

UNIVERSITY OF CALIFORNIA HASTINGS COLLEGE OF THE LAW
THE CALIFORNIA BAR PREPARATION LOAN FUND PROMISSORY NOTE

FOR VALUE RECEIVED, I (please print), _____, hereby promise, on the terms herein provided, to pay to the University of California, Hastings College of the Law, (hereinafter "Hastings" or "Lender") the principal sum in the amount endorsed by me in the Schedule of Advances, together with any interest due and all attorney's fees and other costs and charges necessary for the collection of any amount not paid when due.

SCHEDULE OF ADVANCES

| Received by (Signature of Borrower) | Date | Total Amount Advanced |
|--|------|-----------------------|
| | | |

REPAYMENT

1. I promise to repay the principal to Hastings over a five (5) years period beginning on the sixth month following the month in which I take the California Bar Examination. Specifically, if I take the California Bar Examination in February, my first payment on this loan will be due on August 1st; if I take the California Bar Examination in July, my first payment on this loan will be due on January 1st.

I agree to make payments in equal monthly installments as provided in the Schedule of Repayments (Attachment A) but not less than \$100.00 per month, due on the first (1st) day of each month but no later than the fourteenth (14th) day of each month. Payments received shall be applied first to any late fees that are due and then applied to the unpaid principal balance.

I UNDERSTAND THAT I WILL BECOME INELIGIBLE FOR THIS LOAN IF:

- A. I DO NOT TAKE THE CALIFORNIA STATE BAR EXAM WITHIN THE TIME PERIOD PRESCRIBED BY THE ACADEMIC DEAN or;
- B. I DO NOT TAKE THE SUPPLEMENTAL COURSES REQUIRED BY THE ACADEMIC DEAN or;
- C. MY FINANCIAL SITUATION CHANGES AND I AM DEEMED TO NO LONGER HAVE A FINANCIAL NEED.

IF AT ANY TIME I BECOME INELIGIBLE FOR THIS LOAN I AGREE TO PROVIDE WRITTEN NOTICE OF MY INELIGIBILITY TO THE LENDER'S ACADEMIC DEAN'S OFFICE WITHIN 30-DAYS OF THE CHANGE IN MY STATUS. IF SUCH NOTIFICATION IS MADE IN THE TIME SPECIFIED THIS

LOAN WILL GO INTO REPAYMENT BEGINNING ON THE SIXTH MONTH FOLLOWING THE DATE I NOTIFY THE ACADEMIC DEAN OF MY INELIGIBILITY.

IF, HOWEVER, I FAIL TO NOTIFY THE LENDER'S ACADEMIC DEAN'S OFFICE OF MY INELIGIBILITY WITHIN 30-DAYS OF THE CHANGE IN MY STATUS I UNDERSTAND THAT THIS LOAN WILL GO IMMEDIATELY INTO REPAYMENT.

PREPAYMENT

2. The principal of this Note may be prepaid in whole at any time, or in part from time to time, without permission or penalty. Any prepayment of this Note shall be applied first to any late fees that are due and then to the unpaid principal balance.

DEFAULT and ACCELERATION

3. I understand and agree that:
 - a. If any payment of principal under this Note is not be made within fifteen (15) days of the due date, a late charge of \$5.00 per month may be charged by the Lender for the purpose of defraying the expenses of handling such delinquent payments. Such late charges represent a reasonable sum considering all of the circumstances existing on the date of this Note; it represents a fair and reasonable estimate of the costs that will be sustained by the Lender due to my failure to make timely payments; and proof of actual damages would be costly or inconvenient.
 - b. If I fail to pay all or any part of an installment when it is due, the entire unpaid principal sum plus any applicable late charges and collection costs, will at the option of the Lender, be declared in default and become immediately due and payable. The Lender shall not be under any obligation to accept or process any requests for benefits under the Program after the debt has been declared in default and due and payable under this provision.
 - c. I understand that my failure to make each and every payment when it is due will result in the Lender withholding services, including but not limited to career and registration services, State bar review certification, and certified academic transcripts or information contained therein.
 - d. I understand that if I fail to meet a scheduled repayment of any installment of my loan when it is due, the Lender may refer my loan to an agency for collection.
 - e. I understand that if I am delinquent on any portion of my loan repayment, pursuant to California Laws, the Lender will have the right to obtain all or any

portion of any monies due to me from the State of California as payment towards the amount of my loan that is delinquent.

REDUCED PAYMENTS OR FOREBEARANCE

4. The Lender may, upon my written application, reduce or temporarily suspend any scheduled repayments, if, in its opinion, extraordinary circumstances such as prolonged illness or unemployment prevent me from making my scheduled repayments. I understand that the maximum amount of time my loan payments will be suspended and/or temporarily reduced is three (3) years.

CANCELLATION

5. a. If I become permanently and totally disabled, the entire amount of this loan plus any accrued late fees shall be cancelled. I understand a medical doctor, currently active in the American Medical Association, must certify in writing my permanent and total disability.
b. If I die, I understand the entire amount of this loan plus any accrued late fees shall be cancelled.

COLLECTION COSTS and ATTORNEY'S FEES

6. I understand that if I go into repayment and that if I default on my loan that the Lender:
 - a. Will refer the loan to an agency for collection; and
 - b. That if collection is unsuccessful the Lender may pursue legal action to recover the debt; and
 - c. That I will be responsible for collection costs and attorney's fees, in addition to the principal, and late charges owed on my loan. Attorney's fees are reasonable charges the court recognizes as appropriate.

WAIVER OF STATUTE OF LIMITATIONS

7. In the event that my loan goes into repayment I agree to waive the Statute of Limitations with regard to the repayment of this loan.

CREDIT BUREAU REPORTING

8. Upon receipt of this loan and each month thereafter the Lender will report the amount I owe, the status of my loan and information about my repayment history of this loan to a national credit bureau.

PERSONAL INFORMATION CHANGE

9. I am responsible for promptly informing the Lender of any change or changes in my name, address, telephone number, and driver's license number or any extraordinary circumstances that prevent me from making my scheduled repayments by contacting the Student Loan Accountant in the Office of Fiscal Services at (415) 565-4704 at Hastings.

I HEREBY CERTIFY (1) that I understand I am receiving a loan which must be repaid unless cancelled in accordance with paragraph 1 above; (2) that my rights and obligations under this loan are contained in the above terms; (3) that I have read this Promissory Note; and (4) that I have received a copy of this Promissory Note along with Attachment A, the Schedule of Payments / Disclosure Notice.

Signature: _____ Date: _____

Borrower's Name (Please Print) _____
Last First MI

Billing Address _____

Social Security Number* _____

Area Code and Telephone Number (_____) _____

E-Mail Address _____ Date of Birth _____

Driver's License State & Number _____
State Number

* Pursuant to the Federal Privacy Act of 1974, you are hereby notified that disclosure of your Social Security number is voluntary. The Social Security number is used to verify your identity, to assist in locating you and to report information on your loan and repayment history to credit-reporting organizations.

FOR OFFICE USE ONLY:

Check Date: _____ Check Number: _____ Check Amount: \$ _____

Hastings Account Number: 20-38118 _____ AR.TYPE: _____

ACS Acct Number: _____ Reported to ACS by: _____ Date: _____

Loan Cancellation Date: _____

Cancellation Reported to ACS by: _____ Date: _____