



TruFit Student Loan® Application/Promissory Note

Phone: (800) 708-6684

Send completed form to:

Mailing Address
Attn: TruFit Student Loan
PO Box 42124
Providence, RI 02940-2124

Overnight Mail

Attn: TruFit Student Loans
480 Jefferson Blvd,
Mailstop: RJE295
Warwick, RI 02886

**PLEASE USE BLUE
OR BLACK INK
ONLY. DO NOT
USE CORRECTION
FLUID.**

Fixed Rate Pricing Option

Promotional / Referral Code _____ School Name St Francis College DOE School Code 00336600-00
 School City Loretto State PA Anticipated Graduation Date 05 / 2015 Loan Period 06 / 2014 to 08 / 2014
 Year in School: ☐ Freshman ☐ Sophomore ☐ Junior ☒ Senior/5th Yr Graduate: ☐ Business (MBA) Professional: ☐ Medical (MD/DO)
 Repayment Term: ☐ 5 Year ☐ 10 Year ☒ 15 Year ☐ Other Graduate Studies ☐ Dental (DDS/DMD)
 Requested Loan Amount \$ 5,000.00 ☐ Law (JD)

Borrower Information

Last Name BRENNAN Suffix _____
 First Name GABRIELLE MI _____
 Social Security # XXX - XX - XXXX Birth Date XX / XX / XX
 Driver's License # XXXXXXXXXX State PA
 Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.
 Gross Monthly Household Income: \$ XXX.XX
 Other Monthly Household Income: \$ _____
 Source of Other Income: _____
 Are you a Citizens Bank customer? ☒ Yes ☐ No
 Permanent Address line 1 302 EAST PARK AVE
 Permanent Address line 2 _____
 City DUBOIS State PA Zip 15801 Country USA
 Home Phone (814) 371- 8447 Email GMB111@FRANCIS.EDU
 Employment Status: ☒ Employed ☐ Self-Employed ☐ Retired
☐ Unemployed
 Employer Name OLIVE GARDEN
 Work Phone (999) 999 - 9999 Length of Employment 2 / _____
 Residence (check one):
☐ I own my home (Monthly mortgage payment: \$ _____)
 Mortgage Holder: _____
☒ I rent my home (Monthly rent payment: \$ XXX.XX)
☐ I do NOT own or rent my home (Other)
 Citizenship (check one): ☒ US Citizen ☐ Permanent Resident (Attach USCIS Form I-551) Alien ID # _____
☐ Eligible Non-Citizen (Attach Valid Visa; or Current USCIS Form I-94, copy of Valid Passport; or Current USCIS Form I-688B or I-766)
 Deferment Options While in School (check one): Full Deferment will be granted if no selection is made:
☒ Full Deferment ☐ Interest-Only Repayment ☐ No Deferment/Immediate Repayment

Borrower's Reference Information (Parent, guardian or adult relative not living with you or your Co-signer)

Last Name AUGENSTEIN
 First Name MELANIE MI _____
 Permanent Address line 1 RD1 BOX 58B
 City TIDUOTE State PA Zip 16351 Country USA
 Home Phone (814) 440 - 5979 Work Phone () -

Co-signer Information

Last Name BRENNAN Suffix _____
 First Name DOUGLAS MI R
 Social Security # XXX - XX - XXXX Birth Date XX / XX / XX
 Driver's License # _____ State _____
 Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.
 Gross Monthly Household Income: \$ X,XXX.XX
 Other Monthly Household Income: \$ _____
 Source of Other Income: _____
 Are you a Citizens Bank customer? ☒ Yes ☐ No
 Citizenship (check one): ☒ US Citizen ☐ Permanent Resident
 (Attach USCIS Form I-551) Alien ID # _____
 Permanent Address line 1 302 EAST PARK AVE
 Permanent Address line 2 _____
 City DUBOIS State PA Zip 15801 Country USA
 Home Phone (814) 771 - 7154 Email DBRENNAN@DASD.K12
 Employment Status: ☒ Employed ☐ Self-Employed ☐ Retired
☐ Unemployed
 Employer Name DUBOIS AREA SCHOOL DISTRICT
 Work Phone (814) 371 - 8111 Length of Employment 31 / _____
 Residence (check one):
☒ I own my home (Monthly mortgage payment: \$ X,XXX.XX)
 Mortgage Holder: BENEFICIAL
☐ I rent my home (monthly rent payment: \$ _____)
☐ I do NOT own or rent my home (Other)

School will be automatically notified to send us additional information

Additional information and your signature(s) are required on the following pages.

ACKNOWLEDGEMENT AND AGREEMENT:

VERIFICATION OF CUSTOMER IDENTITY – Federal laws and regulations require us to request information from you prior to opening an account or adding an additional signatory to an account. The information we request may vary depending on the circumstances, but at a minimum, will include your name, address, an identification number such as your social security or taxpayer identification number, and for individuals, your date of birth. We are also required to verify the information you provide to us. This verification process may require you to provide us with supporting documentation that we deem appropriate. We may also seek to verify the information by other means. We reserve the right to request additional information and/or signatures from you from time to time.

The applicant and the co-signer, if any, ("you") authorize RBS Citizens N.A., One Citizens Plaza, Providence, Rhode Island 02903, and its agents (the "Lender") and/or the school identified in the application for this Promissory Note (the "School") to gather credit information about you and to give information about your application and loan account to others in accordance with any applicable law, including as necessary to enforce the Note. You authorize the Lender to obtain a credit report in connection with this transaction. In addition, you give Lender permission to also obtain credit reports about you for the purpose of reviewing the account, for the purpose of taking collection action on the account, or for any other legitimate business purposes associated with the account. You authorize the Lender and its agents to contact you regarding your loan and/or this loan request, including repayment of your loan, at the current and any future number that you provide to us using automated dialing equipment or artificial or pre-recorded voice or text messages, even if the number is for a cellular telephone or other wireless device and even if you will incur a cost from receiving such communications. You authorize us to contact any person that you list as a reference in this loan request, to disclose that you have applied for this loan, and/or to request that your references provide us with your updated contact information in the event that we are unable to contact you in the future. You further authorize your School to receive, provide, and confirm information regarding your attendance, financial aid, status or denial of your application.

STATE DISCLOSURE NOTICES

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

MASSACHUSETTS RESIDENTS ONLY: Massachusetts law prohibits discrimination based upon marital status or sexual orientation.

OHIO RESIDENTS ONLY: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

WISCONSIN RESIDENTS ONLY:

- For married Wisconsin residents, your signature on this Student Loan Application and Promissory Note confirms that this loan obligation is being incurred in the interest of your marriage or family.
- No provision of any marital property agreement (pre-marital agreement), unilateral statement under Section 766.59 or court decree under Section 766.70 adversely affects the interest of the Lender unless the Lender, prior to the time that the loan is approved, is furnished with a copy of the Note, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred.

You, the undersigned applicant (and co-signer, if applicable), represent that everything disclosed on this Student Loan Application is true and complete. You further understand that if the application is approved, the loan will be subject to the terms and conditions of the attached Promissory Note.

Borrower/Applicant Signature Date

XXX - XX - XXXX

Borrower Social Security Number Date

Douglas R Brennan 06/03/14

Co-signer Signature Date

XXX-XX-XXXX

Co-signer Social Security Number Date

WISCONSIN RESIDENTS: If the loan for which you are applying is granted, your spouse will also receive notification that credit has been extended to you. Applicants residing in the state of Wisconsin must complete the below information in order to facilitate this legal requirement.

Applicant/Borrower Marital Status (check one): ☐ Married ☐ Not Married

If Married: Applicant Spouse Name: _____

Applicant Spouse Address: _____
Street

City State Zip

The following pages include the terms and conditions of your Promissory Note. Your loan is subject to all of the terms and conditions of the Promissory Note. Read this form carefully in its entirety before you sign it.

ADDITIONAL IOWA STUDENT LOAN DISCLOSURES**A. Co-Borrower Requirements**

A co-borrower is required for this student loan if the applicant does not meet our credit requirement on their own.

B. Repayment of Loan Information

Please see our Private Student Loan Application and Solicitation Disclosures.
You can prepay the loan in whole or part at any time without penalty.

C. Additional Terms and Conditions

Your loan is subject to all of the terms and conditions of your Promissory Note. Please read your Promissory Note carefully, it may include terms under which the interest rate on the loan may change. To obtain a copy of your Promissory Note, please visit <https://www.trufitstudentloan.com/citizens> or call (800) 708-6684.

D. Consequences of Loan Default

There are serious consequences if you default on this loan. For example, under normal circumstances, student loans are not dischargeable in bankruptcy. In order to discharge a loan in bankruptcy, the borrower must prove undue hardship in an adversary proceeding before the bankruptcy court.

Additional consequences of default on this loan include:

- Lender may report the late payment history to credit reporting agencies, which will adversely affect your credit rating and ability to get more credit
- Interest will continue to accrue on the outstanding principal balance
- Lender may take legal action
- Borrower will become ineligible for further loans from the lender
- Full amount of the loan will become due immediately.

E. Lender/Service Contact Information

Citizens Bank
Attn: Education Finance
PO Box 42124
Providence, RI 02940-2124
(800) 708-6684
TruFitStudentLoan@citizensbank.com
<https://www.trufitstudentloan.com/citizens>

TRUFIT PROMISSORY NOTE

See Section 18 below for important federal and state law disclosure notices to borrowers and co-signers about your rights and obligations. See Section 17 below for an important Arbitration Agreement including a notice regarding the right to reject arbitration. See also an important disclosure for students attending Iowa schools that is attached to this Promissory Note.

RBS Citizens, N.A., including its successors and assigns ("we," "us," and the "Lender") and you, the undersigned borrower(s) and, if there is a co-signer of this Promissory Note, each of the borrower and co-signer, individually and collectively ("you," "your," and "yours") hereby enter into this TruFit Promissory Note (the "Note") on the date set forth below and agree, as follows:

1. IMPORTANT TERMS AND DEFINITIONS

Term	What it Means
School	The School you identified in the loan application that you submitted to us.
Disbursement Dates	Any date on which funds are transferred to your School in consideration of your Note. Where disbursement is by check, a Disbursement Date will be the date shown on the check, not the date of the endorsement or negotiation of the check.
Deferment Period	If you have chosen Full Deferment while in School or the Interest Only Repayment while in School option, the Deferment Period will begin on the first Disbursement Date and, unless extended as set forth below, will end on the earlier of 8 years and 6 months from the first Disbursement Date or 6 months after the student borrower graduates or otherwise ceases to be enrolled at least half time in the School or a Lender-approved School.

2. PROMISE TO REPAY

Promise to Repay	You promise to pay to the Lender's order, upon the terms of this Note, all of the principal sum equal to the loan amount requested to the extent it is advanced to you and paid on your behalf, plus any other amounts that are added to that loan amount or otherwise incurred by you as provided in this Note or the Disclosure Statements (as defined below). These other amounts include: any applicable origination fee, interest, late charges, payment return fees and, in the event of default, costs of collection, including attorneys' fees, to the extent permitted by applicable law.
Liability of Borrower and Co-signer	Each borrower and co-signer is jointly and severally responsible for repaying the full amount owed under the Note. Your responsibilities for paying amounts owed under this Note will be unaffected by the liability of any other person to you or to us for repayment of this Note, our release of any other person from liability to pay this Note or by our failure to notify you that a required payment has not been made. Any communication between us and a borrower or co-signer will be binding on all of them and the provisions of this Note will be binding on all borrowers and co-signers.

3. WHERE TO FIND FINANCIAL TERMS AND INFORMATION ABOUT ACCEPTANCE OF THE LOAN

Will I be bound by the Promissory Note?	When you agree to accept the loan offered by the Lender, you acknowledge that you are bound by this Promissory Note.
Where may I find the terms of the loan, such as principal amount of the loan, rate of interest and fees?	If Lender agrees to make a loan to you, it will notify you in writing and will provide you with an Approval Disclosure Statement that discloses the terms of the loan, including the principal amount of the loan, rate of interest and fees.
How long do I have to accept the loan?	The Approval Disclosure Statement will state the specific date by which you may accept the loan and will specify the methods to communicate your acceptance to Lender. Lender may make certain changes to the interest rate and terms of the loan in accordance with applicable laws and regulations.
Will I receive another disclosure of the terms	Yes. After you properly accept the loan and submit your Self-Certification Form and your school certifies the loan, we will provide you with a Final Disclosure Statement.

of the loan after the Approval Disclosure Statement?	The Final Disclosure Statement will set forth the terms of the loan, including the principal amount, interest rate and fees. The Approval Disclosure Statement and the Final Disclosure Statement are collectively referred to as the "Disclosure Statements," and are incorporated herein.
May I cancel the loan without penalties?	You may cancel the loan within the time and in the manner specified in the Final Disclosure Statement. We will not disburse the loan proceeds until after the cancellation period expires. If the loan proceeds are disbursed after you cancel the loan, you must either endorse the check to Lender or direct the school to return the funds to us.
May I use the loan proceeds for anything other than education expenses?	You may only use the loan proceeds for tuition and other education expenses (and not for consumer goods). Only students who are enrolled at least half-time at school are eligible for a loan.

4. DISBURSEMENT OF MONEY TO THE SCHOOL

When will you transfer the loan proceeds to the School and how much money will be transferred?	We will transfer the loan proceeds to your school after the expiration of the cancellation period set forth on the Final Disclosure Statement as long as you do not cancel the loan by the cancellation date identified in the Final Disclosure Statement. We have the right not to make a loan or to lend an amount less than you are requesting. We also have the right, at our discretion, to disburse your loan in more than one installment as payment becomes due to your school. You must notify us if your school enrollment ends prior to the disbursement date.
May I cancel the loan after funds are disbursed?	We may, in our sole discretion, permit you to cancel the loan for up to 60 days after the first Disbursement Date. You will not be responsible for paying any accrued interest or fees if we receive a full refund of disbursed proceeds within 60 days of the first Disbursement Date. We may, in our sole discretion, decide not to allow you to cancel the loan. In that case, or if we do not receive a full refund of the loan proceeds within 60 days of the first Disbursement Date, or you make a loan payment, you will be responsible for paying all accrued interest and fees.

5. WHEN DOES INTEREST ACCRUE AND HOW IS IT CALCULATED?

When does interest begin to accrue and how long will it accrue?	Interest will begin to accrue as of the first Disbursement Date on the outstanding principal amount of the loan. Interest will continue to accrue from time to time on the outstanding principal amount of the loan.
How will unpaid accrued interest and fees be treated?	We will add to the principal balance of your loan unpaid accrued interest and any other fees and charges due and not yet paid at (1) the end of your Deferment Period, (2) the end of any forbearance period, and (3) the time of default. The amounts added to your principal will be treated as principal for all purposes. This addition is called "capitalizing." The addition of amounts to principal increases the amount of interest that you will pay and increases the cost of your loan.
How often will you charge interest?	Daily, until the full amount of principal has been paid.
Does the date that I make payments affect the amount of interest that you charge me?	Yes. Because you will pay interest on your actual balance each day, the amount of interest you pay will be higher if your payments are generally made later than scheduled and lower if your payments are generally made earlier than scheduled. You agree to pay the actual amount of interest that accrues on your loan.
How will you calculate interest?	We will calculate interest on the basis of a 365-day year. The rate used to calculate interest will be a fixed rate. In no event will the rate exceed the maximum interest rate allowed by the State of Rhode Island.

6. HOW DOES YOUR CHOICE OF DEFERMENT OPTIONS AFFECT REPAYMENT?

Deferment Option ¹	When Repayment Begins	How will Interest be Credited?
Full Deferment	No repayment required while you are in	Lender will add any unpaid accrued interest

¹ We reserve the right to decide whether to approve any repayment option that you request.

	school. Repayment begins on the day after the Deferment Period ends.	to the principal balance of your loan at the end of the deferment period and any forbearance period.
Interest-only Repayment while in school	Repayment of interest begins immediately. Payment of principal begins on the day after the Deferment Period ends.	Interest does not need to be credited.
No Deferment – Immediate Repayment	Repayment of Principal and Interest begins immediately.	Interest does not need to be credited.
No option selected	Lender will treat the loan as Full Deferment and no payment will be required while you are in school.	Lender will add any unpaid accrued interest to the principal balance of your loan at the end of the deferment period and any forbearance period.

7. QUESTIONS ABOUT REPAYMENT

What are my obligations during the repayment period?	During the repayment period, you will make consecutive monthly payments of principal and interest in the amounts and on such payment due dates as specified by Lender until you have paid all of the principal and interest and any other charges you may owe under this Note. Your minimum payment will always be at least \$50 each month or the entire unpaid balance of this Note, whichever is less.
How are my payments credited?	We will apply payments first to interest accrued through the day prior to the receipt of payment, second to any late charges and outstanding fees and charges, and third to the outstanding balance of the loan. A payment received for multiple loans will be applied in Lender's discretion.
What is the maximum repayment period that I may choose?	The repayment period will never exceed 15 years.
Under what circumstances will you release my co-signer from his/her obligations?	If you make 36 consecutive monthly payments of principal and interest on time, you may submit a written request to Lender that Lender release your co-signer from the obligations under this Note. Lender will consider any such request based upon its underwriting criteria, including a review of your credit report, which you authorize Lender to obtain at any time during the term of this Loan, and of your ability to repay the loan. The co-signer release option will not be available if any of the 36 payments of principal and interest are not made on time (within 15 days of the due date). You are not eligible for a co-signer release if Lender has provided a forbearance to you. International students may also apply for a co-signer release, but they must demonstrate U.S. citizenship or permanent resident status in addition to meeting the eligibility criteria set forth above. If we deny your request for a co-signer release, you may not reapply for a co-signer release until at least one year from the date of the denial.
What happens to my loan obligation if the student borrower dies or becomes totally and permanently disabled?	<p>In the event of the student borrower's death or total and permanent disability, we will forgive the remaining amount due under this Promissory Note. Waiver requests must be submitted to us on an approved waiver request form and be accompanied by documentation that confirms to our satisfaction the death or total and permanent disability of the student borrower. Interest will continue to accrue while we are reviewing any request for a disability waiver, and, if an application for a disability waiver is denied, unpaid accrued interest will be capitalized and the student borrower will have to resume making regular monthly payments as described herein.</p> <p>In the case of either death or total and permanent disability, if the student borrower or student borrowers' estate receives a refund from the school of tuition or other fees and fails to pay it to us within 60 days after receipt of such refund, the failure to do so will be considered a default under this Note, and we will have the right to collect from the student borrower or the student borrower's estate the amount of the tuition refund, plus interest, and any accrued fees, charges and costs.</p> <p>For the purposes of this section "total and permanent disability" means the inability to work in any occupation due to a condition that began or deteriorated after the date of this Promissory Note and the disability is expected to be permanent.</p>

What happens if the co-signer dies or becomes disabled?	If there is a co-signer on this loan, the death or disability of such cosigner will not impact the student borrower's obligation to repay all amounts due under this Note.
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8. ARE THERE CIRCUMSTANCES WHERE THE DEFERMENT PERIOD MAY BE EXTENDED?

There are several limited circumstances in which you may request in writing and we, at our discretion, may agree to extend the Deferment Period. These circumstances where you may request an extended Deferment Period are:

What are my options for extended deferment if I am completing a residency or internship?	If you have begun a medical residency or medical internship after you leave school for allopathic (M.D.) or osteopathic (D.O.) medical studies, you may extend deferment up to 48 months.
What are my options for extended deferment if I am in the military?	You can qualify for extended deferment if you are 1) a member of the National Guard and are called for active duty for a period of more than 30 consecutive days or 2) you are a regular member of the Armed Forces reassigned to active duty due to a military mobilization. "Active duty" for the purposes of this paragraph means state-decreed active duty under the United States Code, Title 32, active duty to a federal emergency, and active duty declared by the President or Secretary of Defense.
How do I request an extended deferment if I qualify?	You must request extended deferments in writing with our servicer. We, at our discretion, may agree to extend the Deferment Period.

9. MAY I ASK FOR FORBEARANCE?

May I request forbearance if I am having difficulty paying the loan?	If you are unable to repay your loan in accordance with the terms of this Note, you may request that Lender modify these terms by forbearing loan payment. Lender, at its sole option, may agree to any such modification.
What happens if the Lender agrees to my forbearance request?	Interest will continue to accrue during any period of forbearance and may be capitalized at the end of any forbearance period. Lender reserves the right to charge you a forbearance fee, which will be disclosed to you prior to its assessment.

10. MAY I PREPAY THE LOAN OR PAY MORE THAN THE MONTHLY PAYMENT AMOUNT?

Type of Payment	Your Rights	How Payments are Handled
Prepayment	You have the right to prepay all or any part of your loan at any time without penalty.	Prepayment of less than the entire outstanding amount under this Note will not reduce the amount of your required monthly payment. However, prepayment of less than the entire outstanding amount due may reduce the number of payments you must make, the monthly payment amount and/or the amount of your final payment.
Overpayment	You may pay more than your monthly payment amount.	Payments will be applied in accordance with section 7 of this Note. Any payments in excess of amounts due will be applied to your principal balance. Overpayments will not advance any subsequent monthly payment due date unless you request such advance in writing.

11. HOW CAN I AVOID LATE FEES AND OTHER CHARGES?

Fee	When Imposed	Amount
Late Fee	If your payment, or any portion of your payment, is more than 15 days late you	The amount disclosed on the Approval Disclosure Statement.

	agree to pay a late fee.	
Origination Fee	Only if the Final Disclosure Statement sets forth an Origination Fee will you pay a one-time fee to the Lender for the processing of your loan application and the granting of your loan.	The amount, if any, will be identified on the Final Disclosure Statement. This fee will not exceed 6% of the amount advanced to you on this loan. The origination fee amount will be assessed on a pro rata basis if your loan proceeds are paid in more than one disbursement.
Returned Payment Charge	You agree to pay this charge if you make a payment, including an electronic payment, that is returned or refused by your bank for any reason.	You agree to pay \$15.00 for each payment returned or refused. This amount does not include any fees that your bank may assess and is in addition to the late charge described above.
Charges for Optional Services	If you request and we agree to provide certain optional services in connection with your loan, additional fees may be charged. Examples of such optional services include, among other things: (1) allowing you to make an expedited payment on your loan; and (2) sending documents to you by express delivery.	Lender will disclose the fee for the optional service to you before you accept any such service.

12. WHAT EVENTS MAY RESULT IN A DEFAULT? WHAT ARE LENDER'S RIGHTS IF DEFAULT OCCURS?

Events of Default	Lender's Rights
<p>You fail to make any payment to us when due.</p> <p>You fail to notify us of a change in your name, address or school enrollment status within 30 days after a change occurs.</p> <p>You break any of your other promises in this Note.</p> <p>Any bankruptcy proceeding is begun by or against you, or you assign any of your assets for the benefit of your creditors, or you are judged incompetent.</p> <p>You make any false statements in applying for this loan or in any communications with us at any time thereafter.</p> <p>You commit any type of fraud or misrepresentations in connection with this loan or any other loan deposit, other product or service with us.</p> <p>If you are in default on any other loans you may have with us or our affiliates.</p> <p>You become or are declared insolvent.</p> <p>The co-signer dies.</p> <p>There is a significant change in your ability to repay all amounts subject to the terms of this Note.</p>	<p>The whole outstanding principal balance accrued interest and all other amounts payable to us under the terms of this Note shall become due and payable to us at once except as provided otherwise by applicable state law.</p> <p>If we take court action or commence an arbitration proceeding against you to collect any amounts payable under the terms of this Note or if you elect arbitration of a collection action we have brought against you in Court, you will also be liable for court or arbitration costs, other damages or fees, and reasonable attorney's fees should we prevail in such court action or arbitration.</p>

JURY TRIAL WAIVER: YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS NOTE.

Note: WEST VIRGINIA RESIDENTS: Reference to the payment of attorneys' fees and court costs in the terms of this Note is void.

Note: NEW HAMPSHIRE RESIDENTS: If you prevail in any action, suit or proceeding we bring or in an action you bring in connection with this Note, reasonable attorneys' fees shall be awarded to you. If you successfully

assert a pertinent defense, set off, recoupment or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys' fees as the Court deems appropriate.

13. WAIVERS

You and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor, and all other notices or demands in connection with this Note. "Presentment" means the right to require the Note holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note holder to give notice to other persons that amounts due have not been paid.

14. WHERE AND WHEN SHOULD NOTICES BE SENT UNDER THIS NOTE?

<u>Sender</u>	<u>What</u>	<u>Where</u>	<u>When</u>
You	Changes of address, balance inquiries, etc.	Attn: Education Finance PO Box 42124 Providence, RI 02940-2124; or the servicer authorized by us to service your loan at an address that has been provided to you.	You must send written notice to us within 30 days after a change in your name, address or School enrollment status.
Lender	Default Notices, etc.	The most recent address that we have on file for you.	The notice will be effective when we place the notice in the mail.
You	Late or partial payments intended to resolve disputed balances	Firstmark Services 121 South 13th St. Suite 201 Lincoln, NE 68508 Attention: Account Maintenance	We may accept late payments or partial payments (to the extent permitted by law) even if marked "payment in full," "without recourse," or similar language without losing any of our rights under this Note. If you wish to make a payment intended to satisfy or pay in full any disputed amount you owe to us, you must send the payment with a letter describing the nature of your dispute and specifically indicate that the accompanying payment is intended to be payment in full.

15. WHAT INFORMATION MAY WE SHARE ABOUT YOU AND WITH WHOM? WHAT ARE YOUR RIGHTS REGARDING INFORMATION SHARING?

<u>To Whom will Information be Provided?</u>	<u>What Information?</u>	<u>Your Rights</u>
Consumer reporting agencies will, from time to time, provide information to Lender upon Lender's request.	Information about this Note and about your credit history.	If you request it, we will tell you whether we have requested information from a consumer reporting agency and we will provide you with the name and address of any agency furnished with a report and a copy of a report so that you can rectify any errors in your credit history.
Lender will, from time to time, share information with consumer reporting agencies and others allowed legally to receive such information.	A negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit application.	If you believe that any information about your loan that we have reported to a credit-reporting agency is inaccurate, or if you believe that you have been the victim of identity theft in connection with any other loan made by us, write to us at the address in Section 14 for changes of address and balance inquiries, and provide us: (1) your name and the loan or account number; (2) the specific information disputed; (3) the basis for the dispute, any documentation supporting your position.
Third parties may provide us with information.	Credit-related information about you and about your spouse if you live in a community property state.	If you request it, we will tell you whether we have requested information from a consumer reporting agency and we will provide you

		with the name and address of any agency furnished with a report and a copy of a report so that you can rectify any errors in your credit history.
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You acknowledge that you received a copy of our privacy notice advising you of our information-sharing policies and your rights under applicable law. You must update the information on your application whenever Lender asks you to do so. If you have reported an error in your credit report or identity theft, we may require you to submit an Identity Theft Affidavit.

16. WHAT ARE THE OTHER TERMS OF THIS NOTE?

Term	What it Means
Assignment	You may not assign this Note or any of its benefits or obligations. Lender may assign this Note at any time.
Amendment	A provision of this Note may only be modified if jointly agreed upon in writing signed by both you and us.
Applicable Law	Our decision to lend you money and this Note shall be deemed to be entered into in Rhode Island, the state where we are located. CONSEQUENTLY, THE PROVISIONS OF THIS NOTE WILL BE GOVERNED BY FEDERAL LAW, THE LAWS OF THE STATE OF RHODE ISLAND WITH RESPECT TO PERMITTED INTEREST RATES, FEES AND CHARGES, AND OTHER APPLICABLE LAWS OF YOUR STATE THAT ARE NOT PREEMPTED BY FEDERAL LAW WITHOUT REGARD TO CONFLICT OF LAW RULES.
Continuation of Lender's Rights	Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. For example, Lender may accept late payments or, as permitted by law, partial payments even if marked payment in full.
Correction of Errors	You agree to fully cooperate and adjust all typographical, computer calculation or clerical errors discovered in any or all of the loan documents, including the Application, Note, Disclosure Statements, any Notice to co-signer and any other disclosures or notices. All parties involved will be notified and receive a corrected copy of the changed documents.
Severability	Any provision that is held unenforceable shall be considered omitted without affecting the validity or enforceability of the remainder of this Note.
Caption Headings	The caption headings in the Note do not constitute parts of this Note.
Unsecured Loan	This Note is unsecured.

17. ARBITRATION AGREEMENT

This section constitutes the Arbitration Agreement between you and us.

READ THIS SECTION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. If you do not opt out, for a dispute subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the dispute; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a claim with claims of any other persons. Arbitration procedures are simpler and more limited than rules applicable in court. The decision of the arbitrator is generally final and binding.

You have the right to cancel or opt out of this Arbitration Agreement as set forth below.

Special Definition of "We," "Us," and "Our." Solely for purposes of this Arbitration Agreement, the terms "we," "us" and "our," in addition to the meanings set forth in this Note, also refer to our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns.

Binding Arbitration. If you have a dispute with us, and we are not able to resolve the dispute informally, you and we agree that upon demand by either you or us, the dispute will be resolved through the arbitration process as set forth in this part. A "claim" or "dispute," as used in this Arbitration Agreement, is any unresolved disagreement between you and us, arising from or relating in any way to the TruFit Student Loan®, extensions, addendums or modifications or the borrower-lender relationship between us. It includes any disagreement relating in any way to the TruFit Student Loan® and to your use of any of our banking facilities. Any claims or disputes arising from or relating to the advertising of our services, the application for, or the approval or establishment of your loan are also included. Claims are subject to arbitration, regardless of what theory they are based on, whether they seek legal or equitable

remedies, or irrespective whether they are common law or statutory (federal or state) claims. Arbitration applies to any and all such claims or disputes, whether they arose in the past, may currently exist, or may arise in the future. Disputes include disagreements about the meaning, application or enforceability of this arbitration agreement.

TRIAL WAIVER: YOU AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A JURY TRIAL AND TRIAL BEFORE A JUDGE IN A PUBLIC COURT. As the sole exception to this arbitration agreement, you and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court's jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitratable dispute following lawful demand, the party so failing shall bear all costs and expenses incurred by the other in compelling arbitration.

CLASS ACTION AND CLASS ARBITRATION WAIVER: NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION OR ARBITRATION, OR TO INCLUDE IN ANY COURT ACTION OR ARBITRATION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, OR TO ACT IN ANY ARBITRATION IN THE INTEREST OF THE GENERAL PUBLIC OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, UNLESS THOSE PERSONS ARE JOINT BORROWERS OR BENEFICIARIES ON YOUR LOAN. This is so whether or not the claim has been assigned.

Arbitration Procedures. You or we may submit a dispute to binding arbitration at any time, regardless of whether a lawsuit or other proceeding has been previously commenced.

Each arbitration, including the selection of the arbitrator(s), shall be administered by the American Arbitration Association (AAA) or JAMS according to such forum's rules and procedures. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
Website: www.adr.org
JAMS
1-800-352-5267 (toll-free)
Website: www.jamsadr.com

In the event that JAMS or the AAA is unable to handle the dispute for any reason, then the matter shall be arbitrated instead by a neutral arbitrator selected by agreement of the parties pursuant to the AAA rules of procedure; or, if the parties cannot agree, selected by a court in accordance with the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"). To the extent that there is any variance between the selected forum's rules and this Arbitration Agreement, this Arbitration Agreement shall control.

If you initiate the arbitration, you must notify us in writing at Attn: TruFit Student Loans PO Box 42124, Providence, RI 02940-2124. If we initiate the arbitration, we will notify you in writing at your last known address in our file.

The arbitration shall take place in the federal judicial district in which you reside, unless the parties agree to a different location in writing. Arbitrators must be members of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation.

The arbitrator will follow applicable substantive law to the extent consistent with the FAA. The arbitrator will give effect to the applicable statutes of limitation and will dismiss barred claims. In addition, you or we may submit a written request to the arbitrator to expand the scope of discovery normally allowable. At the timely request of either you or us, the arbitrator must provide a brief written explanation of the basis for the award. A judgment on the award may be entered by any court having jurisdiction.

You and we agree that in our relationship arising from this Promissory Note: (1) the parties are participating in transactions involving interstate commerce; (2) the arbitrator shall decide any dispute regarding the enforceability of this arbitration agreement; and (3) this arbitration agreement and any resulting arbitration are governed by the provisions of the FAA, and, to the extent any provision of that act is inapplicable or unenforceable, the laws of the state that govern the relationship between you and us.

No arbitrator shall have authority to entertain any dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party.

Arbitration Costs. The party initiating the arbitration (or appeal of the first arbitration award) shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so; or if you ask us in writing and we determine in good faith there is justifiable reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but the arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by the Promissory Note, the forum's rules or applicable law.

Arbitration Award and Appeal. The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the forum. The panel shall reconsider anew all factual and legal issues, following the same rules of procedure and decide by majority vote. Reference in this Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph entitled "Arbitration Costs." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA.

Severability and Survival. If any part of this Arbitration Agreement, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. The Class Action Waiver is non-severable, if deemed or found to be unenforceable for any reason, the whole Arbitration Agreement shall be void and null. This Arbitration Agreement shall survive the payoff of your TruFit Student Loan and the termination or modification of any relationship between us.

Notice and Cure; Special Payment. Prior to initiating an arbitration, you may give us a written Claim Notice describing the basis of your claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the claim. Such a Claim Notice must be sent to us by certified mail, return receipt requested, at Attn: TruFit Student Loans PO Box 42124, Providence, RI 02940-2124. This is the sole and only method by which you can submit a Claim Notice. If (1) you submit a Claim Notice in accordance with this Paragraph on your own behalf and not on behalf of any other party; (2) you cooperate with us by promptly providing the information we reasonably request; (3) we refuse to provide you with the relief you request; and (4) the matter then proceeds to arbitration and the arbitrator subsequently determines that you are entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$3,000 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). You should address all claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$3,000 minimum award is a single award that applies to all claims you have asserted or could have asserted in the arbitration, and multiple awards of \$3,000 are not contemplated.

Rights Preserved. This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, or obtain possession of property; exercise self-help remedies, including setoff rights; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment or the appointment of a receiver by a court of competent jurisdiction.

Right to Cancel or Opt Out of This Arbitration Agreement. You may opt out of this Arbitration Agreement to resolve any claim or dispute by arbitration. To opt out of this Arbitration Agreement, you must send us written notice of your decision within 45 days of the date of this Promissory Note. Such notice must clearly state that you wish to cancel or opt out of the Arbitration Agreement section of this Promissory Note. It should include your name, address, loan number and your signature and must be mailed to Arbitration Opt-Out, PO Box 6067, Providence, RI 02940-6067. This is the sole and only method by which you can opt out of this Arbitration Agreement. Your exercise of the right to opt-out will not affect any remaining terms of this Note and will not result in any adverse consequence to you or your loan. You agree that our business records will be final and conclusive evidence with respect to whether you cancelled or opted out of this arbitration agreement in a timely and proper fashion. Where a joint account is involved, an opt out notice from one joint owner is effective only as to that joint owner.

18. FEDERAL AND STATE DISCLOSURE NOTICES

IOWA RESIDENTS: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS NOTE 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 NOTE ONLY BY ANOTHER WRITTEN NOTE.

IOWA and KANSAS RESIDENTS: NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law. You acknowledge that you have received a copy of this notice.

MISSOURI RESIDENTS: Oral Notes or commitments to loan money, extend credit or to forbear from enforcing repayment on a debt including promises to extend or renew such debt are not enforceable. To protect you (borrowers) and us (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: The section headings of the Note are a table of contents and not contract terms. Portions of this Note 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 Note, acts or practices (1) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (2) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

TEXAS RESIDENTS: 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 Note between the parties and it may not be contradicted by evidence of an alleged oral agreement.

ALL CO-SIGNERS: (Traduccion en Ingles Se Requiere Por La Ley) 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 Lender or other holder of this Note can collect this debt from you without first trying to collect from the borrower. The Lender or other holder of this Note can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages (if you reside in a state other than South Carolina or Texas), etc. If this debt is ever in default, that fact may become a part of your credit record. This notice is not the contractual provision that makes you liable for the debt.

AVISO PARA EL FIADOR (Spanish Translation Required By California Law) Se le esta pidiendo que garantice esta deuda. Pienselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este prestamo no paga la deuda, usted tendra que pagarla. Este seguro de que usted podra pagar si sea obligado a pagarla y de que usted desea aceptar la responsabilidad. Si la persona que ha pedido el prestamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma. El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligacion de pagar esta deuda, se puede incluir esa informacion en la historia de credito de usted. Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

GEORGIA RESIDENTS: By signing as Co-Signer, you waive any right to require the Lender to commence a collection action against the Borrower within three months as provided in the Official Code of Georgia Annotated § 10-7-24.

NORTH CAROLINA RESIDENTS: You hereby waive the right under N.C. Gen. Stat. § 26-7(a) to demand that Lender use all reasonable diligence to recover from the principal before seeking recovery from you.

VERMONT RESIDENTS: For purposes of this notice, the word "you" means the Co-signer(s). **NOTICE TO CO-SIGNER: 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.

IF A CO-SIGNER SIGNS BELOW, BORROWER AND CO-SIGNER CERTIFY THAT THEY INTEND TO APPLY FOR JOINT CREDIT AND BE JOINTLY LIABLE FOR THIS LOAN. Co-signer agrees that the Lender may proceed directly against Co-signer without first proceeding against the Borrower and that Co-signer is fully responsible for paying all amounts due under this Note, in full, even if the Borrower is released from liability on this Note for any reason.

 Borrower/Applicant Signature Date (seal)

Douglas R Bunn 06/03/14

 Co-signer Signature Date (seal)

 XXX-XX-XXXX
 Borrower Social Security Number

 XXX-XX-XXXX
 Co-signer Social Security Number

**ADDITIONAL NOTICES TO CO-SIGNER
To Be Signed By Cosigner Only (if any)**

NOTICE TO CO-SIGNER - SUPPLEMENT TO TRUFIT PROMISSORY NOTE for NEW YORK, IOWA and SOUTH CAROLINA RESIDENTS ONLY

You agree to pay the debt identified, although you may not personally receive any property, services, or money. You may be sued for payment, although the person who receives the property, services, or money is able to pay. You should know that the Total of Payments disclosed does not include finance charges resulting from delinquency, late charges, repossession or foreclosure costs, court costs or attorneys' fees, or other charges that may be stated in the Note. You will also have to pay some or all of these costs and charges, if the Note you are guaranteeing requires the borrower to pay such costs and charges and if permitted by applicable law. You will receive a disclosure of the Total of Payments when the loan is disbursed. If this debt is ever in default, that fact may become a part of *your* credit record.

IDENTIFICATION OF DEBT YOU MAY HAVE TO PAY:

GABRIELLE BRENNAN

Name of Debtor

RBS Citizens, N.A. (dba Citizens Bank)

Name of Creditor

Date

The unsecured debt that I may have to pay is described in the accompanying Note. I have received a copy of this Notice.

Signature

Date

NOTICE TO CO-SIGNER FOR WISCONSIN RESIDENTS
EXPLANATION OF PERSONAL OBLIGATION

You have agreed to pay the total of payments under a consumer credit transaction between the borrower and lender named herein.

You will be liable and fully responsible for payment of the loan even though you will not receive the education or loan funds.

You may be sued in court for the payment of the amount due under this consumer credit transaction even though the borrower may be working or have funds to pay the amount due.

This document, together with the Approval Disclosure Statement and the Final Disclosure Statement, constitutes the Agreement that obligates you to pay the debt and specifies the exact terms of your obligation.

Douglas R Brennan 06/03/14
Co-signer Signature Date

ARIZONA RESIDENTS – If the Co-signer is married to someone other than the Borrower:

Marital Community Property Joinder: The undersigned spouse of the Co-signer joins in the execution of this RBS Citizens, N.A. TruFit Promissory Note for the purpose of binding the marital community property of the Co-signer and the undersigned in accordance with Ariz. Rev. Stats § 25-214 or other applicable law.

Signature of Co-signer's Spouse
(if not the Applicant)

Date