

Forbearance Request: Additional Information

1. Forbearance - If you are unable to make payments on your Private Education loan(s) according to the terms of your Promissory Note(s), you may request that adjustments be made to your loan terms including a postponement or forbearance of payments. Higher Education Servicing Corporation (HESC) retains the right to the decision to grant you a forbearance and may request information about your situation in evaluating your request. If HESC grants your request for a forbearance, you understand that the repayment term of your Private Education loan(s) will not be extended (*except for certain instances as permitted by your Lender or required by law*) to accommodate your request and that you are still responsible for paying the principal balance, interest, and other fees and charges on your Private Education loan(s) and that any forbearance that HESC grants does not change your responsibilities under your Promissory Note(s). Periods of forbearance will increase your monthly payment once the forbearance ends. You will resume repayment of this debt within thirty (30) days of the forbearance end date as determined by HESC. As the primary borrower, you and each co-signer agree that notice of the granting of a forbearance does not have to be given to the other party, and that the failure to give such notice shall not release or impair any of the obligations of you or such co-signers. In addition to the above, you may be entitled to a forbearance under federal law if you qualify for forbearance as an active duty member of the armed forces of the United States (*see Military Forbearance Eligibility Requirements*).

2. Military Forbearance Eligibility Requirements - Under the Military Forbearance you may postpone repayment of your Private Education loan(s) while you are (1) serving on active duty during a war or other military operation or national emergency or (2) performing qualifying National Guard active duty during a war or other military operation or national emergency. The loan interest rate will be no higher than 6% for the entire length of your active duty military service, even if your service no longer qualifies for the Military Forbearance under one of the two requirements listed previously in this paragraph.

You are not required to make payments of loan principal during your forbearance. You have the option of paying the interest on your Private Education loan(s) during your forbearance. Any unpaid interest at the end of the forbearance period will be repaid prior to the repayment of any principal balance upon re-entering repayment. Not paying the interest while in a Military Forbearance may increase your monthly payment once the forbearance ends. The next payment due date after a forbearance will be within 30 days after the forbearance end date. Any time spent in a Military Forbearance will not be counted toward your maximum allowable repayment period of 10 years but the loan must be repaid in full within 15 years of the first disbursement. For loans with cosigners, only the primary student borrower is eligible. The cosigner is not required to make payments while the primary borrower is in a Military Forbearance.

The initial Military Forbearance is granted for 12 months based on verbal or written notification, and does not require supporting documentation. Additional time (*in increments of up to 12 months*) will require supporting documentation and a signed agreement. An authorized official must complete the Authorized Official's Certification section of this form. As an alternative to completing the Authorized Official's Certification section, a written statement from the commanding or personnel officer or a copy of the military orders may be attached. The statement or copy must include all information needed to establish your eligibility for the forbearance as indicated on the front of this form, including the period of the qualifying service. *Note: An official representative or family member may complete and sign this form on your behalf if you are unable to do so.*

Military Forbearance will begin on the date your qualifying active duty begins, or the date you are deployed to a different duty station, and will end upon your release from qualifying active duty, or return to your home station.

If your ability to make payments is adversely affected by a military mobilization (*i.e., your military mobilization or you are indirectly affected due to your spouse's military mobilization*) HESC may grant you an Administrative Forbearance for a period not to exceed 3 months without supporting documentation and upon written or verbal notice to HESC. The Administrative Forbearance will begin the later of (1) the date the you are affected (*beginning of active duty*) or (2) the date requested by you. This Administrative Forbearance may run consecutively with the first 12 months of Military Forbearance for a total of 15 months. Military Forbearance beyond the initial period based on the borrower's military mobilization requires supporting documentation and an agreement with you (*may be verbal*) as outlined in this Forbearance Request form. Military Forbearance beyond the 3-month Administrative Forbearance is not available for military mobilization of your spouse but you may qualify for Discretionary Forbearance, subject to the terms above.

HESC may also grant an Administrative Forbearance to resolve any delinquency that precedes the date your Military Forbearance begins. An Administrative Forbearance may be granted from the date on which your delinquency began and will end the day before the first day of the Military Forbearance.

If, at any time you stop performing the military duty that qualifies you for the forbearance or if you otherwise become ineligible for this forbearance, you must immediately notify HESC.

Military Forbearance Definitions:

Active duty means full-time duty in the active military service of the United States as defined in 10 U.S.C. 101(d)(1), but does not include training or attendance at a service school.

Serving on active duty during a war or other military operation or national emergency means service by an individual who is (1) a Reserve of an Armed Force ordered to active duty under 10 U.S.C. 12301(a), 12301(g), 12302, 12304, or 12306; or (2) a retired member of an Armed Force ordered to active duty under 10 U.S.C. 688 for service in connection with a war or other military operation or national emergency, regardless of the location at which the active duty service is performed; or (3) any other member of an Armed Force on active duty in connection with the emergency or subsequent actions or conditions who has been assigned to a duty station at a location other than the location where the member is normally assigned.

Military operation means a contingency operation as defined in 10 U.S.C. 101(a)(13). A contingency operation is a military operation that (1) is designated by the U.S. Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the U.S. or against an opposing military force; or (2) results in the call or order to, or retention on, active duty of members of the uniformed services under 10 U.S.C. 688, 12301(a), 12302, 12304, 12305, or 12406; 10 U.S.C. Chapter 15; or any other provision of law during a war or during a national emergency declared by the President or Congress.

National emergency means the national emergency by reason of certain terrorist attacks declared by the President on September 14, 2001, or subsequent national emergencies declared by the President by reason of terrorist attacks.

Qualifying National Guard duty during a war or other operation or national emergency means training or other duty, other than inactive, performed by a member of the National Guard on full-time National Guard duty, as defined in 10 U.S.C. 101(d)(5), under a call to active service authorized by the President or the Secretary of Defense. The training or other duty must be performed for more than 30 consecutive days under 32 U.S.C. 502(f) in connection with a war, other military operation, or national emergency as declared by the President and supported by federal funds.