

**POLICIES AND PROCEDURES APPLICABLE  
TO THE TREASURY DIVISION,  
DEPARTMENT OF REVENUE,  
STATE OF ALASKA**



**APPENDIX BL**

**Promissory Note between the State of Alaska and Alaska Student Loan Corporation  
(ASLC)**

## PROMISSORY NOTE

<b>Dated:</b> July 17, 2009	<b>Interest Rate:</b> Variable (Annually Reset)	<b>Principal Amount:</b> See Schedule I	<b>Maturity:</b> July 17, 2013
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FOR VALUE RECEIVED, the undersigned, Alaska Student Loan Corporation ("ASLC"), a public corporation and governmental instrumentality within the State of Alaska, promises to pay to the order of the Department of Revenue, on behalf of the State of Alaska (the "Lender"), the principal sum of One-Hundred Million and No/100s Dollars (\$100,000,000.00), or such lesser amount as may be drawn, as indicated on Schedule I attached hereto and made a part hereof. Interest on this note is payable January 15, 2010, and thereafter semi-annually on the 15th day of July and January. Installments of interest shall be equal to the amount of the accrued and unpaid interest due through December 31, and June 30, respectively; and on July 17, 2013, a final installment of all accrued and unpaid interest, principal and any other charges then due and payable under the terms of the Loan Agreement or the Trust Agreement. Interest on the principal amount disbursed shall be an annually reset variable rate of interest equal to the most recent rolling five-year average return on the State's general fund. The initial interest rate commencing upon the first draw shall be 4.29%. The interest rate shall be reset the 1st day of each July, beginning July 1, 2010, for the then current fiscal year (July 1 to June 30). Interest on the Loan shall be computed on the unpaid principal balance which exists from time to time and shall be computed with respect to each draw only from the date of such draw on the basis of the actual number of days the principal balance is outstanding and the actual number of days in the year. In no event shall the interest rate on the Loan exceed the maximum rate permitted by Alaska law.

Payment of principal shall, if not sooner paid, be due and payable on July 17, 2013.

The principal of, and interest on, this Note are payable in US Dollars or other immediately available funds on the date when payments are required to be made under the Note at the office of Lender. This Note may be sold or transferred by the Lender.

Principal installments and interest unpaid at the maturity thereof, whether at fixed maturity, upon date fixed for prepayment or by acceleration of maturity, shall bear interest, to the extent legally enforceable until paid, at the rate per annum provided prior to maturity for interest on the principal installment with respect to which payment is overdue.

This Note constitutes the Note issued under and secured by a Loan Agreement dated as of July 17, 2009 ("Agreement"), made by ASLC and the Lender, to which reference is hereby made for a statement of the terms and conditions on which the loan evidenced hereby was made, for a description of the circumstances under which there shall be credits allowed against the installments of principal and interest on this Note, and for a description of the terms and conditions upon which this Note may be prepaid, in whole or in part, or its maturity accelerated.

If this Note, after default, is placed in the hands of an attorney for collection, ASLC will be obligated to pay the owner hereof a reasonable attorney's fee.

**Alaska Student Loan Corporation**

By:   
Diane Barrans, Executive Officer

**Acknowledgment**

The undersigned Commissioner of the Department of Revenue on behalf of the Lender hereby acknowledge that the Trustee shall safekeep this Note for the benefit of the Lender.

**State of Alaska, Department of Revenue,**  
on behalf of the Lender

By:   
Patrick Galvin, Commissioner

**Schedule I**

<b>Date of Draw (Payment)</b>	<b>Principal Amount of Draw (Payment)</b>
July __, 2009	
October __, 2009	
January __, 2010	
April __, 2010	
July __, 2010	
October __, 2010	
January __, 2011	
April __, 2011	
July __, 2011	