## PROMISSORY NOTE 3SCL2205

## This is a loan for study.

Key terms are defined throughout this Promissory Note ("Note") or in the Definitions on page 7. Read all your loan documents, including Definitions on page 7, Federal and State Notices on page 8, and Arbitration Agreement beginning on page 10, before signing this Note.

## LENDER:

This Note sets forth the terms of your loan. The Final Disclosure ("Disclosure") that we will send you before any funds are disbursed will also be part of this Note. Keep a copy for your records. Our contact information is on page 6.

| WHEN BOUND | You have a right to cancel as explained in the Disclosure. We do not agree to make a loan to <br> you on these terms until your right to cancel has expired. You agree to these terms if you do <br> not cancel by following the instructions in the Disclosure. You may, however, reject the <br> Arbitration Agreement, as explained on page 10. |
| :--- | :--- |
| PROMISE TO PAY | You promise to pay us (1) the amount we lend you, (2) the interest and fees that accrue on that <br> amount or on any Capitalized amount, and (3) if you default, reasonable attorneys' fees, <br> collection agency fees, court costs, and other collection costs, unless prohibited by law. |
| YOUR LOAN | You agree to use your loan for educational expenses only, and if Student attends a Title-IV <br> eligible school or program, for qualified higher educational expenses only. You acknowledge <br> and authorize that your loan amount proceeds may be transmitted directly to the School. |
| Educational Expenses | If your loan has a borrower and a cosigner: <br> - each of you is liable individually and jointly for this loan, <br> - the release of liability of one of you does not affect the liability of the other, <br> - we may sue either of you to collect on this loan, in any order we wish, without losing our right <br> to collect from the other, and |
| - any communication we have with either of you will be binding on both of you, any notice we |  |
| mail to an address provided by either of you will serve as notice to both of you, and any |  |
| modification we agree to with either of you will be binding on both of you. |  |

## INTEREST

- The Disclosure will tell you if you have a Fixed Rate or a Variable Rate.
- Interest will accrue at that Fixed Rate or Variable Rate on the Current Principal, including Capitalized amounts, beginning on the First Disbursement Date (the date shown on the loan check or the date the loan funds are electronically transmitted to the school) and continuing until the loan is paid in full.
- If your loan has a Fixed Rate, then the interest rate will be specified in the Disclosure. If your loan has a Variable Rate, then the interest rate will be determined by adding the number of percentage points we specify on the Disclosure (the "margin") to an index that is calculated and provided to the general public by an administrator. The index is a benchmark, known as the 30 -day average Secured Overnight Financing Rate ("SOFR") (the "index") rounded up to the nearest one-eighth of one percent ( $0.125 \%$ ). The administrator for SOFR is the Federal Reserve Bank of New York ("FRBNY") or any entity designated or selected by the FRBNY.
- A Variable Rate may go up or down due to an increase or decrease in the loan's index but will never be less than the margin even if the index is less than zero percent. A Fixed Rate stays the same for the life of the loan.
- Rate changes take place on the 25th of each month or the next New York business day (the "Change Date") using the index reported at least two New York business days prior to the Change Date. We use the index published by the FRBNY or any entity designated or selected by the FRBNY.
- Any of the following shall be considered a Replacement Event: (i) if the administrator or its agent permanently or indefinitely stops or imminently will be permanently or indefinitely stopping providing the index to the general public; (ii) if the administrator or its regulator or a U.S. federal banking agency with regulatory authority over us issues an official public statement that the index is or imminently will be no longer reliable or representative; (iii) if the index ceases to be produced or readily available; (iv) if, in our sole reasonable determination, which shall be made in good faith and may be informed by U.S. federal banking agency regulatory guidance, the methodology used to produce the index materially changes or (v) if, in our sole reasonable determination, which shall be made in good faith and may be informed by U.S. federal banking agency regulatory guidance, the index's continued use would be
unfair, deceptive or otherwise inappropriate or potentially harmful to the borrower(s). In determining materiality, we may look at, among other things, changes in how the index is calculated, changes in the information that is used to make the calculations, marketplace reaction to any changes and regulatory guidance regarding any changes. For example, in the case of an index such as the 30-day average SOFR, we may consider the following factor, among others: any position(s) taken by any U.S. money center bank or by any U.S. federal banking agency with regard to any change(s) in the methodology used to produce the index or replacement index and with regard to continued use of the index or replacement index for determining the rates assessed on consumer loans.
Upon the occurrence of a Replacement Event, we will select a replacement index as follows:
- (i) If, at the time of a Replacement Event, a replacement index has been selected or recommended for use in consumer products, including but not exclusive to private student or educational loans, by the Board of Governors of the Federal Reserve System, the FRBNY, a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the FRBNY or a U.S. federal banking agency with regulatory authority over us, we will select that index as the replacement index.
- (ii) If a replacement index has not been selected or recommended for use in consumer products at the time of a Replacement Event, as set forth in the immediately preceding subparagraph (i), we will make reasonable good faith efforts to select, in our sole discretion, which may be informed by U.S. federal banking regulatory guidance, a replacement index that is readily available and that we, at the time of selection of the replacement index, reasonably expect, among other things: (1) will conform to nationally and internationally accepted criteria of methodological quality and governance, such as but not exclusive to those promoted by the Alternative Reference Rates Committee of the FRBNY and the International Organization of Securities Commissions, applicable to potential replacement indexes and (2) will minimize any change in the cost of the loan, taking into account the historical performance, if publicly available, of the index and replacement index.
- Notwithstanding anything to the contrary herein, in the event the administrator publishes or causes to be published or selects or recommends for use in consumer products, a 30-day or one month term version of SOFR, or one or more term versions of SOFR, we shall have the discretion but not the obligation to replace the current index with a term version of the index that at the time of such replacement we reasonably expect, among other things, will minimize any change in the cost of the loan.
- We may also modify the margin, including but not exclusive to increasing the margin, in order to render the new interest rate, calculated as the replacement margin plus the replacement index, substantially comparable to the interest rate that would have been calculated using the prior margin plus the prior index. The new Variable Rate will fluctuate with the replacement index on the Change Date. If we take these actions, we will notify you at least 30 days prior to implementing any replacement index(s) or margin(s). To the extent that we implement any replacement index(s), the definition of "index" as used in this Note shall mean any such replacement index(s).

| FEES | You will pay a Late Fee if you do not pay the Current Amount Due (and Past Due Amount, if <br> any) within 15 days after the Current Amount Due Date. The amount of the Late Fee will be <br> identified on the Disclosure. |
| :--- | :--- |
| Late Fee | You will pay a Returned Check Fee for each payment you make that is returned or refused. The <br> amount of the Returned Check Fee will be identified on the Disclosure. You will pay the <br> Returned Check Fee even if your payment is not in the form of a check. |
| Returned Check Fee | You will pay a fee, which we will disclose to you in advance for any optional service we agree to <br> provide. Such services may include, among other things, expediting payments and delivering <br> documents by express courier. |
| Fees for Optional Services | - You must pay us in U.S. dollars with no deduction for currency exchange. All payments must <br> be drawn on funds on deposit in the U.S. |
| MAKING PAYMENTS | You must pay the Current Amount Due by the Current Amount Due Date each month and any <br> Past Due Amount immediately even if we fail to tell you that you have a Past Due Amount, <br> you fail to receive a billing statement, or any automatic debit fails. |


| Repayment Schedule | - The Disclosure will have the Estimated Repayment Schedule \& Terms ("Estimated Repayment Schedule") for your loan, which includes the estimated Current Amount Due you will be required to pay each month (these estimates are referred to as Monthly Payments in the Estimated Repayment Schedule). <br> - The Estimated Repayment Schedule will assume that the interest rate does not change, that Student graduates on time or has already graduated, and that you pay the Current Amount Due by the Current Amount Due Date each month. <br> - The Current Amount Due you will be required to pay each month may differ from the amounts shown in the Estimated Repayment Schedule. This could happen if, for example, Student fails to meet enrollment requirements (contact us for details), leaves school earlier or later than anticipated, you do not pay the Current Amount Due on the Current Amount Due Date each month, your interest rate changes, or your payments are ever postponed or modified. <br> - When the Interim Period (if applicable) ends, the Current Amount Due you will be required to pay each month will increase and consist of principal and interest payments. Beginning at that time, the Current Amount Due you will be required to pay each month can never be less than $\$ 50$ per month or the Current Balance, whichever is less. <br> - We may send you a billing statement each month showing the Current Amount Due and Current Amount Due Date. Your billing statement may reflect information for multiple loans if you have more than one loan being serviced by us. This information may also be available online. |
| :---: | :---: |
| Graduated Repayment Period ("GRP") | - You may request GRP only during the six billing periods immediately preceding and the twelve billing periods immediately after the end of the Interim Period. <br> - At the time of your request, this loan must be current. <br> - If we, in our sole discretion, permit GRP, the Current Amount Due you will be required to pay each month during the 12 -month GRP will consist of interest-only payments. <br> - If you are granted Deferment or Forbearance at any time during the 12-month GRP, you will forfeit your remaining months of eligibility. (See "POSTPONING PAYMENTS" section below for more information on Deferment and Forbearance.) <br> - GRP does not extend the loan term and causes the Current Amount Due you will be required to pay each month after the GRP to be higher than it otherwise would have been without the GRP. The Total Loan Cost also increases. <br> - If we grant your request, we will notify you in writing of your new repayment terms. |
| Late Payments, Partial Payments, Payments in Full | - We can accept late payments, partial payments or payments marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Note. <br> - If you want to make a payment in satisfaction of a disputed amount or balance, send it to Sallie Mae, P.O. Box 3228, Wilmington, DE 19804-0228 with a written explanation. |
| Right to Prepay and Pay Ahead Feature | - You may pay all or any part of your loan at any time without penalty, but you will not be entitled to a refund of any fees. <br> - If you prepay any part of your loan, the amount you pay will be applied first to Unpaid Fees and costs, then to Unpaid Interest, and then to Current Principal. <br> - Any payment in excess of the Current Amount Due (and any Past Due Amount) will reduce the Current Amount Due you will be required to pay in the following month(s). This pay ahead feature will apply to this loan unless you contact us to request we suspend this feature from this loan. |
| How We Allocate and Apply Payments | - If you have more than one loan and your payment is received with the remittance slip on your billing statement, we will automatically allocate your payment to all of the loans in that Loan Group as follows: <br> If your payment satisfies both the Past Due Amount and Current Amount Due, the remaining payment amount will be allocated to the loan with the highest interest rate. If you have multiple loans with the same interest rate, the remaining payment amount will be allocated to the loan with the highest Current Balance. If no payment is due, your payment will be allocated to the loan with the highest interest rate. If you have multiple loans with the same interest rate, the payment amount will be allocated to the loan with the highest Current Balance. <br> - If your payment is less than the Past Due Amount, loans at the oldest delinquency level will be paid first until all loans are at the same delinquency level. Once all of the loans are at the same delinquency level, the remaining payment amount will be allocated according to each loan's Past Due Amount from lowest to highest within that group delinquency level. If your payment satisfies the Past Due Amount, the remaining payment amount will be allocated according to each loan's Current Amount Due from lowest to highest. <br> - If your payment is received without a remittance slip or instructions, we may review any information available to us to allocate and/or apply the payment. <br> - We reserve the right to change our Payment Allocation method, but we will provide notice to you if we do so. <br> - Payment Application: we apply payments to this loan first to Unpaid Fees and costs, then to Unpaid Interest, and then to Current Principal. <br> - More information about how we allocate and apply payments can be found either on your billing statement, at SallieMae.com, or by contacting the loan servicer. |


| Failure to Complete or | Except as provided in this Note, you must repay this loan even if: |
| :--- | :--- |
| Dissatisfaction with Education |  |
| Program | - Student does not complete the educational program paid for with this loan, |
|  | - Student cannot obtain employment, or |
|  | - You are dissatisfied with the educational program paid for with this loan. |
|  | We do not vouch for or warrant the quality or suitability of any educational program. |


| Our Right to Cancel Any Future Disbursement | We can cancel any future disbursement without telling you in advance if: <br> - Student fails to meet enrollment requirements, <br> - you fail to comply with the terms of this Note, <br> - you make any false statement when you apply for this loan or at any time afterwards, <br> - you fail to pay the Current Amount Due by the Current Amount Due Date on this or any other loans owned or serviced by us, <br> - you tell us that you no longer need the loan or no longer wish to repay any amount not yet disbursed, <br> - the classes in which Student has enrolled have been canceled or delayed, <br> - you file for bankruptcy, <br> - the School ceases to be eligible to participate in this Loan Program, or <br> - we grant you a Hardship Forbearance. <br> Contact us if you have any questions about Student enrollment requirements or school eligibility requirements. |
| :---: | :---: |
| OTHER IMPORTANT INFORMATION |  |
| Jury Trial Waiver | You acknowledge that the right to trial by jury is a constitutional right but may be waived in certain circumstances. To the extent permitted by law, you knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Note. This jury trial waiver shall not affect or be interpreted as modifying in any fashion the Arbitration Agreement below, which has its own separate jury trial waiver. This waiver does not apply if you are a covered borrower under the Military Lending Act at the time this loan is originated. |
| Conflict Between Note and Disclosure | If there is a conflict between the terms of the Disclosure and the terms of this Note, the terms of the Disclosure shall apply with respect to items required to be disclosed under federal law. |
| Modifications and Correction of Errors | - We may modify this Note if jointly agreed upon in writing by either the borrower or cosigner and us. Such modifications may include, but are not limited to, an agreement to increase the Total Loan Amount provided in the Disclosure after your right to cancel has expired. We may also unilaterally modify this Note to implement a replacement index(s) and/or a replacement margin(s) as provided in the section entitled "Interest" in this Note. We will notify you if these modifications occur. The modification of any part of the Note will not affect the validity or enforceability of the rest of the Note. <br> - We may modify the Disclosure, without sending you a new one or giving you a new right to cancel, if we modify the margin in conjunction with implementing a replacement index as provided in the section entitled "Interest" in this Note or if permitted by law, which we are allowed to do if the change is unequivocally beneficial to you or if we reduce the loan amount based on information we receive from you or the School. <br> - We may correct errors in the names or addresses in any of the loan documents. We do not need your consent or signature to do so. We will notify you if that happens. <br> - You will cooperate with us to correct any other typographical, computer, calculation or clerical errors in any of the loan documents. However, we do not need your consent or signature to do so. We will send you a copy of the revised document. |
| Default | We may declare your loan in default if: <br> - you fail to comply with the terms of this Note, and that includes failing to pay the Current Amount Due by the Current Amount Due Date, or <br> - any false statement is made when you apply for this loan or at any time afterwards. <br> If this loan is in default, then after we provide you with any required notices and cure periods, we may declare the Current Balance immediately due and payable. <br> Idaho, Iowa, Kansas, Maine and South Carolina Residents Only: You will be in default if you fail to make a payment as required by this Note (or within 10 days of the time required by this Note, for lowa residents) or if the prospect of your payment or performance is significantly impaired (for lowa residents, if, following an event of default, the prospect of your payment is materially impaired). We have the burden of establishing the prospect of such impairment. <br> Wisconsin Residents Only: You will be in default (a) if you 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 if you fail to pay the first payment or last payment within 40 days of its scheduled due date or deferred due date or (b) if you fail to observe any other provision of this Note, the breach of which materially impairs your ability to pay the amounts due under the Note. |
| Signatures and Photocopy of Note | Your signature on your loan application is binding even if you only send us a photocopy, facsimile, electronic, or other copy of the signature page. A photocopy, facsimile, electronic, or other copy of this Note is just as binding on you as the original. |
| Bankruptcy | This loan may not be dischargeable in bankruptcy. Any communication about any bankruptcy must be in writing, include your loan number, and be sent to our contact address listed under CONTACT US below. |


| Collection Costs | Unless prohibited by law, we may charge you all amounts, including reasonable attorneys' fees, <br> collection agency fees, court costs (including fees and costs in an appellate or bankruptcy <br> proceeding) and other collection costs that we incur in enforcing the terms of this Note. |
| :--- | :--- |
| Privacy | The School and any custodian of its records may certify Student's eligibility for this loan and |
| may release to us any information we request that is pertinent to this loan. |  |
|  | - We may check your credit, employment and income records, and request and receive from |
| others credit-related information about you, for this loan, and any reviews, updates, extensions |  |
| or other modifications of this loan. |  |
|  | - You consent to our sharing credit and other information about you with credit reporting |
| agencies, the School, other schools Student attends or has attended and their agents, any |  |
| subsequent holder of this Note, anyone who referred you to us, anyone who you notify us is |  |
| eligible to receive information about this loan, and anyone as necessary to originate this loan |  |
| or to service this loan or to fulfill and administer benefits offered with this loan, as permitted by |  |
| law. If your loan has a borrower and a cosigner, you consent to our sharing credit and other |  |
| information about one of you with the other. |  |

## CONTACT US

Unless we tell you otherwise, you can contact or notify us:

- by phone at 1-800-472-5543 or
- by writing to Sallie Mae, P.O. Box 3319, Wilmington, DE 19804-4319.

When writing, please include your name, address, home phone number and loan number.
You must contact us within 10 days after (1) changing your name, email address, mailing address, or any phone number, (2) Student or cosigner dies, or (3) any change in Student's enrollment status.
We reserve the right to update any P.O. Box address or telephone number provided in this Note but we will provide notice to you if we do so.

| DEFINITIONS |  |
| :--- | :--- |
| Capitalized | "Capitalized" means added to the Current Principal of the loan. Unpaid Interest, Unpaid Fees, <br> and costs due and not yet paid may be Capitalized as provided in this Note. For example, if you <br> selected a Fixed Payment or Deferred Payment during the Interim Period, then we will Capitalize <br> Unpaid Interest at the end of the Interim Period. Capitalization increases the Total Loan Cost <br> because interest accrues on the Current Principal. |
|  | "Current Amount Due" means the amount you are required to pay each month until this loan is <br> paid in full. The Current Amount Due may vary each month. |
| Current Amount Due | "Current Amount Due Date" means the date by which you must pay the Current Amount Due |
| each month. |  |

NOTICES REQUIRED BY FEDERAL AND STATE LAW

| IMPORTANT INFORMATION | To help the government fight the funding of terrorism and money laundering activities, |
| :--- | :--- |
| ABOUT PROCEDURES FOR | Federal law requires all financial institutions to obtain, verify, and record information that |
| OPENING A NEW ACCOUNT | identifies each person who opens an account. What this means for you: In applying for |
| this education loan, we will ask for your name, address, date of birth, Social Security |  |
|  | Number, and other information that will allow us to identify you. We may also ask to see |
| your driver's license or other identifying documents. |  |


| IOWA, MISSOURI, NEBRASKA | ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND |
| :--- | :--- |
| AND TEXAS RESIDENTS ONLY | CREDIT OR FORBEAR FROM ENFORCING REPAYMENT OR DEBT |
|  | INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT |
|  | ENFORCEABLE. TO PROTECT YOU AND US 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. |

ARBITRATION AGREEMENT - This agreement does not apply if you are a covered borrower under the Military Lending Act at the time this loan is originated.

|  | To the extent permitted under federal law, you and we agree that either party may elect to arbitrate - and require the other party to arbitrate - any Claim under the following terms. |
| :---: | :---: |
| 1. RIGHT TO REJECT | You may reject this Arbitration Agreement by mailing a personally signed rejection notice to P.O. Box 3227, Wilmington, DE 19804-0227 certified mail, return receipt requested, within 60 days after the date of your first disbursement of loan proceeds. Any Rejection Notice must include your name, address, telephone number and loan number. No other person may submit a rejection notice for you. If you send a rejection notice we will give you a credit for the standard cost of a letter sent by certified mail. Rejecting this Arbitration Agreement will not affect any other provision of this note. |
| 2. IMPORTANT WAIVERS | If you or we elect to arbitrate a Claim, YOU AND WE BOTH WAIVE THE RIGHT TO: (1) HAVE A COURT OR JURY DECIDE THE CLAIM; (2) PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION, WHETHER AS A CLASS REPRESENTATIVE, CLASS MEMBER OR OTHERWISE; (3) ACT AS A PRIVATE ATTORNEY GENERAL IN COURT OR IN ARBITRATION; OR (4) JOIN OR CONSOLIDATE CLAIM(S) WITH CLAIMS INVOLVING ANY OTHER PERSON IN COURT OR IN ARBITRATION. Other rights are more limited in arbitration than in court or are not available in arbitration. The waivers in subsections (2)(4) above are called the "Class Action and Multi-Party Waivers." The arbitrator shall have no authority to conduct any arbitration inconsistent with the Class Action and Multi-Party Waivers or to issue any relief that applies to any person or entity except you or us individually. |
| 3. DEFINITIONS | In this Arbitration Agreement, the following definitions will apply: "You," "your" and "yours" mean each and every borrower and cosigner on the Note; the Student on whose behalf the proceeds of the Note have been advanced; and the heirs, executors and assigns of all of the foregoing. "We," "us," "our" and "ours" mean the Lender listed on page 1 of this Note; any subsequent holder of this Note; any servicer or any agent acting on behalf of the Lender, any servicer or any subsequent holder; all of their parents, wholly or majority owned subsidiaries and affiliates; any predecessors, successors, and assigns of these entities; and all officers, directors, employees, agents, controlling persons and representatives thereof. These terms also include any party named as a co-defendant with us in a Claim asserted by you, such as investors or potential investors, credit bureaus, credit insurance companies, closing agents, escrow agents, insurance agents, loan originators, rating agencies, loan servicers, debt collectors, loan guarantors, performance bond trustees, tuition recovery funds, the School, and any of the School's financial aid offices or officers. "Claimant" means the party who asserts or seeks to assert a Claim in a lawsuit or arbitration proceeding. "Administrator" means either the American Arbitration Association (the "AAA"), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, or JAMS, 620 Eighth Avenue, $34^{\text {th }}$ Floor, New York, NY 10018, www.jamsadr.com, provided that, if the Claimant seeks to assert a Claim in a class or multi-party basis, the Administrator must not have in place a formal or informal policy that is inconsistent with and purports to override the Class Action and Multi-Party Waivers set forth above (see Section 2). The Claimant will select the Administrator by filing a Claim with the Administrator of that party's choice. (If a Claimant files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration, which is granted, it will be up to the Claimant to commence the arbitration proceeding.) If for any reason the selected Administrator is unable or unwilling to serve or continue to serve as Administrator, the other company will serve as Administrator. If neither the AAA nor JAMS is able or willing to serve as Administrator, you and we will mutually agree upon an Administrator or arbitrator or the court will appoint the Administrator or arbitrator or arbitrators (in the case of a three-arbitrator panel provided for in Section 8, below), subject to the limitations set forth above regarding the Class Action and Multi-Party Waivers. |
| 4. CLAIM | "CLAIM" means any legal claim, dispute or controversy between you and us that arises from or relates in any way to this Note, including, but not limited to, any dispute arising before the date of this Arbitration Agreement and any dispute relating to: (1) the imposition or collection of principal, interest, attorneys' fees, collection costs or other fees relating to this Note; (2) other provisions of this Note; (3) any application, disclosure or other document relating in any way to this Note or the transactions evidenced by this Note; (4) any insurance or other service or product offered or made available by or through us in connection with this Note, and any associated fees; (5) our methods of soliciting your business; (6) our use or failure to protect any personal information you give us in connection with this Note; (7) your dealings with the School, the quality of the education the School provides, or any acts or omissions by the School; (8) any documents, instruments, advertising or promotional materials that contain information about this Note or any associated insurance or other service or product; and (9) the relationships resulting from this Note or from any of the foregoing. "Claim" has the broadest possible meaning. It includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Agreement. It also includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and claims for money damages and injunctive or declaratory relief. However, "Claim" does not include any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court. Also, "Claim" does not include disputes about the validity, enforceability, coverage or scope of this Arbitration Agreement or any |

part thereof (including, without limitation, this sentence, the Class Action and Multi-Party Waivers or, subparts (A) and (B) of Section 11, captioned "Severability"); all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Note, as a whole; any such Claim is for the arbitrator, not a court, to decide. If there is an arbitration agreement in place (a "Prior Arbitration Agreement") governing a prior promissory note from you (a "Prior Note"), "Claim" also includes all disputes relating to the Prior Note to the same extent it would apply to disputes relating to this Note. If you do not reject this Arbitration Agreement, any such Claim will be governed by this Arbitration Agreement rather than the Prior Arbitration Agreement. If you reject this Arbitration Agreement, the Claim will be governed by the Prior Arbitration Agreement, provided that, if you never had the chance to reject the Prior Arbitration Agreement and no demand for arbitration has been previously made, your rejection of this Arbitration Agreement will also serve as your rejection of the Prior Arbitration Agreement.

| 5. ELECTING OR REQUIRING | The Claimant may elect arbitration of a Claim by initiating an arbitration in accordance with the |
| :--- | :--- |
| ARBITRATION | Administrator's rules. The other party may elect arbitration by giving written notice of an election |
| to arbitrate. This notice may be given after a lawsuit has been filed and may be given in papers or |  |
| motions in the lawsuit. If such a notice is given, the Claim shall be resolved by arbitration under |  |
| this Arbitration Agreement and the applicable rules of the Administrator then in effect. It will be up |  |
| to the Claimant to commence the arbitration proceeding. Even if all parties have opted to litigate a |  |
| Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or |  |
| any Claim later asserted by a party in that or any related or unrelated lawsuit (including a Claim |  |
| initially asserted on an individual basis but modified to be asserted on a class, representative or |  |
| multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this |  |
|  | Arbitration Agreement. The arbitrator will be selected under the Administrator's rules, except that |
| the arbitrator must be a lawyer with at least ten years of experience or a retired judge, unless you |  |
| and we agree otherwise. |  |


| 10. SURVIVAL; PRIMACY | This Arbitration Agreement shall survive your full payment of the Note; our sale, assignment or <br> transfer of the Note; any legal proceeding to collect a debt owed by you; any bankruptcy or <br> insolvency; any postponement of payments, waiver of payments or modification granted pursuant <br> to the Note; any cancellation, or request for cancellation, of the Note or of any or all <br> disbursements under the Note; and any change in the School enrollment status of the Student. In <br> the event of any conflict or inconsistency between this Arbitration Agreement and the |
| :--- | :--- |
|  | Administrator's rules or the Note, this Arbitration Agreement will govern. |


| First Name: | Middle Initial: | Last Name: |
| :--- | :--- | :--- |
| SSN: | Date of Birth: | Citizenship: |

Email Address:

## Permanent Address \& Telephone Numbers

| Address Line 1: | City: |
| :--- | :---: |
| Address Line 2: | State: |
| Years at Permanent Address: | Is Current Mailing Address different from Permanent Address: |
| Primary Phone Number: | Type: |
| Secondary Phone Number: | Type: |

## Current Mailing Address

| Address Line 1: | City: |
| :--- | :--- |
| Address Line 2: | State: |

## Current International Mailing Address

Address Line 1:
Address Line 2:
Address Line 3:
Country Code:

## Previous Address

Address Line 1: City:

Address Line 2: State:
ZIP Code:

## Employment Information

| Employment Status: | Current Employer Name: |  |  |
| :---: | :---: | :---: | :---: |
| Occupation: | Length of Time at | Current Employer: | Years |
| Work Phone Number: | Ext: |  |  |
| Financial Information |  |  |  |
| Gross Annual Income: | Residence Type: | Monthly Mortgage/Rent Amount: |  |
| Source of Additional Income: |  | Annual Gross Amount: |  |
| Source of Additional Household Income: |  | Annual Gross Amo |  |
| Do you have: Checking account?: | Savings account?: | CD and/or | Mark |
| Checking Amount: | Savings Amount: | CD/Money | Amou |

## Personal Contacts

\#: 1 First Name:
Primary Phone Number:
Address Line 1:
Address Line 2:
\#: 2 First Name:
Primary Phone Number:
Address Line 1:
Address Line 2:

Last Name
Relationship to Borrower:
City:
State: ZIP
Last Name:
Relationship to Borrower:
City:
State:ZIPZIP

| Loan Request Information |  |  |
| :---: | :---: | :---: |
| School \& Student Information |  |  |
| School Name: | City: | State: |
| Degree/Certificate of Study: |  |  |
| Course of Study: |  |  |
| Enrollment Status: | Grade Level: Cumulative GPA: | On a Scale of: |
| Anticipated Graduation Date: | Academic Period of the Loan: From: | To: |
| Lender Information |  |  |
| Lender: | City: State: | Lender Code: |
| Declaration |  |  |
| CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT NOTICE TO CUSTOMER (a) DO NOT SIGN THIS BEFORE YOU READ THE PROMISSORY NOTE 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. |  |  |
| I declare that the information provided above is true and complete to the best of my knowledge and belief. I have read the Promissory Note accompanying this application and agree to the terms therein. I understand and agree that you may obtain a consumer credit report in connection with this application and in connection with any updates, renewals or extensions of any credit as a result of this application. |  |  |
| Borrower <br> Signature | (seal) | Date________ |


| BORROWER: | CREDITOR: <br> Sallie Mae Bank <br> P.O. Box 3319 <br> Wilmington, DE 19804- <br> 4319 | RIGHT TO CANCEL |
| :--- | :--- | :--- |
|  | You have a right to cancel this transaction, without penalty, by <br> midnight on April 04, 2023. No funds will be disbursed to you or to <br> your school until after this time. You may cancel by logging into your <br> online account at https://www. salliemae.com/ApplicationSummary or <br> by calling us at (877) 279-7172. |  |

## Loan Rates \& Estimated Total Costs

| Total Loan Amount | Interest Rate | Finance Charge | Total of Payments |
| :---: | :---: | :---: | :---: |
| \$3,000.00 | 13.750\% | \$3,814.61 | \$6,814.61 |
| The total amount you are borrowing. | Your interest rate. | The estimated dollar amount the credit will cost you. | The estimated amount you will have paid when you have made all payments. |

## ITEMIZATION OF AMOUNT FINANCED

| Amount paid to you | $\$ 0.00$ |
| :--- | :---: |
| Amount paid to others on <br> your Behalf: <br> - TOWSON UNIVERSITY | $+\$ 3,000.00$ |
| Amount Financed <br> (total amount provided) | $=\$ 3,000.00$ |
| Initial finance charges <br> (total) <br> - Origination Fee (\$0.00) <br> - Loan Guarantee Fee <br> (\$0.00) | $+\$ 0.00$ |
| Total Loan Amount | $=\$ 3,000.00$ |

## ABOUT YOUR INTEREST RATE

- Your rate is fixed. This means that your rate stays the same for the life of the loan.
- Your Annual Percentage Rate (APR) is 13.343\%. The APR is typically different than the Interest Rate since it considers fees and reflects the cost of your loan as a yearly rate. For more information about the APR, see reference notes.


## Estimated Repayment Schedule \& Terms

| 120 MONTH LOAN TERM | MONTHLY PAYMENTS |
| :--- | :---: |
|  | at 13.750\% |
|  | This rate is fixed and will not change for the life of the loan |
| May 19, 2023 - Dec. 19, 2024 <br> deferment period | No payment required <br> $(\$ 708.57$ in interest will accrue during this time) |
| Jan. 19, 2025 - Nov. 19, 2034 <br> 119 monthly payments | $\$ 57.03$ |
| Dec. 19, 2034 - Dec. 19, 2034 <br> 1 monthly payment | $\$ 28.04$ |

## REFERENCE NOTES

## Fixed Interest Rate:

- Your loan has a fixed Interest Rate and will not increase or decrease for the life of the loan.
- The Interest Rate may be higher or lower than your Annual Percentage Rate (APR) because the APR considers certain fees you pay to obtain this loan, the Interest Rate, and whether you defer (postpone) payments while in school.
- You can change your interest rate type (fixed or variable interest rate) by calling (877) 279-7172 no later than two (2) business days before the first loan disbursement.


## Bankruptcy Limitations

- If you file for bankruptcy you may still be required to pay back this loan.


## Repayment Options:

- You elected the Deferred Repayment option, so no payments are required while enrolled in school and during a separation period of 6 billing periods thereafter. You can make payments during that time.

You can also change your repayment option choice to Interest Repayment or Fixed Repayment by calling (877) 279-7172 no later than two (2) business days before the first loan disbursement.

- More information about repayment deferral or forbearance options is available in your promissory note.


## Prepayments:

- If you pay the loan off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

See your promissory note for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Military Lending Act Disclosure: To receive important disclosures and payment obligation information about this loan verbally, please call 855-455-6972.

Please note, Monthly Payments are referred to as "Current Amount Due" in the promissory note and in other correspondence.

| BORROWER: |  | CREDITOR: <br> Sallie Mae Bank <br> P.O. Box 3319 <br> Wilmington, DE 19804- <br> 4319 |
| :--- | :--- | :--- | | RIGHT TO CANCEL |
| :--- |
| COSIGNER: |

## Loan Rates \& Estimated Total Costs

| Total Loan Amount | Interest Rate | Finance Charge | Total of Payments |
| :---: | :---: | :---: | :---: |
| $\$ 3,000.00$ | $11.625 \%$ | $\$ 1,745.28$ | $\$ 4,745.28$ |
| The total amount you are <br> borrowing. | Your current interest rate. | The estimated dollar amount <br> the credit will cost you. | The estimated amount you will <br> have paid when you have made <br> all payments. |

## ITEMIZATION OF AMOUNT FINANCED

| Amount paid to you | $\$ 0.00$ |
| :--- | :---: |
| Amount paid to others on <br> your Behalf: <br> - ROGER WILLIAMS <br> UNIVERSITY | $+\$ 3,000.00$ |
| Amount Financed <br> (total amount provided) | $=\$ 3,000.00$ |
| Initial finance charges <br> (total) <br> - Origination Fee (\$0.00) <br> - Loan Guarantee Fee <br> (\$0.00) | $+\$ 0.00$ |
| Total Loan Amount | $=\$ 3,000.00$ |

## ABOUT YOUR INTEREST RATE

- Your rate is variable. This means that your actual rate varies with the market and could be lower or higher than the rate on this form. The variable rate is based upon the 30 -day average Secured Overnight Financing Rate (SOFR) (as published by the Federal Reserve Bank of New York). For more information on this rate, see reference notes.
- Although your rate will vary, it will never exceed $\mathbf{2 5 . 0 0 0} \%$ (the maximum allowable for this loan).
- Your Annual Percentage Rate (APR) is $\mathbf{1 1 . 6 2 4 \%}$. The APR is typically different than the Interest Rate since it considers fees and reflects the cost of your loan as a yearly rate. For more information about the APR, see reference notes.


## FEES

- Late Fee: $5.000 \%$ of the amount of the past due payment, up to a maximum of $\$ 25$.
- Returned Check Fee: up to $\$ 20.00$.
- Fee when you begin repaying the loan: $0.000 \%$ of loan balance.


## Estimated Repayment Schedule \& Terms

| 91 MONTH LOAN TERM | MONTHLY PAYMENTS |  |
| :--- | :---: | :---: |
|  | at 11.625\% <br> the current interest rate of your <br> loan | at 25.000\% <br> the maximum interest rate <br> possible for your loan |
| June 19, 2023 - Dec. 19, 2023 <br> 7 monthly payments | $\$ 29.06$ | $\$ 62.50$ |
| Jan. 19, 2024 - June 19, 2031 <br> 90 monthly payments | $\$ 50.00$ | $\$ 69.05$ |
| July 19, 2031 - July 19, 2031 <br> 1 monthly payment | $\$ 41.86$ | $\$ 67.38$ |

The estimated Total of Payments at the Maximum Rate of Interest would be $\$ 8,583.73$.

Actual number of monthly payments may vary at maximum rate.

## REFERENCE NOTES

## Variable Interest Rate:

- Your loan has a variable Interest Rate that is based on a publicly available index, the 30-day average Secured Overnight Financing Rate (SOFR) rounded up to the nearest one-eighth of one percent, which is currently $4.875 \%$. Your rate is calculated each month by adding a margin of $6.750 \%$ to the SOFR rounded up to the nearest one-eighth of one percent.
- The Interest Rate may be higher or lower than your Annual Percentage Rate (APR) because the APR considers certain fees you pay to obtain this loan, the Interest Rate, and whether you defer (postpone) payments while in school.
- The rate will not increase more than once a month, but there is no limit on the amount that the rate could increase at one time. Your rate will never exceed $25.000 \%$.
- If the Interest Rate increases your monthly paymentswill be higher and, depending on the Total Loan Amount, the number of monthly payments may increase.
- Please see your promissory note for more information about the circumstances in which a replacement or substitute index may be used in place of SOFR.
- You can change your interest rate type (fixed or variable interest rate) by calling (877) 279-7172 no later than two (2) business days before the first loan disbursement.


## Bankruptcy Limitations

- If you file for bankruptcy you may still be required to pay back this loan.


## Repayment Options:

- You elected the Interest Repayment option, so you must make interest payments while enrolled in school and during a separation period of 6 billing periods thereafter. You can make larger payments during that time.
You can also change your repayment option choice to Fixed Repayment or Deferred Repayment by calling (877) 279-7172 no later than two (2) business days before the first loan disbursement.
. More information about repayment deferral or forbearance options is available in your promissory note.


## Prepayments:

- If you pay the loan off early, you will not have to pay a penalty. You will not be entitled to a refund of part of the finance charge.

See your promissory note for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

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