

1 Stanley M. Hammerman, Esq., (#004048)
2 Jon R. Hultgren, Esq., (#010014)
3 **HAMMERMAN & HULTGREN, P.C.**
4 3101 North Central Avenue, Suite 1030
5 Phoenix, Arizona 85012
Telephone: (602) 264-2566
Facsimile: (602) 266-3488
minute_entry@hammerman-hultgren.com

6 Attorneys for Plaintiff

7 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
8 IN AND FOR THE COUNTY OF YUMA

9
10 STUDENT LOAN SOLUTIONS, LLC, a
South Carolina limited liability company,

NO.

11
12 Plaintiff,
vs.

13 **COMPLAINT**
(Contract)

14 BRITTANY SAUCIER and JOHN/JANE
DOE SAUCIER,
15
Defendant(s).

16
17 Plaintiff alleges as follows:

18 I.

19 Plaintiff is a South Carolina limited liability company authorized to conduct business in the
20 state of Arizona and is the assignee of Bank of America, N.A. See Exhibit 1.

21 II.

22 Defendant(s) are residents of the state of Arizona and, at all times material hereto, Defendant,
23 Brittany Saucier, was acting on behalf of and for the benefit of her marital community, if any.

24 III.

25 On or about September 16, 2007, Defendant, Brittany Saucier, executed a CampusEdge®
26 Student Loan Promissory Note in favor of Plaintiff's assignor for a private education loan. See
27
Exhibit 2.

1
IV.

2 A more legible copy of the Promissory Note is attached. See Exhibit 3.

3
V.

4 Defendant(s) breached the Note by failing to pay as required. The first scheduled repayment
5 date within the application statute of limitations was June 14, 2019.

6
VI.

7 There is still due and owing from Defendant(s) to Plaintiff the principal sum of not less than
8 Thirteen Thousand Seven Hundred and 76/100 Dollars (\$13,700.76), plus accruing interest on the
9 principal sum at the legal rate from and after the date of judgment. See Exhibit 4.

10
VII.

11 Plaintiff made demand upon Defendant(s) for such sums due and owing. Defendant(s),
12 however, failed and refused to pay.

13
VIII.

14 Pursuant to contract and/or A.R.S. § 12-341.01, Plaintiff is entitled to recover reasonable
15 attorneys' fees arising from this litigation, as well as costs incurred herein.

16 **WHEREFORE**, Plaintiff demands judgment against Defendant(s), and each of them, as
17 follows:

- 18 1. For the principal sum of not less than Thirteen Thousand Seven Hundred and 76/100
19 Dollars (\$13,700.76), plus accruing interest on the principal sum at the legal rate from and after the
20 date of judgment;
- 21 2. For an award of reasonable attorneys' fees;
- 22 3. For court costs incurred herein, plus any additional accruing cost; and

23
24
25
26
27
28 . . .

1 4. For such other and further relief as the Court may deem just and proper.

2 **DATED** this 3rd day of May, 2023.

3 **HAMMERMAN & HULTGREN, P.C.**

5 By /s/ Stanley M. Hammerman
6 Stanley M. Hammerman
7 3101 North Central Avenue, Suite 1030
8 Phoenix, Arizona 85012
9 Attorney for Plaintiff

BILL OF SALE

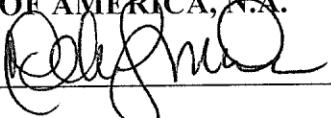
FOR VALUE RECEIVED, BANK OF AMERICA, N.A. (“Seller”), pursuant to the terms and conditions of that certain Loan Sale Agreement dated as of October 31, 2017 (the “Agreement”) by and between Seller and Student Loan Solutions, LLC, a South Carolina limited liability company (“Purchaser”), does hereby grant, sell, assign, transfer, and convey to Purchaser and its successors and assigns, all right, title, and interest of Seller in and to the following: (1) the Loans described in Annex I attached hereto (the “Purchased Loans”); (2) all Notes relating to such Purchased Loans and related Loan Documents; (3) the servicing rights relating to such Purchased Loans; (4) all collections, revenues and recoveries of principal and interest from the Purchased Loans, including all Borrower payments, to the extent due or to become due on the Purchased Loans as of the related Cut-Off Time and (5) the proceeds of any of the foregoing, but excluding any proceeds of the sale made hereby. All capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

TO HAVE AND TO HOLD the same unto Purchaser, its successors and assigns, forever. This Bill of Sale is made pursuant to and is subject to the terms and provisions of the Agreement, and is without recourse, except as provided in the Agreement.

IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed by one of its officers duly authorized to be effective as of the 31st day of October, 2017.

BANK OF AMERICA, N.A.

By: _____



Name: Debra J. Minton

Title: Senior Vice President

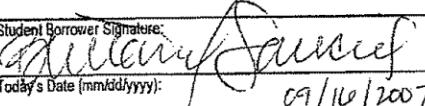
If you need assistance with your application, please call 1.888.852.6583

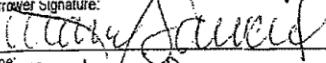
CampusEdge® Student Loan Application and Promissory Note		Program Identification	90588
Print using dark ink or type. The application must be signed and dated by the Student Borrower and Co-borrower, if applicable. Do not leave any blanks. If the question is not applicable to you, please mark an N/A.		Bank of America c/o Student Loan Processing Center 10960 Wilshire Blvd, Suite 1050 Los Angeles, CA 90024 www.campusedge.bankofamerica.com	
1. Full name: (last, first, middle) Saucier, Brittany M.	3. Date of birth: (mm/dd/yyyy) 06/14/06	36. Full name: (last, first, middle) 	38. Date of birth: (mm/dd/yyyy)
2. Social security or tax identification number: 	39. Government issued photo ID (e.g. drivers license, state ID): Type: DL State: CA Number: D3223032 Issue Date: 06/14/06 Exp. Date: 04/27/09	40. Permanent address: (no P.O. Boxes) City, State, Zip, Country 11542 Village Ridge Road San Diego, CA, 92131, U.S.	42. Previous address, if less than 1 year: City, State, Zip, Country
6. Length at permanent residence: Years 8 year(s) 8 month(s)	41. Length at permanent residence: Years 	43. Mailing address: City, State, Zip 	45. Alternate phone number:
8. Mailing address: 11542 Village Ridge Road	44. Home phone number: 	46. Email address: 	47. Country of citizenship: United States
9. Permanent (home) phone number: 	48. If not U.S. Citizen, please indicate residency status: <input type="checkbox"/> International Student <input type="checkbox"/> Permanent Resident 	49. Co-borrower (reference name: first, last, middle) 	50. Relationship to co-borrower:
11. Temporary phone number at school: 	51. Permanent address: (no P.O. Boxes) City, State, Zip 	52. Home phone number: 	53. Email address:
12. Email address: besaucy@hotmail.com	54. Current employer/ company name: Starbucks Coffee Company	55. Length at current employment: Years 3 years, 4 months	56. Employer address: (no P.O. Boxes)
13. Country of citizenship: United States	56. Employer address: (no P.O. Boxes) 	57. Employment / Occupation: Shift Supervisor	58. Employer phone number:
14. If granted credit under different name, please supply: 	58. Employer phone number: 	59. Annual employment income: \$20,000.00	60. Additional annual income (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 loan.) 0.00
15. Student reference name: (last, first, middle) McGuire, Laura	60. Additional annual income (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 loan.) 0.00	61. Housing status <input checked="" type="checkbox"/> Rent <input type="checkbox"/> Mortgage Other, student apartment	62. Annual housing payment: \$6000.00
17. Permanent (home) address: (no P.O. Boxes) 12889 Rancho Penasquitos Blvd San Diego, CA, 92131	63. Amount requested (Minimum \$2,500. Amount to cover educational expenses only): \$120,000	64. Repayment plan: <input type="checkbox"/> Standard Selection <input type="checkbox"/> Income Contingent <input checked="" type="checkbox"/> Immediate Repayment of Principal and Interest <input type="checkbox"/> Immediate Interest Only Repayment <input checked="" type="checkbox"/> Fully Deferred Repayment <input type="checkbox"/> Graduated Repayment	65. Loan terms: SEP 20 2007
24. Employer phone number: 	65. Loan terms: SEP 20 2007	66. Signature: 	67. LOAN NUMBER: 90588
25. Additional annual income (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 loan.) 0.00	68. Academic term: 09/2007 - 02/2008	69. Page 1 of 10 ORIGINAL	
27. Housing status <input checked="" type="checkbox"/> Rent <input type="checkbox"/> Mortgage Other, student apartment	70. QR code:		
29. School name: St. Thomas University	71. School address: 5500 Campanile Drive		
31. Grade level: <input type="checkbox"/> Freshman <input type="checkbox"/> Sophomore Junior	72. Enrollment status: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time Part-time		
33. Graduation / Completion date: (month/year) 05/2009	73. Academic term: 09/2007 - 02/2008		
35. Field of study: Business			

CampusEdge® Student Loan Promissory Note – 07/25/07 Version

Page 1 of 10

EXHIBIT 2

Student Borrower Name	Saucier, Brittany M	Student Borrower Social Security / Tax Identification Number:	
<p>Notice: If more than one person signs this Combined CampusEdge® Student Loan Application and Promissory Note ("Note"), the terms of which are contained in all pages hereof, each of us is fully and personally obligated to keep all of the promises to pay the full amount owed. The holder of this Note may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note, which may include interest charges, late fees and collection costs. Each of us is subject to the same collection methods, which may include suing us, garnishing our wages or other remedies allowed by law. You may report information about this account to credit bureaus. Late payments or other defaults on this account may be reflected in our credit reports.</p> <p>Promise to Pay: I promise to pay to you or to your order the Loan Amount shown on the Disclosure Statement, plus interest on the outstanding Loan Amount and on any unpaid interest that is added to the Loan Amount at the rate described in Section 7 of the Note, and all other charges and fees that I am obligated to pay as provided in this Note.</p> <p>Acknowledgment: I acknowledge that I have read this entire Note and have been provided with a copy of the Note to retain for my records. If I am a Co-borrower, I have received a separate copy of this Note for my records.</p> <p>Authorizations: By signing below, I agree to the terms and conditions contained in this Note. Everything disclosed in the application portion of this Note is true and correct to the best of my knowledge. The proceeds of the Loan made as a result of my application will be used only for educational purposes. I authorize Bank of America and its agents to check my credit, income, enrollment and employment history and to provide my application and any attachments to Bank of America's agents including ACS Education Services, Inc., School Loans Corporation, and any subsequent holder. I authorize Bank of America to discuss the status of my application with the Student's School on my behalf. If more than one person signs below, we intend to apply for a joint account. <i>I understand you may sell my loan to another lender. This will not affect my rights and obligations under the Note.</i></p> <p>I authorize you to make the loan proceeds payable to the person signing as Student Borrower and Co-borrower (if this is a joint application).</p>			
Student Borrower Signature: 	Co-borrower Signature: N/A		
Today's Date (mm/dd/yyyy): 09/16/2007	Today's Date (mm/dd/yyyy):		
<p>Warning: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment.</p>			

<p>I authorize you, your parent company, Bank of America Corporation (or any successor company) and Bank of America Corporation's affiliates and subsidiaries ("Affiliates") to release information about me to third parties as described in your Privacy Policy (I can access your Privacy Policy at www.bankofamerica.com/privacy or get a copy by calling you at 888-341-5000 and your Fair Credit Reporting Act notice, provided I did not opt out of the applicable policy, and as permitted by law. I authorize you and Student's School to make inquiries of or to respond to inquiries from you or me. I authorize you to release information and make inquiries of the persons I have listed on my application for the Loan for the purpose of obtaining my current address and telephone number. I also authorize you to report the following information concerning this Note and the Loan to Student's School during the term of this Note: whether or not the Loan was approved, the Loan Amount, the current outstanding balance of the Loan, and any data provided on the application for the Loan or this Note and any attachments thereto. I also agree that you may release information to comply with governmental reporting or legal processes which you reasonably believe may be required, whether or not such release is in fact required, or when necessary or helpful in completing a transaction or when investigating a loss or potential loss.</p>	
Student Borrower Signature: 	Co-borrower Signature: N/A
Printed Name: Brittany Saucier	Printed Name:
Today's Date (mm/dd/yyyy): 09/16/2007	Today's Date (mm/dd/yyyy):

CampusEdge® Student Loan: Document Checklist		Return all paperwork to our Processing Center. If documentation is not legible by fax, our processing center will ask for copies by mail.								
Prepared for: <insert Borrower full name> <insert Co-borrower full name> Application ID# <insert applID>		Fax Number: 1.310.776.7276 Mailing Address: Student Loan Processing Center 10960 Wilshire Blvd, Ste 1050 Los Angeles, CA 90024								
In order to expedite a final decision on your loan: 1) Collect documentation from each section <u>and</u> 2) Return all paperwork to our processing center										
<p>1. Income Documentation</p> <p><input checked="" type="checkbox"/> One piece enclosed for Borrower <u>OR</u> Co-borrower</p> <p>Requirements:</p> <ul style="list-style-type: none"> ✓ Must be legible, current and applicable to the income information listed on the Application. ✓ Borrowers applying alone must meet a minimum annual income requirement. ✓ If applying with a Co-borrower, Co-borrower must meet a minimum annual income requirement. In this case, there is <u>no income requirement</u> for the Student Borrower. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Employment Income:</td> <td> <ul style="list-style-type: none"> • Pay stub less than 45 days old. Pay stub must have the following information: <ul style="list-style-type: none"> ✓ Name of the employer ✓ Name of the employee ✓ Date of pay period ✓ Gross & Net pay for the pay period ✓ Year-to-date Gross & Net pay (Prior to March 1, also provide December pay stub) • Most recent signed tax return with all supporting schedules • Appropriate Internal Revenue Services (IRS) documentation </td> </tr> <tr> <td style="width: 15%;">Self-employment Income:</td> <td></td> </tr> <tr> <td style="width: 15%;">For income from another source:</td> <td></td> </tr> </table> <p>2. Enrollment Documentation</p> <p><input checked="" type="checkbox"/> One piece enclosed</p> <p>Requirements:</p> <ul style="list-style-type: none"> ✓ Must document that Student Borrower is enrolled at the school listed on the Application. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">Documentation Options:</td> <td style="width: 85%;"> Please provide ONE copy of the following: <ul style="list-style-type: none"> • Financial aid award letter (less than 60 days old) • School tuition bill for upcoming / current academic term • School transcript • Official registration document • Acceptance letter on school letterhead </td> </tr> </table>			Employment Income:	<ul style="list-style-type: none"> • Pay stub less than 45 days old. Pay stub must have the following information: <ul style="list-style-type: none"> ✓ Name of the employer ✓ Name of the employee ✓ Date of pay period ✓ Gross & Net pay for the pay period ✓ Year-to-date Gross & Net pay (Prior to March 1, also provide December pay stub) • Most recent signed tax return with all supporting schedules • Appropriate Internal Revenue Services (IRS) documentation 	Self-employment Income:		For income from another source:		Documentation Options:	Please provide ONE copy of the following: <ul style="list-style-type: none"> • Financial aid award letter (less than 60 days old) • School tuition bill for upcoming / current academic term • School transcript • Official registration document • Acceptance letter on school letterhead
Employment Income:	<ul style="list-style-type: none"> • Pay stub less than 45 days old. Pay stub must have the following information: <ul style="list-style-type: none"> ✓ Name of the employer ✓ Name of the employee ✓ Date of pay period ✓ Gross & Net pay for the pay period ✓ Year-to-date Gross & Net pay (Prior to March 1, also provide December pay stub) • Most recent signed tax return with all supporting schedules • Appropriate Internal Revenue Services (IRS) documentation 									
Self-employment Income:										
For income from another source:										
Documentation Options:	Please provide ONE copy of the following: <ul style="list-style-type: none"> • Financial aid award letter (less than 60 days old) • School tuition bill for upcoming / current academic term • School transcript • Official registration document • Acceptance letter on school letterhead 									
<p>3. Identification Documentation</p> <p><input checked="" type="checkbox"/> One piece enclosed for Borrower <u>AND</u> any Co-borrower</p> <p>Requirements:</p> <ul style="list-style-type: none"> ✓ Identification for Student Borrower AND any Co-borrower. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Documentation Options:</td> <td style="width: 55%;"> Please provide ONE copy of the following: <ul style="list-style-type: none"> • Driver's license • State / U.S. government issued ID • Social Security / Tax ID card </td> </tr> </table>			Documentation Options:	Please provide ONE copy of the following: <ul style="list-style-type: none"> • Driver's license • State / U.S. government issued ID • Social Security / Tax ID card 						
Documentation Options:	Please provide ONE copy of the following: <ul style="list-style-type: none"> • Driver's license • State / U.S. government issued ID • Social Security / Tax ID card 									
<p>4. U.S. Residency & Visa Documentation (Not Required for U.S. Citizens)</p> <p><input checked="" type="checkbox"/> One piece enclosed for <u>EACH</u> Permanent Resident</p> <p><input checked="" type="checkbox"/> Two pieces enclosed for International Student Borrower</p> <p>Requirements:</p> <ul style="list-style-type: none"> ✓ Must document lawful residency for any non-U.S. Citizen Borrower or Co-borrower. ✓ International students must apply with a Co-borrower that is a U.S. Citizen or Permanent Resident. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 45%;">Documentation Options:</td> <td style="width: 55%;"> <ul style="list-style-type: none"> • Permanent Resident: CIS Form I 551 (green card) • International Student: <ul style="list-style-type: none"> ✓ Copy of passport <u>AND</u> ✓ One of the following: I-20 ID, I-94, F-1, OR J-1 visa </td> </tr> </table>			Documentation Options:	<ul style="list-style-type: none"> • Permanent Resident: CIS Form I 551 (green card) • International Student: <ul style="list-style-type: none"> ✓ Copy of passport <u>AND</u> ✓ One of the following: I-20 ID, I-94, F-1, OR J-1 visa 						
Documentation Options:	<ul style="list-style-type: none"> • Permanent Resident: CIS Form I 551 (green card) • International Student: <ul style="list-style-type: none"> ✓ Copy of passport <u>AND</u> ✓ One of the following: I-20 ID, I-94, F-1, OR J-1 visa 									
<p>5. Signed Application</p> <p><input checked="" type="checkbox"/> One piece enclosed</p> <p>Requirements:</p> <ul style="list-style-type: none"> ✓ Pages 1-2 must be complete, signed and dated by the Borrower <u>AND</u> any Co-borrower. <p>Questions?</p> <p>Call: 1.888.852.6563 Email: customer_service@campusedge.bankofamerica.com</p>										

CampusEdge® Student Loan Application and Promissory Note		Program Identification
CampusEdge® student loans <input type="checkbox"/> Undergraduate Print using dark ink or type. The application must be signed and dated by the Student Borrower and Co-borrower, if applicable. Do not leave any blanks. If the question is not applicable to you, please mark as N/A.		
Part 1. Student Borrower 1. Full name: (last, first, middle)		Part 4. Co-borrower 36. Full name: (last, first, middle)
2. Social security or tax identification number:	3. Date of birth: (mm/dd/yyyy)	37. Social security or tax identification number: 38. Date of birth: (mm/dd/yyyy)
4. Government issued photo ID (e.g. drivers license, state ID): Type: _____ State: _____ Number: _____ Issue Date: _____ Exp Date: _____		39. Government issued photo ID (e.g. drivers license, State ID): Type: _____ State: _____ Number: _____ Issue Date: _____ Exp Date: _____
5. Permanent (home) address: (no P.O. Boxes)	City, State, Zip, Country:	40. Permanent address: (no P.O. Boxes) City, State, Zip, Country
6. Length at permanent residence: Years:	7. Previous (home) address, if less than 1 year: Years:	41. Length at permanent residence: Years:
8. Mailing address:	City, State, Zip:	42. Previous address, if less than 1 year: Years:
9. Permanent (home) phone number: ()	10. Alternate phone number: ()	43. Mailing address: City, State, Zip:
11. Temporary phone number at school: ()	12. Email address:	44. Home phone number: () 45. Alternate phone number: ()
13. Country of citizenship:	13.a. If not U.S. Citizen, please indicate status: <input type="checkbox"/> International Student <input type="checkbox"/> Permanent Resident #:	46. Email address:
14. If granted credit under different name, please supply: 15. Student reference name: (last, first, middle)	16. Relationship to student:	47. Country of citizenship: 47.a If not U.S. Citizen, please indicate residency status: <input type="checkbox"/> Permanent Resident #:
17. Permanent (home) address: (no P.O. Boxes)	City, State, Zip:	48. If granted credit under different name, please supply: 49. Co-borrower reference name: (last, first, middle)
18. Permanent phone number: ()	19. Email address:	50. Relationship to co-borrower:
Part 2. Student – Employment, Income and Expenses 20. Current employer / Company name: 21. Length at current employment: Years: 22. Employer address: (no P.O. Boxes) 23. Employment / Occupation: (if "full time Student" please indicate) 24. Employer phone number: () 25. Annual employment income: \$ 26. Additional annual income (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 loan.) \$ Source: 27. Housing status <input type="checkbox"/> Rent <input type="checkbox"/> Mortgage 28. Annual housing payment: \$ <input type="checkbox"/> Other, please specify:		
Part 3. School Information 29. School name: 30. School address: 31. Grade level: <input type="checkbox"/> First Year <input type="checkbox"/> Second Year 32. Enrollment status: <input type="checkbox"/> Full-Time <input type="checkbox"/> Half-Time <input type="checkbox"/> Third Year <input type="checkbox"/> Fourth Year <input type="checkbox"/> Fifth Year + 33. Graduation / Completion date: (mm/yyyy) 34. Academic term: (mm/yyyy – mm/yyyy) From: _____ To: _____ 35. Field of study:		
Part 5. Co-borrower – Employment, Income and Expenses 54. Current employer/ company name: 55. Length at current employment Years: 56. Employer address: (no P.O. Boxes) 57. Employment / Occupation: 58. Employer phone number: () 59. Annual employment income: \$ 60. Additional annual income (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 loan.) \$ Source: 61. Housing status <input type="checkbox"/> Rent <input type="checkbox"/> Mortgage 62. Annual housing payment: \$ <input type="checkbox"/> Other, please specify:		
Part 6. Loan and Repayment Information 63. Amount requested (Minimum \$2,500. Amount to cover educational expenses only) \$ 64. Repayment plan: (please read Section 10 for more details) <input type="checkbox"/> Immediate Repayment of Principal and Interest <input type="checkbox"/> Immediate Interest Only Repayment <input type="checkbox"/> Fully Deferred Repayment <input type="checkbox"/> Graduated Repayment		

Student Borrower Name	Student Borrower Social Security / Tax Identification Number:
-----------------------	---

Part 7. Signature(s) - To be completed and signed by the Student Borrower and Co-borrower.

Notice: If more than one person signs this Combined CampusEdge® Student Loan Application and Promissory Note ("Note"), the terms of which are contained in all pages hereof, each of us is fully and personally obligated to keep all of the promises to pay the full amount owed. The holder of this Note may enforce its rights under this Note against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note, which may include interest charges, late fees and collection costs. Each of us is subject to the same collection methods, which may include suing us, garnishing our wages or other remedies allowed by law. You may report information about this account to credit bureaus. Late payments or other defaults on this account may be reflected in our credit reports.

Promise to Pay: I promise to pay to you or to your order the Loan Amount shown on the Disclosure Statement, plus interest on the outstanding Loan Amount and on any unpaid interest that is added to the Loan Amount at the rate described in Section 7 of the Note, and all other charges and fees that I am obligated to pay as provided in this Note.

Acknowledgment: I acknowledge that I have read this entire Note and have been provided with a copy of the Note to retain for my records. If I am a Co-borrower, I have received a separate copy of this Note for my records.

Authorizations: By signing below, I agree to the terms and conditions contained in this Note. Everything disclosed in the application portion of this Note is true and correct to the best of my knowledge. The proceeds of the Loan made as a result of my application will be used only for educational purposes. I authorize Bank of America and its agents to check my credit, income, enrollment and employment history and to provide my application and any attachments to Bank of America's agents including ACS Education Services, Inc., School Loans Corporation, and any subsequent holder. I authorize Bank of America to discuss the status of my application with the Student's School on my behalf. If more than one person signs below, we intend to apply for a joint account. **I understand you may sell my loan to another lender. This will not affect my rights and obligations under the Note.**

I authorize you to make the loan proceeds payable to the person signing as Student Borrower and Co-borrower (if this is a joint application).

Student Borrower Signature:	Co-borrower Signature:
Today's Date (mm/dd/yyyy):	Today's Date (mm/dd/yyyy):
Warning: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties which may include fines or imprisonment.	

Privacy; Information Sharing (see Section 19)

I authorize you, your parent company, Bank of America Corporation (or any successor company) and Bank of America Corporation's affiliates and subsidiaries ("Affiliates") to release information about me to third parties as described in your Privacy Policy (I can access your Privacy Policy at www.bankofamerica.com/privacy or get a copy by calling you at 888-341-5000 and your Fair Credit Reporting Act notice, provided I did not opt out of the applicable policy, and as permitted by law. I authorize you and Student's School to make inquiries of or to respond to inquiries from you or me. I authorize you to release information and make inquiries of the persons I have listed on my application for the Loan for the purpose of obtaining my current address and telephone number. I also authorize you to report the following information concerning this Note and the Loan to Student's School during the term of this Note: whether or not the Loan was approved, the Loan Amount, the current outstanding balance of the Loan, and any data provided on the application for the Loan or this Note and any attachments thereto. I also agree that you may release information to comply with governmental reporting or legal processes which you reasonably believe may be required, whether or not such release is in fact required, or when necessary or helpful in completing a transaction or when investigating a loss or potential loss.

Student Borrower Signature:	Co-borrower Signature:
Printed Name:	Printed Name:
Today's Date (mm/dd/yyyy):	Today's Date (mm/dd/yyyy):

**IMPORTANT FEDERAL AND STATE NOTICES:
READ THESE NOTICES BEFORE SIGNING THE PROMISSORY NOTE**

The following federal and state notices contain important information. I will keep these notices and the copy of the Combined CampusEdge® Student Loan Application and Promissory Note for my records.

IMPORTANT INFORMATION ABOUT NEW ACCOUNT OPENING PROCEDURES

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 me: When I apply for or open an account, you will ask for the following information: name, address, date of birth, Social Security Number, and other information that will allow you to identify me. At times, you may ask for supporting identification documents.

Student Borrower: You will be a borrower of this loan, should it be approved, on the condition you are a U.S. Citizen or Permanent Resident and of legal age in your state of residence which is 18 in all states except the following: Alabama and Nebraska -19 years old, Mississippi and Puerto Rico - 21 years old. If a Student: (1) does not meet the above criteria, or (2) does meet the above criteria, but in his or her determination, lacks sufficient income or credit history to qualify for a loan on his or her own, the Student should apply with a creditworthy Co-borrower. All Borrowers must complete and sign the Note. Both a Student Borrower and any Co-borrower will be obligated to repay the loan, if it is approved. Any Student who: (a) is a U.S. citizen or Permanent Resident; (b) is of legal age to contract, and; (c) wishes to rely only upon his or her own income and credit history, and not that of a Co-borrower, may apply for a loan in the Student's name alone.

READ THIS ENTIRE NOTE BEFORE YOU SIGN IT. YOU ARE ENTITLED TO A COPY OF THE DOCUMENTS YOU SIGN. YOU MAY PREPAY THE UNPAID BALANCE AT ANY TIME WITHOUT PENALTY, AND MAY BE ENTITLED TO A REFUND OF UNEARNED CHARGES IF REQUIRED BY APPLICABLE LAW.

The Notice immediately below applies only to loans made to finance educational expenses at for-profit schools or schools otherwise subject to the Federal Trade Commission Holder Rule (16 C.F.R. Section 433.2, as amended), and only if the "Amount Financed" shown on the Disclosure Statement is \$25,000 or less:)

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

California Residents: I have the right to prohibit the use of information contained in my credit file in connection with transactions not initiated by me. I may exercise this right by notifying the consumer credit reporting agency. A married applicant may apply for a separate account. If you take any adverse action as defined by Section 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, I have the right to obtain within 60 days a free copy of my consumer credit report from the consumer reporting agency who furnished you my consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. I have the right as described by Section 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency.

YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF INSTRUCTION ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS SCHOOL, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE

California and Utah Residents: As required by California and Utah law, I am hereby notified that a negative credit report reflecting on my credit record may be submitted to a credit reporting agency if I fail to fulfill the terms of my credit obligations.

Iowa, Kansas and Nebraska Residents: (For purposes of the following notice, the word "you" refers to the Student and any additional Borrowers, not the Lender) **NOTICE TO CONSUMER.**

THIS IS A CONSUMER CREDIT TRANSACTION. 1. DO NOT SIGN THE NOTE BEFORE YOU READ THIS CREDIT AGREEMENT. 2. YOU ARE ENTITLED TO A COPY OF THE NOTE. 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.

Maryland Residents: In Paragraph 18.k. of the Note, Lender and I have agreed that the Note is governed by federal law and the laws of California, without regard to conflict of laws rules; if any court should nevertheless determine that the Note is subject to Maryland laws concerning credit, then only to the extent that Maryland law applies, Lender and I agree and elect that this loan is made under and governed by Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland, except as preempted by federal 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.

Nevada Residents: This is a loan for study.

New Jersey Residents: The section headings of this Note are a table of contents and not contract terms. The portions of this Note that describe actions that may be taken to the extent of applicable law describe acts or practices permitted or required by federal or New Jersey law. In this Note, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by federal or New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by federal or New Jersey law.

Maine, New York, Rhode Island and Vermont Residents: A consumer report (credit report) may be obtained from a consumer-reporting agency (credit bureau) in connection with this loan. If I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports. If you agree to make this loan to me, a consumer credit report may be requested or used in connection with renewals or extensions of any credit for which I have applied, reviewing my loan, taking collection action on my loan, or legitimate purposes associated with my loan.

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.

Wisconsin Residents: For married Wisconsin residents, my signature on the Note confirms that this loan obligation is being incurred in the interest of my 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 agreement, statement, or decree or has actual knowledge of the adverse provision when the obligation to the Lender is incurred. If the loan for which I am applying is granted, my spouse will also receive notification that credit has been extended to me.

CampusEdge® Student Loan Promissory Note

Terms and Conditions

Unless otherwise indicated, the words "Borrower", "Student Borrower", "Co-borrower", "Joint Borrower", "Cosigner", "I", "me", "us", "we", "our," "my" and "mine" mean the person(s) who signed this Combined CampusEdge® Student Loan Application and Promissory Note ("Note"). The words "you", "your", and "yours" mean Bank of America, N.A., its successors and assigns, and any other holder of this Note. Capitalized terms used in this Note shall have the meanings given to them in Section 6, Definitions, or as defined elsewhere in this Note.

1. DESCRIPTION OF THE PROGRAM

Under this CampusEdge® Student Loan Program (the "Loan Program"), subject to the terms of this Note, I may borrow amounts to pay Student's Cost of Attendance at Student's School (the "Loan"). This Note sets forth the terms and conditions of the Loan.

2. PROMISE TO PAY

I promise to pay to you or to your order the Loan Amount shown on my Disclosure Statement, plus interest on the outstanding Loan Amount and on any unpaid interest that is added to the Loan Amount at the rate described in Section 7 below, and all other charges and fees that I am obligated to pay as provided in this Note.

3. LOAN DISBURSEMENT

Subject to the terms and conditions of this Note, you will disburse an amount equal to the Amount Financed, as shown on my Disclosure Statement, in one disbursement. You will send me a check in the Loan Amount (less any Loan Origination Fee I owe you in connection with the Loan Amount), which may be jointly payable to Student Borrower and any Joint Borrower, if applicable. Interest shall begin to accrue on the Loan Amount on the Disbursement Date.

4. DOCUMENTATION; DISCLOSURES

I will receive a copy of this Note and a Disclosure Statement in connection with the Loan on or before the Disbursement Date. The Disclosure Statement will contain information regarding my Loan Amount, the percentage amount of any Loan Origination Fee that will be assessed on the Disbursement Date, and my repayment schedule, if applicable. I will review the Disclosure Statement upon receiving it and will contact you (or your agent) immediately (and in no event later than one (1) business day before the Disbursement Date) if I have any questions or if I do not want to accept the Loan. The terms of the Disclosure Statement relating to the Loan are incorporated into and made a part of this Note.

5. CONDITIONS FOR MAKING LOAN

When you receive this Note signed by me, you are not agreeing to lend me any money and there will be no such agreement until you provide me a Disclosure Statement. Based upon an evaluation of my credit qualifications, which you may perform as part of your review of my application for a loan, you have the right (a) not to make a Loan to me or (b) to lend an amount less than the amount I request. I understand and agree that I am eligible to receive a loan under the Loan Program only if I satisfy the Eligibility Requirements on the Disbursement Date and have provided you evidence of Student's enrollment at Student's School.

6. DEFINITIONS

- a. "*Amount Financed*" is the amount disbursed to me or on my behalf under the terms of this Note.
- b. "*Cost of Attendance*" is tuition and other reasonable education expenses, including, but not limited to, room and board, fees, books, personal computer, supplies and equipment, laboratory expenses, transportation and commuting costs, and other education-related personal expenses of Student at Student's School.
- c. "*Disbursement Date*" is any date on which you lend me money, as follows. In the case of an electronic transfer, the Disbursement Date is the date funds are transferred to me or to any third party on my behalf; in the case of a check issued by you to me or to any third party on my behalf, the Disbursement Date is the date of the check.
- d. "*Disclosure Statement*" is a Truth-in-Lending Act Disclosure Statement setting forth the information required by the federal Truth-in-Lending Act or as otherwise required by applicable law, or any similar disclosure statement that you may provide when a written disclosure statement is not required under such laws, and that provides additional information. You will provide a Disclosure Statement with my approval letter.
- e. "*Eligibility Requirements*" Enrollment on at least a half-time basis in a degree program offered by a School that, as of the Disbursement Date, Bank of America has determined qualifies for the Loan Program.
- f. "*Loan*" means the CampusEdge® student loan made under this Note.
- g. "*Loan Amount*" is the sum of the Amount Financed plus the Loan Origination Fee I owe you in connection with the Loan.
- h. "*Note*" means this Combined CampusEdge® Student Loan Application and Promissory Note, and includes the terms of the Disclosure Statement relating to the Loan, which are incorporated into and made a part of this Note.
- i. "*Payment Due Date*" is any date on which the borrower owes payment on the Loan.
- j. "*Repayment Commencement Date*" is: (1) if I selected either of the Immediate Repayment Options (see Section 10(a) and 10(b) below), within 65 days after the Disbursement Date; or (2) if I selected either of the Deferment Options (see Sections 10(c) and 10(d) below), the earliest of the following:
 - (i) Six months following Student's graduation;
 - (ii) Six months after Student no longer meets the Eligibility Requirements;
 - (iii) 84 months after the Disbursement Date;
- k. "*Repayment Period*" is the period during which I must repay my Loan by making monthly payments of principal and interest (or, if I selected either of the Interest-Only Options described in Sections 10(b) and 10(d) below, the period during which I must repay my Loan by making monthly payments of principal and/or interest). The Repayment Period starts on the Repayment Commencement Date and ends: (i) 240 months thereafter if the outstanding balance of my Loan is \$15,000 or less as of such date, or (ii) 300 months thereafter if the outstanding balance of my Loan is over \$15,000 as of such date.
- l. "*Student*" is the person identified as the Student or the Student Borrower in this Note.
- m. "*Student's School*" is the college, university, other post-secondary institution or school that is an approved school under the Loan Program as of the Disbursement Date and at which the Student is or will be enrolled, as identified by Student in the application Student submitted to obtain the Loan.

7. VARIABLE INTEREST RATE

Interest will be charged on the outstanding unpaid balance of the Loan Amount starting on the Disbursement Date until the date this Note is fully repaid, whether before or after maturity, and whether

before or after default. I will pay interest at rates determined in accordance with this Section 7. The interest rates I will pay will change in accordance with this Section 7. Interest will accrue on the basis of a 365-day year (366 days in leap years) for the actual number of days elapsed. The interest rate may change on the first calendar day of each month (each a "Change Date"). The interest rate is based on the one-month London InterBank Offered Rate ("LIBOR") as published in the "Money Rates" section of *The Wall Street Journal* ("Index"). If *The Wall Street Journal* is not published or the Index is not given, the Index will be the immediately preceding Index. If the Index is discontinued or substantially altered, I agree that you may choose another comparable index.

My "Margin" will be set forth on the Disclosure Statement. The "Current Index" is the Index most recently available on the first business day of the month before a Change Date. On each Change Date, you will calculate my "Variable Interest Rate" by adding the Current Index to my Margin. This will be my new Variable Interest Rate on the Note until the next Change Date. Thus, the sum of the Index and Margin shall be the Variable Interest Rate I will pay until the next Change Date.

Compounded Interest: At the close of business each March, June, September and December during any period when my interest payments are deferred (see Sections 10(c) and 10(d) below), and on the day that my monthly payments of principal and interest commence during that deferment period, you will add any accrued and unpaid interest to the outstanding balance of my Loan and it will accrue interest. Thus, I will pay interest on the accrued interest; this is commonly referred to as compounded interest.

8. LOAN ORIGINATION FEE

I agree to pay a Loan Origination Fee for the Loan equal to the Amount Financed multiplied by the Loan Origination Fee percentage, both as shown on my Disclosure Statement. You will add the amount of the Loan Origination Fee to the "Amount Financed" shown on my Disclosure Statement on the Disbursement Date, and the resulting sum shall be my Loan Amount. Interest will accrue on the Loan Origination Fee starting on the Disbursement Date until it is repaid in full. I will not be entitled to any refund of the Loan Origination Fee after the Disbursement Date unless the Loan is canceled pursuant to Section 16 below.

9. LATE PAYMENT CHARGE

If I do not pay any scheduled monthly payment in full within 15 calendar days after it is due, I will pay a late payment charge of \$5.00 or 5.00% of the unpaid payment amount, whichever is more, but in no event more than the amount allowed by applicable law.

10. REPAYMENT

I agree to repay my Loan in accordance with the Repayment Option checked in Section III of the application portion of this Note, described more fully below. Each Repayment Option is subject to the provisions of Sections 10(e) and 10(f) below.

a. **Immediate Repayment of Principal and Interest Option.** I will repay the outstanding balance of my Loan by making monthly payments of principal and interest starting within 65 days after the Disbursement Date. Each payment will be in the amount necessary to fully repay the then-current outstanding balance of my Loan, together with interest at the then-applicable interest rate, in substantially equal installments by the end of the Repayment Period.

b. **Immediate Interest-Only Repayment Option.** Starting within 65 days after the Disbursement Date, I will make monthly payments of interest only for a period of 48 months. Starting on the 49th month, I will make monthly payments of principal and interest. Each payment will be in the amount necessary to fully repay the then-current outstanding balance of my Loan, together with interest at the then-applicable interest rate, in substantially equal installments by the end of the Repayment Period.

c. **Fully Deferred Repayment Option.** I will make no payment until the Repayment Commencement Date. Starting on the Repayment Commencement Date, I will make monthly payments of principal and interest, each of which will be in the amount necessary to fully repay the then-current outstanding balance of my Loan, together with interest at the then-applicable interest rate, in substantially equal installments by the end of the Repayment Period.

d. **Graduated Repayment Option.** I will make no payment until the Repayment Commencement Date. Starting on the Repayment Commencement Date, for a 24-month period, I will make monthly payments of interest only. Starting on the 25th month after the Repayment Commencement Date, I will make monthly payments of principal and interest, each of which will be in the amount necessary to fully repay the then-current outstanding balance of my Loan, together with interest at the then-applicable interest rate, in substantially equal installments by the end of the Repayment Period.

e. **Payment Terms.** The outstanding balance of my Loan and all accrued and unpaid interest shall be due and payable in full on or before the date the final payment is due, which date is set forth on a Disclosure Statement. My monthly payments will be due as indicated on my monthly billing statements; provided, however, I will make a monthly payment on the same day each month and if I do not receive a monthly billing statement I will call 800-835-4611 or such other number that you may provide to me to find out the amount due, and I will promptly notify you if I do not receive such a statement. Payments received will be applied first to collection costs, then to late charges and other fees and charges, then to accrued interest, then to principal. Because interest accrues daily on the outstanding

balance of my Loan, if I do not make my monthly payment on time, I may owe more interest than I would owe if I had made my payment on time. Notwithstanding any other provision of this Note, if the monthly payment which would otherwise be due during the Repayment Period for the Loan is less than \$50.00, I agree to pay a minimum monthly payment of \$50.00 or the unpaid balance of the Loan, whichever is less. Additional periods of deferment and/or forbearance will extend the term of my Loan.

f. **Variable Interest Rate Changes.** The amount of my monthly payment may change monthly if the Variable Interest Rate changes, as described in Section 7 above. Upon any change in the Variable Interest Rate, the monthly payment due will change as follows: (i) for interest-only payments, the payments will be adjusted to pay interest accrued each month at the then-current Variable Interest Rate; and (ii) for payments of principal and interest, the amount of the monthly payments will be adjusted to fully repay the then-current outstanding balance of my Loan, together with interest at the then-current Variable Interest Rate, in substantially equal installments by the end of the Repayment Period. My monthly payment amount will change on the first Payment Due Date after any Change Date on which the interest rate changed.

11. RIGHT TO PREPAY

I have the right to prepay all or any part of my Loan at any time without penalty. A partial prepayment will not relieve me of my obligation to continue to make my regular monthly payments until this Note is repaid in full. My monthly payment amount may change due to a partial prepayment beginning with the first Payment Due Date after the first Change Date following the partial prepayment. However, any such change may be offset by the interest rate change that occurs on that Change Date.

12. DEFAULT.

I will be in default if:

- a. You do not receive any scheduled payment when due.
- b. You do not receive any other amount payable under the terms of this Note when due.
- c. I make an assignment for the benefit of creditors, have voluntary or involuntary bankruptcy proceedings instituted by or against me, or die.
- d. I have made or make any false written statement in any document submitted to you in connection with my application for the Loan or in any communication regarding this Note or the Loan.
- e. I break any of my other promises under this Note.
- f. I fail to notify you in writing within 30 days after the date any one of the following events occurs: (a) any change of my name or address; or (b) Student's transfer, withdrawal, or graduation from Student's School; or (c) the fact that Student is no longer enrolled at least half-time in the intended degree program at Student's School.
- g. I am in default under the terms of any other loan I have with you.

Following any of the above events, you will have all the rights the law allows. This includes, without limitation, upon giving any notice to me required by applicable law, the right to declare immediately due and payable in full the entire outstanding balance of this Note, including accrued interest and all other amounts payable to you under the terms of this Note. In addition, following any of the above events, you may apply funds and other property of mine in your possession or control, including without limitation funds in deposit accounts I have with you, to whatever I owe you under this Note, without any advance notice to me, unless prohibited by applicable law, as set forth in the Bank of America Deposit Agreement and Disclosures and/or any other applicable agreement I may have with you now or in the future (as any such agreement may be amended from time to time).

If I do not receive a monthly statement, I am not relieved of my responsibility and obligation to make payments in accordance with the terms and conditions of this Note. Your acceptance of any payment, in whole or in part, or of any delinquent amount will not waive or affect any prior acceleration of this Note. Interest will continue to accrue after default at the applicable rate specified in Section 7 above until this Note is paid in full. If I am in default, I will pay your reasonable costs of collection, including attorneys' fees, to the extent permitted by law.

13. USE OF PROCEEDS; DISCHARGABILITY

I represent and agree that the proceeds of the Loan made under this Note will be used solely for Student's Cost of Attendance at Student's School. Borrower (unless Borrower is the Student who obtained the Loan for educational expenses) and/or any Co-borrower, will not receive any proceeds of the Loan. I understand that the Loan is an educational loan and is not dischargeable in bankruptcy except pursuant to 11 U.S. Code Section 523(a)(8).

14. CORRECTION OF ERRORS

All parties to this Note agree that they will fully cooperate and adjust any typographical, computer, calculation or clerical errors discovered in this Note or the Disclosure Statement, and will execute any document necessary or appropriate to make the adjustment. In such event, all parties involved will be notified and receive a corrected copy of the document.

15. NOTICES

I will send written notice to you of any change described in Section 12(f) above within 30 days after such change. Any notice required to be given to me by you will be considered effective when (i) mailed by first class mail to the most recent address you have for Student Borrower, Borrower or Co-borrower, as applicable, in your records, or (ii) if I agree to receive notices and other communications electronically, when transmitted by electronic communication to the most recent electronic mail address you have for Student Borrower, Borrower or Co-borrower, as applicable, in your records. Unless required by applicable law, you need not give a separate notice to any Co-borrower who is not a Student.

16. CANCELLATION

My obligation to repay this Note occurs if funds are disbursed to me, or on my behalf, or at my direction to a third party, after I have received the Disclosure Statement and have failed to notify you (or your agent) at least 1 business day before the Disbursement Date that I do not want to accept the Loan. If I am not satisfied with the terms of my Loan as described on the Disclosure Statement and this Note, I may cancel this Note and any pending disbursement by contacting you (or your agent) at least by noon Pacific Time 1 business day before the Disbursement Date. In addition, I may cancel this Note and any disbursement already made within fifteen (15) days after the Disbursement Date, by returning the full Amount Financed to you within that 15-day time period, and I will have no further obligation under this Note to pay any fees or interest.

17. CREDIT INFORMATION

I authorize you to obtain credit reports on me at any time, at your sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in my financial condition. I authorize you to obtain other information deemed necessary concerning the granting and maintaining of the Loan, including the obtaining of credit bureau and other reports concerning my credit experience and other information from credit reporting agencies, creditors, any department of motor vehicles or similar state agency, my employer(s) (past, present and future), the Student's School, and other persons; all such entities may release and/or verify such information to you at any time without notification to me and without my consent.

18. ADDITIONAL AGREEMENTS

a. You may accept late payments and/or partial payments on the Loan, even if marked "paid in full" without losing your right to receive payment of all outstanding amounts under this Note or any of your other rights under this Note. No restrictive endorsement on any payment will be an accord and satisfaction of the balance due on the Loan unless you and I enter into an express written agreement to that effect. I agree not to send payments marked "paid in full," "without recourse" or with other restrictions unless they are marked for special handling and sent to you at the following address: Attention: Monetary Processing, 501 Bleecker Street, Utica, NY 13501.

b. You may delay or fail to exercise or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time or on any future occasion. You will not be required to make any demand upon me, send me any notice, present this Note to me for payment or make protest of nonpayment to me before bringing legal action to collect this Note if I am in default, and I hereby waive any right I may otherwise have to require such action, to the extent allowed by applicable law. My responsibility for paying this Note is unaffected by the liability of any other person to you or me for repayment of this Note or by your failure to notify me that a required payment has not been made. You may release any other person liable on this Note without affecting my obligations under this Note. No course of dealing by you that varies from the terms of this Note will have the effect of modifying this Note or preventing you from enforcing all of the terms of this Note as written. If there are two Borrowers on this Note, their obligations are joint and several.

c. I certify that I have not filed for bankruptcy in the past five years.

d. If, under this Note, an act or agreement must be "written" or in "writing," an act or agreement performed or provided by means of electronic communication will be considered to be "written" or in "writing," as the case may be. If, under this Note, a document must be "signed," a digital or electronic signature that complies with applicable federal law requirements or a facsimile signature will meet this requirement.

e. Should any provision of this Note be held invalid or unenforceable, in whole or in part, such provision (or part of such provision) will be considered omitted from this Note, and the validity and enforceability of the remaining provisions of this Note shall not be affected. The section headings and captions used in this Note are only for convenience and reference purposes, and do not define, limit, or affect the scope, meaning, or intent of the provisions of this Note, or in any way affect the interpretation of this Note.

f. Any modification of any provision of this Note must be agreed to in writing signed by you and me. Changes to terms provided for under this Note, including but not limited to changes in the Variable Interest Rate, are not modifications subject to this Section 18(f). No modification will affect the validity or enforceability of the remainder of this Note. Notwithstanding any other provision of this Note, you may forbear or defer payments under this Note from time to time.

g. If the charges on the Loan exceed the amount permitted to be charged by the law that governs this Note, then such charges will be reduced to such permitted amount and any excess already collected will be applied as partial prepayment of principal.

h. You may assign this Note, and the Loan made hereunder, at any time without notice to me. I may not assign this Note, the Loan made under this Note, or any of its benefits or obligations, and my obligations under this Note will be binding on my estate.

i. I understand and acknowledge that you do not in any way approve, promote or make any representations concerning Student's School. It is my responsibility to determine the quality of the education or financial stability of Student's School.

j. I agree that Student's School, in accordance with its refund policies, may pay directly to me, to you, or to whomever you direct, the amount of any refund of tuition, fees or other charges paid from the proceeds of this Note. I further agree to immediately deliver to you, or to whomever you direct, the amount of any such refund of tuition, fees or other charges that I receive, along with a written explanation of such refund. I understand that failure to complete the educational program undertaken by Student does not relieve me of any obligation under this Note.

k. You waive (give up) any right to claim a security interest in any property to secure the payment and performance of obligations under this Note. However, this waiver does not affect your right to set-off amounts I owe you against deposits and other property of mine in your possession or control, as a matter of law.

I. This Note is governed by federal law, and to the extent not preempted by federal law, the substantive law of the State of California. I acknowledge that the decision to approve the Loan application will be made in California and that Loan advances will be disbursed from California. I acknowledge that applicable law may impose certain restrictions on my Loan. For example, this Loan may not be consolidated with a federal student loan.

19. PRIVACY; INFORMATION SHARING

I authorize you, your parent company, Bank of America Corporation (or any successor company) and Bank of America Corporation's affiliates and subsidiaries ("Affiliates") to release information about me to third parties as described in your Privacy Policy (I can access your Privacy Policy at www.bankofamerica.com/privacy or get a copy by calling you at 888-341-5000 and your Fair Credit Reporting Act notice, provided I did not opt out of the applicable policy, and as permitted by law. I authorize you and Student's School to make inquiries of or to respond to inquiries from you or me. I authorize you to release information and make inquiries of the persons I have listed on my application for the Loan for the purpose of obtaining my current address and telephone number. I also authorize you to report the following information concerning this Note and the Loan to Student's School during the term of this Note: whether or not the Loan was approved, the Loan Amount, the current outstanding balance of the Loan, and any data provided on the application for the Loan or this Note and any attachments thereto. I also agree that you may release information to comply with governmental reporting or legal processes which you reasonably believe may be required, whether or not such release is in fact required, or when necessary or helpful in completing a transaction or when investigating a loss or potential loss.

Note your agreement to the terms of this promissory note by signing on Page 2.

Important Co-borrower Notices

For the purposes of the following notices only, the words "you" and "your" refer to the Co-borrower, where applicable, not to the lender.

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 bank can collect this debt from you without first trying to collect from the borrower. The bank 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.

RESIDENTS IN IOWA, NEW YORK AND SOUTH CAROLINA:

NOTICE: 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, court costs or attorney's fees, or other charges that may be stated in this Note. For New York residents only, you will also have to pay some or all of these costs and charges in this Note, the payment of which you are guaranteeing requires the Borrower to pay such costs and charges. This notice is not the Note that obligates you to pay the debt. Read this Note for the exact terms of your obligation.

IDENTIFICATION OF DEBT(S) YOU MAY HAVE TO PAY

Name of Debtor: The Borrower and Co-borrower identified on the first page of this Combined Application/Note

Name of Creditor: Bank of America, N.A., and its successors and assigns.

Date: If the loan is disbursed by check, the date of the check. If the loan is disbursed electronically, the date the creditor transmits the funds to the School.

Kind of Debt: Education loan.

Total of Payments: The Loan Amount approved (including the Loan Origination Fee), plus interest.

RESIDENTS IN VERMONT

NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS CREDIT AGREEMENT 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.

RESIDENTS IN WEST VIRGINIA

You are being asked to guarantee this debt. Think carefully before you do. If the borrower does not 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 increases 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.

RESIDENTS IN CALIFORNIA**NOTICE TO COSIGNER (Traducción 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 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.

AVISO PARA EL FIADOR (Spanish Translation Required By Law)

Se le está pidiendo que garantice esta deuda. Piénselo con cuidado antes de ponerse de acuerdo. Si la persona que ha pedido este préstamo no paga la deuda, usted tendrá que pagarla. Esté seguro de que usted podrá pagar si sea obligado a pagarla y que usted desea aceptar la responsabilidad.

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, más 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 métodos de cobranza que pueden usarse contra el deudor, podrán usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de crédito de usted.

Este aviso no es el contrato mismo en que se le echa a usted la responsabilidad de la deuda.

**Truth in Lending Act Disclosure Statement
Interim**

Note: This Disclosure is made in accordance with rules governing an interim student credit extension. An additional disclosure will be provided to you on or before the Repayment Commencement Date of your loan.

Lender: Bank of America	Borrower ID: [REDACTED]	Date: 10/02/2007				
Borrower(s): 1. Brittany Saucier 2.						
Current Index: 5.79% (in effect as of the above date)	Margin: 8.75%	Initial Interest Rate: 14.54% (in effect as of the above date)				
Loan Amount: \$22,100.00	Loan Origination Fee Percentage: 10.50%					
ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate, which may vary. <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; padding-bottom: 5px;">19.11%</td> <td style="width: 50%; text-align: center; padding-bottom: 5px;">14.54%</td> </tr> <tr> <td>Interim Period</td> <td>Repayment Period</td> </tr> </table>		19.11%	14.54%	Interim Period	Repayment Period	Amount Financed The amount of credit provided to me or on my behalf. \$20,000.00
19.11%	14.54%					
Interim Period	Repayment Period					
Variable Interest Rate: The Annual Percentage Rate and interest rate may increase as often as the first day of each month ("Change Date") during the term of this transaction. The rate will increase if the one-month London InterBank Offered Rate published in the "Money Rates" section of <i>The Wall Street Journal</i> most recently available on the first business day of the month prior to a Change Date increases. Any increase will take the form of higher monthly payments. Prepayment: If I pay off early I will not have to pay a penalty, and I will not be entitled to a refund of any Prepaid Finance Charge. Late Charge: If a payment is more than 15 days late I will be charged \$5.00 or 5.00% of the late payment amount, whichever is more. I will see my Promissory Note for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties. "e" means estimate						

ITEMIZATION OF AMOUNT FINANCED OF: \$20,000.00

Amount given to me directly	\$20,000.00
Prepaid Finance Charge (Loan Origination Fee paid to Lender)	\$2,100.00

Loan Amount equals the Amount Financed plus the Prepaid Finance Charge (Loan Origination Fee).

ACKNOWLEDGEMENT:

By endorsing and cashing, depositing, or otherwise negotiating the check that disburses the funds under the loan for which this Truth in Lending Disclosure Statement ("Disclosure Statement") is issued, I:

(1) Acknowledge that I Have received this Disclosure Statement, and

(2) Promise to pay to the order of Bank of America, N.A. all amounts due under the Note with interest at a variable interest rate described above and in Section 7 of the Note and that all amounts shall be fully repaid subject to Section 10 of the Note. Interest will begin to accrue on the Loan Amount as of the Disbursement Date, which is scheduled to be 10/02/2007.

Please refer all questions to ACS EDUCATION SERVICES, INC P.O. Box 92270 Los Angeles, CA 90009-2270 or call (866) 762-5047.

ACCOUNT STATEMENT

DATE	02/18/23
INSTITUTION/CREDITOR	STUDENT LOAN SOLUTIONS, LLC.
CONSUMERS NAME	SAUCIER, BRITTANY
COMAKER	N/A
ACCOUNT NUMBER	[REDACTED]
DATE OF CONTRACT	2007-10-02
DATE OF PROMISSORY NOTE	2007-09-16
DATE OF CHARGE OFF	2013-06-25
DATE OF LAST PAYMENT	2017-02-09
UNPAID PRINCIPAL AT THIS DATE	\$13700.76
TOTAL DUE	\$13700.76

STATE OF SOUTH CAROLINA
COUNTY OF YORK

I AFFIRM THAT, AS OF THIS DATE, THE ABOVE BALANCE IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

CHRISTOPHER P. RUH/GENERAL MANAGER

DATE

2/22/23

SWORN TO AND SUBSCRIBED BEFORE ME THIS 22 DAY OF February, 2023

NOTARY PUBLIC (SIGNATURE)

Heather Propst

NAME

MY COMISSION EXPIRES

2/8/2031



EXHIBIT 4

STATE OF SOUTH CAROLINA
COUNTY OF YORK

AFFIDAVIT IN SUPPORT OF ACCELERATED BALANCE DUE

I, Christopher P. Ruh, who, being first duly sworn according to law, deposes and says:

I am the General Manager of Student Loan Solutions, LLC (“SLS” or “Plaintiff”). As such, I am authorized to testify on behalf of SLS. I have personally reviewed the documents and I am testifying of my own personal knowledge. The matters set forth in this affidavit are based upon my personal knowledge or belief, or are reflected in documents that SLS generates and maintains in the ordinary course of business.

THE PROMISSORY NOTE: The Education Loan Agreement (the “Note”) between Bank of America, NA, and Defendant, SAUCIER, BRITTANY (“Defendant”), is a loan that was purchased by SLS on October 31, 2017. A copy of the Note is attached hereto as **Exhibit “A”** and incorporated fully herein by this reference. A Note Disclosure Statement (“Disclosure Statement”) was also provided to the Defendant. A copy of the Disclosure Statement is attached hereto as **Exhibit “B”** and incorporated fully herein by this reference.

PRINCIPAL: The principal amount of the loan includes \$20000 plus \$2100 (loan origination fee) for a total principal amount of \$22100. (**Exhibit “A”**, **Exhibit “B”**).

INTEREST CLAIMED: In the lawsuit, SLS foregoes any pre-judgment interest on the Note and seeks to recover only the principal.

INSTALLMENT SCHEDEULE: Defendant had (25.00) years to repay the \$22100 principal plus interest from 2009-12-14 through 2034-11-14. (**Exhibit “A”**, **Exhibit “B”**). Pursuant to the Note, Defendant agreed to pay the following monthly installments: 299 MONTHLY PAYMENTS OF \$234.65 AND 1 PAYMENT OF \$232.06. Pursuant to the Note, SLS, without losing any rights or remedies to recover the principal balance or post-judgment amounts, forgoes the pre-judgment interest component on each installment and only seeks to recover the principal component of each installment, which reduces the monthly installment amount from \$234.65 to \$73.66 (\$22100/ 300 = \$73.66). The principal-only installment amount has been rounded down to the nearest cent. Nothing in this affidavit waives or limits any post-judgment rights or remedies.

DEFAULT: Within the past 4 years, SLS’s records reflect no installment payments made on the Note.

ACCELERATION AND NOTICE OF ACCELERATION: Pursuant to the Note, the Holder may, at its option, give notice that the outstanding principal balance, accrued interest, and any other amounts payable under the terms of the Note are due and payable at once. SLS, as Holder, accelerated the Note for \$13700.76. SLS sent Defendant written notice of acceleration via an Acceleration Notice dated 2023-02-17. A copy of the Acceleration Notice(s) is attached hereto as **Exhibit "C"** and incorporated fully herein by this reference.

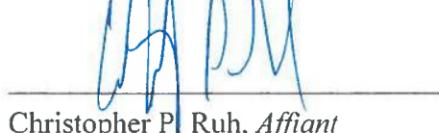
AMOUNT DUE: As of 2023-06-14, the amount due herein, foregoing applicable pre-judgment interest and excluding any amounts due more than 4 years ago, is the sum of all 186 installments due in the amount of \$73.66 each (the installment has been rounded down to the nearest cent):

$$186 \times \$73.66 = \$13700.76$$

BUSINESS RECORDS: Bank of America, N.A., regularly sells, assigns, and transfers loans to SLS. When Bank of America, N.A., sold, assigned, and transferred Defendant's Loan, it also transmitted and delivered routine, factual documents, including the documents described herein as **Exhibit "A"** and **Exhibit "B"**, to SLS, in the regular course of business. The current balance of the Loan at the time of transfer was also transmitted and delivered to SLS when the Loan was sold. SLS then entered and integrated the documents in **Exhibit "A"** and **Exhibit "B"** into its own records, in the regular course of business, and said documents became SLS's business records.

I declare under penalty of perjury under the laws of the State of AZ that the foregoing is within my personal knowledge and if called upon to testify I could competently do so.

This the 22 day of February, 2023.


Christopher P. Ruh, Affiant

Sworn to and subscribed before me

this 22 day of February, 2023.


Signature of Notary Public for South Carolina

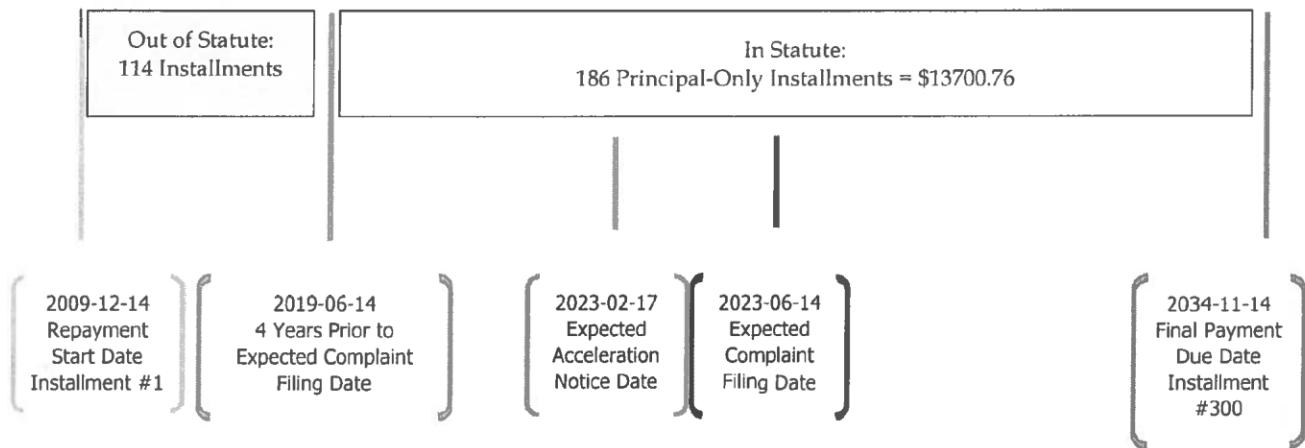
Heather Propst, Notary Public

Notary's Printed Name

My commission expires: 2/8/2031



Primary Obligors: SAUCIER, BRITTANY
Secondary Obligors: N/A
State: AZ
Account Number: [REDACTED]



- **Total Principal Amount of Note (Original Loan Amount + Loan Origination Fee): \$22100**
- **Number of Installments Per Note: 300**
- **First Installment Payment Due: 2009-12-14**
- **Final Installment Payment Due: 2034-11-14**
- **Obligor's state is AZ. The SOL in AZ is 4 years for this loan.**
- **Expected Acceleration Notice Date: 2023-02-17**
- **Expected Complaint Filing Date: 2023-06-14**
- **Date 4 Years Prior to the Expected Filing Date: 2019-06-14**
- **Time Period within the Statute of Limitations: 2019-06-14 to 2034-11-14**
- **Number of Installments within the Statute of Limitations: 186**
- **Number of Installments outside the Statute of Limitations: 114**
- **Original Monthly Installment Payment Schedule Per Note: 299 MONTHLY PAYMENTS OF \$234.65 AND 1 PAYMENT OF \$232.06**
- **Monthly Installment Reflecting Principal Only (Total Principal Amount of Note ÷ Number of Installments Per Note - rounded down to the nearest cent): \$73.66**

Accelerated Balance Due as of Expected Complaint Filing Date:
(*Monthly Installment Reflecting Principal Only × Number of Installments within the Statute of Limitations*)
\$13700.76