

WHITNEY BENEFITS, INC.
STUDENT LOAN PROGRAM
TERMS AND CONDITIONS

The undersigned agree and acknowledge that any loan received by the Student from Whitney Benefits, Inc. (hereinafter termed Whitney) is subject to the following terms and conditions:

1. **RESPONSIBILITY OF THE STUDENT:** The cost of education is the responsibility of the Student. Subject to the availability of funds and the demand for those funds, Whitney may make loans to help eligible students pay educational expenses.
2. **STUDENTS WITH FINANCIAL QUALIFICATIONS:** Whitney has the authority to approve or deny any Student Loan Application for any reason in its sole discretion.
3. **LOANS; NOT SCHOLARSHIPS OR GRANTS:** Whitney does not award scholarships or grants. Whitney makes loans which must be repaid according to their terms.
4. **AGE:** Whitney will not grant a loan to a student under age 18 without approval of the Whitney Board of Trustees ("Board").
5. **ELIGIBILITY:** All applicants must:
 - a. Be a graduate of a Sheridan/Johnson County High School, or
 - b. Have obtained a GED from a Sheridan/Johnson County High School or Sheridan College, and must have scored at least 410 on each test and a standard score average of at least 2250, with a Battery Average of 450, or
 - c. Be an individual who has had at least seven years of continuous residency in Sheridan or Johnson County immediately prior to applying for a loan.
6. **MINIMUM GRADES AND CREDIT HOURS:**
 - a. Applicants who are 18-24 years:
 1. Must have a 2.5 cumulative grade point average from high school or
 2. A 2.25 cumulative grade point average from college.
 - b. Applicants who are 25 years and older:
 1. Must have a 2.0 cumulative grade point average from high school or
 2. A 2.25 cumulative grade point average from college.
 - c. Once a loan has been granted, Whitney will issue the Student a check before each semester, quarter, or

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trimester (any of which may be described as a "term" herein). To receive a check, the Student must first provide Whitney with an official transcript or grade report verifying that the Student has earned at least 12 credit hours and a 2.25 grade point average in the preceding term; there are no exceptions to this requirement.

7. **INCOME REQUIREMENTS:** In order for a student to be eligible for a loan from Whitney, the total adjusted gross income of the Student's parents must be less than \$200,000 as of the date the Student applies for the loan. "Adjusted gross income" shall have the definition set forth in Internal Revenue Code Section 62. However, the income of parents of the following students will not be considered in determining whether the adjusted gross income limit is exceeded:
1. Married students, however, the adjusted gross income of their spouse will then be included in determining if the adjusted gross income limit is exceeded.
 2. Students in the military.
 3. Students who are 25 and over.
 4. Students in graduate school.

At the time of submitting the application, the student must provide Whitney with the portions of the federal income tax returns of all persons whose adjusted gross income is to be considered in determining the adjusted gross income limit, which portions must disclose the adjusted gross income of the parties, and submit such other documents as Whitney may request in order for Whitney to make a determination as to whether the adjusted gross income limitation has been exceeded.

8. **DISCLOSURES:** Whitney will not make loans to students who have already received a Dodd and Dorothy L. Bryan Foundation ("Bryan Foundation") loan, a B.F. and Rose H. Perkins Foundation ("Perkins Foundation") loan, have an active Daniels Fund grant, a Homer and Mildred Scott Foundation ("Scott Foundation") Student Loan Fund, or a loan from another local private foundation. The Student and the Co-Borrowers consent to Whitney obtaining information from the above described foundations to determine if the student has received such a loan or grant. It is Whitney's policy to disclose to the Bryan

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Foundation, the Perkins Foundation, the Daniels Fund, and the Scott Foundation and any school which the student attends the name of the Student and the amount loaned. Students must disclose if they are receiving other sources of funding.

9. **HOMER AND MILDRED SCOTT FOUNDATION STUDENT LOAN FUND:**

Whitney Benefits will not make a student loan during the same school year (from June of one calendar year through May of the subsequent calendar year) when that student has obtained or will obtain a Homer and Mildred Scott Foundation Student Loan for that school year. However, Whitney Benefits may, at its discretion, extend a partial student loan to a student who graduates from Sheridan College in a school year and begins studies at another college in the same school year.

10. **CHARACTER OF STUDENT:** The following applicants may not be eligible for a Whitney Loan:

- a. Those who have pleaded guilty or nolo contendere to a felony or high misdemeanor;
- b. Those who have been convicted of a felony or high misdemeanor;
- c. Those who have been expelled from school.

11. **ELIGIBILITY RESTRICTIONS:** A loan applicant who is defined as "Disqualified Person" under Internal Revenue Code Section 4946(a) is ineligible to receive a Whitney loan. A loan applicant who is a spouse, child, sibling or parent of any trustee, officer or employee of Whitney is ineligible to receive a Whitney Loan.

12. **SCHOOLS:** The student may attend any academic or vocational educational organization described in Internal Revenue Code Section 170(b)(1)(A)(ii). Students who plan to attend vocational, undergraduate, graduate, and professional schools may be eligible.

13. **DURATION OF LOAN:** Whitney may grant loans for up to five years.

14. **AMOUNT OF LOAN:** Unless otherwise approved by the Board of Trustees of Whitney ("Board"), the amount which any student may borrow is as follows:

- a. **ANNUAL LIMIT:** The Board shall establish an annual limit which shall be the most that any student can borrow for the

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academic year for which the limit is established without special approval from the Board. The Board shall consider the limit annually at their December meeting.

b. **AMOUNT OF LOAN FOR UNDERGRADUATE SCHOOL:** The loan to a qualifying student for undergraduate education shall be advanced each term during the student's undergraduate education in an amount equal to the loan made to the student, not to exceed the annual limit for the year of the advance, divided by the number of terms for the academic year at the school or college which will be attended by the student. In no event shall the total amount loaned to the student for the student's undergraduate studies shall not exceed \$24,000 without Board approval as provided in paragraph 15.d.

c. **AMOUNT OF LOAN FOR GRADUATE OR PROFESSIONAL SCHOOL:** If approved by Whitney, qualifying students may borrow, in addition, to the amount borrowed for undergraduate education, an amount not to exceed \$16,000 for graduate or professional school studies. If the Student has not borrowed the full amount which would have been available to the student for undergraduate school under paragraph 15.b. above, or has repaid a portion of the loan for undergraduate education, the student may borrow that amount in addition to the \$16,000 available for graduate or professional school studies. The loan for graduate or professional school studies shall be advanced each term during the student's studies in an amount equal to the loan made to the student, not to exceed the annual limit for the year of disbursement, divided by the number of terms at the graduate or professional school attended by the student. The total amount loaned to the student for the student's graduate or professional studies shall not exceed \$16,000 without Board approval as provided in paragraph 15.d.

d. **APPLICATION FOR EXCEPTIONS:** Any Student applying for an exception to the loan limits set forth above, must provide Whitney with a written plan showing why the additional expenditures are justified, showing what the Student's increased earning potential is (including documentation supporting such claim), and indicating how the loan will be repaid if the Student is not successful in obtaining the increased income for any reason. If the Student is applying for an exception for a program of study that is not available

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at an educational institution in Wyoming, the Student must document that fact. Print-out of web sites for Wyoming educational institutions showing the lack of such program, and the web address for the site may be acceptable documentation.

e. **STUDENT LOAN LIFETIME LIMIT:** All past and present students are limited to a \$40,000 lifetime credit limit. Students may not pay down their loans and then re-borrow. It is not a revolving line of credit.

15. **CO-BORROWERS:** The Student and at least two other adults who demonstrate the financial ability to repay the loan ("Co-Borrowers") must sign appropriate documents agreeing to repay the loan. Those who agree to repay the loan will be jointly and severally liable. Co-Borrowers may sign only for one student borrowing from Whitney, other than for his or her own children or stepchildren. If one of the Student's parents is deceased, then Whitney may waive the requirement for two adults to sign as Co-Borrowers.
16. **AUTHORITY TO RELEASE FINANCIAL INFORMATION:** By filing a Student Loan Application with Whitney, the Student and the Co-Borrowers agree to execute an appropriate release (in the form attached hereto) authorizing the Student's educational institution to furnish Whitney with information pertaining to any and all financial aid that the Student may receive from any source.
17. **RIGHT TO CHANGE THE TERMS AND CONDITIONS:** Whitney will not change the terms and conditions of a loan once it has been granted. However, Whitney has the right to change the terms and conditions before other loans are granted to the Student or before loans are granted to other students.
18. **AUTHORITY TO REQUEST A CONSUMER (CREDIT) REPORT:** By filing a Student Loan Application with Whitney, the Student and the Co-Borrowers consent and agree that Whitney may, in its sole and absolute discretion, request a consumer (credit) report on each of those who agree to repay the loan. The cost of obtaining the reports will be paid by Whitney.
19. **EXECUTION OF LOAN DOCUMENTS:** If Whitney agrees to loan the Student money, the Student and the Co-Borrowers agree to sign

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all of the Loan Documents in the Whitney Office in Sheridan, Wyoming.

20. **USE OF MONEY:** All money loaned by Whitney shall be used solely for the purposes of study at an educational organization described in Internal Revenue Code Section 170 (b) (A) (ii) which has been approved by Whitney, and if all or part of the money is not so used, Whitney shall withhold any additional funds which would otherwise be loaned or advanced to the student.