed by check, the date of the check funds as set forth in the cosigner approval letter that we	eck. If the Advance is disbursed electronically, the date we advanced the send you.
Kind of Debt: Private Education Loan	
Total of Payments: The Loan Amount Requested set forth in Seinterest and any Loan Origination Fee set forth in this Note.	ection B of this Cosigner Addendum (to the extent advanced), plus
I have been given a copy of this notice and of each writing that	obligates me or the Debtor on this debt
Cosigner 1 Signature	Date
Cosigner 2 Signature	Date
For OBLIGORS CO-SIGNING IN VERMONT:	

NOTICE TO COSIGNER: Your signature on this note means that you are equally liable for repayment of this loan. If the borrower does not pay, the lender has a legal right to collect from you.

ARIZONA RESIDENTS ONLY: For purposes of this notice, the words "you" and "your" refer to the Cosigner: Marital Community Property Joinder: If you are a married Arizona resident your signature confirms that this loan obligation is being incurred in the interest of your marriage or family and that you will properly notify your spouse and join him or her to this loan obligation in accordance with Ariz. Rev. Stat. § 25-214 or other applicable law. You further affirm that no provision of any marital property agreement or court decree adversely affects your interest in this loan obligation.

SPECIAL NOTICE FOR RESIDENTS OF GEORGIA: By signing as Cosigner, you waive any right to require the Lender to commence an action against the Student Borrower as provided in the Official Code of Georgia Annotated §10-7-24.

SPECIAL NOTICE FOR RESIDENTS OF NORTH CAROLINA: By signing as Cosigner, I waive any right I have to require the Lender to proceed in accordance with the provisions of North Carolina General Statutes § 26-7 through § 26-9 and acknowledge that the Lender may proceed against me without first proceeding against the Student Borrower or any collateral for the loan.

SEE THE FOLLOWING NOTICE FOR OBLIGORS COSIGNING IN CALIFORNIA

FOR OBLIGORS COSIGNING IN CALIFORNIA:

English:

NOTICE TO COSIGNER

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount. The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contract that makes you liable for the debt.

Spanish:

AVISO AL COFIRMANTE

Le han pedido ser garante de esta deuda. Piénselo bien antes de aceptar. Si el prestatario no paga la deuda, usted tendrá que hacerlo. Asegúrese de que va a poder pagar en caso de que tenga que hacerlo y de que quiere aceptar esta responsabilidad. Es posible que tenga que pagar el monto total de la deuda si el prestatario no paga. También es posible que tenga que pagar multas por atraso o gastos de cobranza, lo cual aumenta dicho monto. El acreedor puede cobrarle esta deuda a usted sin antes tratar de cobrársela al prestatario. El acreedor puede utilizar los mismos métodos de cobranza contra usted que aquellos que puede utilizar contra el prestatario, es decir que puede demandarlo, embargar sus ingresos, etc. Si alguna vez hay un incumplimiento en el pago de esta deuda, este hecho puede formar parte de su expediente de crédito. Este aviso no es el contrato que lo vuelve responsable de la deuda.

Chinese:

聯署人須知

您被要求為此筆債務提供擔保。擔保之前,請務必考慮清楚。倘若借款人不償還債務,則必須由您償還。請務必確保您有能力在必要時支付該筆費用,且您願意承擔該責任。若借款人不償還債務,您可能不得不償還全部債務。您還可能需要支付滯納金或催收費用,以致金額有所增加。債權人無需先行嘗試向借款人催收,即可向您催收此筆債務。債權人可向您行使適用於借款人的催收方法,例如起訴您、扣發您的工資等等。若此筆債務出現違約,該違約情況可能會記入您的信用記錄。本通知不構成您為債務承擔責任之合約

Tagalog:

PAUNAWA SA COSIGNER (KASAMANG LUMAGDA)

Hinihiling sa iyong garantiyahan ang utang na ito. Pag-isipang mabuti bago mo ito gawin. Kung hindi nagbayad ng utang ang humiram, kakailanganin mong bayaran ito. Siguraduhing kaya mong magbayad kung kailangan mong gawin nito, at na gusto mong akuin ang responsibilidad. Maaaring kailanganin mong bayaran ang hanggang sa buong halaga ng utang kung hindi nagbayad ang humiram. Maaaring kailanganin mo rin bayaran ang mga singil sa nahuling pagbabayad o ang mga gastos sa koleksyon, na magtataas sa halagang ito. Maaaring kolektahin ng creditor (nagpapautang) ang utang na ito mula sa iyo nang hindi muna sinusubukang mangolekta mula sa humiram. Maaaring gamitin ng creditor ang mga parehong paraan ng pagkolekta laban sa iyo na maaaring gamitin laban sa humiram, tulad ng pagsasampa ng kaso laban sa iyo, pagbawas mula sa mga suweldo mo, atbp. Kung sakaling hindi mabayaran ang utang na ito, ang bagay na iyon ay maaaring maging bahagi ng iyong rekord ng kredito. Hindi kontrata ang paunawang ito na magpapanagot sa iyo sa pagkakautang.

Vietnamese:

THÔNG BÁO CHO NGƯỜI ĐỒNG KÝ TÊN

Quý vị đang được yêu cầu bảo lãnh khoản nợ này. Hãy suy xét kỹ lưỡng trước khi thực hiện. Nếu bên vay không trả nợ, quý vị sẽ phải đứng ra trả nợ. Hãy đảm bảo quý vị có đủ khả năng thanh toán nếu phải trả nợ và quý vị muốn chấp nhận trách nhiệm này. Quý vị có thể phải trả tối đa toàn bộ số nợ nếu bên vay không trả. Quý vị cũng có thể phải trả phí trả chậm hoặc chi phí thu nợ, khiến cho số tiền phải trả sẽ tăng cao hơn. Chủ nợ có thể thu khoản nợ này từ quý vị mà trước hết không cần cố gắng thu từ bên vay. Chủ nợ có thể sử dụng các phương pháp thu nợ đối với quý vị tương tự như những phương pháp có thể được sử dụng đối với bên vay, chẳng hạn như kiện quý vị, sai áp lương của quý vị, v.v. Nếu khoản nợ này từng bị sai hẹn thanh toán, thì việc sai hẹn đó có thể được phản ánh vào hồ sơ tín dụng của quý vị. Thông báo này không phải là hợp đồng, không quy kết trách nhiệm của quý vị đối với khoản nợ.

Application Number: 212840

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연대보증인을 위한

고지문 귀하는 이 채무에 대한 보증을 요청받으셨습니다. 보증을 이행하기 전 신중히 고민해 보십시오. 대출인이 채무를 상환하지 않으면 귀하가 상환 의무를 지게 됩니다. 상환해야 할 경우 채무액을 납부할 경제적 여력이 있는지, 그러한 의무를 지는 데 동의하는지 명확히 생각해 보십시오. 대출인이 채무를 상환하지 않으면 귀하가 전액 상환 의무를 지게 됩니다. 또한 연체 수수료나 추심 비용을 납부해야 할 수 있으며, 그로 인해 채무액이 증가합니다. 채권자는 채무인에 대한 추심 절차를 먼저 거치지 않고 귀하에게 채무액을 징수할 수 있습니다. 채권자는 귀하를 상대로 소송을 제기하거나, 임금 압류 등 채무자를 상대로 사용 가능한 방식과 동일한 추심 방식을 귀하에게 사용할 수 있습니다. 채무액 불이행 시 해당 사실은 귀하의 신용 기록으로 남을 수 있습니다. 이 고지문은 귀하가 채무에 대한 책임을 지도록 하는 계약서가 아닙니다.

I have been given a copy of this notice and I understand that obligates me as a Cosigner on this debt.					
Cosigner 1 Signature	_ Date				
Cosigner 2 Signature					



Application Number: 212840

Loan Application and Credit Agreement Addendum (Addendum)

Section A: Cosigner Addendum Information

Do you plan to jointly cosign with another individual? $\hfill \square$ Yes $\hfill \boxtimes$ No

COSIGNER 1 INFORMATION			COSIGNER 2 INFORMATION				
Cosigner 1 Legal Name			Cosigner 2 Legal Name				
Cosigner Relationship to Borrower							
Cosigner	Permanent Resident		Cosigner U.S. Citizen Permanent Resident				
Permanent Home Mailing Address and	Permanent Home Telephone N	Vumber	Permanent Home Mailing Address and Permanent Home Telephone Number				
Address 1			Address 1				
Address 2							
City		-				Zip	
Home Phone	Cell Phone		Home Phone		Cell Phone		
you may call me, using an automatic message for any purpose related to the numbers, including cellular telephone and confirm that I have the authority to provide the consent. I also agree that y may. In addition, I understand and agree that y may. In addition, I understand and agree that y may. In addition, I understand and agree that y may. In addition, I understand and agree that y may.	numbers, or e-mail addresses l provide the consent because I ou may include my personal in ee that you may always comm	I provided to you in coma am either the subscriber of formation in a Commun	nection with the origonal of the telephone numication. I agree that	gination of this Agreeme nber(s) or I am the non-s you will not charge me t	ent or at any time in the fubscriber customary use for a Communication, but	future. I acknowledge r who has authority to	
I, the undersigned, agree to be jointl and Credit Agreement (Agreement) e An exact, uncompleted and unsigned	executed by the borrower ident	tified in the Notice to Co	signer (below) in t	he amount of \$ 2500		nt.	
I certify under penalty of law that all information provided herein is true and correct. I acknowledge and understand that you may refer any application containing false or forged information to an appropriate law enforcement agency and that you may file criminal charges in connection with such false or forged information.							
CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT	NOTICE TO CUSTOMER ADVISED. (b) DO NOT S OF ANY AGREEMENT Y UNDER THIS AGREEME	IGN THIS IF IT CONT OU SIGN. (d) YOU H	TAINS ANY BLA AVE THE RIGHT	NK SPACES. (c) YOU AT ANY TIME TO PA	I ARE ENTITLED TO AY IN ADVANCE THE	AN EXACT COPY E UNPAID BALANCE	
Cosigner 2							
	signer 1 name in Section A)	Date		are (must match cosigner 2		Date	
THIS IS A CONSUMER CREDI' paper. 3. You may prepay the unp							



NOT FOR COMPLETION: Cosigner retain this copy for your records.

Lender: Iowa Student Loan Liquidity Corporation

Loan Application and Credit Agreement: Partnership Advance Education Loan

In this agreement the words *I, me and my* refer to the individual(s) who signs this Loan Application and Credit Agreement (also referred to as "Agreement"). The words *you, your and Lender* refer to the lender referenced above, its successors and assigns, and any subsequent holder of the Agreement. This is a legal document. **Please note that all correspondence relating to this Agreement will be sent to the address in Section A.**

SECTION A - Applicant Information							
Legal Name Last Name		First			MI		
Other names under which I've had credit: Yes No If yes, please list other name(s):							
Social Security Number	Date of Birth		Citizenship	U.S. Citizen	Permanent Resident		
Permanent Home Mailing Address and Permanent Telephone Number (Enter permanen	nt home street address. Post Office Box	without street add	dress is not accepta	able.)			
Address 1Addr	ress 2						
City			Sta	teZip_			
Primary Phone Secondary Phone	E-mai <u>l</u>						
COMMUNICATION CONSENT: I agree that you may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I agree that you may call me, using an automatic telephone dialing system or otherwise, leave me a voice, prerecorded, or artificial voice message, or send me a text, e-mail, or other electronic message for any purpose related to the servicing and collection of my account with you (each a "Communication"). I agree that you may send a Communication to any telephone numbers, including cellular telephone numbers, or e-mail addresses I provided to you in connection with the origination of this after the authority to provide the consent because I am either the subscriber of the telephone number(s) or I am the non-subscriber customary user who has authority to provide the consent. I also agree that you may include my personal information in a Communication. I agree that you will not charge me for a Communication, but my service provider may. In addition, I understand and agree that you may always communicate with me in any manner permissible by law that does not require my prior consent.							
College/University (College/University Name, City and State)		Grade Level	(Code in Instruction	ons):			
Academic Loan Period							
CECCTION D. Co. 14 A							
SECTION B – Credit Agreement For value received, I promise to pay to the order of the Lender the Principal Amount shown on my Final Disclosure Statement or any smaller amount advanced by you pursuant to the terms of this Agreement, other fees and charges and interest thereon at the rate set forth in this Agreement.							
I acknowledge and understand that you may refer any Agreement containing facharges in connection with such false or forged information.	alse or forged information to a	an appropriat	e law enforcei	ment agency and t	hat you may file criminal		
CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT	NOTICE TO CUSTOMER (a) DO NOT SIGN THIS BEFORE YOU READ TO CREDIT AGREEMENT EVEN IF OTHERWISE ADVISED. (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (c) YOU ARE ENTITLED TO EXACT COPY OF ANY AGREEMENT YOU SIGN. (d) YOU HAVE THE REAT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE UNDER TO AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.			. (b) DO NOT SIGN RE ENTITLED TO AN U HAVE THE RIGHT ANCE UNDER THIS			
Applicant Signature							
Signature (must match name in Section A)				Date	;		
Application Number: 212840							

This Agreement is subject to the terms continued in Section B on the subsequent pages.

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 law.

Section B: CREDIT AGREEMENT

THIS IS A CONSUMER CREDIT TRANSACTION. NON-NEGOTIABLE CONSUMER NOTE THIS IS A LOAN FOR STUDY

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

- 1. LOAN AMOUNT: The maximum amount of the Loan may not exceed the lesser of (a) the amount I requested or (b) the amount certified by the school electronically or through other verifiable means. I understand that my school must certify my eligible loan amount before you can approve my application. My school's certification will determine whether I am eligible for a loan and, if so, the amount that I may borrow. I understand that my signature does not constitute your approval of the loan and that you or your agent will notify me of your approval or rejection of this Agreement. I understand that you may not approve this Agreement. I also understand that you may approve this Agreement for an amount less than I requested and that you may disburse a lesser amount than that which I originally agreed to accept if my financial need later declines due to information that you receive from my school or otherwise. If I desire an advance in excess over the amount I originally requested or the amount originally certified by my school I must submit a new Agreement. I understand that the terms of the loan are dependent upon me or my proposed Cosigner meeting certain credit, enrollment, employment and documentation criteria. I agree to accept an amount less than the amount indicated in the application and to repay the loan amount that you actually lend to me, plus interest on such principal sums, interest on any capitalized interest, and other charges and fees that may become due as provided in this Agreement.
- 2. LOAN PROVISIONS: (a) I hereby acknowledge that I have read this Agreement in its entirety, understand it and agree to be bound by its terms. My obligations include the obligations to: (i) pay the principal and interest due under this Agreement in the amounts and at the times specified herein; (ii) give notice of my address and name changes, and; (iii) comply with the terms set forth in the Agreement. If my signature is electronic, I agree to conduct business in connection with this Agreement with you electronically, including signing this Agreement electronically. I understand that by signing electronically, I am indicating my intent to be bound to the terms and conditions of this Agreement and will be bound to the same extent as if I had signed the Agreement on paper with an ink **signature.** I certify that the loan proceeds are solely to pay for qualified higher education expenses. I certify under penalty of law that all information provided herein and on the Addendum (if an Addendum is required) is true and correct. (b) I understand and agree that if the information in my Final Disclosure conflicts with the information in this Agreement, the information in my Final Disclosure shall apply and govern this Agreement with respect to items required to be disclosed under federal law.
- 3. AUTHORIZATIONS: In connection with this Loan or any subsequent Loan I may obtain from you, I authorize you or your agents to investigate my credit history, employment and income and to obtain information from my school regarding verification of my identity, my attendance, financial aid or academic status. I authorize you to obtain a credit report on me from consumer reporting agencies in considering this application, and for the purpose of a new extension of credit, or the review, update or collection of my account. I authorize you and any eligible school I attend to share information about me and my loan, including payment history, social security number and account numbers, with each other. In the event that a member of my immediate family (parents, spouse, children and siblings) or my guardian should contact you on my behalf for purposes of making payment arrangements, providing address, telephone or other such changes, I authorize you to share information about my Loan, including payment history, unless I submit written directions otherwise by writing to you at the address

indicated on the Agreement or at a new address that you may otherwise provide me. For the purposes of learning my current address and telephone number, I authorize you to release information and make inquiries to the references I have listed on my application. I may also designate an individual to have the legal authority to act on my behalf with respect to this private education loan in the event of my death by sending an email to: loancounseling@studentloan.org. I authorize you to contact my designated individual in the event of my death. If after disbursement of this Loan, the school determines that I was awarded more financial aid than I qualified for, I authorize the school to return a part or all of the proceeds of this Loan to you to reduce the over award amount. If I request (i) I will be informed whether or not credit reports were obtained, and (ii) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports.

- **4. <u>DEFINITIONS:</u>** (a) "Approval Disclosure Statement" means the closed-end consumer credit disclosure statement as required by the federal Truth-in-Lending Act that is provided to the Borrower at the time that the Loan is approved.
- (b) "Authorized Period of Deferment" means any amount of time, which I have requested, and you, at your sole discretion, have granted, during which I will not have to make Monthly Payments.
- (c) "Borrower" means the person who signs the Application and Credit Agreement as borrower.
- (d) "Disbursement Date" means the date or dates on which you lend money to me in consideration for my Agreement and will be the date or dates of my electronic funds transfer or loan check.
- (e) "Final Disclosure Statement" means the closed-end consumer credit disclosure statement as required by the federal Truth-in-Lending Act that is provided to me after the Borrower has accepted the Loan offer. (f) "Interim Period" means the period beginning on the initial Disbursement Date and ending on the date that is six (6) months after graduation or cessation of enrollment on at least a half-time basis at an eligible school, up to a maximum of eighty-four (84) months. Unless I request otherwise, you will automatically place my Loan in Interim Period status, if I qualify. The Interim Period is considered an Authorized Period of Deferment and will be subtracted from the eighty-four (84) month aggregate total.
- (g) "Loan" means all principal sums disbursed to me pursuant to my Agreement, and all amounts added to the principal balance and all interest and other amounts due as provided in this Agreement.
- (h) "Repayment Period" means the period beginning on the day after the Interim Period ends and continuing for no longer than one hundred eighty (180) months. The Repayment Period will not be extended by any Authorized Period of Deferment administered after the completion of the Interim Period. An Authorized Period of Deferment will cause my payments to increase for the remainder of the Repayment Period.
- **5. DISBURSEMENT:** (a) If you agree to make a Loan to me, you will send the Borrower an Approval Disclosure Statement that will provide the total amount of my Loan, my initial interest rate and the amount of my origination fee, if any, and the date by which the Borrower must accept the Loan offer that you have made. If the Borrower decides to accept the Loan that you offered, the Borrower must give you notice of their acceptance as described in the Approval Disclosure Statement. After the Borrower has accepted the Loan, you will send me a Final Disclosure Statement. In addition to other information, the Final Disclosure Statement will tell me my Loan amount (unless that amount is later reduced because my financial need has declined) and

how to cancel my Loan. If I exercise my right to cancel my Loan as described in the Final Disclosure Statement, you will not disburse any Loan proceeds and you will cancel my Loan. If I am the Cosigner, I will not be able to cancel the loan. The Final Disclosure Statement is incorporated herein by reference.

(b) I authorize you, at your sole discretion, to transfer my Loan proceeds directly to my school who may transfer them directly to my student account at the school. I understand that you may, at your sole discretion, cancel any disbursement or a portion thereof at any time for any of the following reasons: (i) a request for cancellation or reduction from the school; (ii) a discovery by you of any derogatory credit information about me; (iii) a discovery by you of any false or misleading information that I or my Eligible Student may have provided to you; (iv) any bankruptcy proceedings is begun by or against you or you assign any of your assets for the benefit of other creditors, (v) a material adverse change in my financial circumstances that would create an enhanced risk of default, (vi) any action by me that would breach any provision of this Agreement; or (vii) if my Eligible Student's financial need later declines due to information that you receive from the school or otherwise. Neither I, nor any Cosigner will receive any proceeds of this Loan.

6. INTEREST RATE: This Loan has a fixed Interest Rate. The Interest Rate will be identified on my Final Disclosure Statement. Interest will begin to accrue as of the First Disbursement Date on the principal amount of this Loan outstanding from time to time. Interest will be calculated on a daily simple interest basis, using the outstanding principal balance each day of the term of my Loan. The daily interest rate will be equal to the annual Interest Rate in effect on that day, divided by the actual number of days in the then-current calendar year.

7. RESERVED

8. RESERVED

- **9. REPAYMENT:** I must repay the Loan in full no later than one hundred eighty (180) months following the first day of the Repayment Period. If canceled disbursements result in a loan balance of \$1,000 or less, the Repayment Period will be 37 months.
- **10.** <u>CAPITALIZATION OF INTEREST:</u> Unpaid accrued interest will be capitalized (added to the principal balance of my Loan) at the end of any Authorized Period of Deferment and after the Interim Period.
- 11. **<u>DEFERMENT</u>**: Certain circumstances may allow me to defer payment. Deferment is at your sole discretion. During my Interim Period, you will automatically place this loan in Deferment while I am an Eligible Student, subject to verification of my enrollment by the school or its authorized agent. If I have stopped being an Eligible Student, but subsequently become an Eligible Student again, you may automatically grant to me an Authorized Period of Deferment, subject to verification of my eligibility for a Deferment by the school or its authorized agent. I understand my school may not automatically provide enrollment verification to you. If I believe I should be placed in Deferment and I have not received confirmation from you of Deferment, I must provide you enrollment verification. I understand that it is my responsibility to monitor the status of my Loan. You are not required to revise any negative credit reporting that is due to my failure to provide you the enrollment verification. I may cancel any Authorized Period of Deferment at any time by providing notification to you. During Authorized Periods of Deferment interest will continue to accrue on my Loan, even though I will not have to make any Monthly Payment. The aggregate Authorized Periods of Deferment for my Loan may not exceed eightyfour (84) months.
- **12. MONTHLY PAYMENT:** I will make Monthly Payments on my Loan beginning immediately after the end of the Interim Period. My Monthly Payments will equal the amount necessary to amortize my Loan over the remaining months of the Repayment Period. I agree

that you may recalculate my Monthly Payment at the conclusion of any Authorized Period of Deferment to equal the amount necessary to amortize my Loan over the remaining months of the Repayment Period. The exact amount of my Monthly Payments will be shown on my Final Disclosure Statement, as updated by the Repayment Summary Letter, or on any payment coupon or billing statement that you may send me. Monthly Payments will be due on the same day of the month, every month, as shown on my Final Disclosure Statement or on any subsequent updated Repayment Summary Letter that you may send me. A failure to receive a billing statement does not excuse me of my responsibility to make regularly scheduled payments. I agree to send my Monthly Payments to Aspire Servicing Center at the address you provide me, or at a new address that you may otherwise provide me. I may choose a repayment option other than a fixed Monthly Payment. To exercise my right to convert to another repayment option, I will contact you at the address or phone number provided on the Agreement or at a new address that you may otherwise provide me. I further agree that, if because of my payment history, the amount of my actual final Monthly Payment will be at least three times the amount of my currently scheduled final Monthly Payment, you may recalculate my Monthly Payment to equal the amount that will amortize my Loan over the remaining term of the Repayment Period.

- **13. LOAN ELIGIBILITY:** To be eligible for this Loan, the Borrower must be an Eligible Student. "Eligible Student" means a student who is (a) attending an eligible school; (b) enrolled on at least a half-time basis, as half-time is defined by the school, and; (c) enrolled or accepted for enrollment in a program that results in a degree or certificate.
- **14. PREPAYMENT:** I may prepay all or part of my Loan at any time without penalty. Because of the way interest is calculated, I will not receive any interest refund or rebate if I prepay in full. Any partial prepayment that I make will be applied as described in Section 15, Application of Payments below, and I will make all the remaining payments due under my Loan by their scheduled due dates, unless I instruct you to apply my partial prepayment otherwise.
- 15. APPLICATION OF PAYMENTS: All payments and prepayments will be applied first to applicable fees, charges, and costs; then to outstanding accrued interest; and the remainder to principal, as permitted by applicable law. If I request, you will apply a partial prepayment to my Loan to result in a "paid ahead status" on my Loan. "Paid Ahead Status" means that the prepayment amount may reduce the amount of future payment(s) due and my billing statement may show I owe a partial payment or no payment. Interest continues to accrue while paid ahead even if no Monthly Payment is due. To elect to have my Loan(s) removed from "paid ahead status", and receive a monthly statement in the amount of the Monthly Payment every month, I must contact you by writing or calling your office at the address or telephone number provided to me on any payment coupon or billing statement you may send me. I may change this status at any time; however, I may only be able to change it for future payments if changing the status would not result in a delinquency on my Loan.
- **16. FINAL PAYMENT:** The amount of my Final Payment may be different from my regular Monthly Payments. Payments made early or late will affect the amount of the Final Payment.
- 17. **DEFAULT:** If the Lender for this Loan is the Bank of Lake Mills, or if I live in Wisconsin, to the extent permitted by applicable law, I will be in default if I (a) permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or I fail to pay the first payment or the last payment within 40 days of its scheduled due date or deferred due date or if I (b) fail to observe any other provision of this Agreement, the breach of which materially impairs my ability to pay the amounts due under this Agreement. If the Lender for this

Loan is Iowa Student Loan Liquidity Corporation or if I live in Iowa, I will be in default if I (a) fail to make a payment within ten (10) days of the time required in this Agreement; and/or (b) fail to observe any other covenant of the transaction, breach of which materially impairs my prospect to pay amounts due under the transaction. If my permanent residence is in Nebraska, Idaho, Kansas or South Carolina, I will be in default if I fail to make a payment when due or if the prospect of my payment or performance is significantly or materially impaired. If my permanent residence is in West Virginia, I will be in default if I fail to make a payment within 5 days of its scheduled due date or if I otherwise fail perform under this Agreement.

18. **REMEDIES:** If a default occurs, then after any applicable notice and right to cure default that is required by applicable law, Lender may declare the entire balance of principal, interest and other charges owed under this Loan immediately due and payable, in full, without further notice to me, but no sooner than ten (10) days after the payment due date if my permanent residence is in Virginia or thirty (30) days after the payment due date if my permanent address is in the District of Columbia. Lender may then take action to collect the entire Loan balance, including (without limitation): (a) bringing a lawsuit against me and obtaining a judgment against me and/or (b) referring my Loan to a third party (such as a collection agency) for further collection efforts. If I default, then after any applicable waiting periods or notices required by applicable law, and as permitted by applicable law, Lender may also disclose information about my default to one or more national consumer credit reporting agencies, which may adversely affect my ability to obtain other credit. I hereby waive presentment, demand, protest, and notices of dishonor and protest with regard to the obligation evidenced by this Agreement.

19. **COSIGNER LIABILITY:** If this Agreement has a Cosigner(s), the Cosigner(s) is jointly and severally liable for all the obligations owed to you under this Agreement. Obligations of the Cosigner(s) include the obligation to pay the principal and interest on this Loan in the amounts and at the times specified herein, give notice of Cosigner(s) phone, address and name changes, and pay collection costs to the extent permissible under the law. You are not required to send the Cosigner(s) copies of any billing statements you send me. Each Borrower and Cosigner(s) agree that any communication from you will be binding on the borrower and Cosigner(s), and that all of the provisions of this Agreement will apply to the Borrower and Cosigner(s) individually and collectively. Any provision of this Agreement may be modified, extended or renewed, and any party to this Agreement may be released or substituted, if jointly agreed upon in writing by you and either the Borrower or the Cosigner. Any such modification, extension, renewal, or release or substitution of a party to this Agreement by either the Borrower or Cosigner will be effective without the consent of the other borrower or cosigner and will not affect the validity or enforceability of the remainder of this Agreement. NOTE: Notwithstanding the other provisions of this paragraph or any other provision of this Agreement, the Cosigner(s) will be released from all liability under this Agreement by federal law in the event of the Borrower's death.

20. LATE CHARGES: No late charges will be assessed.

21. DEATH AND DISABILITY WAIVER:

A. In event of death. I understand that in the event of my death prior to the payoff of my Loan, any remaining balance of my Loan, including any fees or interest, will be forgiven upon your receipt of acceptable proof of my death, and that any Cosigners on my Loan will be released from their obligations as a Cosigner. I also understand that a notification will be provided to the Cosigner within a reasonable timeframe if this provision of the Agreement applies. I acknowledge that in the event of the death of any Cosigner on my Loan prior to the payoff of my Loan, that upon providing you with acceptable proof of the Cosigner's death, that the Cosigner will be removed from my Loan, no new Cosigner will

be required, and I will remain responsible for the repayment of my Loan. **B.** In event of total and permanent disability. I understand that in the event of my total and permanent disability due to either a physical or a mental condition, that I may apply for discharge of my Loan pursuant to policies and procedures adopted by you from time to time. You will have the final discretion to determine whether I qualify for discharge of my Loan upon submission of the required application form that you will make available. The determination and verification of my total and permanent disability will be based upon, among other things, information provided by (a) the U.S. Department of Veteran Affairs, or (b) the Social Security Administration, or (c) a state-licensed physician who is a doctor of medicine or osteopathy. If my Loan discharge application is granted as a result of my total and permanent disability, any Cosigner on my Loan will be released from their responsibilities as a Cosigner. I acknowledge that in the event of the total and permanent disability of any Cosigner prior to the payoff of my Loan, that upon providing you with acceptable proof of the Cosigner's total and permanent disability, that the Cosigner will be released from their obligations as a Cosigner of my Loan, no new Cosigner will be required, and I will remain responsible for the repayment of my Loan.

- 22. REPORTING OF INACCURATE INFORMATION: If I believe that you have information about me that is inaccurate or that you have reported or may report to a credit reporting agency information about me that is inaccurate, I will notify you of the specific information that I believe is inaccurate by writing to you at the address indicated on the Agreement, or at a new address that you may otherwise provide me.
- 23. <u>CONSUMER REPORTING AGENCY NOTIFICATION</u>: You may report information about my account to consumer reporting agencies. Late payments, missed payments or other defaults on my account may be reflected in my credit report.
- **24. NOTICE OF CHANGES:** I will notify you immediately of any change in my name, address and/or telephone number. I will also immediately notify you when I am no longer enrolled at least half time in an eligible school.
- 25. CERTIFICATION OF BORROWER: I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that the information contained in the Application and Agreement is true, complete and correct to the best of my knowledge and belief and is made in good faith. I certify that the proceeds of this Loan will be used for educational expenses as stated in the Application at the School named in the Application. I understand that I am responsible for repaying immediately any funds that I receive which were not to be used or which are not used for educational purposes for the academic period. I represent and acknowledge that I have career goals that would be difficult or impossible to attain without post-secondary education and, therefore, I agree that the provision of an educational loan to me by the Lender is a necessary contract.
- **26. GOVERNING LAW:** If the Lender, identified above, for this Loan is the Bank of Lake Mills, I understand and agree that Lender is an FDIC-insured institution located in Wisconsin, that the Loan is subject to acceptance by Lender at its home office in Wisconsin and that the Loan will be disbursed by Lender from Wisconsin through a third-party agent. Consequently, the provisions of this Agreement will be governed by federal law and (to the extent not preempted by federal law) the laws of the State of Wisconsin, without regard to conflict of law rules. If the Lender, identified above, for this Loan is Iowa Student Loan Liquidity Corporation, I understand and agree that this Agreement will be governed by the laws of the United States and the State of Iowa (to the extent that such laws are applicable and not preempted), without regard to conflict of law rules.

- **27. ASSIGNMENT AND ISSUANCE OF LOAN:** I may not transfer or assign my rights or responsibilities under this Agreement to anyone else. You may transfer or assign your rights and responsibilities under this Agreement to someone else. After I have been notified of the assignment, I will be required to make payments on this Loan to that person or entity.
- **28. IDENTIFICATION OF CONTROLLER:** If I have signed this Agreement electronically, the Lender (and its successors and assigns, and any subsequent holder of the Agreement) shall be deemed the 'Controller," and the identity of the Controller and any person to whom this Agreement is later transferred or assigned shall be recorded in a registry maintained by DocuSign Inc., 221 Main St., Suite 1550, San Francisco, CA 94105, or in another registry to which the records are later transferred (the "Loan Registry"). If this Agreement has been registered in the Loan Registry, then the authoritative copy will be the copy identified by the Controller of record in the Loan Registry as the authoritative copy. The only copy of the Agreement that is the authoritative copy is the copy that is within the control of the person identified as the Controller in the Loan Registry (or that person's designee). No other copy of this Agreement may be the authoritative copy.
- **29. CONVERSION FROM ELECTRONIC AGREEMENT TO PA- PER AGREEMENT:** I agree that any printout of Lender's Electronic Record of this Agreement and related notices ("Paper Agreement") shall be an original document for all legal purposes and that such Paper Agreement shall be an effective, enforceable and valid agreement. I intend that the printed representation of my Electronic Signature shall serve as my original signature and indicates my present intention to authenticate the Paper Agreement. If you convert this Agreement from an Electronic Record to a Paper Agreement, my obligations in the Agreement shall transfer to the Paper Agreement, and I intend to be bound by such obligations.
- **30. REPORTS AND NOTICES:** I understand that you may contract with a third party for servicing support. I may, therefore, receive information, reports and notices in the name of a servicer acting on your behalf.

31. ADDITIONAL AGREEMENTS:

- (a) I cannot modify or waive any provisions without your written approval.
- (b) I will answer promptly and truthfully all communications forwarded to me by you or your agents.
- (c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.
- (d) Neither you nor your agents warrant or vouch for the quality or suitability of the educational programs offered by eligible schools. Loan repayment is my legal obligation and is not conditioned upon the quality or suitability of the educational programs offered by eligible schools, the completion of my education, or obtaining employment in my field of study.
- (e) I agree not to send any post-dated checks to you in payment for my Loan. I agree not to send payments to you marked "Paid in Full" or with other such restrictions or endorsements unless they are sent and marked for "Special Handling" to Aspire Servicing Center, Attn: Payment Processing Supervisor, to the address indicated on the billing statements that you will send me. You may accept late or partial payment at any time without losing any of your rights. If I do not send correspondence to the correct address, I will lose rights under the law.
- (f) If I do send a post-dated check contrary to this provision, and you cash it prior to the date on the check, I agree that you are not responsible for any fees, fines or any other charges incurred by me as a result of your having cashed the check.
- (g) I understand and consent to your sharing of my Loan information with the National Student Clearinghouse.

- (h) The principal purposes for collecting the information on this form, including my Social Security Number (SSN), are to verify my identity, to determine my eligibility to receive a Loan, to permit the servicing of my Loan(s), and, if it becomes necessary to locate me and to collect on my Loan(s) if my Loan(s) become delinquent or in default. You may also use my SSN as an identifier and to permit me to access my account information electronically.
- (i) Except for the Approval Disclosure Statement and Final Disclosure Statement, any notice you send will be considered effective when it is deposited in the U.S. mail or sent via electronic mail to the address on record, unless otherwise required by applicable law.
- (j) A Cosigner(s) is required unless I meet both the underwriting and credit criteria. The Lender agrees to release the Cosigner(s) if all of the following occur (a) I make the first 24 consecutive months of payments during the Principal and Interest Repayment Period by their due date and my Loan is otherwise in good standing; (b) I meet the underwriting and credit criteria at the time the Cosigner release is requested; and (c) I submit a written request for the Cosigner release. I understand that I can find additional information about releasing my Cosigner(s) and the process that I must follow in order to apply to release my Cosigner(s) from this Loan at www.AspireServicingCenter.com/release (or any generally recognized successor method or means of publication).
- (k) A 0.25% Interest Rate Reduction will apply to my Loan if I elect to have my Monthly Payment automatically deducted from a bank account during the Principal and Interest Repayment Period. This Interest Rate Reduction will begin after I enroll and you begin automatically deducting payments and will remain in effect as long as automatic payments continue without interruption. I agree that you will cancel my Interest Rate Reduction if I discontinue the automatic payments. I also agree that you will suspend the Interest Rate Reduction during any deferment or forbearance period. If my automatic payments are rejected or returned more than three times in any two-year period, I agree that you may cancel the Interest Rate Reduction and that I will not be eligible for auto-debit and the Interest Rate Reduction again for a period of one year after the last return or rejection. The 0.25% Interest Rate Reduction will not lower the monthly payment amount but will instead reduce the interest amount that accrues. I understand and agree that this rate reduction will apply only to payments that I make during the Principal and Interest Repayment Period.
- (l) Entire Agreement. The terms and conditions set forth in this Agreement (including the Final Disclosure, which has been incorporated by reference herein) constitute the entire agreement between Lender and me.
- (m) Severability. If any provision of this Agreement is held invalid or unenforceable, that provision shall be considered omitted from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.
- (n) Modification. A provision of this Agreement may only be modified if jointly agreed upon in writing by Lender and Borrower or Cosigner. No modification shall change or alter the validity or enforceability of this Agreement.
- (o) Not a Negotiable Instrument. The Lender and I agree that this Agreement shall be deemed a credit agreement and is not a promissory note as defined in Article 3 of the Uniform Commercial Code as enacted in Wisconsin or any other state and the that transfer of this Agreement shall be governed by Article 9 of the Uniform Commercial Code as enacted in Wisconsin or any other state.
- (p) Currency. All dollar amounts stated in this Agreement are in United States Dollars. All payments must be made in United States Dollars with no deduction for currency exchange.

- (q) School's Release of Information. I authorize any school that I may attend to release to Lender, and any other persons designated by Lender, any requested information pertinent to this Loan (e.g., enrollment status, prior loan history, and current address).
- (r) Holder's Release of Information. I authorize Lender, any subsequent holder of this Agreement, and their agents to: (1) advise the School of the status of my application and the Loan and payment history of my Loan, (2) respond to inquiries from prior or subsequent lenders or holders with respect to my Agreement and related documents, (3) release information and make inquiries to the persons I have given Lender as references, for the purposes of learning my current address and telephone number, and (4) check my credit and employment history, including but not limited to rechecking my credit if my application remains open over 90 days after I first submit it to Lender, and to answer questions about Lender's credit experience with me.
- (s) Failure to Complete Education Program. Except as otherwise provided in this Agreement, my failure to complete the education program paid for with this Loan will not relieve me of any of my obligations under this Agreement.
- (t) I agree I am not a resident of Maine.
- **32. BANKRUPTCY**: I understand and agree that this Loan is an education loan and certify that it will be used only for costs of attendance at the School. I acknowledge that the requested Loan is subject to the limitations on dischargeability in bankruptcy contained in Section 523(a) (8) of the United States Bankruptcy Code because this is a "qualified education loan" as defined in the Internal Revenue Code. This means that even if, in the event of bankruptcy that I may file or have filed against me, my other debts are discharged, I still have to pay this Loan in full unless bankruptcy laws permit a discharge because of an undue hardship upon me and my dependents, if any.

33. STATE DISCLOSURES:

CALIFORNIA RESIDENTS: A married applicant may apply for a separate account.

OHIO RESIDENTS: The 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.

IOWA KANSAS AND NEBRASKA RESIDENTS ONLY: (For purposes of the following notice, the word "you" refers to the Borrower, not the Lender): NOTICE TO CONSUMER. 1. DO NOT SIGN THIS CREDIT AGREEMENT BEFORE YOU READ THIS CREDIT AGREEMENT. 2. YOU ARE ENTITLED TO A COPY OF THIS CREDIT AGREEMENT. 3. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IN ACCORDANCE WITH LAW.

MISSOURI RESIDENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect me (borrower(s)) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NEW JERSEY RESIDENTS ONLY: The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits

or requires. In this Agreement, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law. Any waiver of a right established by the New Jersey Consumer Contracts law does not apply to this Loan Agreement.

WISCONSIN RESIDENTS: If I am a married Wisconsin resident: (1) My signature confirms that this loan obligation is being incurred in the interest of my marriage or family. (2) No provision of any marital property agreement, unilateral statement under §766.59 of the Wisconsin Statutes or court decree under §766.70 adversely affects your interest unless, prior to the time that the loan is approved, you are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. (3) If the Loan for which I am applying for is granted, my signature confirms that my spouse has either received notification that credit has been extended to me, has actual knowledge that this credit is being extended to me or has waived the requirements of Wisconsin Statute §766.56(3)(b) in writing.

TEXAS RESIDENTS: I give up (waive) my common law rights to receive notice of intent to accelerate and notice of acceleration. This means that I give up the right to receive notice that you intend to demand that I pay all that I owe on this contract at once (accelerate) and notice that you have accelerated. This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

UTAH RESIDENTS: This note is the final expression of the agreement between me and you and it may not be contradicted by evidence of an alleged oral agreement.

NEBRASKA RESIDENTS: A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant or extension of credit, must be in writing to be effective.

MARYLAND RESIDENTS: Lender and I have agreed that this Note is governed by federal law and the state law as outlined in section 26 of this agreement without regard to conflicts of law principles; if any court nonetheless determines that this Note is subject to Maryland law, then only to the extent that Maryland law applies, lender and I agree and elect that this Note is made under and governed by Subtitle 10, "Credit Grantor Closed End Credit Provisions" of Title 12 of the Maryland Commercial Law Article except as preempted by federal law.