

**INDEMNIFICATION AGREEMENT
FOR**



MASTER PROMISSORY NOTE AND/OR ADDENDUM TO MASTER PROMISSORY NOTE

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

_____ YES

_____ NO

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

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

Unique Loan Identification Number(s)

1) _____	6) _____	11) _____
2) _____	7) _____	12) _____
3) _____	8) _____	13) _____
4) _____	9) _____	14) _____
5) _____	10) _____	15) _____

SECTION E: Certification

In assigning the loan(s) identified above ("Loan(s)") 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 any Loan(s) assigned to AES without the original or a true and exact copy of the Master Promissory Note, including any Addendum(s) to Master Promissory Note thereto executed by the borrower and/or endorser (if applicable) ("Addendum(s) to MPN"), should become uncollectible or uninsurable by reason of such insufficient, altered, lost, destroyed, or damaged Master Promissory Note and/or Addendum(s) to MPN, or if the Loan(s) are challenged in court, or if AES, in its sole discretion, determines that the Loan(s) 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(s), including principal, accrued interest, collection costs, attorneys' fees, court costs, and all penalties and assessments thereon. The Lender/Servicer states that the Loan(s) were 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: _____

Lender/Servicer Name

U.S.D.E Servicer Code: _____

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 must 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 MASTER PROMISSORY NOTE ("MPN"), INCLUDING ANY ADDENDUM(S) TO MPN, THERETO EXECUTED BY THE BORROWER 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 MPN or a Addendum(s) to MPN, or both the MPN and Addendum(s) to MPN.

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 MPN was electronically signed.

SECTION D:

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

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

Enter the unique loan identification number assigned to each loan made from the MPN in the space(s) 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.