SUMMONS - CIVIL

JD-CV-1 Rev. 2-22 C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259; P.B. §§ 3-1 through 3-21, 8-1, 10-13

For information on ADA accommodations, contact a court clerk or go to: www.jud.ct.gov/ADA.



Instructions	are on	page 2.
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Select if an	ount legal interest or pror	perty in demand, not including in	nterest and cos	ts is LESS tha	n \$2 500	0	
_		perty in demand, not including in					
		n to, or in place of, money or da	2	,			
TO: Any prope	er officer						
		ou are hereby commanded to m	nake due and le	egal service of	this sum	mons and attached co	omplaint.
	rk (Number, street, town and zip c			number of clerk		Return Date (Must be a	
54 W. Main St	reet, Meriden 06451		(203)23	38 <i>-</i> 6666		January 31, 2023	f
X Judicial Dis	trict G.A.	At (City/Town)	•		Case ty	pe code (See list on page 2	,
☐ Housing Se	ssion 🗌 Number:	Meriden			Majo	r: C Minor:	40
For the plain	tiff(s) enter the appear	ance of:					
Name and address	of attorney, law firm or plaintiff if se	elf-represented (Number, street, town an	d zip code)		Jur	ris number <i>(if attorney or law</i>	(firm)
	ondon, 48 Christian Lane				40	06548	
Telephone number	1 *	of plaintiff (if self-represented)					
(860)666 - 4		1 100 (1 1 1000)	I E ma	il address for deliv	en of page	ers under Section 10-13 of ti	he
self-represented	law firm appearing for the pla , agrees to accept papers (se er Section 10-13 of the Conn	ervice) electronically		necticut Practice Bo			
Parties	Name (Last, First, Midd	lle Initial) and address of each pa	rty (Number; st	reet; P.O. Box;	town; sta	ate; zip; country, if not	USA)
First plaintiff		STUDENT LOAN AUTHORIT oulevard, Suite 3000, Warwick					P-01
Additional plaintiff	Name: Address:			0 (ď	P-02
First defendant	Name: WELCH, ROBER			Su	~ /Ve	ATTEST STATE MARSHAL	D-01
	Address: 62 Forest Road, Name: WELCH, ROBER			A TRU	E COP	TATE MARSHAL	
Additional defendant	Address: 62 Forest Road,			RIAN MEZIC	;K-G+S	STATE WATOTIAL	D-02
Additional defendant	Name: Address:						D-03
Additional defendant	Name: Address:						D-04
Total number	of plaintiffs: 1	Total number of defendant	s: 2	Form	ID-CV-2	attached for additiona	al parties
Notice to e	ach defendant						
 You are being sued. This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you. To receive further notices, you or your attorney must file an <i>Appearance</i> (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear. If you or your attorney do not file an <i>Appearance</i> on time, a default judgment may be entered against you. You can get an <i>Appearance</i> form at the court address above, or on-line at https://jud.ct.gov/webforms/. If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a 							
5. If you have	questions about the summ	https://www.jud.ct.gov/pb.htm. ons and complaint, you should t	talk to an attorn	ney.			
Date		advice on legal matters.		narios C I Nor	ne of perso	on signing	
12/30/22	Signed (Sign and select prope	Illon []	ommissioner of Su	, , , , , , , , , , , , , , , , , , , ,	-	Mueller-London	i.
If this summons	s is signed by a Clerk:					For Court Use On	ly
		plaintiff(s) will not be denied ac	cess to the cou	urts.	Fil	e Date	
•	b. It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law.						
		any legal advice in connection v					
d. The Clerk s errors or on summons o	nissions in the summons, a	request of the plaintiff(s) is not ny allegations contained in the	responsible in complaint, or th	any way for an ne service of th	e e		
I certify I have understand the	read and Signed (Self-repres	ented plaintiff)		Date	Do	ocket Number	

Instructions

- 1. Type or print legibly. If you are a self-represented party, this summons must be signed by a clerk of the court.
- 2. If there is more than one defendant, make a copy of the summons for each additional defendant. Each defendant must receive a copy of this summons. Each copy of the summons must show who signed the summons and when it was signed. If there are more than two plaintiffs or more than four defendants, complete the Civil Summons Continuation of Parties (form JD-CV-2) and attach it to the original and all copies of the summons.
- 3. Attach the summons to the complaint, and attach a copy of the summons to each copy of the complaint. Include a copy of the Civil Summons Continuation of Parties form, if applicable.
- 4. After service has been made by a proper officer, file the original papers and the officer's return of service with the clerk of the court.
- 5. Use this summons for the case type codes shown below.
 - Do not use this summons for the following actions:
 - (a) Family matters (for example divorce, child support, custody, parentage, and visitation matters)
 - (b) Any actions or proceedings in which an attachment, garnishment or replevy is sought
 - (c) Applications for change of name
 - (d) Probate appeals

- (e) Administrative appeals
- (f) Proceedings pertaining to arbitration
- (g) Summary Process (Eviction) actions
- (h) Entry and Detainer proceedings
- (i) Housing Code Enforcement actions

Case Type Codes

MAJOR DESCRIPTION	CODE Major/ Minor	MINOR DESCRIPTION	MAJOR DESCRIPTION	CODE Major/ Minor	MINOR DESCRIPTION
Contracts	C 00	Construction - All other	Property	P 00	Foreclosure
	C 10	Construction - State and Local		P 10	Partition
	C 20	Insurance Policy		P 20	Quiet Title/Discharge of Mortgage or Lien
	C 30	Specific Performance		P 30	Asset Forfeiture
	C 40	Collections		P 90	All other
	C 50	Uninsured/Underinsured Motorist Coverage			
	C 60	Uniform Limited Liability Company Act - C.G.S. 34-243			
	C 90	All other	Torts (Other	T 02	Defective Premises - Private - Snow or Ice
			than Vehicular)	T 03	Defective Premises - Private - Other
Eminent	E 00	State Highway Condemnation		T11	Defective Premises - Public - Snow or Ice
Domain	E 10	Redevelopment Condemnation		T 12	Defective Premises - Public - Other
	E 20	Other State or Municipal Agencies		T 20	Products Liability - Other than Vehicular
	E 30	Public Utilities & Gas Transmission Companies		T 28	Malpractice - Medical
	E 90	All other		T 29	Malpractice - Legal
				T 30	Malpractice - All other
Housing	H 10	Housing - Return of Security Deposit		T 40	Assault and Battery
riousing	H 12	Housing - Rent and/or Damages		T 50	Defamation
	H 40	Housing - Housing - Audita Querela/Injunction	•	T 61	Animals - Dog
	H 50	Housing - Administrative Appeal		T 69	Animals - Other
	H 60	Housing - Municipal Enforcement		T 70	False Arrest
	H 90	Housing - All Other		T 71	Fire Damage
	1100	, notes in grant and a second a second and a		T 90	All other
Miscellaneous	M 00	Injunction	Vehicular Torts	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	M 10	Receivership	Verificular Torts	V 04	Motor Vehicles* - Pedestrian vs. Driver
	M 15	Receivership for Abandoned/Blighted Property		V 05	Motor Vehicles* - Property Damage only
	M 20	Mandamus		V 06	Motor Vehicle* - Products Liability Including Warranty
	M 30	Habeas Corpus (extradition, release from Penal Institution)		V 09	Motor Vehicle* - All other
	M 40	Arbitration	ł	V 10	Boats
	M 50	Declaratory Judgment		V 20	Airplanes
	M 63	Bar Discipline		V 30	Railroads
	M 66	Department of Labor Unemployment Compensation Enforcement		V 40	Snowmobiles
	M 68			V 90	All other
	M 70	Bar Discipline - Inactive Status Municipal Ordinance and Regulation Enforcement			*Motor Vehicles include cars, trucks,
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30			motorcycles, and motor scooters.
	M 83	Small Claims Transfer to Regular Docket			
	M 84	Foreign Protective Order	Wills, Estates	W 10	Construction of Wills and Trusts
	M 89	CHRO Action in the Public Interest - P.A. 19-93	and Trusts	W 90	All other
				,	
	M 90	All other			

RETURN DATE: JANUARY 31, 2023 : SUPERIOR COURT

RHODE ISLAND STUDENT LOAN : JUDICIAL DISTRICT OF

AUTHORITY NEW HAVEN

VS. : AT MERIDEN

ROBERT P WELCH : DECEMBER 30, 2022

ROBERT H WELCH

COMPLAINT

COUNTS RELATED TO LOAN NUMBER **7608

First Count: Breach of Contract

- 1. The Plaintiff, RHODE ISLAND STUDENT LOAN AUTHORITY (the "Plaintiff"), is a public corporation and governmental agency organized under the laws of the State of Rhode Island, with its principal place of business located at 935 Jefferson Boulevard, (formerly located at 560 Jefferson Boulevard), Suite 3000, Warwick, Rhode Island.
- 2. Upon information and belief, the Defendant, ROBERT P WELCH is an individual residing at 62 Forest Road, Wallingford, Connecticut.
- 3. Upon information and belief, the Defendant, ROBERT H WELCH is an individual residing at 62 Forest Road, Wallingford, Connecticut. The Defendant, ROBERT P WELCH, and the Defendant, ROBERT H WELCH, are hereinafter collectively referred to as the "Defendants".
- 4. On or about February 1, 2008, the Defendants executed and delivered to the Plaintiff an Application and Promissory Note (the "2008 Note") for a Rhode Island Family Education (Loan ID# **7608). A copy of the 2008 Note is attached hereto as

Exhibit "A". In reliance on the Note, the Plaintiff loaned money to or on behalf of the Defendants. Despite written demand, the Defendants have failed, neglected and refused to pay the Plaintiff pursuant to the 2008 Note. Accordingly, the entire principal balance is immediately due and payable, including all costs, interest, and reasonable attorney's fees. The last payment applied to this account was made on December 10, 2018. As of June 5, 2019 the unpaid principal balance, plus accrued interest thereon according to the 2008 Note, was \$49,897.95, which sum remains due and owing from the Defendant to the Plaintiff.

5. As a result of the Defendants' failure to make payments to the Plaintiff, the Plaintiff has suffered and continues to suffer damages.

Second Count: Unjust Enrichment

- 1-3. Paragraphs 1 through 3 of the First Count are hereby re-alleged and incorporated as Paragraphs 1 through 3 of this the Second Count as if fully stated herein.
- 4. The Plaintiff loaned money to or on behalf of the Defendants in reliance on the Defendants' promise to pay.
- 5. Despite written demand, the Defendants have unjustly failed, neglected and refused to pay \$49,897.95 owed the Plaintiff, although the Defendants received the benefit of the loan.
 - 6. The Plaintiff relied on the Defendants' promises to pay to its detriment.
- 7. As a result of the foregoing, the Defendants have been unjustly enriched, and the Plaintiff has suffered damages.

COUNTS RELATED TO LOAN NUMBER **3062

Third Count: Breach of Contract

- 1-3. Paragraphs 1 through 3 of the First Count are hereby re-alleged and incorporated as Paragraphs 1 through 3 of this the Third Count as if fully stated herein.
- 4. On or about August 6, 2009, the Defendants executed and delivered to the Plaintiff an Application and Promissory Note (the "2009 Note") for a Rhode Island Family Education (Loan ID# **3062). A copy of the 2009 Note is attached hereto as <a href="Exhibit "B". In reliance on the Note, the Plaintiff loaned money to or on behalf of the Defendants. Despite written demand, the Defendants have failed, neglected and refused to pay the Plaintiff pursuant to the 2009 Note. Accordingly, the entire principal balance is immediately due and payable, including all costs, interest, and reasonable attorney's fees. The last payment applied to this account was made on December 10, 2018. As of June 5, 2019 the unpaid principal balance, plus accrued interest thereon according to the 2009 Note, was \$29,109.45, which sum remains due and owing from the Defendant to the Plaintiff.
- 5. As a result of the Defendants' failure to make payments to the Plaintiff, the Plaintiff has suffered and continues to suffer damages.

Fourth Count: Unjust Enrichment

- 1-3. Paragraphs 1 through 3 of the First Count are hereby re-alleged and incorporated as Paragraphs 1 through 3 of this the Fourth Count as if fully stated herein.
- 4. The Plaintiff loaned money to or on behalf of the Defendants in reliance on the Defendants' promise to pay.
- 5. Despite written demand, the Defendants have unjustly failed, neglected and refused to pay \$29,109.45 owed the Plaintiff, although the Defendants received the benefit of the loan.

- 6. The Plaintiff relied on the Defendants' promises to pay to its detriment.
- 7. As a result of the foregoing, the Defendants have been unjustly enriched, and the Plaintiff has suffered damages.

COUNTS RELATED TO LOAN NUMBER **9819

Fifth Count: Breach of Contract

- 1-3. Paragraphs 1 through 3 of the First Count are hereby re-alleged and incorporated as Paragraphs 1 through 3 of this the Fifth Count as if fully stated herein.
- 4. On or about August 5, 2010, the Defendants executed and delivered to the Plaintiff an Application and Promissory Note (the "2010 Note") for a Rhode Island Family Education (Loan ID# **9819). A copy of the 2010 Note is attached hereto as Exhibit "C". In reliance on the Note, the Plaintiff loaned money to or on behalf of the Defendants. Despite written demand, the Defendants have failed, neglected and refused to pay the Plaintiff pursuant to the 2010 Note. Accordingly, the entire principal balance is immediately due and payable, including all costs, interest, and reasonable attorney's fees. The last payment applied to this account was made on December 10, 2018. As of June 5, 2019 the unpaid principal balance, plus accrued interest thereon according to the 2010 Note, was \$32,588.63, which sum remains due and owing from the Defendant to the Plaintiff.
- 5. As a result of the Defendants' failure to make payments to the Plaintiff, the Plaintiff has suffered and continues to suffer damages.

Sixth Count: Unjust Enrichment

- 1-3. Paragraphs 1 through 3 of the First Count are hereby re-alleged and incorporated as Paragraphs 1 through 3 of this the Sixth Count as if fully stated herein.
- 4. The Plaintiff loaned money to or on behalf of the Defendants in reliance on the Defendants' promise to pay.
- 5. Despite written demand, the Defendants have unjustly failed, neglected and refused to pay \$32,588.63 owed the Plaintiff, although the Defendants received the benefit of the loan.

- 6. The Plaintiff relied on the Defendants' promises to pay to its detriment.
- 7. As a result of the foregoing, the Defendants have been unjustly enriched, and the Plaintiff has suffered damages.

WHEREFORE, the Plaintiff claims:

- Monetary damages;
- 2. Interest; including post-judgment interest at the legal rate, or in the alternative, at the statutory rate of 10% per annum;
- 3. Costs of bringing this action as provided for by statute;
- 4. Reasonable attorneys' fees;
- An order on the Defendant(s) for reasonable weekly payments out of sums earned or to be earned for services rendered in accordance with the statute made and provided; and
- 6. Such other relief as this Court deems proper.

Notice is hereby given to the Defendants that the Plaintiff intends to seek satisfaction of any judgment rendered in the Plaintiff's favor in this action from any debts accruing to the Defendant by reason of the Defendant's personal services.

Hereof fail not but of this writ with your doings thereon make due service and return according to law.

Dated at Newington, Connecticut, this the 30th day of December 2022.

PLAINTIFF, RHODE ISLAND STUDENT LOAN AUTHORITY

Joane R. Mueller-London

Its Attorney

A TRUE COPY, ATTEST
RDIAN MEZICK OT STATE MARSHAL

RETURN DATE: JANUARY 31, 2023

SUPERIOR COURT

RHODE ISLAND STUDENT LOAN

JUDICIAL DISTRICT OF

AUTHORITY

NEW HAVEN

VS.

AT MERIDEN

DECEMBER 30, 2022

ROBERT P WELCH ROBERT H WELCH

CLAIM FOR RELIEF

The matter in demand is more than Fifteen Thousand (\$15,000.00) Dollars exclusive of interest and costs, and is based on an express or implied promise to pay a definite sum.

PLAINTIFF -RHODE ISLAND STUDENT LOAN AUTHORITY

Joane R. Mueller-London

Its Attorney

A TRUE COPY, ATTEST
BRIAN MEZICK-CT STATE MARSHAL

This communication is from a debt collector. We are required to tell you that this is an effort to collect a debt, and any information obtained will be used for that purpose.

EXHIBIT A



Lducătic	sland Family on Loan plication in ink only, (Inform RECELY		FEB 0 4 2008	
A. Student Information				
Social Security # Las	st Name Welch First	Robert M.L	P Suffix (Ur. Sr 3rd)	Date of Birth
Permaneni Honie Address Street 62 Fore	st Rd	City Wallin	gford 8	lule CT Zp 06492
Housing Costs Rent Down X N/A				
Home Telephone Permanenii 203-949-151				
Driver's License #				
U.S. Ciliben? Attractions and falls) number trappost Present Employer M/A	🐝 🗓 C tizen/National 🗌 🛭 🖫 gible Nor	n-Citizen Alien ID#		
College Name Johnson & Wales Uni				State RI Zin 23513
Loan Amount Requested \$26,000				
Name and Address of Nearest Relative Not				
•	arig mir ioo ji aqaaca sa mir i ja sa			
Street Address 121 Chesire St				CT Zip 06497
How did you how shout the Family Education				
B. Co-Signer Information	, com a care a summer			•
Social Security 4 Last	Nama Welch. List	Robert M1	H Sulfacilir Sr. 3rd)	Date of Birth
Permanent Home Address Sircui 62 Fore		Cav Wallin	aford 5	State CT Zip 06492
Housing Costs Rent Cown Monthly				
Home Telephone 203-949-1519	Payment	Poloboophia la Sha	dent IXI Parent Legal Gui	arrian Cher
Home Telephone 205-949-1319 U.S. Citizen? (Clark with an internal parameter)	DUSTRESS REPORTED 203-223-7110	neathriship to se	· ninon	obuso, areany coor of PS (51 to 55) trans.
				NC
Present Employer Cdl Employer Phone 919-466-1311				
Namo and Address of Neerest Relative Not				
	Critig Will Too passace males wha		i740	
Street Address 127 Marsh Way				CT Zic 06497
•		Ony Stration A		
C. Income Information				
INDICATE INCOME AND ASSETS FOR STUDI REMEMBER TO INCLUDE THE MOST REC	NT BORFCWEH AND CO-SKIMEH (II. AP CENT PAYSTUBS AND/OR MOST RECE	PUCABLE) . ENT TAX RETURNS THAT :	SUPPORT TOTAL GROSS ANI	NUAL HOUSEHOLD INCOME.
Alimony, child support or separate	STUDENT BORAC Ournerst Grosss Armoet Informers from Chapleyment	so 00	CO- Current Gross Annual Income from Employment	\$130,000 OO
maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.			Other Gross Annual Household Income + Source WITE	\$15,000 0 0
	<i>.</i> · .		Total Gross Annual Household become .	\$145,000 00
D. Cimpofuros	Sacings, Stocks, Florida	\$0 () ()	Savinys, Slocks, Honds	\$10,000 0 0
D. Signatures We have completed this application and promises made pursuant hereto will be used only for references, obtain a creak report or reports our Perstudents bromover alternals to referes the first statement and committee of the reference in the control of the result of the result of the results of the	r පුවේගමේ පිරියකින් යුතුය පිරි සිට ගත් පිටැයි re, ආල් ආපන්ථම යුතුයි! (ක්රියා පාලිත ආපිටිතු විය t - laboral Starbard Lean Australia (15 con 16 co	milita iransection to credit rep	cring agencies and others. IAVe a	disco authorize any ecucational mistillation of this boante or employment, expolarization
A PLUS IDER APPROUNDED. INVE PROMISE TO PAY TO PRODUTI SUA TIES. AND FEES THAT THE BECAME DUE AS THE UNDERSTAND IT, AND TO PERSONNING. STUDY II BOWNIAVER	PROTOCOM AUTHORITY OF CHICK TO THE PEVENES SIDE. BY SIGNAN DEPTHS I FERMS DEVICE OF THE TERMS OF THE TERMS DATE OF THE TERMS DATE.	3 BELLOW, MYVE ACESTOMYLE	HILL TURMS OF THIS NOT 27 PL DOE THAT WHE HAM FRED THE HUCKEN	LS INTEREST AND OTHER CHARGES FENTIRE NOTE TRONT AND BACK). 2/1/2008

E. Forward to: Rhode Island Student Loan Authority, 560 Jefferson Blvd., Suite 200, Warwick, RI 02886-1371 1-800-758-7562 TDD: (401) 734-9481 RISLA IS AN EOE/AA EMPLOYER

LOAN AMOUNT

I understand that this hate will be binding on me I you agree to levid me money. but you have no obligation to do so. If you docide to make a loan to me, you will either mail to the School identified in my application (my School) a loan check co-payable to me and my School, transfer turns electronically to my School, or mail a master check to my School. If funds are transferred electronically or by master check, I authorize my School to transfer funds to my student account at my School. You have the right not to make a loan or to lend an amount tess than I am requesting or to reject my co-borrower lagree to repay the lost amount that you actually lend me. You have the right, all your discrition, to disburse my loso in multiple disbursements, as the payment is due to my School, if I case to be entailed at my School before any distinusoment date, I will promptly notify you in writing so that any pending disbursemen! may be canceled.

After you agree to make a losn to me, you will send a disclosure statement which will show arrong other things the actual loan amount, annual percentage rate, and the repayment terms.

Upon receipt of the disclosure statement, I will review it and notify you in writing if I have any questions. If any information on the disclosure statement conflicts with the information on this Nors, the information on the disclosure statement governs. If I am not satisfied with my loan terms as approved, I may cancel this Note and all distrusoments any time before the first disbursement is made. To carnol this Note, I must contact you in writing, notily my School, and not endorse or negotiate any loan

INTEREST AND TERMS OF PAYMENT

The interest rate on this Note is a simple interest fixed rate, which is specified in the disclosure statement you will send me.

When repayment begins, a supplemental fee, calculated at 4% of the outstanding balance of the Note, will be added to and included in the principal amount of this Note.

I will repay my loan in equal and consecutive monthly payments made up of principal and interest in the amounts and on the due pates as you may specify in writing, until I have paid all of the principal, interest and other charges I may owe under this Note. I am not releved of my asponsibility and obligation to make such payments if I do not receive couper bucks, billing statements, or other written notices from you.

During my repayment period, my minimum payment on all curstancing Notes to you, including this Note, will be at least \$50 each month of the entire unpaid bolance, whichever is less. I understand that I may increase my monthly payment at any time.

The maximum repayment period is 180 months. However, I acknowledge and agree that you may, to your discretion, set a shorter repayment period. If the payment amount would not repay the Note in full within the maximum repayment period, the monthly payment amount will be increased to the amount that would repay the Note in full in equal payments within the maximum repayment period.

interest accrues on the unpaid principal balance of my loan from the date of the הו לובס בו logice ent littru surces to accrus של you. Interest של securiti the principal is paid in full. I understand that payments will be applied first to interest, than to iste charges and any other fees, and finally to principal. Making my cayments early will decrease the amount I pay over time while making my payments late will increase the amount ! pay. Ify final payment will be adjusted to the amount necessary to repay my outstancing balance in full. The principal amount of this loan includes the supplements. íse as disclosæd above.

I may prepay my toan 'n full or in pari at any tine without penaity.
If any payment is not received within ten (10) days after its due date, I will also pay a late charge equal to 6% of the late cayment, I understand that these late ises will be assessed each month my payment is past due. I will also pay \$10 with respect to a payment check that is returned unpaid for any reason.

If I am unable to rapay this can in accordance with the terms of this Note and ask you to modify the terms, I understand that any modification will be at your discretion. lialso understand that during any forbastance period interest will continue to acquie and I will remain responsible for paying this interest and that the interest that accrues during any torbezzance period will be added to the unpaid principal balance of my loan at the and of the forbearance period

to the extent pennitted by law, I agree to pay your reasonable expenses incurred in emorcing the terms of this Note. Including collection agency rees, court costs and reasonable attorney's iees.

DEFERMENT

If (1) I am not in detault and (2) is satisfy my enrollment requirement described. below, then for a period commencing with the date of this Note until six months after I graduate from my School or fail to solisly my enrollment requirement described below, but in no event for a perjud more than (i) littly-lour (54) months from the date of this Note for undergraduate students or fil) long-two (42) months from the date of this Note for graduate students (the Deierral Period), no payments of principal or interest will be payable under the Note. It I am an undergraduate student, my enrollment requirement is that I am contemporeneously enrolled in my School. If I am a graduate student, my enrollment requirement is that I am contemporareously conclided and maintain at least hat-time status in my School. Repayment of both principal and interest will begin with the month following the Delevial Period, Interest that accrues during the Deferral Period will be capitalized and added to the unpaid balance of my ican that must be repaid during the repayment period.

DEFAULTS

I will be in default and the whole outstanding principal belance accrued interest, and at other amounts payable undertine terms of this promissory rate, shall become due and payable at once at your option and without notice or demand it (1) any payments have not been received by you when due; or (2) I am in default on any loans I have with you; or (3) I fail to notify you in writing of a change in my name, address, telephone number or school enrollment status within 10 days also the change occure, or (4) I break any of my other promises in this cromissory noise, or (5) I make any lake written statement in applying for the loan or in any subsequent communication with you: or (6) any bankrupicy proceeding is begun by or against me, or , assign any of my Assets (or the banefit of my cridition; or (7) upon my death.

If I am in default, you will not be required to make any further disbursements under

this Note, and I will be required to pay interest an tris lithic accruing after delaut until it is

ADDITIONAL AGREEMENTS

The proceeds of this loan will be used only for the education expenses of the student borrower.

I will notify you in writing ten days after any change in my name, address or school enrollment status. Any notice required to be given to the by you will be effective when mailed first class mail to the latest address you have for me. Any notice under this Note may be sent by or to the servicer authorized by you to sorvice my loan account. I inderstand that phymenis and notices should be sent to that servicer, it arry, rather than to you, unless I am otherwise advised in writing I understand that any communication between you and any of us will be binding on me.

A consumer report (credit report) may be obtained from a consumer reporting agency (credit bureau) in connection with my application for this loan. It I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained. I will be informed of the names and addresses of the credit bureaus that furnished the reports. If my application is approved, a consumer credit report may be requested or used in connection with any renewals or extension of any credit icr which I have applied including preapprovals on Truthe loan requests, reviewing my loan, taking collection action on my loan, or any other legitimate purpose essociated with my lo⊇n.

Lauthorize you from time to time to furnish information about my loan to consumer recording agencies and others. If I default on my loan, disclosure of information about my loan to consumer reporting agencies may adversity affect my credit rating.

You are authorized to share information about my loan, including, but not limited to, my name, social security number, and address, with the servicer and its subsidiar-ies and affiliates, with any Gustanion/Insurer and its subsidiaries and affiliates and with my School and with third parties for tracing and collecting from me if I become delinquent in my loan payments or it I default.

My responsibility for paying this Note is unaffected by the liability of any other person to me or by your failure to notify me that a required payment has not been made. Without losing any part of your rights under this Note you may accept (a) late payments, or (b) as permitted by law, partial payments, even if marked "payment in full". You may delay or fall to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any time or on any future occasign. You will not be obligated to make any demand upon me, send me any notice, present this Note to me for payment or make protest of nonpayment to me before suiting to collect on this Note if I am in detault, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions.

The provisions of this Nois will be governed by the law of the State of Rhoos Island, without regard to conflict of law rules, I agree that any suit I bring against you must be brought in a court of competent jurisdiction where you maintain your principa place of pusiness. I agree that any sull against me in the event I default on this Note may, to the extent permitted by law, be brought in any court located in Rhoda Island,

regardless of where I am now living or where I may be living at the time of the suit.
I understand that this Note is non-negotiable under the Uniform Commercial Code, it may, however, he assigned by you I hereby acknowledge that you may pladge all your right, title and interest in this Note to a Trustee acting on behalf of the registered owners of bonds of the Rhods Island Student Loan Authority.

I infend to be treated as a principal of this Note and not as a surety. To the extent that I may be treated as a surely, I waive all notices to which I might otherwise be entified by law, and all sure yship detenses that might be available to me (including, without limitation, commoution, suprogetion and exercisation). Lagree that any berrower may agree to any torbearance or other modification of the repayment schedule and that such agreement will be binding on me. It will not be necessary to you to resort to or extraust your remedies against any other borrower before calling upon me to make repayment. If the student borrower tails to complete the education program paid for with the loan, I am not relieved of any obligation under this Note. If for any reason the holder of this note releases or discharges the borrower of co-signer or any other pany from any liability hereon, any other party not released or discharged shall remain fully liable to pay this note in accordance with its terms.

The terms and conditions set forth in this Note, togother with the Disclosure Statement you will send nie, constitute the entire agreement between you and me A provision of this Note may only be modified if jointly some upon in writing by you and me. Any modification will not affect the validity or enforceability of the remainder of this Note.

If any provision of this Note is held invalid or unenforceable, that provision shall be considered omitted from the Note without affecting the validity and enforceability of the remainder of this Note.

NOTICE TO CO-SIGNER

YOU ARE BEING ASKEDTO GLIARANTEF THIS DERT. THINK GARDFULLY REFORE YOU DO IF THE BORROWEN DOESN'T PAY THE DEBT. YOU WILL HAVE TO BE SURE YOU CAN AFFORD IT! PAY THE DEBT IF YOU HAVE TO, AND THAT YOU WANT TO ACIDE!!! HIS FESPONSIBILITY, YOU WAN HAVE TO PAY UP TO THE RILL AMOUNT. OF THE DEBT IF THE BORROWER DOES NOT PAY, YOU MAY ALSO HAVE TO PAY LATE FEES and COLLECTION COSTS WHICH INCRUASE THIS AMOUNT.

THE LENDEH CAN COLLECT THIS DEBT FROM YOU MITHOUT FIRST TRYING TO COLLECT FROM THE BORROWER. THE LENDER CAN USE THE SAME COLLECTION METHODS AGAINST YOU THAT CAN BE USED AGAINST THE BORROWER. SUCH AS SUING YOU GARNISHING YOUR WAGES, ETC. IF THIS DEBT IS EVEN IN DEFAULT. THAT FACT MAY BECOME PART OF YOUR CREDIT RECORD.

THIS NOTICE IS NOT THE CONTRACT THAT MAXES YOU LIKELE FOR THE DEBT.

EXHIBIT



Rhode Island Family Education Loan

Please complete:
Requested Education Loan Amount S \$15,000 Repayment Type:

Repayment type:

Immediate Repayment (You are electing to start making phyments on your loan 45 days after the loan is fully disbursed.)

Deferred Repayment (The deferred payment option is subject to funds availability and is awarded.)

on a first-come, first served bas's.)
Interest rates for deterred leans are higher than the rates for non-deterred leans. Deterred leans result in an increased cost of borrowing.

Complete application in ink only.

•	vided on this application w	ili not de sola to	any unto pa	rty-)			
A. Student Information							<u></u>
Social Security #Last	Name_Welch	≂ist Robert	N.1	P Suffix (Jr. Sr. 3rd)_	Date of Bir	th	
Permanent Home Address Street 52 Fore	st Rd		City Walling	gford	Sate CT	Zip 05492	
Housing Costs Rent Own XI N/A	Morithly Payment \$ \$0	Years Thoro 8	F m	nait Addinsis welch_ro	bert@sbcglob	al.net	
Home Telepixate Permanenti (203-949-151	9 _ School Tele	pino ne Gonporass (N	<u>'A.</u>)	Cell F	none (N/A)		
Driver's License II N/A		State Issu	ec CT	_ Have you ever defa	uited on a student l	_{ican?} ∐ Yes	X No
U.S. Cilizen? ¡Chack on und tha sh numbra it approach	bej 🗵 Citizan/National 🗔 Filig	ible Non-Ciben Ali	ar 13#		_ jii non-atzan, sitadi p	cooy of INS 151 or S	51 cord!
Present Employer N/A	Employer Address _1	1		Pos	ition		
College Name Johnson & Wales Uni			Providence	<u> </u>	State RI	Zip 029	103
For Academic Period From	009	1/2910			•	•	
Name and Address of Nuarcel Relative Not	Living With You (If applying with a c	: ::::::::::::::::::::::::::::::::::::	ist be a different p	escr)			
Name Susan Welch	•			519			
Stroot Address 62 Forest Rd		City Wa	llingford		State CT	_{Ир} 06492	
How did you hear about the Family Education	on Loan? 🖾 School 🗆 Fadio	vNewspaper ☐ In	lemet 🗆 Frie	nd Other			
B. Co-Signer Information							
Social Security # Las	t Name Welch	- Fret Robert	M.I.	H Suffix (Jr. Sr. 3rd)	Date of Bi	rth	
Permanent Home Address Stood 62 For	est Rd .	_ 1 001	Cliu walling	gford	State CT	Zip 06492	
Housing Costs Reni Own Monthly	\$1.200 Years	Ibem 8	E-mail Addre				
Housing Costs Li Rent Li Own Months	Payment Stribers / N/A		tiocebio to Stu	dent X Parent 1 Le	na Ouardian 🗆 O	ther	5
L.S. Citizen? (Creek one and list to number if applica	Susmoss leabhone (102)	Alam Ciliano Al	era IU4 Simi anib sa ana	08/11/1941/1956/11/2000	li maretum sitsons	cceyof INE 151 or 5	SS1 cardJ
U.S. Citizen? (Crieck one and led 19 number if applica	ES CRESTIVATIONS L. EN	Emoleuer Add	10409 R	odney Rd, Silver	Spring, MD		
Present Employer Cdl Corp Employer Phone (770,481-4682		If Consulta	nt			••	
• •						74	
Name and Address of Nearest Relative Not				740	•		
		•	•		State CT	Zip 06497	
Street Address 127 Marsh Way		Çay_ <u>~::</u>				, - -r 	
C. Income Information			,				
ADICATE INCOME AND ASSETS FOR STUDIOR REMEMBER TO INCLUDE THE MOST RE-	ENT BORROWER AND CO-SIGNE CENT PAYSTUBS AND/OR MO:	ER (IF APPLICABLE) ST <i>RECENT TAX RE</i>	TURNS THAT	SUPPORT TOTAL GRO	SS ANNUAL HOUS	ЕНОГО ІМСОМІ	<u>E</u> .
	STUDENT	BORROWER		Outrent Gross Annual Inc	CO-SIGNER	٠.	
) Alimony, child support or separate	Current: Gross Annual Income from Employment		\$0 00	from Employment		\$125,000 (δ0 l
maintenance income need not be revealed if you do not wish to have it considered		,	1	Other Gross Annual Household Income	+	\$0	00
as a basis for repaying this obligation.				Source	- '		0.00
•	·	•	.]	Total Gross Annual Household Income		\$125,000	ψŲ
	Savings, Steeks, Bonds		\$0 0 0	Sevings, Stocks, Bonds	3,500,00	\$3 5,000	0 O.
D. Signatures	L						<u> </u>
We have completed this application and print any loan made pulsuar it hereto will be used only references, obtain a creatit report or reports on the student borrower attends to release to Photosula, linemost uid, current actions, if the culture a PLUS loan application. If We understand the	y br qualified solutation expenses a me, and provide credil information a de Island Sludeni Louri Authorit; its Ligner is the chident's parent or gu pat if I forge a signature on this r	time school vinere he dising from this transa- iservicer, or any subse- gration one does not of note or otherwise at note or otherwise at	ction to credit rep equent holder of il quality for this load ter this note I n	orting agencies and other his rule any information pe hibili does qualify for a Fe hay be criminally proses	s. I/Wo also authorize rtinent to this Icen (e., deral PLUS loan, the arted.	any educational ir g. employment, er co signer hareby	nstitution rediment alseuper
WE PROMISE TO PAY TO RHODE ISLAND S AND PERA THAT DAY PECAME, DUFAS STI HADERSTONEY, AND ASPICE TO BE BOUN	THE POLICE I CAN ALTERNISTY OF C	HUMISE TO P	YAT IVANX YEID I INJÊSEI	RILLE I LERIMS OF THIS NO DOSE THAT LIWE HAVE R	DTE. PLYSINZERES	T AND OTHER CH OTF (FRC)NT AND	HARGES DRACK),
XIII NEKL_	8/6/0	19	1/0-6	CT IIW	elle DAT	\$ 16/0°	7
S/JOONTOORROWER	[DATE			CC-SICKET			

E. Forward to: Rhode Island Student Loan Authority, 560 Jefferson Blvd., Suite 200, Warwick, RI 02886-1371 1-800-758-7562 TDD: (401) 468-1750 RISLA IS AN EOE/AA EMPLOYER IMPORTANT: Before you mail, make sure you indicate immediate or deferred repayment option at the top.

PROMISSORY NOTE

LOAN AMOUNT

lunderstand that this Note will be binding on me if there are funds available and if you agree to lend me money, but you have no obligation to do so. If you decide to make a loan to me, you will either mail to the School identified in my application (my School) a loan check co-payable to me and my School, transfer funds electronically to my School, or mail a master check to my School. If funds are transferred electronically or by master check, I authorize my School to transfer funds to my student account at my School. You have the right not to make a loan or to lend an amount less than the research of the parameter search the loan area. count at my School. You have the right not to make a loan or to lend an amount less than I am requesting or to reject my co-borrower. I agree to repay the loan amount that you actually lend me. You have the right, at your discretion, to disburse my loan in multiple disbursements, as the payment is due to my School. If I cease to be enrolled at my School before any disbursement date, I will promptly notify you in writing so that any pending disbursement may be canceled.

After you agree to make a loan to me, you will send a disclosure statement which will show among other things the actual loan amount, annual percentage rate, and

Upon receipt of the disclosure statement, I will review it and notify you in writing if I have any questions. If any information on the disclosure statement conflicts with the information on this Note, the information on the disclosure statement governs. If I am not satisfied with my loan terms as approved, I may cancel this Note and all disbursements any time before the first disbursement is made. To cancel this Note, I must contact you in writing, notify my School, and not endorse or negotiate any loan

INTEREST AND TERMS OF PAYMENT

The Interest rate on this Note is a simple interest fixed rate, which is specified in

the disclosure statement you will send me.

When repayment begins, a supplemental fee, calculated at 4% of the outstanding balance of the Note, will be added to and included in the principal amount of this

I will repay my loen in equal and consecutive monthly payments made up of principal and interest in the amounts and on the due dates as you may specify in writing, until! have paid all of the principal, interest and other charges! may owe under this Note. I am not relieved of my responsibility and obligation to make such payments if I do not receive coupon books, billing statements, or other written no-

During my repayment period, my minimum payment on all outstanding Notes to you, including this Note, will be at least \$50 each month or the entire unpaid balance, whichever is less. I understand that I may increase my monthly payment at any time. The maximum repayment period is 180 months. However, Jacknowledge and agree that you may, to your discretion, set a shorter repayment period. If the peyment amount would not repay the Note in full within the maximum repayment period, the monthly payment amount will be increased to the amount that would repay the Note in full in

equal payments within the maximum repayment period.

Interest accrues on the unpaid principal balance of my loan from the date of the first disbursement by you. Interest will continue to accrue until the principal is paid in nrst cisbursement by you. Interest will continue to accrue until the principal is paid in till. I understand that payments will be applied first to interest, then to late charges and any other fees, and finally to principal. Making my payments early will decrease the amount I pay over time while making my payments late will increase the amount I pay. My final payment will be adjusted to the arrount necessary to repay my outstanding balance in full. The principal amount of this loan includes the supplemental fee as disclosed above.

I may prepay my loan in full or in part at any time without penalty.

If any payment is not received within ten (10) days after its due date, I will also pay a late charge equal to 6% of the late payment. I understand that these late fees will be assessed each month my payment is past due. I will also pay \$10 with respect to a payment check that is returned unpaid for any reason.

If I am unable to repay this loan in accordance with the terms of this Note and ask

ou to modify the terms, I understand that any modification will be at your discretion. I also understand that during any forbasrance period interest will continue to accrue and I will remain responsible for paying this interest, and that the interest that accrues during any forbasrance period will be added to the unpaid principal balance of my

loan at the end of the forbearance period.

To the extent permitted by law, I agree to pay your reasonable expenses incurred in enforcing the terms of this Note, including collection agency fees, court costs and reasonable attorney's fees.

COMMENCEMENT OF REPAYMENT

If I have chosen the "Immediate Repayment" option, my first payment

If I have chosen the "Immediate Repayment" option, my first payment is due 45 days after my loan is fully disbursed by you.

If I have chosen the "Deferred Repayment" option and (1) I am not In default and (2) satisfy the enrollment requirement described below, then for a period commencing with the date of this Note until six months after I graduate from my School or fail to satisfy my enrollment requirement described below, but in no event for a period of more than () !ifty-four (54) months from the date of this Note for undergraduate students or (ii) forty-two (42) months from the date of this Note for graduate students (the Deferral Period), no payments of principal and interest will be payable under this Note. If I am an undergraduate student, my enrollment requirement is that I am contemporaneously enrolled in my school. If I enrollment requirement is that I am contemporaneously enrolled in my school. If I am a graduate student, my enrollment requirement is that I am contemporaneously enrolled and maintain at least half-time status in my School. Under the "Defarment Repayment" ording recovered of privated and interest. Under the "Deferment Repayment" option, repayment of principal and interest will begin with the month following the Deferral Period, interest that accrues during the Deferral Period will be capitalized and added to the unpaid belance of my loan that must be paid during the repayment period.

Interest rates for "Deferred Repayment" option loans are higher than rates for "Immediate Repayment" option loans. "Deferred Repayment" option loans result in an Increased cost of borrowing.

DEFAULTS

I will be in default and the whole outstanding principal balance, accrued interest, and all other amounts payable under the terms of this promissory note, shall become due and payable at once at your option and without notice or demand if (1) any payments have not been received by you when due; or (2) I am in default on any loans I have with you; or (3) I fail to notify you in writing of a change in my name, address, telephone number or school enrollment stafus within 10 days after the change octelephone number or school enrollment status within 10 days after the change oc-curs; or (4) I break any of my other promises in this promissory note; or (5) I make any false written statement in applying for this loan or in any subsequent communication with you; or (6) any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefit of my creditors; or (7) upon my death. If I am in default, you will not be required to make any further disbursements under this Note, and I will be required to pay interest on this Note accruing after default until it is paid in full. If I am in default, you have the right to increase the interest rate on this note up to the

If I am in detault, you are allowable by law.

ADDITIONAL AGREEMENTS

" by yeard only for the ad-The proceeds of this loan will be used only for the aducation expenses of the student borrower.

I will notify you in writing ten days after any change in my name, address or school enrollment status. Any notice required to be given to me by you will be effective when mailed first class mail to the latest address you have for me. Any notice under this Note may be sent by or to the servicer authorized by you to service my loan account. I understand that payments and notices should be sent to that servicer, if any, rather than to you, unless I am otherwise advised in writing. I understand that any communication between you and any of us will be binding on me.

A consumer report (credit report) may be obtained from a consumer reporting agency (credit bureau) in connection with my application for this loan. If I request (1) I will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports. If my application is approved, a consumer credit report may be requested or used in connection with any renewals or extension of any credit for which I have applied including preapprovals on future loan requests, reviewing my loan, taking collection action on my loan, or any other legitimate purpose associated

with my loan.

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reporting agencies and others. If Jeratin of the jobal, disclosure is information about my loan to consumer reporting agencies may adversely affect my credit rating. You are authorized to share information about my loan, including, but not limited to, my name, social security number, and address, with the servicer and its subsidiaries and affiliates, with any Guarantor/Insurer and its subsidiaries and affiliates and affiliates and affiliates and affiliates.

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THE LENDER CAN COLLECT THIS DEBT FROM YOU WITHOUT FIRST TRYING TO COLLECT FROM THE BORROWER. THE LENDER CAN USE THE SAME COLLECTION METHODS AGAINST YOU THAT CAN BE USED AGAINST THE BORROWER. SUCH AS SUING YOU, GARNISHING YOUR WAGES, ETC. IF THIS DEBT IS EVER IN DEFAULT, THAT FACT MAY BECOME PART OF YOUR CREDIT RECORD.

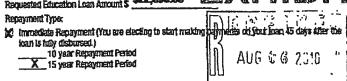
THIS NOTICE IS NOT THE CONTRACT THAT MAKES YOU LIABLE FOR THE DEBT.



Rhode Island Family Education Loan

Complete application in Ink only. (Information provided on this application will not be sold to any third party.)

Please complete:
Requested Education Loan Amount \$ \$22,000.00



A. Student Information				[2]		
Social Security #	st Name Welch . Fir		_ P_ Suffix (比Sc. 3rd)			
Permanent Home Address Street 62 Fore	est Rd	City Walli		State CT	Zip 06492	
Housing Costs 🗌 Rent 🔲 Own 🛣 NA			med Address wetch rob			
Home Telephone (203-649-151	19 School Telephor		Cell Ph			
Driver's License #			Have you ever defaut			
U.S. Citizen? (Check one and list ID number if applica	🖎 Citizerv/National 🗌 Bligible i	Von-Citizen Alien ID#		, fil non-citizen, atlach a	copyral INS 161 c	r 661 casd.)
	Employer Address			bon		
College Name Johnson & Wales Un	Iversity	City Providen	₽ 6	State RI	Zp 2	1513
For Academic Period From09/1/2	10 05/1/20	11				
Name and Address of Nearest Relative Not						
			5740			
Street Address 127 Marsh Way		City Stratford		State CT	•	
How old you hear about the Family Educati	ion Loan? 🖾 School 🗆 Redio/Nev	vspæper □ Internet □ Fi	fiend Other			
B. Co-Signer Information						
Social Security # Las	st Name Welch Fi					
Permanent Home Address Street 62 Fon	est Rd	City wall		State CT	Zp 06492	
Housing Costs C Rent K Own Month	ly Payment & 1220 Years Ther	e 9 E-meil Add	ress welch_robert@s	ocglobal.net		
Home Telephone (203-949-1519	Business Telephone (203-605-201	29 Relationship to S	tudent 🗓 Parent 🗋 Lega	al Guardian 🔲 O	ther	
U.S. Citizen? (Check one and list (D number if applica	acia) 🗵 Citizan/National 🗌 Eligible (Non-Citizen Allen ID#		jii non-cilizan, etiach e	copy of ING 151 o	7531 డారు)
Present Employer Cdl		Employer Address 10409	Rodney Rd Silver Sp.	ring MD 2090	3	
Employer Phone (770-481-4882						
Name and Address of Nearest Relative Not						
Name Winifred Purty		Telephone (203-225-				
Street Address 10 Winthrope Rd		City Shelton		State CT	Zlp 06497	
C. Income Information						
INDICATE INCOME AND ASSETS FOR STUD REMEMBER TO INCLUDE THE MOST RE	ENT BORROWER AND CO-SIGNER (F	APPLICABLE)	TEMBOORTTOTAL GOOS	S AVMILAT HEVES	SHOUD INCO	MP
KEWERREN IN INCTRICE I VIE BITZI NO	STUDENT BOR		, , , , , , , , , , , , , , , , , , , ,	CO-SIGNER		
Allmony, child support or separate	Ourrent Gross Annual Income from Employment	\$0 DD	Cunent-Gross Annual Incon from Employment	NG	\$125,000	001
maintenance income need not be revealed if you do not wish to have it considered	1	40 0	Other Gross Arnual		***	00
as a basis for receiving this obligation.			Household Income Source	-		
, ,	a.		Total Gross Amazi Household Income	•	\$128,000	00
	Savings, Stocks, Bonds	\$0 O O	Sevings, Stocks, Bonds		\$10,000	00
D. Signatures			<u> </u>			
We have completed this application and pror any loan made pursuant hereto will be used only references, obtain a useful report or reports on in the student borrower strands to release to Rhoc status, financial etd., current address, if the co- a PLUS loan application. I'We understand the IWE PROMISE TO PAY TO RHODE ISLAND STA- AND RESIDENT MAY BECOME DUE AS STA-	ly for qualified education expenses at the is me, and provide credit information exising if de island Student Loen Authority, its servic signer is the student's persent or guardian exit if it forge a signature on this note on P. P. MUDENT LOAN AUTHORITY OR ORDET WITED ON THE REVERSE SIDE. BY SIGNA	chool where the student borrow rom this terreaction to credit re ec, or any subsequent holder of and does not qualify for this or otherwise after this note ! ROATIGE TO PAY ALL SUMS ADVANCED UND! MIX DELOW, IWE ACKNOWN.	ver's enroiled, (We authorize y sporting agencies and others. It if he note any information parti- an but does qualify for a Feder may be criminally prosecut	outo verify my emp We also authorize a nent to this loan (a.g ral PLUS loan, the o	ployment, check any educational (, employment, (po-signer hereb)	emy credit Institution enrollment y requests
UNDERSTAND IT AND AGREE TO SE BOUNT	D BY ITS TERMS INCLUDING THE TERM	SON THE REVERSE SIDE	Ly BI	ILLL	8/8	1/0
E Forward for Bhada lalas	ad Chidant Laon Authority	660 Jefferson Phid	Suite 200 Warmie	F DI 02998	1971	

1-800-758-7562 TDD: (401) 488-1750 RISLA IS AN EOE/AA EMPLOYER

IMPORTANT: Before you mail, make sure you indicate immediate or deferred repayment option at the top.

PROMISSORY NOTE

LOAN AMOUNT

I understand that this Note will be binding on me if there are funds available and if you agree to lend me money, but you have no obligation to do so. If you decide to make a loan to me, you will either mail to the School identified in my application (my School) a loan check co-payable to me and my School, transfer funds electronically to my School, or mail a master check to my School. If funds are transferred electronically or by master check, I authorize my School to transfer funds to my student account at my School. You have the right not to make a loan or to lend an amount less than I am requesting or to reject my co-bonower. I agree to repay the loan amount that you actually lend me. You have the right, at your discretion, to disburse my loan in multiple disbursements, as the payment is due to my School. If I case to be enfolked at my School before any disbursement date, I will promptly notify you in writing so that any pending disburgement may be canceled.

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Upon receipt of the disclosure statement, I will review it and notify you in writing if I have any questions, if any Information on the disclosure statement conflicts with the information on this Note, the information on the disclosure statement governs. If I am not satisfied with my loan terms as approved. I may cancel this Note and all disbursements any time before the first disbursements have to cancel this Note, I must contact you in writing, notify my School, and not endorse or negotiate any loan check.

INTEREST AND TERMS OF PAYMENT

The interest rate on this Note is a simple interest fixed rate, which is specified in

the disclosure statement you will send me.

At the time of each disbursement under this Note, an origination fee equal to 4% of the amount of such disbursement will be added to and included in the principal of

I will repay my loan in equal and consecutive monthly payments made up of prin-cipal and interest in the amounts and on the due dates as you may specify in writing, cipat and inference in the amounts and or the located as you may specify in whiting until I have paid all of the principal, interest and other charges I may one under this Note. I am not refleved or my responsibility and obligation to make such paymente If do not receive coupon books, billing statements, or other written notices from you. During my repayment period, my minimum payment on all outstanding Notes to you, including this Note, will be at least \$50 each month or the entire unpaid balance,

you, including this Note, will be at least too each mount of the chair of inpart bearing, whichever is less, I understand that I may increase my monthly payment at any time. The maximum repayment period for a 10 year "Immediate Repayment" option loan is 120 months. The maximum repayment period for a 15 year "Immediate Repayment" or "Deferred Repayment" option is 180 months, However, I acknowledge and agree that you may, to your discretion, set a shorter repayment period, if the payment amount would not repay the Note in full within the maximum repayment period, the morthly payment amount will be increased to the amount that would repay the Note in full in squal payments within the maximum repayment period.

Interest accrues on the unpaid principal balance of my loan from the date of the first disbursement by you. Interest will continue to accrue until the principal is paid in inst discursement by you. Interest will continue to accrue until the principal is paid in full, I understand that payments will be applied first to interest, then to late charges and any other fees, and finally to principal. Making my payments early will decrease the amount I pay over time while making my payments lete will increase the amount I pay. My final payment will be adjusted to the amount necessary to repay my outstanding belance in full. The principal amount of this loan includes the origination fee as displaced above.

disclosed above.

If solosed above.

I may prepay my loan in full or in part at any time without penalty.

If any payment is not received within ten (10) days after its due date, I will also pay at late charge equal to 6% of the late payment. I understand that these late fees will be assessed each month my payment is past due. I will also pay \$10 with respect to a payment check that is returned unpaid for any reason.

If I am unable to repey this loan in accordance with the terms of this Note and ask you to modify the terms, I understand that any modification will be at your discretion. I also understand that during any forbearance period interest will continue to accrue and I will remain responsible for paying this interest, and that the interest that accrues during any forbearance period will be added to the unpaid principal balance of my loan at the end of the forbearance period.

To the extent permitted by law, I agree to pay your reasonable expenses incurred in enforcing the terms of this Note, Including collection agency fees, court costs and reasonable attorney's fees.

COMMENCEMENT OF REPAYMENT

COMMENCEMENT OF REPAYMENT

If I have chosen the 10 year "Immediate Repayment" option, my first
payment is due 45 days after my loan is fully disbursed by you and must be paid in
full within 120 months after entering repayment. If I have chosen the 15 year
"Immediate Repayment" option, my first payment is due 45 days after my loan is
fully disbursed by you and must be paid in full within 180 months after entering
repayment. Interest that accrues prior to my entering repayment will capitalized and
added to the unpeid balance of my loan that must be paid during the repayment

It I am eligible for and have chosen the "Deferred Repayment" option and (1) I am not in default and (2) satisfy the enrollment requirement described below, then for a period commencing with the date of this Note until six (6) months after I graduate from my School or fail to satisfy my enrollment requirement described below, but in no event for a period of more than (f) fifty-four (54) months from the date of this Note for undergraduate students or (ii) forty-two (42) months from the date of this Note for graduate students (three Defarral Period), no payments of principal and interest will be payable under this Note. If I am an undergraduate student, my enrollment requirement is that I am contemporaneously enrolled in my school, If I am a graduate student, my enrollment requirement is that I am contemporaneously enrolled and maintain at least half-time status in my School Under the "Deferred Repayment" option, repayment of principal and interest will begin with the month following the Deferred Period. Interest that accrues during the

Deterral Périod will be capitalized and added to the unpaid balance of my loan that

a graphysic of machinery tracker

must be paid during the repayment period.
Interest rates for "Deferred Repayment" option loans are higher than rates for "immediate Repayment" option loans. "Deferred Repayment" option loans result in an increased cost of borrowing.

DEFAULTS

will be in default and the whole outstanding principal balance, accrued interest, (Mill) be in distuit and ne whose obstancing principal parante, accused interest, and all other amounts payable under the terms of this primissory note, shall become due and payable at once at your option and without notice or demand if (1) any payments have not been received by you when due; or (2) I arm in default on any loans have with you; or (3) I fall to notify you in writing of a change in my name, address, telephone number or school empliment status within 10 days after the charge occurs; or (4) I break any of my other promises in this promiseouy note; or (5) I make any talse written statement in applying for this loan or in any subsequent communication with you; or (6) any bankruptcy proceeding is begun by or against me, or I assign any of my

assets for the benefit of my creditors; or (7) upon my death,

If I am n default, you will not be required to make any further distrussments under this Note,
and I will be required to pay interest on this Note economic effer default until it is paid in full.

If I am in default you have the right to increase the interest rate on this note up to tire maximum rale allowable by law.

ADDITIONAL AGREEMENTS

The proceeds of this loan will be used only for the education expenses of the student borrower.

I will notify you in writing ten days after any change in my name, address or school emoliment status. Any notice required to be given to me by you will be effective when malled first class mail to the latest address you have for ma. Any notice under this Note may be sent by or to the servicer euthorized by you to service my loan account, I understand that payments and notices should be sent to that servicer, if any, rather than to

you, unless I am otherwise advised in writing. I understand that any communication between you and any of us will be blinding on me.

A consumer report (credit report) may be obtained from a consumer reporting agency (credit bureau) in connection with my application for this loan, if I request (1) it will be informed whether or not consumer reports were obtained, and (2) if reports were obtained, I will be informed of the names and addresses of the credit bureaus that furnished the reports, if my application is approved, a consumer credit report may be requested or used in connection with any renewals or extension of any cradit for which I have applied including preapprovals on future loan requests, reviewing my loan, taking collection action on my loan, or any other legitimate purpose associated with my loan.

I authorize you from time to time to fumish information about my loan to consumer

reporting agencies and others, if I default on my loan, disclosure of information about my loan to consumer reporting agencies may adversely affect my credit rating. You are authorized to share information about my loan, including, but not limited to, my rame, social security number, and address, with the servicer and its subsidiaries and affiliates, with any Guaranton/insurer and its subsidiaries and affiliates, with any Guaranton/insurer and its subsidiaries and affiliates.

ies and affiliates, with any Guaranton/insurer and its subsidiaries and artillates and with my School and with third parties for tracing and collecting from me if I become dellinguent in my loan payments or if I default.

My responsibility for paying this Note is unaffected by the liability of any other person to the or by your fedure to notify me that a required payment has not been made. Without losing any part of your rights under this Note, you may accept (a) late payments, or (b) as permitted by law, partial payments, even if marked "payment in full". You may delay or fail to exercise, or waive any of your rights on any occasion without losing you artiflation to exercise the right at any line or on any influences for your lights to be precised the right at any line or on any influences for your lights. entitlement to exercise the right at any time or on any future occasion. You will not be obligeted to make any demand upon me, send me any notice, present this Note to me for payment or make protest of nonpayment to me before suing to collect on this Note if am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such ections.

The provisions of this Note will be governed by the law of the State of Rhode Island.

without regard to conflict of law tukes. I agree that any sult I bring against you must be brought in a court of competent jurisdiction where you meintain your principal place of business. I agree that any suit against me in the event I default on this Note may, to the extent permitted by law, be brought in any court located in Rhode Island, regardless of where I am now living or where I may be living at the time of the sult.

I understand that this Note is non-negotiable under the Uniform Commercial Code.

It may, however, be assigned by you. I hereby acknowledge that you may pledge all your right, title and interest in this Note to a Trustee acting on behalf of the registered

owners of bonds of the Rhode Island Student Loan Authority.

I intend to be treated as a principal of this Note and not as a surety. To the extent that I may be treated as a surety, I waive all notices to which I might otherwise be entitled by law, and all suretyship defenses that might be available to me (including, without limitation, contribution, subrogation and exoneration). I agree that any borrower may agree to any forbarance or other modification of the repayment schedule. and that such agreement will be blinding on me. It will not be necessary for you to resort to or exhaust your remedies against any other borrower before calling upon me to make repayment, if the student borrower fails to complete the education program paid for with the loan, I am not relieved of any obligation under this Note, if for any reason the holder of this note releases or discharges the borrower or co-signer or any other party from any liability hereon, any other party not released or discharged shall remain fully liable to pay this note in accordance with its terms.

The terms and conditions set forth in this Note, together with the disclosure state-

ment you will send me, constitute the entire agreement between you and me. A provision of this Note may only be modified if jointly agreed upon in writing by you and me. Any modification will not effect the validity or enforceability of the remainder of this

If any provision of this Note is held invalid or unenforceable, that provision shall be considered omitted from the Note without affecting the validity and enforceability of the remainder of this Note.

NOTICE TO CO-SIGNER

YOU ARE BEING ASKED TO GUARANTEE THIS DEST. THINK CAREFULLY BEFORE YOU DO. IF THE BORROWER DOESN'T PAY THE DEST, YOU WILL HAVE TO. BE SURE YOU CAN
AFFORD TO PAY THE DEST IF YOU HAVE TO, AND THAT YOU WANT TO ACCEPT THIS RESPONSIBILITY. YOU MAY HAVE TO PAY UP TO THE FULL AMOUNT OF THE DEST IF THE
BORROWER DOES NOT PAY, YOU MAY ALSO HAVE TO PAY LATE FEES AND COLLECTION COSTS, WHICH INCREASE THIS AMOUNT.
THE LENDER CAN COLLECT THIS DEST FROM YOU WITHOUT PIRST TRYING TO COLLECT FROM THE BORROWER. THE LENDER CAN USE THE SAME COLLECTION METHODS
AGAINST YOU THAT CAN BE USED AGAINST THE BORROWER, SUCH AS SUING YOU, GARNISHING YOUR WAGES, ETC. IF THIS DEST IS EVER IN DEFAULT, THAT FACT MAY
BECOME PART OF YOUR CREDIT RECORD.
THIS NOTICE IS NOT THE CONTRACT THAT MAKES YOU LIABLE FOR THE DEST.