

# Skills Fund Loan

## Loan Application and Credit Agreement

Thank you for using the online application process. If you have questions, please contact Skills Fund at (855) 757-6081.

### Customer Identification Policy Notice

For the purpose of the following notice, the words "you" and "your" mean the Student Borrower and the Cosigner. *All applicants: Important Federal Law Notice-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 and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.



**SkillsFund Learn Loan Program**

In this agreement the words *I, me and my* refer to the individual(s) who signs this Skills Fund Learn Loan Application and Credit Agreement (also referred to as "Agreement"). The words *you, your and Lender* refer to SouthEast Bank, its successors and assigns, and any subsequent holder of the Agreement. This is a legal document. **Please note that all correspondence relating to this Agreement will be sent to the address in box #5.**

**SECTION A – Applicant Must Complete all Questions or Answer N/A if Not Applicable.**

<b>1. Legal Name</b> Last Name _____ First _____ MI _____ <b>Other names under which I've had credit:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please list other name(s): _____																				
<b>2. Social Security Number</b> _____ - _____ - _____ <b>Driver's License Number</b> _____ <b>State</b> _____	<b>3. Date of Birth (mm/dd/yyyy)</b> _____ / _____ / _____	<b>4. Citizenship</b> <input type="checkbox"/> U.S. Citizen <input type="checkbox"/> Permanent Resident Number <u>061-676-665</u>																		
<b>5. Permanent Home Mailing Address and Permanent Telephone Number</b> (Enter permanent home street address. Post Office Box without street address is not acceptable.) Address 1 _____ Address 2 _____ City _____ State _____ Zip _____ Phone ( ) _____ Cell Phone ( ) _____ E-mail _____ <b>IMPORTANT INFORMATION:</b> If I provide you with a telephone number for a cell phone or other wireless device now or in the future, I expressly consent to receive communications, including but not limited to live, prerecorded or artificial voice message calls, text messages and calls made by an automatic telephone dialing system from you or your agents, any holder of my loan, or any third-party debt collector about the servicing and collection of my loan at that number.																				
<b>6. References: Provide three separate references with different U.S. addresses</b> (At least one reference should be a relative not living at the address provided in box #5). <table border="1"><thead><tr><th>Reference 1</th><th>Reference 2</th><th>Reference 3</th></tr></thead><tbody><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td><td>_____</td></tr></tbody></table>			Reference 1	Reference 2	Reference 3	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
Reference 1	Reference 2	Reference 3																		
_____	_____	_____																		
_____	_____	_____																		
_____	_____	_____																		
_____	_____	_____																		
_____	_____	_____																		
<b>7. College/University</b> (College/University Name, City, State, Zip) _____		<b>8. Monthly Income from All Sources</b> (Alimony, child support, or separate maintenance income need not be revealed if I do not wish to have it considered as basis for repaying this obligation) _____																		
<b>9. Academic Loan Period</b> _____																				
<b>10. Grade Level</b> (Code in Instructions): _____	<b>11. Child Support/Alimony Owed by Applicant</b> (N/A if not applicable): Unpaid Total Balance \$ _____ Monthly Total Payment \$ _____	<b>12. Rent Payment</b> (N/A if <b>not applicable</b> ): _____																		

**SECTION B – Credit Agreement**

For value received, jointly and severally, I promise to pay to the order of the Lender the Principal Amount shown on my Final Disclosure Statement or any smaller amount advanced by you pursuant to the terms of this Agreement, other fees and charges and interest thereon at the rate set forth in this Agreement.

**I acknowledge and understand that you may refer any Agreement containing false or forged information to an appropriate law enforcement agency and that you may file criminal charges in connection with such false or forged information.**

<b>CAUTION – IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT</b>	<b>NOTICE TO CUSTOMER</b> (a) DO NOT SIGN THIS BEFORE YOU READ THE CREDIT AGREEMENT 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 UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.
---	---

<b>Applicant Signature</b> <u>Benedict Miranda</u> Signature (must match name in Section A1)	 <u>09/18/18</u> Date (mm/dd/yyyy)
---	--

**Application Number:**

**This Agreement is subject to the terms continued in Section B on the subsequent pages.**

**THIS IS A CONSUMER CREDIT TRANSACTION. NOTICE TO CONSUMER: 1. Do not sign this paper before you read it. 2. You are entitled to a copy of this paper. 3. You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned charges in accordance with law.**

(Continued)

NOTE: The Loan will not be disbursed unless your school is in compliance with its funding obligation with us.

## Section B: CREDIT AGREEMENT

**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.**

**1. LOAN AMOUNT:** The maximum amount of the Loan may not exceed the lesser of (a) the amount I requested or (b) the amount certified by the school electronically or through other verifiable means, plus any applicable fees. I understand that my school must certify my eligible loan amount before you can approve my application. My school's certification will determine whether I am eligible for a loan and, if so, the amount that I may borrow. I understand that my signature does not constitute your approval of the loan and that you or your agent will notify me of your approval or rejection of this Agreement. I understand that you may not approve this Agreement. I also understand that you may approve this Agreement for an amount less than I requested and that you may disburse a lesser amount than that which I originally agreed to accept if my financial need later declines due to information that you receive from my school or otherwise. If I desire an advance in excess over the amount I originally requested or the amount originally certified by my school I must submit a new Agreement. I understand that the terms of the loan are dependent upon me or my proposed cosigner meeting certain credit, enrollment, employment and documentation criteria. I agree to accept an amount less than the amount indicated in the application and to repay the loan amount that you actually lend to me, plus interest and any applicable fees on such principal sums, interest on any capitalized interest, and other charges and fees that may become due as provided in this Agreement.

**2. LOAN PROVISIONS:** I hereby acknowledge that I have read this Agreement in its entirety, understand it and agree to be bound by its terms. My obligations include the obligations to: (i) pay the principal and interest due under that Agreement in the amounts and at the times specified herein; (ii) give notice of my address and name changes, and; (iii) comply with the terms set forth in the Agreement. **If my signature is electronic, I agree to conduct business in connection with this Agreement with you electronically, including signing this Agreement electronically. I understand that by signing electronically, I am indicating my intent to be bound to the terms and conditions of this Agreement and will be bound to the same extent as if I had signed the Agreement on paper with an ink signature.** I certify under penalty of law that all information provided herein and on the Addendum (if an Addendum is required) is true and correct.

**3. AUTHORIZATIONS:** In connection with this Loan or any subsequent Loan I may obtain from you, I authorize you or your agents to investigate my credit history, employment and income and to obtain information from my school regarding verification of my identity, my attendance, or academic status. I authorize you to obtain a credit report on me from consumer reporting agencies in considering this application, and for the purpose of a new extension of credit, or the review, update or collection of my account. **I authorize you and any eligible school I attend to share information about me and my loan, including payment history, Social Security number and account numbers, with each other. I also agree you may share and disclose personal financial information that has been obtained in the normal course of business process related to my application for and repayment of this loan to the Institution; this consent extends for the duration of the loan term, and I hereby release SouthEast Bank and all providers of information to whom this release is sent, from any liability as a result of furnishing or receiving this information. I acknowledge that and consent to school sharing post-completion information about me. This consent includes, but is not limited to, updated contact information, changes in employment status, and other program-related outcomes such as salary information, job title, and employment status.**

In the event that a member of my immediate family (parents, spouse, children and siblings) or my guardian should contact you on my behalf for purposes of making payment arrangements, providing address, telephone or other such changes, I authorize you to share information about my Loan, including payment history, unless I submit written directions otherwise by writing to you at the address indicated on the Agreement or at a new address that you may otherwise provide me. For the purposes of learning my current address and telephone number, I authorize you to release information and make inquiries to the references I have listed on my application. If I request (i) I will be informed whether or not credit reports were obtained, and (ii) if reports were obtained, I will be informed of the name and address of the credit bureaus that furnished the reports. If after disbursement of this Loan, the school determines that I was awarded more than I qualified for, I authorize the school to return a part or all of the proceeds of this Loan to you to reduce the over award amount.

## **4. DEFINITIONS:**

- (a) "Authorized Period of Deferment" means any amount of time, which I have requested, and you, at your sole discretion, have granted, during which I will not have to make Monthly Payments.
- (b) "Disclosure Statement" means the closed-end consumer credit disclosure statement that is provided to me prior to consummation of my Loan.
- (c) "Disbursement Date" means the date or dates on which you lend money to me in consideration for my Agreement and will be the date or dates of my electronic funds transfer or loan check.
- (d) "Interest Only Repayment Period" means the period beginning on the initial Disbursement Date and ending two (2) months after completion or cessation of enrollment.
- (e) "Loan" means all principal sums disbursed to me pursuant to my Agreement, and all amounts added to the principal balance including any applicable fees and all interest and other amounts due as provided in this Agreement.
- (f) "Principal and Interest Repayment Period" means the period beginning on the day after the Interest Only Repayment Period ends and continuing for no longer than sixty (60) months as shown in my Disclosure Statement. The Principal and Interest Repayment Period will not be extended by any Authorized Period of Deferment that you may grant. An Authorized Period of Deferment will cause my payments to increase for the remainder of the Principal and Interest Repayment Period.

## **5. RIGHT TO CANCEL; DISBURSEMENT:**

- a) If you agree to make a Loan to me, you will send me a Disclosure Statement, which is incorporated herein by reference. In addition to other information, the Disclosure Statement will tell me my Loan amount (unless that amount is later reduced because my financial need has declined). **I will have up to 30 days to accept or decline the offer presented on the Disclosure. If I do not accept the Disclosure within 30 days then my loan offer will be canceled.** I understand that my obligations under this Agreement do not become effective until I have accepted this Disclosure.
- (b) Once I have accepted the Disclosure, I authorize you, at your sole discretion, to transfer my Loan proceeds directly to my school who may transfer them directly to my student account at the school. I understand that you may, at your sole discretion, cancel any disbursement or a portion thereof at any time for any of the following reasons: (i) a request for cancellation or reduction from the school; (ii) a discovery by you of any derogatory credit information about me; (iii) a discovery by you of any false or misleading information that I may have provided

to you; (iv) a material adverse change in my financial circumstances that would create an enhanced risk of default; (v) any action by me that would breach any provision of this Agreement; (vi) delinquency of any required payments during the Interest Only Repayment Period, Principal and Interest Repayment Period, or Repayment Period applicable to any other loan I either have with you or is serviced by Aspire Servicing Center or its affiliates; or (vii) if my financial need later declines due to information that you receive from my school or otherwise. No cosigner will receive any proceeds of this Loan.

**6. INTEREST RATE:** This Loan has a fixed Interest Rate of ten and ninety-nine hundredths percent (10.99%) per year. Interest will begin to accrue as of the Disbursement Date on the principal amount of this Loan outstanding from time to time. Interest will be calculated on a daily simple interest basis, using the outstanding principal balance each day of the term of my Loan. The daily interest rate equals the annual Interest Rate divided by the actual number of days in the then-current calendar year.

## **7. SECTION INTENTIONALLY OMITTED**

**8. LOAN ORIGATION FEE:** I will pay you the loan origination fee, if any, shown on the Disclosure Statement at the time the loan proceeds are disbursed. The amount of the loan origination fee is calculated as a percentage of the amount of my Loan. The amount of the loan origination fee will be added to my Loan amount. In case of prepayment or cancellation of the Loan as permitted by this Agreement, I may be entitled to a refund of all or a part of any loan origination fee.

**9. PROMISE TO PAY:** I promise to pay my Loan in full, including interest and fees, no later than sixty (60) months following the first day of the Principal and Interest Repayment Period.

**10. CAPITALIZATION OF INTEREST:** Unpaid accrued interest will be capitalized (added to the principal balance of my Loan) at the end of any Authorized Period of Deferment. For periods other than Authorized Periods of Deferment, any interest accrued prior to the Monthly Payment date that remains unpaid and that has not been capitalized may be added to the principal balance of my Loan as permitted by law.

**11. DEFERMENT:** Certain circumstances may allow me to defer payment. Deferment is at your sole discretion. I may cancel any Authorized Period of Deferment at any time by providing notification to you. During Authorized Periods of Deferment interest will continue to accrue on my Loan, even though I will not have to make any Monthly Payment.

## **12. MONTHLY PAYMENT:**

**A. Repayment Schedule for Interest Only Repayment Period –** During the Interest Only Repayment Period my Monthly Payments will equal the amounts necessary to repay the unpaid interest that has accrued at the end of each monthly billing cycle. The exact amount of my Monthly Payments will be shown on my Disclosure Statement, as updated by the Repayment Summary Letter, or on any payment coupon or billing statement that you may send me. A failure to receive a billing statement does not excuse me of my responsibility to make regularly scheduled payments. Interest Only Repayment Period is based on my continued enrollment as an Eligible Student. I understand my school may not automatically provide enrollment verification to you. If I believe I should be placed in Interest Only Repayment Period and I have not received confirmation from you of this, I must provide you enrollment verification. I understand that it is my responsibility to monitor the status of my Loan. You are not required to revise any negative credit reporting that is due to my failure to provide you the enrollment verification.

## **B. Repayment Schedule for Principal and Interest Repayment**

## **Period –**

During this period, my Monthly Payments will equal the amount necessary to amortize my Loan over the remaining months of the Principal and Interest Repayment Period. The exact amount of my Monthly Payments will be shown on my Disclosure Statement, as updated by the Repayment Summary Letter, or on any payment coupon or billing statement that you may send me. I agree that you may recalculate my Monthly Payment at the conclusion of any Authorized Period of Deferment to equal the amount necessary to amortize my Loan over the remaining months of the Principal and Interest Repayment Period. Monthly Payments will be due on the same day of the month, every month, as shown on my Disclosure Statement, or on any updated Repayment Summary Letter that you may send me. A failure to receive a billing statement does not excuse me of my responsibility to make regularly scheduled payments. I agree to send my Monthly Payments to Aspire Servicing Center at the address shown on this Agreement, or at a new address that you may otherwise provide me. I may choose a repayment option other than a fixed Monthly Payment, if applicable. To exercise my right to convert to another repayment option, I will contact you at the address or phone number provided on the Agreement or at a new address that you may otherwise provide me. I further agree that, if because of my payment history, the amount of my actual final Monthly Payment will be at least three times the amount of my currently scheduled final Monthly Payment, you may recalculate my Monthly Payment to equal the amount that will amortize my Loan over the remaining term of the Principal and Interest Repayment Period.

**13. LOAN ELIGIBILITY:** To be eligible for this Loan, I must be an Eligible Student. “Eligible Student” means a student who is (a) attending an eligible school; and (b) enrolled or accepted for enrollment in an eligible program as defined by the school.

**14. PREPAYMENT:** I may prepay all or part of my Loan at any time without penalty. Prepayment of part of the principal balance may not alleviate my responsibility to make the regularly scheduled payments. Any refund of unearned charges in the event of prepayment by me of the unpaid balance may be applied to any of my loans serviced by you or your agents.

**15. APPLICATION OF PAYMENTS:** All payments and prepayments will be applied first to applicable fees, charges, and costs; then to outstanding accrued interest; and the remainder to principal, as permitted by applicable law. A partial prepayment (an amount that is greater than a scheduled Monthly Payment, but not sufficient to pay my Loan in full) may result in a “paid ahead status” on my Loan. “Paid Ahead Status” means that the prepayment amount may reduce the amount of future payment(s) due and my billing statement may show I owe a partial payment or no payment. Interest continues to accrue while paid ahead even if no Monthly Payment is due. To elect to have my Loan(s) removed from “paid ahead status”, and receive a monthly statement in the amount of the Monthly Payment every month, I must contact you by writing or calling your office at the address or telephone number provided to me on any payment coupon or billing statement you may send me. I may change this status at any time; however, I may only be able to change it for future payments if changing the status would not result in a delinquency on my Loan.

**16. FINAL PAYMENT:** The amount of my Final Payment may be different from my regular Monthly Payments. Payments made early or late will affect the amount of the Final Payment.

**17. DEFAULT:** I will be in default if I: (a) fail to make a payment within fifteen (15) days of the time required in this Agreement; and/or (b) fail to observe any other covenant of the transaction, breach of which materially impairs my prospect to pay amounts due under the transaction. If my permanent residence is in Nebraska, Idaho, Kansas, Maine

or South Carolina, I will be in default if I fail to make a payment when due or if the prospect of my payment or performance is significantly or materially impaired. If my permanent residence is in Wisconsin, I will be in default (a) if I permit to be outstanding an amount exceeding one full payment which has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or I fail to pay the first payment or the last payment within 40 days of its scheduled due date or deferred due date or (b) if I fail to observe any other provision of this Agreement, the breach of which materially impairs my ability to pay the amounts due under this Agreement. If I default, I understand you will make every effort within the law to collect the Loan from me, which may include, after any notice required by law to be given, instituting legal action against me. I hereby waive presentment, demand, protest, and notices of dishonor and protest with regard to the obligation evidenced by this Agreement.

**18. COSIGNER LIABILITY:** If this Agreement has a Cosigner(s), the Cosigner(s) is jointly and severally liable for all the obligations owed to you under this Agreement. Obligations of the Cosigner(s) include the obligation to pay the principal and interest on this Loan in the amounts and at the times specified herein, give notice of Cosigner(s) phone, address and name changes, and pay collection costs to the extent permissible under the law. You are not required to send the Cosigner(s) copies of any billing statements you send me. Each borrower and Cosigner(s) agree that any communication from you will be binding on the borrower and Cosigner(s), and that all of the provisions of this Agreement will apply to the borrower and Cosigner(s) individually and collectively. Any provision of this Agreement may be modified, extended or renewed if jointly agreed upon in writing by you and either the borrower or the cosigner. Any such modification, extension or renewal to this Agreement by either the borrower or cosigner will be effective without the consent of the other borrower or cosigner and will not affect the validity or enforceability of the remainder of this Agreement.

**19. COLLECTION:** In the event of default, I agree to pay all of your collection and court costs, permissible by law. Any unpaid collection costs will be added to the principal.

**20. DELINQUENCY CHARGES:** If I do not pay any installment in full within fifteen (15) days after its due date I agree to pay a delinquency charge not to exceed five percent (5%) of the unpaid amount of the installment, up to a maximum of fifty dollars (\$50.00).

**21. ACCELERATION:** If I am in default, you may declare the full unpaid balance, including accrued interest, immediately due and owing, but if I live in Virginia no sooner than 10 days after the payment due date or if I live in the District of Columbia, no sooner than 30 days after the payment due date and after any notice required by law to be given. If you declare the full unpaid balance immediately due and owing, I agree to pay interest on such amounts from the date you required payment until paid in full at the same rate I have agreed to pay on this Agreement to the extent permitted by law.

## **22. SECTION INTENTIONALLY OMITTED**

**23. REPORTING OF INACCURATE INFORMATION:** If I believe that you have information about me that is inaccurate or that you have reported or may report to a credit reporting agency information about me that is inaccurate, I will notify you of the specific information that I believe is inaccurate by writing to you at the address indicated on the Agreement, or at a new address that you may otherwise provide me.

**24. CONSUMER REPORTING AGENCY NOTIFICATION:** You may report information about my account to consumer reporting agencies. Late payments, missed payments or other defaults on my account

may be reflected in my credit report.

**25. NOTICE OF CHANGES:** I will notify you immediately of any change in my name, address and/or telephone number. I will also immediately notify you when I am no longer enrolled.

**26. GOVERNING LAW:** This Agreement is governed by the laws of the United States and the State of Tennessee for all matters related to interest and the exportation of interest. For all other matters, this Agreement will be governed by the laws of the United States and the State of Iowa (to the extent that such laws are applicable and not preempted), without regard to conflict of law rules.

**27. ASSIGNMENT AND ISSUANCE OF LOAN:** I may not transfer or assign my rights or responsibilities under this Agreement to anyone else. You may transfer or assign your rights and responsibilities under this Agreement to someone else. After I have been notified of the assignment, I will be required to make payments on this Loan to that person or entity.

**28. IDENTIFICATION OF CONTROLLER:** If I have signed this Agreement electronically, the lender (and its successors and assigns, and any subsequent holder of the Agreement) shall be deemed the "Controller," and the identity of the Controller and any person to whom this Agreement is later transferred or assigned shall be recorded in a registry maintained by DocuSign Corporation, located at: 1301 2nd Avenue, Suite 2000, Seattle, WA 98101, or in another registry to which the records are later transferred (the "Loan Registry"). If this Agreement has been registered in the Loan Registry, then the authoritative copy will be the copy identified by the Controller of record in the Loan Registry as the authoritative copy. The only copy of the Agreement that is the authoritative copy is the copy that is within the control of the person identified as the Controller in the Loan Registry (or that person's designee). No other copy of this Agreement may be the authoritative copy.

**29. CONVERSION FROM ELECTRONIC AGREEMENT TO PAPER AGREEMENT:** I agree that any printout of Lender's Electronic Record of this Agreement and related notices ("Paper Agreement") shall be an original document for all legal purposes and that such Paper Agreement shall be an effective, enforceable and valid agreement. I intend that the printed representation of my Electronic Signature shall serve as my original signature and indicates my present intention to authenticate the Paper Agreement. If you convert this Agreement from an Electronic Record to a Paper Agreement, my obligations in the Agreement shall transfer to the Paper Agreement, and I intend to be bound by such obligations.

**30. REPORTS AND NOTICES:** I understand that you may contract with a third party for servicing support. I may, therefore, receive information, reports and notices in the name of a servicer acting on your behalf.

## **31. ADDITIONAL AGREEMENTS:**

(a) I cannot modify or waive any provisions without your written approval.

(b) I will answer promptly and truthfully all communications forwarded to me by you or your agents.

(c) The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

(d) Neither you nor your agents warrant or vouch for the quality or suitability of the educational programs offered by eligible schools. Loan repayment is my legal obligation and is not conditioned upon the quality or suitability of the educational programs offered by eligible schools, the completion of my education, or obtaining employment in my field of study.

(e) I agree not to send any post-dated checks to you in payment for my Loan. I agree not to send payments to you marked "Paid in Full" or

with other such restrictions or endorsements unless they are sent and marked for "Special Handling" to Aspire Servicing Center, Attn: Payment Processing Supervisor, to the address indicated on the billing statements that you will send me. You may accept late or partial payment at any time without losing any of your rights. If I do not send correspondence to the correct address, I will lose rights under the law.

(f) If I do send a post-dated check contrary to this provision, and you cash it prior to the date on the check, I agree that you are not responsible for any fees, fines or any other charges incurred by me as a result of your having cashed the check. Moreover, in the event such check is returned to you by a financial institution because of insufficient funds, you may assess any fees to me permitted by law.

(g) The principal purposes for collecting the information on this form, including my Social Security Number (SSN), are to verify my identity, to determine my eligibility to receive a Loan, to permit the servicing of my Loan(s), and, if it becomes necessary to locate me and to collect on my Loan(s) if my Loan(s) become delinquent or in default. You may also use my SSN as an identifier and to permit me to access my account information electronically.

(h) Except for the Disclosure Statement, any notice you send will be considered effective when it is deposited in the U.S. Mail, or sent via electronic mail to the address on record, unless otherwise required by applicable law.

(i) Any notice you send will be considered effective when it is deposited in the U.S. mail or sent via electronic mail to the address on record, unless otherwise required by applicable law.

(j) I agree that this Agreement shall not be governed by Article 3 of the Uniform Commercial Code.

## **32. STATE DISCLOSURES:**

**CALIFORNIA RESIDENTS:** A married applicant may apply for a separate loan.

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

**MARYLAND RESIDENTS:** You elect Subtitle 10, Credit Grantor Closed-End Credit Provision to Title 12 of the Commercial Law Article of the Annotated Code of Maryland, to govern this Loan, only to the extent not inconsistent with 12 U.S.C. §1831d and related regulations and opinions.

**MISSOURI RESIDENTS:** **Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect me (borrower(s)) and you (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.**

**NEBRASKA RESIDENTS:** A credit agreement must be in writing to be enforceable under Nebraska law. To protect you and us from any misunderstandings or disappointments, any contract, promise, undertaking, or offer to forebear repayment of money or to make any other financial accommodation in connection with this loan of money or grant or extension of credit, or any amendment of, cancellation of, waiver of, or substitution for any or all of the terms or provisions of any instrument or document executed in connection with this loan of money or grant extension of credit, must be in writing to be effective.

**NEVADA RESIDENTS:** **This is a loan for study.**

**NEW HAMPSHIRE RESIDENTS:** If you refer this Loan to an attorney for collection, I agree to pay your reasonable attorneys' fees. However, if I prevail in a) any action, suit, or proceeding I bring, or b) an action brought by you in connection with this Loan, or if I successfully assert a partial defense or setoff, recoupment, or counterclaim to an action brought by you, the court may withhold from you the entire amount or such portion of the attorneys' fees as the court considers equitable.

**NEW JERSEY RESIDENTS:** The section headings of this credit agreement are a table of contents and not contract terms. Because certain provisions of this Note are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

**NEW YORK, RHODE ISLAND AND VERMONT RESIDENTS:** **A consumer credit report may be ordered on me in connection** with my application for credit. If I ask, you will tell me whether or not one was ordered and if one was, the name and address of the consumer credit reporting agency that provided it. Subsequent consumer credit reports may be requested or used in connection with an update, renewal, or extension of the credit applied for without further notice to me.

**WISCONSIN RESIDENTS:** If I am a married Wisconsin resident: (1) My signature confirms that this loan obligation is being incurred in the interest of my marriage or family. (2) No provision of any marital property agreement, unilateral statement under §766.59 of the Wisconsin Statutes or court decree under §766.70 adversely affects your interest unless, prior to the time that the loan is approved, you are furnished with a copy of the marital property agreement, statement, or decree or have actual knowledge of the adverse provision. (3) If the Loan for which I am applying for is granted, my signature confirms that my spouse has either received notification that credit has been extended to me, has actual knowledge that this credit is being extended to me or has waived the requirements of Wisconsin Statute §766.56(3)(b) in writing.

**TEXAS RESIDENTS:** I give up (waive) my common law rights to receive notice of intent to accelerate and notice of acceleration. This means that I give up the right to receive notice that you intend to demand that I pay all that I owe on this contract at once (accelerate) and notice that you have accelerated. This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

**UTAH RESIDENTS:** This note is the final expression of the agreement between me and you and it may not be contradicted by evidence of an alleged oral agreement.

**WEST VIRGINIA RESIDENTS:** Any provision in this Loan authorizing the holder of this Loan to collect attorneys' fees in the event of a default are void if the party being sued for collection is a resident of the State of West Virginia.