LEGAL SERVICES CORPORATION

HERBERT S. GARTEN LOAN REPAYMENT ASSISTANCE PROGRAM
PROMISSORY NOTE

I, _____, a participating attorney employed with a Legal Services Corporation funded legal services program (hereinafter "Program"), unconditionally promise to pay to LEGAL SERVICES CORPORATION (hereinafter "LSC"), located at 3333 K Street, NW, Washington, DC, 20007, **the principal amount, plus applicable interest (hereinafter the "Loan"),** disbursed to me under LSC's Herbert S. Garten Loan Repayment Assistance Program (hereinafter referred to as "LRAP"), unless my obligation to repay the Loan, or any portion of the Loan, is forgiven or cancelled in accordance with the terms and conditions of this Herbert S. Garten Loan Repayment Assistance Program Promissory Note (hereinafter referred to as the "Promissory Note"), as provided below.

I. THE LRAP DESCRIPTION

I agree that the Promissory Note evidences indebtedness incurred under and subject to the terms and conditions of LSC's LRAP as described herein and in the LSC LRAP Program Description. I further state that I have read the terms and conditions of the LRAP Program Description, fully understand them and agree to them as a condition of my receiving the Loan. The Program Description for the Herbert S. Garten Loan Repayment Assistance Program, updated January 2016, for the period October 1, 2015 – September 30, 2016 (hereinafter "LRAP Program Description") is incorporated by reference herein, and governs the terms and conditions of this Promissory Note.

II. THE LOAN PRINCIPAL AMOUNT AND LOAN TERM

I agree that the principal amount disbursed to me will be **$5,600 (Loan Principal)** and that the **term of the Loan is October 1, 2015 to September 30, 2016** (hereinafter the "Loan Term"). The Loan Principal will be distributed to me in accordance with the Distribution Schedule and Distribution Terms set forth in Section IV., below.

III. INTEREST

If and when Interest begins to accrue on the Loan Principal, it shall be calculated on the unpaid balance of the Loan Principal at the rate **of six percent (6.0%) per annum.**

IV. DISTRIBUTION SCHEDULE AND DISTRIBUTION TERMS

I understand and agree that the Loan Principal will be distributed in accordance with the following schedule (Distribution Schedule) so long as I meet the Distribution Terms set forth in B, below.

Initials of Participating Attorney_____

A. Distribution Schedule:

- October 1, 2015–March 31, 2015—$2,800 (Distribution at First Distribution Date to be set)
- April 1, 2015–September 30, 2016—$2,800 (Distribution after November 01, 2016)

B. Distribution Terms: I understand and agree that to qualify for each six-month distribution of the Loan Principal in accordance with the Distribution Schedule, **the Executive Director of the LSC-funded program that employs me (Program) must certify each six months that I remained employed in good standing with the Program for the six months before the Loan Principal will be distributed to me for that six month period**. *I further understand and agree that if I am not in good standing with the Program, I will not receive any Loan Principal distribution during the Loan Term and that the amounts previously distributed to me during the Loan Term must be repaid in accordance with Section VI., below.*

V. USE OF THE LOAN AND AGREEMENT TO REPAY

I understand that the Loan is made in accordance with the terms and conditions of LRAP to qualified borrowers, as described in the LRAP Program Description. I agree to apply the entire amount of the Loan toward the payment of my eligible educational loans incurred for law school expenses (hereinafter "eligible law school loans"), as set forth in my Loan application documents. I further agree that **under no circumstances will I use any portion of the Loan to defray living expenses or any debts, costs or expenses other than my eligible law school loans.** ***I further agree and understand that I will be in default of this Promissory Note if I use the Loan to pay for any of the ineligible loans or debts as set forth in the LRAP Program Description.***

VI. REPAYMENT OF LOAN AND TERMS OF REPAYMENT OBLIGATION

A. Loan Forgiveness Based on Remaining Employed and in Good Standing with Program throughout the Loan Term: I understand that I will not have to repay this Loan, and the Loan will be forgiven if I remain employed in good standing with the Program throughout the Loan Term, as certified by the Executive Director of the Program in the "LSC LRAP Executive Director *Certification* of LRAP Participating Attorney (PA) Employment and Good Standing—FY 2015 and 2016," which is incorporated by reference herein.

B. Failure to Remain Employed and in Good Standing with Program: I understand and agree that **if I am not employed in good standing with the Program, as certified by the Executive Director, I will not receive any further distributions of the Loan Principal. I further understand and agree that the Loan Principal distributed to me, plus interest, will become immediately due and payable. I understand that interest, in accordance with Section VI., below, will accrue on the Loan Principal from the date that I stopped being in good standing,** as certified by the Executive Director of the Program Term in the "LSC LRAP Executive Director *Certification* of LRAP Participating Attorney (PA) Employment and Good Standing—FY 2015 and 2016."

C. Permanent and Total Disability and Loan Cancellation: I agree and understand that if I become permanently and totally disabled during the Loan Term, I will provide to LSC the medical and any other documentation that LSC requires to confirm my permanent and total disability. If such documentation is provided to the satisfaction of LSC, LSC agrees that the Loan Principal

Initials of Participating Attorney_____

distributed up to the date I became permanently and totally disabled, plus any interest, will be cancelled.

D. Departure from the Program prior to expiration of Loan Term: **I unconditionally agree to repay at the time of my departure the Loan Principal that has been distributed to me, together with Interest,** in the event that I am found to be ineligible during the Loan Term due to my departure from the Program, unless the Loan is cancelled, in part, in accordance with the loan forgiveness provisions contained in the LRAP Program Description. Specifically, in the following non-exhaustive list of examples, I understand that LSC may determine, in its sole discretion, that some or all of the Loan Principal and Interest must be repaid depending on the circumstances of my departure and consequent ineligibility:

1. If I leave my Program for good cause, as determined by LSC in its sole discretion, before the end of the Loan Term, LSC will cancel the Loan, which includes the Loan Principal distributed to me to the date of my departure for good cause, plus Interest accrued to date of my departure for good cause.

2. **If I voluntarily quit my Program without good cause, as determined by LSC in its sole discretion, or am terminated with cause during the Loan Term, I agree that the Loan distributed to me by that date, which includes the Loan Principal, plus Interest, less any amount that may be forgiven by LSC in its sole discretion, shall immediately become due and payable. I agree and understand that Interest will accrue on the Loan Principal from the date I leave employment in accordance with Section VII., below, of this Promissory Note.**

3. If I was a recipient of a fellowship and the fellowship ended prior to the three year period of expected employment with my Program and my employment with that Program also terminated as a result of either 1) **my rejecting a reasonable offer of employment**, consistent with the ordinary terms of employment at the Program, **or** 2) **the Program not offering me employment based on my performance,** ***I agree that the Loan distributed to me by that date, which includes the Loan Principal, plus interest, less any amount that may be forgiven by LSC in its sole discretion, shall immediately become due and payable. I agree and understand that interest will accrue on the Loan Principal from the date I leave employment in accordance with Section III., above, of this Promissory Note.***

VII. LOAN DEFAULTS, AND COLLECTION FEES AND COSTS

A. Loan Defaults and Collections: I understand and agree that if my Loan is not forgiven, and if I fail to repay the Loan or any portion of the Loan that is not cancelled or forgiven in accordance with this Promissory Note, LSC, in its sole discretion, in the event of my default may require me to pay, **and I agree to pay, in addition to the outstanding Loan amounts, all reasonable collection costs and fees. Those reasonable collection fees, costs and efforts may include attorneys' and collection agency's fees and costs regarding this Loan and efforts that LSC must take to collect the amounts outstanding from me for the Loan, whether or not by litigation.**

Initials of Participating Attorney_____

B. Loan Default for Use of Loan Principal to Pay for Ineligible Loans or Debts: I understand and agree, in accordance with the terms and conditions of the LRAP Program Description, **that I will be in default of the terms and conditions of this Promissory Note and will be required to pay the Loan if I use the Loan Principal to pay for any of the ineligible loans or debts, as set forth in the LRAP Program Description. I further agree and understand that I will be responsible for any tax, legal consequences or legal implications as a result of the use of the Loan Principal for any such ineligible loans for debts, and that I will be subject to Section VII. A., above, regarding efforts to collect the amounts outstanding from me for the Loan as a result of this default.**

VIII. CHANGE IN STATUS

I understand and agree that **I am responsible for informing LSC in writing within thirty (30) days of any change or changes in my name, address, social security number, educational loan repayment (including deferment, forbearance, or payment in full of my obligations), or employment status**. Such changes should be emailed to LRAPcoordinator@lsc.gov as set forth in the LRAP Program Description. I further understand and agree that failure to provide this information may affect my eligibility for LRAP.

IX. ENTIRE AGREEMENT AND MODIFICATIONS

This Promissory Note constitutes the entire agreement between the parties pertaining to this Loan and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to this Loan. No modifications or waiver of any provision of this Promissory Note shall be effective unless it is agreed to by LSC in writing and then only in the specific instance and for the specific purpose to which LSC consents.

X. APPLICABLE LAW AND CONSTRUCTION

Any dispute or matter arising under or in connection with this Promissory Note or related in any way to this Promissory Note shall be subject to the exclusive subject matter jurisdiction of a court of competent jurisdiction in the District of Columbia. Each party to this Promissory Note waives any objection it may have now or hereafter to the laying of venue of any suit, action or proceeding in the District of Columbia and agrees to personal jurisdiction in the District of Columbia in any suit, action or proceeding. It is mutually agreed that this contract will be governed by the laws of the District of Columbia in all respects, both as to interpretation and performance.

If any provision of this Promissory Note shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Initials of Participating Attorney_____

XI. VALIDITY OF ELECTRONIC SIGNATURES AND COPIES

It is mutually agreed that electronic mail, electronic forms, records, photocopies, and/or facsimile copies of any document submitted in connection with your LSC LRAP Loan are valid and enforceable as the original. Further, you agree that electronic signatures on any document submitted in connection with your LSC LRAP Loan hold equivalent legal status as traditional handwritten signatures. By completing this Promissory Note online, you certify that your typewritten electronic signature and/or initials are the equivalent of your handwritten signature and/or initials. Affixing your electronic signature and/or initials to this Promissory Note constitutes an acceptance of all terms and conditions of this Promissory Note, which will be deemed legally valid, binding and enforceable on all parties.

X. MISCELLANEOUS

A. I acknowledge receipt of a true and exact copy of this Promissory Note.

B. I acknowledge and agree to each term and condition of this Promissory Note by handwriting or electronically affixing my initials on each of the pages of the Promissory Note and by handwriting or electronically affixing my signature and requested information on the last page of this Promissory Note.

C. I acknowledge that the failure of LSC to exercise any right, remedy, power or privilege hereunder, or LSC's forbearance in exercising the same, shall not constitute a waiver, in whole or part, of any such right, remedy, power or privilege.

D. I hereby waive presentment for payment, demand, protest and notice of protest for non-payment.

E. I understand and agree that my participation in the first year of LRAP is based on my initial application and that, for participation for the second and third years of LRAP I must submit information demonstrating continued eligibility, consistent with the terms and conditions of the LRAP Program Description. I further understand that awards for the second and third year of LRAP are contingent on funds being available.

F. I agree to participate in any evaluation of the LSC LRAP. Evaluation activities may include the completion of surveys and participation in interviews.

Signature: _____ Date: _____

Printed Name: _____

Social Security Number: _____

Permanent Address: _____

_____

_____

Telephone Number: _____