

REQUEST FOR JUDICIAL INTERVENTION

UCS-840 (7/2012)

SUPREME COURT, COUNTY OF Kings

Index No.: 504399/2022

Date Index Issued: 02/11/2022

For Court Clerk Use Only:

IAS Entry Date

Judge Assigned

RJI Date

CAPTION: Enter the complete case caption. Do not use et al or et ano. If more space is required, attach a caption rider sheet.

AccessLex Institute d/b/a Access Group

Plaintiff(s)/Petitioner(s)

-against-

Robert Broadhurst

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING: Check ONE box only and specify where indicated.

MATRIMONIAL

Contested

NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the **MATRIMONIAL RJI Addendum**. For Uncontested Matrimonial actions, use RJI form UD-13

COMMERCIAL

Business Entity (including corporations, partnerships, LLCs, etc.)

Contract

Insurance (where insurer is a party, except arbitration)

UCC (including sales, negotiable instruments)

Other Commercial: _____

(specify)

NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(d)], complete and attach the **COMMERCIAL DIV RJI Addendum**.

REAL PROPERTY: How many properties does the application include? _____

Condemnation

Mortgage Foreclosure (specify): Residential Commercial
Property Address: _____

NOTE: For Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the **FORECLOSURE RJI Addendum**.

Tax Certiorari – Section: _____ Block: _____ Lot: _____

Tax Foreclosure

Other Real Property: _____

(specify)

OTHER MATTERS

Certificate of Incorporation/Dissolution [see NOTE under Commercial]

Emergency Medical Treatment

Habeas Corpus

Local Court Appeal

Mechanic's Lien

Name Change

Pistol Permit Revocation Hearing

Sale or Finance of Religious/Not-for-Profit Property

Other: _____

(specify)

SPECIAL PROCEEDINGS

CPLR Article 75 (Arbitration) [see NOTE under Commercial]

CPLR Article 78 (Body or Officer)

Election Law

MHL Article 9.60 (Kendra's Law)

MHL Article 10 (Sex Offender Confinement-Initial)

MHL Article 10 (Sex Offender Confinement-Review)

MHL Article 81 (Guardianship)

Other Mental Hygiene: _____

(specify)

Other Special Proceeding: _____

(specify)

STATUS OF ACTION OR PROCEEDING: Answer YES or NO for EVERY question AND enter additional information where indicated.

YES	NO
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- Has a summons and complaint or summons w/notice been filed? If yes, date filed: 02/11/2022
- Has a summons and complaint or summons w/notice been served? If yes, date served: 03/09/2022
- Is this action/proceeding being filed post-judgment? If yes, judgment date:

NATURE OF JUDICIAL INTERVENTION:

Check ONE box only AND enter additional information where indicated.

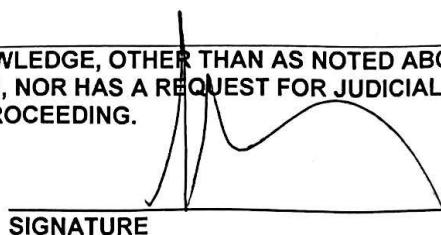
- Infant's Compromise
 Note of Issue and/or Certificate of Readiness
 Notice of Medical, Dental or Podiatric Malpractice Date Issue Joined: ___ / ___ / ___
 Notice of Motion Relief Sought: Summary Judgment Return Date: 03/28/2023
 Notice of Petition Relief Sought: ___
 Order to Show Cause Relief Sought: ___
 Other Ex Parte Application Relief Sought: ___
 Poor Person Application
 Request for Preliminary Conference
 Residential Mortgage Foreclosure Settlement Conference
 Writ of Habeas Corpus
 Other (specify): _____

RELATED CASES:				
Case Title	Index/Case No.	Court	Judge (if assigned)	Relationship to Instant Case

PARTIES: For parties without an attorney, check "Un-Rep" box AND enter party address, phone number and e-mail address in space provided.
If additional space is required, complete and attach the RJI Addendum.

Un-Rep	Parties	Attorneys and/or Unrepresented Litigants:	Issue Joined (Y/N):	Insurance Carriers(s):
	List parties in caption order and Indicate party role(s) (e.g. defendant; 3rd-party plaintiff).	Provide attorney name, firm name, business address, phone number and e-mail address of all attorneys that have appeared in the case. For unrepresented litigants, provide address, phone number and e-mail address.	Issue Joined (Y/N):	Insurance Carriers(s):
<input type="checkbox"/>	Name: Accesslex Institute d/b/a Access Group Role(s): Plaintiff	Mark H. Stein, Esq./ Karl E. Kolkmann, Esq. Attorney for Plaintiff Lacy Katzen LLP Legacy Tower, 600 Bausch & Lomb Place P.O. Box 22878 Rochester, New York 14692-2878 (585) 454-5650	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<input checked="" type="checkbox"/>	Name: Robert Broadhurst Role(s): Defendant	357 Court Street, Apt. 3 Brooklyn NY 11231	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>			<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Date: 2/5/23


SIGNATURE

2231959
ATTORNEY REGISTRATION NUMBER

Mark H. Stein, Esq.
PRINT OR TYPE NAME

STATE OF NEW YORK
SUPREME COURT

COUNTY OF KINGS

ACCESSLEX INSTITUTE D/B/A ACCESS GROUP

Plaintiff,

-vs-

ROBERT BROADHURST

NOTICE OF MOTION

Index No: 504399/2022

Defendant.

MOTION BY:

Plaintiff, ACCESSLEX INSTITUTE D/B/A ACCESS GROUP by Lacy Katzen LLP, Legacy Tower, 600 Bausch & Lomb Place, P.O. Box 22878, Rochester, New York 14692-2878.

DATE, TIME AND
PLACE OF MOTION:

March 28, 2023 at 9:30 a.m. at the Supreme Court, County of Kings, 360 Adams Street, Brooklyn, NY 11201 before the Presiding Judge.

RELIEF DEMANDED:

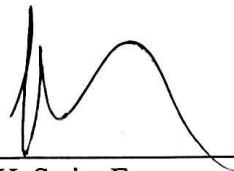
An Order pursuant to CPLR §3212 for Summary Judgment against Defendant in the amount of \$37,625.24 plus previously accrued interest of \$1,494.34, unpaid late charges in the amount of \$35.00, together with the costs and disbursements of this action, and for such other and further relief as the Court deems just and proper under the circumstances.

SUPPORTING PAPERS:

Affidavit of Christopher J. Mulvihill sworn to on November 14, 2022 and Attorney Affirmation of Mark H. Stein, Esq., dated February 5, 2023.

PLEASE TAKE NOTICE that answering affidavits and any notice of cross motion, with supporting papers, must be served upon Plaintiff's attorneys at least 7 days before the date of this Motion pursuant to CPLR §2214(b).

Dated: February 5, 2023
Rochester, New York



Mark H. Stein, Esq.
Lacy Katzen LLP
Attorneys for Plaintiff
Legacy Tower, 600 Bausch & Lomb Place
Mailing Address: P.O. Box 22878
Rochester, New York 14692-2878
Telephone: (585) 324-5775 (866) 250-2112

TO: Robert Broadhurst
357 Court Street, Apt. 3
Brooklyn NY 11231

STATE OF NEW YORK
SUPREME COURT

COUNTY OF KINGS

ACCESSLEX INSTITUTE
d/b/a ACCESS GROUP,

Plaintiff,

-vs-

**AFFIDAVIT IN SUPPORT
OF PLAINTIFF'S MOTION FOR
SUMMARY JUDGMENT**

Index No. 504399/2022

ROBERT BROADHURST.

Defendant.

STATE OF DELAWARE
COUNTY OF NEW CASTLE

Christopher J. Mulvihill, being duly sworn, deposes and says the following under penalties of perjury:

1. I am the Director of Loan Recovery and Collections for AccessLex Institute d/b/a Access Group (hereinafter, the "Plaintiff" or "Access Group") and am more than nineteen years of age. I am competent and authorized to make this Affidavit and make the statements herein based upon personal knowledge either independently possessed or acquired upon review of records maintained or controlled by Access Group in the course of regularly conducted business.

2. I make this Affidavit in support of Plaintiff's Motion for Summary Judgment against Defendant in the action captioned. "AccessLex Institute d/b/a Access Group v Robert Broadhurst"

3. Access Group is a non-profit corporation dedicated to promoting broad access to higher education. Prior to 2010, Access Group operated various education loan programs for students pursuing postsecondary education, primarily those students pursuing a graduate or

students pursuing postsecondary education, primarily those students pursuing a graduate or professional degree. In particular, Access Group entered into various agreements with National City Bank, since acquired by and operating as PNC Financial Services Group, Inc. ("PNC") to extend private, credit-based education loans to eligible students. All eligible loans were assigned to Access Group by PNC from time to time following the full disbursement of each such loan and Access Group thereby became the owner and holder of the loans.

4. In the ordinary and regular course of business and as a regular business practice, Access Group and/or the servicers and post-default collectors of its loans compile and maintain business records memorializing account activity and transactions, such as account payments, at or near the time when they occur. Access Group regularly oversees and diligently monitors loan servicing and post-default collection activities performed, respectively, by its servicers and collectors, relies on their business records and incorporates same into its own business records subject to extensive quality control, regular vendor oversight, account reconciliation and account security processes and procedures which are part of Access Group's regular course of business and with which I am also personally familiar.

5. Based on my knowledge as described above and based on my review of the subject loan records, Defendant financed his education at Columbia University School of the Arts by entering into an Access Group private educational loan agreement at Defendant's special instance and request. Defendant entered into the loan by executing and delivering the Access Group Application and Loan Agreement for Access Group Private Loan Programs and the certification and Loan Terms and Conditions referenced in the application (the "Loan Agreement"). Education loans were extended to, or on behalf of, Defendant. The lender, National City Bank, disbursed funds to, or on behalf of, Defendant to use pursuant to the terms

of the Loan Agreement.

6. I have reviewed the Loan Agreement attached hereto and state to the best of my knowledge and belief, the Loan Agreement is a true and accurate copy of the documents.

a. Exhibit "A" attached hereto is the Loan Agreement executed on September 28, 2005 referenced as Loan Number/reference number 252203.

7. Pursuant to the Loan Agreement described herein with National City Bank, Defendant's educational loans was assigned to Access Group a short time after it was funded. Defendant's educational loan was in good standing and not in default when assigned to Access Group. Access Group is the owner and holder of Defendant's loan.

8. The file copy of the original assignment of the specific loan in issue was not found in the loan file. I conducted a diligent search of Plaintiff's records specifically relating to the loan to Defendant and had other Plaintiff employees under my supervision conduct independent searches. The file copy of the assignment of the loan could not be found and no record could be found that indicated that the file copy had been inserted in the electronic records of Defendant's loan. My affidavit of a lost, destroyed or misplaced loan is annexed as Exhibit "B." A careful search of Plaintiff's records disclosed there is no record of Plaintiff having transferred, released, intentionally destroyed or otherwise disposed of its interests in the loan to Defendant or any part of such loan.

9. Defendant failed to comply with the repayment terms of all the Loan Agreements and thereby breached the terms of the Loan Agreements.

10. I have reviewed the combined Loan History Details attached hereto as Exhibit "C" and state to the best of my knowledge and belief, the Loan History Details is a true and accurate copy of the Loan History Details transaction history for the loan through March 24, 2012. I have also reviewed the Financial Transaction Summary attached hereto for the loan

which outlines the transaction history for the loan beginning April 19, 2012 through April 11, 2018 and state to the best of my knowledge and belief, the Financial Transaction Summary is a true and accurate copy of the document.

- a. Exhibit "D" attached hereto is the Financial Transaction Summary for Loan Number/reference number 252203.

11. I further reviewed the Borrower Transaction History which outlines the transaction history starting on April 19, 2018 and thereafter and state to the best of my knowledge and belief, the Borrower Transaction History is a true and accurate copy of the document.

- a. Exhibit "E" attached hereto is the Borrower Transaction History for Loan Number/reference number 252203.

12. As of the date of this Affidavit, Defendant owes the following as a result of her breaches:

- a. Loan number/reference number 252203 in the amount of \$37,625.24 together with interest in the amount of \$1,494.34 and associated costs in the amount of \$35.00 for a total of \$39,154.58.

13. I have read the Defendant's Answer. The computation of the amount due is set forth in the exhibits annexed to this Affidavit. All payments received have been set forth together with sums applied to principal, interest and late charges. All changes in interest rates are reflected and have been included in the computation of the amount due. All accruals of interest and capitalization of accrued interest after graduation (see Exhibit C entry for December 23, 2010 as provided in Exhibit A, Loan Terms at ¶D.3) are set forth.

14. Defendant's affirmative defense alleging Plaintiff is not the real party in interest has no merit. From time to time, Plaintiff retained loan servicers including Kentucky Higher Education Services Corp. and Conduent to service the loan. Plaintiff itself has serviced loan after

April 19, 2018. Plaintiff has used the service of Weltman, Weinberg & Reis, LPA attorneys for legal services and retained Lacy Katzen LLP to bring this action. Plaintiff has been the sole owner of the loan agreement at all times in issue.

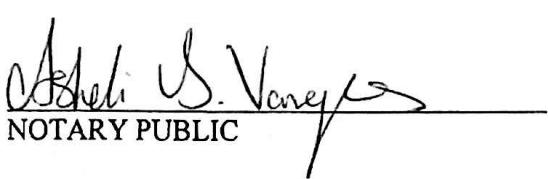
15. There is no merit to Defendant's claims of waiver and estoppel. There have been no intentional relinquishments of any of Plaintiff's rights and no statements made to Defendant on which Defendant could rely upon to change his position. Further, the Loan Terms provide at ¶L.2 that any waiver at one time does not forbid Plaintiff from asserting its rights at another time. If Defendant believes there has been any waiver, Plaintiff through its attorneys made demand on Defendant for payment, which demands were neglected.

WHEREFORE, Plaintiff respectfully requests the Court enter an order granting its Motion for Summary Judgment against Defendant for the relief demanded in the Complaint, and for such other and further relief as the Court deems just and proper.

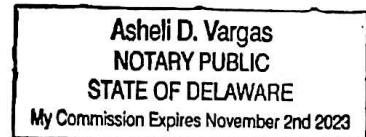


Christopher J. Mulvihill

SWORN TO BEFORE ME and subscribed in my presence this 14th day of
November 2022.



Asheli D. Vargas
NOTARY PUBLIC



WWR 40643299

CERTIFICATE OF CONFORMITY FOR NOTARY

I, DANIEL C. KIRKLUK, an attorney-at-law admitted to practice in the State of Delaware affirm under penalty of perjury that I am fully familiar with the laws of this state pertaining to oaths and acknowledgements. I do hereby certify that I am duly qualified to make this certificate of conformity and that the acknowledgement set forth on the annexed affidavit taken by ASHLEY D. VANGAS, a notary public in the State of Delaware conforms to the laws for taking oaths and acknowledgements in the State of Delaware.

Dated: 12/6/2022

Danell (PE #5027)

Attorney at Law, State of Delaware

40643299

EXHIBIT A

Access Application and Loan Agreement for group. Access Group® Private Loan Programs

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties that may include fines or imprisonment under the United States Criminal Code.

P
P-05A**Borrower Information** (Please complete all information in this section. If all information is not completed in full, processing of your Application and Loan Agreement may be delayed.)

1. Borrower Last Name BROADHURST	Borrower First Name ROBERT	Borrower Middle Initial J	2. Borrower Social Security Number 000-00-12345
3. Borrower Date of Birth (MM/DD/YYYY) 10/19/1976	4. Driver's License Number? (List two-letter state abbreviation (ex.: State: CT Number: S-12345678)	5. Citizenship status: U.S. Citizen, National, International or Eligible Noncitizen <input checked="" type="checkbox"/> Student <input type="checkbox"/> Nonresident <input type="checkbox"/> Foreign	P
6. Permanent U.S. Address (Neither an address outside the U.S. or U.S. Territories nor a P.O. Box is acceptable.) Street 8 W. 105TH ST. APT. 3D		City NEW YORK	State NY Zip Code 10025
7. Home Telephone Number (917) 696-5426 --			
8. Current Mailing Address (An address outside the U.S. or U.S. Territories is not acceptable.) If same as Permanent Address, write "same as above." Street 8 W. 105TH ST. APT. 3D		City NEW YORK	State NY Zip Code 10025
9. Current Telephone Number (917) 696-5426 -		10. E-mail Address RJB2122@COLUMBIA.EDU	
11. Personal References (Two separate adult references with different U.S. addresses are required — P.O. Boxes not accepted. Both references must be completed fully.)			
A. Name AUSTIN	Address (Permanent) GREENWICH HILL	Name EDWARD	Address (Permanent) RIVERSIDE
City GREENWICH	State CT Zip 06830	City RIVERSIDE	State CT Zip 06878
Telephone Number (917) 696-5426 -	Telephone Number (917) 666-1605 -		
12. Loan Amount Requested \$ 38,400.00 .00		13. Are you also the student for whom this loan is requested? Yes, <input checked="" type="checkbox"/> No, <input type="checkbox"/> If yes, skip fields 14 and 15. I am the student. I am the sponsor.	
14. Current Employer Information Company Name _____ Telephone Number (_____) _____ - _____ Address _____ State _____ Zip Code _____			
15. Gross Monthly Income (You do not have to reveal alimony, child support, or separate maintenance income unless you wish it to be considered as a basis for evaluating this application.) \$ 3,000.00			

Borrower Request for Loan Promise to Pay and Signature

PLEASE READ YOUR IMPORTANT NOTICES AND BORROWER CERTIFICATION, AND THE STATEMENT OF LOAN TERMS AND CONDITIONS IN THEIR ENTIRETY BEFORE SIGNING.
 I request a loan from National City Bank (the "Lender") in the amount set forth as the "Loan Amount Requested" in field 12 above, under the loan program for which you determine me to be eligible based on the information I have provided (enrollment status, program of study, and citizenship status) in this Application and Loan Agreement (the "Application"). I have read and understand the Borrower Certification, the Important Notices, and the applicable Statement of Loan Terms and Conditions (the "Statement of Terms") which accompany (and are incorporated by this reference into) this Application. I declare under penalty of perjury that each of the statements in this Application and in the Borrower Certification is true, correct, and complete. I agree to be bound by the Borrower Certification and by each of the terms and conditions of the Statement of Terms. I understand that the amount and certain other terms of my loan will be described to me in a separate Disclosure Statement. I promise to pay, to the order of the Lender, the principal sum advanced in my loan paid on my behalf, together with interest thereon and all other amounts provided for in the Statement of Terms.
 If you sign this document in Wisconsin: NOTICE TO CUSTOMER (A) DO NOT SIGN THIS BEFORE YOU READ THE IMPORTANT NOTICES AND BORROWER CERTIFICATION AND THE ACCOMPANYING STATEMENT OF LOAN TERMS AND CONDITIONS, EVEN IF OTHERWISE ADVISED. (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCIAL CHARGE.
 CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

16. Signature of Borrower **Ensigned by: ROBERT J BROADHURST** 17. Date **09/28/2005****Student Information** (If the borrower is also the student, skip fields 18, 19, and 20. If the borrower is not the student, the student must complete all fields.)

18. Student Last Name BROADHURST	Student First Name ROBERT	Student Middle Initial J	19. Student Social Security Number 000-00-12345
20. Student Date of Birth (MM/DD/YYYY) 10/19/1976	21. School Name COLUMBIA UNIVERSITY	SCHOOL OF THE ARTS	
22. Enrollment period for which loan is requested (MM/YYYY) From: 09/30/2005 To: 05/31/2006	23. Enrollment Status At least half time <input checked="" type="checkbox"/> Less than half time <input type="checkbox"/>		
24. Check only one box to indicate the program for which you will be enrolled. List program of study code where requested. See Instructions. Dental <input type="checkbox"/> Law <input type="checkbox"/> Graduate Health <input type="checkbox"/> (Program Code) Continuing Education/Certificate Program <input type="checkbox"/> (Program Code) Graduate Business/MBA <input type="checkbox"/> Medical <input type="checkbox"/> Other Graduate/Professional <input checked="" type="checkbox"/> OTH (Program Code) Undergraduate <input type="checkbox"/> (Program Code)			

I authorize Access Group or any educational institution that I may attend to release to its Lender, subsequent holder, or their agents, and to the borrower disclosed on this application, any information pertinent to this loan (including information requested on this application as well as future information about my enrollment status). If this loan (or any part thereof) is canceled, I agree to return any funds (or equivalent part thereof) that have been disbursed to me.

25. Signature of Student _____ 26. Date _____

School Certification Section (To be completed by an authorized school official)

27. School Name COLUMBIA UNIVERSITY	SCHOOL OF THE ARTS	28. DOE School Code 002707-02	29. Grade Level
30. Loan Period (MM/DD/YYYY) From: _____ To: _____	31. Anticipated Graduation Date (MM/DD/YYYY) From: _____ To: _____	32. Certified Private Loan Amount \$ 38,400.00	
33. Check only one box to indicate the program of study in which the student will be enrolled. If necessary, see School Certification Instructions. Dental <input type="checkbox"/> Law <input type="checkbox"/> Graduate Health <input type="checkbox"/> Continuing Education/Certificate Program <input type="checkbox"/> Graduate Business/MBA <input type="checkbox"/> Medical <input type="checkbox"/> Other Graduate/Professional <input type="checkbox"/> Undergraduate <input type="checkbox"/>			
34. Recommended Disbursement Date(s) (MM/DD/YYYY) 1st _____ 2nd _____ 3rd _____ 4th _____			
35. Recommended Disbursement Amount(s) 1st \$ _____ 2nd \$ _____ 3rd \$ _____ 4th \$ _____			
My signature certifies that I am an authorized official of the institution listed in field 27 and I have read and agree to the "School Certification" and, based upon the records available to the institution listed in field 27, the information provided above is true and accurate to the best of my knowledge and belief.			37. Date _____
36. Signature of Authorized School Official _____		BORROWER COPY APP107n305	

Important Notices and Borrower Certification

Criminal Penalties 18 U.S.C. §1014

Whoever knowingly makes any false statement or report, or willfully overvalues any land, property or security, for the purpose of influencing in any way the action of ... any institution the accounts of which are insured by the Federal Deposit Insurance Corporation ..., upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan, or any change or extension of any of the same, by renewal, deferral of action or otherwise, or the acceptance, release, or substitution of security therefor, shall be fined not more than \$1 million or imprisoned not more than 30 years, or both.

Borrower Authorization

I authorize the Lender and Access Group, Inc. to investigate my creditworthiness and to obtain information from others concerning my credit standing and other relevant information affecting this application. I authorize the Lender or other subsequent holder of my loan and Access Group, Inc. to provide to others information about my loan and the Lender's (or subsequent holder's) or Access Group, Inc.'s experiences with me. If I have a cosigner, I authorize the Lender or subsequent holder of my loan, Access Group, Inc., and the servicer of my loan to obtain my credit report from time to time in order to determine whether my cosigner may be eligible for release from his or her obligations in connection with this debt. I acknowledge and agree that the school referenced on the Application and Loan Agreement may receive a copy of this Application and Loan Agreement. Except as otherwise prohibited by law, I agree and consent that the Lender may share with its respective affiliates all information about me for the purposes, among other things, of evaluating credit applications or offering products and services that it believes may be of interest to me. Under the Fair Credit Reporting Act there is certain credit information about me that cannot be shared by the Lender with its affiliates if I send a written instruction containing my name, address, account number, and Social Security number addressed as follows: National City Bank, Office of Consumer Privacy, P.O. Box 4068, Kalamazoo, MI 49009.

Important Information about Procedures For opening a New Account

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, business documents, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If you sign the Application and Loan Agreement in California:

A married applicant may apply for a separate account. As required by law, you are hereby notified that 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 obligations.

If we 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, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished us your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You 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.

If you sign the Application and Loan Agreement in Iowa (This is a consumer credit transaction), Nebraska, or Kansas:

Notice to Consumer:

1. Do not sign this paper (agreement) before you read it.
2. You are entitled to a copy of this paper (agreement).
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.

If you sign the Application and Loan Agreement in Iowa and the principal amount of this Loan exceeds \$20,000: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

If you sign the Application and Loan Agreement in Rhode Island:

A consumer report may be requested in connection with this application.

If you sign the Application and Loan Agreement in Maryland:

We elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions, which we expressly reserve.

If you sign the Application and Loan Agreement in New York:

A consumer report may be requested in connection with this application. Upon our request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which application was made.

If you sign the Application and Loan Agreement in Ohio:

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.

If you sign the Application and Loan Agreement in Pennsylvania:

You intend to be legally bound by this Application and Loan Agreement and the Statement of Loan Terms and Conditions.

If you sign the Application and Loan Agreement in Utah:

As required by Utah law, you are hereby notified that 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 obligations.

If you sign the Application and Loan Agreement in Vermont:

You authorize National City Bank to obtain credit reports about you now and in the future for all legitimate purposes associated with this application or the account, including, but not limited to: (a) evaluating the application; and (b) renewing, reviewing, modifying, and taking collection action on your account.

Your consent is required before we can share certain credit information about you with our affiliates. We are permitted to share information which is not a credit report under Vermont law without your consent, such as information related solely to our transactions and experiences with you.

If you sign the Application and Loan Agreement in Wisconsin:

For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of a marital property agreement, a unilateral statement under Section 763.55 of the Wisconsin Statutes or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interests of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Borrower Certification

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in my Application and Loan Agreement for a loan under the Access Group[®] loan programs is true, complete, and correct to the best of my knowledge and belief and is made in good faith. At my lender's option, I authorize the lender to make my loan check payable to the student on whose behalf the loan is to be extended (which in the case of a non-student borrower is the person identified in fields 18 and 19 of my Application and Loan Agreement, and in the case of a student borrower is me) and mail it to such student's school, to mail a master check to such student's school, or to electronically transfer loan funds to such student's account at such student's school, and, in the case of an Electronic Funds Transfer or master check, if I am a borrower who is not the student, I further authorize the lender and the school to distribute to the student any loan funds in excess of the amount owed or payable by such student to the school during the applicable academic period. IF I AM A BORROWER WHO IS NOT ALSO THE STUDENT, I UNDERSTAND AND AGREE THAT NO AMOUNTS WILL BE PAYABLE TO ME EITHER BY CHECK OR ELECTRONIC TRANSFER. I authorize any educational institution that such student may attend, the guarantor, or Access Group, Inc. to release to the lending institution, subsequent holder, or their agents, any requested information pertinent to my loan (e.g., employment, enrollment status, prior loan history, current address). I authorize my lender, subsequent holder, Access Group, Inc., or their agents to advise such student's educational institution of the status of my Application and Loan Agreement or of my loan. I also authorize the lender, subsequent holder, educational institution, the guarantor, Access Group, Inc., or their agents to make inquiries to or respond to inquiries from subsequent lenders or holders with respect to my Application and Loan Agreement and related documents. I also authorize the lender, subsequent holder, guarantor, or their agents to release information and make inquiries to the persons I have listed in my Application and Loan Agreement as references, for the purpose of learning my current address and telephone number. I also authorize the lender, subsequent holder, the guarantor, Access Group, Inc., or their agents to check my credit and employment history and to answer questions about their credit experience with me. I certify that the proceeds of my loan will be used for educational purposes for the academic period stated in my Application and Loan Agreement at the educational institution named on my Application and Loan Agreement. I understand that I am responsible for repaying immediately any funds that I or the student receive which are not to be used or are not used for educational expenses related to attendance at the institution stated for the loan period stated. I certify that I have not filed for bankruptcy in the past seven years. I certify that I am not now in default on any loan received under the Federal Direct Loan Program or the Federal Family Education Loan Program, or other education loan.

Student Borrowers

Statement of Loan Terms and Conditions for Access Group® Private Loan Programs

This Statement of Loan Terms and Conditions applies to, and is a part of, my Application and Loan Agreement. My signature on the Application and Loan Agreement certifies that I have read, understand, and agree to these Loan Terms and Conditions. In this Statement of Loan Terms and Conditions the words "I," "me," "my," and "mine" mean the borrower identified on the Application and Loan Agreement. If a cosigner is identified on the Application and Loan Agreement, the words "I," "me," "my," and "mine" mean the borrower and the cosigner, jointly and severally, until such time, if any, as you may release the cosigner from his or her obligations under the Application and Loan Agreement pursuant to Paragraph E.7 below, except that references to my school, graduation or enrollment, program of study, citizenship, or participation in residency or postdoctoral programs, and references to loan funds being lent, advanced, mailed, or otherwise disbursed to me, for me, or on my behalf, refer only to the student borrower. In Paragraph E.7, the words "I" and "my" refer only to the cosigner. "You," "your," and "yours" mean National City Bank, 1900 East Ninth Street, Cleveland, Ohio 44116-3484, or its successors and assigns, and any subsequent holder of my loan.

A. PROMISE TO PAY

Intending to lawfully bind, I promise to pay to your order under the provisions set forth in this Statement of Loan Terms and Conditions all of the principal sum advanced to me or paid on my behalf, and as set out below, interest on such principal sum, interest on any unpaid accrued interest added to the principal balance, late charges, and, in the event of default, and to the extent permitted by applicable law, costs of collection and reasonable attorneys' fees.

B. IMPORTANT - READ THIS INFORMATION CAREFULLY

1. When you receive my signed Application and Loan Agreement, you are not agreeing to lend me money. If you decide to make a loan to me, you will, in your sole discretion, mail a loan check to me, or mail a loan check or master check or electronically transfer the loan funds to my school for me. You have the right to not make a loan or to lend an amount less than the "Loan Amount Requested" in my Application and Loan Agreement. The amount of the loan will not exceed the Loan Amount Requested. I agree to accept an amount less than the Loan Amount Requested and to repay that portion of the Loan Amount Requested that you actually lend to me.

2. After you agree to make a loan to me, you will send me (and my cosigner, if applicable) a Disclosure Statement. In addition to other information, the Disclosure Statement will tell me the amounts of my disbursements and the index and margin used in calculating the interest rate for my loan.

3. I will review my Disclosure Statement upon receiving it and will contact you within three business days if I have any questions. If I am not satisfied (or if my cosigner, if applicable, is not satisfied) with the terms of my loan as approved, I (or my cosigner, if applicable) may cancel my loan and any disbursements. To cancel, I (or my cosigner, if applicable) must contact you in writing within three business days of receiving the Disclosure Statement and must notify my school. If I or my cosigner cancel the loan, I agree to not endorse any loan check, and to return to my school any and all funds received by me, and I agree that such non-endorsement and return of funds will be a condition to the effective cancellation of the loan.

C. DEFINITIONS

1. "Access Group Program" means the particular loan program (i.e., Law Access®, Bar Examination Loan, Business Access®, Graduate Access®, Health Access®, Medical Access®, Medical Residency Loan, Dental Access®, Dental Residency/Dental Board Examination Loan, Comprehensive Access® or Optimum® Loan) for which you have determined that I am eligible, based upon my program of study, enrollment status, and citizenship, as shown on my Application and Loan Agreement.

2. "Disbursement Date" means the date on which you lend money to me in consideration for my Application and Loan Agreement, which date will be the date shown on my loan check, the date the loan funds are electronically transferred to my school or the date on which any master check is mailed to my school.

3. "Interim Period" means the period beginning on the initial Disbursement Date and ending on (a) if my Access Group Program is the Law Access®, Graduate Access®, Health Access®, or Business Access® program, the date which is nine months after I graduate or otherwise cease to be enrolled at least half time at the school named on my Application and Loan Agreement or any other school participating in my Access Group Program, (b) if my Access Group Program is the Medical Access® or Medical Residency Loan program, the date which is nine months after the date I graduate or otherwise cease to be enrolled at least half time at the medical school named on my Application and Loan Agreement or any other medical school participating in the Medical Access® program, unless on such date I am participating in a required residency program, in which event the "Interim Period" will end on the date which is nine months after the date I complete or otherwise cease to participate in such residency program, but in no event later than 37 months after the date I graduate from medical school (I will be considered to be participating in a required residency program only if I have sent you a certification from the director of such

program as to my participation), (c) if my Access Group Program is the Bar Examination Loan program, the date which is nine months after the date my law school indicated on my Application and Loan Agreement to be my anticipated or actual graduation date, (d) if my Access Group Program is the Dental Access® or Dental Residency/Dental Board Examination Loan program, the date which is nine months after the date I graduate or otherwise cease to be enrolled at least half time at the dental school named on my Application and Loan Agreement or at any other dental school participating in the Dental Access® program, unless on such date I am participating in a required residency or postdoctoral program, in which event the "Interim Period" will end on the date which is nine months after the date I complete or otherwise cease to participate in such residency or postdoctoral program, but in no event later than 45 months after the date I graduate from dental school (I will be considered to be participating in a required residency or postdoctoral program only if I have sent you a certification from the director of such program as to my participation), or (e) if my Access Group Program is the Comprehensive Access® program or the Optimum® Loan program, the earlier of (i) the date which is nine months after I graduate, or otherwise cease to be enrolled, at the school named on my Application and Loan Agreement or any other school participating in the Access Group® loan programs or (ii) the date which is ten years after the Disbursement Date for my first Comprehensive Access® Loan or Optimum® Loan.

4. "Repayment Period" means the period beginning on the day after the Interim Period ends and continuing for no more than 240 months. I recognize that the beginning date of the Repayment Period may be earlier than the date on which I am asked to make my first payment according to the periodic statements described in Paragraph E.2.

D. INTEREST

1. **Accrual** - Interest on my loan will accrue at the Variable Rate. Interest begins to accrue on the Disbursement Date and will continue to accrue on the unpaid balance until paid in full. Interest will accrue on the unpaid principal sum to the extent it is advanced to me or paid on my behalf, and on unpaid accrued interest added to the principal balance in accordance with Paragraph D.3. Interest will be calculated on the basis of a 365.25-day year and the actual number of days elapsed. If I do not pay interest to you during the Interim Period, you may, at your option, add such interest to the principal balance of the loan in accordance with Paragraph D.3.

2. **Variable Rate** - The Variable Rate is equal to the Current Index (defined below), plus a margin ranging from 1.65% per annum to 6.45% per annum, depending on my credit history, my Access Group Program, and the availability of special loan programs at the school I attend, as identified in my Application and Loan Agreement, and my payment performance with respect to my loan. The margin applicable to my loan, as well as the basis upon which and the amount by which the margin applicable to my loan may be increased or decreased as a result of my payment performance, will be identified in my Disclosure Statement. In no event shall the Variable Rate be more than 25% per annum. The Variable Rate will change quarterly on the first day of each January, April, July, and October (the "Change Date(s)") if the Current Index changes. The "Current Index" for any calendar quarter beginning on a Change Date (or for any shorter period beginning on the Disbursement Date and ending on the first Change Date) is the three-month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. If the Current Index is no longer available, you will choose, in your sole discretion, a comparable substitute.

3. **Capitalization** - You may, at your option, add all accrued and unpaid interest on my loan to the principal balance of the loan on the last day of the Interim Period. If my loan is the Comprehensive Access® Loan or Optimum® Loan, you may, at your option, add all accrued and unpaid interest on my loan to the principal balance of the loan five years after the date of the first disbursement of my Comprehensive Access® Loan or Optimum® Loan (if my loan has not yet entered repayment at that time), and again when my loan enters repayment.

E. TERMS OF REPAYMENT

1. **Interim Period** - During the Interim Period you will send me quarterly statements showing my loan disbursements and the interest that accrues on my loan. Statements will be sent to the address shown on your records, as provided in Paragraph K. The quarterly statements will cover periods beginning on the Initial Disbursement Date and thereafter on the first day of each January, April, July, and October. I may, but am not required to, make payments of interest or principal during the Interim Period. You may add any interest that I do not pay during the Interim Period to the principal balance, as described in Paragraph D.3.

2. **Repayment Period** - During the Repayment Period you will send me periodic statements on my loan. The periodic statements will cover periods beginning on the first day of the Repayment Period and on the same day of each following month. I will make consecutive monthly payments in the amounts and on the payment due dates shown on my periodic statements until I have paid all of the principal and interest and any other charges I may owe on my loan, as described in this Statement of Loan Terms and Conditions.

Continued on next page.

Student Borrowers

Statement of Loan Terms and Conditions for Access Group® Private Loan Programs

Continued from previous page.

3. Repayment Terms - Except as described in the next sentence, the amounts shown on my periodic statements will be consecutive monthly installments of principal and interest calculated each Change Date to equal the amount necessary to amortize the unpaid principal balance (including capitalized interest, if any) of my loan (as of the date of calculation) in equal monthly installments of principal and interest at the Variable Rate then in effect over the number of months remaining in the Repayment Period, unless I am offered and accept a graduated repayment plan. On any Change Date when the monthly installment payment amount is recalculated and the recalculated payment amount would differ only immaterially from the monthly installment payment amount last in effect, then you may determine not to change the monthly installment payment amount on such Change Date, but whether you change such payment amount or not, interest shall accrue from such Change Date at the new Variable Rate in effect on such Change Date until the Variable Rate next changes.

4. Amounts Owning at the End of the Repayment Period - Since interest accrues daily upon the unpaid principal balance of my loan, if I make payments after my payment due dates, I may owe additional interest. I also may owe additional interest that accrued following an increase in the Variable Rate that did not result in a corresponding increase to my monthly installment payment amount because the change to my payment amount would have been immaterial, as described in Paragraph E.5 above. If I have not paid my late charges, I will also owe additional amounts for those late charges. In such case you will increase the amount of my last monthly payment to the amount necessary to repay my loan in full.

5. Minimum Repayment - Notwithstanding Paragraph E.3, I agree to pay at least \$50 each month (principal and interest) during the Repayment Period or the unpaid balance, whichever is less. I understand that this may result in my loan being paid off in less than 240 months.

6. My obligation to repay my loan shall remain in force if I become totally and permanently disabled or die.

7. If I am a cosigner, I may be eligible for release from my obligations under my Application and Loan Agreement if all of the following are true: (i) the borrower has made the most recent 24 consecutive payments (without any intervening periods of any type of forbearance or in which the borrower is in any alternative repayment plan) of the entire amount then due (including any past due amounts and late charges) before, on, or within 15 days after the respective due dates for such payments; (ii) the borrower then has a credit (FICO) score of 700 or higher (or such other threshold as you may require from time to time) as reported by the credit reporting agency you choose; (iii) the borrower does not then have any bankruptcy history showing on his or her credit report; and (iv) the borrower does not then have any item on his or her credit report currently rated as past due. I realize that I should be considered for release only upon request of the borrower.

F. LATE CHARGES

I will pay a late charge of \$25.00 if I fail to make any part of an installment payment within 15 days after it becomes due. I will pay only one late charge for an installment payment, regardless of the number of days it is late.

G. RIGHT TO PREPAY

I have the right to prepay all or any part of my loan at any time without penalty.

H. FORBEARANCE

If I am unable to repay my loan in accordance with the terms established under Paragraph E of this Statement of Loan Terms and Conditions, I may request that you modify these terms. I understand that such modification would be at your option. I understand that interest will continue to accrue during any period of forbearance and that I will remain responsible for payment of such interest.

I. WHOLE LOAN DUE

To the extent permitted by applicable law, I will be in default and you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you as described in this Statement of Loan Terms and Conditions, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if:

1. I fail to make any monthly payment to you when due; or
2. I break any of my other promises in my Application and Loan Agreement (including this Statement of Loan Terms and Conditions); or

3. I die; or

4. Any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefit of my creditors; or

5. I make any false written statement in applying for my loan or at any time during the Interim or Repayment Periods. Your right to treat such false statements as a default is in addition to, and not in lieu of, any other remedies you have at law or in equity.

If I default, I will be required to pay interest on my loan accruing after default. The interest rate after default will be subject to adjustment in the same manner as before default.

J. COLLECTION COSTS

I agree to pay you reasonable amounts permitted by applicable law, including reasonable attorneys' fees for any attorneys who are not your regular salaried employees and court and other collection costs, which you, or any agent of yours, incur in enforcing the terms of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions).

K. NOTICES

1. I will send written notice to you within ten days after any change in my name, address, e-mail address, telephone number, school enrollment status, or residency or postdoctoral program participation.

2. Any notice required to be given to me by you will be effective (and deemed received) when mailed by first class mail to the latest address you have for me.

L. ADDITIONAL AGREEMENTS

1. The proceeds of my loan will be used (a) if my Access Group Program is the Law Access®, Business Access®, Graduate Access®, Health Access®, Medical Access®, Dental Access®, Comprehensive Access® Loan program or Optimum® Loan program, only for my education expenses at the school identified in my Application and Loan Agreement, (b) if my Access Group Program is the Bar Examination Loan program, only for my education expenses in conjunction with the Bar Examination, (c) if my Access Group Program is the Medical Residency Loan program, only for my education expenses in conjunction with a required residency program, or (d) if my Access Group Program is the Dental Residency/Dental Board Examination Loan program, only for my education expenses associated with the costs of a required dental residency, dental board examination, or postdoctoral program.

2. My responsibility for paying my loan is unaffected by the liability of any other person to me or by your failure to send me a statement or notify me that a required payment has not been made. Without losing any of your rights under my Application and Loan Agreement (including this Statement of Loan Terms and Conditions), you may accept (a) late payments, or (b) partial payments. I will not send you any partial payments marked "paid in full," "without recourse" or with similar language unless those payments are marked for "special handling" and sent to: Access Group, P.O. Box 7400, Wilmington, DE 19803-0400. 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 obligated to make any demand upon me, send me any notice, present my Application and Loan Agreement to me for payment or make protest of nonpayment to me before suing to collect on my loan if I am in default, and, to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions.

3. You are located in Ohio. My Application and Loan Agreement will be enforced into in Ohio. Your decision on whether to lend me money will be made in Ohio. CONSEQUENTLY, THE PROVISIONS OF MY LOAN WILL BE GOVERNED BY FEDERAL LAWS AND THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICT OF LAW RULES. I agree that any suit I bring against you (or against any subsequent holder of my loan) must be brought in a court of competent jurisdiction in the county in which you maintain your (or the county in which such subsequent holder maintains its) principal place of business.

4. I may not assign my loan or any of its benefits or obligations. You may assign my loan at any time without my consent.

5. The terms and conditions set forth in my Application and Loan Agreement (including the Important Notices and Borrower Certification and, as applicable, Cosigner Certification), this Statement of Loan Terms and Conditions, and the Disclosure Statement constitute the entire agreement between you and me.

6. If any provision of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions) is held invalid or unenforceable, that provision shall be considered omitted from my Application and Loan Agreement without affecting the validity or enforceability of the remainder of my Application and Loan Agreement.

7. The Section headings of this Statement of Loan Terms and Conditions are a table of contents and not contract terms. In this Statement of Loan Terms and Conditions, acts or practices by you which are or may be permitted by "applicable law" are permitted by New Jersey law. In this Statement of Loan Terms and Conditions, acts or practices that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

8. A provision of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions) may be modified only if jointly agreed upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of my Application and Loan Agreement.

9. I acknowledge that my loan is an education loan and that the Access Group® loan programs are funded in part by a nonprofit institution, and that my loan is therefore subject to the limitations on dischargeability in bankruptcy contained in Section 523 (a) (8) of the United States Bankruptcy Code.

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

**PLEASE DIRECT ALL QUESTIONS OR
CORRESPONDENCE TO:**

Access Group Inc
Loan Repayment Center
P.O. Box 15249
Wilmington DE 19850-5249
1-800-282-1550

Creditor: National City Bank
Loan Program Type: GAL

Disbursement Date: 10/07/2005
COLUMBIA UNIVERSITY

ROBERT J BROADHURST
8 W. 105TH ST.
APT. 3D
NEW YORK, NY 10025

ANNUAL PERCENTAGE RATE The cost of the credit as a yearly rate		AMOUNT FINANCED The amount of credit provided to you on your behalf
6.250%	7.170%	
(e) Before repayment begins	(c) After repayment begins	\$30,008.00

Variable rate: The variable rate is equal to the Current Index plus the margin described below. The Annual Percentage Rate may change quarterly on the first day of each January, April, July and October if the Current Index changes. The "Current Index" for any calendar quarter is the three month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. The interest rate will not increase above 25%. Any increase could result in higher payment amounts and an increase in the amount due at maturity. For example, if your loan was for \$15,000 at 5.45% for 144 months and the rate increased to 6% after 12 months, your regular payments would increase by \$3.80.

Late charge: If a payment is more than 15 days late, you will be charged \$25.00.

Prepayment: If you pay off early, you will not have to pay a penalty but will have to pay your loan fee if not already paid. See your other contract documents for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

(e) means estimate

The Annual Percentage Rate before repayment begins is computed in accordance with federal regulations to take into account the loan fee and is not the same as the interest rate on your loans.

Your margin is 3.300% per annum.

Your margin will increase by 1% if you miss a payment and during any period of forbearance, but it will go back down to the initial margin after any subsequent 12 months of on-time payments.

As of the date this disclosure statement was prepared, the Current Index was 3.870%.

Itemization of the Amount Financed of: \$	30,008.00
Amount given to you directly: \$	30,008.00
Amount paid on your account: \$	0.00
Amount paid to others on your behalf: \$	0.00

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

**PLEASE DIRECT ALL QUESTIONS OR
CORRESPONDENCE TO:**

Access Group, Inc.
Loan Repayment Center
P.O. Box 15249
Wilmington DE 19850-5249
1-800-282-1550

Creditor: National City Bank
Loan Program Type: GAL

Disbursement Date: 12/09/2005

COLUMBIA UNIVERSITY

ROBERT J BROADHURST
8 W. 105TH ST.
APT. 3D
NEW YORK, NY 10025

ANNUAL PERCENTAGE RATE <small>The cost of the credit as a yearly rate</small>		AMOUNT FINANCED <small>The amount of credit provided to you on your behalf</small>
6.250%	7.170%	
(e) Before repayment begins	(e) After repayment begins	\$35,858.00

Variable rate: The variable rate is equal to the Current Index plus the margin described below. The Annual Percentage Rate may change quarterly on the first day of each January, April, July and October if the Current Index changes. The "Current Index" for any calendar quarter is the three month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. The interest rate will not increase above 25%. Any increase could result in higher payment amounts and an increase in the amount due at maturity. For example, if your loan was for \$15,000 at 5.45% for 144 months and the rate increased to 6% after 12 months, your regular payments would increase by \$3.80.

Late charge: If a payment is more than 15 days late, you will be charged \$25.00.

Prepayment: If you pay off early, you will not have to pay a penalty but will have to pay your loan fee if not already paid. See your other contract documents for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

(e) means estimate

The Annual Percentage Rate before repayment begins is computed in accordance with federal regulations to take into account the loan fee and is not the same as the interest rate on your loans.

Your margin is 3.300% per annum.

Your margin will increase by 1% if you miss a payment and during any period of forbearance, but it will go back down to the initial margin after any subsequent 12 months of on-time payments.

As of the date this disclosure statement was prepared, the Current Index was 3.870%.

Itemization of the Amount Financed of: \$	35,858.00
Amount given to you directly: \$	35,858.00
Amount paid on your account: \$	0.00
Amount paid to others on your behalf: \$	0.00

EXHIBIT B

AFFIDAVIT OF LOST OR DESTROYED LOAN ASSIGNMENT

I, the Affiant, Chris Mulvihill, being of full age, hereby make the following averments subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

1. I am the Director of Loan Recovery and Collections at AccessLex Institute doing business as Access Group ("Access Group"). Access Group is a Delaware entity with a principal place of business in West Chester, PA. I am more than nineteen January 1, 2002. I have held my current position as Director of Loan Recovery and Collections since March 1, 2012. In my current role, I oversee and am familiar with all aspects of Access Group's loan recovery services and operations.
2. By virtue of my position and tenure at Access Group, I am also authorized to make this Affidavit, and I make it based on my review of the subject business records, my personal knowledge of the applicable business recordkeeping practices, and my personal knowledge of Access Group's history and practices as set forth in this Affidavit.
3. Access Group is a non-profit corporation dedicated to promoting broad access to higher education. Access Group previously operated various education loan programs for students pursuing postsecondary education, primarily those students pursuing a graduate or professional degree (the "Access Group Loan Programs"). In particular, Access Group entered into various agreements with National City Bank, since acquired by and operating as PNC Financial Services Group, Inc. ("PNC") to extend private, credit-based education loans to eligible students. The Access Group Loan Program documents routinely identified "National City Bank" as Lender, while also bearing the name "Access Group" on the documents to be signed by borrowers at origination.
4. All eligible loans disbursed on or before July 26, 2007 were sold and assigned to Access Group by PNC from time to time following the full disbursement of each such loan, and Access Group thereby became the owner and holder of these loans. Typically, loans were assigned to Access Group within approximately one year of origination. It was the regular practice of Access Group to act as the assignee of the loans, and the anticipated assignment of the loans from PNC to Access Group was a fundamental part of the design of the Access Group Loan Programs. Once executed, loan assignments were transferred to and maintained by Access Group.
5. The loans were typically assigned in bulk – meaning that a single assignment effectuated the transfer of multiple loans. A schedule listing out each specific loan that was assigned was incorporated into and attached to each assignment. This schedule identified each of the assigned loans by the borrower's social security number and either the loan disbursement principal, or the then-current principal balance.
6. Additionally, when the loans were assigned from PNC to Access Group, the transfer was memorialized in Access Group's electronic records. In particular, at the time of the loan assignment, the Lender ID in Access Group's electronic records changed from PNC's Lender ID (80885101-001), to one of Access Group's Lender IDs, for each of the transferred loans.
7. Access Group's electronic records are maintained in a secure manner, including password-protection and encryption, consistent with industry standards and all applicable privacy and electronic security laws and regulations and inter-agency guidance, including, without limitation, the Gramm-Leach Bliley Act and the Safeguards Rule. Access to Access Group's electronic records is available to need-to-know authorized personnel only. Moreover, the authority to make changes to

Access Group's electronic records is further restricted to only a few select and specially-authorized personnel.

8. Based on my knowledge as described above and based on my review of the subject loan records, Robert Broadhurst financed his education by entering into Access Group private educational loan agreements at his special instance and request. In particular and without limitation, on September 28, 2005, Robert Broadhurst executed an Application and Loan Agreement for one of Access Group's Private Loan Programs (the "Loan Agreement"). This particular loan was disbursed on October 07, 2005.
9. Access Group has conducted a diligent search of all of its records relating to Robert Broadhurst's loan and to Access Group Private Loan Programs generally. In particular, Access Group searched all of its physical business records located on site and at Access Group's secure off-site storage facility. Access Group also reviewed its electronic records, including the secure system drives containing loan documentation, such as loan assignments and other loan documents. However, Access Group is unable to locate a copy of the signed loan assignment ("Assignment"), assigning Robert Broadhurst's loan to Access Group, and therefore believes that a signed copy of this Assignment was inadvertently lost, misplaced or destroyed in error. Notwithstanding, upon information and belief, based on consistent practice and history, and based on Access Group Private Loan Programs design and Access Group's electronic records, I state that the loan was assigned to Access Group on or around June 28, 2006.
10. The transfer of the loan at issue from PNC to Access Group is further corroborated by Access Group's electronic records, which show that the Lender ID for this loan is 833960007, which is a Lender ID for Access Group-owned loans.

AccessLex Institute dba Access Group

Signature: /s/ Christopher Mulvihill

By: Christopher Mulvihill

Title: Director of Loan Recovery and Collections

Commented [CMH]:

EXHIBIT C

Recovery Overview

SSN	Last Name	First Name	MI	SLSS Acct #	ACS SSN#	Packet(s)	ACS Acct #	Description
	BROADHURST	ROBERT		1910				
Permanent Address	DOB			Delinquency Information				
357 COURT STREET		10/19/1976		Loan Number				
APT 3	Grad/Sept Date			Packet Number				
BROOKLYN, NY 11231		5/15/2010		Delinq Date				
Phone	Email							
(917) 696-5426	rboradhurst@gmail.com							

Phone

Email

(917) 696-5426
rboradhurst@gmail.com

Loans Plans

Group	Due Date	Reg Pmt Amt	Last Pmt Date	Last Pmt Date	Cmk Flag	CoMaker Name	CoMaker SSN
AG Loan Number	KHESLC Loan #	Loan Type	Loan Status	Disbursed Amt	1st Disb Date	GA ID	Archive Flag
C 5/5/2012	291.00	47668.93	3/24/2012		N		
	3	GALW	P92	35658.00	10/7/2005	AGI	

Repayment Plans

Loan Number	Plan Type	Code	Start Date	End Date	Modified Pmt	Process Date	System

Deferment / Forbearance

Loan Number	Plan Type	Code	Start Date	End Date	Post Date	System

Loan History Details

Loan #	Effective Date	Transaction Code	Transaction Amount	App Principal	App Interest	Principal Balance After Tran	Interest Balance After Tran	Fee Balance After Tran	Interest Rate Before Tran	Interest Rate After Tran
3 10/7/2005	A01 - New Loan Purchase		0.00	0.00	0.00	0.00	0.00	0.00	0.00	8.170
3 10/7/2005	A05 - Disbursement		15004.00	0.00	0.00	15004.00	0.00	0.00	0.00	8.17
3 10/7/2005	I80 - Int Rate Reduction		15004.00	0.00	0.00	15004.00	0.00	0.00	0.00	8.17
3 10/10/2005	A52 - Adj Borr Accr Int		10.06	0.00	10.06	15004.00	10.07	0.00	0.00	8.170
3 10/10/2005	A53 - Adj Oth Incent Int		(1.23)	0.00	(1.23)	15004.00	8.84	0.00	0.00	8.170

Loan History Details

Loan #	Effective Date	Transaction Code	Transaction Amount	App Principal	App Interest	App Fees	Principal Balance After Tran	Interest Balance After Tran	Fee Balance After Tran	Interest Rate Before Tran	Interest Rate After Tran	
3	12/9/2005	A05 - Disbursement	2925.00	0.00	0.00	17929.00	185.56	0.00	8.17	8.170		
3	12/12/2005	A52 - Adj Borr Accr Int	1.96	0.00	1.96	0.00	17929.00	196.12	0.00	0.00	8.170	
3	12/12/2005	A53 - Adj Oth Incent Int	(0.24)	0.00	(0.24)	0.00	17929.00	196.12	0.00	0.00	8.170	
3	1/1/2006	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	17929.00	266.51	0.00	8.17	8.170	
3	1/9/2006	A05 - Disbursement	17929.00	0.00	0.00	35858.00	296.82	0.00	8.72	8.720		
3	1/10/2006	A52 - Adj Borr Accr Int	4.28	0.00	4.28	0.00	35858.00	304.40	0.00	0.00	8.720	
3	1/10/2006	A53 - Adj Oth Incent Int	(0.49)	0.00	(0.49)	0.00	35858.00	304.40	0.00	0.00	8.720	
3	4/1/2006	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	918.30	0.00	8.72	9.123	
3	6/28/2006	A11 - Lender Transfer Curr	37478.07	35858.00	1620.07	0.00	35858.00	1620.07	0.00	9.12	9.123	
3	7/1/2006	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	1644.00	0.00	9.12	9.538	
3	10/1/2006	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	2415.15	0.00	9.54	9.698	
3	1/1/2007	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	3200.75	0.00	9.70	9.670	
3	3/14/2007	A11 - Lender Transfer Curr	39671.58	35858.00	3813.58	0.00	35858.00	3813.59	0.00	9.67	9.670	
3	4/1/2007	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	3966.80	0.00	9.67	9.648	
3	7/1/2007	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	4739.40	0.00	9.65	9.660	
3	10/1/2007	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	5521.57	0.00	9.66	9.921	
3	10/2/2007	A52 - Adj Borr Accr Int	0.72	0.00	0.72	0.00	35858.00	5530.07	0.00	0.00	9.660	
3	10/2/2007	A52 - Adj Borr Accr Int	0.26	0.00	0.26	0.00	35858.00	5530.32	0.00	0.00	9.921	
3	1/1/2008	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	6327.31	0.00	9.92	9.431	
3	4/1/2008	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	7080.52	0.00	9.43	7.358	
3	7/1/2008	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	7648.53	0.00	7.36	6.981	
3	10/1/2008	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	8188.73	0.00	6.98	7.111	

Loan History Details

Loan #	Effective Date	Transaction Code	Transaction Amount	App Principal	App Interest	App Fees	Principal Balance After Tran	Interest Balance After Tran	Fee Balance After Tran	Interest Rate Before Tran	Interest Rate After Tran
3	1/1/2009	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	8740.68	0.00	7.11	6.517
3	4/1/2009	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	9228.14	0.00	6.52	5.564
3	7/1/2009	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	9635.88	0.00	5.56	4.956
3	10/1/2009	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	9993.19	0.00	4.96	4.648
3	1/1/2010	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	10322.67	0.00	4.65	4.557
3	4/1/2010	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	10636.96	0.00	4.56	4.552
3	7/1/2010	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	10954.29	0.00	4.55	4.836
3	10/1/2010	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	11300.75	0.00	4.84	4.596
3	12/23/2010	A17 - Grad/Sep Change	47451.76	35858.00	11593.76	0.00	35858.00	11593.77	0.00	4.60	4.596
3	1/1/2011	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	11625.54	0.00	4.60	4.600
3	4/1/2011	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	11943.62	0.00	4.60	4.610
3	7/1/2011	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	35858.00	12266.13	0.00	4.61	4.553
3	9/23/2011	A76 - Suppl Guarantee Fee	0.00	0.00	0.00	0.00	35858.00	12559.14	0.00	4.55	4.553
3	9/24/2011	A22 - Interim To Payout	48120.62	35858.00	12562.62	0.00	35858.00	12562.62	0.00	4.55	4.553
3	9/24/2011	A40 - Full Cap	12562.62	12562.62	(12562.62)	0.00	48420.62	0.00	0.00	4.55	4.553
3	10/1/2011	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	48420.62	32.98	0.00	4.55	4.627
3	10/27/2011	P30 - Borrower Payment	284.00	126.02	157.98	0.00	48294.60	0.01	0.00	4.63	4.627
3	10/28/2011	A52 - Adj Borr Accr Int	(0.01)	0.00	(0.01)	0.00	48294.60	4.81	0.00	0.00	4.627
3	12/5/2011	P30 - Borrower Payment	284.00	96.96	187.04	0.00	48197.64	0.00	0.00	4.63	4.627
3	12/6/2011	A52 - Adj Borr Accr Int	(0.01)	0.00	(0.01)	0.00	48197.64	4.79	0.00	0.00	4.627
3	1/1/2012	A14 - Change Interest Rate	0.00	0.00	0.00	0.00	48197.64	129.23	0.00	4.63	4.829
3	1/21/2012	A55 - Late Charge	10.00	0.00	10.00	0.00	48197.64	230.28	10.00	4.83	4.829

Loan History Details

Loan #	Effective Date	Transaction Code	Transaction Amount	App Principal	App Interest	App Fees	Principal Balance After Tran	Interest Balance After Tran	Fee Balance After Tran	Interest Rate Before Tran	Interest Rate After Tran
3	2/4/2012	I85 - End Of Int Rt Reduct	48508.65	48197.64	301.01	10.00	48197.64	301.02	10.00	4.83	4.829
3	2/6/2012	A53 - Adj Oth Incent Int	2.64	0.00	2.64	0.00	48197.64	313.76	10.00	0.00	4.829
3	2/7/2012	P30 - Borrower Payment	578.00	247.87	320.13	10.00	47949.77	0.01	0.00	4.83	4.829
3	2/8/2012	A52 - Adj Boir Accr Int	(0.03)	0.00	(0.03)	0.00	47949.77	6.35	0.00	0.00	4.829
3	3/14/2012	P30 - Borrower Payment	572.00	343.78	228.22	0.00	47605.99	0.01	0.00	4.83	4.829
3	3/15/2012	A52 - Adj Boir Accr Int	(0.04)	0.00	(0.04)	0.00	47605.99	6.30	0.00	0.00	4.829
3	3/24/2012	P32 - Bank Repur-Lndr Refd	47668.93	47605.99	62.94	0.00	0.00	0.01	0.00	4.83	4.829

EXHIBIT D

PREPARED FOR: GAL

**BORROWER HISTORY AND ACTIVITY REPORT
FOR: PRE CLAIMS ASSISTANCE**

PREPARED BY : Cond
CLIENT NO. : CAFMRK
OWNER NAME : ACCESS/FIRSTMARK
LENDER NUMBER: 933570

REPORT DATE: 4/23/18

PREV CLIENT CD : KN
ORIG PORT NBR : 2195
ORIG LENDER NBR : 833969

SECTION I. BORROWER INFORMATION

LISB	DISB	NOTE #	DATE	INT RATE	LOAN TYPE	GUAR	DISB	AMT	CAPITAL INTEREST
3	3	10/07/05	9/28/05	.06317	03	EG	\$15,004.00	\$6,045.35	
4	4	12/07/05	9/28/05	.06317	03	EG	\$12,925.00	\$1,178.56	
5	5	1/08/06	9/29/05	.06317	03	EG	\$15,004.00	\$6,045.35	

DISB	DISB	DATE	CAP INTEREST	ORIG FEES	UNPAID LOAN	IDENTIFICATION
3	3	10/07/95	\$4,779.26	\$6.00		
4	4	12/09/95	\$931.73	\$0.00		
5	5	1/09/96	\$5 710.95	\$0.00		

10

SALE DATE # 01 04/20/18 SALE DATE # 02 04/28/18 SALE DATE # 03 04/20/18

1

SECTION II. REFERENCE INFORMATION -

ADDRESS
[REDACTED]
NAME
[REDACTED]

CITY	ST	ZIP	PHONE NUMBER	ADDR	COND	PHN	COND	REF	TYP
GREENWICH	CT	06833	203-867-0743	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	GOOD	0
RIVERSTON	CT	06870	203-867-1000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	BAD	0
				[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	BAD	0

SECTION III. FINANCIAL TRANSACTION SUMMARY

ACCOUNT NUMBER 000-2725-3

DESCRIPTION	ACT DATE	EFF DATE	TOT PAID	INT PAID	PRIN PAID	LT CHG PD	ACCRD INT	LT CHG DUE	PRIN BAL	INC REBTS
STARTING BAL									47,665.99	0
PAYMENT	04/28/12	04/19/12	288.80	191.66	97.14				0	0
PAY REAP-FI ADJ	04/29/12	04/18/12		33.89	-33.89				0	0
ADJUST IRB	05/04/12	05/31/12					-0.01		47,598.85	0
PAY PRIOR	06/04/12	05/31/12	315.26	261.54	53.72				47,562.74	0
LATE CHG ADJUST	07/22/12	07/31/12							0	0
LATE CHG PAYMNT	07/30/12	08/02/12							0	0
LATE CHG PAYMNT	07/31/12	07/30/12							0	0
PAYMENT	07/31/12	07/30/12	305.26	305.26	0.00				0	0
PAY REAP-FI ADJ	08/02/12	07/31/12		73.50	-73.50				47,489.02	0
ADJUST IRB	08/02/12	07/31/12							47,562.52	0
PAY PRIOR	08/02/12	07/31/12							0	0
PAYMENT	09/12/12	09/11/12	640.61	0.00	640.61				46,921.91	0
PAYMENT	10/17/12	10/16/12	315.35	257.28	58.15				46,583.76	0
PAYMENT	11/23/12	11/21/12	627.33	213.13	414.78				46,449.06	0
LATE CHG ADJUST	01/22/13	01/22/13		312.48	216.00				46,352.58	0
LATE CHG PAYMNT	02/05/13	02/04/13							0	0
PAYMENT	02/05/13	02/04/13							46,352.58	0
PAYMENT	02/12/13	02/11/13	302.48	0.00	302.48				46,352.58	0
LATE CHG ADJUST	03/22/13	03/22/13		306.98	182.98				46,226.59	0
LATE CHG PAYMNT	04/01/13	04/01/13							0	0
PAYMENT	04/01/13	04/01/13	298.98	285.95	13.03				0	0
LATE CHG ADJUST	04/22/13	04/22/13							46,213.47	0
LATE CHG PAYMNT	04/25/13	04/26/13							0	0
PAYMENT	04/26/13	04/26/13	308.98	122.33	186.65				46,026.82	0
LATE CHG ADJUST	05/22/13	05/22/13							0	0
LATE CHG ADJUST	06/22/13	06/22/13							0	0
LATE CHG PAYMNT	07/03/13	07/03/13							0	0
PAYMENT	07/03/13	07/03/13	542.08	336.31	205.77				45,821.05	0
LATE CHG ADJUST	07/22/13	07/22/13							0	0
LATE CHG PAYMNT	08/06/13	08/06/13							45,715.54	0
PAYMENT	08/06/13	08/06/13	300.65	195.14	105.51				0	0
LATE CHG ADJUST	08/22/13	08/22/13							0	0
LATE CHG PAYMNT	09/11/13	09/11/13							45,620.42	0
PAYMENT	09/11/13	09/11/13	301.27	206.15	95.12				0	0

LATE CHG ADJUST	09/22/13	09/22/13					
LATE CHG PAYMNT	10/03/13	10/03/13					0
PAYMENT	10/03/13	10/03/13					0
LATE CHG PAYMNT	10/03/13	10/03/13					0
LATE CHG ADJUST	10/22/13	10/22/13					0
LATE CHG ADJUST	10/22/13	10/22/13					0
LATE CHG ADJUST	11/22/13	11/22/13					0
LATE CHG ADJUST	11/26/13	11/22/13					0
ADJ CAPITAL INT	01/12/14	01/12/14					0
PAYMENT	01/17/14	01/17/14					0
	311.27	125.67	185.68	10.00	10.00	10.00	10.00
	315.77	57.14	258.63	-544.39	-544.39	45,979.21	45,728.58
*****	CONTINUED	*****					0

PAYOUT	03/04/14	03/04/14	0
PAYOUT	04/08/14	04/08/14	261.37
PAYOUT	05/06/14	05/06/14	315.77
PAYOUT	06/03/14	06/03/14	315.77
PAYOUT	06/17/14	06/17/14	198.60
LATE CHG ADJUST	08/22/14	08/22/14	117.17
LATE CHG ADJUST	09/22/14	09/22/14	158.38
LATE CHG ADJUST	09/25/14	09/22/14	157.83
ADJ CAPITAL INT	10/12/14	10/12/14	158.62
LATE CHG ADJUST	11/22/14	11/22/14	237.81
LATE CHG PAYMNT	12/19/14	12/19/14	10.00
PAYOUT	12/19/14	12/19/14	-20.00
ADJUST IRB	01/05/15	12/31/14	45,666.18
LATE CHG REAPP	01/05/15	12/31/14	45,549.01
PAYOUT	01/12/15	01/12/15	45,399.94
PAYOUT	01/26/15	01/26/15	45,232.32
PAYOUT	03/03/15	03/03/15	44,994.51
LATE CHG ADJUST	04/22/15	04/22/15	0
LATE CHG ADJUST	05/23/15	05/23/15	10.00
LATE CHG ADJUST	06/22/15	06/22/15	10.00
LATE CHG ADJUST	07/06/15	06/30/15	10.00
ADJ CAPITAL INT	07/12/15	07/12/15	-30.00
PAYOUT	08/18/15	08/18/15	45,398.15
PAYOUT	09/04/15	09/04/15	45,398.15
PAYOUT	09/16/15	09/16/15	45,398.15
PAYOUT	10/07/15	10/07/15	45,398.15
PAYOUT	10/13/15	10/13/15	45,398.15
PAYOUT	11/10/15	11/10/15	45,398.15
PAYOUT	12/15/15	12/15/15	45,398.15
PAYOUT	01/12/16	01/12/16	45,398.15
PAYOUT	02/29/16	02/29/16	45,398.15
PAYOUT	03/23/16	03/23/16	45,398.15
PAYOUT	04/12/16	04/12/16	45,398.15
PAYOUT	05/11/16	05/11/16	45,398.15
PAYOUT	06/15/16	06/15/16	45,398.15
PAYOUT	07/12/16	07/12/16	45,398.15
PAYOUT	08/09/16	08/09/16	45,398.15
PAYOUT	10/04/16	10/04/16	45,398.15
PAYOUT	10/11/16	10/11/16	45,398.15
PAYOUT	12/02/16	12/02/16	45,398.15
PAYOUT	01/18/17	01/18/17	45,398.15
PAYOUT	01/24/17	01/24/17	45,398.15
LATE CHG ADJUST	03/22/17	03/22/17	0
LATE CHG PAYMNT	03/28/17	03/28/17	0
LATE CHG ADJUST	05/22/17	05/22/17	5.00
			5.00
			42,001.03
			0

LATE CHG ADJUST	06/22/17	06/22/17						
LATE CHG PAYMENT	06/28/17	06/28/17	340.52	340.52	0.00	10.00	5.00	0
PAYMENT	06/28/17	06/28/17	701.94	276.53	424.51		42,081.83	0
PAYMENT	07/06/17	07/06/17	353.71	169.35	184.36		41,577.32	0
LATE CHG ADJUST	08/02/17	08/02/17						
LATE CHG PAYMENT	08/02/17	08/02/17	787.42	406.48	300.94	5.00	41,392.96	0
PAYMENT	10/06/17	10/06/17	356.04	297.06	58.98		41,092.02	0
PAYMENT	11/22/17	11/22/17					41,033.04	0
*****	*****	*****	*****	*****	*****	*****	*****	0
			CONTINUED					

EXHIBIT E

Borrower Transaction History
Robert J Broadhurst

Participant ID: 2496865

Date Range: 01/1/1900 through 05/20/2020

Selected Notes:

1877812 Date: 09/28/2005 NPD: 12/31/9999

Status: Default

Selected Options:	Disbursement Capitalization Monetary Adj. Status Change Payment	Write Off Write Up Fees Retro Adj. Supervisory	Refinance Next Due Refund Incentive Transfers	CPB: \$0.00	Lender: Access Group

Transaction	Note ID	Effective Date	Transaction Amount	INTEREST		FEES		NPD
				Principal	Accrued	Paid	End CPB	
Status Change - Default	1877812	02/28/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	08/7/2019 12/31/9999
Write Off - Claim	1877812	02/28/2020	\$39,154.58	\$37,625.24	-\$1,494.34	\$0.00	\$35.00	02/31/9999 12/31/9999
Fee - Late	0	02/24/2020	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	02/31/9999 12/31/9999
Status Change - Claim	1877812	02/31/2020	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	12/31/9999 12/31/9999
Fee - Late	0	01/22/2020	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	037,625.24 08/7/2019 08/7/2019
Fee - Late	0	12/23/2019	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	12/31/9999 12/31/9999
Fee - Late	0	11/22/2019	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	12/31/9999 12/31/9999
Fee - Late	0	10/22/2019	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	12/31/9999 12/31/9999
Fee - Late	0	09/23/2019	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	12/31/9999 12/31/9999
Fee - Late	0	08/22/2019	\$5.00	\$0.00	\$0.00	\$0.00	\$0.00	12/31/9999 12/31/9999
Payment - Regular	0	06/27/2019	\$384.31	\$34.94	\$0.00	\$349.37	\$0.00	12/31/9999 12/31/9999
Payment - Regular	0	05/09/2019	\$768.62	\$544.40	\$0.00	\$224.22	\$0.00	12/31/9999 12/31/9999
Payment - Regular	0	04/08/2019	\$768.30	\$466.22	\$0.00	\$297.08	\$0.00	12/31/9999 12/31/9999
Fee - Late	0	03/22/2019	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	12/31/9999 12/31/9999
Payment - Regular	0	02/27/2019	\$375.58	\$176.02	\$0.00	\$194.56	\$0.00	12/31/9999 12/31/9999
Fee - Late	0	02/22/2019	\$5.00	\$0.00	\$0.00	\$5.00	\$0.00	12/31/9999 12/31/9999

Borrower Transaction History
Robert J Broadhurst

Participant ID:	2496865	Date Range:	01/1/1900 through 05/20/2020
Payment - Regular	0	02/8/2019	\$394.12
Fee - Late	0	01/22/2019	\$5.00
Payment - Regular	0	01/3/2019	\$383.05
Fee - Late	0	12/24/2018	\$5.00
Payment - Regular	0	10/17/2018	\$756.09
Payment - Regular	0	09/5/2018	\$378.04
Payment - Regular	0	08/17/2018	\$378.04
Payment - Regular	0	07/17/2018	\$370.92
Incentive Disqualification - Kwikipay	1877812	06/6/2018	\$0.00
Incentive Disqualification - On-Time Payment	1877812	06/6/2018	\$0.00
Payment - Regular	0	05/29/2018	\$370.92
Modj - Adjustment - Convert	1877812	04/21/2018	\$0.00
Lender Transfer - Regular	1877812	04/21/2018	\$0.00
Bond Transfer - Regular	1877812	04/21/2018	\$0.00
Status Change - Repayment	1877812	04/19/2018	\$0.00
Manual Refinance - Convert	1877812	10/7/2011	\$370.92

STATE OF NEW YORK
SUPREME COURT

COUNTY OF KINGS

ACCESSLEX INSTITUTE D/B/A ACCESS GROUP

Plaintiff,

-vs-

ROBERT BROADHURST

Defendant.

**ATTORNEY AFFIRMATION
IN SUPPORT OF MOTION
FOR SUMMARY JUDGMENT**

Index No. 504399/2022

Mark H. Stein, Esq., an attorney duly admitted to practice in the courts of the State of New York, affirms the following under penalty of perjury:

1. I am a Partner of Lacy Katzen LLP, attorneys for Plaintiff and make this Affirmation in support of Plaintiff's Motion for Summary Judgment. I am familiar with the pleadings, papers and proceedings in this action.

2. This action to recover a student tuition loan was commenced by the filing of a Summons and Complaint in the King's County Clerk's Office on February 11, 2022. A copy of the Summons and Complaint is attached hereto as Exhibit A.

3. Thereafter, Defendant was served with a copy of the Summons and Complaint. A copy of the Affidavit of Service is attached hereto as Exhibit B.

4. Subsequent thereto, Defendant served his Answer with affirmative defenses, a copy of which is annexed as Exhibit C.

5. Plaintiff sets forth its prima facie case in the accompanying client affidavit.

6. Because there are no disputed issues of material fact and because Plaintiff is entitled to summary judgment for the relief demanded in its compliant, Plaintiff moves the Court for summary judgment for the relief demanded in its complaint.

7. Defendant's first affirmative defense alleges a lack of standing. The accompanying client affidavit discloses the National City Bank advanced credit to Defendant and assigned the account to Plaintiff which has retained ownership of the account at all times thereafter. Defendant failed to repay the credit extended. Plaintiff claims an injury in fact that is the key component of standing. Association for a Better Long Island, Inc. v. NYS Dept. of Environmental Conservation, 23 N.Y.3d 1, 6 (2014). One court aptly explained standing as follows:

"Standing is a threshold determination...that a person should be allowed access to the courts to adjudicate the merits of a particular dispute that satisfied the other justiciability criteria" (Matter of Association for a Better Long Is., Inc. v. New York State Dept. of Envtl. Conservation, 23 N.Y.3d 1, 6 [2014] [internal quotation and citation marks omitted]). In order to have standing, a litigant must assert "an injury in fact – an actual legal stake in the matter being adjudicated" Society of Plastics Indus. v. County of Suffolk, 77 N.Y.2d 761, 772 [1991]; Security Pac. Natl. Bank v. Evans, 31 A.D.3d 278 [1st Dept. 2006]). "The injury, harm or damage cannot be conjectural, tenuous, or hypothesized" (Matter of Niagara County v. Power Auth. of State of N.Y., 82 A.D.3d 1597, 1599 [4th Dept. 2011]).

BLT Steak LLC v. Liberty Power Corp. LLC, 2018 N.Y. Slip. Op. 30426 (U) (Sup. Ct. New York Cty. March 31, 2018).

8. Plaintiff shows it used loan servicers and hired attorneys, but it retained ownership of the loan. Defendant does not claim he paid any of the other persons or entities he claims made a demand for payment, or any payment he made has not been accounted for, or there is currently any outstanding demand for payment from any other person or entity for payment, or any other person or entity should be joined in this action because of any claim to a right of payment that is inconsistent with any claim Plaintiff asserts in this action. This defense has no merit as a matter of law.

9. Defendant's second affirmative defense is a conclusory assertion of waiver and estoppel. Defendant pleads legal theories as defenses, but fails to support the legal theories with factual allegations. Conclusory pleading without complying with CPLR 3013 and 3018(b) is insufficient as a matter of law. Katz v. Miller, 120 AD3d 769, 769 (2nd Dept. 2014); Cohen Fashion Optical Inc. v. V & M Optical Inc., 51 AD3d 619, 620 (2nd Dept. 2008) Glenesk v Guidance Realty Corp., 36 AD2d 852, 853 (2nd Dept. 1971) (striking defenses of waiver, estoppel, laches, and failure to mitigate and explaining what is required to state a valid defense); Matter of Johnson v Goord, 290 AD2d 844, 844-5 (3rd Dept. 2002); Commissioners of the State Insurance Fund v Ramos, 63 AD3d 453, 453 (1st Dept. 2009); Robbins v Gowney, 229 AD2d 356, 357-8 (1st Dept. 1996); and Bank of New York Mellon v Morga, 56 Misc.2d 256, 258-9 (Sup. Ct. Suffolk Cty. 2017). Conclusory pleading is certain to create surprise or raise new issues contrary to the intent of CPLR 3018(b).

10. On a motion addressed to the legal sufficiency of a pleading:

...the facts pleaded are presumed to be true and are accorded every favorable inference. However, allegations consisting of bare legal conclusions, as well as factual claims inherently incredible or flatly contradicted by documentary evidence are not entitled to such consideration (cite omitted).

Caniglia v. Chicago Tribune-New York News Syndicate Inc., 204 A.D.2d 233, 233-4 (1st Dept. 1994). Caniglia was cited favorably on this point in Godfrey v. Spano, 13 N.Y.3d 358, 373 (2009). Plaintiff objects to the sufficiency of this affirmative defense.

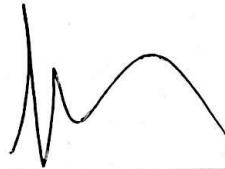
10. Further, Nassau Trust Company v Montrose Concrete Products Corp., 56 NY2d 175, 184 (1983) states a waiver requires the showing of an intentional abandonment of performance of some right or performance to which a party is entitled and estoppel is the product of words or actions on which the other party reasonably relies to change their position to their prejudice. There appear to be no facts to support either theory. Further, the same case notes a waiver may be

withdrawn after giving of due notice to the withdrawal. Here, my law firm sent notice to Defendant demanding payment (See Exhibit D annexed). Defendant neglected my firm's demand. There is not even a hint Defendant changed his position to his prejudice, even assuming Plaintiff did something which played some role in Defendant reasonably changing his position.

11. Defendant seeks time to find an attorney. He was served on March 9, 2022. The Court can take notice there are ample attorneys available in New York City that Defendant should be able to retain counsel to defend against this motion.

WHEREFORE, I respectfully request the Court grant Summary Judgment in favor of Plaintiff against Defendant for the amount demanded in the Complaint together with costs and disbursements and such other and further relief as the Court deems reasonable.

Dated: February 5 2023
Rochester, New York



Mark H. Stein, Esq.
Lacy Katzen LLP
Attorneys for the Plaintiff
600 Bausch & Lomb Place
Rochester, New York 14604
Tele: 585-454-5650

EXHIBIT A

NYC Department of Consumer and Worker Protection License Number 2045950-DCA

CONSUMER CREDIT TRANSACTION

STATE OF NEW YORK
SUPREME COURT COUNTY OF KINGS

ACCESSLEX INSTITUTE D/B/A
ACCESS GROUP
10 North High Street, Suite 400
West Chester PA 19380

Plaintiff,

Index No.

Plaintiff designates Kings County as the place of trial.

vs.

ROBERT BROADHURST
357 Court Street, Apt. 3
Brooklyn NY 11231

SUMMONS

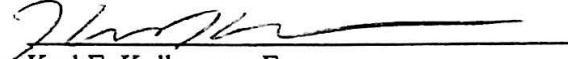
The basis of the venue is Defendant's residence in Kings County.

Defendant.

To the Above-Named Defendant:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action and to serve a copy of your Answer* to the annexed complaint upon Plaintiff's attorney at the address stated below, within the time provided by law as noted below; upon your failure to appear or Answer, Judgment will be taken against you for the relief demanded in the Complaint, together with the costs of this action.

Dated: February 4, 2022



Karl E. Kolkmann, Esq.

Lacy Katzen LLP

Attorneys for Plaintiff

Legacy Tower, 600 Bausch & Lomb Place

Mailing Address: P.O. Box 22878

Rochester, New York 14692-2878

Telephone: (585) 324-5775 (866) 250-2112

700002906

Note: The law provides that:

- (1) *if this Summons is served by its delivery to you personally within the County of Kings, you must answer within twenty (20) days after such service; or*
- (2) *if this Summons is served by delivery to any person other than you personally, or is not personally delivered to you within the State of New York, you are allowed thirty (30) days after service is complete within which to Answer.*

*** You need not physically go to the Court to serve an Answer.**

This communication is from a debt collector. This is an attempt to collect a debt.

Any information obtained will be used for that purpose.

STATE OF NEW YORK
SUPREME COURT COUNTY OF KINGS

ACCESSLEX INSTITUTE D/B/A
ACCESS GROUP

Plaintiff,

vs.

VERIFIED
COMPLAINT

ROBERT BROADHURST

Defendant.

AccessLex Institute, for its complaint alleges:

1. Plaintiff, AccessLex Institute doing business as Access Group, ("Access Group"), is a non-profit organization organized under the laws of Delaware with a principal place of business in West Chester, Commonwealth of Pennsylvania that provides education loan programs for students in the graduate and professional school community and is dedicated to promoting broad access to higher education.
2. Robert Broadhurst ("Defendant") is a natural person residing in Brooklyn, County of Kings, State of New York.

BACKGROUND FACTS

3. At a time before any of the events in issue, Access Group entered into Agreements with National City Bank, Cleveland, Ohio, now known as PNC Financial Services Group, Inc. ("Bank"), to make the loans to students participating in Access Group's student loan programs.

4. As part of the Access Group student loan programs, Access Group agreed to acquire, through assignment, the Access Group education loans funded by the Bank through these programs after the loans were made to students, thereby becoming the owner and holder of those education loans.

5. Defendant was a student who financed his education by utilizing an Access Group private education loan to attend law school at Columbia University School of the Arts.

FIRST CAUSE OF ACTION

6. Access Group repeats and realleges ¶¶ 1-5 inclusive as if set forth at length.

7. Defendant executed an Application and Loan Agreement ("Loan Agreement") on September 28, 2005 which resulted in the disbursement of education loan funds on October 7, 2005, December 9, 2005 and January 9, 2006 to, or on behalf of, Defendant in the amount of \$35,858.00. A true and accurate copy of the Application, Loan Agreement, and Federal Truth In Lending Disclosure Statement are attached hereto and incorporated herein as Exhibit "A".

8. On June 28, 2006, Access Group became the owner and holder of the Loan Agreement with Defendant pursuant to its Agreements with the Lender, National City Bank. A true and accurate copy of the the Affidavit of Lost or Destroyed Loan Assignment is attached hereto and incorporated herein as Exhibit "B".

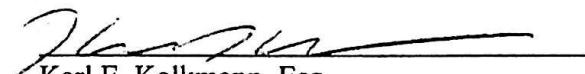
9. Defendant failed to comply with the repayment terms of the Loan Agreement and thereby breached the terms of the Agreement.

10. Defendant last paid Access Group on June 27, 2019 in the sum of \$384.31.

11. As a result of the Defendant's breach, as defined in the Loan Agreement, Defendant owes Plaintiff the principal amount of \$37,625.24 together with interest previously accrued in the amount of \$1,494.34 and unpaid late charges of \$35.00.

WHEREFORE, Plaintiff demands Judgment against the Defendant for the principal sum of \$37,625.24 plus previously accrued interest of \$1,494.34, unpaid late charges in the amount of \$35.00, together with the costs and disbursement of this action, and such other and further relief as is just and proper.

Dated: February 1, 2022



Karl E. Kolkmann, Esq.
Lacy Katzen LLP
Attorneys for Plaintiff
Legacy Tower, 600 Bausch & Lomb Place
Mailing Address: P.O. Box 22878
Rochester, New York 14692-2878
Telephone: (585) 324-5775 (866) 250-2112

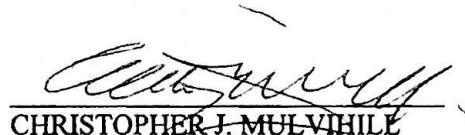
VERIFICATION

STATE OF DELAWARE)

COUNTY OF NEW CASTLE) ss.:

Christopher J. Mulvihill, being duly sworn, deposes, and says:

I am the Director of Loan Recovery and Collections for AccessLex Institute d/b/a Access Group, the Plaintiff in the within action; I have read the foregoing Complaint and know the contents thereof; and the same is true to my own knowledge, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe to be true. This Verification is made by me because the above party is a corporation. The grounds of my belief as to all matters not stated upon my own knowledge are as follows: Plaintiff's books and records.



CHRISTOPHER J. MULVIHILL

700002906

Ref # 40643299

Acct # 252203 NAME Robert Broadhurst

FILED: KINGS COUNTY CLERK 02/11/2022 03:22 PM

NYSCEF DOC. NO. 2

INDEX NO. 504399/2022

RECEIVED NYSCEF: 02/11/2022

EXHIBIT “A”

P
P.05.A

Access Application and Loan Agreement for group. Access Group® Private Loan Programs

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties that may include fines or imprisonment under the United States Criminal Code.

Access Group, Inc.
P.O. Box 17162
Wilmington, DE 19805-7162**Borrower Information** (Please complete all information in this section. If all information is not completed in full, processing of your Application and Loan Agreement may be delayed)

1. Borrower Last Name BROADHURST	Borrower First Name ROBERT	Borrower Middle Initial J	2. Borrower Social Security Number [REDACTED]
3. Borrower Date of Birth (MM/DD/YYYY) [REDACTED]	4. Driver's License Number (List two-letter state abbreviation first.) State: CT Number: [REDACTED]	5. Citizenship status: U.S. Citizen, National, or Eligible Noncitizen (Check one.)	International Student [REDACTED] See instructions
6. Permanent U.S. Address (Neither an address outside the U.S. or U.S. Territories nor a P.O. Box is acceptable.) Street 8 W. 105TH ST. APT. 3D City NEW YORK State NY Zip Code 10025			
7. Home Telephone Number ([REDACTED])		10. E-mail Address RJB2122@COLUMBIA.EDU	
11. Personal References (Two separate adult references with different U.S. addresses are required — P.O. Boxes not accepted. Both references must be completed fully.)			
A. Name AUSTIN Address (Permanent) 5 PUTNAM HILL APT. 4G City GREENWICH State CT Zip 06830 Telephone Number (203) 869-8743	B. Name EDWARD Address (Permanent) 9 DRUID LANE City RIVERSIDE State CT Zip 06878 Telephone Number (203) 698-1605		
12. Loan Amount Requested \$ 38,400.00 .00	13. Are you also the student for whom this loan is requested? Yes, <input checked="" type="checkbox"/> No, <input type="checkbox"/> If yes, skip fields 14 and 15.	I am the student. I am the sponsor.	
14. Current Employer Information Company Name _____ Address _____ City _____	Telephone Number (_____) _____ - _____ State _____ Zip Code _____	15. Gross Monthly Income (You do not have to reveal alimony, child support, or separate maintenance income unless you wish it to be considered as a basis for evaluating this application.) \$ _____ .00	

Borrower Request for Loan, Promise to Pay, and Signature

PLEASE READ YOUR IMPORTANT NOTICES AND BORROWER CERTIFICATION, AND THE STATEMENT OF LOAN TERMS AND CONDITIONS IN THEIR ENTIRETY BEFORE SIGNING.
 PLEASE SIGN HERE
 I request a loan from National City Bank (the "Lender") in the amount set forth as the "Loan Amount Requested" in field 12 above, under the loan program for which you determine me to be eligible based on the information I have provided (enrollment status, program of study, and citizenship status) in this Application and Loan Agreement (the "Application"). I have read and understand the Borrower Certification, the Important Notices, and the applicable Statement of Loan Terms and Conditions (the "Statement of Terms") which accompany (and are incorporated by this reference into) this Application. I declare under penalty of perjury that each of the statements in this Application and in the Borrower Certification is true, correct and complete. I agree to be bound by the Borrower Certification and by each of the terms and conditions of the Statement of Terms. I understand that the amount and certain other terms of my loan will be described to me in a separate Disclosure Statement. I promise to pay, to the order of the Lender, the principal sum advanced to me or paid on my behalf, together with interest thereon and all other amounts provided for in the Statement of Terms.

If you sign this documentation in Wisconsin: NOTICE TO CUSTOMER (A) DO NOT SIGN THIS BEFORE YOU READ THE IMPORTANT NOTICES AND BORROWER CERTIFICATION AND THE ACCOMPANYING STATEMENT OF LOAN TERMS AND CONDITIONS. EVEN IF OTHERWISE ADVISED. (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

16. Signature of Borrower *Signed by: ROBERT J BROADHURST* 17. Date *09/28/2005*

Student Information (If the borrower is also the student, skip fields 18, 19, and 20. If the borrower is not the student, the student must complete all fields.)

18. Student Last Name BROADHURST	Student First Name ROBERT	Student Middle Initial J	19. Student Social Security Number [REDACTED]
20. Student Date of Birth (MM/DD/YYYY) [REDACTED]	21. School Name COLUMBIA UNIVERSITY	SCHOOL OF THE ARTS	
22. Enrollment period for which loan is requested (MM/YYYY) From: 09/30/2005 To: 05/31/2006	23. Enrollment Status At least half time <input checked="" type="checkbox"/> Less than half time <input type="checkbox"/>		

24. Check only one box to indicate the program for which you will be enrolled. List program of study code where requested. See Instructions.

Dental <input type="checkbox"/>	Law <input type="checkbox"/>	Graduate Health <input type="checkbox"/> (Program Code) Continuing Education/Certificate Program <input type="checkbox"/> (Program Code)
Graduate Business/MBA <input type="checkbox"/>	Medical <input type="checkbox"/>	Other Graduate/Professional <input checked="" type="checkbox"/> OTH (Program Code) Undergraduates <input type="checkbox"/> (Program Code)

I authorize Access Group or any educational institution that I may attend to release to the Lender, subsequent holder, or their agents, and to the borrower identified on this application, any information pertinent to this loan (including information requested on this application as well as future information about my enrollment status). If this loan (or any part thereof) is canceled, I agree to return any funds (or applicable part thereof) that have been disbursed to me.

25. Signature of Student _____ 26. Date _____

School Certification Section (To be completed by an authorized school official.)

27. School Name COLUMBIA UNIVERSITY	SCHOOL OF THE ARTS	28. DOE School Code 002707-02	29. Grade Level
30. Loan Period (MM/DD/YYYY) From: _____ To: _____	31. Anticipated Graduation Date (MM/DD/YYYY)	32. Certified Private Loan Amount \$ _____ .00	
33. Check only one box to indicate the program of study in which the student will be enrolled. If necessary, see School Certification Instructions.			
Dental <input type="checkbox"/>	Law <input type="checkbox"/>	Graduate Health <input type="checkbox"/>	Continuing Education/Certificate Program <input type="checkbox"/>
Graduate Business/MBA <input type="checkbox"/>	Medical <input type="checkbox"/>	Other Graduate/Professional <input type="checkbox"/>	Undergraduate <input type="checkbox"/>
34. Recommended Disbursement Date(s) (MM/DD/YYYY) 1st _____ 2nd _____		3rd _____	4th _____
35. Recommended Disbursement Amount(s) 1st \$ _____ 2nd \$ _____		3rd \$ _____	4th \$ _____

My signature certifies that I am an authorized official of the institution listed in field 27 and I have read and agree to the "School Certification" and, based upon the records available to the institution listed in field 27, the information provided above is true and accurate to the best of my knowledge and belief.

36. Signature of Authorized School Official _____ 37. Date _____

Important Notices and Borrower Certification

Criminal Penalties 18 U.S.C. §1014

Whoever knowingly makes any false statement or report, or willfully overvalues any land, property or security, for the purpose of influencing in any way the action of ... any institution the accounts of which are insured by the Federal Deposit Insurance Corporation ..., upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan, or any change or extension of any of the same, by renewal, deferral of action or otherwise, or the acceptance, release, or substitution of security therefor, shall be fined not more than \$1 million or imprisoned not more than 30 years, or both.

Borrower Authorization

I authorize the Lender and Access Group, Inc. to investigate my creditworthiness and to obtain information from others concerning my credit standing and other relevant information affecting this application. I authorize the Lender or other subsequent holder of my loan and Access Group, Inc. to provide to others information about my loan and the Lender's (or subsequent holder's) or Access Group, Inc.'s experiences with me. If I have a cosigner, I authorize the Lender or subsequent holder of my loan, Access Group, Inc., and the servicer of my loan to obtain my credit report from time to time in order to determine whether my cosigner may be eligible for release from his or her obligations in connection with this debt. I acknowledge and agree that the school referenced on the Application and Loan Agreement may receive a copy of this Application and Loan Agreement. Except as otherwise prohibited by law, I agree and consent that the Lender may share with its respective affiliates all information about me for the purposes, among other things, of evaluating credit applications or offering products and services that it believes may be of interest to me. Under the Fair Credit Reporting Act there is certain credit information about me that cannot be shared by the Lender with its affiliates if I send a written instruction containing my name, address, account number, and Social Security number addressed as follows: National City Bank, Office of Consumer Privacy, P.O. Box 4068, Kalamazoo, MI 49009.

Important Information about Procedures For opening a New Account

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, business documents, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If you sign the Application and Loan Agreement in California:

A married applicant may apply for a separate account. As required by law, you are hereby notified that 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 obligations.

If we 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, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished us your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You 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.

If you sign the Application and Loan Agreement in Iowa (This is a consumer credit transaction), Nebraska, or Kansas:
Notice to Consumer:

1. Do not sign this paper (agreement) before you read it.
2. You are entitled to a copy of this paper (agreement).
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.

If you sign the Application and Loan Agreement in Iowa and the principal amount of this loan exceeds \$20,000:
IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

If you sign the Application and Loan Agreement in Rhode Island:

A consumer report may be requested in connection with this application.

If you sign the Application and Loan Agreement in Maryland:

We elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions, which we expressly reserve.

If you sign the Application and Loan Agreement in New York:

A consumer report may be requested in connection with this application. Upon our request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which application was made.

If you sign the Application and Loan Agreement in Ohio:

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.

If you sign the Application and Loan Agreement in Pennsylvania:

You intend to be legally bound by this Application and Loan Agreement and the Statement of Loan Terms and Conditions.

If you sign the Application and Loan Agreement in Utah:

As required by Utah law, you are hereby notified that 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 obligations.

If you sign the Application and Loan Agreement in Vermont:

You authorize National City Bank to obtain credit reports about you now and in the future for all legitimate purposes associated with this application or the account including, but not limited to: (a) evaluating the application; and (b) renewing, reviewing, modifying, and taking collection action on your account.

Your consent is required before we can share certain credit information about you with our affiliates. We are permitted to share information which is not a credit report under Vermont law without your consent, such as information related solely to our transactions and experiences with you.

If you sign the Application and Loan Agreement in Wisconsin:

For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of a marital property agreement, a unilateral statement under Section 766.59 of the Wisconsin Statutes or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interests of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Borrower Certification

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in my Application and Loan Agreement for a loan under the Access Group® loan programs is true, complete, and correct to the best of my knowledge and belief and is made in good faith. At my lender's option, I authorize the lender to make my loan check payable to the student on whose behalf the loan is to be extended (which in the case of a non-student borrower is the person identified in fields 18 and 19 of my Application and Loan Agreement, and in the case of a student borrower is me) and mail it to such student's school, to mail a master check to such student's school, or to electronically transfer loan funds to such student's account at such student's school, and, in the case of an Electronic Funds Transfer or master check, if I am a borrower who is not the student, I further authorize the lender and the school to distribute to the student any loan funds in excess of the amount owed or payable by such student to the school during the applicable academic period. IF I AM A BORROWER WHO IS NOT ALSO THE STUDENT, I UNDERSTAND AND AGREE THAT NO AMOUNTS WILL BE PAYABLE TO ME EITHER BY CHECK OR ELECTRONIC TRANSFER. I authorize any educational institution that such student may attend, the guarantor, or Access Group, Inc. to release to the lending institution, subsequent holder, or their agents, any requested information pertinent to my loan (e.g., employment, enrollment status, prior loan history, current address). I authorize my lender, subsequent holder, Access Group, Inc., or their agents to advise such student's educational institution of the status of my Application and Loan Agreement or of my loan. I also authorize the lender, subsequent holder, educational institution, the guarantor, Access Group, Inc., or their agents to make inquiries to or respond to inquiries from subsequent lenders or holders with respect to my Application and Loan Agreement and related documents. I also authorize the lender, subsequent holder, guarantor, or their agents to release information and make inquiries to the persons I have listed in my Application and Loan Agreement as references, for the purpose of learning my current address and telephone number. I also authorize the lender, subsequent holder, the guarantor, Access Group, Inc., or their agents to check my credit and employment history and to answer questions about their credit experience with me. I certify that the proceeds of my loan will be used for educational purposes for the academic period stated in my Application and Loan Agreement at the educational institution named on my Application and Loan Agreement. I understand that I am responsible for repaying immediately any funds that I or the student receive which are not to be used or are not used for educational expenses related to attendance at the institution stated for the loan period stated. I certify that I have not filed for bankruptcy in the past seven years. I certify that I am not now in default on any loan received under the Federal Direct Loan Program or the Federal Family Education Loan Program, or other education loan.

Student Borrowers

Statement of Loan Terms and Conditions for Access Group® Private Loan Programs

This Statement of Loan Terms and Conditions applies to, and is a part of, my Application and Loan Agreement. My signature on the Application and Loan Agreement certifies that I have read, understand, and agree to these Loan Terms and Conditions. In this Statement of Loan Terms and Conditions the words "I," "me," "my," and "mine" mean the borrower identified on the Application and Loan Agreement. If a cosigner is identified on the Application and Loan Agreement, the words "I," "me," "my," and "mine" mean the borrower and the cosigner, jointly and severally, until such time, if any, as you may release the cosigner from his or her obligations under the Application and Loan Agreement pursuant to Paragraph E.7 below, except that references to my school, graduation or enrollment, program of study, citizenship, or participation in residency or postdoctoral programs, and references to loan funds being lent, advanced, mailed, or otherwise disbursed to me, for me, or on my behalf, refer only to the student borrower. In Paragraph E.7, the words "I" and "my" refer only to the cosigner. "You," "your," and "yours" mean National City Bank, 1900 East Ninth Street, Cleveland, Ohio 44114-3484, or its successors and assigns, and any subsequent holder of my loan.

A. PROMISE TO PAY

Intending to be legally bound, I promise to pay to your order under the provisions set forth in this Statement of Loan Terms and Conditions all of the principal sum advanced to me or paid on my behalf, and as set out below, interest on such principal sum, interest on any unpaid accrued interest added to the principal balance, late charges, and, in the event of default, and to the extent permitted by applicable law, costs of collection and reasonable attorneys' fees.

B. IMPORTANT - READ THIS INFORMATION CAREFULLY

1 When you receive my signed Application and Loan Agreement, you are not agreeing to lend me money. If you decide to make a loan to me, you will, in your sole discretion, mail a loan check to me, or mail a loan check or master check or electronically transfer the loan funds to my school for me. You have the right to not make a loan or to lend an amount less than the "Loan Amount Requested" in my Application and Loan Agreement. The amount of the loan will not exceed the Loan Amount Requested. I agree to accept an amount less than the Loan Amount Requested and to repay that portion of the Loan Amount Requested that you actually lend to me.

2 After you agree to make a loan to me, you will send me (and my cosigner, if applicable) a Disclosure Statement. In addition to other information, the Disclosure Statement will tell me the amounts of my disbursements and the index and margin used in calculating the interest rate for my loan.

3 I will review my Disclosure Statement upon receiving it and will contact you within three business days if I have any questions. If I am not satisfied (or if my cosigner, if applicable, is not satisfied) with the terms of my loan as approved, I (or my cosigner, if applicable) may cancel my loan and any disbursements. To cancel, I (or my cosigner, if applicable) must contact you in writing within three business days of receiving the Disclosure Statement and must notify my school. If I or my cosigner cancel the loan, I agree to not endorse any loan check, and to return to my school any and all funds received by me, and I agree that such non-endorsement and return of funds will be a condition to the effective cancellation of the loan.

C. DEFINITIONS

1. "Access Group Program" means the particular loan program (i.e., Law Access®, Bar Examination Loan, Business Access®, Graduate Access®, Health Access®, Medical Access®, Medical Residency Loan, Dental Access®, Dental Residency/Dental Board Examination Loan, Comprehensive Access® or Optimum® Loan) for which you have determined that I am eligible, based upon my program of study, enrollment status, and citizenship, as shown on my Application and Loan Agreement.

2. "Disbursement Date" means the date on which you lend money to me in consideration for my Application and Loan Agreement, which date will be the date shown on my loan check, the date the loan funds are electronically transferred to my school or the date on which any master check is mailed to my school.

3. "Interim Period" means the period beginning on the initial Disbursement Date and ending on (a) if my Access Group Program is the Law Access®, Graduate Access®, Health Access®, or Business Access® program, the date which is nine months after I graduate or otherwise cease to be enrolled at least half time at the school named on my Application and Loan Agreement or any other school participating in my Access Group Program, (b) if my Access Group Program is the Medical Access® or Medical Residency Loan program, the date which is nine months after the date I graduate or otherwise cease to be enrolled at least half time at the medical school named on my Application and Loan Agreement or any other medical school participating in the Medical Access® program, unless on such date I am participating in a required residency program, in which event the "Interim Period" will end on the date which is nine months after the date I complete or otherwise cease to participate in such residency program, but in no event later than 57 months after the date I graduate from medical school (I will be considered to be participating in a required residency program only if I have sent you a certification from the director of such

program as to my participation), (c) if my Access Group Program is the Bar Examination Loan program, the date which is nine months after the date my law school indicated on my Application and Loan Agreement to be my anticipated or actual graduation date, (d) if my Access Group Program is the Dental Access® or Dental Residency/Dental Board Examination Loan program, the date which is nine months after the date I graduate or otherwise cease to be enrolled at least half time at the dental school named on my Application and Loan Agreement or at any other dental school participating in the Dental Access® program, unless on such date I am participating in a required residency or postdoctoral program, in which event the "Interim Period" will end on the date which is nine months after the date I complete or otherwise cease to participate in such residency or postdoctoral program, but in no event later than 45 months after the date I graduate from dental school (I will be considered to be participating in a required residency or postdoctoral program only if I have sent you a certification from the director of such program as to my participation), or (e) if my Access Group Program is the Comprehensive Access® program or the Optimum® Loan program, the earlier of (i) the date which is nine months after I graduate, or otherwise cease to be enrolled, at the school named on my Application and Loan Agreement or any other school participating in the Access Group® loan programs or (ii) the date which is ten years after the Disbursement Date for my first Comprehensive Access® Loan or Optimum® Loan.

4. "Repayment Period" means the period beginning on the day after the Interim Period ends and continuing for no more than 240 months. I recognize that the beginning date of the Repayment Period may be earlier than the date on which I am asked to make my first payment according to the periodic statements described in Paragraph E.2.

D. INTEREST

1. Accrual - Interest on my loan will accrue at the Variable Rate. Interest begins to accrue on the Disbursement Date and will continue to accrue on the unpaid balance until paid in full. Interest will accrue on the unpaid principal sum to the extent it is advanced to me or paid on my behalf, and on unpaid accrued interest added to the principal balance in accordance with Paragraph D.3. Interest will be calculated on the basis of a 365.25-day year and the actual number of days elapsed. If I do not pay interest to you during the Interim Period, you may at your option add such interest to the principal balance of the loan in accordance with Paragraph D.3.

2. Variable Rate - The Variable Rate is equal to the Current Index (defined below), plus a margin ranging from 1.65% per annum to 6.45% per annum, depending on my credit history, my Access Group Program, and the availability of special loan programs at the school I attend, as identified in my Application and Loan Agreement, and my payment performance with respect to my loan. The margin applicable to my loan, as well as the basis upon which and the amount by which the margin applicable to my loan may be increased or decreased as a result of my payment performance, will be identified in my Disclosure Statement. In no event shall the Variable Rate be more than 25% per annum. The Variable Rate will change quarterly on the first day of each January, April, July, and October (the "Change Date(s)") if the Current Index changes. The "Current Index" for any calendar quarter beginning on a Change Date (or for any shorter period beginning on the Disbursement Date and ending on the first Change Date) is the three-month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. If the Current Index is no longer available, you will choose, in your sole discretion, a comparable substitute.

3. Capitalization - You may, at your option, add all accrued and unpaid interest on my loan to the principal balance of the loan on the last day of the Interim Period. If my loan is the Comprehensive Access® Loan or Optimum® Loan, you may, at your option, add all accrued and unpaid interest on my loan to the principal balance of the loan five years after the date of the first disbursement of my Comprehensive Access® Loan or Optimum® Loan (if my loan has not yet entered repayment at that time), and again when my loan enters repayment.

E. TERMS OF REPAYMENT

1. Interim Period - During the Interim Period you will send me quarterly statements showing my loan disbursements and the interest that accrues on my loan. Statements will be sent to the address shown on your records, as provided in Paragraph K. The quarterly statements will cover periods beginning on the initial Disbursement Date and thereafter on the first day of each January, April, July, and October. I may, but am not required to, make payments of interest or principal during the Interim Period. You may add any interest that I do not pay during the Interim Period to the principal balance, as described in Paragraph D.3.

2. Repayment Period - During the Repayment Period you will send me periodic statements on my loan. The periodic statements will cover periods beginning on the first day of the Repayment Period and on the same day of each following month. I will make consecutive monthly payments in the amounts and on the payment due dates shown on my periodic statements until I have paid all of the principal and interest and any other charges I may owe on my loan, as described in this Statement of Loan Terms and Conditions.

Continued on next page.

Student Borrowers

Statement of Loan Terms and Conditions for Access Group® Private Loan Programs

Continued from previous page.

3. Repayment Terms - Except as described in the next sentence, the amounts shown on my periodic statements will be consecutive monthly installments of principal and interest calculated each Change Date to equal the amount necessary to amortize the unpaid principal balance (including capitalized interest, if any) of my loan (as of the date of calculation) in equal monthly installments of principal and interest at the Variable Rate then in effect over the number of months remaining in the Repayment Period, unless I am offered and accept a graduated repayment plan. On any Change Date when the monthly installment payment amount is recalculated and the recalculated payment amount would differ only immaterially from the monthly installment payment amount last in effect, then you may determine not to change the monthly installment payment amount on such Change Date, but whether you change such payment amount or not, interest shall accrue from such Change Date at the new Variable Rate in effect on such Change Date until the Variable Rate next changes.

4. Amounts Owing at the End of the Repayment Period - Since interest accrues daily upon the unpaid principal balance of my loan, if I make payments after my payment due dates, I may owe additional interest. I also may owe additional interest that accrued following an increase in the Variable Rate that did not result in a corresponding increase to my monthly installment payment amount because the change to my payment amount would have been immaterial, as described in Paragraph E.3 above. If I have not paid my late charges, I will also owe additional amounts for those late charges. In such case you will increase the amount of my last monthly payment to the amount necessary to repay my loan in full.

5. Minimum Repayment - Notwithstanding Paragraph E.3, I agree to pay at least \$50 each month (principal and interest) during the Repayment Period or the unpaid balance, whichever is less. I understand that this may result in my loan being paid off in less than 240 months.

6. My obligation to repay my loan shall remain in force if I become totally and permanently disabled or die.

7. If I am a cosigner, I may be eligible for release from my obligations under my Application and Loan Agreement if all of the following are true: (i) the borrower has made the most recent 24 consecutive payments (without any intervening periods of any type of forbearance or in which the borrower is in any alternative repayment plan) of the entire amount then due (including any past due amounts and late charges) before, on, or within 15 days after the respective due dates for such payments; (ii) the borrower then has a credit (FICO) score of 700 or higher (or such other threshold as you may require from time to time) as reported by the credit reporting agency you choose; (iii) the borrower does not then have any bankruptcy history showing on his or her credit report; and (iv) the borrower does not then have any item on his or her credit report currently rated as past due. I realize that I shall be considered for release only upon request of the borrower.

F. LATE CHARGES

I will pay a late charge of \$25.00 if I fail to make any part of an installment payment within 15 days after it becomes due. I will pay only one late charge for an installment payment, regardless of the number of days it is late.

G. RIGHT TO PREPAY

I have the right to prepay all or any part of my loan at any time without penalty.

H. FORBEARANCE

If I am unable to repay my loan in accordance with the terms established under Paragraph E of this Statement of Loan Terms and Conditions, I may request that you modify these terms. I understand that such modification would be at your option. I understand that interest will continue to accrue during any period of forbearance and that I will remain responsible for payment of such interest.

I. WHOLE LOAN DUE

To the extent permitted by applicable law, I will be in default and you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you as described in this Statement of Loan Terms and Conditions, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if:

1. I fail to make any monthly payment to you when due; or
 2. I break any of my other promises in my Application and Loan Agreement (including this Statement of Loan Terms and Conditions); or
 3. I die; or
 4. Any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefit of my creditors; or
 5. I make any false written statement in applying for my loan or at any time during the Interim or Repayment Periods. Your right to treat such false statements as a default is in addition to, and not in lieu of, any other remedies you have at law or in equity.
- If I default, I will be required to pay interest on my loan accruing after default. The interest rate after default will be subject to adjustment in the same manner as before default.

J. COLLECTION COSTS

I agree to pay you reasonable amounts permitted by applicable law, including reasonable attorneys' fees for any attorneys who are not your regular salaried employees and court and other collection costs, which you, or any agent of yours, incur in enforcing the terms of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions).

K. NOTICES

1. I will send written notice to you within ten days after any change in my name, address, e-mail address, telephone number, school enrollment status, or residency or postdoctoral program participation.
2. Any notice required to be given to me by you will be effective (and deemed received) when mailed by first class mail to the latest address you have for me.

L. ADDITIONAL AGREEMENTS

1. The proceeds of my loan will be used (a) if my Access Group Program is the Law Access®, Business Access®, Graduate Access®, Health Access®, Medical Access®, Dental Access®, Comprehensive Access® Loan program or Optimum® Loan program, only for my education expenses at the school identified in my Application and Loan Agreement, (b) if my Access Group Program is the Bar Examination Loan program, only for my education expenses in conjunction with the Bar Examination, (c) if my Access Group Program is the Medical Residency Loan program, only for my education expenses in conjunction with a required residency program, or (d) if my Access Group Program is the Dental Residency/Dental Board Examination Loan program, only for my education expenses associated with the costs of a required dental residency, dental board examination, or postdoctoral program.

2. My responsibility for paying my loan is unaffected by the liability of any other person to me or by your failure to send me a statement or notify me that a required payment has not been made. Without losing any of your rights under my Application and Loan Agreement (including this Statement of Loan Terms and Conditions), you may accept: (a) late payments, or (b) partial payments. I will not send you any partial payments marked "paid in full," "without recourse" or with similar language unless those payments are marked for "special handling" and sent to: Access Group, P.O. Box 7400, Wilmington, DE 19803-0400. 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 obligated to make any demand upon me, send me any notice, present my Application and Loan Agreement to me for payment or make protest of nonpayment to me before suing to collect on my loan if I am in default, and, to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions.

3. You are located in Ohio. My Application and Loan Agreement will be entered into in Ohio. Your decision on whether to lend me money will be made in Ohio. CONSEQUENTLY, THE PROVISIONS OF MY LOAN WILL BE GOVERNED BY FEDERAL LAWS AND THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICT OF LAW RULES. I agree that any suit I bring against you (or against any subsequent holder of my loan) must be brought in a court of competent jurisdiction in the county in which you maintain your (or the county in which such subsequent holder maintains its) principal place of business.

4. I may not assign my loan or any of its benefits or obligations. You may assign my loan at any time without my consent.

5. The terms and conditions set forth in my Application and Loan Agreement (including the Important Notices and Borrower Certification and, as applicable, Cosigner Certification), this Statement of Loan Terms and Conditions, and the Disclosure Statement constitute the entire agreement between you and me.

6. If any provision of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions) is held invalid or unenforceable, that provision shall be considered omitted from my Application and Loan Agreement without affecting the validity or enforceability of the remainder of my Application and Loan Agreement.

7. The Section headings of this Statement of Loan Terms and Conditions are a table of contents and not contract terms. In this Statement of Loan Terms and Conditions, acts or practices by you which are or may be permitted by "applicable law" are permitted by New Jersey law. In this Statement of Loan Terms and Conditions, acts or practices that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

8. A provision of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions) may be modified only if jointly agreed upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of my Application and Loan Agreement.

9. I acknowledge that my loan is an education loan and that the Access Group® loan programs are funded in part by a nonprofit institution, and that my loan is therefore subject to the limitations on dischargeability in bankruptcy contained in Section 523 (a) (8) of the United States Bankruptcy Code.

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

PLEASE DIRECT ALL QUESTIONS OR
CORRESPONDENCE TO:

Access Group Inc
Loan Repayment Center
P.O. Box 15249
Wilmington DE 19850-5249
1-800-282-1550

Creditor: National City Bank
Loan Program Type: GAL

Disbursement Date: 10/07/2005

COLUMBIA UNIVERSITY

ROBERT J BROADHURST
8 W. 105TH ST.
APT. 3D
NEW YORK, NY 10025

ANNUAL PERCENTAGE RATE		AMOUNT FINANCED
The cost of the credit as a yearly rate		The amount of credit provided to you on your behalf
6.250%	7.170%	\$30,008.00
(e) Before repayment begins	(e) After repayment begins	

Variable rate: The variable rate is equal to the Current Index plus the margin described below. The Annual Percentage Rate may change quarterly on the first day of each January, April, July and October if the Current Index changes. The "Current Index" for any calendar quarter is the three month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. The interest rate will not increase above 25%. Any increase could result in higher payment amounts and an increase in the amount due at maturity. For example, if your loan was for \$15,000 at 5.45% for 144 months and the rate increased to 6% after 12 months, your regular payments would increase by \$3.80.

Late charge: If a payment is more than 15 days late, you will be charged \$25.00.

Prepayment: If you pay off early, you will not have to pay a penalty but will have to pay your loan fee if not already paid.

See your other contract documents for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

(e) means estimate

The Annual Percentage Rate before repayment begins is computed in accordance with federal regulations to take into account the loan fee and is not the same as the interest rate on your loans.

Your margin is 3.300% per annum.

Your margin will increase by 1% if you miss a payment and during any period of forbearance, but it will go back down to the initial margin after any subsequent 12 months of on-time payments.

As of the date this disclosure statement was prepared, the Current Index was 3.870%.

Itemization of the Amount Financed of: \$	30,008.00
Amount given to you directly: \$	30,008.00
Amount paid on your account: \$	0.00
Amount paid to others on your behalf: \$	0.00

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

PLEASE DIRECT ALL QUESTIONS OR
CORRESPONDENCE TO:

Access Group, Inc.
Loan Repayment Center
P.O. Box 15249
Wilmington DE 19850-5249
1-800-282-1550

Creditor: National City Bank
Loan Program Type: GAL

Disbursement Date: 12/09/2005

COLUMBIA UNIVERSITY

ROBERT J BROADHURST
8 W. 105TH ST.
APT. 3D
NEW YORK, NY 10025

ANNUAL PERCENTAGE RATE		AMOUNT FINANCED
The cost of the credit as a yearly rate		The amount of credit provided to you on your behalf
6.250%	7.170%	\$35,858.00
(e) Before repayment begins	(e) After repayment begins	

Variable rate: The variable rate is equal to the Current Index plus the margin described below. The Annual Percentage Rate may change quarterly on the first day of each January, April, July and October if the Current Index changes. The "Current Index" for any calendar quarter is the three month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. The interest rate will not increase above 25%. Any increase could result in higher payment amounts and an increase in the amount due at maturity. For example, if your loan was for \$15,000 at 5.45% for 144 months and the rate increased to 6% after 12 months, your regular payments would increase by \$3.80.

Late charge: If a payment is more than 15 days late, you will be charged \$25.00.

Prepayment: If you pay off early, you will not have to pay a penalty but will have to pay your loan fee if not already paid. See your other contract documents for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

(e) means estimate

The Annual Percentage Rate before repayment begins is computed in accordance with federal regulations to take into account the loan fee and is not the same as the interest rate on your loans.

Your margin is 3.300% per annum.

Your margin will increase by 1% if you miss a payment and during any period of forbearance, but it will go back down to the initial margin after any subsequent 12 months of on-time payments.

As of the date this disclosure statement was prepared, the Current Index was 3.870%.

Itemization of the Amount Financed of: \$	35,858.00
Amount given to you directly: \$	35,858.00
Amount paid on your account: \$	0.00
Amount paid to others on your behalf: \$	0.00

FILED: KINGS COUNTY CLERK 02/11/2022 03:22 PM

NYSCEF DOC. NO. 3

INDEX NO. 504399/2022

RECEIVED NYSCEF: 02/11/2022

EXHIBIT “B”

AFFIDAVIT OF LOST OR DESTROYED LOAN ASSIGNMENT

I, the Affiant, Chris Mulvihill, being of full age, hereby make the following averments subject to the penalties of 18 Pa.C.S.A. §4904 relating to unsworn falsification to authorities.

1. I am the Director of Loan Recovery and Collections at AccessLex Institute doing business as Access Group ("Access Group"). Access Group is a Delaware entity with a principal place of business in West Chester, PA. I am more than nineteen January 1, 2002. I have held my current position as Director of Loan Recovery and Collections since March 1, 2012. In my current role, I oversee and am familiar with all aspects of Access Group's loan recovery services and operations.
2. By virtue of my position and tenure at Access Group, I am also authorized to make this Affidavit, and I make it based on my review of the subject business records, my personal knowledge of the applicable business recordkeeping practices, and my personal knowledge of Access Group's history and practices as set forth in this Affidavit.
3. Access Group is a non-profit corporation dedicated to promoting broad access to higher education. Access Group previously operated various education loan programs for students pursuing postsecondary education, primarily those students pursuing a graduate or professional degree (the "Access Group Loan Programs"). In particular, Access Group entered into various agreements with National City Bank, since acquired by and operating as PNC Financial Services Group, Inc. ("PNC") to extend private, credit-based education loans to eligible students. The Access Group Loan Program documents routinely identified "National City Bank" as Lender, while also bearing the name "Access Group" on the documents to be signed by borrowers at origination.
4. All eligible loans disbursed on or before July 26, 2007 were sold and assigned to Access Group by PNC from time to time following the full disbursement of each such Loan, and Access Group thereby became the owner and holder of these loans. Typically, loans were assigned to Access Group within approximately one year of origination. It was the regular practice of Access Group to act as the assignee of the loans, and the anticipated assignment of the loans from PNC to Access Group was a fundamental part of the design of the Access Group Loan Programs. Once executed, loan assignments were transferred to and maintained by Access Group.
5. The loans were typically assigned in bulk – meaning that a single assignment effectuated the transfer of multiple loans. A schedule listing out each specific loan that was assigned was incorporated into and attached to each assignment. This schedule identified each of the assigned loans by the borrower's social security number and either the loan disbursement principal, or the then-current principal balance.
6. Additionally, when the loans were assigned from PNC to Access Group, the transfer was memorialized in Access Group's electronic records. In particular, at the time of the loan assignment, the Lender ID in Access Group's electronic records changed from PNC's Lender ID (80885101-001), to one of Access Group's Lender IDs, for each of the transferred loans.
7. Access Group's electronic records are maintained in a secure manner, including password-protection and encryption, consistent with industry standards and all applicable privacy and electronic security laws and regulations and inter-agency guidance, including, without limitation, the Gramm-Leach Bliley Act and the Safeguards Rule. Access to Access Group's electronic records is available to need-to-know authorized personnel only. Moreover, the authority to make changes to

Access Group's electronic records is further restricted to only a few select and specially-authorized personnel.

8. Based on my knowledge as described above and based on my review of the subject loan records, Robert Broadhurst financed his education by entering into Access Group private educational loan agreements at his special instance and request. In particular and without limitation, on September 28, 2005, Robert Broadhurst executed an Application and Loan Agreement for one of Access Group's Private Loan Programs (the "Loan Agreement"). This particular loan was disbursed on October 07, 2005.
9. Access Group has conducted a diligent search of all of its records relating to Robert Broadhurst's loan and to Access Group Private Loan Programs generally. In particular, Access Group searched all of its physical business records located on site and at Access Group's secure off-site storage facility. Access Group also reviewed its electronic records, including the secure system drives containing loan documentation, such as loan assignments and other loan documents. However, Access Group is unable to locate a copy of the signed Loan assignment ("Assignment"), assigning Robert Broadhurst's loan to Access Group, and therefore believes that a signed copy of this Assignment was inadvertently lost, misplaced or destroyed in error. Notwithstanding, upon information and belief, based on consistent practice and history, and based on Access Group Private Loan Programs design and Access Group's electronic records, I state that the loan was assigned to Access Group on or around June 28, 2006.
10. The transfer of the loan at issue from PNC to Access Group is further corroborated by Access Group's electronic records, which show that the Lender ID for this loan is 833960007, which is a Lender ID for Access Group-owned loans.

AccessLex Institute dba Access Group

Signature: /s/ Christopher Mulvihill

By: Christopher Mulvihill

Title: Director of Loan Recovery and Collections

Commented [CM1]:

EXHIBIT B



PROVEST LLC
320 CARLETON AVE, STE.2600
CENTRAL ISLIP, NY, 11722
(631) 666-6168

LACY KATZEN LLP
600 BAUSCH & LOMB PL
ROCHESTER, NY 14692

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

INDEX # 504399/2022

ACCESSLEX INSTITUTE D/B/A ACCESS GROUP,

Plaintiff,

Against

ROBERT BROADHURST

Defendants,

AFFIDAVIT OF SERVICE

I, SOHAYEB JABIR, being first duly sworn, depose and say as follows:

I am not a party to this action, I am over 18 years of age and I reside in the State of New York.

On 3/9/2022 at 6:32 PM at 357 COURT STREET, APT. 3 BROOKLYN, NEW YORK 11231, I served the within SUMMONS, VERIFIED COMPLAINT, ELECTRONIC FILING NOTICE, bearing index #504399/2022, filed 2/11/2022 on ROBERT BROADHURST, defendant therein named,

(X) **SUITABLE AGE PERSON:** By delivering thereat a copy of each to, ANDREA BURRELL, SPOUSE, a person of suitable age and discretion. I also asked this person whether said premises was the defendant's dwelling place/usual place of abode and the reply was affirmative. I then asked this person whether he or she resided at said premises with the defendant and the reply was also affirmative.

(X) **MAILING:** On 03/15/2022 I also enclosed a copy of same, in a prepaid sealed, first class wrapper marked personal and confidential, properly addressed to defendant and mailed to defendant at 357 COURT STREET, APT. 3 BROOKLYN, NEW YORK 11231 by depositing said wrapper in a post office of the United States Postal Service within the state of NEW YORK.

Description of Person Served:

AGE: 40-45 **SKIN TONE:** WHITE **GENDER:** FEMALE **WEIGHT:** 131-160 LBS **HEIGHT:** 5FT4IN-5FT7IN **HAIR:** BLACK

MILITARY I was unable to confirm whether the defendant was in active military service of the United States or of the State of NEW SERVICE YORK in any capacity.

X


 Server Signature
 LICENSE # 210 695-DCA
 FILE # 700002900
 CASE ID # 6331994

STATE OF NEW YORK

COUNTY OF NassauSworn to and subscribed before me this 21 day of March, 2022 by SOHAYEB JABIR (affiant name).

Signature of Notary Public

Print, Type or Stamp Notary's Commissioned Name

Personally known OR Produced Identification _____

Type of Identification Produced _____

KEVIN McCARTHY
 NOTARY PUBLIC, State of New York
 No. 01MC6163828
 Qualified in Nassau County
 Commission Expires 06/06/2023

EXHIBIT C

Instructions: FILL IN THE NAMES OF THE PARTIES AND THE INDEX NUMBER. COMPLETE THE BLANK SPACES NEXT TO THE INSTRUCTIONS PRINTED IN BOLD TYPE. PRINT AND USE BLACK INK ONLY. SIGN YOUR NAME IN THE PRESENCE OF A NOTARY PUBLIC.

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF KINGS

—x—

Index No. 504399 /2022

Access Institute d/b/a Plaintiff,
Access Group
- against -

ANSWER

Robert Broadhurst Defendant.

—x—

As and for his/her answer to the complaint herein, the defendant Robert
Broadhurst respectfully shows and alleges as follows:

KINGS COUNTY CLERK
FILED
2022 APR -7 AM 9:55 *(Signature)*

X. Admits the truth of the allegations of Paragraph(s) 2, 5, 7, 10

of the complaint.

X Denies knowledge or information sufficient to form a belief as to the truth
of the allegations of Paragraph(s) 1, 3, 4, 8
of the complaint.

X. Denies the allegations of Paragraph(s) 9, 11

of the complaint.

X. Defendant admits that he executed an Application and Loan Agreement
but denies the allegation to the extent that any amount is owed to the Plaintiff.

Defendant is currently attempting to retain an attorney and asks that this Court postpone
any further action on the instant lawsuit until he has had an opportunity to do so.

AFFIRMATIVE DEFENSES

1. Plaintiff is not the real party in interest. Specifically, Defendant has received collection notices from other collection agencies purporting to have taken assignment of or purchased the alleged debt.
2. Plaintiff is barred from collecting this debt based on the equitable doctrines of waiver and laches. Defendant reserves the right to allege additional affirmative defenses.

COUNTERCLAIMS

WHEREFORE, defendant prays that this Court dismiss the complaint of the plaintiff herein, with costs and disbursements to defendant, together with such other relief the Court finds to be just and proper.

Dated: 4/6/22



Signature

Robert Broadhurst

Print Name

357 Court St., Apt 3

Brooklyn, NY 11231

917-696-5426

Defendant's Address and
Telephone Number

VERIFICATIONROBERT BROADHURST

, being duly sworn, deposes and says:

I am the defendant. I have read the foregoing answer and know the contents thereof. The same are true to my knowledge, except as to matters therein stated to be alleged on information and belief and as to those matters I believe them to be true. To the best of my knowledge, information and belief, formed after an inquiry reasonable under the circumstances, the presentation of these papers or the contentions therein are not frivolous as defined in subsection (c) of section 130-1.1 of the Rules of the Chief Administrator (22 NYCRR).



Sign Name

Print Name

Sworn to before me this
6 day of April, 2022.

_____
Notary Public

EXHIBIT D

Lacy Katzen LLP • Attorneys at Law
Main Office: Legacy Tower, 600 Bausch & Lomb Place, Rochester, New York
Mailing Address: P.O. Box 22878, Rochester, New York 14692-2878
Telephone: (585) 454-5650 • (866) 250-2112 • Office Hours: 8:30 A.M. to 4:30 P.M. (EST)
New York City Department of Consumer Affairs License Number 2045950-DCA

November 16, 2021

Robert Broadhurst
357 Court Street, Apt. 3
Brooklyn NY 11231

Original Creditor: National City Bank
Current Owner: Accesslex Institute d/b/a Access Group
Original Account Number XX2203
Lacy Katzen File Number 700002906

Total due as of charge-off:	\$39154.58
Interest accrued since charge-off:	0.00
Non-interest charges or fees accrued since charge-off:	0.00
Payments/credits since charge-off:	-0.00
Balance due:	\$39154.58

Dear Sir or Madam:

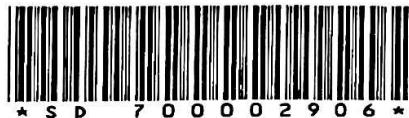
Our office represents Accesslex Institute d/b/a Access Group. Accesslex Institute d/b/a Access Group has referred the above account to this office for collection. We are sending this letter based on account information provided by our client with respect to a Application and Loan Agreement. Enclosed please find documentation related to the account. Please direct any future communications regarding the above account to our office.

The balance due Accesslex Institute d/b/a Access Group is \$39154.58. Interest is not accruing on the balance.

The New York City Department of Consumer and Workers Protection requires us to request and record your language preference. We do not have language access services available and we do not translate any communications into a language other than English. A translation and description of commonly-used debt collections terms is available in multiple languages on www.nyc.gov/dca.

Statutory Notices:

Unless the consumer, within thirty days after receipt of the notice, disputes the validity of the debt, or any portion thereof, the debt will be assumed to be valid by the debt collector. If the



Please see page 2 for additional important notices.

consumer notifies the debt collector in writing within the thirty-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer (if a judgment exists) and a copy of such verification or judgment will be mailed to the consumer by the debt collector. Upon the consumer's written request within the thirty-day period, the debt collector will provide the consumer with the name and address of the original creditor, if different from the current creditor.

Any writing which disputes the validity of the debt or any portion thereof, or any writing requesting the name and address of the original creditor may be sent to the mailing address identified in the heading on page 1.

Debt collectors, in accordance with the Fair Debt Collection Practices Act, 15 U.S.C. § 1692, *et seq.*, are prohibited from engaging in abusive, deceptive, and unfair debt collection efforts, including but not limited to:

- (i) the use or threat of violence;
- (i) the use of obscene or profane language; and
- (ii) repeated phone calls made with the intent to annoy, abuse, or harass.

If a creditor or debt collector receives a money judgment against you in court, state and federal laws may prevent the following types of income from being taken to pay the debt:

1. Supplemental security income, (SSI);
1. Social security;
2. Public Assistance (welfare);
3. Spousal support, maintenance (alimony) or child support;
4. Unemployment Benefits;
5. Disability benefits;
6. Workers' compensation benefits;
7. Public or private pensions;
8. Veterans' benefits;
9. Federal student loans, federal student grants, and federal work study funds; and
10. Ninety percent of your wages or salary earned in the last sixty days.

Please be advised that any communication we send you can be provided in an alternate, reasonably accommodating format, such as large print. Please contact us at (585) 454-5650 or (866) 250-2112 to request an alternative format.

This communication is from a debt collector. This is an attempt to collect a debt. Any information obtained will be used for that purpose.

Very truly yours,
LACY KATZEN LLP



By: Karl E. Kolkmann, Esq.

Enclosure

Access Application and Loan Agreement for group. Access Group® Private Loan Programs

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties that may include fines or imprisonment under the United States Criminal Code.

P
P.05.A

Borrower Information (Please complete all information in this section. If all information is not completed in full, processing of your Application and Loan Agreement may be delayed.)

1. Borrower Last Name BROADHURST	Borrower First Name ROBERT	Borrower Middle Initial J	2. Borrower Social Security Number 2725
3. Borrower Date of Birth (MM/DD/YYYY) 10/19/1976	4. Driver's License Number (List two-letter state abbreviation first.) State: CT Number: 5960	5. Citizenship status: U.S. Citizen, National, International (Check one.) or Eligible Noncitizen <input checked="" type="checkbox"/> <input type="checkbox"/> Student *See instructions	
6. Permanent U.S. Address (Neither an address outside the U.S. or U.S. Territories nor a P.O. Box is acceptable.) Street 8 W. 105TH ST. APT. 3D		City NEW YORK	State NY Zip Code 10025
7. Home Telephone Number (917) 696-5426 -		10. E-mail Address RJB2122@COLUMBIA.EDU	
8. Current Mailing Address (An address outside the U.S. or U.S. Territories is not acceptable.) If same as Permanent Address, write "same as above." Street 8 W. 105TH ST. APT. 3D City NEW YORK State NY Zip Code 10025			
9. Current Telephone Number (917) 696-5426 -		11. Personal References (Two separate adult references with different U.S. addresses are required — P.O. Boxes not accepted. Both references must be completed fully.)	
A. Name AUSTIN Address (Permanent) City GREENWICH	BROADHURST State CT Zip 06830 Telephone Number (203) 869-8743	B. Name EDWARD T Address (Permanent) City RIVERSIDE State CT Zip 06878 Telephone Number (203) 698-1605	
12. Loan Amount Requested \$ 38,400.00		13. Are you also the student for whom this loan is requested? Yes, <input checked="" type="checkbox"/> No, <input type="checkbox"/> If yes, skip fields 14 and 15. I am the student. I am the sponsor.	
14. Current Employer Information Company Name _____ Address _____ City _____		15. Gross Monthly Income (You do not have to reveal alimony, child support, or separate maintenance income unless you wish it to be considered as a basis for evaluating this application.) \$ _____ .00	

Borrower Request for Loan, Promise to Pay, and Signature

PLEASE READ YOUR IMPORTANT NOTICES AND BORROWER CERTIFICATION, AND THE STATEMENT OF LOAN TERMS AND CONDITIONS IN THEIR ENTIRETY BEFORE SIGNING.
 I request a loan from National City Bank (the "Lender") in the amount set forth as the "Loan Amount Requested" in field 12 above, under the loan program for which you determine me to be eligible based on the information I have provided (enrollment status, program of study, and citizenship status) in this Application and Loan Agreement (the "Application"). I have read and understand the Borrower Certification, the Important Notices, and the applicable Statement of Loan Terms and Conditions (the "Statement of Terms") which accompany (and are incorporated by this reference into) this Application. I declare under penalty of perjury that each of the statements in this Application and in the Borrower Certification is true, correct and complete. I agree to be bound by the Borrower Certification and by each of the terms and conditions of the Statement of Terms. I understand that the amount and certain other terms of my loan will be described to me in a separate Disclosure Statement. I promise to pay, to the order of the Lender, the principal sum advanced to me or paid on my behalf, together with interest thereon and all other amounts provided for in the Statement of Terms.
 If you sign this documentation in Wisconsin: NOTICE TO CUSTOMER: (A) DO NOT SIGN THIS BEFORE YOU READ THE IMPORTANT NOTICES AND BORROWER CERTIFICATION AND THE ACCOMPANYING STATEMENT OF LOAN TERMS AND CONDITIONS, EVEN IF OTHERWISE ADVISED. (B) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES. (C) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN. (D) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.
 CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

16. Signature of Borrower: Signed by: ROBERT J BROADHURST

17. Date: 09/28/2005

Student Information (If the borrower is also the student, skip fields 18, 19, and 20. If the borrower is not the student, the student must complete all fields.)

18. Student Last Name BROADHURST	Student First Name ROBERT	Student Middle Initial J	19. Student Social Security Number 2725
20. Student Date of Birth (MM/DD/YYYY) 10/19/1976	21. School Name COLUMBIA UNIVERSITY	SCHOOL OF THE ARTS	
22. Enrollment period for which loan is requested (MM/YYYY) From: 09/30/2005 To: 05/31/2006	23. Enrollment Status At least half time <input checked="" type="checkbox"/> Less than half time <input type="checkbox"/>		
24. Check only one box to indicate the program for which you will be enrolled. List program of study code where requested. See Instructions. Dental <input type="checkbox"/> Law <input type="checkbox"/> Graduate Health <input type="checkbox"/> (Program Code) Continuing Education/Certificate Program <input type="checkbox"/> (Program Code) Graduate Business/MBA <input type="checkbox"/> Medical <input type="checkbox"/> Other Graduate/Professional <input checked="" type="checkbox"/> OTH (Program Code) Undergraduate <input type="checkbox"/> (Program Code)			

I authorize Access Group or any educational institution that I may attend to release to the Lender, subsequent holder, or their agents, and to the borrower identified on this application, any information pertinent to this loan (including information requested on this application as well as future information about my enrollment status). If this loan (or any part thereof) is canceled, I agree to return any funds (or applicable part thereof) that have been disbursed to me.

25. Signature of Student _____

26. Date _____

School Certification Section (To be completed by an authorized school official)

27. School Name COLUMBIA UNIVERSITY	SCHOOL OF THE ARTS	28. DOE School Code 002707-02	29. Grade Level
30. Loan Period (MM/DD/YYYY) From: To:	31. Anticipated Graduation Date (MM/DD/YYYY)	32. Certified Private Loan Amount \$ _____ .00	
33. Check only one box to indicate the program of study in which the student will be enrolled. If necessary, see School Certification Instructions. Dental <input type="checkbox"/> Law <input type="checkbox"/> Graduate Health <input type="checkbox"/> Continuing Education/Certificate Program <input type="checkbox"/> Graduate Business/MBA <input type="checkbox"/> Medical <input type="checkbox"/> Other Graduate/Professional <input type="checkbox"/> Undergraduate <input type="checkbox"/>			
34. Recommended Disbursement Date(s) (MM/DD/YYYY) 1st 2nd 3rd 4th			
35. Recommended Disbursement Amount(s) 1st \$ _____ 2nd \$ _____ 3rd \$ _____ 4th \$ _____			
My signature certifies that I am an authorized official of the institution listed in field 27 and I have read and agree to the "School Certification" and, based upon the records available to the institution listed in field 27, the information provided above is true and accurate to the best of my knowledge and belief.			
36. Signature of Authorized School Official _____		37. Data _____	

Important Notices and Borrower Certification

Criminal Penalties 18 U.S.C. §1014

Whoever knowingly makes any false statement or report, or willfully overvalues any land, property or security, for the purpose of influencing in any way the action of ... any institution the accounts of which are insured by the Federal Deposit Insurance Corporation ..., upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan, or any change or extension of any of the same, by renewal, deferral of action or otherwise, or the acceptance, release, or substitution of security therefor, shall be fined not more than \$1 million or imprisoned not more than 30 years, or both.

Borrower Authorization

I authorize the Lender and Access Group, Inc. to investigate my creditworthiness and to obtain information from others concerning my credit standing and other relevant information affecting this application. I authorize the Lender or other subsequent holder of my loan and Access Group, Inc. to provide to others information about my loan and the Lender's (or subsequent holder's) or Access Group, Inc.'s experiences with me. If I have a cosigner, I authorize the Lender or subsequent holder of my loan, Access Group, Inc., and the servicer of my loan to obtain my credit report from time to time in order to determine whether my cosigner may be eligible for release from his or her obligations in connection with this debt. I acknowledge and agree that the school referenced on the Application and Loan Agreement may receive a copy of this Application and Loan Agreement. Except as otherwise prohibited by law, I agree and consent that the Lender may share with its respective affiliates all information about me for the purposes, among other things, of evaluating credit applications or offering products and services that it believes may be of interest to me. Under the Fair Credit Reporting Act there is certain credit information about me that cannot be shared by the Lender with its affiliates if I send a written instruction containing my name, address, account number, and Social Security number addressed as follows: National City Bank, Office of Consumer Privacy, P.O. Box 4068, Kalamazoo, MI 49009.

Important Information about Procedures For opening a New Account

To help the government fight the funding of terrorism and money-laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, business documents, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

If you sign the Application and Loan Agreement in California:

A married applicant may apply for a separate account. As required by law, you are hereby notified that 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 obligations.

If we 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, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished us your consumer credit report and from any other consumer credit reporting agency which compiles and maintains files on consumers on a nationwide basis. You 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.

If you sign the Application and Loan Agreement in Iowa (This is a consumer credit transaction), Nebraska, or Kansas:

Notice to Consumer:

1. Do not sign this paper (agreement) before you read it. 2. You are entitled to a copy of this paper (agreement). 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.

If you sign the Application and Loan Agreement in Iowa and the principal amount of this Loan exceeds \$20,000: IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.

If you sign the Application and Loan Agreement In Rhode Island:

A consumer report may be requested in connection with this application.

If you sign the Application and Loan Agreement in Maryland:

We elect Subtitle 10, Credit Grantor Closed End Credit Provisions, of Title 12 of the Commercial Law Article of the Annotated Code of Maryland only to the extent not inconsistent with 12 U.S.C. §85 and related regulations and opinions, which we expressly reserve.

If you sign the Application and Loan Agreement in New York:

A consumer report may be requested in connection with this application. Upon our request, you will be informed whether or not a consumer report was requested, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. Subsequent consumer reports may be requested or utilized in connection with an update, renewal or extension of the credit for which application was made.

If you sign the Application and Loan Agreement in Ohio:

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.

If you sign the Application and Loan Agreement In Pennsylvania:

You intend to be legally bound by this Application and Loan Agreement and the Statement of Loan Terms and Conditions.

If you sign the Application and Loan Agreement in Utah:

As required by Utah law, you are hereby notified that 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 obligations.

If you sign the Application and Loan Agreement in Vermont:

You authorize National City Bank to obtain credit reports about you now and in the future for all legitimate purposes associated with this application or the account including, but not limited to: (a) evaluating the application; and (b) renewing, reviewing, modifying, and taking collection action on your account.

Your consent is required before we can share certain credit information about you with our affiliates. We are permitted to share information which is not a credit report under Vermont law without your consent, such as information related solely to our transactions and experiences with you.

If you sign the Application and Loan Agreement in Wisconsin:

For married Wisconsin residents, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of a marital property agreement, a unilateral statement under Section 766.59 of the Wisconsin Statutes or a court decree under Section 766.70 of the Wisconsin Statutes adversely affects the interests of the creditor unless the creditor, prior to the time the credit is granted, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision when the obligation to the creditor is incurred.

Borrower Certification

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I, the borrower, certify that the information contained in my Application and Loan Agreement for a loan under the Access Group® loan programs is true, complete, and correct to the best of my knowledge and belief and is made in good faith. At my lender's option, I authorize the lender to make my loan check payable to the student on whose behalf the loan is to be extended (which in the case of a non-student borrower is the person identified in fields 18 and 19 of my Application and Loan Agreement, and in the case of a student borrower is me) and mail it to such student's school, to mail a master check to such student's school, or to electronically transfer loan funds to such student's account at such student's school, and, in the case of an Electronic Funds Transfer or master check, if I am a borrower who is not the student, I further authorize the lender and the school to distribute to the student any loan funds in excess of the amount owed or payable by such student to the school during the applicable academic period. IF I AM A BORROWER WHO IS NOT ALSO THE STUDENT, I UNDERSTAND AND AGREE THAT NO AMOUNTS WILL BE PAYABLE TO ME EITHER BY CHECK OR ELECTRONIC TRANSFER. I authorize any educational institution that such student may attend, the guarantor, or Access Group, Inc. to release to the lending institution, subsequent holder, or their agents, any requested information pertinent to my loan (e.g., employment, enrollment status, prior loan history, current address). I authorize my lender, subsequent holder, Access Group, Inc., or their agents to advise such student's educational institution of the status of my Application and Loan Agreement or of my loan. I also authorize the lender, subsequent holder, educational institution, the guarantor, Access Group, Inc., or their agents to make inquiries to or respond to inquiries from subsequent lenders or holders with respect to my Application and Loan Agreement and related documents. I also authorize the lender, subsequent holder, guarantor, or their agents to release information and make inquiries to the persons I have listed in my Application and Loan Agreement as references, for the purpose of learning my current address and telephone number. I also authorize the lender, subsequent holder, the guarantor, Access Group, Inc., or their agents to check my credit and employment history and to answer questions about their credit experience with me. I certify that the proceeds of my loan will be used for educational purposes for the academic period stated in my Application and Loan Agreement at the educational institution named on my Application and Loan Agreement. I understand that I am responsible for repaying immediately any funds that I or the student receive which are not to be used or are not used for educational expenses related to attendance at the institution stated for the loan period stated. I certify that I have not filed for bankruptcy in the past seven years. I certify that I am not now in default on any loan received under the Federal Direct Loan Program or the Federal Family Education Loan Program, or other education loan.

Student Borrowers

Statement of Loan Terms and Conditions for Access Group® Private Loan Programs

This Statement of Loan Terms and Conditions applies to, and is a part of, my Application and Loan Agreement. My signature on the Application and Loan Agreement certifies that I have read, understand, and agree to these Loan Terms and Conditions. In this Statement of Loan Terms and Conditions the words "I," "me," "my," and "mine" mean the borrower identified on the Application and Loan Agreement. If a cosigner is identified on the Application and Loan Agreement, the words "I," "me," "my," and "mine" mean the borrower and the cosigner, jointly and severally, until such time, if any, as you may release the cosigner from his or her obligations under the Application and Loan Agreement pursuant to Paragraph E.7 below, except that references to my school, graduation or enrollment, program of study, citizenship, or participation in residency or postdoctoral programs, and references to loan funds being lent, advanced, mailed, or otherwise disbursed to me, for me, or on my behalf, refer only to the student borrower. In Paragraph E.7, the words "I" and "my" refer only to the cosigner. "You," "your," and "yours" mean National City Bank, 1900 East Ninth Street, Cleveland, Ohio 44114-3484, or its successors and assigns, and any subsequent holder of my loan.

A. PROMISE TO PAY

Intending to be legally bound, I promise to pay to your order under the provisions set forth in this Statement of Loan Terms and Conditions all of the principal sum advanced to me or paid on my behalf, and as set out below, interest on such principal sum, interest on any unpaid accrued interest added to the principal balance, late charges, and, in the event of default, and to the extent permitted by applicable law, costs of collection and reasonable attorneys' fees.

B. IMPORTANT - READ THIS INFORMATION CAREFULLY

1. When you receive my signed Application and Loan Agreement, you are not agreeing to lend me money. If you decide to make a loan to me, you will, in your sole discretion, mail a loan check to me, or mail a loan check or master check or electronically transfer the loan funds to my school for me. You have the right to not make a loan or to lend an amount less than the "Loan Amount Requested" in my Application and Loan Agreement. The amount of the loan will not exceed the Loan Amount Requested. I agree to accept an amount less than the Loan Amount Requested and to repay that portion of the Loan Amount Requested that you actually lend to me.

2. After you agree to make a loan to me, you will send me (and my cosigner, if applicable) a Disclosure Statement. In addition to other information, the Disclosure Statement will tell me the amounts of my disbursements and the index and margin used in calculating the interest rate for my loan.

3. I will review my Disclosure Statement upon receiving it and will contact you within three business days if I have any questions. If I am not satisfied (or if my cosigner, if applicable, is not satisfied) with the terms of my loan as approved, I (or my cosigner, if applicable) may cancel my loan and any disbursements. To cancel, I (or my cosigner, if applicable) must contact you in writing within three business days of receiving the Disclosure Statement and must notify my school. If I or my cosigner cancel the loan, I agree to not endorse any loan check, and to return to my school any and all funds received by me, and I agree that such non-endorsement and return of funds will be a condition to the effective cancellation of the loan.

C. DEFINITIONS

1. "Access Group Program" means the particular loan program (i.e., Law Access®, Bar Examination Loan, Business Access®, Graduate Access®, Health Access®, Medical Access®, Medical Residency Loan, Dental Access®, Dental Residency/Dental Board Examination Loan, Comprehensive Access® or Optimum® Loan) for which you have determined that I am eligible, based upon my program of study, enrollment status, and citizenship, as shown on my Application and Loan Agreement.

2. "Disbursement Date" means the date on which you lend money to me in consideration for my Application and Loan Agreement, which date will be the date shown on my loan check, the date the loan funds are electronically transferred to my school or the date on which any master check is mailed to my school.

3. "Interim Period" means the period beginning on the initial Disbursement Date and ending on (a) if my Access Group Program is the Law Access®, Graduate Access®, Health Access®, or Business Access® program, the date which is nine months after I graduate or otherwise cease to be enrolled at least half time at the school named on my Application and Loan Agreement or any other school participating in my Access Group Program, (b) if my Access Group Program is the Medical Access® or Medical Residency Loan program, the date which is nine months after the date I graduate or otherwise cease to be enrolled at least half time at the medical school named on my Application and Loan Agreement or any other medical school participating in the Medical Access® program, unless on such date I am participating in a required residency program, in which event the "Interim Period" will end on the date which is nine months after the date I complete or otherwise cease to participate in such residency program, but in no event later than 57 months after the date I graduate from medical school (I will be considered to be participating in a required residency program only if I have sent you a certification from the director of such

program as to my participation), (c) if my Access Group Program is the Bar Examination Loan program, the date which is nine months after the date my law school indicated on my Application and Loan Agreement to be my anticipated or actual graduation date, (d) if my Access Group Program is the Dental Access® or Dental Residency/Dental Board Examination Loan program, the date which is nine months after the date I graduate or otherwise cease to be enrolled at least half time at the dental school named on my Application and Loan Agreement or at any other dental school participating in the Dental Access® program, unless on such date I am participating in a required residency or postdoctoral program, in which event the "Interim Period" will end on the date which is nine months after the date I complete or otherwise cease to participate in such residency or postdoctoral program, but in no event later than 45 months after the date I graduate from dental school (I will be considered to be participating in a required residency or postdoctoral program only if I have sent you a certification from the director of such program as to my participation), or (e) if my Access Group Program is the Comprehensive Access® program or the Optimum® Loan program, the earlier of (i) the date which is nine months after I graduate, or otherwise cease to be enrolled, at the school named on my Application and Loan Agreement or any other school participating in the Access Group® loan programs or (ii) the date which is ten years after the Disbursement Date for my first Comprehensive Access® Loan or Optimum® Loan.

4. "Repayment Period" means the period beginning on the day after the Interim Period ends and continuing for no more than 240 months. I recognize that the beginning date of the Repayment Period may be earlier than the date on which I am asked to make my first payment according to the periodic statements described in Paragraph E.2.

D. INTEREST

1. **Accrual** - Interest on my loan will accrue at the Variable Rate. Interest begins to accrue on the Disbursement Date and will continue to accrue on the unpaid balance until paid in full. Interest will accrue on the unpaid principal sum to the extent it is advanced to me or paid on my behalf, and on unpaid accrued interest added to the principal balance in accordance with Paragraph D.3. Interest will be calculated on the basis of a 365.25-day year and the actual number of days elapsed. If I do not pay interest to you during the Interim Period, you may at your option add such interest to the principal balance of the loan in accordance with Paragraph D.3.

2. **Variable Rate** - The Variable Rate is equal to the Current Index (defined below), plus a margin ranging from 1.65% per annum to 6.45% per annum, depending on my credit history, my Access Group Program, and the availability of special loan programs at the school I attend, as identified in my Application and Loan Agreement, and my payment performance with respect to my loan. The margin applicable to my loan, as well as the basis upon which and the amount by which the margin applicable to my loan may be increased or decreased as a result of my payment performance, will be identified in my Disclosure Statement. In no event shall the Variable Rate be more than 25% per annum. The Variable Rate will change quarterly on the first day of each January, April, July, and October (the "Change Date(s)") if the Current Index changes. The "Current Index" for any calendar quarter beginning on a Change Date (or for any shorter period beginning on the Disbursement Date and ending on the first Change Date) is the three-month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. If the Current Index is no longer available, you will choose, in your sole discretion, a comparable substitute.

3. **Capitalization** - You may, at your option, add all accrued and unpaid interest on my loan to the principal balance of the loan on the last day of the Interim Period. If my loan is the Comprehensive Access® Loan or Optimum® Loan, you may, at your option, add all accrued and unpaid interest on my loan to the principal balance of the loan five years after the date of the first disbursement of my Comprehensive Access® Loan or Optimum® Loan (if my loan has not yet entered repayment at that time), and again when my loan enters repayment.

E. TERMS OF REPAYMENT

1. **Interim Period** - During the Interim Period you will send me quarterly statements showing my loan disbursements and the interest that accrues on my loan. Statements will be sent to the address shown on your records, as provided in Paragraph K. The quarterly statements will cover periods beginning on the initial Disbursement Date and thereafter on the first day of each January, April, July, and October. I may, but am not required to, make payments of interest or principal during the Interim Period. You may add any interest that I do not pay during the Interim Period to the principal balance, as described in Paragraph D.3.

2. **Repayment Period** - During the Repayment Period you will send me periodic statements on my loan. The periodic statements will cover periods beginning on the first day of the Repayment Period and on the same day of each following month. I will make consecutive monthly payments in the amounts and on the payment due dates shown on my periodic statements until I have paid all of the principal and interest and any other charges I may owe on my loan, as described in this Statement of Loan Terms and Conditions.

Continued on next page.

Student Borrowers

Statement of Loan Terms and Conditions for Access Group® Private Loan Programs

Continued from previous page.

3. Repayment Terms - Except as described in the next sentence, the amounts shown on my periodic statements will be consecutive monthly installments of principal and interest calculated each Change Date to equal the amount necessary to amortize the unpaid principal balance (including capitalized interest, if any) of my loan (as of the date of calculation) in equal monthly installments of principal and interest at the Variable Rate then in effect over the number of months remaining in the Repayment Period, unless I am offered and accept a graduated repayment plan. On any Change Date when the monthly installment payment amount is recalculated and the recalculated payment amount would differ only immaterially from the monthly installment payment amount last in effect, then you may determine not to change the monthly installment payment amount on such Change Date, but whether you change such payment amount or not, interest shall accrue from such Change Date at the new Variable Rate in effect on such Change Date until the Variable Rate next changes.

4. Amounts Owing at the End of the Repayment Period - Since interest accrues daily upon the unpaid principal balance of my loan, if I make payments after my payment due dates, I may owe additional interest. I also may owe additional interest that accrued following an increase in the Variable Rate that did not result in a corresponding increase to my monthly installment payment amount because the change to my payment amount would have been immaterial, as described in Paragraph E.3 above. If I have not paid my late charges, I will also owe additional amounts for those late charges. In such case you will increase the amount of my last monthly payment to the amount necessary to repay my loan in full.

5. Minimum Repayment - Notwithstanding Paragraph E.3, I agree to pay at least \$50 each month (principal and interest) during the Repayment Period or the unpaid balance, whichever is less. I understand that this may result in my loan being paid off in less than 240 months.

6. My obligation to repay my loan shall remain in force if I become totally and permanently disabled or die.

7. If I am a cosigner, I may be eligible for release from my obligations under my Application and Loan Agreement if all of the following are true: (i) the borrower has made the most recent 24 consecutive payments (without any intervening periods of any type of forbearance or in which the borrower is in any alternative repayment plan) of the entire amount then due (including any past due amounts and late charges) before, on, or within 15 days after the respective due dates for such payments; (ii) the borrower then has a credit (FICO) score of 700 or higher (or such other threshold as you may require from time to time) as reported by the credit reporting agency you choose; (iii) the borrower does not then have any bankruptcy history showing on his or her credit report; and (iv) the borrower does not then have any item on his or her credit report currently rated as past due. I realize that I shall be considered for release only upon request of the borrower.

F. LATE CHARGES

I will pay a late charge of \$25.00 if I fail to make any part of an installment payment within 15 days after it becomes due. I will pay only one late charge for an installment payment, regardless of the number of days it is late.

G. RIGHT TO PREPAY

I have the right to prepay all or any part of my loan at any time without penalty.

H. FORBEARANCE

If I am unable to repay my loan in accordance with the terms established under Paragraph E of this Statement of Loan Terms and Conditions, I may request that you modify these terms. I understand that such modification would be at your option. I understand that interest will continue to accrue during any period of forbearance and that I will remain responsible for payment of such interest.

I. WHOLE LOAN DUE

To the extent permitted by applicable law, I will be in default and you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you as described in this Statement of Loan Terms and Conditions, are due and payable at once (subject to any applicable law which may give me a right to cure my default) if:

1. I fail to make any monthly payment to you when due; or
2. I break any of my other promises in my Application and Loan Agreement (including this Statement of Loan Terms and Conditions); or

3. I die; or

4. Any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefit of my creditors; or

5. I make any false written statement in applying for my loan or at any time during the Interim or Repayment Periods. Your right to treat such false statements as a default is in addition to, and not in lieu of, any other remedies you have at law or in equity.

If I default, I will be required to pay interest on my loan accruing after default. The interest rate after default will be subject to adjustment in the same manner as before default.

J. COLLECTION COSTS

I agree to pay you reasonable amounts permitted by applicable law, including reasonable attorneys' fees for any attorneys who are not your regular salaried employees and court and other collection costs, which you, or any agent of yours, incur in enforcing the terms of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions).

K. NOTICES

1. I will send written notice to you within ten days after any change in my name, address, e-mail address, telephone number, school enrollment status, or residency or postdoctoral program participation.

2. Any notice required to be given to me by you will be effective (and deemed received) when mailed by first class mail to the latest address you have for me.

L. ADDITIONAL AGREEMENTS

1. The proceeds of my loan will be used (a) if my Access Group Program is the Law Access®, Business Access®, Graduate Access®, Health Access®, Medical Access®, Dental Access®, Comprehensive Access® Loan program or Optimum® Loan program, only for my education expenses at the school identified in my Application and Loan Agreement, (b) if my Access Group Program is the Bar Examination Loan program, only for my education expenses in conjunction with the Bar Examination, (c) if my Access Group Program is the Medical Residency Loan program, only for my education expenses in conjunction with a required residency program, or (d) if my Access Group Program is the Dental Residency/Dental Board Examination Loan program, only for my education expenses associated with the costs of a required dental residency, dental board examination, or postdoctoral program.

2. My responsibility for paying my loan is unaffected by the liability of any other person to me or by your failure to send me a statement or notify me that a required payment has not been made. Without losing any of your rights under my Application and Loan Agreement (including this Statement of Loan Terms and Conditions), you may accept (a) late payments, or (b) partial payments. I will not send you any partial payments marked "paid in full," "without recourse" or with similar language unless those payments are marked for "special handling" and sent to: Access Group, P.O. Box 7400, Wilmington, DE 19803-0400. 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 obligated to make any demand upon me, send me any notice, present my Application and Loan Agreement to me for payment or make protest of nonpayment to me before suing to collect on my loan if I am in default, and, to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions.

3. You are located in Ohio. My Application and Loan Agreement will be entered into in Ohio. Your decision on whether to lend me money will be made in Ohio. CONSEQUENTLY, THE PROVISIONS OF MY LOAN WILL BE GOVERNED BY FEDERAL LAWS AND THE LAWS OF THE STATE OF OHIO, WITHOUT REGARD TO CONFLICT OF LAW RULES. I agree that any suit I bring against you (or against any subsequent holder of my loan) must be brought in a court of competent jurisdiction in the county in which you maintain your (or the county in which such subsequent holder maintains its) principal place of business.

4. I may not assign my loan or any of its benefits or obligations. You may assign my loan at any time without my consent.

5. The terms and conditions set forth in my Application and Loan Agreement (including the Important Notices and Borrower Certification and, as applicable, Cosigner Certification), this Statement of Loan Terms and Conditions, and the Disclosure Statement constitute the entire agreement between you and me.

6. If any provision of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions) is held invalid or unenforceable, that provision shall be considered omitted from my Application and Loan Agreement without affecting the validity or enforceability of the remainder of my Application and Loan Agreement.

7. The Section headings of this Statement of Loan Terms and Conditions are a table of contents and not contract terms. In this Statement of Loan Terms and Conditions, acts or practices by you which are or may be permitted by "applicable law" are permitted by New Jersey law. In this Statement of Loan Terms and Conditions, acts or practices that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

8. A provision of my Application and Loan Agreement (including this Statement of Loan Terms and Conditions) may be modified only if jointly agreed upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of my Application and Loan Agreement.

9. I acknowledge that my loan is an education loan and that the Access Group® loan programs are funded in part by a nonprofit institution, and that my loan is therefore subject to the limitations on dischargeability in bankruptcy contained in Section 523 (a) (8) of the United States Bankruptcy Code.

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

PLEASE DIRECT ALL QUESTIONS OR
CORRESPONDENCE TO:

Access Group Inc
Loan Repayment Center
P O. Box 15249
Wilmington DE 19850-5249
1-800-282-1550

Creditor: National City Bank
Loan Program Type: GAL

Disbursement Date: 10/07/2005

COLUMBIA UNIVERSITY

ROBERT J BROADHURST
8 W. 105TH ST.
APT. 3D
NEW YORK, NY 10025

ANNUAL PERCENTAGE RATE		AMOUNT FINANCED
The cost of the credit as a yearly rate		
6.250%	7.170%	The amount of credit provided to you on your behalf
(e) Before repayment begins	(e) After repayment begins	\$30,008.00

Variable rate: The variable rate is equal to the Current Index plus the margin described below. The Annual Percentage Rate may change quarterly on the first day of each January, April, July and October if the Current Index changes. The "Current Index" for any calendar quarter is the three month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. The interest rate will not increase above 25%. Any increase could result in higher payment amounts and an increase in the amount due at maturity. For example, if your loan was for \$15,000 at 5.45% for 144 months and the rate increased to 6% after 12 months, your regular payments would increase by \$3.80.

Late charge: If a payment is more than 15 days late, you will be charged \$25.00.

Prepayment: If you pay off early, you will not have to pay a penalty but will have to pay your loan fee if not already paid.

See your other contract documents for any additional information about nonpayment, default, any required payment in full before the scheduled date, and prepayment refunds and penalties.

(e) means estimate

The Annual Percentage Rate before repayment begins is computed in accordance with federal regulations to take into account the loan fee and is not the same as the interest rate on your loans.

Your margin is 3.300% per annum.

Your margin will increase by 1% if you miss a payment and during any period of forbearance, but it will go back down to the initial margin after any subsequent 12 months of on-time payments.

As of the date this disclosure statement was prepared, the Current Index was 3.870%.

Itemization of the Amount Financed of: \$	30,008.00
Amount given to you directly: \$	30,008.00
Amount paid on your account: \$	0.00
Amount paid to others on your behalf: \$	0.00

FEDERAL TRUTH IN LENDING DISCLOSURE STATEMENT

PLEASE DIRECT ALL QUESTIONS OR
CORRESPONDENCE TO:

Creditor: National City Bank
Loan Program Type: GAL

Access Group, Inc.
Loan Repayment Center
P.O. Box 15249
Wilmington DE 19850-5249
1-800-282-1550

Disbursement Date: 12/09/2005

COLUMBIA UNIVERSITY

ROBERT J BROADHURST
8 W. 105TH ST.
APT. 3D
NEW YORK, NY 10025

ANNUAL PERCENTAGE RATE		AMOUNT FINANCED
The cost of the credit as a yearly rate		The amount of credit provided to you on your behalf
6.250%	7.170%	\$35,858.00
(e) Before repayment begins	(e) After repayment begins	

Variable rate: The variable rate is equal to the Current Index plus the margin described below. The Annual Percentage Rate may change quarterly on the first day of each January, April, July and October if the Current Index changes. The "Current Index" for any calendar quarter is the three month London Interbank Offered Rate (LIBOR) on the last business day of the second month of the prior calendar quarter, as reported in *The Wall Street Journal*. The interest rate will not increase above 25%. Any increase could result in higher payment amounts and an increase in the amount due at maturity. For example, if your loan was for \$15,000 at 5.45% for 144 months and the rate increased to 6% after 12 months, your regular payments would increase by \$3.80.

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Your margin is 3.300% per annum.

Your margin will increase by 1% if you miss a payment and during any period of forbearance, but it will go back down to the initial margin after any subsequent 12 months of on-time payments.

As of the date this disclosure statement was prepared, the Current Index was 3.870%.

Itemization of the Amount Financed of: \$	35,858.00
Amount given to you directly: \$	35,858.00
Amount paid on your account: \$	0.00
Amount paid to others on your behalf: \$	0.00

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600 Bausch and Lomb Place
6th Floor of the Legacy Tower
P.O. Box 22878
Rochester, NY 14692-22878

RETURN SERVICE REQUESTED

Robert Broad hrw 57
357 Court Street Apt 3
Brooklyn, NY 11231

rc