
Promissory Note

As used in this Promissory Note (the "Note"), the words "Borrower," "you" and "your" refer to the person or persons who sign below, and the words "Lender," "we," "our" and "us" refer to ABC LendCo and its registered assigns and transferees.

1. Promise to Pay. For value received, you promise to pay to Lender the principal amount of _____ (the "Loan Amount") and all Fees (as defined below), together with all interest on the foregoing amounts, at the interest rate and at the times and in the amounts stated below.
2. Payments. This Note is payable in _____ monthly installments of _____ each. Payments will begin one month after the date of funding of your loan and will continue on the same day on each following month until thirty six months after the date of funding of your loan on which date the final payment and any other amounts then outstanding under your Note including any principal, interest and Fees are due and payable in full. Each monthly payment will be applied first to Fees, then to interest and then to the outstanding principal balance of the Note.
3. Interest Rate. Interest will be charged on unpaid principal from the date of funding of your loan at a fixed annual rate of _____. Because interest will be calculated on a simple interest basis, your final payment may be more or less than the amount stated above, depending upon the dates on which you make your monthly payments. Interest will continue to accrue after any default.
4. Prepayment. Your loan may be prepaid in full or in part at any time without penalty. You understand that a partial prepayment will not change the amounts or due dates of your monthly payments unless we otherwise agree in writing. You therefore agree that after any partial prepayment you will continue to make monthly payments in the amounts and at the times set forth in this Note until your loan is paid in full.
5. Method of Payment. You may make your payments by either authorizing us to make automatic deductions from your bank account or by paper check. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check

transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

6. Fees. The following fees and charges (collectively "Fees") may be applied to your loan:
- a. Origination Fee. A non-refundable origination fee equal to _____ of the Loan Amount will be charged on your loan. The origination fee will be deducted from the proceeds of your loan and will be treated as part of the loan principal.
 - b. Late Payment Charge. A charge equal to the greater of \$15.00 or 5% of the unpaid amount of principal and interest will be assessed on all payments that are received more than fifteen (15) days after the due date. Any payment received after 5:00 p.m. pacific time on a business day is deemed received on the next business day.
 - c. Returned Payment Fee. A charge of \$15.00 will be assessed on all payments (whether made by electronic fund transfer or paper check) that are returned for insufficient funds, closed account or any other reason other than due to the fault of the Lender. Your bank may also impose a fee for returned payments. You therefore should make sure that you have sufficient funds in your account for each payment. We may resubmit returned payments up to the number of times permitted by applicable law and payment system rules.

Fees other than the origination fee are due immediately. You authorize us to make a one-time electronic fund transfer from your bank account to collect any Fee.

7. Default; Acceleration; Collection Costs. You will be in default if (a) you fail to pay timely any monthly, final or other payment under your loan in full, (b) you become bankrupt or insolvent, (c) any statement or representation that you made in the application or this Note proves to have been false when made, (d) you die or (e) you break any of the other promises in this Note. If you are in default, the Lender may at its sole option declare the entire unpaid principal amount of this Note, together with any accrued interest and Fees and all other sums due under the Note, immediately due and payable. Unless you are a "Covered Borrower," as that term is defined by Federal law, you waive notice of default, presentment or demand for payment, protest or notice of protest, notice of non-payment or dishonor, or other notices of any kind or character. You agree to pay all of Lender's collection costs and expenses, including court costs and in-house and outside attorneys' fees and expenses, whether or not a lawsuit is filed. This Note is unsecured.

8. Consumer Reports and Information. You authorize us to disclose information about your loan to others from time to time. You also authorize us from time to time to obtain credit reports, scores and other consumer reports (collectively, "consumer reports") regarding you and to share such consumer reports or information contained therein with any others that are jointly involved in decisions relating to your loan for which there are permissible purposes under the federal Fair Credit Reporting Act, including decisions regarding whether we will make the loan to you. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.
9. Communications.
 - a. Electronic Communications; Notices; Contacting Us. When you applied for a loan from Lender, you expressly agreed to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that we provide in connection with this Note and Lender's servicing of your payment obligations under this Note. All Communications given to you by email to your registered email address are deemed to have been duly given and effective upon transmission or when they were posted. You acknowledge that Communications from us may contain sensitive, confidential, and collections-related communications. If your information changes, such as your email address, your mailing address or your telephone number, you agree to notify us promptly of the change.
 - b. TCPA Consent. You consent to us (and any person or entity acting on our behalf) communicating with you, in connection with your application or loan, using any telephone number, email address, or other contact information for you (or any persons listed on your application as a reference) that you have provided or will provide in the future to us. We may communicate with you using any current or future means of communication, including but not limited to: automated telephone dialing equipment, as defined by law, the FTC, or the FCC; artificial or pre-recorded voice messages; telephone or other electronic facsimile machine; SMS or text messages; and email directed to you at a mobile telephone service, or email otherwise directed to you. You acknowledge that such communications are informational communications and are not made for the purpose of telemarketing. We may use such means of communication even if you will incur costs to receive such telephone messages, telephone calls, SMS or text messages, emails, or other means.

10. NO WARRANTIES; LIMITATION ON LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT WE HAVE MADE NO REPRESENTATIONS OR WARRANTIES TO YOU, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNLESS YOU ARE A "COVERED BORROWER" AS THAT TERM IS DEFINED BY FEDERAL LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY LOST PROFITS OR SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF YOU INFORM US OF THE POSSIBILITY OF SUCH DAMAGES.
11. Miscellaneous.
- a. Governing Law. This Note is governed by Federal law and, to the extent not preempted by Federal law, the laws of the State of New York (without regard to internal principles of conflict of laws). You acknowledge and agree that this Note is made in the State of New Jersey and the laws of the State of New York govern this loan.
 - b. Entire Agreement. This Note sets forth the entire agreement between you and us with respect to your loan, and supersedes any other oral or written communications to you regarding your loan.
 - c. Modifications and Amendments; Waiver. This Note may be modified or amended only by a writing signed by you and us. Any delay in enforcing our rights under this Note shall not constitute a waiver or modification of those rights in the future.
 - d. Severability. If any provision of this Note is held invalid or unenforceable, that provision or provisions shall be considered omitted from this Note without affecting the validity or enforceability of the remainder of this Note.

BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS LOAN SET FORTH IN THIS NOTE.

Borrower Name: _____

Borrower Signature: _____

Date: _____