



**DEAL ONE LOAN & DEAL CONSOLIDATION LOAN**  
**BORROWER APPLICATION AND PROMISSORY NOTE**  
BANK OF NORTH DAKOTA  
STUDENT LOAN SERVICES  
SFN 58603 (07-2019)

For Lender Use Only

Approved <input type="checkbox"/>	Denied <input type="checkbox"/>	Initials	Date
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**WARNING:** Any person who knowingly makes a false statement or misrepresentation on this form is subject to criminal penalties.

**Before You Begin**

This loan application must be completed entirely or your loan request will be delayed. Print using a dark ink ballpoint pen or complete online at [bnd.nd.gov](http://bnd.nd.gov). This Borrower Application and Promissory Note is a legal document. This promissory note must be signed and dated by the applicant.  
**PAGES 1, 2, AND 3 MUST BE RETURNED TO BND FOR YOUR APPLICATION TO BE PROCESSED.**

**PLEASE MAIL OR FAX COMPLETED APPLICATION TO:**

**Bank of North Dakota (BND) PO Box 5509, Bismarck, ND 58506-5509 FAX: 701.328.5696  
800.472.2166 ext. 328.5660 800.366.6888 (TTY)**

**Section A. Borrower Information**

Last Name			First Name			Middle Initial			
Social Security Number		Date of Birth (mm/dd/yyyy)		Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No (You must be a U.S. Citizen to be eligible for this loan.)					
Permanent Street Address (If PO Box, you MUST <b>also</b> list your street address)				City		State		ZIP Code	
Home Telephone Number (if no home number, enter N/A) (      )				Cell Telephone Number (if no cell number, enter N/A) (      )					
Driver's License State and Number (if you have no license, enter N/A in State field) State:                  #:				Email Address (lender may communicate with you using this email address)					
Employer Name (If you are self-employed, provide details here along with any applicable information. If you are not employed, enter N/A.)									
Employer Street Address				City		State		ZIP Code	
Employer Telephone Number (      )				Position					
Are you applying with a cosigner? <input type="checkbox"/> Yes <input type="checkbox"/> No									
Consolidating Lender Name <b>Bank of North Dakota (BND)</b>				Lender Code <b>816386</b>					

**Section B. Reference Information**

References: You must provide three separate references that are friends or relatives with **different United States addresses** who have known you for at least three years. **Do not include individuals who live with you (except for a parent).** All information must be completed in full. If a reference does not have an email address nor does not wish to provide one, enter N/A. References must have at least one telephone number to be used as a reference.

Reference Name			Reference Name			Reference Name		
Street Address			Street Address			Street Address		
City	State	ZIP Code	City	State	ZIP Code	City	State	ZIP Code
Email Address			Email Address			Email Address		
Telephone Number (      )			Telephone Number (      )			Telephone Number (      )		
Relationship to Borrower			Relationship to Borrower			Relationship to Borrower		

Last Name		First Name	Middle Initial
Social Security Number			
<b>Section C. Education Loan Indebtedness — Loans You Want to Consolidate</b>			
List each educational loan, including any BND loans you want to consolidate. The information you need to complete in this section should be listed on a statement from your lender or on their website. <b>ONLY LIST THE EDUCATIONAL LOANS THAT YOU WANT TO CONSOLIDATE (REVIEW ELIGIBLE LOAN TYPES ON PAGE 4)</b>			
<b>Loan Holder</b> (This is the entity where you send your payments.) You must enter the full Name, Mailing Address and Telephone Number.	Loan Account Number	Interest Rate	Estimated Payoff Amount (includes principal, interest, fees and collection costs)
<b>This section is used for BND loans (review eligible loan types on page 4)</b>  <b>Loan Holder Name:</b> Bank of North Dakota <b>Address:</b> PO Box 5509 <b>City:</b> Bismarck <b>State:</b> ND <b>ZIP Code:</b> 58506-5509 <b>Telephone Number:</b> 800.472.2166 ext. 328.5660			
<b>Other Eligible Education Loans (review eligible loan types on page 4)</b> (If additional space is needed, print or copy this page and attach with completed application.)			
<b>Loan Holder Name:</b> _____			
<b>Address:</b> _____			
<b>City:</b> _____ <b>State:</b> ____ <b>ZIP Code:</b> _____			
<b>Telephone Number:</b> _____			
<b>Loan Holder Name:</b> _____			
<b>Address:</b> _____			
<b>City:</b> _____ <b>State:</b> ____ <b>ZIP Code:</b> _____			
<b>Telephone Number:</b> _____			
<b>Loan Holder Name:</b> _____			
<b>Address:</b> _____			
<b>City:</b> _____ <b>State:</b> ____ <b>ZIP Code:</b> _____			
<b>Telephone Number:</b> _____			
<b>Loan Holder Name:</b> _____			
<b>Address:</b> _____			
<b>City:</b> _____ <b>State:</b> ____ <b>ZIP Code:</b> _____			
<b>Telephone Number:</b> _____			

Last Name	First Name	Middle Initial
Social Security Number		
<b>Section D. Cosigner Requirements</b>		
A Cosigner Credit Application and Promissory Note must be completed if: <ul style="list-style-type: none"><li>You do not meet BND's credit criteria.</li></ul>		
<b>Section E. Borrower Certification and Authorizations</b>		
<b>Under penalty of perjury, I certify that:</b>		
<b>A.</b> All loans selected for consolidation were used only for educational purposes.		
<b>B.</b> I will notify my lender if any of the following events occur: <ul style="list-style-type: none"><li>I change my address, email address or any of my telephone numbers,</li><li>I change my name,</li><li>I change employers, or</li><li>I have any other change that would affect my ability to repay this loan.</li></ul>		
<b>I make the following authorizations and statements of understanding:</b>		
<b>A.</b> I understand the actual payoff amount(s) made by BND may be more or less than the estimated amount(s) I listed on this application. The actual payoff(s), made on my behalf, will include unpaid principal, interest and other costs as reported by my loan holder(s).		
<b>B.</b> I understand my loan(s) will not automatically be discharged in bankruptcy.		
<b>C.</b> I authorize the lender or their agents to investigate my credit record and to report information concerning this loan to persons and organizations permitted by law to receive this information. The status of this loan will be reported to consumer reporting agencies on a monthly basis until the loan is paid in full.		
<b>D.</b> I authorize BND to contact the loan holder(s) identified on this application to determine eligibility and/or payoff amounts for the loans I have selected for consolidation. I further authorize those loan holder(s) to release that information to BND.		
<b>E.</b> I authorize BND to send the loan payoffs directly to each loan holder of the loans I have listed on the prior page.		
<b>F.</b> If the amount BND pays to my loan holder(s) exceeds the amounts needed to pay off the balances of the selected loans, I understand the loan holder(s) may refund the excess to BND to be applied towards this loan. If the amounts BND pays to my loan holder(s) are less than the amounts needed to pay off the balances of the loans selected for consolidation, I am responsible to pay the remaining balances.		
<b>G.</b> I understand it is my responsibility to pay interest on the unpaid principal amount of the loan from the date BND disburses funds until the loan is paid in full. I am responsible to repay the entire principal amount, all accrued interest, late charges and collection costs.		
<b>H.</b> I authorize the release of information related to this loan by and amongst my schools, BND, SLND (the guarantor), subsequent loan holder(s) and their agents, and members of my immediate family unless I submit written directions otherwise.		
<b>I.</b> I authorize my lender, SLND, or their agents to: (i) make inquiries of my cosigner; (ii) make inquiries of my employer; (iii) release information and make inquiries to the persons I have listed on my loan application as references, for the purpose of learning my current address and telephone number; (iv) release information and make inquiries to my immediate family members unless I submit written directions otherwise.		
<b>J.</b> If necessary to service my account or collect amounts I owe, I authorize my lender or their agents to contact me at any number I provide or at any number they reasonably believe I can be reached. I authorize them to contact me by calling, texting or by email. I may be contacted by an automated dialer or through the use of prerecorded messages. I may be contacted on a mobile, wireless or similar device, even if I am charged for it. I also understand that calls may be monitored or recorded.		
<b>K.</b> I understand I have the right to NOT be contacted by email, by text or by an automated/prerecorded message if I notify my lender in writing that I prefer no contact using any one or all of those methods.		

**Review your Borrower Application and Promissory Note to ensure you have completed all sections.**

<b>Section F. Promissory Note (To be completed and signed by the borrower)</b>	
<b>PROMISE TO PAY</b>	
I promise to pay to the lender/holder all sums disbursed (hereinafter "loan") under the terms of this Promissory Note (hereinafter "Note") to pay off my prior loan obligations, plus interest and other charges and fees that may be due as provided in this Note. Unless I make interest payments, interest that accrues on my loan during any in-school, forbearance or deferment period may be added to the principal balance of my loan.	
If I fail to make a required payment when due I will pay a late fee. If I default on this loan, I will pay a collection fee up to the maximum amount allowed under the North Dakota Century Code section 15-62.1-07. All principal, outstanding interest, and fees must be repaid in full for this loan to be satisfied. I certify that all loans selected for consolidation were used only for educational purposes.	
I will not sign this Note before reading the entire Note, even if I am told not to read it. I am entitled to an exact copy of this entire Note. My signature certifies I have read, understand and agree to the terms and conditions of this Note. Under penalty of perjury, I certify the information provided on this DEAL One Loan & DEAL Consolidation Loan Borrower Application and Promissory Note is true, complete and accurate to the best of my knowledge.	
➔ Review the Fixed and Variable Rate Loan Application Disclosures included with this note before selecting your interest rate type.	
<b>I have reviewed the Fixed and Variable Rate Loan Application Disclosures and choose:</b>	
<input type="checkbox"/> <b>Fixed Interest Rate</b> (rate remains the same for the life of the loan)	
<input type="checkbox"/> <b>Variable Interest Rate</b> (rate will change throughout the life of the loan which could impact your monthly payment amount)	
A Loan Approval Disclosure will be provided to you by BND after the loan has been approved and will identify the terms related to your loan.	
<b>AUTHORIZATION:</b> I agree and allow Bank of North Dakota (BND) and its affiliates to contact me through mobile phone communications, to include text messages, email, etc., where available at the current or any future numbers that I provide; this includes my authorization for BND to provide telemarketing offers related to their products and or services in the same manner. Communication may include the use of automated telephone dialing equipment or artificial or prerecorded voice. I accept BND's contact with me, even if my provider may charge me for the delivery of such. I understand consent is not a requirement or condition of this application and I have the right to cancel this authorization with BND at any time and in any reasonable manner.	
<b>I UNDERSTAND THIS IS A LOAN THAT I MUST REPAY. YOU MUST SIGN AND DATE THIS PROMISSORY NOTE.</b>	
Borrower Signature	Date (mm/dd/yyyy)

**UNSUBSCRIBE/CANCEL:** You may withdraw your authorization for BND to provide telemarketing offers related to their products and or services through our secure website; or by calling us at 800.472.2166. ext. 328.5660 (toll free), 701.328.5660 (local), or 800.366.6888 (TTY); or by stopping at our office located at 1200 Memorial Hwy, Bismarck, ND.

## DEAL ONE LOAN & DEAL CONSOLIDATION LOAN BORROWER APPLICATION AND PROMISSORY NOTE (continued)

### Eligible Borrowers

You must be a U.S. citizen. All North Dakota (ND) residents are eligible for a DEAL One Loan. If you are not a ND resident, you must have an existing DEAL loan to qualify for a DEAL Consolidation loan.

### Eligible Loans

All eligible borrowers may consolidate any alternative loan that was used for educational purposes. ND residents may also include eligible federal loans. All loans must be in grace or repayment status and cannot be in default.

### Fixed and Variable Interest Rate Types

I must choose between a fixed or variable interest rate.

**If I choose a fixed rate**, the interest rate will be set on the day BND approves my loan and remains the same until my loan is paid in full.

**If I choose a variable rate**, all of the loans being consolidated (fixed or variable) will use the variable rate in effect on the date my application is approved. The interest rate will change as interest rates decrease or increase throughout the life of the loan which could impact your monthly payment amount.

### Administrative Fee and Interest Rates

When my application is approved, I will receive a Loan Approval Disclosure which will list my interest rate along with any administrative fees I may be charged. If I am charged an administrative fee, it will be added to the balance of my loan. Current interest rates and fees can be found at [bnd.nd.gov](http://bnd.nd.gov) or by calling 800.472.2166 ext. 328.5763.

### Credit Bureau Notification

Information concerning the amount, disbursement and repayment of my loan will be reported monthly to national consumer reporting agencies. My lender must provide a timely response to a request from any credit organization regarding objections I might raise with that organization about the accuracy and completeness of information.

### Repayment

I must repay the full amount of this loan, plus accrued interest. I will enter repayment immediately after this loan disburses. BND will provide me with a repayment schedule that identifies my payment amount and due date. Payments will be applied to interest, costs, or fees first and then to my principal balance. I may prepay any part of the unpaid balance on my loan at any time without penalty.

To release a cosigner from a loan, each of the following requirements must be met:

- I must be found creditworthy based on the credit criteria in effect at the time the request is made.
- The appropriate number of consecutive, regular on-time payments must have been made to BND.
  - For DEAL Consolidation or DEAL One Loans, 48 consecutive, regular on-time payments are required.
- A regular on-time payment is a payment received within 15 days of the due date while in repayment status. This does not include payments made during forbearance or deferment periods.
- The payment counter restarts if there is a period of reduced payments, deferment, forbearance or a payment is received more than 15 days past the due date.
- I must submit the DEAL Request for Release of Cosigner form.

### Loan Repayment Benefit

I may be eligible to receive a 0.25% interest rate reduction if I request and am approved to have my monthly payment withdrawn electronically from my bank account. This benefit may reduce my repayment term and the total amount of interest paid over the life of the loan. This benefit will be cancelled due to an NSF payment, if I request the withdrawal to be cancelled or at any time by BND. I must provide an additional request to regain this benefit. BND reserves the right to modify or discontinue this benefit.

### Late Charges

If I fail to make any part of an installment payment within 15 days after the due date, my lender may assess a late fee not to exceed six percent of the unpaid portion of the installment or a maximum amount of \$15. There may be a charge on non-sufficient funds (NSF) payments as allowed under the North Dakota Century Code.

### Postponing or Reducing Payments

Under certain circumstances, I may be able to postpone or reduce the payments on my loan if I request and provide evidence that verifies my eligibility.

My lender is not required to postpone or reduce my monthly payment. If my lender agrees to postpone my monthly payment(s), interest on my loan will continue to accrue. Although I am not required to make payments during these periods, it is to my advantage and I am encouraged to make payments during this time. By making payments, or by paying some of the interest, it will reduce the total amount I will pay over the life of the loan. Interest not paid will be added to my principal balance through capitalization when my loan enters repayment.

### Loan Cancellation

I understand my loan debt may be cancelled if I die or if I become permanently and totally disabled. My request for cancellation based on a permanent and total disability may not be approved if the condition existed before I applied for this loan. My lender will determine what documentation must be provided to apply for loan cancellation.

### Sale or Transfer

I consent to the sale or transfer of my loan. If ownership of my loan is transferred, I will be notified of the contact information for the new loan holder of my loan, if the address where I make my payments changes. A sale or transfer will not affect my rights and responsibilities.

### Acceleration and Default

At the option of the lender, the entire unpaid balance will become due and payable when I make a false statement that results in my receiving a loan for which I am not eligible, or I default on the loan. Default occurs when any of the following events occur: I fail to pay the entire balance after the lender has demanded payment in full; or I fail to make monthly payments when due and my failure persists for at least 270 days; or I fail to comply with other terms of the loan and the lender reasonably concludes I no longer intend to honor my repayment obligation.

If I default, the guarantor may purchase my loan and capitalize all outstanding interest into a new principal balance. At the time of default, fees may be assessed up to the maximum amount allowed under the North Dakota Century Code. The new principal balance and collection fees will become immediately due and payable.

My default will be reported to national consumer reporting agencies and will significantly and adversely affect my credit history. Defaulting shall have additional adverse consequences and may result in any or all of the following: loss of state income tax refunds, loss of state lottery prizes, legal action, assessment of collection charges, loss of professional license and loss of eligibility for deferments and forbearances.

### Governing Law and Notices

This Note is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this Note must be adjudicated exclusively in the state District Court of Burleigh County, North Dakota. Any notice required to be given to me will be effective if mailed by first class mail to the latest address I have provided to the loan holder of this Note, or if the lender reasonably determines that this address is no longer my address, to the latest address secured by the lender or other reliable source. Failure by the lender to enforce or insist on compliance with any term on this Note shall not be a waiver of any right of the lender. No provision of this Note may be modified or waived, except in writing. If any provision of this Note is determined to be unenforceable, the remaining provisions shall remain in force.

### Important Information about Procedures for Opening a New Account

To help the federal government fight the funding of terrorism and money laundering activities, Section 326 of the USA PATRIOT Act<sup>1</sup> requires all financial institutions to obtain, verify and record information that identifies each person who opens an account (checking, savings, certificates of deposit, loans, safekeeping services, trust services, etc.). What this means for you:

- When you open an account or request certain services, we will ask for your name, address, date of birth, identification number such as your Social Security Number or Tax Identification Number, and other information that will allow us to identify you.
- We may also ask to see your driver's license or other identifying documents.

The principal purpose and routine use of this information are to verify your identity, provide for the servicing of your account or loan, including communications with consumer reporting agencies, and in the event it is necessary, to locate you and collect on your loan(s). Providing any requested information is mandatory in order to open the account or receive the requested service. We will not be able to open your account or grant the service if the requested information is not provided.

In all cases, protection of our customers' identity and confidentiality is the Bank's pledge to you.

<sup>1</sup> This notice also satisfies our obligations under the Privacy Act of 1974.

### MILITARY LENDING ACT

**Federal law provides important protections to regular or reserve members of the Army, Navy, Marine Corps, Air Force or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer, and their dependents. Members of the Armed Forces and their dependents may be able to obtain financial assistance from Army Emergency Relief, Navy and Marine Corps Relief Society, the Air Force Aid Society, or Coast Guard Mutual Aid. Members of the Armed Forces and their dependents may request free legal advice regarding an application for credit from a service legal assistance office or financial counseling from a consumer credit counselor.**

**To receive a verbal disclosure of this benefit and information about repayment estimates, please call 844.497.8579.**

**Bank of North Dakota**  
PO Box 5509  
Bismarck, ND 58506-5509  
800.472.2166 ext. 328.5660

## Loan Interest Rate (Fixed) & Fees

Your **starting interest rate** will be between

**3.39%** and **4.39%**

For loans approved 07/01/2020 – 09/30/2020

### Your Starting Interest Rate (upon approval)

The starting interest rate you pay will be determined when your loan is approved. It will be based upon your state of legal residence. If approved, we will notify you of your starting rate. For more information, see Reference Notes.

### Your Interest Rate During the Life of the Loan

**Your rate is fixed.** This means that your rate will be set on the day the loan is approved and remains the same until the loan is paid in full. The fixed rate is based upon the Federal Home Loan Bank (FHLB) 10-Year Advanced Rate. For more information on this rate, see Reference Notes.

Loans approved 07/01/2020 through 09/30/2020 will **never exceed 4.39%.**

### Loan Fees

**Administrative Fee:** Up to 3.75% of the total loan amount. BND may pay the fee for North Dakota residents.

**Late Charge:** 6 percent of the unpaid portion of the installment or a maximum amount of \$15.

**Non-Sufficient Funds (NSF):** \$25.

## Loan Cost Examples

Repayment Option	Amount Financed (amount provided directly to your loan holders)	Interest Rate (highest possible starting rate)	Loan Term (how long you have to pay off the loan)	Total Paid Over Life of the Loan (includes associated fees)
<b>MAKE FULL PAYMENTS</b> Principal and interest payments.	\$10,000	4.39%	10 years	<b>\$12,837.60</b>
<b>MAKE FULL PAYMENTS</b> Principal and interest payments.	\$30,000	4.39%	25 years	<b>\$51,321.00</b>

### About these examples

These repayment examples are based on the **highest starting rate currently charged** and the administrative fee. The total amount you will pay for these loans will vary depending the term you receive, which varies based on the balance you refinance. The minimum term can vary but will be based on a minimum \$50 per month payment or a 10-year term. The maximum term you could receive is 25 years.

## Next Step

### To Apply for this Loan, Complete the Application

An Approval Disclosure will be provided to you by BND after you have completed the application process and your loan has been approved. The Approval Disclosure will identify the loan terms in effect at the time and will be available for 45 days (terms will not change during this period, except as permitted by law).

SEE BACK OF PAGE

## REFERENCE NOTES

### Fixed Interest Rate

- The interest rate for a fixed interest rate loan will be set on the day the loan is approved and remains the same until the loan is paid in full. The current fixed interest rates are calculated using the Federal Home Loan Bank (FHLB) 10-Year Advanced Rate, as posted by the Federal Home Loan Bank – Des Moines, and adding a margin of 2% or 3% dependent upon your state of legal residence. The fixed interest rate is set on the 15th, or proceeding business day, in the months of March, June, September and December, and is effective on the 1st of the following month.

### Eligibility Criteria

#### Borrower

- Non-North Dakota residents must have an existing DEAL loan to consolidate DEAL and non-DEAL alternative education loans.
- Loans must be in a status of grace or repayment (repayment includes loans in deferment and forbearance).
- You must be at least 16 years of age.
- You must be a U.S. citizen.
- You must not be delinquent or in default on a student loan.
- You and/or your cosigner's credit will be evaluated to determine if the application can be approved.

### Loan Repayment Benefit

- You may be eligible to receive a 0.25% interest rate reduction if you request and are approved to have your monthly payment withdrawn electronically from your bank account. This benefit may reduce your repayment term and the total amount of interest paid over the life of the loan. This benefit will be canceled due to an NSF payment, if you request the withdrawal to be canceled or at any time by BND. You must provide an additional request to regain this benefit. BND reserves the right to modify or discontinue this benefit.

### Cosigners

- Creditworthy cosigner is required if you do not meet BND's credit criteria.
- Cosigner must be a U.S. citizen.
- Cosigner must be at least 18 years of age.
- Cosigner must not be delinquent or in default on a student loan.

### Bankruptcy Limitations

- If you file for bankruptcy, you may still be required to pay back the loan.

**See your application and promissory note for more information about interest rates, loan eligibility, repayment, deferment and forbearance options, default, consumer reporting notification and loan cancellation. This information is also available on our website at [bnd.nd.gov](http://bnd.nd.gov).**

**Bank of North Dakota**  
PO Box 5509  
Bismarck, ND 58506-5509  
800.472.2166 ext. 328.5660

## Loan Interest Rate (Variable) & Fees

Your **starting interest rate** will be between

**1.80%**

and

**2.80%**

After the starting rate is set, your rate will then vary with the market.

### Your Starting Interest Rate (upon approval)

The starting interest rate you pay will be determined when your loan is approved. It will be based upon your state of legal residence. If approved, we will notify you of your starting rate. For more information, see Reference notes.

### Your Interest Rate During the Life of the Loan

**Your rate is variable.** This means that your rate could move higher or lower than the rates on this form. The variable rate is based upon the 3-month London Interbank Offered Rate (LIBOR) as posted by Bloomberg. For more information on this rate, see Reference Notes.

Although the rate will vary after you are approved, it will **never exceed 10%** (the maximum allowable for this loan).

## Loan Fees

**Administrative Fee:** Up to 3.75% of the total loan amount. BND may pay the fee for North Dakota residents.

**Late Charge:** 6 percent of the unpaid portion of the installment or a maximum amount of \$15.

**Non-Sufficient Funds (NSF):** \$25.

## Loan Cost Examples

Repayment Option	Amount Financed (amount provided directly to your loan holders)	Interest Rate (highest possible starting rate)	Loan Term (how long you have to pay off the loan)	Total Paid Over Life of the Loan (includes associated fees)
<b>MAKE FULL PAYMENTS</b> Principal and interest payments.	\$10,000	2.80%	10 years	<b>\$11,907.60</b>
<b>MAKE FULL PAYMENTS</b> Principal and interest payments.	\$30,000	2.80%	25 years	<b>\$43,314.00</b>

### About these examples

These repayment examples are based on the **highest starting rate currently charged** and the administrative fee. The total amount you will pay for these loans will vary depending the term you receive, which varies based on the balance you refinance. The minimum term can vary but will be based on a minimum \$50 per month payment or a 10-year term. The maximum term you could receive is 25 years.

## Next Step

### To Apply for this Loan, Complete the Application

An Approval Disclosure will be provided to you by BND after you have completed the application process and your loan has been approved. The Approval Disclosure will identify the loan terms in effect at the time and will be available for 45 days (terms will not change during this period, except as permitted by law and the variable interest rate may change based on the market).

## REFERENCE NOTES

### Variable Interest Rate

- Your rate is variable. This means that your rate could be higher or lower than the rates on this form. The current variable interest rates are calculated using the 3-month London Interbank Offered Rate (LIBOR), as posted on Bloomberg L.P page BTMM USD, and adding a margin of 1.50% or 2.50% dependent upon your state of legal residence. The variable interest rate changes every three months and is set on the 15th, or proceeding business day, in the months of March, June, September and December, and is effective on the 1st of the following month. Your rate can never exceed 10%. In response to concerns about the reliability of LIBOR as a market index, the Financial Stability Oversight Council and Financial Stability Board (FSB) called for the development of alternative interest rate benchmarks to replace LIBOR. These talks lead to the creation of the Alternative Reference Rates Committee (ARRC) to identify an alternative reference rate for LIBOR. It is our understanding that the resulting benchmark rate and spread will replicate the current rate of your existing note. We anticipate that the new reference rate will become effective after December 2021. We want you to be aware of these potential changes and will continue to keep you informed of any other changes as they are recommended and adopted by the ARRC.
- For North Dakota residents only, your interest rate will not increase more than 1% annually starting on the date your loan is made. The annual maximum rate is reset each year on the anniversary of the date your loan was made and is based on the rate in effect on the last day of the current 12-month period. Assuming your interest rate is 2.65% on the last day of the current 12-month period, the maximum rate for the following 12-month period is reset at 3.65%.
- If the interest rate increases, your monthly payments may be higher.

### Eligibility Criteria

#### Borrower

- Non-North Dakota residents must have an existing DEAL loan to consolidate DEAL and non-DEAL alternative education loans.
- Loans must be in a status of grace or repayment (repayment includes loans in deferment and forbearance).
- You must be at least 16 years of age.
- You must be a U.S. citizen.
- You must not be delinquent or in default on a student loan.
- You and/or your cosigner's credit will be evaluated to determine if the application can be approved.

### Loan Repayment Benefit

- You may be eligible to receive a 0.25% interest rate reduction if you request and are approved to have your monthly payment withdrawn electronically from your bank account. This benefit may reduce your repayment term and the total amount of interest paid over the life of the loan. This benefit will be canceled due to an NSF payment, if you request the withdrawal to be canceled or at any time by BND. You must provide an additional request to regain this benefit. BND reserves the right to modify or discontinue this benefit.

### Cosigners

- Creditworthy cosigner is required if you do not meet BND's credit criteria.
- Cosigner must be a U.S. citizen.
- Cosigner must be at least 18 years of age.
- Cosigner must not be delinquent or in default on a student loan.

### Bankruptcy Limitations

- If you file for bankruptcy, you may still be required to pay back the loan.

**See your application and promissory note for more information about interest rates, loan eligibility, repayment, deferment and forbearance options, default, consumer reporting notification and loan cancellation. This information is also available on our website at [bnd.nd.gov](http://bnd.nd.gov).**



## FACTS

### WHAT DOES Bank of North Dakota DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- account balances and transaction history
- account transactions and credit history

When you are no longer our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank of North Dakota chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does the Bank of North Dakota share?	Can you limit this sharing?
<b>For our everyday business purposes -</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.	Yes	No
<b>For our marketing purposes -</b> to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your transactions and experiences.	No	We don't share
<b>For our affiliates' everyday business purposes -</b> information about your creditworthiness.	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

#### Questions?

Call 1-800-472-2166 or go to [www.bnd.nd.gov](http://www.bnd.nd.gov)

Who we are

Who is providing this notice?	Bank of North Dakota (BND) Student Loans of North Dakota (SLND), as administered by the BND
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What we do

How does Bank of North Dakota protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Bank of North Dakota collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"><li>■ open an account or apply for a loan</li><li>■ make a wire transfer or show your government issued ID</li><li>■ make deposits or withdrawals from your account.</li></ul> We also collect your personal information from credit bureaus.
Why can't I limit all sharing?	Federal law gives you the right to limit only: <ul style="list-style-type: none"><li>■ sharing for affiliates' everyday business purposes - information about your creditworthiness</li><li>■ affiliates from using your information to market to you</li><li>■ sharing for nonaffiliates to market to you</li></ul> State law and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>■ <i>Bank of North Dakota has no affiliates.</i></li></ul>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"><li>■ <i>Bank of North Dakota does not share with nonaffiliates so they can market to you.</i></li></ul>
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"><li>■ <i>Bank of North Dakota does not jointly market.</i></li></ul>

Other important information



## AUTHORIZATION FOR RELEASE OF STUDENT LOAN INFORMATION

BANK OF NORTH DAKOTA  
STUDENT LOAN SERVICES  
SFN 60501 (12-2016)

A borrower must authorize the release of student loan information when requesting loans from another student loan lender to be included in Bank of North Dakota's (BND) Consolidation Loan Program.

This form must be completed and will be sent to any Holder or Servicer you identify in your loan application in order to gather the necessary data to confirm eligibility and receive pay-off amounts.

Section 326 of the USA PATRIOT Act<sup>1</sup> requires us to ask for your Social Security Number. The principal purpose and routine uses of this information are to verify your identity, provide for the servicing of your account or loan, including communications with consumer reporting agencies, and in the event it is necessary, to locate you and collect on your loan(s). Providing any requested information is mandatory in order to receive the requested service. We may not be able to grant the service if the requested information is not provided.

<sup>1</sup> This notice also satisfies our obligations under the Privacy Act of 1974.

### PLEASE PRINT

Borrower Name		Social Security Number	
Address			
City	State	ZIP Code	

I authorize BND Student Loan Services to contact my Holder(s) or Servicer(s) of the loan(s) I have chosen to include in my Consolidation Loan Application.

I authorize the Holder or Servicer of my student loan(s) to release information to BND to determine if my loan(s) are eligible for consolidation under North Dakota's state-sponsored DEAL Consolidation Loan Program.

In addition, I request the Holder or Servicer of my loan(s) provide the payoff amounts for any alternative educational and/or federal student loan(s) they hold, along with any other loan information requested by BND within 14 days of receipt.

Borrower Signature	Date (mm/dd/yyyy)
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### Borrower must return signed form by email, fax or mail to:

Email: [bnddealforms@nd.gov](mailto:bnddealforms@nd.gov)

Fax: 701-328-5696

Bank of North Dakota  
Student Loans  
Attn: New Loans  
PO Box 5509  
Bismarck, ND 58506-5509

### If you have any questions:

800.472.2166 ext. 328.5660

701.328.5660

TTY: 800.366.6888

[bndser@nd.gov](mailto:bndser@nd.gov)

[bnd.nd.gov](http://bnd.nd.gov)