

Promissory Note
Private Education Consolidation Loan

In this Promissory Note, the words "I," "we," "me," "my," and "mine" mean the Borrower and the Cosigner, if any. The words "you," "your," and "Lender" mean Upside Lending Technologies, LLC, which is located at 6600 Chase Oaks Blvd Suite 150 Plano, TX 75023 ("Notice Address")], its successors and assigns, and any other holder of this Promissory Note.

This is a consumer credit transaction.

Non-negotiable consumer note.

This is a loan for study.

THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION. UNLESS YOU PROPERLY REJECT THE ARBITRATION PROVISION OR ARE A MEMBER OF THE ARMED FORCES OR A DEPENDENT OF SUCH MEMBER PROTECTED BY THE FEDERAL MILITARY LENDING ACT, IT WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. FOR EXAMPLE, IF WE ELECT TO REQUIRE YOU TO ARBITRATE ANY CLAIM, YOU WILL NOT HAVE THE RIGHT TO A JURY TRIAL OR THE RIGHT TO PARTICIPATE IN A CLASS ACTION IN COURT OR IN ARBITRATION.

1. PROMISE TO PAY

I promise to pay each of the following, as provided in this Promissory Note (the "Note") and the related Final Disclosure Statement, which is incorporated by reference: (1) the total principal sum of the Loan which includes amounts disbursed under the terms of this Note to repay in full or in part my existing private and/or Federal student loan obligations held by lenders other than you, as I set forth in the Application; (2) interest on such principal sum; (3) interest on any unpaid interest added to the principal balance following a default, Forbearance Period or Loan Deferment Period, as permitted by applicable law (4) returned payment fees, late charges and other fees, charges and costs, and collection costs and attorney's fees; and (5) periodic contributions to my Brokerage Account. Payments of principal, interest, and fees shall be paid to you, as provided in this Promissory Note. Brokerage Account Contributions are also required payments under this Note but will be transferred to the Brokerage Account and held for my benefit, subject to the Security Account Control Agreement (the "SACA"), as provided in this Note and the SACA. IMPORTANT - READ THIS CAREFULLY

- (a) When you receive my completed Application, you are not agreeing to lend me money. I understand that before you will make a loan to me, I must provide documents and information requested by you with this Note to verify information I provided to you as part of my Application and I must apply for and open a Brokerage Account with you or with your agent, affiliate, or other third party at your direction using the instructions provided by you. You may also require me to open a bank account at a specific FDIC insured bank, and I agree to open such account as directed by you. You have the right not to make a loan, not to make a disbursement on a loan, or to lend an amount more or less than the loan amount requested by me. I understand that the purpose of this Loan is to consolidate other private student loans and/or Federal student loans of any type. I understand that you will send funds on my behalf to the holder(s) of the loan(s) selected for consolidation in order to pay off such loan(s). My signature on the Application authorizes you to pay off the balance(s) of the loan(s) selected for consolidation as provided by the holder(s) of the loan(s)

and my promise to pay this Note. This amount may be more or less than the estimated total balance I have indicated in the Application. Further, I understand that if any collection costs are owed on the loan(s) selected for consolidation, these costs may be added to the principal balance of this Loan.

- (b) After you agree to make a Loan to me, you will send me an Approval Disclosure Statement. In addition to other information, the Approval Disclosure Statement will tell me the amount of my Loan and my interest rate. After I have accepted this Loan you will send the Borrower and Cosigner, if applicable, a Final Disclosure Statement which will include the information contained in the Approval Disclosure Statement and information regarding my right to cancel this Loan.
- (c) **HOW I AGREE TO THE TERMS OF THIS LOAN.** By preparing and signing this Note, and submitting it to you, either directly or through some other person or entity, I am requesting that you make this Loan to me on the terms described in this Note. If you approve this request and agree to make this Loan, you will notify me in writing and provide me with an Approval Disclosure Statement, as required by law. Following receipt of the Approval Disclosure Statement, I will have thirty (30) calendar days to accept this Loan. If I decide to accept this Loan, I must deliver notice of such acceptance to you via the method set forth in the Approval Disclosure Statement. Following receipt of my acceptance of this Loan you will send the Borrower and the Cosigner, if applicable, a Final Disclosure Statement prior to the time that the Loan proceeds are disbursed, which will include the interest rate, other fees and costs, a payment schedule and other terms. If the Borrower or the Cosigner, if applicable, cancels this Loan prior to expiration of the Cancellation Period, no proceeds shall be disbursed and this Loan shall be cancelled. My failure to establish a brokerage account shall be deemed a request to cancel this loan, including but not limited to failure to establish a brokerage account due to the broker refusing to open such account for any reason or no reason at all. My failure to establish a Bank Account, if separately required by you, shall be deemed a request to cancel this Loan. I understand that I agree to the terms of this Loan as set forth in this Note and in the Final Disclosure Statement by allowing the proceeds of the Loan to be used to pay off the Borrower's loan(s) selected for consolidation, without objection. I understand and agree that the specific payment terms of this Note shall be provided in the Final Disclosure Statement.

2. DEFINITIONS

- (a) "Academic Deferment Period" means a period, **during which Borrower is enrolled at least half-time in an accredited higher education program at an approved school** and has requested a Deferment of principal and interest payments, and Brokerage Account Contributions under this Note. Notwithstanding the foregoing, the maximum Academic Deferment Period will be reduced by the amount of any Grace Deferment Period that the Borrower has used.
- (b) "Application" means the written, Internet-based or oral (including telephonic) request that I make to you for a Loan.
- (c) "Approval Disclosure Statement" means a disclosure statement required to be provided to me at the time my Loan is approved as required by the Federal Truth-in-Lending Act.
- (d) "Capitalized Interest" means accrued and unpaid interest that you add to the principal balance of a Loan, including any interest that accrues during any Loan Deferment Period or Forbearance Period.
- (e) "Bank Account" means the FDIC insured deposit account you may require me to open and maintain as a condition of this agreement in your discretion.
- (f) "Brokerage Account" means the investment account that I establish with you or with your agent, affiliate, or other third party at your direction, for my benefit in connection with obtaining this loan. I acknowledge that you may, at your sole and absolute discretion, change the agent, affiliate or other third party which provides the Brokerage Account, and I agree to take steps, including executing documents, to establish an investment account with that party, in which case that account is the "Brokerage Account."

- (g) "Brokerage Account Contribution" means the portion of regularly scheduled monthly payment or payments that I make during the Repayment Period that will be deposited in the Brokerage Account. The amount of the Brokerage Account Contribution is based on the repayment option I selected on my Application.
- (h) "Cancellation Period" means the period during which I have the right to cancel the Loan approved by Lender, without penalty, which period expires at midnight of the third (3rd) Business Day following my receipt of the related Final Disclosure Statement, as specified in the Right to Cancel box at the top of the Final Disclosure Statement.
- (i) "Cosigner Notice" means any notice that describes the obligations of a Cosigner under the Note with respect to any Loan that I obtain as described in this Note. A Cosigner shall be jointly and severally liable with the Borrower for the Loan.
- (j) "Deferment" means a repayment option that allows the Borrower to defer or temporarily suspend the payment of principal and interest, and Brokerage Account Contributions under this Note during a Loan Deferment Period. In order to receive and continue to be eligible for a Deferment, the Borrower must meet the then in effect eligibility criteria and apply for and receive approval from the Lender.
- (k) "Forbearance" means a modification of my Loan terms that I may request and that you may grant at your sole discretion.
- (l) "Grace Deferment Period" means a period, not to exceed a maximum of six (6) consecutive months, beginning on the date Borrower has requested a Deferment of principal and interest payments and Brokerage Account Contributions under this Note and ending six (6) months after Borrower graduates from an approved school.
- (m) "Disbursement Date" means the first date on which you disburse money on behalf of the Borrower in consideration for this Note to pay the private and/or Federal student loans selected for consolidation.
- (n) "Final Disclosure Statement" means a final disclosure statement required to be provided to me prior to disbursement of my Loan as required by the Federal Truth-in-Lending Act.
- (o) "Loan" means all principal sums disbursed, plus interest on such principal sums, interest on any Capitalized Interest, and other charges and fees that may become due as provided in this Note.
- (p) "Loan Deferment Period" refers to either an Academic Deferment Period or a Grace Deferment Period.
- (q) "Forbearance Period" means a period during which you have granted a Forbearance.
- (r) "Note" means this Promissory Note setting forth the terms applicable to my Loan. The term "Note" also includes the Application, Approval Disclosure Statement, Final Disclosure Statement, and Cosigner Notices (if applicable) relating to the Loan that I obtain subject to the terms of this Note, unless otherwise provided.
- (s) "Repayment Period" means the period beginning on the day after the first Disbursement Date and continuing for up to three hundred and sixty (360) months thereafter. If I have requested and received a Deferment, the Repayment Period will be extended by the length of the Loan Deferment Period.

3. INTEREST

- (a) Interest - Interest will begin to accrue as of the Disbursement Date on the principal amount of this Loan outstanding from time to time at a fixed annual interest rate of _____ %, so long as I am not in default under this Note. Interest continues to accrue during any Loan Deferment Period, or Forbearance Period. If I am in default under this Note, you are authorized to impose interest at a higher fixed annual interest rate, as described more fully in the Default and Remedies section. Interest will be calculated on a daily simple interest basis, according to the outstanding principal balance each day of the term of the Loan. The daily interest rate will be equal to the applicable annual interest rate, divided by a 365 day year.

4. CAPITALIZATION

I agree that you will add all accrued and unpaid interest to the principal balance of my Loan at the end of any Forbearance Period or Loan Deferment Periods. In addition, should I default under the terms of this Note, you may, at your option, add all accrued and unpaid interest to the principal balance of my Loan upon such default. Such Capitalized Interest is thereafter considered the principal, and interest will accrue on the new principal balance. In addition, if I am in default under this Note, you may, at your option, add any unpaid late charges, returned payment fees or other charges outstanding at the time of default to the principal amount of my Loan.

5. ANNUAL PERCENTAGE RATE

The Annual Percentage Rate ("APR") for my Loan will be disclosed to the Borrower on the Approval Disclosure Statement and the Final Disclosure Statement. The APR may be higher than the Rate described above because the APR will include any fee that is charged for my Loan as well as the rate at which interest accrues.

6. TERMS OF REPAYMENT

- (a) Repayment Period - During the Repayment Period, unless I am approved for a Deferment or Forbearance, I will make consecutive monthly payments of principal, interest, and a Brokerage Account Contribution in the indicated amounts according to the payment due dates shown on statements you will send me until I have paid all of the principal and interest and any other charges I may owe under this Note, and have made the Brokerage Account Contributions required for each month. If I receive a Deferment, I will resume making payments after the end of any Loan Deferment Period.
- (b) Repayment Terms - My monthly payment will be established when my Repayment Period begins based on the rules in this Note. The payment amounts shown on my monthly statements will consist of (1) consecutive monthly installments of principal and interest calculated to equal the amount necessary to amortize the original principal balance of my Loan in substantially equal monthly installments of principal and interest at the rate disclosed in the Final Disclosure Statement over the Repayment Period; (2) my Brokerage Account Contribution; and (3) the amount of any unpaid principal, interest, fees and other charges, plus interest as permitted by law, and unpaid Brokerage Account Contributions, due to failure to make any payments when due. I understand that the maximum duration of the Repayment Period is three hundred sixty (360) months, plus the length of any Loan Deferment Period that I am granted. If I receive a Deferment, my monthly payment amount shall be recalculated at the end of the Loan Deferment Period to the amount necessary to amortize the unpaid principal balance (including any Capitalized Interest) over the number of months remaining in the Repayment Period in substantially equal monthly installments of principal and interest at the rate disclosed in the Final Disclosure Statement, plus my monthly Brokerage Account Contribution. Any amounts that I voluntarily contribute to my Brokerage Account above my monthly Brokerage Account Contribution do not affect my monthly payment obligations.
- (c) Amounts Owing at the End of the Repayment Period - Since interest accrues daily upon the unpaid principal balance of my Loan, if I make payments after my payment due dates, I may owe additional interest. If I have not made payments on time, I will also owe additional amounts for late charges.
- (d) Payments – Except as otherwise required by law, payments will be applied first to late charges, other fees and charges, accrued interest, delinquent unpaid principal amounts, delinquent Brokerage Account Contributions, and the remainder will be divided equally and applied in equal part to a regularly scheduled principal payment and to a regularly scheduled Brokerage Account Contribution. A payment will not incur a late charge (1) solely because an earlier maturing installment is not paid in full or (2) in connection with an earlier maturing installment the portion of my payment to be allocated to the Brokerage Account was not paid in full.

- (i) **Overpayments** — Except as otherwise required by law, payments will be applied first to late charges, other fees and charges, accrued interest, delinquent unpaid principal amounts, delinquent Brokerage Account Contributions, and the remainder will be divided equally and applied in equal part toward the next amounts scheduled to be paid toward principal and as a contribution toward the Brokerage Account. Once equal division and application of payment has fully satisfied either (a) the next scheduled amount to be paid toward principal or (b) the next scheduled amount to be paid toward contributions to the Brokerage Account, the remainder of the payment will be fully applied toward the remaining component until the payment has fully satisfied the next scheduled amount of the remaining component. If any amount remains after paying all amounts scheduled for the next payment (e.g. scheduled principal, and scheduled contribution to the Brokerage Account), and remaining funds will be applied in the same manner to the following scheduled payment. Notwithstanding the standard payment application, the Borrower may elect to apply the payment toward principal instead if instructions are provided in a manner allowed by Upside according to Upside policies.
- (ii) **Partial Payments** — Except as otherwise required by law, payments will be applied first to late charges, other fees and charges, accrued interest, delinquent unpaid principal amounts, delinquent Brokerage Account Contributions, and the remainder will be divided equally and applied in equal part toward the next amounts scheduled to be paid toward principal and as a contribution toward the Brokerage Account. Once equal division and application of payment has fully satisfied either (a) the next scheduled amount to be paid toward principal or (b) the next scheduled amount to be paid toward contributions to the Brokerage Account, the remainder of the payment will be fully applied toward the remaining component until the payment has fully satisfied the next scheduled amount of the remaining component. If the payment amount is not sufficient to fully pay the next scheduled principal amount and the next scheduled contribution to the Brokerage Account, the funds will be applied equally to each component (scheduled principal, and scheduled contribution to Brokerage Account) until either the payment is exhausted or one of the components has been paid in full. If funds remain after one of the components has been paid in full, the remaining funds will be applied to the unpaid component until the funds are exhausted. For example, consider a scenario where \$125 of a payment remains after paying all late charges, other fees and charges, accrued interest, delinquent unpaid principal amounts, delinquent Brokerage Account Contributions, and the next scheduled principal amount is \$100 and the next scheduled contribution toward the Brokerage Account is \$50. In this case, \$100 of the \$125 will be divided equally and applied in equal part toward scheduled principal (\$50 applied) and toward scheduled contribution to the Brokerage Account (\$50 applied). Since the scheduled contribution to the Brokerage Account is now fully paid, the remaining \$25 will be entirely applied toward the remainder of the scheduled principal amount (\$25 applied). In total \$75 has been paid toward the scheduled principal amount of \$100, and as a result, \$25 remains to be paid before the scheduled principal amount will be fully paid.
- (e) **Other Charges** – Subject to applicable law, if any part of a monthly payment remains unpaid for a period of more than fifteen (15) days after the payment due date, I will pay a late charge of 4% of the unpaid amount of the payment due or **\$10**, whichever is less. I will also pay a returned payment fee of \$5.00 for each payment on this Note returned for any reason unless prohibited by applicable law.

7. LOAN DEFERMENT

- (a) Grace Deferment Period: I can request a Deferment of principal and interest payments and my Brokerage Account Contributions under this Note for up to a maximum of six (6) consecutive months after I graduate from an approved school. I can request a Deferment any time after the first Disbursement Date and continuing up to six (6) months from the Disbursement Date. The length of the Grace Deferment Period will depend upon the date I graduated. For example, if I request a Deferment of my Loan on the date that I graduate, the Grace Deferment Period will be the maximum period of six (6) months from graduation date. If I request a Deferment of my Loan two (2) months after the date that I graduate, the Grace Deferment Period will be four (4) months. During the Grace Deferment Period, I may make, but I am not required to make, principal and/or interest payments and Brokerage Account Contributions. I understand that interest will continue to accrue on my Loan during the Grace Deferment Period and that you will add any interest that I do not pay during the Grace Deferment Period to the principal balance of my Loan as described in the Capitalization paragraph. I understand if I am granted a Grace Deferment Period, I will have higher monthly payments at the end of the Grace Deferment Period since my monthly payment amount will be recalculated, to the amount necessary to amortize the unpaid principal balance (including Capitalized Interest) over the number of months remaining in the Repayment Period in substantially equal monthly installments of principal and interest at the rate disclosed in the Final Disclosure Statement plus my Brokerage Account Contributions. After the Grace Deferment Period expires, I will resume or begin making monthly payments of principal and interest, and Brokerage Account Contributions.
- (b) Academic Deferment Period: I understand you do not currently allow an Academic Deferment Period of any length of time. If you update your policies in the future to allow for an Academic Deferment Period, I can request a Deferment of principal and interest payments and Brokerage Account Contributions under this Note for up to a maximum permitted number of months if I enroll in an accredited higher education program at an approved school during the Repayment Period as at least a half-time student. I can request an academic Deferment any time after the first Disbursement Date. If I receive an academic Deferment, payments on my Loan will be deferred for twelve (12) consecutive months and, after expiration of the twelve (12)-month deferment period, I may request additional academic Deferments for up to twelve (12) consecutive months each until the total equals the maximum permitted number of months and the Academic Deferment Period is exhausted. Since the total Academic Deferment Period will be reduced by any Grace Deferment Period that I have used (and I will no longer be eligible for an academic Deferment if I am no longer enrolled in an accredited higher education program on at least a half-time basis), my academic Deferment may be granted in less than a twelve (12)-month increment. During the Academic Deferment Period, I may make, but I am not required to make, principal and/or interest payments or Brokerage Account Contributions. I understand that interest will continue to accrue on my Loan during the Academic Deferment Period and that you will add any interest that I do not pay during the Academic Deferment Period to the principal balance as described in the Capitalization paragraph I understand that any such Academic Deferment Period will result in higher monthly payments at the end of the Academic Deferment Period since my monthly payment amount will be recalculated to the amount necessary to amortize the unpaid principal balance (including Capitalized Interest) over the number of months remaining in the Repayment Period in substantially equal monthly installments of principal and interest at the rate disclosed in the Final Disclosure Statement plus my Brokerage Account Contributions. After the Academic Deferment Period expires, I will resume making monthly payments of principal and interest and Brokerage Account Contributions.
- (c) I understand that if I receive a Deferment, my payments will be larger than they would be if I did not request and receive a Deferment and you will add any interest that I do not pay during any Loan Deferment Period to the principal balance as described in the Capitalization paragraph.

8. SECURITY AGREEMENT

- (a) Security Interest - To secure payment and performance of my obligations under this Note, I grant you a security interest in the Brokerage Account and, if applicable, the Bank Account. I authorize you to file any documents and take other actions reasonably necessary to ensure that your security interest is and remains properly attached and perfected. I agree to provide reasonable cooperation related to the proper attachment and perfection of the security interest by signing documents or taking any other action you may request from time to time, including but not limited to executing appropriate Securities Account Control Agreements and Deposit Account Control Agreements, if applicable. I acknowledge that under this Security Agreement I must maintain the Brokerage Account and must not withdraw funds from the Brokerage Account except as expressly permitted under the applicable Securities Account Control Agreement. I also acknowledge that if required by you I must maintain the Bank Account and comply with the Deposit Access Control Agreement, if any.

9. RIGHT TO PREPAY

I have the right to prepay all or any part of my Loan at any time without penalty. Subject to applicable law, any overpayment (sometimes called a partial prepayment) will be applied as described in the Overpayment section, above, unless otherwise elected by me. Overpayments applied as described in the Overpayment section above may cause one or more future payments to be satisfied early, in which case I will not be obligated to make any additional payments until the due date of the scheduled payment immediately following the latest future payment that has been satisfied. Alternatively, I may elect to change how a partial prepayment is applied, including whether the partial prepayment is applied to the next scheduled payment, to principal, to the Brokerage Account, or in part to principal and in part to the brokerage account by making my election on the Upside Loans mobile app, or by contacting you in another manner you permit.

10. FORBEARANCE

- (a) If I am unable to repay my Loan in accordance with the terms established under this Note, I may request that you modify these terms. I understand that such modification would be at your sole discretion. I understand that I will remain responsible for all interest accruing during any period of Forbearance and that you will add any interest that I do not pay during any Forbearance Period to the principal balance as described in the Capitalization paragraph. I understand that if I receive a Forbearance, my payments may be larger than they would be if I did not request and receive a Forbearance and you will add any interest that I do not pay during any Forbearance Period to the principal balance as described in the Capitalization paragraph.

11. DEFAULT AND REMEDIES

- (a) Except as provided below and to the extent permitted by applicable law, I will be in default under the terms of this Note (subject to any applicable law which may give me a right to cure my default) if: (1) I have more than 1 full payment past due (including amounts owed to you or my Brokerage Account Contribution) and this amount remains unpaid for more than 14 days after its due date, or I fail to pay my first or last payment within 40 days after such payment is due, (2) I break any of my other promises in this Note and the prospect of payment, performance, or realization of collateral is significantly impaired, including but not limited to, failing to maintain the Brokerage Account or withdrawing funds from the Brokerage Account except as authorized under the Securities Account Control Agreement or failing to maintain the Bank Account or withdrawing funds from the Bank Account except as authorized under the Deposit Access Control Agreement, if any, (3) any bankruptcy proceeding is begun by or against me, or I assign any of my assets for the benefit of my creditors, and (4) I make any false statement in applying for this Loan or at any

time thereafter that materially impairs my ability to pay the amounts owed; **If I live in Colorado or Maine I will be in default if I fail to make a payment when due.** If I live in Idaho, Kansas, Nebraska, or South Carolina, I will be in default if I fail to make a payment when due or the prospect of my payment or performance is significantly or materially impaired. If I live in Iowa, I will be in default if I fail to make a payment within 10 days of its due date or if the prospect of my payment or performance is significantly or materially impaired. If I live in West Virginia, I will be in default if I fail to make a payment within 5 days of its due date or if I otherwise fail to perform pursuant to this Note.

- (b) If I default you have the right to give me notice that the whole outstanding principal balance, accrued interest, and all other amounts payable to you under the terms of this Note, are due and payable at once but if I live in Virginia no sooner than 10 days after the payment due date and if I live in the District of Columbia no sooner than 30 days after the payment due date. You also have the right to cancel any disbursements not yet made. If I default, I will be required to pay interest on this Loan accruing after default, and make Brokerage Account Contributions, as permitted by applicable law. The interest rate after default will be subject to adjustment, as provided in subsection (d) of the Default and Remedies section. If I default, you may also, at your option, add all accrued and unpaid interest to the principal balance of my Loan upon such default.
- (c) If I default you will have the right to apply funds from the Brokerage Account to the outstanding principal balance, accrued interest, and all other amounts payable to you under the terms of this Note, subject to any notice or cure periods required by applicable law.
- (d) If I default and I do not make sufficient total payments to bring my Loan current within 180 days, you are authorized to increase the fixed annual interest rate to a rate of _____ % per year. As permitted by applicable law, if I default, you are authorized to charge interest on the outstanding balance of principal, accrued interest, and all other amounts payable to you under the terms of this Note.
- (e) Subject to applicable law, if you refer this Note for collection to another party, I agree to pay you your costs of collection. I also agree to pay you reasonable attorneys' fees for attorneys who are not your salaried employees, as well as any court costs you incur in enforcing this Note, including in any appeals or bankruptcy proceedings, to the extent permitted by applicable law.

12. PRIVACY, CREDIT REPORTING, AND IDENTITY THEFT

- (a) **You may report information about my account or this Note to other creditors, other financial institutions and credit bureaus. Late payments, missed payments or other defaults under this Note may be reflected in my credit report.**
- (b) I must update the information on my Application whenever you ask me to do so.
- (c) I authorize you from time to time to request and receive from others credit related information about me (and about my spouse if I live in a community property state).
- (d) I may refer to your Privacy Policy for an explanation of how you gather and share my information.
- (e) If I believe that you have furnished any inaccurate information about my performance under this Note to a consumer reporting agency, or if I believe that I have been the victim of identity theft in connection with this Note, I can write to you at the Notice Address, Attn: Credit Report. My letter shall include: (1) my name and the date of this Note; (2) the specific information that is being disputed; (3) an explanation of the basis for the dispute; and (4) any documentation I have in support of my dispute. If I believe that I have been the victim of identity theft, I will submit an identity theft affidavit or identity theft report.

13. TRUTHFULNESS OF INFORMATION; AGE

I represent that every statement made to you in seeking credit is true, complete, and correct and that I have reached the age of majority in my state of residence.

14. TELEPHONE RECORDING

I understand and agree that you may monitor and/or record any of my phone conversations with any of your representatives for training, quality control, evidentiary and any other purposes. However, you are not under any obligation to monitor, record, retain or reproduce such recordings, unless required by applicable law.

15. GOVERNING LAW; ENFORCEABILITY

Except as otherwise set forth in the Arbitration Provision, this Note and all related disputes are governed by the laws of the United States and the state where the Borrower resides at the time this Loan is made. Except as provided in the Arbitration Provision below, if any provision of this Note is determined to be void or unenforceable under any applicable law, rule or regulation, all other provisions of this Note will remain valid and enforceable. Your failure to exercise any of your rights under this Note will not be deemed to waive your rights to exercise such rights in the future. This Note is a final expression of the agreement between you and us and it may not be contradicted by evidence of any alleged oral agreement. The terms of this Note may not be changed except in a writing signed by me and you. No change shall release any party from liability unless otherwise expressly stated in writing. All of your rights are cumulative.

16. ADDITIONAL AGREEMENTS

- (a) To the extent permitted by applicable law, 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. You may delay, fail to exercise, or waive any of your rights on any occasion without losing your entitlement to exercise the right at any future time, or on any future occasion. You will not be obligated to make any demand upon me, send me any notice, present this Note to me for payment or make protest of non-payment to me before suing to collect on this Note if I am in default, and to the extent permitted by applicable law, I hereby waive any right I might otherwise have to require such actions. Without losing any of your rights under this Note, you may accept late payments or partial payments. **I WILL NOT SEND YOU PARTIAL PAYMENTS MARKED "PAID IN FULL," "WITHOUT RECOURSE" OR WITH OTHER SIMILAR LANGUAGE UNLESS THOSE PAYMENTS ARE MARKED FOR SPECIAL HANDLING AND SENT TO ATTENTION: ZUNTAFI, PO BOX 4500 ABERDEEN, SD 57402-4500 OR TO SUCH OTHER ADDRESS AS I MAY BE GIVEN IN THE FUTURE.**
- (b) I may not assign this Note or any of its benefits or obligations. You may assign this Note at any time.
- (c) Waiver by Lender. You waive (give up) any right to claim a security interest in any property other than the Brokerage Account (as described in Security Agreement Section) to secure this Note. This does not affect any right you have to offset any money we owe you against money you owe us.
- (d) Dischargeability: I understand that my Loan may be subject to the limitations on dischargeability in bankruptcy established by Section 523(a)(8) of the U.S. Bankruptcy Code.
- (e) The proceeds of this Loan will be used only to pay off the balance(s) of the education loans selected for consolidation in the Application. The Cosigner, if any, will not receive any of the Loan proceeds.
- (f) I understand that the amount of my Loan, if approved, will be the sum of the balance(s) of my outstanding eligible loan(s) selected for consolidation. My outstanding balance on each loan to be consolidated includes unpaid principal, unpaid accrued interest, late charges, and returned payment fees as certified by each holder. Collection costs may also be included. If the amount you advance to the holder(s) of the selected loan(s) to be consolidated exceeds the amount needed to pay off the balance(s) of the selected loan(s), I understand that the holder will refund the excess to you for application against the outstanding

balance of this Loan. If my Loan amount exceeds the total balance of the loans selected for consolidation, I agree that you will apply that excess to my outstanding Loan balance. If the amount that you advance to the holder(s) is less than the amount needed to pay off the balance(s) of the loan(s) selected for consolidation, I agree to pay the remaining balance to the respective creditor. I also understand that I will continue to be responsible for the repayment of any education loans not selected for consolidation.

- (g) I understand that you will contact me in order to obtain the correct payoff balances on the loans that I wish to consolidate. If your attempts to contact me are unsuccessful, and I have not withdrawn my Application, I authorize you, at your sole discretion, to complete the processing of my Application, if you wish to do so, using information about my loan balances to be consolidated that you obtain from a consumer credit reporting agency.
- (h) I authorize you to contact the holder(s) identified on my Application to determine the eligibility and/or payoff amount for the loan(s) I identified. I further authorize the release to you or your agent of any information required to consolidate the education loan(s) listed in the Application. I am responsible for determining that all loans selected for consolidation are eligible loans and for the accuracy of payoff amounts. I certify that there are no claims or defenses that I have, or are known to me, with respect to the loans to be consolidated. To the best of my knowledge, information and belief the loans to be consolidated are valid, binding and payable according to their respective terms. I hereby waive, and agree not to assert, any claim or defense with respect to the loans to be consolidated as against you or any assignee.
- (i) I authorize you and your agents to verify my social security number with the Social Security Administration (SSA) and, if the number on my loan record is incorrect, then I authorize SSA to disclose my correct social security number to these parties.
- (j) I agree that if I make payments due on my Loans through an automatic debit from my checking or savings account, you will reduce my Interest Rate by 0.25 percentage points. I also agree that, if the Borrower cancels the automatic debits, or any payment that I make or authorize is returned or declined due to insufficient funds in my account, or if the Borrower enters a Loan Deferment Period or Forbearance Period or is in default, you will increase my Interest Rate by 0.25 percentage points if my Interest Rate has been reduced by 0.25 percentage points.
- (k) I authorize my lender, subsequent holder, or their agents to: (1) respond to inquiries from prior or past, subsequent lenders or holders with respect to this Note and related documents, (2) release information and make inquiries to the persons I have listed in my Loan Application as references, for the purposes of learning my current address and telephone number, (3) verify my credit and employment history and (4) release information concerning this Application, including any credit decision made with respect to this Application. I also authorize my creditors and my current or future employers to answer questions about their credit experience or work history with me.
- (l) You and I agree that if a law which applies to this loan and which sets maximum limits on interest, fees, charges, or costs is finally interpreted so that the interest, fees, charges, or costs collected or to be collected in connection with this loan exceed permitted limits, then: (a) any such interest, fees, charges, or costs shall be reduced by the amount necessary to comply with the permitted limits; and (b) any sums already collected from me which exceed permitted limits will be refunded to me. You may choose to make this refund by reducing the amounts I owe under this Note.

17. BANKRUPTCY

Any communication with you required or permitted under the Federal Bankruptcy Code must be in writing, must include my name and the date of this Note and must be sent to you at the Notice Address, Attn: Bankruptcy. I promise that I am not in bankruptcy, have no current intent to file in bankruptcy and have not consulted an attorney regarding a possible bankruptcy filing within the past six (6) months.

18. JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY LAW, YOU AND I 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 MODIFY THE ARBITRATION PROVISION, IF APPLICABLE. THIS JURY TRIAL WAIVER DOES NOT APPLY TO YOU IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A COVERED BORROWER PROTECTED BY THE MILITARY LENDING ACT.

19. DEATH OR DISABILITY

Unless otherwise provided by applicable law, I understand that this Loan does not have to be repaid in the event of the Borrower's death, except as provided herein, but this Loan may have to be repaid in full notwithstanding the Borrower's disability. If the Borrower dies, then following your receipt of acceptable proof of the Borrower's death, (a) the unpaid indebtedness will automatically become due, (b) the amounts in the Brokerage Account will be applied to that unpaid indebtedness, and (c) this Note and any remaining amount due on this Loan will be automatically canceled. My estate will not be liable for any remaining amount due. If the Borrower becomes totally and permanently disabled, this Note and my unpaid indebtedness on this Loan will not be automatically canceled. Instead, I must apply for a discharge of my loan, in accordance with the policies and procedures adopted by you from time to time, by submitting the required application form that you will make available and such supporting documentation as you may reasonably require. You will then determine whether I qualify for a discharge under your policies and procedures. I understand that as a condition to granting me a discharge, you may require that funds from the Brokerage Account be applied to my unpaid indebtedness.

20. NOTICES

- (a) I will send written notice to you, or any subsequent holder of this Note, within ten (10) days after any change in my name, address or enrollment status.
- (b) Any notice required to be given to me by you will be effective when mailed by first class mail to the latest address you have for me. Unless required by applicable law, you need not give a separate notice to the Cosigner, if any.

21. CERTIFICATION OF BORROWER AND COSIGNER

I declare under penalty of perjury under the laws of the United States of America that the following is true and correct. I certify that the information contained in my Application and Note is true, complete and correct to the best of my knowledge and belief and is made in good faith. I certify that the proceeds of this Loan will be used for the consolidation of educational loans identified in the Application, and that the loans being consolidated are qualified education loans as defined in the Internal Revenue Code. I understand that I am responsible for repaying immediately any funds that I receive which were not to be used or which are not used for educational purposes for the academic period.

22. ARBITRATION PROVISION

This Arbitration Provision ("Provision") is in question and answer form to make it easier to understand; however, this Provision is part of this Note and is legally binding unless you opt out or are a Covered Borrower protected by the Military Lending Act.

Background and Scope.

Question	Short Answer	Further Detail
What is arbitration?	An alternative to court	In arbitration, a neutral third-party arbitrator ("Arbitrator") resolves Disputes in an informal hearing on an individual basis.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a court lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can I opt-out of this Provision?	Yes, within 60 days	If I do not want this Provision to apply, I must send you a signed notice within 60 calendar days after I sign this Note. I must send the notice in writing (and not electronically) to the Notice Address, Attn: Legal Department. Provide my name, address and account number. State that I "opt out" of the Provision. Opting out will not affect the other provisions of this Note. If I opt out, it will apply only to this Note.
What is this Provision about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless I opt out, you and I agree that you or I may elect to arbitrate individually or require individual arbitration of any "Dispute" as defined below.
Who does the Provision cover?	You, me and certain "Related Parties"	This Provision governs you and me, my heirs and your agents. It also covers certain "Related Parties": (1) the parents, subsidiaries and affiliates of you or any other Related Party; (2) the employees, directors, officers, shareholders, members and representatives of you or any Related Party; (4) the successors and assigns of you or any Related Party; (5) any third party providing any services in connection with the origination, servicing and collection of this Note; and (6) any person or company that is involved in a Dispute I pursue at the same time I pursue a related Dispute with you.

What Disputes does the Provision cover?	All Disputes (except certain Disputes about this Provision)	<p>This Provision governs all "Disputes" that would usually be decided in court and are between you (or any Related Party) and me. In this Provision, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to my Loan (including without limitation my application, my account, past agreements, information I previously gave you, extensions, renewals, refinancings, payment plans, collections, privacy and customer information) or the relationships between you and me and/or "Related Parties" resulting therefrom. "Disputes" includes, but is not limited to, initial claims, counterclaims, cross-claims and third-party claims, and claims based on any constitution, statute, regulation, ordinance, common law rule (including rules relating to contracts, torts, negligence, fraud or other intentional wrongs) and equity. It includes claims that seek relief of any type, including damages and/or injunctive, declaratory or other equitable relief. It includes claims related to the validity in general of this Note. However, it does not include disputes about the validity, coverage or scope of this Provision or any part of this Provision. (This includes a Dispute about the rules against class arbitration and against an Arbitrator issuing relief to anyone except you, me and Related Parties.) All such disputes are for a court and not an Arbitrator to decide. But a Dispute about this Note as a whole is for an Arbitrator, not a court, to decide.</p>
Who handles the arbitration?	Usually AAA or JAMS	<p>Arbitrations are conducted under this Provision and the rules of the arbitration administrator in effect when the arbitration is started. The arbitration administrator will be either:</p> <ul style="list-style-type: none"> • The American Arbitration Association ("AAA"), 120 Broadway, 21st Floor, New York, NY 10271, www.adr.org. • JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com • Any other company picked by written agreement of the parties. <p>If all the above options are unavailable, a court with jurisdiction will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration or other representative arbitration under this Provision. The Arbitrator will be selected under the administrator's rules. However, the Arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and I otherwise agree.</p>

Can Disputes be litigated?	Sometimes	<p>Either party may bring a lawsuit if the other party does not demand arbitration. You and I will not demand arbitration of any lawsuit you or I bring as an individual action in small-claims court or an equivalent court, so long as the Dispute is pending only in that court; but if that action is transferred, removed or appealed to a different court, you or I can demand arbitration. <u>You or I may use lawful self-help or non-judicial remedies, such as set-off, repossession, sale of collateral or pre-judgment seizure, and</u> (iv) one party may bring an individual action in court to prevent another party from using a self-help or non-judicial remedy if that action does not involve a request for damages or monetary relief. Even if all parties have opted to litigate a Dispute in court, you or I may elect arbitration with respect to any Dispute made by a new party or any Dispute later asserted by a party in that or any related or unrelated lawsuit (including a Dispute 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 Provision.</p>
Are you and I giving up any rights?	Yes	<p>For Disputes that are arbitrated under this Provision, you and I give up our rights to:</p> <ol style="list-style-type: none"> 1. Have juries decide Disputes. 2. Have courts, other than small-claims courts, decide Disputes. 3. Serve as a private attorney general or in a representative capacity in court or in arbitration. 4. Over my or your objection, join a Dispute that you, I or Related Parties have with a dispute that others have. 5. Bring or be a class member in a class action in court or in a class arbitration. <p>The arbitrator shall have no authority to conduct any arbitration inconsistent with this section or to issue any relief that applies to any person or entity except you, me or Related Parties individually.</p>
Can I or another consumer start a class arbitration?	No	<p>The Arbitrator is <u>not</u> allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Provision must be decided in an individual arbitration or an individual small-claims action. I may not pursue any type of collective action or class action against us in arbitration.</p>

What happens if a part of this Provision cannot be enforced?	It depends	If any portion of this Provision cannot be enforced, the rest of the Provision will continue to apply, except that (A) this Provision (except for this sentence) will be void if a court rules that the Arbitrator can decide a Dispute on a class or other representative basis and the court's ruling is not reversed on appeal, and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in this Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim (and that determination becomes final after all appeals have been exhausted), the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.
What law applies?	The Federal Arbitration Act ("FAA")	This Note and my Loan and Brokerage Account involve interstate commerce. Thus, the FAA governs this Provision. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. The Arbitrator is authorized to award all remedies permitted by applicable substantive law in an individual case, including, without limitation, compensatory, statutory and punitive damages (subject to constitutional limits that would apply in court), declaratory, injunctive and other equitable relief, and attorneys' fees and costs. In the event of any conflict or inconsistency between this Provision and the administrator's rules or the Note, this Provision will govern.
<u>Will this Provision continue to govern?</u>	<u>Yes, unless otherwise agreed.</u>	<u>The Provision stays effective unless the parties sign an agreement stating it doesn't or I timely opt out by the process described above. The Provision governs if I cancel the Loan. It governs if I default, renew, prepay, or pay. It governs if my Loan is discharged through bankruptcy. The Provision remains effective, despite a transaction's termination, amendment, expiration, or performance.</u>

Process.		
What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	<u>I can try to resolve Disputes if I call you at 844-942-3104. If this doesn't resolve the Dispute,</u> before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If I am the complaining party, I must send the notice in writing (and not electronically) to Upside Financial 6600 Chase Oaks Blvd Suite 150, Plano TX 75094. I or an attorney I have personally hired must sign the notice and must provide the account number and a phone number where I (or my attorney) can be reached. A letter from you to me will serve as your written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Provision. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers, such as a motion to compel arbitration. Once an arbitration demand is made, no lawsuit can be brought and any existing lawsuit must stop unless a court rules otherwise.
Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing shall take place in a location that is reasonably near my residence or in another location agreed to by you and me.
What is the legal effect of an award	It binds the parties	The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the Arbitrator's award. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Provision.
What appeal rights do the parties have?	Very limited	Appeal rights under the FAA are very limited.

Arbitration Fees and Awards.		
Who bears arbitration fees?	Usually, you do.	You will pay all filing, administrative, hearing and Arbitrator fees if I act in good faith, cannot get a waiver of such fees and ask you to pay. You will always pay amounts required under applicable law or the administrator's rules or if payment is required to enforce this Provision.
When will you cover my legal fees and costs?	If I win	If I win an arbitration, you will pay the reasonable fees and costs for my lawyers, experts and witnesses. You will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Provision. The Arbitrator shall not limit his or her award of these amounts because my Dispute is for a small amount.
Will I ever owe you for arbitration or attorneys' fees?	Only for bad faith	The Arbitrator can require me to pay your fees if (and only if): (1) the Arbitrator finds that I have acted in bad faith (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Provision invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator within 14 days of the ruling. The Arbitrator will determine whether to grant such request.

23. DISCLOSURE NOTICES

Federal Notice: I understand that the following notice is required by Federal law.

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

MILITARY LENDING ACT

I understand that the following notices apply to certain members of the Armed Forces and their dependents who are considered to be "Covered Borrowers" under the Military Lending Act. If I would like more information about whether I am a Covered Borrower, I may call you at 844-942-3104.

STATEMENT OF THE MILITARY ANNUAL PERCENTAGE RATE (MAPR) FOR COVERED BORROWERS: Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: The costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any applicable fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

ORAL DISCLOSURES FOR COVERED BORROWERS: I understand that I can obtain this information and a clear description of my payment obligation orally before the first Disbursement Date by calling 844-942-3104.

State Notices: I understand that the following notices are or may be required by state laws and that these notices may not describe all of the rights that I have under state and Federal laws. Unless otherwise indicated, each notice applies or may apply to Borrowers and Cosigners who live in the indicated states on the dates that they signed the Application and Promissory Note and to Borrowers and Cosigners who are residents of that state. For purposes of the following notices, the word “you” refers to the Borrower and the Cosigner, if applicable, not the Lender.

CERTIFICATION REGARDING FEDERAL LOAN OPTIONS: If you consulted a school financial aid office in connection with obtaining this loan, then you certify that a school financial aid officer made all disclosures regarding all available financing options under Title IV of the Higher Education Act that are required by applicable law.

LOAN SALE NOTICE: Your loan may be sold. No sale will result in any change to the loan terms or in the loss of any advertised borrower benefits, which will continue subject to their original terms. However, loan terms and advertised borrower benefits may change if you refinance or consolidate your loans.

CALIFORNIA RESIDENTS: This loan is made pursuant to the California Finance Lenders Law, Division 9 (commencing with Section 22000) of the Financial Code. **FOR INFORMATION CONTACT THE DEPARTMENT OF BUSINESS OVERSIGHT, STATE OF CALIFORNIA.**

CALIFORNIA RESIDENTS: I acknowledge that no person has performed any act as broker in connection with the making of this loan.

CALIFORNIA AND UTAH RESIDENTS: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations.

ARIZONA RESIDENTS:

Repayment of principal and finance charges shall be in approximately equal periodic installments.

Notice: You may request that the initial disclosures prescribed in the truth in lending act (15 United States Code §§ 1601 through 1666j) be provided in Spanish before signing any loan documents.

Aviso: Puede solicitar que las divulgaciones iniciales prescritas en la Ley de Prestamos Auténticos (Código Estados Unidos 15, S, de 1601 hasta 1666j) sean provistas en Español antes de la firma de cualquier documento de préstamo.]

IOWA AND KANSAS RESIDENTS: 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. 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.

MARYLAND RESIDENTS: This Note is made under and governed by Subtitle 10, "Credit Grantor Closed End Credit Provisions" of Title 12 of the Maryland Commercial Law Article except as preempted by Federal law.

MISSOURI AND NEBRASKA 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 you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

NEVADA RESIDENTS: This is a loan for study.

NEW JERSEY RESIDENTS: The section headings of this Note are a table of contents and not contract terms. Portions of this Note with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Note, acts or practices (i) by you which are or may be permitted by "applicable law" are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by "applicable law" are permitted by New Jersey law.

NORTH DAKOTA RESIDENTS: NOTICE: MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

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.

TEXAS RESIDENTS: 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.

SOUTH DAKOTA RESIDENTS: You may refer any improprieties in the making of your loan or our loan practices to:

Division of Banking
South Dakota Department of Labor and Regulation
1601 N. Harrison Avenue, Suite 1
Pierre, SD 57501
Phone: 605.773.3421

VERMONT RESIDENTS: NOTICE TO COSIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS A LEGAL RIGHT TO COLLECT FROM YOU.

CALIFORNIA RESIDENTS:

NOTICE TO COSIGNER (Traducción en Inglés Se Requiere Por La Ley)

You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility. You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of *your* credit record. This notice is not the contract that makes you liable for the debt.

AVISO PARA EL FIADOR (Spanish Translation Required By Law)

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

Si la persona que ha pedido el préstamo no paga la deuda, es posible que usted tenga que pagar la suma total de la deuda, mas los cargos por tardarse en el pago o el costo de cobranza, lo cual aumenta el total de esta suma.

El acreedor (financiero) puede cobrarle a usted sin, primeramente, tratar de cobrarle al deudor. Los mismos metodos de cobranza que pueden usarse contra el deudor, podran usarse contra usted, tales como presentar una demanda en corte, quitar parte de su sueldo, etc. Si alguna vez no se cumpla con la obligación de pagar esta deuda, se puede incluir esa información en la historia de credito de usted.

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

Borrower

Signature:

Name:

Date:

Cosigner (if applicable)

Signature:

Name:

Date:

SECURITIES ACCOUNT CONTROL AGREEMENT – 3rd PARTY

BROKERAGE CUSTODY

This Securities Account Control Agreement (“Agreement”) is entered into by and among, as applicable, Pershing Advisor Solutions LLC, a Delaware limited liability company, located at One Pershing Plaza, 4th Floor, Jersey City, New Jersey 07399, a registered broker-dealer with the United States Securities and Exchange Commission (“SEC”) and a member firm of the Financial Industry Regulatory Authority (“FINRA”) (“Broker”), _____ (the “Customer”), Pershing LLC (“Pershing”), as applicable, and _____ (the “Lender”) and is effective as of the date executed by Broker and Pershing.

W I T N E S S E T H:

WHEREAS, Broker and Pershing have entered into a fully-disclosed clearing agreement pursuant to Rule 4311 of FINRA (the “Clearing Agreement”) under which Broker introduces brokerage accounts that have been established at Broker to Pershing (the “Customer Accounts”) and Pershing provides receiving, delivering, cashiering, execution, clearance, settlement and custody services for the Customer Accounts;

WHEREAS, the Customer has executed a Customer Account agreement with Broker in regard to the Customer Accounts (the “Customer Agreement”);

WHEREAS, Broker has established the Customer Account(s) under account number(s) _____;

WHEREAS, the Customer has executed a Pledge (the “Credit Agreement”) pursuant to which the Customer intends to grant to the Lender a security interest under applicable law and regulations in the Customer Account(s) (the “Security Interest”);

WHEREAS, the Customer and the Lender wish to induce Broker and Pershing to recognize the Security Interest so that the Lender may perfect the Security Interest, and Broker and Pershing are willing

to recognize the Security Interest in consideration of the Customer and the Lender entering into this Agreement and of the receipt of an indemnification from each of the Customer and the Lender in favor of Broker and Pershing.

NOW THEREFORE, in exchange for good, valuable and adequate consideration, the mutual receipt and sufficiency of which is hereby irrevocably presumed, Broker, Pershing, the Customer and the Lender (who may collectively be referred to as the “Parties”) agree as follows:

1. The Customer and the Lender hereby instruct Broker and Pershing that all of the Customer’s rights, title and interest in the Customer Account(s) and all of the Customer’s Security Entitlements with respect to the Customer Account(s), as such term is defined in Article 8-102 of the Uniform Commercial Code as adopted in New York as of the date of this Agreement and as modified or amended from time to time (the “UCC”), together with all investments, funds, securities, instruments and other property therein and all profits, interest, dividends, income, distributions and cash and non-cash proceeds thereof (collectively referred to as the “Collateral”) are to be held in the Customer Account(s), treated as a financial asset under Article 8 of the UCC and subject to a security interest in favor of the Lender (except as otherwise provided herein).
2. The Customer represents and warrants to Broker and Pershing that the only assets that will be held in the Customer Account(s), and the only assets that will constitute the Collateral will be cash and/or securities that would be immediately available for acquisition by a broker-dealer in the United States on behalf of a customer in the ordinary course of its business or that they are of a class of securities duly registered with the SEC under the federal securities laws and regulations hereunder, that they are of a class of securities that are publicly traded in the United States or that they are equity and/or fixed income securities and/or shares of investment companies or exchange traded funds.
3. The Customer and Broker represent and warrant that the Customer Account(s) to be established is not, nor will it become during the term of the Credit Agreement a margin account or an account that provides check writing and/or debit privileges, nor will it be an account from which withdrawals may

be made except withdrawals made in accordance with this Agreement, and that the Broker and the Customer further represent and warrant that they have no intention of (i) acquiring any position for or in the Customer Account(s) that may only be held in a margin account or (ii) undertaking any transaction requiring Broker and/or Pershing to extend margin credit.

4. The Broker, Pershing, the Customer and the Lender agree that no charges shall be debited to the Customer Account(s) except those levied by Broker and/or Pershing pursuant to the Clearing Agreement and/or the Customer Agreement and/or this Agreement, including commissions, advisory fees, transaction fees, account fees and any fees charged for providing services (including fees due to Broker's affiliates and subsidiaries) under this Agreement and those other charges listed in Schedule A to the Clearing Agreement. The Customer and the Lender hereby grant to Broker and Pershing a superior security interest in the Customer Account(s) and the Collateral so as to enable Broker and Pershing to clear and settle any obligations arising from, *inter alia*, the purchase and sale of securities in the Customer Account(s) (the "Broker / Pershing Security Interest").
5. The Customer and the Lender acknowledge that neither Broker nor Pershing is party to the Credit Agreement, and each of the Customer and the Lender understands and agrees that neither Broker nor Pershing has any knowledge of the contents of the Credit Agreement and that neither Broker nor Pershing is in any way bound by the Credit Agreement.
6. The Customer and the Lender agree that the Customer Account(s) shall be carried on the books of Broker and Pershing as an account pledged to the Lender as secured party for the Customer.
7. By their execution hereof, both Broker and Pershing acknowledge that the Collateral now or hereafter contained in the Customer Account(s) pursuant to the terms of this Agreement shall be subject to the Broker / Pershing Security Interest described at Section 4 above, and subject to a security interest in favor of the Lender (the "Lender's Security Interest"). The Customer and the Lender acknowledge and agree that neither Broker nor Pershing is responsible for determining the validity of the Credit

Agreement, of the Lender's Security Interest, of any pledge of the Collateral by the Customer and/or by the Lender, or of any instructions originated by the Lender.

8. Broker and Pershing hereby each represents and warrants for itself that:

- (i) Except for the Broker / Pershing Security Interest and as otherwise provided in this Agreement, neither Broker nor Pershing has received or granted a security interest in the Customer Account(s) with respect to any investment property ("Investment Property") as that term is defined in Article 9-102 of the UCC, and will not do so while this Agreement is in effect;
- (ii) Neither Broker nor Pershing will lend securities, make margin loans, or take similar action with respect to any Investment Property represented in the Customer Account(s) while this Agreement is in effect;
- (iii) Neither Broker nor Pershing has entered into any other agreements pursuant to which any person other than the Customer or the Lender have been given authority to issue instructions with respect to the Customer Account(s) or any Investment Property therein, and will not do so while this Agreement is in effect; and
- (iv) The Customer Account(s) does not, nor will it at any time, contain any newly issued securities (for which Broker and/or Pershing acted as both a broker and dealer) that are subject to the financing restrictions in Section 11(d) of the Securities Exchange Act of 1934; notwithstanding the foregoing, Pershing only makes this representation and warranty in this Section 8(iv) with respect to newly issued securities for which it acted as both a broker and dealer.

9. Should any instructions be given to Broker or Pershing to transfer out of the Customer Account(s) any securities position and/or to transfer, withdraw, disburse or liquidate any principal cash balance and/or cash not representing the receipt of cash income, a cash dividend or a cash interest payment and such instructions are given to Broker or Pershing other than for the purpose of clearing or settlement of a trade in the Customer Account(s) or in accordance with Section 4 above, then such instruction shall be effective only if it is made by a written instrument served upon Broker and Pershing in accordance with this Agreement (a “Withdrawal Instruction”).
10. For the purposes of this Agreement, a “Notice to Broker / Pershing” shall mean a written notification from an authorized signer of the Lender as designated in **Exhibit A** (“Authorized Signers”) to both Broker and Pershing and delivered in accordance with Section 19 of this Agreement, that the Lender has become entitled to and does in fact direct Broker and Pershing to cease complying with any and all instructions from the Customer in regard to the Customer Account(s) and the Collateral and that the Lender intends to exercise its rights under this Agreement and the Credit Agreement, including the right to sell, collect, transfer or otherwise control the Customer Account(s) and the Collateral contained therein. Neither Broker nor Pershing shall have any duty or obligation whatsoever of any kind or character to determine the validity, propriety, regularity of form or content of any Notice to Broker / Pershing.
11. The “Effective Date” of a Notice to Broker / Pershing shall be the beginning of the second (2nd) Business Day (as defined below) after the day that each of an officer of Broker and an officer of Pershing has actually received the Notice to Broker / Pershing; provided that either Pershing or Broker may, at their individual option, act on the Notice to Broker / Pershing at any time after actual receipt by Pershing or Broker of the Notice to Broker / Pershing (even if before the beginning of the second (2nd) Business Day after Pershing or Broker has actual receipt of the Notice to Broker /

Pershing as provided above). A “Business Day” shall be any day that the NYSE is open for the conduct of trading business.

12. Withdrawal Instructions:

- (i) Before the Effective Date of a Notice to Broker / Pershing, Broker / Pershing will require that any Withdrawal Instruction be executed by the Customer and approved by the Lender before they act thereon;
- (ii) Upon and after the Effective Date of the Notice to Broker / Pershing, Broker / Pershing will require that any Withdrawal Instruction be executed by the Lender exclusively before they act thereon.

13. Each of the Customer and the Lender acknowledges and agrees that prior to the Effective Date of a Notice to Broker / Pershing, Broker and Pershing may comply with the following instructions received from the Customer without further consent from the Lender:

- (i) instructions to buy, sell or to otherwise trade securities in the Customer Account(s) (“Trading Instructions”);
- (ii) instructions to disburse cash income, cash dividends and cash interest posted to the Customer Account(s) with respect to property in the Customer Account(s) but not to non-cash income or dividends; and
- (iii) instructions to debit the Customer Account pursuant to Section 4 hereto.

Each of the Customer and the Lender acknowledges and agrees that prior to the Effective Date of a Notice to Broker / Pershing, Broker and Pershing shall be entitled to rely upon all instructions received from the Customer and that neither Broker nor Pershing has any duty or obligation

whatsoever of any kind or character to determine the validity, propriety, regularity of form or content of any instructions from the Customer.

14. After the Effective Date of a Notice to Broker / Pershing, the Customer and the Lender each acknowledge and agree that Broker and Pershing will cease complying with any and all Trading Instructions or other instructions concerning the Customer Account(s) from the Customer and will comply with Trading Instructions and all other instructions from the Lender, without further consent of the Customer.
15. Each of the Customer and the Lender acknowledges and agrees that neither Broker nor Pershing shall have any responsibility for: (i) any diminution or loss of value of the Collateral attributable to a decline in market value of the Collateral; and (ii) the investment decisions that may be made by the Customer or the Lender.
16. Each of the Customer and the Lender acknowledges and agrees that if Broker or Pershing receives a levy or other instruction from a governmental, judicial or regulatory body including, but not limited to any self-regulatory organization, to transfer out any or all securities positions from the Customer Account(s) or to withdraw or disburse principal or, cash or any combination thereof, from the Customer Account(s), then Pershing or Broker may comply with such order, without prior notice to or authorization from the Customer or the Lender but will provide notice of receipt of such levy or other instruction to the Customer within three (3) Business Days of receipt of the levy or other instruction, unless prohibited by law from providing such notice to the Customer; notwithstanding the foregoing, it is acknowledged and agreed that Pershing's notification obligations under this Section 16 shall be on a best-efforts basis.
17. Indemnification:
 - A. Each of the Customer and the Lender hereby indemnifies and holds harmless Broker and Pershing and their affiliates, directors, officers, employees, and agents from and against any and all claims,

actions, costs, liabilities, lawsuits, demands or damages, including, without limitation, any and all court costs and reasonable attorneys' fees, arising out of or relating to:

- (i) Broker's or Pershing's acting on any Notice to Broker / Pershing;
- (ii) Any refusal or failure of the Customer or the Lender to comply with the terms and conditions of this Agreement, the Credit Agreement or any other agreement or understanding by or among the Customer, the Lender, or their respective agents;
- (iii) Representations or instructions made to either Broker or Pershing, whether by the Customer, the Lender or their respective agents, directors, officers, or employees; and
- (iv) Any act or omission of the Customer or the Lender with respect to the Collateral or the Customer Account(s), including, without limitation, withdrawal of all or a portion of the Collateral or revocation or modification of any trading authority the Lender may grant the Customer with respect to the Customer Account(s).

B. Broker and Pershing hereby indemnify and hold harmless the Lender and its affiliates, directors, officers, employees, and agents from and against any and all claims, actions, costs, liabilities, lawsuits, demands or damages, including, without limitation, any and all court costs and reasonable attorneys' fees, arising out of or relating to any refusal or failure of Broker or Pershing to comply with the terms and conditions of this Agreement.

For the avoidance of doubt, the indemnifications set forth in this Section 17 are made by the Lender and the Customer solely with respect to their own actions, omissions and representations, and not the actions, omissions and representations of the other.

18. This Agreement shall remain in full force and effect until receipt by Broker and Pershing of written notification by the Lender that the Lender is terminating this Agreement, provided, however, that Broker or Pershing may terminate this Agreement by sending at least thirty (30) days' advance

written notice thereof to the Customer and the Lender. In such an event, the Customer will be required to pay any outstanding balance, including any accrued and unpaid interest, to the Lender in accordance with the terms of the Credit Agreement. The provisions relating to Broker's and Pershing's rights under Section 4 above and the provisions relating to indemnification contained in Section 17 above shall survive any termination of this Agreement.

19. Any notice to Broker or notice to Pershing, including a Notice to Broker / Pershing, shall be effective on its Effective Date. All other notices under this Agreement shall be effective when actually received. Any notices or other communications which may be required under this Agreement are to be sent or given to the Parties at the following addresses or such other addresses as may be subsequently given to the other Parties in writing:

CUSTOMER

Phone : (____)_____
E-mail: _____

LENDER

Phone : (____)_____
E-mail: _____

BROKER

Pershing Advisor Solutions LLC
One Pershing Plaza
Jersey City, NJ 07399
Attn: Karen Novak, Managing Director
E-mail: pas@pershing.com

PERSHING

Pershing LLC

300 Colonial Center Parkway, Suite 400

Lake Mary, FL 32746

Attn: Corporate Executive Services

Phone: (877) 778-7248

Fax: (201) 413-4564

Broker and/or Pershing will provide to the Customer and Lender, whether by internet access or otherwise, a copy of all period and transaction statements concerning the Customer Account(s).

20. The Customer and the Lender acknowledge that this Agreement supplements the existing agreement(s) with Broker and/or Pershing including but not limited to the Clearing Agreement and the Customer Agreement and in no way is this Agreement intended to abridge any rights that Broker and/or Pershing might otherwise have with respect to the Customer under the terms of the Clearing Agreement and the Customer Agreement, except as expressly provided herein. This Agreement may not be changed orally, but only by an agreement in writing and signed by all of the Parties.
21. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective Parties hereto and shall be governed by, and construed in accordance with, the laws of the State of New York as in effect as of the date of this Agreement and as modified or amended from time to time but such construction shall be without regard to conflicts of law principles.
22. This Agreement shall not be considered to create a joint venture or partnership between any of the Parties hereto. No party to this Agreement may utilize the name of any other party in any way without the other party's prior written consent.
23. If any provision of this Agreement shall be held to be invalid or unenforceable by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be

affected thereby and this Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

24. This Agreement is between the Parties and is not intended to confer any benefits on third parties.

25. This Agreement may be executed in any number of counterparts, each of which shall be an original or a copy, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by e-mailed PDF or any electronic means that reproduces an image of the actual executed signature page shall be effective as delivery of a manually executed counterpart of this Agreement. Electronic Signatures shall have the same legal effect, validity or enforceability as a manually executed signature or physical delivery thereof, to the extent and as provided for in any applicable law. For purposes hereof, "Electronic Signature" means an electronic process attached to, or associated with, a contract or other record and adopted by a person with the intent to sign, authenticate or accept such contract or record, any such process as acceptable to the Lender.

CUSTOMER:

By: _____

Name: _____

Date: _____

LENDER:

By: _____

Name: _____

Title: _____

Date: _____

BROKER: Pershing Advisor Solutions LLC

By: _____

Name: _____

Title: _____

Date: _____

PERSHING LLC

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
LENDER DESIGNATED SIGNERS
(on Lender's Letterhead, please provide at time of execution of
Securities Account Control Agreement)