

INDEMNIFICATION AGREEMENT



<p>SECTION A: Indemnification Agreement (IA) is submitted for (select one):</p> <p><input type="checkbox"/> PROMISSORY NOTE</p> <p><input type="checkbox"/> PROMISSORY NOTE ADDENDUM</p> <p><input type="checkbox"/> BOTH THE PROMISSORY NOTE AND ADDENDUM</p>	<p>SECTION B: Reason IA is submitted for document(s) in SECTION A (Select all that apply):</p> <p><input type="checkbox"/> Insufficient (must attach insufficient Note and/or Addendum)</p> <p><input type="checkbox"/> Altered (must attach altered Note and/or Addendum)</p> <p><input type="checkbox"/> Damaged (must attach damaged Note and/or Addendum)</p> <p><input type="checkbox"/> Lost</p> <p><input type="checkbox"/> Destroyed</p>
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SECTION C: Electronically Signed Promissory Note (select one):

YES

NO

SECTION D: Borrower/Co-Borrower/Endorser and Unique Loan Identification Information:

_____ Unique Loan Identification Number

Borrower's Last Name	First Name	MI	Social Security Number
Co-Borrower's Last Name	First Name	MI	Social Security Number
Endorser's Last Name	First Name	MI	Social Security Number

SECTION E: Certification

In assigning the loan identified above ("Loan") to the Pennsylvania Higher Education Assistance Agency d/b/a American Education Services ("AES"), the undersigned, in his/her capacity as an authorized employee of [if applicable, the _____ ("Servicer") for] _____ ("Lender"), hereby warrants, certifies, and agrees that if the Loan assigned to AES without the original or a true and exact copy of the Promissory Note, including any Promissory Note Addendum(s) thereto executed by the borrower and/or the co-borrower (if applicable) and/or endorser (if applicable), should become uncollectible or uninsurable by reason of such insufficient, altered, lost, destroyed, or damaged Promissory Note and/or Promissory Note Addendum(s), or if the Loan is challenged in court, or if AES, in its sole discretion, determines that the Loan cannot be enforced, the Lender/Servicer will indemnify AES against all liability and obligation related thereto, including paying/reimbursing AES for all loss attributable to such Loan, including principal, accrued interest, collection costs, attorneys' fees, court costs, and all penalties and assessments thereon. The Lender/Servicer states that the Loan was issued in compliance with applicable Federal and State law. If any payment/reimbursement due under this Indemnification Agreement is not received from the Lender/Servicer, the Lender/Servicer authorizes AES to recover any amounts due hereunder by withholding such amounts from any other claim payments due the Lender/Servicer from AES. If Lost or Destroyed is checked in Section B above, Lender/Servicer certifies that it has made a diligent effort to locate the original or copy of the Promissory Note and/or Promissory Note Addendum(s) and has been unsuccessful in locating such document(s). Lender/Servicer understands and agrees that AES may refuse to accept this Indemnification Agreement for any reason.

U.S.D.E. Lender Code: _____

U.S.D.E. Servicer Code: _____

Lender/Servicer Name

Signature of Authorized Employee of Lender/Servicer

Printed Name of Authorized Employee of Lender/Servicer

Title

Date

INSTRUCTIONS FOR COMPLETING THE INDEMNIFICATION AGREEMENT

PLEASE NOTE: This form is not to be used for the Master Promissory Note

The following instructions are provided to assist you in completing the Indemnification Agreement. A SEPARATE INDEMNIFICATION AGREEMENT MUST BE COMPLETED FOR EACH PROMISSORY NOTE, INCLUDING ANY PROMISSORY NOTE ADDENDUM(S) THERETO EXECUTED BY THE BORROWER AND/OR THE CO-BORROWER AND/OR ENDORSER, IF APPLICABLE, THAT IS INSUFFICIENT, ALTERED, LOST, DESTROYED OR DAMAGED.

Please TYPE or PRINT clearly.

SECTION A:

Place a check mark in the appropriate space to indicate if the Indemnification Agreement is being submitted for a Promissory Note, Addendum, or the Promissory Note and Addendum.

SECTION B:

Place a check mark in the appropriate space to indicate the reason the Indemnification Agreement is being submitted.

SECTION C:

Place a check mark in the appropriate space to indicate if the Promissory Note was electronically signed.

SECTION D:

Enter the borrower's and, if applicable, co-borrower's and/or endorser's name (last name, first name, and middle initial) in the space(s) provided.

Enter the borrower's and, if applicable, co-borrower's and/or endorser's social security number in the space(s) provided.

Enter the unique loan identification number assigned to the loan in the space provided.

SECTION E:

If applicable, enter the complete servicer name in the space provided.

Enter the complete lender name in the space provided.

Enter the United States Department of Education ("U.S.D.E.") assigned lender code in the space provided.

Enter the U.S.D.E. assigned servicer code in the space provided, if applicable.

After reviewing the entire document, an authorized employee from the lending, or if applicable, the servicing institution must sign and print the name of the servicer/lender, the date the Indemnification Agreement is executed, and his/her name and title in the spaces provided.

Enclose the Indemnification Agreement in place of the lost or destroyed Promissory Note and /or Addendum(s) in the claim package.

Attach the Indemnification Agreement together with the insufficient, altered or damaged Promissory Note and/or Addendum(s) in the claim package.

Please call the Loan Assets Management, Reinsurance Department at 1-800-892-7576 if you have any questions on how to complete this form.