

Federal Family Education Loan Program (FFELP)

Guarantor, Program, or Lender Identification

OMB No. 1845-0069
Form approved
Exp. date

Federal PLUS Loan
Application and Master Promissory Note (MPN)

REVISED HERA FINAL DRAFT
08/03/2007

WARNING: Any person who knowingly makes a false statement or misrepresentation on this form is subject to penalties that may include fines, imprisonment, or both, under the U.S. Criminal Code and 20 U.S.C. 1097.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW LOAN ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a loan account. What this means for you: Your name, address, date of birth, and other information collected in this form will be used to verify your identity. You may also be asked to provide your driver's license or other identifying documents.

Borrower Section

Print using a dark ink ballpoint pen or type. Read the instructions carefully.

CHECK ONE: I am a [ ] Graduate or Professional Student [ ] Parent of a Dependent Undergraduate Student

1. Last Name First Name MI 2. Social Security Number
3. Permanent Address (See instructions.) 4. Area Code/Telephone Number
City State Zip Code 5. Date of Birth (mm-dd-yyyy)

6. E-mail Address 7. Driver's License State and Number
State #

8. U.S. Citizenship Status (Check a or b, and if b is checked, list Registration Number.)
a. Citizen/National b. Permanent Resident/Other Eligible Non-Citizen If "b", Alien Registration Number

9. Lender Name City State Zip Code 10. Lender Code, if known

11. Employer Name, Address, City, State, Zip Code 12. Work Area Code/Telephone Number

13. References: You must provide two separate references with different U.S. addresses who do not live with you and who have known you for at least three years. If you are a parent borrower, do not list the student as a reference.
Name A. B.
Permanent Address
City, State, Zip Code
E-mail Address
Area Code/Telephone Number ( ) ( )
Relationship to Borrower

Student Information Section

Complete this section only if you are a parent borrowing for a dependent undergraduate student.

14. Last Name First Name MI 15. Social Security Number 16. Date of Birth (mm-dd-yyyy)

Borrower Request, Certifications, and Authorizations

Read carefully before signing below.

17. Requested Loan Amount: This is an MPN for one or more Federal PLUS Loans. I request a Federal PLUS Loan under this MPN in an amount not to exceed the annual cost of attendance minus other financial aid received for each academic year. For each loan, the school will notify me of the loan amount that I am eligible to borrow. I may cancel my loan or request a lower amount by contacting my lender or the school. Additional information about my right to cancel a loan or request a lower amount is included in the Borrower's Rights and Responsibilities Statement and disclosure statements that have been or will be provided to me. If I have an adverse credit history and obtain an endorser so that I may receive a PLUS Loan, only one loan may be made to me under this MPN.
18. Under penalty of perjury, I certify for any loan I receive under this MPN that:
A. The information I have provided on this MPN and as updated by me from time to time is true, complete, and correct to the best of my knowledge and belief and is made in good faith.
B. I am: (i) a graduate or professional student, (ii) the biological or adoptive parent of the dependent undergraduate student identified in the Student Information Section, or (iii) the spouse of a parent and my income and assets were reported on the Free Application for Federal Student Aid (FAFSA) or would be reported if a FAFSA were filed.
C. Loan proceeds will be used for authorized educational costs incurred by me or by the student identified above. I will immediately repay any loan proceeds that cannot be attributed to educational costs for attendance on at least a half-time basis at the school that certified my loan eligibility.
D. If I owe an overpayment on a Federal Perkins Loan, Federal Pell Grant, Federal Supplemental Educational Opportunity Grant, Academic Competitiveness Grant (ACG), National Science or Mathematics Access to Retain Talent (SMART) Grant, or Leveraging Educational Assistance Partnership Grant, I have made satisfactory arrangements with the holder to repay the amount owed.
E. If I am 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), I have made satisfactory arrangements with the holder to repay the amount owed.
F. If I have been convicted of, or pled nolo contendere (no contest) or guilty to, a crime involving fraud in obtaining funds under Title IV of the Higher Education Act (HEA) of 1965, as amended, I have completed the repayment of such funds to the U.S. Department of Education (the Department), or to the loan holder in the case of a Title IV federal student loan. If I am a parent applying for a Federal PLUS Loan for a dependent undergraduate student, and if that student has been convicted of, or pled nolo contendere or guilty to, a crime involving fraud in obtaining funds under Title IV of the HEA, as amended, the student has completed the repayment of such funds to the Department, or to the loan holder in the case of a Title IV federal student loan.
19. For all PLUS loans (as described in the additional MPN provisions and the Borrower's Rights and Responsibilities Statement) I receive under this MPN, I make the following authorizations:
A. I authorize the school to certify my eligibility for loans under this MPN.
B. I authorize the lender, the guarantor, 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.
C. I authorize the school to transfer loan proceeds received by electronic funds transfer (EFT) or master check to my account at the school (if I am the student) or to the student's account at the school (if I am a parent).
D. I authorize the school to pay to the lender any refund that may be due up to the full loan amount.
E. I may tell my lender that I want to pay the interest that accrues. However, in all cases, unless I pay the interest, my lender will add the unpaid interest that accrues during forbearance and deferment and other periods on each PLUS Loan made under this MPN to the principal balance of that loan (capitalization) as provided under the Act. Capitalization will increase the principal balance on my loan(s) and the total amount of interest costs I must pay.
F. I authorize the release of information pertinent to my loan(s): (i) by the school(s), the lender(s), and the guarantor(s), or their agents to the references on the applicable loan(s) and to members of my immediate family unless I submit written directions otherwise; and (ii) by and among the school(s), lender(s), guarantor(s), the Department, and their agents.
G. To verify information I provide and so that the loan(s) requested can be approved, I authorize the Department to send any information about me that is under its control, including information from the FAFSA, to the school, to the lender, and to state agencies and nonprofit organizations that administer financial aid programs under the FFELP. I understand that information reported on this MPN may be shared with the Department, and that the Department has the authority to verify that information with other federal agencies.
H. I authorize my lender to defer repayment of principal on my loan(s) based on my in-school status.

Promise to Pay In this MPN, "lender" refers to, and this MPN benefits, the original lender and its successors and assigns, including any subsequent holder of this MPN.

20. I promise to pay to the order of the lender all loan amounts disbursed (hereafter "loan" or "loans") under the terms of this MPN, plus interest and other charges and fees that may become due as provided in this MPN. I understand that, if I qualify, more than one loan may be made to me under this MPN for myself or for the student identified in the Student Information Section. I understand that by accepting any disbursement issued at any time under this MPN, I agree to repay the loan(s). 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. Unless I make interest payments, interest that accrues on my loan(s) during deferment, forbearance, and other periods may be added as provided under the Act to the principal balance of such loan(s). If I do not make any payment on any loan made under this MPN when it is due, I will also pay reasonable collection costs including, but not limited to, attorney fees, court costs, and other fees. I will not sign this MPN before reading the entire MPN, even if I am told not to read it, or told that I am not required to read it. I am entitled to a copy of this MPN and the Borrower's Rights and Responsibilities Statement. My signature certifies I have read, understand, and agree to the terms and conditions of this MPN, including the Borrower Request, Certifications, and Authorizations printed above, the Notice about Subsequent Loans Made under This MPN, and the Borrower's Rights and Responsibilities Statement.

I UNDERSTAND THAT I MAY RECEIVE ONE OR MORE LOANS UNDER THIS MPN AND THAT I MUST REPAY ALL LOANS THAT I RECEIVE UNDER THIS MPN.

21. Borrower Signature 22. Today's Date (mm-dd-yyyy)

Additional MPN provisions follow

# Federal PLUS Loan Application and Master Promissory Note (MPN) (continued)

## Governing Law

The terms of this MPN will be interpreted in accordance with the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), the U.S. Department of Education's (the Department's) regulations, as they may be amended in accordance with their effective date, and other applicable federal statutes and regulations (collectively referred to as the "Act"), and the guarantor's policies. Applicable state law, except as preempted by federal law, may provide for certain borrower rights, remedies, and defenses in addition to those stated in this MPN.

## Disclosure of Terms

Loans disbursed under this MPN are subject to the loan limits specified in the Act. Under this MPN, the principal amount that I owe and am required to repay, will be the sum of all disbursements issued (unless I reduce or cancel any disbursements as provided below).

My lender will determine whether to make any loan under this MPN after my eligibility is determined by the school. At or before the time of the first disbursement for each loan, a disclosure statement will be provided to me identifying the amount of the loan and additional terms of the loan. Important additional information is also disclosed in the Borrower's Rights and Responsibilities Statement accompanying this MPN. The Borrower's Rights and Responsibilities Statement and any disclosure statement I receive in connection with any loan under this MPN are hereby incorporated into this MPN. If the information in this MPN conflicts with information in the disclosure, the specific terms and information in the disclosure apply to my loan.

I may request additional loan funds for my or the student's educational costs. The school will determine my eligibility and notify the lender. I will be notified of any increase or other change in the amount of my loan(s).

I agree that the lender may sell or assign this MPN and/or my loan(s) and acknowledge that any loan may be assigned independently of any other loan to which this MPN applies. I agree that each loan is separately enforceable based on a true and exact copy of this MPN. I understand that my lender may use a servicer to handle billing and other communications related to my loan.

## Loan Cancellation

I may pay back all or a part of a disbursement within time frames set by the Act and explained in the Borrower's Rights and Responsibilities Statement or other disclosure I receive at or before disbursement. In such case, any origination fee and federal default fee will be reduced or eliminated in proportion to the amount of the disbursement returned. I will not incur interest charges if I return the full loan amount as provided in the Act.

## Interest

Unless my lender notifies me in writing of a lower rate(s), the rate(s) of interest for my loan(s) is that specified in the Act. Interest rate information is presented in the Borrower's Rights and Responsibilities Statement accompanying this MPN. The interest rate is presented in a disclosure that is issued to me.

Interest accrues on the unpaid principal balance of each loan from the date of disbursement by the lender until the entire principal balance is paid in full. This includes interest accruing during any period of deferment or forbearance. I agree to pay all interest charges on my loan(s).

I will begin paying interest upon disbursement of my loan. If I do not make required payments of interest before the beginning of principal repayment, or during a period of authorized deferment or forbearance, I agree that the lender may capitalize such interest to the extent permitted by the Act.

## Origination Fee and Federal Default Fee

An origination fee is charged and a federal default fee may be charged for each loan made under this MPN. The Act specifies the maximum amount of each fee and authorizes both fees to be deducted from my loan amount. The fee(s) I am charged, as identified in the disclosure statement, will be deducted proportionately from each disbursement of my loan(s). I understand the origination

and federal default fees may be refundable only to the extent permitted by the Act.

## Late Charges and Collection Costs

The lender may collect from me: (i) a late charge for each late installment payment if I do not make any part of a required installment payment within 15 days after the date it becomes due, and (ii) any other charges and fees that are permitted by the Act for the collection of my loan(s). If I default on any loan(s), I will pay reasonable collection fees and costs, plus court costs and attorney fees.

## Repayment

I must repay the full amount of the loan(s) made under this MPN and accrued interest. I will repay the principal of each loan in periodic installments during a repayment period that begins on the day of the final disbursement for that loan.

My lender must provide me with a choice of repayment plans consistent with the provisions of the Act. My repayment period for each loan generally lasts at least 5 years but may not exceed 10 years (except under an extended repayment plan). The maximum period for repaying a loan does not include periods of deferment or forbearance.

The lender will provide me with a repayment schedule that identifies my payment amounts and due dates. Except as otherwise provided in the Act, the minimum annual payment required on all my FFELP loans is \$600 or the amount of interest due and payable, whichever is larger. Payments submitted by me or on my behalf (exclusive of refunds) may be applied first to charges and collection costs that are due, then to accrued interest that has not been capitalized, and finally to the principal amount.

If I am unable to make my scheduled loan payments, the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan(s). Allowing me to temporarily delay or reduce loan payments is called forbearance. The lender may align payment due dates on my loans or grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled payments.

I may prepay all or any part of the unpaid balance on my loan(s) at any time without penalty. If I do not specify which loan(s) I am prepaying, the lender will determine how to apply the prepayment in accordance with the Act. Upon payment in full of each loan under this MPN, I agree to accept written notification of such loan payoff in place of receiving the original MPN.

## Acceleration and Default

At the option of the lender, the entire unpaid balance of a loan made under this MPN will become immediately due and payable if any one of the following events occurs regarding that loan: (i) I (or the student) do not enroll as at least a half-time student at the school that certified my loan eligibility, (ii) I do not use the proceeds of the loan solely for my or the student's educational costs, (iii) I make a false representation that results in my receiving a loan for which I am not eligible, or (iv) I default on the loan.

The following events will constitute a default on a loan: (i) I do not pay the entire unpaid balance of the applicable loan after the lender has exercised its option under items (i), (ii), or (iii) in the preceding paragraph; (ii) I do not make installment payments when due, provided my failure has persisted for at least 270 days for payments due monthly or 330 days for payments due less frequently than monthly; or (iii) I do not comply with other terms of the loan, and the lender or guarantor reasonably concludes I no longer intend to honor my repayment obligation. If I default, the guarantor may purchase my loan(s) and capitalize all outstanding interest into a new principal balance. The new principal balance and collection fees will become immediately due and payable.

If I default, the default will be reported to all national credit bureaus and will significantly and adversely affect my credit history. I understand that a default will have additional adverse consequences to me as disclosed in the Borrower's Rights and Responsibilities Statement. Following default, the loan may be subject to income-

contingent repayment (including potential collection of amounts in excess of the principal and interest) in accordance with the Act.

## Legal Notices

If a particular loan under this MPN is made by the school, or if the proceeds of a particular loan made under this MPN are used to pay tuition and charges at a for-profit school that refers loan applicants to the lender, or that is affiliated with the lender by common control, contract, or business arrangement, any lender holding such loan is subject to all claims and defenses that I could assert against the school with respect to such loan. My recovery under this provision will not exceed the amount I paid on such loan.

If I reside in the state in which the principal office of the guarantor is located, the guarantor may sue to enforce the applicable loan(s) in the county in which the guarantor's office is located. However, if I object to being sued there and I mail a written objection to the guarantor that is postmarked no later than 30 days after I am served with the suit, the guarantor will either have the court transfer the suit to the county in which I live or will dismiss the lawsuit.

Any notice required to be given to me will be effective if sent by first class mail to the latest address the lender has for me or by electronic means to an address that I have provided. I will immediately notify the lender of any change of address or status as specified in the Borrower's Rights and Responsibilities Statement. Failure by the lender to enforce or insist on compliance with any term of this MPN will not be a waiver of any right of the lender. No provision of this MPN may be modified or waived except in writing. If any provision of this MPN is determined to be unenforceable, the remaining provisions remain in force.

### Notice about Subsequent Loans Made under This MPN

This MPN authorizes the lender to disburse multiple loans to pay my or the student's educational costs during the multi-year term of this MPN. Such loans will be made only upon my request and upon the school's certification of my loan eligibility. Subsequent loans for me or on behalf of the student named on this MPN may be made for the same or subsequent periods of enrollment at schools designated by the Secretary of the U.S. Department of Education.

I understand that no subsequent loan(s) will be made under this MPN after the earliest of the following dates: (i) the date my lender receives my written notice that no further loans may be disbursed under the MPN; (ii) one year after the date of my signature on this MPN if no disbursement is made during such twelve-month period; or (iii) ten years after the date of my signature on this MPN; or the date the lender receives this MPN.

Any change to the Act applies to loans in accordance with the effective date of the change.

**Federal Family Education Loan Program (FFELP)**  
**Federal PLUS Loan Application and Master Promissory Note (MPN) Instructions and Notices**

Guarantor, Program, or Lender Identification

*This is an MPN under which you may receive multiple Federal PLUS Loans for either yourself or for the same dependent student over a maximum 10-year period. A Federal PLUS Loan is available to graduate or professional students or parents of dependent undergraduate students ("dependent" is defined in the Act and is different from the definition used by the Internal Revenue Service) attending participating postsecondary schools. In this MPN, if you are the parent of a dependent undergraduate student, all references to "student" mean the student identified in the Student Information Section. You are responsible for paying the principal amount of your loan(s) and all interest that accrues from the date of disbursement until the loan(s) is paid in full.*

*Your lender will perform a credit check with a national credit bureau before approving each loan. As required under federal law, if your lender determines you have an adverse credit history, you may not borrow a Federal PLUS Loan unless: 1) you provide information to your lender's satisfaction that there are extenuating circumstances related to the adverse credit, or 2) you obtain an endorser who does not have an adverse credit history. An endorser is someone who agrees to repay the loan if you fail to do so. The endorser may not be the student on whose behalf the loan is being made.*

*This form is to be completed by the graduate or professional student borrower or the parent borrower. Print using a dark ink ballpoint pen or type. Do not complete this form in pencil. If an item has been completed for you and it is incorrect, cross out the incorrect information and print the correct information. Enter dates as month-day-year (mm-dd-yyyy). Use only numbers. Example: June 24, 1982 = 06-24-1982. Incorrect, incomplete, or illegible information may cause your loan to be delayed.*

**Borrower Section**

Check the appropriate box to indicate whether you are a graduate or professional student borrower or a parent borrower **before** completing the Borrower Section.

**Item 1:** Enter or correct your last name, first name, and middle initial.

**Item 2:** Enter or correct your Social Security Number. Your loan(s) cannot be processed without a Social Security Number. **Read the Privacy Act and Financial Privacy Act Notices in these instructions before completing this item.**

**Item 3:** Enter your permanent address (number, street, apartment number) or rural route number and box number, then city, state, and zip code. If your mailing address is a post office box or general delivery, you must list both your mailing address and your street address or your rural route number and box number. If you do not have a permanent street address or rural route number and box number, provide the physical location of your residence. A temporary school address is not acceptable.

**Item 4:** Enter the area code and telephone number at which you can most easily be reached. (Do not list your work telephone number here.) If you do not have a telephone, enter N/A.

**Item 5:** Enter the date of your birth. Be careful not to enter the current year.

**Item 6:** Enter your preferred e-mail address for receiving communications. You are not required to provide this information. If you do, the lender or holder of your loan(s) may use your e-mail address to communicate with you. If you do not have an e-mail address or do not wish to provide it, enter N/A.

**Item 7:** Enter the two-letter abbreviation for the state that issued your driver's license followed by the driver's license number. If you do not have a driver's license, enter N/A.

**Item 8:** Indicate your U.S. citizenship status. Contact the school's financial aid office if you are unsure of your eligibility.

**Item a:** Check this box if you are a U.S. citizen or U.S. national. A U.S. citizen includes citizens of the 50 states, the District of Columbia, Puerto

Rico, the U.S. Virgin Islands, Guam, and the Northern Mariana Islands. A U.S. national includes all U.S. citizens and citizens of American Samoa and Swain's Island.

**Item b:** Check this box if you are a permanent resident/other eligible non-citizen. Write in your eight- or nine-digit Alien Registration Number. "Permanent Resident" means someone who can provide documentation of this status from the U.S. Citizenship and Immigration Services (USCIS). "Other Eligible Non-Citizen" includes individuals who can provide documentation from the USCIS that they are in the U.S. for a purpose that is not temporary, with the intention of becoming a citizen or permanent resident. This category includes refugees, persons granted asylum, Cuban-Haitian entrants, temporary residents under the Immigration Reform and Control Act of 1986, and others.

**NOTE:** If your citizenship status is not one of the categories described above, you are not eligible to receive a Federal PLUS Loan.

**Item 9:** Enter the name and address of the lender from which you wish to borrow. If you do not have a lender, contact the school's financial aid office, a bank or other financial institution, or the guarantor or program listed on this form for information on lenders willing to make Federal PLUS Loans.

**Item 10:** Enter the lender code, if known. Otherwise, leave this item blank.

**Item 11:** *It is important that the lender is able to reach you during the process of making your loan and during repayment.* Enter your employer's name and address (including number, street, suite number, city, state, and zip code). If you are self-employed, enter the name and address of your business. If you are not employed, enter N/A.

**Item 12:** Enter your work telephone number (or the number of your work cellular telephone or other wireless device). If you are self-employed, enter the telephone number of your business (or the number of your business cellular telephone or other wireless device). If you are not employed, enter N/A.

**Item 13:** Enter reference information for two adults with different addresses who do not live with you and who have known you for at least three years. References with addresses outside the U.S. are not acceptable. If you are a parent borrower, do not list the student as a reference. If a reference does not have a telephone number or e-mail address or does not wish to provide an e-mail address, enter N/A. If you provide an e-mail address for a reference, the lender or holder of your loan(s) may use it to communicate with the reference. All items must be completed or your loan will be delayed.

**Student Information Section**

**Complete this section only if you are a parent borrowing for a dependent undergraduate student.**

**Item 14:** Enter the student's last name, first name, and middle initial.

**Item 15:** Enter the student's Social Security Number.

**Item 16:** Enter the date of the student's birth. Be careful not to enter the current year.

**Borrower Request, Certifications, and Authorizations**

**Item 17:** Each time you request Federal PLUS Loan funds, the school will notify you of the amount of funds you are eligible to borrow. You may decline a loan or request a lower amount by contacting your lender or the school. You should apply only for what you will need to pay your or the student's educational costs each year. Additional information is included under "Loan Cancellation" in the Borrower's Rights and Responsibilities Statement.

**Items 18 and 19: Read these items carefully.**

**Promise to Pay**

**Item 20:** Read the entire MPN carefully. Then complete Items 21 and 22.

**Item 21:** Sign your legal name, including your first name, middle initial, and last name.

**Item 22:** Enter the date you are signing this MPN.

## Important Notices

### Privacy Act Notice

The Privacy Act of 1974 (5 U.S.C. 552a) requires that the following notice be provided to you:

The authority for collecting the requested information from and about you is §421 et seq. of the Higher Education Act (HEA) of 1965, as amended (20 U.S.C. 1071 et seq.) and the authorities for collecting and using your Social Security Number (SSN) are §§428B(f) and 484(a)(4) of the HEA (20 U.S.C. 1078-2(f) and 1091(a)(4)) and 31 U.S.C. 7701(b). Participating in the Federal Family Education Loan Program (FFELP) and giving us your SSN are voluntary, but you must provide the requested information, including your SSN, to participate.

The principal purposes for collecting the information on this form, including your SSN, are to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan (such as a deferment, forbearance, discharge, or forgiveness) under the FFELP, to permit the servicing of your loan(s), and, if it becomes necessary, to locate you and to collect and report on your loan(s) if your loan(s) becomes delinquent or in default. We also use your SSN as an account identifier and to permit you to access your account information electronically.

The information in your file may be disclosed, on a case-by-case basis or under a computer matching program, to third parties as authorized under routine uses in the appropriate systems of records notices. The routine uses of this information include, but are not limited to, its disclosure to federal, state, or local agencies, to private parties such as relatives, present and former employers, business and personal associates, to consumer reporting agencies, to financial and educational institutions, and to guaranty agencies in order to verify your identity, to determine your eligibility to receive a loan or a benefit on a loan, to permit the servicing or collection of your loan(s), to enforce the terms of the loan(s), to investigate possible fraud and to verify compliance with federal student

financial aid program regulations, or to locate you if you become delinquent in your loan payments or if you default. To provide default rate calculations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to state agencies. To provide financial aid history information, disclosures may be made to educational institutions. To assist program administrators with tracking refunds and cancellations, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal or state agencies. To provide a standardized method for educational institutions to efficiently submit student enrollment status, disclosures may be made to guaranty agencies or to financial and educational institutions. To counsel you in repayment efforts, disclosures may be made to guaranty agencies, to financial and educational institutions, or to federal, state, or local agencies.

In the event of litigation, we may send records to the Department of Justice, a court, adjudicative body, counsel, party, or witness if the disclosure is relevant and necessary to the litigation. If this information, either alone or with other information, indicates a potential violation of law, we may send it to the appropriate authority for action. We may send information to members of Congress if you ask them to help you with federal student aid questions. In circumstances involving employment complaints, grievances, or disciplinary actions, we may disclose relevant records to adjudicate or investigate the issues. If provided for by a collective bargaining agreement, we may disclose records to a labor organization recognized under 5 U.S.C. Chapter 71. Disclosures may be made to our contractors for the purpose of performing any programmatic function that requires disclosure of records. Before making any such disclosure, we will require the contractor to maintain Privacy Act safeguards. Disclosures may also be made to qualified researchers under Privacy Act safeguards.

### Financial Privacy Act Notice

Under the Right to Financial Privacy Act of 1978 (12 U.S.C. 3401-3421), the U.S. Department of Education will have access to financial records in your student loan file maintained by the lender in compliance with the administration of the Federal Family Education Loan Program.

### Paperwork Reduction Notice

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0069. The time required to complete this information is estimated to average 1.0 hours (60 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:**

U.S. Department of Education  
Washington, DC 20202-4700

**If you have any comments or concerns regarding the status of your individual submission of this form, contact the lender, guarantor, or program identified in the upper right-hand corner of this form.**

# Borrower's Rights and Responsibilities Statement

**Important Notice:** The Borrower's Rights and Responsibilities Statement provides additional information about the terms and conditions of loans you receive under the Federal PLUS Loan Application and Master Promissory Note (MPN). Please keep a copy of this statement because it applies to present and subsequent loans received under the MPN. You may contact your lender at any time for another copy of this statement.

The Federal Family Education Loan Program (FFELP) includes the following loans:

- Subsidized Federal Stafford Loan (formerly known as Guaranteed Student Loan [GSL]),
- Unsubsidized Federal Stafford Loan,
- Federal Insured Student Loan (FISL),
- Federal Supplemental Loans for Students (SLS), also known as ALAS,
- Federal PLUS Loan,
- Federal Consolidation Loan.

The FFELP is authorized by Title IV, Part B of the Higher Education Act of 1965, as amended.

**1. Governing Law** — Loans disbursed under this MPN are subject to the Higher Education Act of 1965, as amended (20 U.S.C. 1070 et seq.), and applicable U.S. Department of Education regulations (collectively referred to as the "Act").  
**NOTE: Any change to the Act applies to loans in accordance with the effective date of the change.**

**2. Use of this MPN** — I may receive more than one loan under this MPN over a period not to exceed 10 years. If I am a graduate or professional student, I may receive loans under this MPN for myself. If I am a parent, I may receive loans for the dependent student identified on the MPN. I may receive loans under this MPN from the original lender, or from a lender who assumes the right to offer loans under this MPN, even if I (or the student) change schools and even if the guaranty agency changes. I may request in writing that no further loans be disbursed under my MPN. If I wish to use a new lender, I must sign a new MPN. I must also sign a new MPN before receiving a new loan, if requested to do so by my lender.

**3. Maximum Program Loan Amounts** — I may borrow amounts under this MPN not to exceed the cost of attendance minus any financial aid that has been or will be awarded for the period of enrollment. The school determines the cost of attendance based on federal guidelines.

**4. Use of Loan Money** — I must use the loan money for authorized educational costs incurred by me or, if I am a parent borrower, by the student for attendance at the school that certified my eligibility for the time period shown on my disclosure statement. Authorized costs include the following:

- Tuition,
- Room,
- Board,
- School fees,
- Books,
- Supplies,
- Equipment,
- Dependent child care,
- Transportation,
- Commuting costs,
- Rental or purchase of a personal computer,
- Origination fee and federal default fee, and/or
- Other documented, authorized costs.

**5. Loan Fees** — I may be charged an origination fee and/or a federal default fee for each loan made under this MPN. Neither fee may exceed the rate specified in the Act. If I am charged these fees, they will be deducted proportionately from each disbursement.

**6. Disbursement of Loan Money** — My loan money will be disbursed to the school by electronic funds transfer (EFT), master check (one check covering multiple students), or individual check. If my loan money is disbursed by individual check, the check will be copayable to me and the school and sent to the school.

Generally, my loan money will be disbursed in multiple installments based on the academic terms at the school. If the school does not have academic terms, my loan money will generally be disbursed in at least two installments, one at the beginning and one at the midpoint of the enrollment period for the applicable loan.

If my loan money exceeds the amount owed to the school, the school will forward the remainder of my loan money to me. If I am a parent borrower, I may authorize the school to forward the remainder to the student.

If I (or the student) am enrolled in a foreign school, the loan money will be disbursed directly to the foreign school by a check made copayable to me and the foreign school.

**7. Change of Status** — I must notify my lender or any subsequent holder of my loan(s) if any of the following occurs:

- I change my address, telephone number, or e-mail address,
- I change my name (for example, maiden name to married name),
- I (or the student) fail to enroll at least half time for the loan period at the school that certified my eligibility for a PLUS Loan,
- I (or the student) withdraw from school or begin attending less than half time,
- I (or the student) transfer to another school,
- I (or the student) graduate, or the expected graduation date changes,
- I change my employer or my employer's address or telephone number changes, or
- I have any other change in status that would affect my loan status (for example, the loss of eligibility for an unemployment deferment by obtaining a job).

**8. Effect of Federal Loans on Other Student Aid** — Receipt of a Federal PLUS Loan may affect eligibility for other financial aid. Therefore, it may be beneficial to contact the school to determine eligibility for grants, work-study funds, subsidized loans, and other forms of student assistance before applying for a Federal PLUS Loan(s). A graduate or professional student must complete a Free Application for Federal Student Aid (FAFSA) and the school must determine the student's eligibility for the maximum annual amount of a Federal Stafford Loan (subsidized and unsubsidized) before the student applies for a Federal PLUS Loan.

**9. Interest Rates** — The interest rate on a Federal PLUS Loan is a fixed rate of 8.5 percent.

**10. Payment of Interest** — I am responsible for payment of all interest that accrues on the unpaid principal amount of my loan(s) from the date of disbursement until the loan(s) is paid in full.

Under certain circumstances, for example, during deferment, I will not be required to make principal payments, but interest on my Federal PLUS

Loan(s) will accrue. I may pay this interest as it accrues, or it may be capitalized (added to the principal of my loan(s)). If I inform my lender that I wish to pay interest as it accrues, but I do not submit the payments, my lender may capitalize that interest. If I inform my lender that I do not wish to pay interest as it accrues, my lender may capitalize that interest.

Capitalized interest increases the principal balance of my loan(s) and the total amount of interest I must pay.

Interest on my loan(s) may be capitalized to the extent permitted by the Act. Generally, capitalization may occur no more frequently than quarterly. (See the chart entitled, "Capitalization of Federal PLUS Loan Interest," for further information on capitalization.) The charts entitled, "Repaying Your Loans" allow me to estimate the cost of capitalization and the effect it will have on my monthly payments. If my loan amount is not shown on the charts, I understand I must add two or more amounts together to estimate more closely my monthly interest and my monthly payment.

I may be able to claim a federal income tax deduction for interest payments I make on my FFELP loans. For further information, I may refer to the IRS Publication 970, available at <http://www.irs.gov>.

**11. Loan Cancellation** — I understand that the terms of a full or partial loan cancellation depend on when I request the cancellation.

- At any time before my loan money is disbursed, I may decline all or part of my loan money by notifying my lender or the school. No origination fee, federal default fee, or interest will be charged on the loan amount that is declined.
- If the school receives the money by EFT or master check and credits it to my or the student's account, **I may cancel all or a part of that loan by informing the school within 14 days** after the date the school sends me a disbursement notice, or by the first day of the school's payment period, whichever is later. (The school can tell me the first day of the payment period.) If I cancel all or a portion of a loan as described in this paragraph, the school will return to my lender the cancelled amount of the loan money, and the loan fees will be reduced or eliminated in proportion to the amount returned.
- At any time within 120 days of disbursement, I may pay back all or a part of that loan. The loan fees will be reduced or eliminated in proportion to the amount returned.

**12. Repayment** — All of my loans made under this MPN must be repaid.

The repayment period for each loan made under this MPN begins on the date of the final disbursement for that loan. This means that each loan I receive under this MPN will start repayment on a different date. The first payment on each loan will be due within 60 days of the final disbursement of that loan. My lender will notify me of the date my first payment is due. My repayment schedule may include all of my FFELP loans that are owned by

the lender.

I must make payments on my loan(s) even if I do not receive a bill or repayment notice. Billing information is sent to me as a convenience, and I am obligated to make payments even if I do not receive any notice. My minimum annual payment required on all my FFELP loans will not, unless the lender otherwise agrees, be less than \$600, except during a portion of the repayment period as provided in a graduated or income-sensitive repayment plan, or in an extended repayment plan with graduated payments. Notwithstanding the preceding sentence, my minimum annual scheduled payments will not be less than the amount of interest due and payable.

My repayment period for each loan generally lasts at least 5 years but may not exceed 10 years (except under an extended repayment plan). The maximum period for repaying a loan does not include periods of deferment or forbearance.

I will be given the opportunity to choose one of the following repayment plans:

- **Standard Repayment Plan** — If I choose this plan, I will make fixed monthly payments and repay my loan(s) in full within 10 years from the date the loan(s) entered repayment. Payments must be at least \$50 a month and will be more if necessary to repay the loan(s) within the required time period.
- **Graduated Repayment Plan** — If I choose

this plan, I will usually make lower monthly payments at first, and my payments will increase over time. No single payment will be more than three times greater than any other payment.

- **Extended Repayment Plan** — If I choose this plan, I will make monthly payments based on fixed annual or graduated repayment amounts over a period not to exceed 25 years. If I make fixed payments, payments must be at least \$50 a month and will be more if necessary to repay the loan(s) within the required time period. I am only eligible for this plan if (i) at the time I obtain a loan under this MPN I have no outstanding balance on a FFELP loan made before October 7, 1998, and (ii) I accumulate outstanding FFELP loans exceeding \$30,000.
- **Income-Sensitive Repayment Plan** — If I choose this plan, my monthly payments will be adjusted annually, based on my expected total monthly gross income from all sources. I may contact my lender at any time for more information about this repayment plan option.

Under each plan, the number or amount of payments may need to be adjusted to reflect capitalized interest and/or new loans made to me.

If I do not choose an income-sensitive, graduated, or extended repayment plan within 45 days after notification of my repayment choices, or if I choose an income-sensitive repayment plan but do not

provide the required documentation within the lender-specified time frame, my lender will require that I repay the loan(s) under a standard repayment plan. I may change the repayment plan on my loan(s) once a year.

There will be no penalty for prepaying any portion of my loan(s).

All payments and prepayments may be applied in the following order: late charges, fees, and collection costs first, outstanding accrued interest second, and outstanding principal last.

If I fail to make any part of an installment payment within 15 days after it becomes due, I may owe a late charge. This charge may not exceed six cents for each dollar of each late installment.

**13. Sale or Transfer of Loan(s)** — The lender may sell or otherwise transfer one or all of my loans without my consent. Should ownership of a loan be transferred, I will be notified of the name, address, and telephone number of the new lender if the address to which I must make payments changes. Sale or transfer of my loan(s) does not affect my rights and responsibilities under such loan(s). If the lender sells my loan(s) to another originating lender, the lender may also transfer the right to offer subsequent loans under the MPN to such purchaser. I always have the right to terminate a lender's ability to make loans to me under this MPN by written notice to the lender.

## Capitalization of Federal PLUS Loan Interest

### What is Capitalization?

Capitalization is a process whereby a lender adds unpaid interest to the principal balance of a loan(s). I am responsible for paying the interest due on my Federal PLUS Loan(s) from the date the lender disburses the loan funds until the loan(s) is paid in full.

If I am granted a deferment or forbearance and I choose to defer and capitalize interest charges, the principal balance of my loan(s) will increase each time my lender capitalizes unpaid interest. As a result, I will pay more interest charges over the life of the loan(s). When I resume repaying my loan(s), my monthly payment amount may be higher or, if my loan(s) is subject to the \$50 minimum payment, I may be required to make more payments.

I should contact my lender if I have any questions or need more information.

This chart compares the monthly payments on a loan(s) where interest is paid while the loan is in a deferment or forbearance status and a loan(s) where the interest is capitalized. This example uses an interest rate of 8.5% and represents the loan amount outstanding when the borrower first enters repayment. This is an estimate only. The actual interest capitalized will depend on factors such as disbursement date, number of disbursements, and the frequency of capitalization. The estimate of interest capitalized in these examples is based on quarterly capitalization over a 12-month period.

Treatment of Interest	Loan Amount	Capitalized Interest for 12 Months	Principal to Be Repaid	Monthly Payment	Number of Payments	Total Amount Repaid
When you pay the interest	\$15,000	\$0	\$15,000	\$186	120	\$23,593*
When you don't pay the interest	\$15,000	\$1,316	\$16,316	\$202	120	\$24,276

\*Total amount repaid includes \$1,275 of interest paid by the borrower during the 12-month period of deferment or forbearance.

**Results:** During repayment, you may pay \$16 less per month and \$683 less over the lifetime of your loan(s) when you pay the interest as it is charged.

**14. Loan Discharge** — My loan(s) will be discharged if documentation of my death or the death of the student for whom I acquired a loan is submitted to my lender.

My loan(s) may also be discharged if a physician certifies that I am totally and permanently disabled as defined by the Act. In addition, I must meet certain employment earnings requirements and may not receive any additional FFELP, Direct, or Federal Perkins Loans during a 3-year conditional discharge period. I may not receive a discharge due to total and permanent disability based on a condition that existed before the loan was made, unless a physician certifies that the condition substantially deteriorated after the loan was made.

My loan(s) will not automatically be discharged in bankruptcy. In order to discharge a loan(s) in bankruptcy, I must prove undue hardship in an adversary proceeding before the bankruptcy court.

In certain cases, the Act provides for loan discharge if I (or the student) could not complete a course of study because the school closed, if my loan eligibility was falsely certified by the school, or if a loan in my name was falsely certified as a result of a crime of identity theft. The Act also provides for loan discharge in the amount of any required refund that the school did not make to my loan holder on my behalf.

Neither the lender, the guarantor, nor the Department of Education vouches for the quality or suitability of the academic programs offered by participating schools. Unless I qualify for loan discharge under the Act, I must repay the loan(s) even if I (or the student) do not complete the education paid for with the loan(s), am unable to obtain employment in the field of study for which the school provided training, or am dissatisfied with, or do not receive, the education paid for with the loan(s).

For additional information, I should contact my lender or guarantor.

**15. Consequences of Default** — Default is defined in detail in my MPN. If I default, the entire unpaid balance and collection fees on the applicable loan(s) will become immediately due and payable. Failure to repay any loan made under this MPN may result in any or all of the following:

- Loss of federal and state income tax refunds,
- Loss of other federal or state payments,
- Legal action against me,
- Collection charges (including attorney fees) being assessed against me,
- Loss of my professional license,
- An increase in my interest rate,
- Loss of eligibility for other student aid and assistance under most federal benefit programs,
- Loss of eligibility for loan deferments,
- Negative credit reports to credit bureaus,
- Assignment of my loan to the Department, and/or
- My employer withholding part of my wages to give them to my guarantor or the Department (administrative wage garnishment).

**16. Credit Bureau Notification** — Information concerning the amount, disbursement, and repayment status (current or delinquent) of my loan(s) will be reported by my lender to one or more national credit bureaus on a regular basis. If I default on any loan(s) made under this MPN, the default will also be reported by the guarantor to all national credit bureaus. Before any guarantor

reports such a default, it will give me at least 30 days notice that default information will be disclosed to the credit bureaus unless I enter into a repayment arrangement within 30 days of the date on the notice. The guarantor will give me a chance to ask for a review of the debt(s) before the default is reported. My lender or guarantor, as applicable, must provide a timely response to a request from any credit organization regarding objections I might raise with that organization about the accuracy and completeness of information reported by the lender or guarantor.

**17. Special Repayment Arrangements** — A Federal Consolidation Loan Program is available under which I may consolidate federal education loans received from different lenders, the same lender, and/or under different federal education loan programs into one loan. Depending on the amount I borrow, this program may result in an extension of my repayment period. Consolidation permits multiple debts to be combined into one monthly payment. For additional information, I should contact my lender or guarantor.

Under certain circumstances, military personnel may have their federal education loan(s) repaid by the Secretary of Defense. I should address any questions to the local service recruiter. This is a recruiting program and does not pertain to prior service individuals or those not eligible for enlistment in the Armed Forces.

Other agencies of the federal government may also offer student loan repayment programs as an incentive to recruit and retain employees. I should contact the agency's human resources department for more information.

**18. Deferments** — Under certain circumstances, I have a right to defer (postpone) repayment. The types of deferments that are available to me generally depend on when I first obtained a FFELP loan. Upon request, my lender will provide me with a deferment application that explains the eligibility requirements. If I am in default on a loan, I am not eligible for a deferment on that loan.

**If at the time I obtain a loan under this MPN I do not have an outstanding balance on a FFELP loan made before July 1, 1993,** deferment of repayment is available while I am:

- Enrolled at least half time at an eligible school,
- Engaged in a full-time course of study in a graduate fellowship program,
- Engaged in a full-time rehabilitation training program for individuals with disabilities (if the program is approved by the Department of Education),
- Conscientiously seeking, but unable to find, full-time employment (for up to three years),
- Experiencing an economic hardship as determined by federal law (for up to three years).

For in-school deferments, my lender will process the deferment based on (i) my request along with documentation verifying my eligibility, or (ii) the lender's receipt of a school certification of eligibility in connection with a new loan, or (iii) the lender's receipt of student status information indicating that I am enrolled on at least a half-time basis.

For all other deferments, I must provide my lender with a deferment request and evidence that verifies my eligibility.

**For loans first disbursed on or after July 1, 2001,** a deferment of repayment is available while I

am serving on active duty during a war or other military operation or national emergency or performing qualifying National Guard duty during a war or other military operation or national emergency (for up to three years).

**If at the time I obtain a loan under this MPN I have an outstanding balance on a FFELP loan disbursed before July 1, 1993,** information on applicable deferment opportunities will be found in my earlier promissory note materials.

**19. Forbearance** — If I am unable to make any scheduled loan payment(s), the lender may allow me to reduce my payment amount, to extend the time for making payments, or to temporarily stop making payments as long as I intend to repay my loan(s). Allowing me to temporarily delay or reduce loan payments is called a forbearance. Interest continues to accrue during a forbearance period.

The lender may grant me forbearance due to poor health or other acceptable reasons.

My lender is generally not required to grant a forbearance and may require me to provide my reasons for the request and other information.

The lender may grant me a forbearance to eliminate a delinquency that persists even though I am making scheduled installment payments. My lender may grant me an administrative forbearance for up to 60 days in order to collect and process documentation supporting my request for a deferment, forbearance, change in repayment plan, consolidation, or discharge.

Circumstances that require my lender to grant me a forbearance, if I provide the appropriate documentation, include:

- Serving in a medical or dental internship or residency program, if I meet certain criteria.
- Serving in a national service position for which I receive a national service award under the National and Community Service Trust Act of 1993. In some cases, the interest that accrues on a qualified loan during the service period will be paid by the Corporation for National and Community Service.
- Qualifying for partial repayment of my loans under the Student Loan Repayment Program, as administered by the Department of Defense.
- Having a monthly debt burden for Title IV Loans that collectively equals or exceeds 20% of my total monthly gross income (for up to three years).
- Being called to active duty in the U.S. Armed Forces.

For additional information, I should contact my lender.

**Repayment information follows**

## Repaying Your Loans

Follow these steps to estimate your loan payment.

### Step 1: Calculate Your Monthly Interest Charges

Round your Federal PLUS Loan balance up to the nearest \$500. If your loan amount is not on the table, follow the example below to estimate your monthly accrued interest.

**Example:**

PLUS Loan of \$5,479 at 8.5% interest.  
Round up to nearest \$500 = \$5,500.

$$\begin{array}{r} \$5,000 = \$35.42/\text{month} \\ + 500 = \$ 3.54/\text{month} \\ \hline \$5,500 = \$38.96/\text{month}^* \end{array}$$

Your monthly interest \$ \_\_\_\_\_.

### Approximate Monthly Interest

Loan Amount	8.5%
\$ 500	\$ 3.54
\$ 1,000	\$ 7.08
\$ 3,000	\$ 21.25
\$ 5,000	\$ 35.42
\$ 6,000	\$ 42.50
\$ 7,000	\$ 49.58
\$ 9,000	\$ 63.75
\$10,000	\$ 70.83
\$15,000	\$106.25
\$20,000	\$141.67
\$25,000	\$177.08

### Step 2: Estimate Your Capitalized Interest

Complete this step only if you will capitalize interest on a Federal PLUS Loan. **This is an estimate only.** Actual interest capitalized will depend on factors such as disbursement dates, number of disbursements, and the frequency of capitalization.

	Monthly Interest (From Step One)		Number of Months in Deferment or Forbearance	=	Estimate of Capitalized Interest
Example	\$ _____	X	22	=	\$ 857.12
Your capitalized interest	\$ _____	X	_____	=	\$ _____

### Step 3: Estimate Your Monthly Payment

Round your loan balance up to the nearest \$500. If your principal amount is not on the table, follow the example below to estimate your monthly payment. If you previously had interest capitalized, add it to the outstanding loan amount to get the new principal amount.

**Example:**

Federal PLUS Loan of \$6,357.12 (\$5,500.00 + \$857.12) at 8.5% interest.  
Round up to nearest \$500 = \$6,500.

$$\begin{array}{r} \$6,000 = \$74.39/\text{month} \\ + 500 = \$ 6.20/\text{month} \\ \hline \$6,500 = \$80.59/\text{month} \end{array}$$

Estimated monthly payment = \$80.59

\*Minimum monthly payment = \$50 or amount of interest accruing each month.

### Estimated Monthly Payments (10-Year Term)

Loan Amount	8.5%
\$ 500*	\$ 6.20
\$ 1,000*	\$ 12.40
\$ 3,000*	\$ 37.20
\$ 5,000	\$ 61.99
\$ 6,000	\$ 74.39
\$ 7,000	\$ 86.79
\$ 9,000	\$111.59
\$10,000	\$123.99
\$15,000	\$185.98
\$20,000	\$247.97
\$25,000	\$309.96

	Loan Amount	+	Estimate of Capitalized Interest (From Step Two)	=	New Principal Balance	=	Estimated Monthly Payment
Example	\$ 5,500	+	\$ 857.12	=	\$ 6,357.12	=	\$ 80.59
Your Monthly Payment	\$ _____	+	\$ _____	=	\$ _____	=	\$ _____