

PROMISSORY NOTE

THE BORROWER PROMISES TO REPAY THE LOAN AMOUNT TO THE LENDER ON THE TERMS AND CONDITIONS SET FORTH IN THIS PROMISSORY NOTE.

OhioMeansJobs Loan Program

BORROWER INFORMATION			
Last Name:		First Name:	
Middle Initial:		Suffix:	(choose)
Social Security Number:		Date of Birth:	
Permanent Street Address:			
City:		State:	
		Zip Code:	
Home Phone:	() -	Cell Phone:	() -
Work Phone:	() -	Email Address:	
Employer:			
Employer Address:			
Rate of Pay:	\$	Per:	[week, month, or year]
Length of Employment:		Title:	

LOAN TERMS	
Loan Amount:	\$
Interest Rate:	%
Loan Term:	7 years
Loan Repayment Period:	6 1/2 years 78 equal monthly payments
Repayment Begins on Date:	(the 25th day of the first month following the end of the Grace Period) <i>[Note: if no Grace Period, will occur on the 25th day of the first month following withdrawal or after student no longer resides in Ohio]</i>
Maturity Date:	(the last day of the month which is the 84 th month after the completion of the course) <i>[Note, if no Grace Period, will occur on the last day of the month which is the 78th month after withdrawal or student no longer resides in Ohio]</i>
Lender:	Treasurer of the State of Ohio, as agent for the Ohio Department of Higher Education, on behalf of the State of Ohio
Educational Institution:	(also referred to as School)
Course Name:	
Course Dates:	
Set-Up Fee:	\$48.50 (one-time fee due with the first loan payment)
Monthly Servicing Fee	\$6.90/month servicing fee (starts on the 25th day of the month following the Grace Period, if any)

REFERENCES		
	REFERENCE #1	REFERENCE #2
Name:		
Address:		
City, State, Zip Code:		
Email Address:		

Area Code/Phone Number:		
Relationship to Borrower:		

PROMISE TO PAY:

I promise to pay to the order of the Lender all loan amounts disbursed under the terms of this Promissory Note, plus interest and other charges and fees that may become due as provided in this Promissory Note. I understand that by accepting any disbursements issued at any time under this Promissory Note, I agree to repay the loans. I understand that, within certain time frames, I may cancel or reduce the amount of any loan by refusing to accept or by returning all or a portion of any disbursement that is issued. If I do not make any payment on the loan made under this Promissory Note when it is due, I will also pay reasonable collection costs, including but not limited to attorneys’ fees, court costs, late fees and other fees. I am entitled to an exact copy of this Promissory Note. **My signature certifies that I have read, understand, and agree to the terms and conditions of this Promissory Note, including the Borrower Certifications and Authorizations (below), and have carefully reviewed the default provisions and consequences set out in Section O hereof (Default – Whole Loan Due). Defaulted Loans will be referred to the Ohio Attorney General for collection.**

A. BORROWER CERTIFICATIONS AND AUTHORIZATIONS: I, the above named Borrower, by signing this Promissory Note, certify to each of the following:

1. The information I have provided on this Promissory Note, and as updated by me from time to time, is true, complete, and correct as best available.
2. I will immediately cause to be repaid any loan proceeds that are not used for Qualified OhioMeansJobs Approved Program Expenses or otherwise cannot be attributed to expenses for the approved educational workforce training program in which I am enrolled.
3. I do not now owe an overpayment on a Federal Pell Grant, Supplemental Educational Opportunity Grant, or a Leveraging Educational Assistance Partnership Grant (formerly State Student Incentive Grant); or, if I owe an overpayment, I have made repayment arrangements with the holder to repay the amount owed. I am not now in default on any loan received under the Federal Perkins Loan Program (including NDSL loans), the Federal Direct Loan Program, or the Federal Family Education Loan Program (“FFELP” as defined in the Borrower’s Rights and Responsibilities Statement); or, if I am in default on a loan, I have made satisfactory arrangements with the holder of the defaulted loan.
4. I authorize my School to certify my eligibility for loans under the OhioMeansJobs Loan Program and pursuant to this Promissory Note.
5. I authorize my School to transfer loan proceeds received from the Lender to my student account.
6. I authorize my School to pay to the Lender any refund that may be due up to the full amount of the loan(s).
7. I authorize the Lender, or their agents, to investigate my credit record and report information concerning my loan status to persons and organizations permitted by law to receive such information.
8. I authorize the release of information pertinent to my loans to my School, the Lender, the Ohio Department of Higher Education, and each of their respective agents.

B. DEFINITIONS:

1. **“Deferment Period”** is the period of a loan made under this Promissory Note which will equal up to 180 days during which you will not be required to make any monthly payments of Principal or interest. The Deferment Period will begin on the date approved by the Lender and expire on the 180th day thereafter. If you have more than one loan with us, you consent and agree that we may extend the Deferment Period for any of your loans to expire at the end of the longest

Deferment Period for any of your loans. Interest will accrue during the Deferment Period. You may request from the Lender a Deferment Period under this Promissory Note unless you have either (a) failed to complete the workforce training program; or (b) moved outside of the State of Ohio.

2. **“Final Disclosure”** is a Truth-in Lending document that we will provide to you as required by federal law.
3. **“Grace Period”** is that time period during your enrollment in the Program and continues until the earlier of (a) the date on which the Borrower withdraws from or ceases to participate in the Program, (b) the last day of the sixth (6th) calendar month following your completion of the Program; or (c) the date the Borrower ceases to reside in Ohio. During the Grace Period, no principal payments are due and no interest accrues. The Grace Period automatically ends on the date the Borrower withdraws from or ceases to participate in the Program, the date which the Borrower ceases to reside in Ohio, or the last day of the sixth calendar month following your completion of the course work in the Program.
4. **“Lender”** is the Treasurer of the State of Ohio, as agent for the Ohio Department of Higher Education, on behalf of the State of Ohio
5. **“Parties”** means those persons who are named in this Promissory Note. The words “we,” “our,” and “us” mean Lender and its agents, successors and assigns. The words “Borrower,” “you,” and “your” refer to the Student. The “Student” is the borrower under this Promissory Note and who is a student whose education the loan is used to finance. When this loan is made, the Student (as Borrower) will be liable for the full amount of the loan, plus interest and other charges. The Student will be bound by any communication we have with the Student. The “School” is an eligible institution of higher education, identified during the application process, that we approve and that the Student attends or will attend.
6. **“Payment Due Date”** is the date repayment begins (as set forth on the first page of this Promissory Note) and the 25th day of each month thereafter.
7. **“Principal”** is the amount disbursed to you or on your behalf to pay for Qualified OhioMeansJobs Approved Program Expenses.
8. **“Program”** is the specific educational workforce training or retraining program in which the Student is enrolled, which has been approved for loan financing by the Ohio Department of Higher Education.
9. **“Promissory Note”** is this Promissory Note, which is evidence of an education loan to the Student.
10. **“Qualified OhioMeansJobs Approved Program Expenses”** are the costs of attending an eligible educational institution, as may be more specifically defined by the Board of Regents from time to time.
11. **“Repayment Period”** is the period during which you are required to make monthly payments under this Promissory Note. The monthly payments include Principal, accrued interest and fees. The Repayment Period will begin on the 25th day of the first month after the Grace Period ends. The Repayment Period will be as identified on the first page of this Promissory Note, unless the Borrower either (a) withdraws from or ceases to participate in the Program, or (b) ceases to reside in Ohio, in which case the Repayment Period will begin on the 25th day of the first month following the earlier of said (a) or (b). If you have more than one loan with the Lender, you consent and agree that: (1) we may extend the Repayment Period for any of your loans to expire at the end of the longest Repayment Period for any of your loans; and (2) we may send you a single statement with a single minimum payment amount that will fully amortize your loans over the adjusted Repayment Period. The length of the Repayment Period is subject to limitations on the period of repayment under applicable law.

C. CONSUMER CREDIT REPORTS:

We do not require a consumer credit report to evaluate your application. However, we reserve the right to request your consumer credit report from one or more consumer credit reporting agencies at any time before you repay your loan in full. If we ask, we will tell you if we requested a consumer credit report and give you the name and address of the consumer credit reporting agency that provided it. We may report information about your loan to consumer credit reporting agencies, such as late payments, missed payments, or other defaults on your loan that may reflect in your consumer credit report. If you believe we have reported inaccurate information about your loan to a consumer credit reporting agency, or if you believe you have been the victim of identity theft in connection with this loan, write to us at 919 Old Henderson Road, Columbus, Ohio 43220, or another customer service address that we may provide to you on a letter or statement. In your letter: (1) provide your name and the loan number; (2) identify the specific information that you are disputing; (3) explain the basis for the dispute; and (4) provide any supporting documentation that substantiates the basis for your dispute.

D. PRIVACY:

Our Privacy Policy includes a summary of the personal information we collect, when we may share it with others, how we safeguard the confidentiality and security of information, and the steps you may take to limit our sharing of such information with others. Our personnel may listen to or record phone calls between you and our representatives without notice to you as permitted by law. For example, we listen to calls for quality monitoring purposes. By providing your phone numbers, you agree that we, our affiliates and agents have permission to call you at these numbers. If you provide a cell phone number, you agree that we may contact you using an automatic dialer, including prerecorded messages, and/or text messages, even if your cell phone provider may charge you for calls and/or texts according to your current plan. You also agree that we may contact you by email, using any email address you have provided to us, or that you provide to us in the future. We may request relevant information about you from the School, and you authorize the School to release information to us about your loan.

E. HOW YOU AGREE TO THE TERMS OF THIS LOAN:

With respect to each disbursement of loan proceeds, you agree to all the terms of this Promissory Note when you consummate the loan by either: (1) endorsing a check that disburses such proceeds; or (2) using the proceeds or allowing your School to use the proceeds on your behalf without objection within 30 days of the disbursement. You are bound to the terms in this Promissory Note when the loan is applied by your School for the purpose of paying for the Qualified OhioMeansJobs Approved Program Expenses attributed to you and your participation in the approved educational workforce training program in which you are enrolled.

F. DISBURSEMENT OF LOAN PROCEEDS:

We will decide how to disburse the loan proceeds. We can disburse loan proceeds by: (1) making one or more checks payable jointly to you and to the School; (2) making one or more checks payable to only the School; or (3) electronically transmitting funds to the School. You authorize the School to apply the proceeds to your student account at the School and to return to us as a partial prepayment of a loan made under this Promissory Note any portion of the proceeds that exceeds the amount necessary to pay your cost of attendance, less other financial aid, as calculated by the School.

G. INTEREST:

You agree to pay interest on the Principal loan amount from the first day of the Repayment Period (as defined herein) until the Principal balance is paid in full.

1. **Interest Calculated Daily:** We will calculate interest on a daily basis on the outstanding Principal balance until the loan balance is paid in full. The daily interest rate is equal to the annual interest rate in effect on that day, divided by the number of days in that calendar year. Because we calculate interest daily, the amount of interest you pay will vary based on the number of days between your previous payment and your current payment.

2. **Interest Rate Calculation:** The fixed interest rate is identified on the first page of this Promissory Note. Because your loan has a fixed interest rate, it will not increase or decrease over the life of your loan.
3. **Interest After Maturity and Judgment:** Unless prohibited by applicable law, interest calculated as described in this Promissory Note will continue to accrue on the unpaid balance until it is paid in full, even after maturity (whether by acceleration or otherwise) and/or judgment, if a judgment is entered against you for the amount due.

H. FEES:

You agree to pay the following fees on this Promissory Note, at the times indicated below, which fees are in addition to your repayment of the Principal and interest accrued under this Promissory Note:

1. **Origination Fee:** An Origination Fee of \$48.50 will be due with your first loan payment.
2. **Monthly Servicing Fee:** A Monthly Servicing Fee of \$6.90 will be charged to your account each month during the Repayment Period.
3. **Late Fee:** A late fee may be assessed upon an Event of Default hereunder, as determined by the Ohio Attorney General.
4. **Returned Check Fee:** \$3.00

I. REPAYMENT TERMS:

1. **Repayment Period:** You are required to make payments during the Repayment Period in consecutive, monthly installments until you pay the Principal, interest, fees, and all other charges owed under this Promissory Note. The Repayment Period starts the 25th day of the first month following the Grace Period, if any.
2. **Payment Due Dates:** Payments will be due monthly on the same day of each month as determined by us. The first payment in the Repayment Period will be due approximately 30 days, but not more than 45 days, after the start of the Repayment Period.
3. **Calculation of Initial Payment Amount:** At the start of the Repayment Period, we will calculate the payment amount necessary to amortize your outstanding loan balance at the interest rate (listed on the first page of this Note) in equal installments over the number of months in the Repayment Period. This scheduled monthly payment will not be more than \$152.71.
4. **Changes in Payment Amount:** The amount of the scheduled monthly payment may increase or decrease to amortize the new outstanding loan balance at the interest rate (listed on the first page of this Note) in equal monthly installments by the end of the Repayment Period. We will inform you in advance of any change in the scheduled monthly payment.
5. **Application of Payments:** Payments will be applied first to fees, then to accrued interest, and then to Principal. Under some circumstances, the payment amount may not cover the interest that accrues. In those cases, we will increase your interest amount due each month to equal the then accrued interest amount.
6. **Deferment Period:** If you are unable to repay your loan according to the terms of this Promissory Note, we may grant you a deferment of your monthly payments. If we grant you a deferment, interest and fees will continue to accrue, but you are not required to make payments. Any and all accrued and unpaid interest will be added to the principal balance of your loan at the end of the Deferment Period.
7. **Late Payment Charges / Amounts Owing at the End of the Repayment Period:** Because interest accrues daily on the outstanding principal loan balance, you may owe Principal, interest, and/or other charges at the end of the Repayment Period if you make payments after the payment due dates. In these cases, we will increase the amount of the last monthly payment by the amount necessary to repay the loan in full. If necessary, we will increase the number of payments subject to applicable laws.

J. YOUR RIGHT TO CANCEL:

You have the right to cancel your loan, without penalty, until midnight of the third business day following the date on which you receive the Final Disclosure. No funds may be disbursed until the three-business day period has expired. You must provide notice of cancelation to us at the address set forth in Paragraph S below. By signing this Promissory Note, you acknowledge receipt of the Final Disclosure document.

K. ADDITIONAL RIGHT TO CANCEL:

In addition to your right to cancel, if you or the School cancel all future loan disbursements and return all previously disbursed loan proceeds within 30 days of the disbursement from the Lender to the School, we will waive any and all interest charges and fees (if any) from the date of the disbursement of your loan from the Lender to the School. If a loan or an individual disbursement is canceled, you will have to reapply to obtain a new loan.

L. PREPAYMENT:

You may prepay, in full or in part, the amount owed on this Promissory Note at any time without penalty. If you prepay the loan in part, you agree to continue to make regularly scheduled payments until all amounts due under this Promissory Note are paid. If you have more than one loan outstanding, you may direct the amount of your prepayment to one or more particular loans. If you do not specify how to apply your prepayment, we will apply it to your loans in any order we determine.

M. RETURNED PAYMENT CHARGES:

In the event that you submit a repayment that is dishonored or otherwise rejected for insufficient funds, Lender may assess a fee for any returned repayment under this Promissory Note. You hereby acknowledge notice that such fees may be charged as described in paragraph H(4) hereof and on the Final Disclosure.

N. LATE PAYMENT CHARGES:

In the event that you submit a repayment after the due date and your loan is referred to the Ohio Attorney General for collections, the Ohio Attorney General may assess a late fee under this Promissory Note. In addition, because interest accrues daily on the outstanding principal loan balance, you may owe Principal, interest, and/or other charges (which are not fees) at the end of the Repayment Period if you make late payments.

O. EVENTS OF DEFAULT; ACCELERATION (WHOLE LOAN DUE):

In the event of a default of this Promissory Note, the entire outstanding balance on this Promissory Note will be due immediately at our option. This will happen without any prior notice to you or right to cure, except where required by law. A default on this Promissory Note is a default on every other note, loan, or agreement of yours with us. If you are in default and we file suit or take other action to collect this loan, you agree to pay the costs of the suit and the costs of collection (including the costs of outside collection agencies) and, if permitted by law, reasonable attorneys' fees. You will be in default for any of the following reasons:

1. If you do not make any payment before or on the date it is due, including if you miss one (1) monthly payment during the Repayment Period,;
2. If you default on any promise made in this Promissory Note or any other note, loan, or agreement with us;
3. If you have made any untrue statement or misrepresentation in this application or any other certificate or document given or made for this loan;
4. If in good faith we believe that the prospect of you paying this Promissory Note is impaired;
5. If you fail to provide, at our request, adequate verification of enrollment status;
6. If you fail to use the proceeds of the loan solely for your educational expenses;
7. If you become insolvent and/or cannot pay your debts as they become due;

8. If you file a bankruptcy petition or anyone files an involuntary bankruptcy petition against you; or
9. If you make an assignment for the benefit of creditors, or file for any insolvency, reorganization, arrangement, debt adjustment, receivership, trusteeship, liquidation, or other legal or equitable proceedings are instituted by or against you.

In the event of the Student's death or total and permanent disability, as reasonably determined by us, the loan may be eligible for cancellation, at our sole discretion. A loan cancellation will be reported to the Internal Revenue Service and may have income tax consequences.

P. GENERAL WAIVER PROVISIONS:

You have waived presentment for payment, demand, protest, notice of protest, dishonor, and all other notices or demands in connection with the delivery, acceptance, performance, default, or enforcement of this Promissory Note. We can accept late payments, partial payments, or checks and money orders marked "payment in full" or with any other restrictive endorsement without losing any of our rights under this Promissory Note.

Q. ASSIGNMENT:

You may not assign or otherwise transfer your rights under this Promissory Note to anyone else. We may sell, transfer, or assign this Promissory Note, and your rights and obligations under this Note will continue unchanged.

R. DELAY IN ENFORCEMENT:

We can delay enforcing any rights under this Promissory Note without losing any rights. Our failure to enforce any right under this Promissory Note will not act as a waiver of that right or preclude the exercise of that right in the event of a future occurrence of the same event. We can also extend or defer the time allowed for making payments at your request, and such extension will not affect your obligations, whether or not you are given notice of the extension.

S. NOTICES AND ADDRESSES:

1. You agree to notify us promptly, but in any event within fifteen (15) days, after any change in your name, address, or other contact information.
2. Any notice or communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your loan number, and must be sent to 919 Old Henderson Road, Columbus, Ohio 43220, or another customer service address that we provide to you on a letter or statement.
3. Prior to initiating, joining, or participating in any judicial proceeding, whether individually, as a class representative or participant or otherwise, regarding any case, controversy, dispute, tort, disagreement, lawsuit, or claim now or hereafter existing between you and us arising out of or in connection with your Promissory Note ("Claim"), the party asserting the Claim (the "Claimant") shall give the other party written notice of the Claim (a "Claim Notice") and a reasonable opportunity, not less than 30 days, to resolve the Claim. Any Claim Notice you send must include your name, address, phone number, and loan number. Any Claim Notice must explain the nature of the Claim and the relief that is demanded. You may only submit a Claim Notice on your own behalf and not on behalf of any other party. The Claimant must reasonably cooperate in providing any information about the Claim that the other party reasonably requests. This provision includes any Claims involving the School, the Ohio Department of Higher Education, the Ohio Treasurer, the loan administrator, and any of their parent corporations, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors, and employees of each of these entities. You will send any Claim Notice to us at 919 Old Henderson Road, Columbus, Ohio 43220 or another customer service address that we provide to you (**the "Claim**

Notice Address”). We will send any Claim Notice to you at your address in our records, or, if you are represented by counsel, to your attorney at your attorney’s office.

4. You will send any other type of notice to the address that we have most recently provided to you for that purpose.
5. Except as otherwise provided by applicable law, any notice that we are required to give to you will be effective when mailed by USPS First-Class Mail to your address in our records.

T. GOVERNING LAW:

This Promissory Note and any Claim or dispute arising out of this Promissory Note will be governed by applicable federal law and, to the extent state law applies, Ohio law, without regard to its conflict of law rules.

U. STATE LAW NOTICES:

1. **California Residents:** A married applicant may apply for a separate loan.
2. **Iowa and Kansas Residents:** NOTICE TO CONSUMER: (a) Do not sign this agreement before you read it; (b) You are entitled to a copy of this agreement; (c) You may prepay the unpaid balance at any time without penalty and may be entitled to receive a refund of unearned finance charges in accordance with law.
3. **Maryland Residents:** We elect Subtitle 10, Credit Grantor Closed-End Credit Provision to Title 12 of the Commercial Law Article of the Annotated Code of Maryland, to govern this Promissory Note, only to the extent not inconsistent with 12 U.S.C. § 1831d and related regulations and opinions.
4. **Missouri Residents:** Oral agreements or commitments to loan money, extend credit, or to forbear from enforcing repayment of a debt, including promises to extend or renew such debts, 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.
5. **New Hampshire Residents:** If we refer this Promissory Note to an attorney for collection, you agree to pay our reasonable attorneys’ fees. However, if you prevail in (a) any action, suit, or proceeding we bring; or (b) an action brought by you in connection with this Promissory Note; or if you successfully assert a partial defense or setoff, recoupment, or counterclaim to an action brought by us, the court may withhold from us the entire amount or such portion of the attorneys’ fees as the court considers equitable.
6. **New York, Rhode Island and Vermont Residents:** A consumer credit report may be ordered on you in connection with your application for credit. If you ask, we will tell you whether or not one was ordered and if one was, the name and address of the consumer credit reporting agency that provided it. Subsequent consumer credit reports may be requested or used in connection with an update, renewal, or extension of the credit applied for without further notice to you.
7. **Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that consumer credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
8. **Texas Residents:** You give up (waive) your common law rights to receive notice of intent to accelerate and notice of acceleration. This means that you give up the right to receive notice that we intend to demand that you pay all that you owe on this contract at once (accelerate) and notice that we have accelerated.

This written loan agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

9. **West Virginia Residents:** Any provision in this Promissory Note authorizing the holder of this Promissory Note to collect attorneys' fees in the event of a default are void if the party being sued for collection is a resident of the State of West Virginia.
10. **Wisconsin Residents:** If you are a married Wisconsin resident, your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement (e.g. premarital agreement), unilateral statement under §766.59 of the Wisconsin Statutes, or court decree under §766.70 of the Wisconsin Statutes, adversely affects our interest unless we, prior to the time that the loan is approved, are furnished with a copy of the marital property agreement, a statement, or a decree, or have actual knowledge of the adverse provision. If the loan for which you are applying is granted, you will notify us if you have a spouse who needs to receive notification that credit has been extended to you. Notwithstanding provisions to the contrary in Section O (EVENTS OF DEFAULT; ACCELERATION (WHOLE LOAN DUE)) of this Promissory Note, you will be in default hereunder only: (a) if the interval between scheduled payments is two months or less, and you permit to be outstanding an amount exceeding one full payment that has remained unpaid for more than 10 days after its scheduled due date or deferred due date, or you fail to pay the first payment or the last payment within 40 days of its scheduled due date or deferred due date; or (b) if the interval between scheduled payments is more than two months, and you permit to be outstanding all or any part of one scheduled payment that has remained unpaid for more than 60 days after its scheduled due date or deferred due date. You will also be in default if you fail to observe any other provision of this Promissory Note, the breach of which materially impairs your ability to pay the amounts due under this Promissory Note.
11. **Utah Residents:** As required by Utah law, you are hereby notified that a negative consumer credit report reflecting on your credit record may be submitted to a consumer credit reporting agency if you fail to fulfill the terms of your credit obligations.

V. CORRECTION OF ERRORS; AMENDMENTS:

1. Corrections: All parties to this Promissory Note agree to fully cooperate and adjust all typographical, computer, calculation, or clerical errors discovered in any or all of the loan documents, including this Promissory Note and the Final Disclosure.
2. Amendments: This Promissory Note shall not be amended or supplemented except in writing signed by you in the same manner as the original Promissory Note is signed and approved and acknowledged by us.

W. EFFECT OF PARTIAL INVALIDITY:

If any provisions of this Promissory Note are rendered or found to be invalid or unenforceable, those provisions shall be considered omitted from this Promissory Note without affecting the validity or enforceability of the remaining provisions of this Promissory Note.

X. OTHER IMPORTANT TERMS:

1. Signatures: This Promissory Note will be effective and enforceable when you sign this Promissory Note and deliver it to us. A facsimile, electronic, or scanned copy of your signature that you deliver to us by any means acceptable to us will be deemed an original. If you submit your Application electronically, clicking "E-sign" or its equivalent (such as "I accept" or "I approve") will be deemed as an original signature.
2. Certification: In addition to any certification Student makes in the Application, the Student certifies that all of the loan proceeds evidenced by this Promissory Note will be spent on Qualified OhioMeansJobs Approved Program Expenses pertaining to the approved Program at the School.
3. Bankruptcy: This Promissory Note may not be dischargeable in bankruptcy proceedings.

BORROWER'S SIGNATURE: _____

BORROWER'S PRINTED NAME: _____

TODAY'S DATE: _____
Month Day Year