

AMENDMENT TO PROMISSORY NOTE

This AMENDMENT TO PROMISSORY NOTE (this “Amendment”) is made as of June 1, 2020, by the individual named below (“Borrower”). Capitalized terms used and not defined herein shall have the respective meanings given to them in the Note (as defined below).

WHEREAS, Borrower executed and delivered to Lender that certain Promissory Note, (as it may be amended, restated, or otherwise modified from time to time, the “Note”); and

WHEREAS, Borrower and Lender wish to modify the Note as set forth herein.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein and for other valuable considerations, the Note shall be amended as follows:

1. The Section of the Note entitled “Loan Terms” is hereby amended to read as follows: Interest Rate: 1% ; and Set-Up Fee: \$0 (one-time fee due with the first loan payment is hereby waived); and Monthly Servicing Fee: \$3.50/month servicing fee (starts on the 25th day of the month following the Grace Period, if any).

2. Section C of the Note entitled Consumer Credit Reports is hereby amended to read as follows:

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 30 East Broad Street, 9th Floor, Columbus, Ohio 43215, or another customer service address that we may provide to you on a letter or statement. In your letter: (1) provide your name, address, phone number, email address (if any) 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.

3. Section G of the Note entitled Interest is hereby amended in paragraph 1 to read as follows:

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.

4. Section H of the Note entitled Fees is hereby amended to read as follows:

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:** The origination fee due with your first loan payment is hereby waived.
2. **Monthly Servicing Fee:** A Monthly Servicing Fee of \$3.50 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** is hereby waived.

5. Section S of the Note entitled Notices and Addresses in paragraphs 2 and 3 is hereby amended as follows:

2. Any notice or communication with us required or permitted under the Federal Bankruptcy Code must be in writing, must include your contact information and your loan number, and must be sent to 30 East Broad Street, 9th Floor, Columbus, Ohio 43215, 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, email address (if any) 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 30 East Broad Street, 9th Floor, Columbus, Ohio 43215 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.

6. Each reference that is made in the Note shall hereafter be construed as a reference to the Note as amended hereby. Except as herein otherwise specifically provided, all provisions of the Note shall remain in full force and effect and be unaffected hereby.

7. **Signatures:** The Amendment to this Promissory Note will be effective and enforceable when you sign this Amendment to the 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 Amendment electronically, clicking “E-sign” or its equivalent (such as “I accept” or “I approve”) will be deemed as an original signature.

[Signature Page Follows]

BORROWER'S SIGNATURE: _____

BORROWER'S PRINTED NAME: _____

TODAY'S DATE: _____
Month Day Year