

Borrower Certification and Authorization

I declare that the following is true and correct:

1. The information I have provided on this application is true, complete and correct to the best of my knowledge and belief, and is made in good faith.
2. The proceeds of this loan will be used only for expenses associated with the PACE program.
3. I understand that I am required to notify SC Student Loan Corporation (SCSLC) (or any subsequent holder of my loans) in writing if any of the following events occur before the loan is repaid: (a) I change my address; (b) I change my name (e.g., maiden to married); (c) I change my employer or my employer's address changes; or (d) I have any other change in status that would affect my loan status.
4. I acknowledge that this loan is subject to the limitations on dischargeability in bankruptcy contained in the provisions of United States Bankruptcy Code, including, but not limited to, 11 U.S.C. §523.
5. I authorize the lender or their agents to contact me regarding my loan(s) at the telephone number I have provided or which I provide in the future, even if that number is a cellular telephone number. I understand that automated telephone dialing equipment or an artificial pre-recorded voice message may be used.
6. I authorize SCSLC, or its agents, to investigate my credit record and report information concerning my loan status to proper persons and organizations.
7. I authorize the release of information pertinent to this loan (a) to the school and (b) to members of my immediate family unless I submit written directions otherwise; and (c) to other organizations to the extent permitted by law.

Agreement

1. I, the undersigned PACE Loan recipient, agree that I shall:

- (A) Teach on a full-time basis in South Carolina, in either a critical geographic area to be determined at the time of employment or in a critical subject area as indicated at the time of application, in a public preschool, elementary school or secondary school.
- (B) Provide SCSLC, as it requires, evidence of compliance with the above and requirements of Item 8.

2. I understand that I shall be eligible to have 20% of the above loan plus interest on the unpaid principal balance or \$3,000, whichever is greater, cancelled for each full year, or 10% or \$1,500, whichever is greater, for each complete term of teaching experience as defined by the State Board of Education in an area of critical need, up to a maximum of 100% of the amount of the loan plus the interest thereon. I understand that I shall be eligible to have 33 1/3% of the above loan plus interest on the unpaid principal balance or \$5,000, whichever is greater, cancelled for each full year, or 16 2/3% or \$2,500, whichever is greater, for each complete term of teaching experience when I simultaneously teach in both an academic critical need area and a geographic area of critical need as defined by the State Board of Education, up to a maximum of 100% of the amount of the loan plus the interest thereon. There will be no cancellation for partial terms.

3. I agree that if SCSLC determines that I have failed to meet the conditions described in Item 1, I shall:

- (A) Repay the amount of the loan(s) received plus any accrued interest, prorated according to the fraction of the teaching obligation not completed, as determined by SCSLC.
- (B) Pay all reasonable collection costs and attorney's fees as determined by SCSLC.
- (C) Pay a late charge of 5% of the unpaid amount, not to be less than \$7.40 or more than \$18.50, if a payment is more than 10 days late. These amounts will increase as allowed by Section 37-1-109, Code of Laws, South Carolina (1976).

4. I agree that if required by Item 3 to repay my loan, I shall:

- (A) Repay the loan in periodic installments during a repayment period that begins on the day of the final disbursement.
- (B) Make payments to SCSLC which cover principal, interest, collection costs and late charges according to a schedule established by SCSLC which calls for complete repayment in not more than ten (10) years from the beginning of the repayment period. This period will be extended by any period of forbearance granted to me as described in 4(C) below. Unless specifically authorized by SCSLC, the monthly installments shall be at a rate of not less than \$50 per month. I may accelerate repayment of the loan, in whole or in part, without penalty.
- (C) Upon request and agreement between myself and SCSLC, I may be granted a forbearance during which time regular payments do not have to be made. Interest that accrues during such a period, as agreed by both parties, may be paid by me or capitalized.

5. I agree that SCSLC shall capitalize any accrued unpaid interest at the time it establishes my repayment schedule.

6. I understand that SCSLC shall cancel my repayment obligation if it determines:

- (A) On the basis of a sworn affidavit of a qualified physician, I am unable to teach on a full-time basis because of an impairment that is expected to continue indefinitely or result in death.
- (B) On the basis of a death certificate or other evidence of death that is conclusive under State law, I have died.

7. I agree that, in order to cancel my obligation as described in Item 6, I or my estate must submit an Affidavit of Total and Permanent Disability, Death Certificate or other documentation required by SCSLC in order to render a determination.

8. I agree that to maintain eligibility under this program, I must be pursuing a course of study leading to certification as described by the SC Department of Education under the PACE program.

9. I accept the responsibility for contacting SCSLC to apprise SCSLC of any change to my name, address, educational or employment status.

10. I acknowledge and agree that, upon failure to make a scheduled payment of any installment hereunder, failure to make timely application for cancellation or forbearance of the loan, or noncompliance with the express purpose of the loan, the entire unpaid principal balance plus interest shall, at the option of the holder, become immediately due and payable.

11. I acknowledge and agree that failure by the holder to exercise any right hereunder with respect to any failure or breach of mine shall not constitute a waiver of the rights as to any subsequent breach or failure.

12. I hereby waive presentment, protest, notice of protest, demand, and notice of dishonor.

13. I understand that state funding is limited, and the amount of my loan is subject to change at any time. Furthermore, I understand that participants in the program may borrow up to \$750 per year, not to exceed a total maximum amount of \$5,000.