

NAME	SSN	FIRST DISBURSEMENT DATE
LOAN TYPE	LOAN AMOUNT	

## Reimbursement and Indemnity Agreement

For the benefit of Great Lakes Higher Education Guaranty Corporation, United Student Aid Funds, Inc. and/or Northwest Education Loan Association ("Guarantor(s)"), \_\_\_\_\_ ("Lender") hereby agrees as follows:

1. Under the terms of that certain Lender Agreement for Guarantee of Student Loans with Federal Reinsurance between the applicable Guarantor(s) and Lender (the "Lender Agreement"), the applicable Guarantor(s) has agreed to purchase from Lender that certain eligible student loan listed above.
2. Pursuant to the terms of various agreements ("Reinsurance Agreements") between the applicable Guarantor(s) and the United States Secretary of Education (the "Secretary"), the applicable Guarantor(s) may apply to the Secretary of Education for reimbursement of certain amounts paid by the applicable Guarantor(s) to Lender to purchase the loan listed above.
3. The applicable Guarantor(s) has indicated that the examination of the loan listed above suggests that for one or more of the following specified reasons attributable to Lender to wit:
  - o a. The promissory note representing the loan listed is not in a proper form or is illegible,
  - o b. There is no promissory note,
  - o c. There is no signature on the promissory note,
  - o d. There are alterations to the promissory note,
  - o e. There is a Paid or Cancel stamp on the promissory note,
  - o f. The loan amount requested on the note has been altered or is less than the amount guaranteed,
  - o g. The promissory note is lost or has been destroyed,

or for other reasons attributable to Lender which may be subsequently discovered in the collection process, the applicable Guarantor(s) or the Secretary may hereafter determine that the loan listed above is not entitled to the insurance provided for by the Lender Agreement and the reinsurance provided for by the Reinsurance Agreements thus entitling the applicable Guarantor(s) to reimbursement for the amount paid by the applicable Guarantor(s) to Lender for such loan and requiring repayment of sums paid by the Secretary to the applicable Guarantor(s) pursuant to the Reinsurance Agreements.

4. Lender has made a diligent search but has failed to locate a valid promissory note.

NOW THEREFORE, in consideration of Purchase of the loan listed above by the applicable Guarantor(s) and other good and valuable consideration, the Lender agrees that in the event that the applicable Guarantor(s) or the Secretary subsequently determine that for any of the reasons set forth in Paragraph 3 above the loan listed above is not entitled to the benefits of the Lender Agreement and the Reinsurance Agreements the Lender agrees to reimburse and indemnify the applicable Guarantor(s) in full for the sum or sums paid to Lender by that applicable Guarantor(s) in respect of any such loan together with any other amounts which shall be due as a consequence of any liability incurred by said Guarantor(s) to the Secretary under the Reinsurance Agreements. Further, Lender agrees to reimburse and indemnify said Guarantor(s) from any loss, damage or expenses, including reasonable attorneys' fees, arising from Lender's inability to produce a valid promissory note.

IN WITNESS WHEREOF, the Agent has executed this Reimbursement and Indemnity Agreement for Lender this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Lender:**

BY	TITLE
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