OFFERING MEMORANDUM

$446,800,000
ACCESS TO LOANS FOR LEARNING STUDENT LOAN CORPORATION
STUDENT LOAN BACKED NOTES, SERIES 2013-I

Consisting of

$435,800,000	$11,000,000
Senior Series A	**Subordinate Series B**
(Taxable LIBOR Floating Rate Notes)	**(Taxable LIBOR Floating Rate Notes)**

Access to Loans for Learning Student Loan Corporation (the "Corporation") is issuing $446,800,000 aggregate principal amount of Student Loan Backed Notes, Series 2013-I consisting of $435,800,000 Senior Series A (Taxable LIBOR Floating Rate Notes) (the "Series A Notes") and $11,000,000 Subordinate Series B (Taxable LIBOR Floating Rate Notes) (the "Series B Notes" and, together with the Series A Notes, the "Notes").

The Notes are being issued under an Indenture of Trust, dated as of December 1, 2013, (the "Indenture"), between the Corporation and Manufacturers and Traders Trust Company, as trustee (the "Trustee") and eligible lender trustee (an "Eligible Lender Trustee"). The Notes will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Notes. Individual purchases of the Notes will be made in book-entry-only form only. Purchasers of the Notes will not receive certificates representing their interest in their Series A Notes or Series B Notes purchased. So long as DTC is the registered owner of the Notes, payments of the principal of, and interest on the Notes will be made directly to DTC. Disbursements of such payments to DTC Participants is the responsibility of DTC and disbursements of such payments to the Beneficial Owners is the responsibility of DTC Participants and Indirect Participants. All distributions of principal on the Notes through DTC is to be treated by DTC, in accordance with its rules and procedures, as "Pro Rata Pass Through Distribution of Principal" within each Series. See "THE NOTES—Book-Entry-Only System" herein. The Notes shall be issued in denominations of $100,000 and any integral multiple of $1,000 in excess thereof. All capitalized terms not otherwise defined herein have the meanings as set forth in Appendix A attached to this Offering Memorandum. The following table summarizes certain aspects of the Notes and reference is made to the more complete description set forth in this Offering Memorandum.

Series	Interest Rate	Price to Public	Final Maturity Date	CUSIP†	Expected Ratings S&P/Fitch**
A	1-Month LIBOR plus 0.80%	98.663%	February 25, 2041	00434M AC1	AA+(sf)/AAAsf
B	1-Month LIBOR plus 3.00%^	103.641%	January 26, 2043	00434M AD9	Not Rated/Asf

† The above-referenced CUSIP numbers have been assigned by an independent company not affiliated with the parties to this Note transaction and are included solely for the convenience of the holders of the Notes. None of the Corporation, the Trustee or the Underwriter is responsible for the selection or use of such CUSIP numbers, and no representation is made as to its correctness on the Notes or as indicated above.

^ Subject to the Series B Interest Cap (as defined below).

** See the heading "RATINGS" herein.

UPON ISSUANCE, THE NOTES WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR ANY STATE SECURITIES LAW, AND WILL NOT BE LISTED ON ANY STOCK OR OTHER SECURITIES EXCHANGE. NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY OTHER FEDERAL, STATE OR OTHER GOVERNMENTAL ENTITY OR AGENCY WILL HAVE PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFERING MEMORANDUM OR APPROVED THE NOTES FOR SALE.

The Notes will receive monthly distributions of principal and interest on the 25th day (or the next Business Day if it is not a Business Day) of each calendar month (each, a "Monthly Distribution Date") as described in this Offering Memorandum, commencing on February 25, 2014; provided, however, that monthly distributions of interest for the Series B Notes will be subject to the Series B Interest Cap (as defined herein). Principal payments will be allocated, *first*, to the Series A Notes until paid in full and, *second*, to the Series B Notes until paid in full.

The Notes are being issued for the purpose of providing the Corporation with funds to retire certain outstanding bonds of the Corporation and are collateralized by cash on deposit in the Reserve Fund and Federal Family Education Loan ("FFEL") Program Loans which are guaranteed by authorized Guaranty Agencies (as described herein) and reinsured by the federal government pursuant to the FFEL Program under the Higher Education Act of 1965, as amended.

THE SERIES A NOTES ARE SECURED BY THE ASSETS HELD IN THE TRUST ESTATE ON A SENIOR BASIS TO THE SERIES B NOTES. Investors should consider carefully the risks of investing in the Notes, including those described under the caption "CERTAIN RISK FACTORS" in this Offering Memorandum.

This cover page contains certain information for quick reference only. Investors must read this entire Offering Memorandum to obtain information essential to the making of an informed investment decision.

THE NOTES ARE NONRECOURSE OBLIGATIONS PAYABLE BY THE CORPORATION SOLELY FROM THE ASSETS HELD IN THE TRUST ESTATE. THE NOTES DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CORPORATION. THE NOTES DO NOT CONSTITUTE OR GIVE RISE TO A PERSONAL OR PECUNIARY OBLIGATION OF THE INCORPORATORS, OFFICERS, EMPLOYEES, AGENTS OR DIRECTORS OF THE CORPORATION. The Notes are the only notes issued under the Indenture and no other notes may be issued under the terms of the Indenture. See "CHARACTERISTICS OF THE ELIGIBLE LOANS" and "CERTAIN RISK FACTORS."

The Notes are offered when, as and if issued and received by Morgan Stanley & Co. LLC (the "Underwriter"), subject to prior sale, withdrawal or modification of the offer without notice and to the approval of Ballard Spahr LLP, Salt Lake City, Utah, Note Counsel to the Corporation. Certain legal matters will be passed upon for the Corporation by its General Counsel. Certain legal matters will be passed upon for the Underwriter by Kutak Rock LLP. The Notes in definitive form are expected to be available for delivery through the facilities of DTC in New York, New York on or about December 18, 2013.

Morgan Stanley

December 13, 2013

No dealer, broker, salesperson or other person has been authorized by the Corporation to give any information or to make any representations with respect to the Notes, other than those contained in this Offering Memorandum and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Offering Memorandum does not constitute any offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Notes by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

Information set forth herein has been furnished by the Corporation and other sources that are believed to be reliable. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Offering Memorandum nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the parties referred to above or that the other information or opinions are correct as of any time subsequent to the date hereof.

The Underwriter has provided the following sentence for inclusion in this Offering Memorandum. The Underwriter has reviewed the information in this Offering Memorandum in accordance with, and as a part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information in this Offering Memorandum concerning DTC and DTC's book-entry-only system has been obtained from DTC, and the Corporation takes no responsibility for the accuracy thereof. Such information has not been independently verified by the Corporation, and the Corporation makes no representation as to the accuracy or completeness of such information.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFERING MEMORANDUM, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED TO BE A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFERING MEMORANDUM, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE OFFERING OF THE NOTES IS MADE ONLY BY MEANS OF THIS ENTIRE OFFERING MEMORANDUM.

IN CONNECTION WITH THE OFFERING OF THE NOTES, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

Upon issuance, the Notes will not be registered under the Securities Act of 1933 pursuant to Section 3(a)(4) thereof, as amended, and will not be listed on any stock or other securities exchange, nor has the Indenture been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions contained in such federal laws. In making an investment decision, investors must rely upon their own examination of the Notes and the security therefor, including an analysis of the risks involved. The Notes have not been recommended by any federal or state securities commission or regulatory authority. The registration, qualification or exemption of the Notes in accordance with applicable provisions of securities laws of the various jurisdictions in which the Notes have been registered, qualified or exempted cannot be regarded as a recommendation thereof. Neither such jurisdictions nor any of their agencies have passed upon the merits of the Notes or the adequacy, accuracy or completeness of this Offering Memorandum. Any representation to the contrary may be a criminal offense. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity has passed upon the accuracy or adequacy of this Offering Memorandum or approved the Notes for sale.

There follows in this Offering Memorandum certain information concerning the Corporation, together with descriptions of the terms of the Notes, certain documents related to the security for the Notes and certain applicable laws. All references herein to laws and documents are qualified in their entirety by reference to such laws, as in effect, and to each such document as such document has been or will be executed and delivered on or prior to the Date of Issuance of the Notes, and all references to the Notes are qualified in their entirety by reference to the definitive form thereof and the information with respect thereto contained in the Indenture. This Offering Memorandum is submitted in connection with the sale of the Notes referred to herein and may not be reproduced or used, in whole or in part, for any other purpose.

IRS CIRCULAR 230 NOTICE

TO ENSURE COMPLIANCE WITH INTERNAL REVENUE SERVICE CIRCULAR 230, THE NOTEHOLDERS ARE HEREBY NOTIFIED THAT: (I) ANY DISCUSSION OF U.S. FEDERAL TAX ISSUES IN THIS OFFERING MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY ANY NOTEHOLDER FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH NOTEHOLDER UNDER THE CODE; (II) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE NOTES OR MATTERS ADDRESSED IN THIS OFFERING MEMORANDUM; AND (III) NOTEHOLDERS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Offering Memorandum contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended. In some cases, investors can identify forward-looking statements by terminology such as "may," "will," "should," "could," "would," "expect," "plan," "anticipate," "believe," "estimate," "project," "predict," "intend," "potential," and the negative of such terms or other similar expressions.

The forward-looking statements reflect the Corporation's current expectations and views about future events. The forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the Corporation's actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Given these risks and uncertainties, investors should not place undue reliance on the forward-looking statements.

Investors should understand that the following factors, among other things, could cause the Corporation's results to differ materially from those expressed in forward-looking statements:

- changes in the general interest rate environment, which may increase the costs of financings or decrease the yield on student loans;
- losses from student loan defaults; and
- changes in prepayment rates and credit spreads.

Many of these risks and uncertainties are discussed in greater detail under the heading "CERTAIN RISK FACTORS."

Investors should read this Offering Memorandum and the documents that are referenced in this Offering Memorandum completely and with the understanding that the Corporation's actual future results may be materially different from what the Corporation expects. The Corporation may not update the

forward-looking statements, even though the Corporation's situation may change in the future, unless the Corporation has obligations under the federal securities laws to update and disclose material developments related to previously disclosed information. All of the forward-looking statements are qualified by these cautionary statements.

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SUMMARY STATEMENT

This Summary Statement is subject in all respects to more complete information contained in this Offering Memorandum and no conclusion should be drawn from the order of material or information presented in this Offering Memorandum. The offering to potential investors is made only by means of this entire Offering Memorandum. Investors should read the full description contained in this Offering Memorandum of the information summarized in this Summary Statement in order to understand all the terms of this offering.

Summary of Parties

Issuing Entity: Access to Loans for Learning Student Loan Corporation (the "Corporation") is a non-profit public benefit corporation incorporated and existing under the laws of the State of California (the "State"), and complies with applicable provisions of the Higher Education Act of 1965, as amended (together with the regulations promulgated thereunder, the "Higher Education Act"), and the Internal Revenue Code of 1986 (together with the regulations promulgated thereunder, the "Code"). Pursuant to those provisions, the Corporation financed student, parent and consolidation loans which are guaranteed and reinsured under the Higher Education Act. The Internal Revenue Service has issued a determination letter concluding that the Corporation is exempt from federal income tax under Section 501(c)(3) of the Code.

The Corporation has no employees and contracts with ALL Management Corporation ("ALL Management"), a non-profit public benefit corporation incorporated under the laws of the State of California, for administrative services. ALL Management was formed to provide management, consulting and related services to other non-profit public benefit corporations engaged in providing or assisting in the secondary market for student loans, and to assist needy students in obtaining funds for their postsecondary education. Its principal address is 6601 Center Drive West, Suite 650, Los Angeles, CA 90045.

Servicers: The Corporation has entered into servicing agreements (each, a "Servicing Agreement") with Xerox Education Services, Inc., Great Lakes Educational Loan Services, Inc. and Sallie Mae Servicing, a division of Sallie Mae, Inc. (collectively, the "Servicers") pursuant to which the Servicers perform substantially all servicing responsibilities with respect to the Eligible Loans held under the Indenture. Xerox Education Services, Inc.'s principal address is 2277 East 220th Street, Long Beach, CA 90810, Great Lakes Educational Loan Services, Inc.'s principal address is 2401 International Lane, Madison, WI 53704-3192 and Sallie Mae Servicing, a division of Sallie Mae, Inc.'s principal address is 300 Continental Drive, Newark, Delaware 19713.

Trustee and Eligible Lender Trustee: Manufacturers and Traders Trust Company will act as Trustee under the Indenture and currently acts as Eligible Lender Trustee for the Corporation. Its principal address is 213 Market Street, 2nd Floor, Harrisburg, PA 17101.

The Notes

General. The Corporation is issuing $435,800,000 aggregate principal amount of the Series A Notes, and $11,000,000 aggregate principal amount of the Series B Notes. The Series A Notes will be senior notes and the Series B Notes will be subordinate notes.

The Notes are debt obligations of the Corporation and will be issued pursuant to the Indenture. The Notes will receive payments primarily from collections on a pool of student loans pledged under the Indenture.

Distribution Dates. Distribution dates for the Notes will be the 25th day (or the next Business Day if it is not a Business Day) of each calendar month as described in this Offering Memorandum, beginning on February 25, 2014 (each a "Monthly Distribution Date").

Interest on the Notes. The Notes will bear interest at the following rates:

- the Series A Notes will bear interest at an annual rate equal to 1-Month LIBOR plus 0.80%; and

- the Series B Notes will bear interest at an annual rate equal to 1-Month LIBOR plus 3.00%, subject to the Series B Interest Cap (as described below).

The initial 1-Month LIBOR indexed rate for the first interest accrual period will be determined by reference to the following formula:

x + [a/b multiplied by (y-x)]

where:

x = 2-Month LIBOR;
y = 3-Month LIBOR;
a = the actual number of days from the maturity date of 2-Month LIBOR to the first monthly distribution date; and
b = the actual number of days from the maturity date of 2-Month LIBOR to the maturity date of 3-Month LIBOR.

The Trustee will calculate the rate of interest on the Notes on the second Business Day prior to the start of the applicable interest accrual period. Interest on the Notes will be calculated on the basis of the actual number of days elapsed during the interest accrual period over a 360-day year.

Interest Accrual Periods. The initial interest accrual period for the Notes begins on the Date of Issuance and ends on the day immediately preceding the first Monthly Distribution Date. For all other Monthly Distribution Dates, the interest accrual period will begin on the immediately preceding Monthly Distribution Date and end on the day before such Monthly Distribution Date.

Interest accrued on the outstanding principal balance of each Note during each Interest Accrual Period will be paid on the following Monthly Distribution Date to the Series A Noteholders and the Series B Noteholders in the priorities described under "—Flow of Funds" herein and "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS—Revenue Fund; Flow of Funds," except that the payment of interest on the Series B Notes is subject to the Series B Interest Cap. The "Series B Interest Cap" means, with respect to any Monthly Distribution Date, an amount equal to (a) the actual number of days in the current year (i.e., 365 or 366, as the case may be) divided by 360 multiplied by the difference between (i) the sum of all non-principal amounts accrued on the financed Eligible Loans during the related Collection Period, whether due from a borrower, a Guaranty Agency, or the Department (including, without limitation, Special Allowance Payments and Interest Subsidy Payments), and (ii) amounts not attributable to principal that are payable to the Department that accrued during the related Collection Period (including, without limitation, Special Allowance Payments and consolidation rebate fees); less (b) the Trustee Fee, the Administrator Fee, and the Servicing Fee accrued during the related Collection Period and less (c) the Series A Noteholders' Interest Distribution Amount for such Monthly Distribution Date. The Series B Interest Cap may not be less than zero and does not apply on the first Monthly Distribution Date.

"Series A Noteholders' Interest Distribution Amount" shall mean, with respect to any Monthly Distribution Date, the sum of (a) the amount of interest accrued at the Series A Note Rate described above for the related interest accrual period on the Outstanding Amount of the Series A Notes immediately prior to such Monthly Distribution Date as based on the actual number of days in such interest accrual period divided by 360 and rounding the resultant figure to the fifth decimal place, as determined by the Corporation; and (b) the Series A Note Interest Shortfall for such Monthly Distribution Date.

"Series A Note Interest Shortfall" means, with respect to any Monthly Distribution Date, the excess, if any, of (a) the Series A Noteholders' Interest Distribution Amount on the immediately preceding Monthly Distribution Date over (b) the amount of interest actually distributed to the holders of the Series A Notes on such preceding Monthly Distribution Date, plus interest on the amount of such excess interest due to the holders of the Series A Notes, to the extent permitted by law, at the Series A Note Rate described above from such immediately preceding Monthly Distribution Date to the current Monthly Distribution Date. The Series A Note Interest Shortfall shall be determined by the Trustee.

"Series B Noteholders' Interest Distribution Amount" shall mean, with respect to any Monthly Distribution Date, the sum of (a) the lesser of (i) the amount of interest accrued at the Series B Note Rate described above for the related Interest Accrual Period on the Outstanding Amount of the Series B Notes immediately prior to such Monthly Distribution Date as based on the actual number of days in such Interest Accrual Period divided by 360 and rounding the resultant figure to the fifth decimal place, as determined by the Corporation and (ii) the Series B Interest Cap for such Monthly Distribution Date; and (b) the Series B Note Interest Shortfall for such Monthly Distribution Date.

"Series B Note Interest Shortfall" shall mean, with respect to any Monthly Distribution Date, the excess, if any, of (a) the Interest Distribution Amount with respect to the Series B Notes on the immediately preceding Monthly Distribution Date over (b) the amount of interest actually distributed to the holders of the Series B Notes on such preceding Monthly Distribution Date, plus interest on the amount of such excess interest due to the holders of the Series B Notes, to the extent permitted by law, at the interest rate borne by the Series B Notes from such immediately preceding Monthly Distribution Date to the current Monthly Distribution Date. The Series B Carry-Over Amount shall not be characterized as Series B Note Interest Shortfall under the Indenture. The Series B Note Interest Shortfall shall be determined by the Trustee.

"Outstanding Amount" means, as of any date of determination, the aggregate principal amount of all Notes (or any designated portion thereof) where applicable Outstanding at such date of determination.

Principal Distributions. Principal distributions will be allocated, *first*, to the Series A Notes until paid in full and, *second*, to the Series B Notes until paid in full on each Monthly Distribution Date in an amount equal to:

- the Principal Distribution Amount for that Monthly Distribution Date or funds available to pay principal as described below in "Flow of Funds" if less than the Principal Distribution Amount; and

- any remaining funds on such Monthly Distribution Date as described below in "Flow of Funds" after payment of the Subordinate Administrator Fee.

"Principal Distribution Amount" means (i) for the first Monthly Distribution Date, the amount, if any, by which the sum of the Initial Pool Balance, any moneys transferred from the Loan Fund to the Revenue Fund at the end of the Acquisition Period and the initial amounts deposited into the Reserve Fund exceeds the Adjusted Pool Balance as of the last day of the related Interest Accrual Period, (ii) for each Monthly Distribution Date thereafter, the amount, if any, by which the Adjusted Pool Balance as of

the last day of the related Interest Accrual Period for the preceding Monthly Distribution Date exceeds the Adjusted Pool Balance as of the last day of the related Interest Accrual Period for the current Monthly Distribution Date and (iii) after giving effect to the amounts already defined above, on the date of any Stated Maturity, the amount necessary to reduce the aggregate principal balance of the related series of the Notes to zero.

"Initial Pool Balance" means the Pool Balance as of the end of the Acquisition Period.

"Adjusted Pool Balance" means for any Monthly Distribution Date the sum of the Pool Balance as of the last day of the related Interest Accrual Period, plus the amount then on deposit in the Reserve Fund as of the last day of the related Interest Accrual Period.

Any amounts to be paid to a series of Notes on a Monthly Distribution Date shall be paid to the Noteholders of such series on a pro rata basis based on their respective principal balances.

PRINCIPAL ON THE SERIES A NOTES IS TO BE PAID PRIOR TO PAYMENT OF PRINCIPAL ON THE SERIES B NOTES.

The Notes are subject to redemption in whole on any Monthly Distribution Date at the option of the Corporation once the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance.

Final Maturity. The Monthly Distribution Dates on which the Notes are due and payable in full are as follows:

Series	Final Maturity Date
A	February 25, 2041
B	January 26, 2043

Collection Periods. With respect to any Monthly Distribution Date (other than the first Monthly Distribution Date), the Collection Period will be the calendar month immediately preceding such Monthly Distribution Date, and with respect to the first Monthly Distribution Date, the Collection Period will be the period beginning on the Date of Issuance and ending on January 31, 2014.

Statistical Cut-off Date. Information in this Offering Memorandum regarding the initial pool of Federal Family Education Loan ("FFEL") Program (sometimes referred to herein as "FFELP") Loans expected to be pledged by the Corporation to the Trustee under the Indenture is calculated and presented as of October 31, 2013 (the "Statistical Cut-off Date"). The Corporation believes that the information set forth in this Offering Memorandum with respect to the Eligible Loans as of the Statistical Cut-off Date is materially representative of the characteristics of the pool of Eligible Loans that will ultimately be pledged to the Trustee under the Indenture at the end of the Acquisition Period. The Acquisition Period means the period beginning on the Date of Issuance of the Notes and ending on the thirtieth (30^{th}) calendar day thereafter.

Characteristics of the Eligible Loans. The Eligible Loans held and to be held as part of the Trust Estate will consist of loans made pursuant to the Federal Family Education Loan Program created by Title IV of the Higher Education Act. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto. The Eligible Loans are primarily guaranteed by Educational Credit Management Corporation, Great Lakes Higher Education Guaranty Corporation and United Student Aid Funds, Inc. See "CHARACTERISTICS OF THE ELIGIBLE LOANS" herein for a complete list of the Guaranty Agencies for the Notes.

Fees. The weighted average Servicing Fees as of the Date of Issuance are estimated to approximate (i) $2.39 per borrower account per month for the Eligible Loans that are in in-school status, (ii) $4.09 per borrower account per month for the Eligible Loans that are in grace status, and (iii) $3.50 per borrower account per month for all other Eligible Loans; the Servicing Fees payable on January 27, 2014 are expected to be equal to approximately $24,349 (based on the weighted average servicing cost as of October 31, 2013 multiplied by the number of days elapsed from the Date of Issuance to December 31, 2013 (based on a 30-day month) divided by 360). Servicing Fees shall be increased by no more than 3.00% annually. The Administrator Fee is a monthly fee equal to (a) (i) $1/12^{th}$ of 0.50% of the Pool Balance of the Eligible Loans as of the last day of the previous calendar month plus (ii) $1/12^{th}$ of $27,000 and (b) for January 27, 2014, a fee equal to (i) 0.50% of the Pool Balance of the Eligible Loans as of December 31, 2013 multiplied by the number of days elapsed from the Date of Issuance to December 31, 2013 (based on a 30 day month) and divided by 360 plus (ii) $27,000 multiplied by the number of days elapsed from the Date of Issuance to December 31, 2013 (based on a 30 day month) and divided by 360.

The Trustee Fee is a monthly fee equal to (a) $1/12^{th}$ of $33,510, to be paid monthly in arrears and (b) for January 27, 2014, a fee equal to $33,510 multiplied by the number of days elapsed from the Date of Issuance to December 31, 2013 (based on a 30-day month) and divided by 360; provided, however, that the Trustee Fee shall be reduced to zero following the final payment of the principal of and interest on (but not the Series B Carry-Over Amount) the Notes. The Subordinate Administrator Fee is a monthly fee equal to $1/12^{th}$ of 0.02% of the Pool Balance of the Eligible Loans as of the last day of the previous calendar month; payment of the Subordinate Administrator Fee shall commence on the February 25, 2014 Monthly Distribution Date.

Sources of Payment and Security for the Notes

The Notes are nonrecourse obligations of the Corporation secured by the assets pledged under the Indenture (collectively, the "Trust Estate"), which consist of:

- the Available Funds (other than moneys released from the lien of the Trust Estate as provided in the Indenture);
- all moneys and investments held in the Funds created under the Indenture, including all proceeds thereof and all income thereon;
- Eligible Loans and all obligations of the obligors thereunder including all moneys accrued and paid thereunder and all guaranties and other rights relating to such Eligible Loans;
- the rights of the Corporation and/or the Eligible Lender Trustee, as applicable, in and to the Administration Agreement, any Servicing Agreements, the Eligible Lender Trust Agreement, and the Guarantee Agreements as the same relate to the Eligible Loans; and
- all proceeds from any property described above and any and all other property, rights and interests of every kind or description that from time to time is granted, conveyed, pledged, transferred, assigned or delivered to the Trustee as additional security under the Indenture.

Description of Funds

The Loan Fund. On the Date of Issuance, approximately $440,248,588 shall be deposited to the Loan Fund and, together with certain cash pledged to the Series IV Indenture, will be used to (i) purchase $512,380,322 in aggregate principal amount of the Corporation's Series IV Bonds (the "Refunded

Bonds") outstanding under the Series IV Indenture on the Date of Issuance and (ii) transfer or acquire the expected pool of Eligible Loans described in "CHARACTERISTICS OF THE ELIGIBLE LOANS" during the Acquisition Period. The Corporation expects to transfer or acquire the majority of the pool of Eligible Loans described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS" on the Date of Issuance into the Indenture (i) after the Refunded Bonds are retired and certain Eligible Loans are released from the Series IV Indenture and (ii) after certain other loans are acquired by the Corporation, but the Corporation may transfer or acquire such Eligible Loans at any time during the Acquisition Period. During the Acquisition Period, any available funds on deposit in the Loan Fund may be used to effect the transfer or acquisition of such expected pool of Eligible Loans described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS," and any remaining available amounts may be used to transfer or acquire additional Eligible Loans not described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS." All Eligible Loans transferred or acquired by the Corporation will be deposited into the Loan Fund.

All funds remaining on deposit in the Loan Fund at the end of the Acquisition Period will be transferred to the Revenue Fund on the first Business Day following the end of the Acquisition Period and shall constitute Available Funds on the first Monthly Distribution Date. Eligible Loans shall be held by the Trustee or a custodian as bailee for the Trustee (including a Servicer) and shall be pledged to the Trust Estate and held as part of the Loan Fund.

The Revenue Fund. The Trustee will establish the Revenue Fund as part of the Trust Estate. The Trustee will deposit into the Revenue Fund all moneys received by or on behalf of the Corporation as assets of, or with respect to, the Trust Estate.

Moneys on deposit in the Revenue Fund will be used as described below under the caption "Flow of Funds" herein.

The Operating Fund. Amounts shall be transferred from the Revenue Fund to the Operating Fund as described under "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Revenue Fund; Flow of Funds". Amounts on deposit in the Operating Fund shall be disbursed by the Trustee to pay the Administrator Fees, Subordinate Administrator Fees, Servicing Fees and Trustee Fees.

The Department SAP Rebate Fund. A Department SAP Rebate Fund will be established under the Indenture. Amounts on deposit in the Department SAP Rebate Fund will be used as directed by the Corporation to pay the Department SAP Rebate Interest Amount to the Department. On each Monthly Distribution Date, the Department SAP Rebate Fund will be funded as described below under "Flow of Funds" in an amount necessary to bring the balance of the Department SAP Rebate Fund to the Department SAP Rebate Interest Amount. Amounts in the Department SAP Rebate Fund in excess of what is needed to make such payments to the Department will be transferred to the Revenue Fund.

The Reserve Fund. The Trustee will establish a Reserve Fund as part of the Trust Estate. The initial amount to be deposited in the Reserve Fund in connection with the issuance of the Notes is $1,125,276 and, thereafter with respect to any Monthly Distribution Date, the amount required to be on deposit therein (the "Specified Reserve Fund Balance") shall equal the greater of (i) 0.25% of the Pool Balance as of the end of the preceding Collection Period or (ii) $675,165 (which is approximately 0.15% of the expected Initial Pool Balance). The initial Specified Reserve Fund Balance will be funded with a portion of the proceeds from the sale of the Notes.

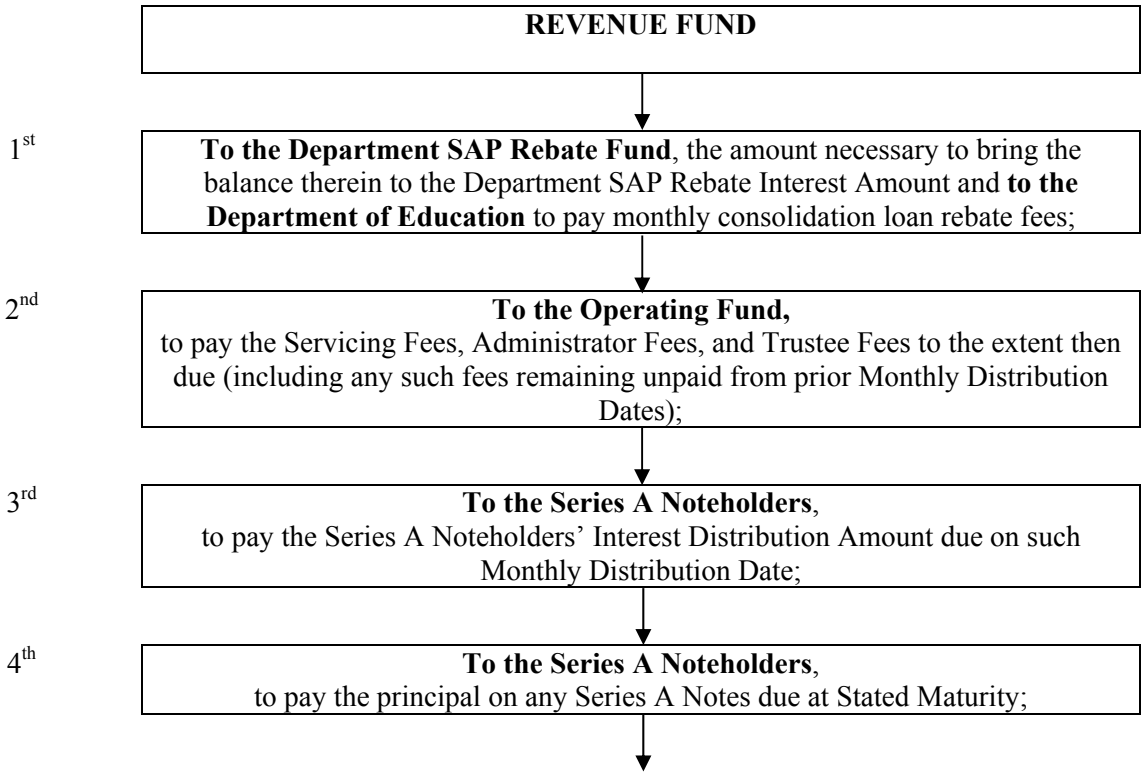
If (i) on each Monthly Distribution Date or other date required for payment, to the extent that money in the Revenue Fund is insufficient to pay amounts owed to the U.S. Department of Education, amounts owed to the Guaranty Agencies with respect to the Eligible Loans, Administrator Fees, Servicing Fees, Trustee Fees and the interest then due on the Notes (but not the Series B Carry-Over Amount) or (ii)

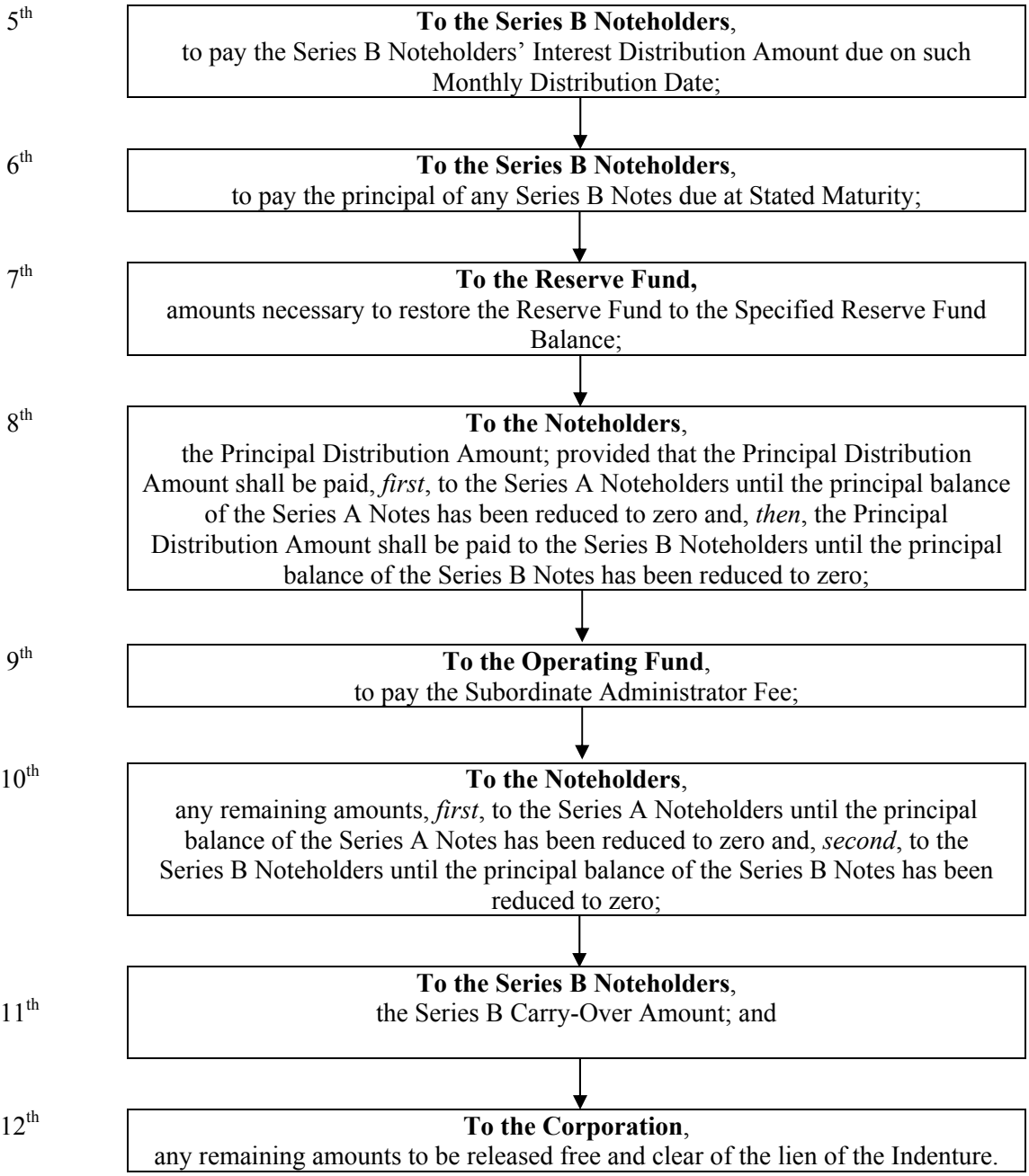
on January 27, 2014, there are insufficient moneys on deposit in the Revenue Fund to pay the deposits and distributions specified in the first through second priorities shown in the chart under the caption "Flow of Funds" herein, then the amount of the deficiency will be transferred from the Reserve Fund to the Revenue Fund. Additionally, if on any Stated Maturity, and after giving effect to the distribution of the Available Funds on such Stated Maturity, the principal amount of the Series A Notes or the Series B Notes maturing on such date will not be reduced to zero, the Corporation shall instruct the Trustee to withdraw from the Reserve Fund on such Stated Maturity an amount equal to the amount needed to reduce the principal of such Notes to zero and to deposit such amount in the Revenue Fund for application to payment of the Outstanding Amount of such Notes. Money withdrawn from the Reserve Fund will be restored through transfers from the Revenue Fund, if and as available.

Amounts on deposit in the Reserve Fund in excess of the Specified Reserve Fund Balance will be transferred to the Revenue Fund and will be applied as described under "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES—Revenue Fund; Flow of Funds". Other than such excess amounts, principal payments due on a series of Notes will be made from the Reserve Fund only (a) on a final maturity date for that series of the Series A Notes or the Series B Notes or (b) on any Monthly Distribution Date when the market value of securities and cash in the Revenue Fund and the Reserve Fund is sufficient to pay the remaining principal amount of and interest accrued on the Series A Notes and the Series B Notes (which amounts may also be used to pay some or all Series B Carry-Over Amount to the extent funds are available).

Flow of Funds

Servicing Fees, Administrator Fees, Subordinate Administrator Fees and Trustee Fees will be deposited to the Operating Fund for payment on each Monthly Distribution Date from money available in the Revenue Fund. On each Monthly Distribution Date, prior to an Event of Default, money in the Revenue Fund will be used to make the following deposits and distributions, to the extent funds are available, as set forth in the following chart:





On January 27, 2014, except where an Event of Default has occurred that results in an acceleration of the maturity of the Notes, amounts then on deposit in the Revenue Fund (including any amounts transferred from the Reserve Fund), will be used to make the deposits and distributions specified in the first through second priorities shown in the chart above. If the amount on deposit in the Revenue Fund is insufficient to pay any of these amounts, amounts on deposit in the Reserve Fund will be withdrawn by the Trustee and deposited into the Revenue Fund to cover such shortfalls, to the extent of funds on deposit therein as shown under the caption "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES—Revenue Fund; Flow of Funds" herein.

Flow of Funds After Events of Default

Following the occurrence of an Event of Default, to the extent of funds available, and after the payment of amounts owed to the Department, amounts owed to any Guaranty Agency, and certain fees and expenses (in accordance with the Indenture), payments of interest and then principal on the Series A Notes will be made, pro rata, without preference or priority of any kind, until the Series A Notes are repaid in full, payments of interest (but not the Series B Carry-Over Amount) and principal will be made on the Series B Notes until paid in full, then payment of any Subordinate Administrator Fee due and owing will be made, and, finally, payment of Series B Carry-Over Amount will be made pro rata, without preference or priority of any kind.

Credit Enhancement

Credit enhancement for the Notes will include overcollateralization, excess spread, and cash on deposit in the Reserve Fund, as described below under "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES—Credit Enhancement" herein. Credit enhancement for the Series A Notes will additionally include the subordination of the Series B Notes to the Series A Notes, as described below under "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES—Credit Enhancement" herein.

The Reserve Fund is intended to enhance the likelihood of timely distributions of interest to the Noteholders and to decrease the likelihood that Noteholders will experience losses. To the extent of Available Funds, the Reserve Fund will be replenished so that amounts on deposit therein do not fall below the Specified Reserve Fund Balance.

The value of the financed Eligible Loans expected to be pledged to the Trustee as of the end of the Acquisition Period together with the cash to be deposited on the date of issuance into the Reserve Fund will exceed the original principal balance of the Notes to be issued by the Corporation, which excess will represent the initial overcollateralization for the trust estate and a portion of the credit enhancement. After the issuance of the Notes and the initial application of the proceeds thereof, and after giving effect to the acquisition of the expected pool of Eligible Loans that are described under "CHARACTERISTICS OF THE FINANCED ELIGIBLE LOANS," the ratio of (a) the sum of the Pool Balance (including all accrued interest on the Eligible Loans) and amounts then on deposit in the Loan Fund and the Reserve Fund, to (b) the aggregate principal amount of the Notes then outstanding is expected to be approximately 100.9%. After the issuance of the Notes and the initial application of the proceeds thereof, and after giving effect to the acquisition of the expected pool of Eligible Loans that are described under "CHARACTERISTICS OF THE FINANCED ELIGIBLE LOANS," the ratio of (a) the sum of the Pool Balance (including all accrued interest on the Eligible Loans) and amounts then on deposit in the Loan Fund and the Reserve Fund, to (b) the aggregate principal amount of the Series A Notes then outstanding is expected to be approximately 103.5%.

Excess Spread

Excess spread is the positive difference between (i) the interest earnings on the loans from borrower interest payments, Interest Subsidy Payments or Special Allowance Payments and (ii) the interest on the Notes and other expenses such as Servicing Fees, Trustee Fees, Subordinate Administrator Fees, and Administrator Fees. There can be no assurance as to the rate, timing or amount, if any, of excess spread.

Tax Considerations

In the opinion of Ballard Spahr LLP, Note Counsel, interest on the Notes is not excludable from gross income for purposes of federal income tax. See the caption "TAX MATTERS" herein.

Ballard Spahr LLP will deliver on the Date of Issuance, with respect to the Notes, its opinion for United States federal income tax purposes that the Notes will be treated as indebtedness of the issuing Corporation, rather than as an equity interest in the Corporation. The Corporation's characterization of the Notes as indebtedness for United States federal income tax purposes will be binding on Owners (as defined herein under "TAX MATTERS"). See the caption "TAX MATTERS" herein.

ERISA Considerations

Fiduciaries of employee benefit plans and other entities in which the assets of such plans are invested ("Plans") should review carefully with their legal advisors whether the purchase and holding of the Notes could give rise to a transaction prohibited under ERISA, the Code or other law. Plans which are not subject to ERISA may nevertheless be subject to similar prohibitions under federal, state or local law. Generally speaking, both ERISA and the Code prohibit a broad range of transactions involving benefit Plan assets and persons or entities which have certain specified relationships to such Plans (called "parties in interest" or "disqualified persons"), and impose substantial penalties for engagement in such prohibited transactions. For example, a prohibited transaction could arise if the issuer or underwriter of securities, or any of their respective affiliates, is or becomes a party in interest or disqualified person with respect to a Plan. In some cases, adherence to a statutory or administrative exemption will permit a prohibited transaction to be avoided. It is the responsibility of each purchaser (and each subsequent transferee) of the Notes to ensure that its purchase, holding and transfer of the Notes is consistent with its legal obligations and is either not a prohibited transaction, or satisfies an exemption therefrom. See the caption "ERISA CONSIDERATIONS" herein.

Ratings

The Series A Notes are expected to receive ratings of "AAAsf (Rating Watch Negative)" and "AA+ (sf)," respectively, by Fitch, Inc. ("Fitch") and Standard & Poor's Ratings Services, a division of Standard & Poor's Financial Services, LLC, a part of McGraw Hill Financial, Inc. ("S&P"), and the Series B Notes are expected to receive a rating of "Asf" by Fitch. The rating on the Series B Notes will not address the payment of any Series B Carry-Over Amount. Commencing October 16, 2013, Fitch placed all existing issuances of "AAA" rated tranches of FFELP securitizations on Rating Watch Negative and noted that new issuances of "AAA" rated tranches of FFELP securitizations (such as the Series A Notes) are likely to carry Rating Watch Negative, reflecting Fitch's placement of the United States sovereign rating on Rating Watch Negative on October 15, 2013. A rating addresses only the likelihood of the timely payment of stated interest and the payment of principal at final maturity, and does not address the timing or likelihood of principal distributions prior to final maturity. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning Rating Agency. See "RATINGS" in this Offering Memorandum.

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CERTAIN RISK FACTORS

Attention should be given to the investment considerations described below which, among others, could affect the ability of the Corporation to pay debt service on the Notes, and which could also affect the market price of the Notes to an extent that cannot be determined. This section of the Offering Memorandum does not include all risk factors, but is an attempt to summarize certain of such matters. Additional risk factors relating to an investment in the Notes are described throughout this Offering Memorandum, whether or not specifically designated as risk factors. Each prospective purchaser of the Notes should read this Offering Memorandum in its entirety, including the Appendices hereto.

Experience may vary from assumptions

There can be no assurance that the assumptions and considerations relied upon by the Corporation with respect to its expectations concerning the timing and sufficiency of receipts of distributions with respect to the Trust Estate are accurate or that actual experience will not vary from such assumptions and considerations.

Payment priorities among the Notes may result in a greater risk of loss; interest on the Series B Notes is subject to the Series B Interest Cap

The payment of principal on the Notes will generally be sequential, with the Series A Notes receiving principal payments before the Series B Notes. The payment of interest on the Notes will be sequential in the same order of priority described above, except that the payment of interest on the Series B Notes is subject to the Series B Interest Cap. Failure to make interest payments on the Series B Notes is not an Event of Default under the Indenture if any Series A Notes remain outstanding and there is no corresponding default in the payment of interest on the Series A Notes. Payment of the Series B Carry-Over Amount is payable at a lower priority, and the failure to pay such Series B Carry-Over Amount is not an Event of Default under the Indenture. To the extent that there are insufficient Available Funds for the payment of Series B Carry-Over Amount on or after the Stated Maturity of the Series B Notes, such Series B Carry-Over Amount and the interest thereon shall be cancelled and shall not be paid. As a result of the foregoing, holders of the Series B Notes bear a greater risk of loss. Potential purchasers of the Notes should consider the priority of payment of each series of Notes before making an investment decision.

Controversy related to LIBOR may affect your notes

The interest rates payable on the Notes and Special Allowance Payments are based on a spread over one-month LIBOR, as set forth on the cover of this Offering Memorandum. The London Interbank Offered Rate, or LIBOR, serves as a global benchmark for home mortgages, student loans and what various issuers pay to borrow money. Certain financial institutions have announced settlements with certain regulatory authorities with respect to, among other things, allegations of manipulating LIBOR or have announced that they are involved in investigations by regulatory authorities relating to, among other things, the manipulation of LIBOR. In addition to the ongoing investigations, several plaintiffs have filed lawsuits against various banks in federal court seeking damages arising from alleged LIBOR manipulation. On September 28, 2012, a top official at the U.K.'s Financial Services Authority unveiled his recommendations calling for a sweeping overhaul of LIBOR and removing it from the control of the British Bankers' Association. In April 2013, the U.K.'s Financial Conduct Authority began regulating LIBOR and the Financial Services Authority was dissolved. In early 2014, NYSE Euronext is expected

to take over the administration of LIBOR from the British Bankers' Association. We cannot predict what effect, if any, these events will have on the use of LIBOR as a global benchmark going forward, or on the Notes.

Interest rates and differentials

There is a degree of basis risk associated with the Notes. Basis risk is the risk that shortfalls might occur because the interest rates of the Eligible Loans and those of the Notes adjust on the basis of different indexes or at different times. As described above, the interest rates on the Notes will be based on one-month LIBOR, thus the interest rates on the Notes are variable and will fluctuate from one interest period to another in response to changes in benchmark rates, general market conditions, national and international conditions, and numerous other factors, all of which are beyond the Corporation's control or anticipation. The Corporation makes no representation as to what these rates may be in the future. The interest payments, and certain other interest related payments, received by the Trust Estate from the Eligible Loans that are variable rate loans will also vary from time to time based on changes in the bond equivalent rate of U.S. Treasury Bills and one-month LIBOR rates, as applicable. Because of the differences in the bases for the calculation of interest payable on the Notes and the determination of the interest and interest-related payments received by the Trust Estate from the Eligible Loans, there could be times when payments received by the Trust Estate are not sufficient to cover principal and/or interest payments to be made on the Notes and other costs of the Corporation in administering the Trust Estate. In particular, Public Law 112-74, dated December 23, 2011, amended the Higher Education Act, to allow FFELP lenders to make an affirmative election to permanently change the index for Special Allowance Payment calculations on all FFELP loans in the lender's portfolio (with certain exceptions) disbursed after January 1, 2000 from the three-month commercial paper (financial) rate to the one-month LIBOR index, commencing with the Special Allowance Payment calculations for the calendar quarter beginning on April 1, 2012. The Corporation elected to change the index for Special Allowance Payment calculations on the Eligible Loans disbursed after January 1, 2000 to the one-month LIBOR index beginning on April 1, 2012. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM—Special Allowance Payments" hereto. Further, moneys in the funds and accounts under the Indenture may be invested from time to time in investment securities that bear interest at rates that fluctuate and that differ from, and may be less than, the interest rates on the Notes.

Noteholders may have difficulty selling the Notes

There currently is no secondary market for the Notes. There is no assurance that any market will develop or, if it does develop, how long it will last or that it will provide investors with a sufficient level of liquidity. Although the Underwriter has advised that it may from time to time attempt to make a market for the Notes, the Underwriter is under no obligation to do so. A market may fail to develop some degree of market-making activities and the Underwriter may discontinue market-making activities at any time without prior notice.

If a secondary market for the Notes does develop, the spread between the bid price and the asked price for the Notes may widen, thereby reducing the net proceeds from the sale of the Notes to a selling Noteholder transacting in the secondary market. The Corporation does not intend to list the Notes on any exchange. Under current market conditions, Noteholders may not be able to sell their Notes when Noteholders want to do so (Noteholders may be required to bear the financial risk of an investment in the Notes for an indefinite period of time) or Noteholders may not be able to obtain the price that they want to receive. The market values of the Notes may fluctuate and movements in price may be significant.

Dodd-Frank Act could adversely affect the asset-backed securities market

On July 21, 2010, President Obama signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act (as may be amended from time to time, the "Dodd-Frank Act") to reform and strengthen supervision of the U.S. financial services industry. The Dodd-Frank Act requires the creation of new federal regulatory agencies, and grants additional authorities and responsibilities to existing regulatory agencies, to identify and address emerging systemic risks posed by the activities of financial services firms. The Dodd-Frank Act also provides for enhanced regulation of derivatives, restrictions on executive compensation and enhanced oversight of credit rating agencies.

The Dodd-Frank Act will result in comprehensive changes to the regulation of most financial institutions operating in the United States. It will also foster new regulation in the business and the markets in which the Corporation operates. Specifically, significant new regulation is anticipated in many areas of consumer financial products and services and in particular private education loans. Under the Dodd-Frank Act, entities such as the Corporation will be subject to regulations developed by a new agency designed to regulate federal consumer financial protection laws, the Consumer Financial Protection Bureau (the "CFPB"). The CFPB is an independent agency housed within the Federal Reserve Board but not subject to Federal Reserve Board jurisdiction or to the Congressional appropriations process. It has substantial power to regulate financial products and services received by consumers from both banks and non-bank lenders. The CFPB will be developing rules in enumerated areas of federal law traditionally applicable to consumer lending such as Truth in Lending, Fair Credit Reporting and Fair Debt Collection. Further, the CFPB will be utilizing new, untested standards to ensure that consumers are protected from unfair, deceptive, or abusive acts and practices and from discrimination. The addition of statutory protection for consumers from "abusive" acts or practices is a new consumer protection standard that was added by the Dodd Frank Act. Rulemaking authority applicable to all banks, regardless of size, was transferred from the bank regulatory agencies to the CFPB. As a result, the CFPB will be promulgating rules under the Dodd-Frank Act that will cover consumer finance activities of all banks and bank holding companies. In addition to its rulemaking authority for consumer protection laws that had been applicable to banks and bank holding companies, the CFPB was provided with specific authority to regulate non-depository entities engaged in areas such as payday lending and private education lending. Each area is expected to be subject to significant new rulemaking and may introduce, for the first time, new federal oversight of non-depository entities engaged in educational lending.

Another factor that could impact the costs associated with the Corporation's lending activities is the change in federal law preemption enacted as part of the Dodd-Frank Act. Specifically, significant new enforcement authority is provided to state governments including the authority of States' attorneys general to bring lawsuits under federal consumer protection laws with the consent of the CFPB. It is unclear what the operational impact of these developments will be on the Corporation but it is likely, however, that operational expenses will increase as new or additional compliance requirements and risk of enforcement activities are imposed on operations.

Additionally, the Dodd-Frank Act creates an orderly liquidation framework for the resolution of bank holding companies with over $50 billion in assets and other systemically significant non-bank financial companies defined therein as "covered financial companies."

The effects of the Dodd-Frank Act will depend significantly upon the content and implementation of the rules and regulations issued pursuant to its provisions. It is not yet clear how the Dodd-Frank Act and its associated rules and regulations will affect the asset-backed securities market generally, or the Corporation and the Notes, in particular. No assurance can be given that the new regulations will not have an adverse effect on the value or liquidity of the Notes.

Changes to federal law

Changes to federal law, including the enactment of the Health Care and Education Reconciliation Act of 2010 (the "Reconciliation Act"), changes to the Higher Education Act and other applicable law and other Congressional action may affect the Notes and the Eligible Loans. On March 30, 2010, the Reconciliation Act was enacted into law. Effective July 1, 2010, the Reconciliation Act ended the origination of new FFELP loans after June 30, 2010. All loans made under the Higher Education Act beginning on July 1, 2010 will be originated under the Federal Direct Student Loan Program (the "Direct Loan Program") and are sometimes referred to herein as "Direct Loans." The terms of existing FFELP loans are not materially affected by the Reconciliation Act and continue to be subject to the terms of the FFELP.

In addition to the passage of the Reconciliation Act, Title IV of the Higher Education Act and the regulations promulgated by the United States Department of Education (the "Department") thereunder have been the subject of frequent and extensive amendments and reauthorizations in recent years. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto for more information on the Higher Education Act and various amendments thereto. Additional legislation has been proposed or passed by members of either the U.S. House of Representatives or the U.S. Senate. Among other things, some of such proposed legislation increases lender disclosure requirements, restricts lender marketing practices, restricts the way lenders interact with educational institutions, and restricts the means by which educational institutions choose or allow lenders to originate loans at their institution. There can be no assurance that relevant federal laws, including the Higher Education Act, will not be changed in a manner that might adversely affect the Corporation and the Eligible Loans.

The Corporation cannot predict the effects of the passage of the Reconciliation Act or whether any other changes will be made to the Higher Education Act or other relevant federal laws, and rules and regulations promulgated by the U.S. Secretary of Education (the "Secretary") in future legislation, or the effect of such legislation on the Corporation, the Servicers, the Guaranty Agencies, the Eligible Loans or the Corporation's loan programs.

See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto.

Competition from the Direct Loan Program

The Direct Loan Program was established under the Student Loan Reform Act of 1993. Under the Direct Loan Program, approved institutions of higher education, or alternative loan originators approved by the Department, make loans to students or parents without application to or funding from outside lenders or guarantors. The Department provides the funds for such loans, and the program provides for a variety of flexible repayment plans, including consolidations under the Direct Loan Program of existing FFELP loans. Such consolidation permits borrowers to prepay existing student loans and consolidate them into a Federal Direct Consolidation Loan under the Direct Loan Program. As a result of the enactment of the Reconciliation Act, FFELP loans were no longer originated after June 30, 2010, and all loans made under the Higher Education Act will be originated under the Direct Loan Program. The Direct Loan Program also results in a reduced volume and variety of student loans available to be purchased by the Corporation and may result in prepayments of Eligible Loans if such Eligible Loans are consolidated under the Direct Loan Program.

Due to the limited recourse nature of the Trust Estate created under the Indenture for the Notes, competition from the Direct Loan Program should not impact the payment of the Notes unless it causes (a) erosion in the finances of the Corporation to such an extent that it cannot honor its repurchase,

servicing, administration or similar obligations, if applicable, under the Indenture, (b) the interest rates and subsidies received by the Corporation on the Eligible Loans to decrease relative to the interest rates on the Notes, or (c) prepayments of Student Loans if such Student Loans are consolidated under the Direct Loan Program.

Further, as a result of the enactment of the Reconciliation Act and new federal student loans being originated solely under the Direct Loan Program, Servicers may experience increased costs due to reduced economies of scale. These cost increases could reduce the ability of a Servicer to satisfy its obligations to service the Eligible Loans. This could also reduce revenues of Guaranty Agencies, that would otherwise be available to pay claims on defaulted student loans. The level of demand currently existing in the secondary market for loans made under FFELP could also be reduced, resulting in fewer potential buyers of the student loans and lower prices available in the secondary market for those loans.

Noncompliance with the Higher Education Act

Noncompliance with the Higher Education Act with respect to Eligible Loans may adversely affect payment of principal of and interest on the Notes when due. The Higher Education Act and the applicable regulations thereunder require the lenders making FFELP loans, Guaranty Agencies guaranteeing FFELP loans, and lenders or Servicers servicing FFELP loans to follow certain due diligence procedures in an effort to ensure that FFELP loans are properly made and disbursed to, and timely repaid by, the borrowers. Such due diligence procedures include certain loan application procedures, certain loan origination procedures and, when a FFELP loan is delinquent, certain loan collection procedures. The procedures to make, guarantee, and service FFELP loans are set forth in the Code of Federal Regulations and other documents of the Department, and no attempt has been made in this Offering Memorandum to describe those procedures in their entirety. Failure to follow such procedures may result in the Secretary's refusal to make reinsurance payments to a Guaranty Agency on such loans or may result in the Guaranty Agency's refusal to honor its guarantee on such loans to holders of FFELP loans. Such action by the Secretary could adversely affect a Guaranty Agency's ability to honor guarantee claims, and loss of guaranty payments could adversely affect the ability of the Corporation to make payment of principal of and interest on the Notes from assets in the Trust Estate. See "—Failure to comply with loan origination and servicing procedures for FFELP loans may result in loss of guarantee and other benefits" herein.

Notes not a suitable investment for all investors

The Notes are not a suitable investment for investors that require a regular or predictable schedule of payments or payment on any specific date. The Notes are complex investments that should be considered only by investors who, either alone or with their financial, tax and legal advisors, have the expertise to analyze the prepayment, reinvestment, default and market risk, the tax consequences of an investment, and the interaction of these factors.

Limited assets available to pay principal and interest

The Notes are special, limited obligations solely of the Corporation. Moreover, the Corporation will have no obligation to make any of its assets available to pay principal of or interest on the Notes, other than with the assets making up the Trust Estate. Noteholders must rely for repayment upon revenues realized from the Eligible Loans and other assets in the Trust Estate. See "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES" herein.

Payments of interest and principal on the Notes will ultimately depend on the amount and timing of payments and other collections of the Eligible Loans and interest paid or earnings on the Funds held in the accounts established pursuant to the Indenture (and the amounts on deposit therein). No insurance or guarantee of the Notes will be provided by any government agency or instrumentality, by any insurance company or by any other person or entity. You will have no recourse against any party, including the Corporation, if the Trust Estate created under the Indenture is insufficient for the payment of the Notes. If these sources of funds are unavailable or insufficient to make payments on the Notes, you may experience a loss on your investment.

Factors affecting sufficiency and timing of receipt of revenues

In connection with the issuance of the Notes, the Corporation expects that the Revenues to be received pursuant to the Indenture should be sufficient to pay principal of and interest on the Notes when due and also to pay the annual cost of all Servicing Fees, Administrator Fees, Subordinate Administrator Fees, Trustee Fees, and other expenses related thereto and to the Eligible Loans until the final maturity or earlier redemption of the Notes. These expectations will be based upon an analysis of cash flow projections using assumptions, which the Corporation believes are reasonable, regarding the timing of the financing of such Eligible Loans to be held pursuant to the Indenture, the future composition of and yield on the Eligible Loan portfolio, the rate of return on moneys to be invested in various funds under the Indenture, and the occurrence of future events and conditions. For a description of the Eligible Loan portfolio, see "CHARACTERISTICS OF THE ELIGIBLE LOANS" herein. These assumptions will be derived from experience of the Corporation's management in the administration of its student loan programs. There can be no assurance, however, that interest and principal payments from the Eligible Loans will be received as anticipated, that the reinvestment rates assumed on the amounts in various accounts will be realized, or that Special Allowance Payments and other payments will be received in the amounts and at the times anticipated. Furthermore, other future events over which the Corporation has no control may adversely affect the Corporation's actual receipt of revenues pursuant to the Indenture.

Receipt of principal of and interest on the Eligible Loans may be accelerated due to various factors, including, without limitation: (i) default claims or claims due to the disability, death or bankruptcy of the borrowers greater than those assumed by the Corporation; (ii) actual principal amortization periods which are shorter than those assumed by the Corporation; (iii) the commencement of principal repayment by borrowers on earlier dates than are assumed by the Corporation; (iv) economic conditions that induce borrowers to refinance or repay their loans prior to maturity; (v) changes in federal law which may affect the timing of the receipt of funds by the Corporation and (vi) loans made by eligible lenders to borrowers in order to consolidate Eligible Loans.

Although the Corporation employs what it considers to be reasonable prepayment assumptions in its cash flow projections, a greater-than-expected prepayment rate could cause the redemption of Notes to occur earlier than described herein. See "THE NOTES—Prepayment and Maturity Considerations" herein.

Delay in the receipt of principal of and interest on Eligible Loans may adversely affect payment of the principal of and interest on the Notes when due. Principal of and interest on Eligible Loans may be delayed due to numerous factors, including, without limitation: (i) borrowers entering deferment periods due to a return to school or other eligible purposes for periods longer than assumed; (ii) forbearance being granted to borrowers for periods longer than assumed; (iii) Eligible Loans becoming delinquent in greater amounts and/or for periods longer than assumed; (iv) actual Eligible Loan principal amortization periods which are longer than those assumed; (v) delay in reimbursement from Guaranty Agencies for periods

longer than assumed; and (vi) the commencement of principal repayment by borrowers at dates later than those assumed.

Borrowers may be able to benefit from various incentive programs currently offered by the Corporation. Generally these programs result in a savings of interest expense for the borrower. While this benefit is lost if a borrower is delinquent with respect to payment of an installment on the borrower's Eligible Loan subsequent to the commencement of the program, if the borrower makes timely payments on the borrower's Eligible Loan, the principal of such Eligible Loans may amortize faster than anticipated.

If actual receipt of revenues under the Indenture vary greatly from those projected, the Corporation may be unable to pay the principal of and interest on the Notes. In the event that revenues to be received under the Indenture are insufficient to pay the principal of and interest on the Notes, the Indenture authorizes, and under certain circumstances requires, the Trustee to declare an Event of Default, accelerate the payment of certain of the Notes, and sell the Eligible Loans and all other property comprising the pledged assets. In such circumstances, it is possible, however, that the Trustee would not be able to sell the Eligible Loans and the other assets comprising the pledged assets at prices sufficient to pay all the Notes.

Servicing fees may increase over time

Servicing fees may increase over time. The Servicing Fees described herein are weighted averages of servicing fees charged on a per borrower basis per month and dependent on whether the Eligible Loan is in in-school status, in grace status, or in another status. In the event that more Eligible Loans shift to different statuses, Servicing Fees may increase as the weighted average amount charged for such Eligible Loans may be relatively higher than the previous statuses. The weighted average amounts of the various statuses may also increase over time based on the relative percentage of loans being serviced by a given Servicer; each Servicer has different in school, grace, and other status fees and the descriptions herein are weighted averages of such fees. The servicing fees are also subject to an annual increase of 3.00% for inflation purposes and it is expected that this will cause Servicing Fees to increase over time. The Servicing Fees are senior in priority to payments on the Notes and are paid to the Servicers and any such increases in the Servicing Fees could result in delayed or reduced payments on the Notes.

Certain credit enhancement features are limited and if they are partially or fully depleted, there may be shortfalls in distributions to Noteholders

Credit enhancement for the Notes will consist of overcollateralization, excess spread, and amounts on deposit in the Reserve Fund. Additionally, credit enhancement for holders of Series A Notes includes the sequential payment of principal on the Series A Notes before the payment of principal on Series B Notes. The amount on deposit in the Reserve Fund is limited in amount. In certain circumstances, if there is a shortfall in Available Funds, such amounts may be partially or fully depleted. This depletion could result in shortfalls and delays in distributions to Noteholders and the Noteholders will bear any risk of loss.

Noteholders will bear prepayment and extension risk due to actions taken by individual borrowers and other variables beyond the Corporation's control

A borrower may prepay an Eligible Loan in whole or in part at any time. The rate of prepayments on the Eligible Loans may be influenced by a variety of economic, social, competitive and other factors, including changes in interest rates, the availability of alternative financings and the general economy. Various loan consolidation programs available to eligible borrowers may increase the likelihood of prepayments. In addition, the Corporation may receive unscheduled payments due to defaults and purchases by a Servicer. Because the pool will include thousands of Eligible Loans, it is impossible to predict the amount and timing of payments that will be received on the Eligible Loans and paid to Noteholders in any period. If the Corporation receives prepayments on the Eligible Loans, those amounts will generally be used to make principal payments as described below under the caption "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES—Revenue Fund; Flow of Funds" herein, which could shorten the average life of the Notes. Consequently, the length of time that the Notes are outstanding and accruing interest may be shorter than expected and may significantly affect a Noteholder's actual yield to maturity.

On the other hand, the Eligible Loans may be extended as a result of grace periods, deferment periods and, under some circumstances, forbearance periods, which may all be extended as authorized by the Higher Education Act. This may lengthen the remaining term of the Eligible Loans and delay principal payments to Noteholders. In addition, scheduled payments with respect to the Eligible Loans may be reduced and the maturities of the Eligible Loans may be extended under certain repayment schedules available under the Higher Education Act, including income sensitive and income based repayment schedules. If a borrower uses any of these periods or schedules, it may lengthen the remaining term of the Eligible Loans and delay principal payments. Furthermore, the amount available for distribution to Noteholders will be reduced if borrowers fail to pay timely the principal and interest due on the Eligible Loans. Consequently, the length of time that the Notes are outstanding and accruing interest may be longer than expected.

The redemption of the Notes that would result from the Corporation exercising its optional redemption on any Monthly Distribution Date when the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance creates additional uncertainty regarding the timing of payments to Noteholders of the Notes. The effect of these factors is impossible to predict. The Noteholders will bear entirely any reinvestment risks resulting from a faster or slower incidence of prepayment of the Eligible Loans.

Certain amendments to the Indenture and other actions may be taken without Noteholders' approval

Certain changes to the Indenture or other actions may be taken without the consent of the Noteholders as described in the Indenture. See "APPENDIX A—FORM OF THE INDENTURE" hereto. Under the Indenture, Noteholders of specified percentages of the aggregate principal amount of the Notes may consent to an amendment or supplement or waive provisions of the Indenture without the consent of the other Noteholders. The Noteholders may vote in a manner which impairs the ability to pay principal and interest on the Notes.

Commingling of payments on Eligible Loans

Payments received on the Eligible Loans generally are deposited into an account in the name of the Servicer each Business Day. However, payments received on the Eligible Loans will not be segregated from payments the Servicer receives on other student loans it services. Such amounts are transferred to the Trustee for deposit into the Revenue Fund within two Business Days of receipt by the Servicer. If the Servicer is unable to transfer such funds to the Trustee, Noteholders may suffer a loss. Furthermore, if the commingled account becomes subject to a claim in litigation or is attacked in a proceeding in bankruptcy or otherwise, the Servicer may be unable to transfer payments received on the Eligible Loans to the Trustee, and the Corporation may be unable to pay principal and interest on the Notes from assets in the Trust Estate.

The Eligible Loans are unsecured and the ability of a Guaranty Agency to honor its guarantee may become impaired

The Higher Education Act requires that all FFELP loans be unsecured. As a result, the only security for payment of the Eligible Loans is the guarantee provided by a Guaranty Agency.

A deterioration in the financial status of a Guaranty Agency and its ability to honor guarantee claims on defaulted FFELP loans could delay or impair the Guaranty Agency's ability to make claims payments. The financial condition of a Guaranty Agency can be adversely affected if it submits a large number of reimbursement claims to the Department, which results in a reduction of the amount of reimbursement that the Department is obligated to pay the Guaranty Agency. The Department may also require a Guaranty Agency to return its reserve funds to the Department upon a finding that the reserves are unnecessary for the Guaranty Agency to pay its program expenses or to serve the best interests of the FFEL Program. The inability of any Guaranty Agency to meet its guarantee obligations could reduce the amount of money available to pay principal and interest to the owners of the Notes or delay those payments past their due date.

If the Department has determined that a Guaranty Agency is unable to meet its guarantee obligations, the loan holder may submit claims directly to the Department and the Department is required to pay the full guarantee claim amount due with respect to such claims. However, the Department's obligation to pay guarantee claims directly in this fashion is contingent upon the Department's making the determination that a Guaranty Agency is unable to meet its guarantee obligations. The Department may not ever make this determination with respect to a Guaranty Agency and, even if the Department of Education does make this determination, payment of the guarantee claims may not be made in a timely manner.

Congressional actions may affect the Eligible Loan Portfolio

The Department's authority to provide Interest Subsidy Payments, Special Allowance Payments, and guarantees and federal reinsurance for loans originated under the Higher Education Act terminates on a date specified in the Higher Education Act. The Higher Education Act must be reauthorized by Congress periodically in order to prevent sunset of the Higher Education Act. The current reauthorization of the Higher Education Act expires in 2014. Funds for payment of interest subsidies and other payments under the FFELP are subject to annual budgetary appropriation by Congress. Federal budget legislation has in the past contained provisions that restricted payments made under the FFELP to achieve reductions in federal spending. Future federal budget legislation may adversely affect expenditures by the Department, and the financial condition of a Guaranty Agency.

Congressional amendments to the Higher Education Act or other relevant federal laws, and rules and regulations promulgated by the Secretary, may adversely impact holders of FFELP loans. For example, changes might be made to the rate of interest paid on FFELP loans, to the level of guarantee provided by Guaranty Agencies or to the servicing requirements for FFELP loans. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto.

Variety of factors affecting borrowers

Collections on the Eligible Loans during a monthly Collection Period may vary greatly in both timing and amount from the payments actually due on such Eligible Loans for that Collection Period for a variety of economic, social and other factors.

Failures by borrowers to pay timely the principal and interest on their Eligible Loans or an increase in deferments or forbearances could affect the timing and amount of Available Funds for any Collection Period and the Corporation's ability to pay principal of and interest on the Notes from the assets in the Trust Estate. The effect of these factors, including the effect on the timing and amount of Available Funds for any Collection Period and the Corporation's ability to pay principal of and interest on the Notes from the assets of the Trust Estate, is impossible to predict.

In general, a guaranty agency reinsured by the Department of Education will guarantee 100% of each FFELP loan originated before October 1, 1993, 98% of each FFELP Loan originated on or after October 1, 1993 and before July 1, 2006, and 97% of each FFELP Loan originated on or after July 1, 2006. As a result, if a borrower of an Eligible Loan defaults on a loan that is not 100% guaranteed, the Trust Estate will experience a loss of approximately 2% or 3%, as the case may be, of the outstanding principal and accrued interest on the defaulted loan. The Corporation does not have any right to pursue the borrower for the remaining portion that is not subject to the guarantee.

If defaults occur on the Eligible Loans and the credit enhancement described herein is not sufficient, you may suffer a delay in payment or a loss on your Notes.

Failure to comply with loan origination and servicing procedures for FFELP loans may result in loss of guarantee and other benefits

The Higher Education Act and its implementing regulations require holders of FFELP loans and guaranty agencies guaranteeing FFELP loans to follow specified procedures in making and collecting on those FFELP loans. If the Corporation failed or fails to follow those procedures, or if any Guaranty Agency, originator or Servicer of FFELP loans fails to follow those procedures, the Department of Education and the Guaranty Agencies may refuse to pay claims on defaulted loans submitted by the Servicer on behalf of the Trust Estate. If the Department of Education or a guaranty agency refused to pay a claim, it would reduce the revenues of the Trust Estate and impair the Corporation's ability to pay principal and interest on the Notes. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto and "—Noncompliance with the Higher Education Act" herein.

Bankruptcy or insolvency of the Servicers

In the event of a default by the Servicers resulting from events of insolvency or bankruptcy, a court, conservator, receiver or liquidator may have the power to prevent the Trustee or the Noteholders from appointing a successor servicer and delays in collections in respect of the Eligible Loans may occur. Any delay in the collections of Eligible Loans may delay payments to Noteholders.

If the Servicers fail to comply with the Department of Education's third-party servicer regulations regarding FFELP loans, payments on the Notes could be adversely affected

The Department of Education regulates each servicer of FFELP loans. Under these regulations, a third-party servicer is jointly and severally liable with its client lenders for liabilities to the Department of Education arising from its violation of applicable requirements. In addition, if the Servicer fails to meet standards of financial responsibility or administrative capability included in the regulations, or violates other requirements, the Department of Education may fine the Servicer and/or limit, suspend, or terminate the Servicer's eligibility to contract to service FFELP loans. If the Servicer were so fined or held liable, or its eligibility were limited, suspended, or terminated, its ability to properly service the Eligible Loans and to satisfy its obligation to purchase any Eligible Loans with respect to which it has breached its representations, warranties or covenants could be adversely affected. In addition, if the Department of Education terminates the Servicer's eligibility to service FFELP loans, a servicing transfer will take place and there may be costs of the transfer and delays in collections and temporary disruptions in servicing on the Eligible Loans. Any servicing transfer may adversely affect payments to the Noteholders.

Optional redemption of the Notes

The Notes may be repaid before expected in the event:

- of an optional redemption (when the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance) as described under "THE NOTES—Optional Redemption of the Notes" herein; or

- the amounts on deposit in the Reserve Fund and the Revenue Fund are on any Monthly Distribution Date sufficient to pay the remaining principal amount of and accrued interest on the Notes and the Series B Carry-Over Amount as described under "THE NOTES—Principal Distributions" herein.

Any such event would result in the early retirement of the Notes outstanding on that date. If this happens, the yield on your Notes may be affected and you will bear the risk that you cannot reinvest the money you receive in comparable bonds at an equivalent yield. The Notes may also be repaid after you expect them to be in the event the Corporation's release option is not exercised. If this happens, the yield on your Notes may be affected and you will not recover the principal of your investment as soon as you may have expected.

Incentive or Borrower Benefit Programs

The Eligible Loans may be subject to various borrower incentive programs. Any incentive program that effectively reduces borrower payments or principal balances on Eligible Loans may result in the principal amount of Eligible Loans amortizing faster than anticipated. Although the Corporation has used historical data as to utilization of such benefits in preparing the cash flow projections, the Corporation cannot accurately predict the number of borrowers that will fully utilize the borrower benefits provided under the rate relief programs currently offered by the Corporation. The greater the number of borrowers that utilize such benefits with respect to Eligible Loans, the lower the total loan receipts on such Eligible Loans.

Consumer protection lending laws

Numerous federal and state consumer protection laws and related regulations impose substantial requirements upon lenders and servicers involved in consumer finance. Also, some state laws impose finance charge ceilings and other restrictions on certain consumer transactions and require certain disclosures of legal rights and obligations in addition to those required under federal law. Furthermore, to the extent applicable, these laws can impose specific statutory liabilities upon creditors who fail to comply with their provisions and may affect the enforceability of the loan. In some cases, this liability could affect an assignee's ability to enforce consumer finance contracts such as the Eligible Loans.

Currently, the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 preserves the changes made in the 1998 amendments to the Bankruptcy Code which had removed one of the two exceptions to non-dischargeability of Eligible Loans making it more difficult to discharge an Eligible Loan in bankruptcy. Bankruptcy reform legislative proposals to alter the non-dischargeability of Eligible Loans have been discussed and/or introduced in the Congress of the United States among which include proposals to allow private student loans to be dischargeable in bankruptcy. No assurance can be given as to whether these or any alternative bankruptcy reform legislative proposals will be enacted at the federal level.

Uncertainty of available remedies

The remedies available to the Trustee or Noteholders upon an Event of Default under the Indenture are in many respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (Federal Bankruptcy Code), the remedies provided in the Indenture may not be readily available or may be limited. The various legal opinions delivered concurrently with the issuance of the Notes will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, moratorium, insolvency, judicial discretion, or other similar laws affecting the rights or remedies of creditors generally and by limitations on the availability of equitable remedies. There can be no assurance that the occurrence of an Event of Default or a bankruptcy, reorganization, or insolvency proceeding will not occur or that, if they occur, such occurrence will not materially adversely affect the Corporation's ability to pay the principal of and interest on the Notes from the assets in the Trust Estate, as and when due.

General economic conditions

The United States and in particular the State of California (where, as of the Statistical Cut-off Date, over 63.3% (based on outstanding principal balance) of the borrowers reside or attend school) continue to experience a recession and higher unemployment. A continued downturn in the economy resulting in increasing unemployment either regionally or nationally may result in increased defaults by borrowers in repaying Eligible Loans. Failures by borrowers to pay timely the principal of and interest on the Eligible Loans or an increase in deferments or forbearances could affect the timing and amount of Available Funds for any Collection Period and the ability to pay principal of and interest on the Notes. The effect of these factors, including the effect on the timing and amount of Available Funds for any Collection Period and the ability to pay principal of and interest on the Notes, is impossible to predict.

Servicemembers Civil Relief Act

The Servicemembers Civil Relief Act (the "Relief Act"), 50 *U.S.C. App.* § 501 *et seq.* updates and replaces the Soldiers' and Sailors' Civil Relief Act of 1940. The Relief Act provides persons in military service with certain legal protections and benefits, such as a reduction of interest on debts incurred prior to entering military service, protection from court actions and default judgments, and stays

on proceedings such as garnishments. Pursuant to the Relief Act, FFELP borrowers who enter military service shall not incur interest in excess of six percent (6%) per year during their military service. Any interest greater than six percent (6%) is forgiven by the Corporation.

Military Service Obligations and Natural Disasters

Military service obligations and national disasters may result in delayed payments from borrowers. Congress has enacted statutes and other guidelines that provide relief to borrowers who enter active military service, to borrowers in reserve status who are called to active duty after the origination of their student loan, and to individuals who live in a disaster area or suffer a direct economic hardship as a result of a national emergency. See the captions "—Higher Education Relief Opportunities for Students Act of 2003" herein and "—Servicemembers Civil Relief Act" herein.

The number and aggregate principal balance of Eligible Loans that may be affected by the application of these statutes and other guidelines will not be known at the time the Corporation issues the Notes. If a substantial number of borrowers of Eligible Loans become eligible for the relief under these statutes and other guidelines, there could be an adverse effect on the total collections on those Eligible Loans and the Corporation's ability to make principal and interest payments on the Notes from assets in the Trust Estate.

Higher Education Relief Opportunities for Students Act of 2003

The Higher Education Relief Opportunities for Students Act of 2003 (the "2003 HEROES Act") authorizes the Secretary to waive or modify any statutory or regulatory provisions applicable to student financial aid programs under Title IV of the Higher Education Act as the Secretary deems necessary for the benefit of "affected individuals" who:

(i) are serving on active military duty or performing qualifying national guard duty during a war or other military operation or national emergency;

(ii) reside or are employed in an area that is declared by any federal, state or local office to be a disaster area in connection with a national emergency; or

(iii) suffered direct economic hardship as a direct result of war or other military operation or national emergency, as determined by the Secretary.

The Secretary is authorized to waive or modify any provision of the Higher Education Act to ensure that:

(i) such recipients of student financial assistance are not placed in a worse financial position in relation to that assistance;

(ii) administrative requirements in relation to that assistance are minimized;

(iii) calculations used to determine need for such assistance accurately reflect the financial condition of such individuals;

(iv) provision is made for amended calculations of overpayment; and

(v) institutions of higher education, eligible lenders, guaranty agencies and other entities participating in such student financial aid programs that are located in, or whose operations are directly

affected by, areas that are declared to be disaster areas by any federal, state or local official in connection with a national emergency may be temporarily relieved from requirements that are rendered infeasible or unreasonable.

The number and aggregate principal balance of student loans that may be affected by the application of the HEROES Act of 2003 is not known at this time. Accordingly, payments the Corporation receives on student loans made to a borrower who qualifies for such relief may be subject to certain limitations. If a substantial number of borrowers become eligible for the relief provided under the HEROES Act of 2003, there could be an adverse effect on the total collections on the Eligible Loans and the Corporation's ability to pay principal and interest on the Notes.

Certain factors relating to security

The Corporation has covenanted in the Indenture that the pledged assets are and will be free and clear of any pledge, lien, charge or encumbrance thereon equal or superior to those created under the Indenture. The Corporation acquired the Eligible Loans by origination, consolidation and purchase. With respect to Eligible Loans acquired by purchase, the Corporation customarily obtains representations and warranties from the sellers as to several matters, including that the Eligible Loans were originated in accordance with the Higher Education Act and that the Eligible Loans will be transferred to the Corporation free of any lien. Notwithstanding the foregoing, under applicable law, security interests in such Eligible Loans may exist. Therefore, no absolute assurance can be given that liens other than the lien of the Indenture do not and will not exist. In addition, notwithstanding any representations and warranties which may be made by a seller of Eligible Loans, no assurance can be given that such seller would, or would be financially able to, honor any repurchase obligation or to pay any damages resulting from any legal action brought by the Corporation against such seller.

Turmoil in the credit markets

There have been changes in the credit markets since the fall of 2007 that have dramatically changed the way that the Corporation does business. Since its inception in 1980, the Corporation regularly financed its student loan purchases on a long-term basis through the issuance of revenue bonds secured by the student loans it originated or purchased with the proceeds of such bonds. Due to the turmoil in the credit markets, the cost of asset-backed securities financings has increased and their availability has decreased. Some of the issues that have made asset-backed borrowings more difficult include: the collapse of the auction rate securities market (as discussed below); the downgrade of national bond insurers; limited availability of credit support and liquidity in the market; the requirement by those credit and liquidity providers that are in the market of increasingly higher amounts of equity and higher fees payable to such credit and liquidity providers in financings; and the establishment by the credit rating agencies of significantly more rigorous assumptions and requirements. In addition to the turmoil in the credit markets, the changes in FFELP (as discussed herein) have adversely impacted the profitability of FFELP loans. In addition, the elimination of FFELP is likely to have an adverse impact on the Corporation.

Due to the limited recourse nature of the Trust Estate for the Notes and the appointment of ALL Management, as Subadministrator, the turmoil in the credit markets should not impact the payment of the Notes unless it causes (i) erosion in the finances of ALL Management to such an extent that it cannot perform any administration or similar obligations under the Indenture or (ii) causes the interest rates on the Notes to increase more than the interest rates and subsidies received by the Corporation on the Eligible Loans.

Corporation's ability to refinance its outstanding auction rate securities may be limited

As of October 31, 2013, the Corporation had approximately $594,025,000 in principal amount of auction rate securities outstanding (such amount includes $457,075,000 in aggregate principal amount of the Refunded Bonds anticipated to be purchased with proceeds of the Notes). Since February 12, 2008, almost every auction of these auction rate securities issued by the Corporation has failed to attract enough bidders, resulting in "failed auctions." The Corporation is unable to predict if such failed auctions with respect to the Corporation's auction rate securities will continue to occur and, if so, for how long they will continue.

The Corporation has considered a wide variety of options relative to the Corporation's auction rate securities. These options include the refinancing of the Corporation's auction rate securities and the sale of certain loans financed under the indentures under which such bonds were issued, thus permitting a redemption or cancellation of some of the Corporation's auction rate securities. The Corporation currently lacks funds to accomplish all of such actions, and it has not been able to obtain financial commitments from third parties that permit it to accomplish a complete refinancing or permitted sale of loans. The Corporation is unsure when, if ever, it will be able to obtain such financial commitments to permit additional refinancing of auction rate securities or permitted sale of such loans.

The inability of a seller or Servicer to meet their respective purchase obligations may result in losses on Notes

Under some circumstances, the Corporation may have the right to require a seller to purchase or provide a substitute for an Eligible Loan or may have the right to require a Servicer to purchase an Eligible Loan. This right against a seller arises generally if a FFELP Loan ceases to be guaranteed or insured (and a guarantee or insurance claim is not paid) by a guaranty agency or by the United States for acts or omissions occurring prior to the sale of the Eligible Loan to the Corporation or is determined to be encumbered by a lien, other than the lien of the Indenture, and if the same is not cured within the applicable cure period. This right against a Servicer arises generally as the result of a breach of certain covenants with respect to the servicing of such Eligible Loan, and the same is not cured within the applicable cure period. There is no guarantee that a seller or a Servicer will have the financial resources to make a purchase or substitution. In this case, the Noteholders will bear any resulting loss.

Superior security interest

If, through inadvertence or fraud, Eligible Loans were to be sold to a purchaser who purchases in good faith without knowledge of the Trustee's security interest, such purchaser may defeat the Trustee's security interest. Custody of the loan documents for the Eligible Loans is maintained by the Servicers. The loan documents may not be physically segregated or marked to evidence the Trustee's interest in those Eligible Loans. A third party that obtained control of the loan documents from a Servicer might be able to assert rights that defeat the Trustee's security interest.

The use of master promissory notes for the Eligible Loans may delay receipt of principal and interest on an Eligible Loan

Eligible Loans made under FFELP may be evidenced by a master promissory note. Once a borrower executes a master promissory note with a lender, additional student loans made by the lender to

such borrower are evidenced by a confirmation sent to the borrower, and all student loans to such borrower are governed by the single master promissory note.

A student loan evidenced by a master promissory note may be pledged as security or sold independently of the other student loans governed by the master promissory note. If the Corporation acquires an Eligible Loan evidenced by a master promissory note and does not retain possession of the master promissory note, other parties could claim an interest in the Eligible Loans. This could occur if another party secured by another loan evidenced by the same master promissory note or the holder of the master promissory note were to take an action inconsistent with the Corporation's rights to an Eligible Loan, such as delivery of a duplicate copy of the master promissory note to a third party for value.

The Trustee may be forced to sell the Eligible Loans at a loss after an Event of Default

Upon the occurrence of an Event of Default under the Indenture, Eligible Loans may have to be sold. However, it may not be possible to find a purchaser for such Eligible Loans. Also, the market value of such Eligible Loans plus other assets in the Trust Estate available for the payment of the Notes may not equal the principal amount of outstanding Notes plus accrued interest. The secondary market for Eligible Loans could also be further diminished, resulting in fewer or no potential buyers of such Eligible Loans and lower prices or no bids available in the secondary market for such Eligible Loans. Noteholders may suffer a loss in circumstances such as these if purchaser(s) cannot be found who are willing to pay sufficient prices for such Eligible Loans.

The characteristics of the portfolio of Eligible Loans may change

The characteristics of the pool of Eligible Loans expected to be pledged to the Trustee are described under "CHARACTERISTICS OF THE ELIGIBLE LOANS" herein and are described herein as of the Statistical Cut-off Date. In the event that the principal amount of Eligible Loans required to provide collateral for the Notes varies from the amounts anticipated herein, whether by reason of a change in the collateral requirement necessary to obtain the ratings on the Notes described herein under the caption "RATINGS" herein, the rate of amortization or prepayment on the portfolio of Eligible Loans from the Statistical Cut-off Date to the Date of Issuance of the Notes varying from the rates that were anticipated, or otherwise, the portfolio of Eligible Loans to be pledged to the Trustee may consist of a subset of the pool of Eligible Loans described herein or may include additional Eligible Loans not described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS" herein.

The aggregate characteristics of the entire pool of Eligible Loans, including the composition of the Eligible Loans and the related borrowers, the related Guaranty Agencies, the related Servicers, the distribution by student loan type, the distribution by interest rate, the distribution by principal balance and the distribution by remaining term to scheduled maturity, may vary from the information presented herein, since the information presented herein is as of the Statistical Cut-off Date, and the date that the Eligible Loans will be pledged to the Trustee under the Indenture will occur after that date. The aggregate characteristics may also vary as a result of the inclusion of Eligible Loans not described herein or the exclusion of Eligible Loans that are described herein, in each case for the reasons described in the preceding paragraph.

The Corporation believes that the information set forth in this Offering Memorandum with respect to the student loans as of the Statistical Cut-off Date is representative of the characteristics of the student loans as they will exist at the end of the Acquisition Period once the pool of student loans described in "CHARACTERISTICS OF THE ELIGIBLE LOANS" have been pledged to the Trustee

under the Indenture. You should consider potential variances when making your investment decision concerning the Notes. See "CHARACTERISTICS OF THE ELIGIBLE LOANS" herein.

The Corporation may not be able to use all of the proceeds of the Notes to acquire Eligible Loans and may be required to pay principal on the Notes earlier than anticipated

Any amounts remaining on deposit in the Loan Fund at the end of the Acquisition Period will be transferred to the Revenue Fund on the first Business Day following the end of the Acquisition Period and this could result in additional principal payments on the Notes, resulting in payment of principal earlier than anticipated and a shortening of the weighted average life of the Notes, and any reinvestment risk would be borne by Noteholders.

The Notes are expected to be issued only in book-entry form

The Notes are expected to be issued in book-entry from only, represented by one or more certificates initially registered in the name of Cede & Co., the nominee for DTC. You will be able to exercise your rights as beneficial owner only indirectly through DTC and its participating organizations (collectively, "DTC Participants").

The furnishing of notices and other communications by DTC to DTC Participants, and directly and indirectly through the DTC Participants to you, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. See "The NOTES—Book-Entry-Only System" herein. Furthermore, you may suffer delays in the receipt of distributions on the Notes, and your ability to pledge or otherwise take actions with respect to your interest in your Notes may be limited due to the lack of a physical certificate evidencing such interest.

The ratings of the Notes from the Rating Agencies are not a recommendation to purchase and may change, affecting the price of your Series A Notes or Series B Notes

It is a condition to the issuance of the Notes that they be rated as indicated under "RATINGS" herein. In August 2011, S&P downgraded the long-term sovereign credit rating of the United States of America. Subsequent and related to that downgrade, the ratings assigned by S&P on various outstanding student loan-backed securities were lowered, as the Department of Education is obligated to make Special Allowance Payments and Interest Subsidy Payments with respect to the FFELP loans securing such student loan-backed securities, and to reimburse the Guaranty Agencies for payments made on defaulted FFELP loans. On October 15, 2013, Fitch placed the AAA rating of the long-term debt of the United States of America on Rating Watch Negative. Commencing October 16, 2013, Fitch placed all existing issuances of "AAA" rated tranches of FFELP securitizations on Rating Watch Negative and noted that new issuances of "AAA" rated tranches of FFELP securitizations (such as is expected for the Series A Notes) are likely to carry Rating Watch Negative, reflecting Fitch's placement of the rating of the long-term debt of the United States of America on Rating Watch Negative on October 15, 2013. Ratings are based primarily on the creditworthiness of the underlying Eligible Loans, the amount of credit enhancement and the legal structure of the transaction. The ratings are not a recommendation to you to purchase, hold or sell the Series A Notes or the Series B Notes inasmuch as the ratings do not comment as to the market price or suitability for you as an investor. Ratings may be increased, lowered or withdrawn by any rating agency at any time if in the rating agency's judgment circumstances so warrant. A

downgrade in the rating of your Series A Notes or Series B Notes is likely to decrease the price a subsequent purchaser will be willing to pay for your Notes. The ratings of the Notes by the rating agencies will not address the market liquidity of the Series A Notes or the Series B Notes.

Rating Agencies may have conflicts of interest; unsolicited ratings

The Corporation will pay a fee to each of Fitch and S&P to assign the initial credit ratings to the Series A Notes and a fee to Fitch to assign the initial credit rating to the Series B Notes on or before the Date of Issuance of the Notes. Being paid by the Corporation or an underwriter to issue or maintain a credit rating on an asset-backed security may create a conflict of interest for rating agencies; this conflict is particularly acute because arrangers of asset-backed securities transactions provide repeat business to such rating agencies.

Other rating agencies, which may have different methodologies, criteria, models and requirements, could also provide unsolicited ratings on the Series A Notes or the Series B Notes, which ratings may be lower than those assigned by each of Fitch and S&P. Any unsolicited ratings may be issued prior to, on or after the Date of Issuance and will not be reflected herein. If another rating agency issues a lower rating, the liquidity, market value and regulatory characteristics of the Series A Notes or the Series B Notes could be materially and adversely affected.

Ratings of other student loan backed securities may be reviewed or downgraded; lowering of the credit rating of the United States of America may adversely affect the market value of your Series A Notes or Series B Notes

Recent disruptions in the credit markets, the widening of interest rate spreads and the collapse of the auction rate securities market have caused certain of the rating agencies to review the ratings assigned to certain securities, including student loan backed securities. Additionally, most student loan asset-backed securities are sensitive to spreads between commercial paper rates and LIBOR rates, and such spreads have been wider than historical levels since the credit market disruption began in 2008. Ratings actions may take place at any time. The Corporation cannot predict the timing of any ratings actions, nor can the Corporation predict whether the ratings assigned to the Series A Notes or the Series B Notes will be downgraded.

In August 2011, S&P downgraded the long-term sovereign credit rating of the United States of America. Subsequent and related to that downgrade, the ratings assigned by S&P on various outstanding student loan-backed securities were lowered, as the Department of Education is obligated to make Special Allowance Payments and Interest Subsidy Payments with respect to the FFELP loans securing such student loan-backed securities, and to reimburse the Guaranty Agencies for payments made on defaulted FFELP loans. In November 2011, Fitch affirmed its AAA rating of the long-term debt of the United States of America, but revised its Outlook from Stable to Negative. Subsequently, Fitch revised its Outlook to Negative on all AAA-rated FFELP loan asset-backed notes. In June 2013, Fitch affirmed its AAA rating of the long-term debt of the United States of America, with the Outlook remaining Negative. On October 15, 2013, however, Fitch placed the AAA rating of the long-term debt of the United States of America on Rating Watch Negative. Commencing October 16, 2013, Fitch placed all existing issuances of "AAA" rated tranches of FFELP securitizations on Rating Watch Negative and noted that new issuances of "AAA" rated tranches of FFELP securitizations (such as the Series 2013-2 Notes) are likely

to carry Rating Watch Negative, reflecting Fitch's placement of the rating of the long-term debt of the United States of America on Rating Watch Negative on October 15, 2013.

In Fitch's view, the rating on FFELP loan asset-backed notes is directly linked to the long-term debt rating of the United States of America, since the underlying collateral is guaranteed by the Department, which carries the full faith and credit of the United States government. While the "AAAsf" rating is still attainable for new issuances of FFELP loan asset-backed notes (including the Series A Notes), the rating on the Series 2013-2 Notes will likely carry a Rating Watch Negative on the Date of Issuance. In addition, other student loan asset-backed securities were downgraded in connection with rating agencies revising their methodologies with respect to failed auction rate securities, basis risk, and loan default expectations, among other factors. Depending on the ratings assigned, the stated reasons for a lower rating and other factors, the liquidity, market value and regulatory characteristics of the Series A Notes or the Series B Notes could be materially and adversely affected. The Corporation cannot predict the timing of any ratings actions.

The Notes are not auction rate securities. Nevertheless, any further adverse action by the rating agencies regarding other student loan-backed securities issued previously by the Corporation or by any other entities may adversely affect the market value of the Series A Notes or the Series B Notes or any secondary market for the Series A Notes or the Series B Notes that may develop.

IRS Examination

The Corporation received a notification from the IRS that certain of the Corporation's tax-exempt bonds in the Series IV Indenture have been selected by the IRS for examination. A portion of the Series IV Indenture bonds are being refinanced with proceeds of the Notes. See the caption "THE CORPORATION—IRS Examination" herein.

Investigations and other actions affecting the student loan industry

Published reports have described various investigations, IRS audits and other actions with respect to the student loan industry. For example, a number of state attorneys general and the U.S. Senate Committee on Health, Education, Labor and Pensions have announced or are reportedly conducting broad inquiries or investigations of the activities of various participants in the student loan industry, including, but not limited to, activities that may involve perceived conflicts of interest. There is no assurance that the Corporation or any Servicer or any Guaranty Agency will not be subject to inquiries or investigations. While the Corporation cannot predict the ultimate outcome of any inquiry or investigation, it is possible that these inquiries or investigations and regulatory developments may affect the Corporation's ability to perform its obligations under the Indenture and pay principal of and interest on the Notes Outstanding from assets in the Trust Estate.

Forward-looking statements

If and when included in this Offering Memorandum, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "assumes" and analogous expressions are intended to identify forward-looking statements and any such statements inherently are subject to a variety of risks and uncertainties that could cause actual results to differ materially from those that have been projected. Such risks and uncertainties include, among others, general economic and business conditions, changes in political, social and economic conditions, regulatory initiatives and compliance with governmental regulations, litigation and various other events, conditions and circumstances, many of which are beyond the control of the Corporation. These forward-looking statements speak only as of the date of this Offering Memorandum. The Corporation disclaims any obligation or undertaking to release publicly any

updates or revisions to any forward-looking statement contained herein to reflect any changes in the Corporation's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

Federal budgetary appropriation may affect your Notes and the financed student loans

The FFEL Program is administered by the Department, whose operations are subject to federal budgetary appropriation. In addition, holders and guarantors of FFELP loans, and servicers of FDSL loans, are contractually entitled to receive a variety of federal payments from the Department, subject to the terms and conditions of the respective programs. Prior to the recent partial federal government shutdown which lasted from October 1, 2013 through October 16, 2013, the Department provided assurance that there would be minimal impact on schools, lenders, and guaranty agencies and their ability to administer the FFEL Program and FDSL program. Specifically, all federal student loan servicing and debt collection systems and related Web sites remained operational. However, if Congress were to fail to extend the statutory federal debt authorization ceiling or the federal budgetary process were to otherwise constrain the Department's financial resources, then there could be no assurance of the Department's ability to administer the FFEL Program and FDSL program or to make full and timely payments as contractually due from it to all FFEL Program and FDSL program participants. See " —Changes to federal law" and "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM".

Risks related to Conflicts of Interest of the Underwriter and Seller of the Refunded Bonds

Morgan Stanley & Co. LLC ("Morgan Stanley"), as the Underwriter and the seller of the Refunded Bonds to the Corporation has certain conflicts of interest relating to the sale of the Refunded Bonds and the underwriting of the Notes. In connection with the purchase of the Refunded Bonds and the underwriting of this transaction, Morgan Stanley may have entered into various arrangements including but not limited to receiving or paying compensation, commissions, payments, rebates, remuneration and business opportunities, in connection with or as a result of this offering of the Notes. Morgan Stanley is anticipated to be the sole holder of all of the Refunded Bonds on the Date of Issuance of the Notes. At such time, the Corporation will use certain proceeds of the Notes to purchase all such Refunded Bonds from Morgan Stanley. See "PLAN OF DISTRIBUTION—Conflicts of Interest" herein. Morgan Stanley may have purchased the Refunded Bonds at a price lower than the price it will receive from the Corporation. Morgan Stanley may have purchased some or all of the Refunded Bonds in order to facilitate a securitization such as the offering of the Notes. A completed sale of the Notes to third parties would eliminate Morgan Stanley's exposure to the risk of ownership of the Refunded Bonds. As a result, Morgan Stanley has a material economic interest in the successful outcome of the purchase of the Refunded Bonds on the Date of Issuance.

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PLAN OF FINANCING

Sources and Uses of Funds

The following are the estimated sources and uses of proceeds of the Notes:

Sources of Funds

	Total
Proceeds of the Notes	$441,373,864
Total Sources of Funds	$441,373,864

Uses of Funds

Deposit to Loan Fund [1][2][3]	$440,248,588
Deposit to Reserve Fund	1,125,276
Total Uses of Funds	$441,373,864

(1) This deposit to the Loan Fund, together with certain cash pledged to the Series IV Indenture, will be used to (i) purchase $512,380,322 in aggregate principal amount of the Corporation's Series IV Bonds on the Date of Issuance (the "Refunded Bonds") and (ii) transfer or acquire the expected pool of Eligible Loans described in "CHARACTERISTICS OF THE ELIGIBLE LOANS" from the Corporation and the Series IV Indenture during the Acquisition Period. The Corporation expects to transfer or acquire the majority of the pool of Eligible Loans described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS" on the Date of Issuance into the Indenture (i) after the Refunded Bonds are retired and certain Eligible Loans are released from the Series IV Indenture and (ii) after certain other loans are acquired by the Corporation, but the Corporation may transfer or acquire all such Eligible Loans at any time during the Acquisition Period. During the Acquisition Period, any available funds on deposit in the Loan Fund may be used to effect the transfer or acquisition of such expected pool of Eligible Loans described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS," and any remaining available amounts may be used to transfer or acquire additional Eligible Loans not described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS." See "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES—Loan Fund." Amounts in the Loan Fund that are not used for such purpose will be transferred to the Revenue Fund on the first Business Day after the end of the Acquisition Period.

(2) On the Date of Issuance, Morgan Stanley is anticipated to be the holder of all of the Refunded Bonds to be purchased. See "PLAN OF DISTRIBUTION—Conflicts of Interest" herein.

(3) Costs of issuance relating to the Notes will be paid with other funds not described in the above table.

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THE NOTES

General Terms of the Notes

The Notes will be issued pursuant to the terms of the Indenture. The Notes will receive payments primarily from collections on a pool of student loans held by the Corporation and pledged under the Indenture.

The Notes will initially be dated and will bear interest from the date of delivery. The Notes will receive monthly distributions of principal and interest on the 25th day (or the next Business Day if it is not a Business Day) of each calendar month as described in this Offering Memorandum, commencing on February 25, 2014. Principal payments will be allocated, *first*, to the Series A Notes until paid in full and, *second*, to the Series B Notes until paid in full.

The Notes will be issued in fully registered form in denominations of $100,000 and any integral multiple of $1,000 above $100,000.

Interest Payments

Interest will accrue on the Notes at their respective interest rates during each interest accrual period. The initial interest accrual period for the Notes begins on the Date of Issuance and ends on the day preceding the first Monthly Distribution Date. For all other Monthly Distribution Dates, the interest accrual period will begin on the prior Monthly Distribution Date and end on the day before such Monthly Distribution Date.

Interest on the Notes will be payable to the Noteholders of the Notes on each Monthly Distribution Date commencing on February 25, 2014. Subsequent Monthly Distribution Dates for the Notes will be on the 25th day of each calendar month, or if any such day is not a Business Day, the next Business Day.

The amount of interest actually payable on each Monthly Distribution Date is equal to the respective interest distribution amounts (as described below), which includes any interest distribution amount payable as of any prior Monthly Distribution Date but not previously paid plus, to the extent lawful, interest on prior unpaid interest distribution amount at the interest rate applicable to each Series of the Notes. The interest distribution amounts will be payable on each Monthly Distribution Date to the Noteholders of record as of the close of business on the record date (the Business Day preceding the related Monthly Distribution Date) until maturity or earlier payment of the Notes. Interest distributions on the Series B Notes are subject to the Series B Interest Cap (defined below), which, for any Monthly Distribution Date (other than the first Monthly Distribution Date for which Series B Interest Cap will not apply), may result in the interest which would otherwise accrue on the Series B Notes exceeding the Interest Distribution Amount for the Series B Notes. Any such excess is referred to herein as the Series B Carry-Over Amount, as defined below. To the extent lawful, the Series B Carry-Over Amount shall bear interest at the interest rate applicable to the Series B Notes.

Interest payments on the Notes for any Monthly Distribution Date will generally be funded from Available Funds remaining after all required prior distributions, including, with respect to the Series B Notes, interest distributions on the Series A Notes; and if necessary, from amounts on deposit in the Reserve Fund. Interest distribution amounts relating to an Interest Accrual Period will be paid on the following Monthly Distribution Date *first* to the Series A Notes and *second* to the Series B Notes, in that order. Failure to make interest payments on the Series B Notes is not an Event of Default under the Indenture if any Series A Notes remain outstanding. Payment of the Series B Carry-Over Amount is payable at a lower priority, and the failure to pay such Series B Carry-Over Amount is not an Event of

Default under the Indenture. To the extent that there are insufficient Available Funds for the payment of the Series B Carry-Over Amount on or after the Stated Maturity of the Series B Notes, such Series B Carry-Over Amount and the interest thereon shall be cancelled and shall not be paid. See the caption "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES—Revenue Fund; Flow of Funds" herein. To the extent that there are insufficient Available Funds for the payment of the Series B Noteholders' Interest Distribution Amount (defined below), the Series B Note Interest Shortfall (defined below) will be allocated pro rata to the Series B Noteholders, based upon the principal amount held by each Series B Noteholder. To the extent that there are insufficient Available Funds for the payment of the Series A Noteholders' Interest Distribution Amount, the Series A Note Interest Shortfall (defined below) will be allocated pro rata to the Series A Noteholders, based upon the principal amount held by each Series A Noteholder. If an Event of Default under the Indenture has occurred that results in the acceleration of the Notes, the payment of interest on the Series B Notes is further subordinated to payments of principal on the Series A Notes. See the caption "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES—Revenue Fund; Flow of Funds" herein.

The interest rate on the Notes for any Interest Accrual Period will be the applicable 1-Month LIBOR plus 0.80% with respect to the Series A Notes and 3.00% with respect to the Series B Notes (subject to the Series B Interest Cap), as calculated by the Trustee.

The initial 1-Month LIBOR indexed rate for the first interest accrual period will be determined by reference to the following formula:

x + [a/b multiplied by (y-x)]

where:

x = 2-Month LIBOR;
y = 3-Month LIBOR;
a = the actual number of days from the maturity date of 2-Month LIBOR to the first monthly distribution date; and
b = the actual number of days from the maturity date of 2-Month LIBOR to the maturity date of 3-Month LIBOR.

The Trustee will calculate the rate of interest on the Notes on the LIBOR Determination Date (which is, for each Interest Accrual Period, the second Business Day before the beginning of that Interest Accrual Period).

"Interest Accrual Period" shall mean, initially, the period commencing on the Date of Issuance and ending on the day immediately preceding the first Monthly Distribution Date, and thereafter, with respect to each Monthly Distribution Date, the period beginning on and including the immediately preceding Monthly Distribution Date and ending on the day immediately preceding such current Monthly Distribution Date.

"Series A Noteholders' Interest Distribution Amount" shall mean, with respect to any Monthly Distribution Date, the sum of (a) the amount of interest accrued at the Series A Note Rate described above for the related Interest Accrual Period (as defined above) on the Outstanding Amount of the Series A Notes immediately prior to such Monthly Distribution Date as based on the actual number of days in such Interest Accrual Period divided by 360 and rounding the resultant figure to the fifth decimal place, as determined by the Corporation; and (b) the Series A Note Interest Shortfall for such Monthly Distribution Date.

"Series A Note Interest Shortfall" shall mean, with respect to any Monthly Distribution Date, the excess, if any, of (a) the Interest Distribution Amount with respect to the Series A Notes on the immediately preceding Monthly Distribution Date over (b) the amount of interest actually distributed to the holders of the Series A Notes on such preceding Monthly Distribution Date, plus interest on the amount of such excess interest due to the holders of the Series A Notes, to the extent permitted by law, at the interest rate borne by the Series A Notes from such immediately preceding Monthly Distribution Date to the current Monthly Distribution Date. The Series A Note Interest Shortfall shall be determined by the Trustee.

"Series B Carry-Over Amount" shall mean, with respect to any Interest Accrual Period, the amount, if any, by which the Interest Accrual Amount on the Series B Notes for such Interest Accrual Period exceeds the Series B Interest Cap, plus the Series B Carry-Over Amount from prior Interest Accrual Periods plus interest on the amount of that Series B Carry-Over Amount, to the extent permitted by law, at the LIBOR indexed rate set forth on the cover page of this Offering Memorandum applicable for the Series B Notes for such Interest Period. The Series B Carry-Over Amount shall be determined by the Trustee.

"Series B Interest Cap" shall mean, with respect to any Monthly Distribution Date, an amount equal to (a) the actual number of days in the current year (i.e., 365 or 366, as the case may be) divided by 360 multiplied by the difference between (i) the sum of all non-principal amounts accrued on the financed Eligible Loans during the related Collection Period, whether due from a borrower, a Guaranty Agency or the Department (including, without limitation, Special Allowance Payments and Interest Subsidy Payments), and (ii) amounts not attributable to principal that are payable to the Department that accrued during the related Collection Period (including, without limitation, Special Allowance Payments and consolidation rebate fees); less (b) the Trustee Fee, the Administrator Fee, and the Servicing Fees accrued during the related Collection Period and less (c) the Interest Accrual Amount on the Series A Notes for such Monthly Distribution Date. The Series B Interest Cap may not be less than zero and does not apply to the first Monthly Distribution Date. The Series B Interest Cap shall be determined by the Corporation.

"Series B Noteholders' Interest Distribution Amount" shall mean, with respect to any Monthly Distribution Date, the sum of (a) the lesser of (i) the amount of interest accrued at the Series B Note Rate described above for the related Interest Accrual Period on the Outstanding Amount of the Series B Notes immediately prior to such Monthly Distribution Date as based on the actual number of days in such Interest Accrual Period divided by 360 and rounding the resultant figure to the fifth decimal place, as determined by the Corporation and (ii) the Series B Interest Cap for such Monthly Distribution Date; and (b) the Series B Note Interest Shortfall for such Monthly Distribution Date.

"Series B Note Interest Shortfall" shall mean, with respect to any Monthly Distribution Date, the excess, if any, of (a) the Interest Distribution Amount with respect to the Series B Notes on the immediately preceding Monthly Distribution Date over (b) the amount of interest actually distributed to the holders of the Series B Notes on such preceding Monthly Distribution Date, plus interest on the amount of such excess interest due to the holders of the Series B Notes, to the extent permitted by law, at the interest rate borne by the Series B Notes from such immediately preceding Monthly Distribution Date to the current Monthly Distribution Date. The Series B Carry-Over Amount shall not be characterized as Series B Note Interest Shortfall under the Indenture. The Series B Note Interest Shortfall shall be determined by the Trustee.

Interest due for any Interest Accrual Period will be determined based on the actual number of days elapsed in the Interest Accrual Period over a 360-day year (and rounding the resulting figure to the fifth decimal point).

Principal Distributions

The aggregate outstanding principal balance will be due and payable in full for a given series of Notes on the respective Monthly Distribution Date set out in the table below:

Series	Final Maturity Date
A	February 25, 2041
B	January 26, 2043

The actual dates on which the final distribution on each series of Notes will be made may be earlier than the maturity date set forth above as a result of a variety of factors. Principal payments will be made, *first*, to the holders of the Series A Notes until paid in full and, *second*, to the holders of the Series B Notes until paid in full on each Monthly Distribution Date in an amount equal to: (a) the Principal Distribution Amount for that Monthly Distribution Date or funds available to pay principal as described in "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS—Revenue Fund; Flow of Funds" herein if less than the Principal Distribution Amount and (b) any remaining funds on such Monthly Distribution Date after payment of the Subordinate Administrator Fee as described in "SOURCES OF PAYMENT AND SECURITY FOR THE BONDS—Revenue Fund; Flow of Funds" herein. There may not be sufficient funds available to pay the full Principal Distribution Amount on each Monthly Distribution Date.

Amounts on deposit in the Reserve Fund in excess of the Specified Reserve Fund Balance will be transferred to the Revenue Fund and will be applied as described under "SOURCES OF PAYMENT AND SECURITY FOR THE NOTES—Revenue Fund; Flow of Funds" herein. Other than such excess amounts, principal payments due on a series of Notes will be made from the Reserve Fund only (a) on a final maturity date for that series of the Series A Notes or the Series B Notes or (b) on any Monthly Distribution Date when the market value of securities and cash in the Revenue Fund and the Reserve Fund is sufficient to pay the remaining principal amount of and interest accrued on the Series A Notes or the Series B Notes (which amounts may also be used to pay some or all Series B Carry-Over Amount to the extent funds are available). Prior to the final maturity of any series of the Series A Notes or the Series B Notes, failure to pay the full Principal Distribution Amount on a Monthly Distribution Date will not be an Event of Default under the Indenture.

Principal will be paid, *first*, on the Series A Notes until paid in full and, *second*, on the Series B Notes until paid in full (each to the extent moneys are available).

"Principal Distribution Amount" means (i) for the first Monthly Distribution Date, the amount, if any, by which the sum of the Initial Pool Balance, any moneys transferred from the Loan Fund to the Revenue Fund at the end of the Acquisition Period and the initial amounts deposited into the Reserve Fund exceeds the Adjusted Pool Balance as of the last day of the related Interest Accrual Period, (ii) for each Monthly Distribution Date thereafter, the amount, if any, by which the Adjusted Pool Balance as of the last day of the related Interest Accrual Period for the preceding Monthly Distribution Date exceeds the Adjusted Pool Balance as of the last day of the related Interest Accrual Period for the current Monthly Distribution Date and (iii) after giving effect to the amounts already defined above, on the date of any Stated Maturity, the amount necessary to reduce the aggregate principal balance of the related series of the Notes to zero.

"Initial Pool Balance" means the Pool Balance as of the end of the Acquisition Period.

"Adjusted Pool Balance" means for any Monthly Distribution Date the sum of the Pool Balance as of the last day of the related Interest Accrual Period, plus the amount then on deposit in the Reserve Fund as of the last day of the related Interest Accrual Period.

Any amounts to be paid to a series of Notes on a Monthly Distribution Date shall be paid to the Noteholders of such series on a pro rata basis based on their respective principal balances.

Optional Redemption of the Notes

The Notes are subject to redemption in whole on any Monthly Distribution Date at the option of the Corporation once the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance. If the Corporation exercises its redemption option, the Corporation must deposit with the Trustee, for deposit to the Revenue Fund, an amount that, when combined with amounts on deposit in the Funds and Accounts held under the Indenture, would be sufficient to: (i) reduce the Outstanding Amount of the Notes on the applicable Monthly Distribution Date to zero; (ii) pay to the Noteholders of the Series A Notes and Series B Notes, the interest payable on the applicable Monthly Distribution Date and the Series B Carry-Over Amount; and (iii) pay any applicable unpaid Administrator Fees, Subordinate Administrator Fees, Servicing Fees, Department SAP Rebate Interest Amount, Trustee Fees and unpaid indemnities and expenses then due.

Prepayment and Maturity Considerations

Generally, all of the Eligible Loans may be prepaid, in whole or in part, without penalty, by the borrowers at any time, or as a result of a borrower's default, death, disability or bankruptcy and subsequent liquidation or collection of guarantee payments with respect to such loans. The rates of payment of principal on a series of Notes may be affected by prepayments of the Eligible Loans. Because prepayments generally will be paid through to Noteholders as distributions of principal, it is likely that the actual final payments on a series of Notes will occur prior to the final maturity date of a series of Notes. Accordingly, in the event that the Eligible Loans experience significant prepayments, the actual final payments on a series of Notes may occur substantially before its final maturity date, causing a shortening of the weighted average life of that series of Notes. Weighted average life refers to the average amount of time that will elapse from the Date of Issuance of a Note until each dollar of principal of such Note will be repaid to the investor.

The rate of prepayments on the Eligible Loans cannot be predicted and may be influenced by a variety of economic, social and other factors. Generally, the rate of prepayments may tend to increase to the extent that alternative financing becomes available on more favorable terms or at interest rates significantly below the interest rates payable on the Eligible Loans. A Servicer is obligated to purchase any Eligible Loan as a result of a breach of certain covenants with respect to such Eligible Loan, in the event such breach materially adversely affects the interests of the Corporation in that Eligible Loan and is not cured within the applicable cure period.

However, scheduled payments with respect to the Eligible Loans may be reduced and the maturities of Eligible Loans may be extended, including pursuant to grace periods, deferral periods and forbearance periods. The rate of payment of principal on a series of Notes may also be affected by the rate of defaults resulting in losses on the Eligible Loans that may have been liquidated, by the severity of those losses and by the timing of those losses, which may affect the ability of the guaranty agencies to make guarantee payments on such Eligible Loans. In addition, the maturity of certain of the Eligible Loans may extend beyond the final maturity date for a series of Notes.

More information on weighted average lives, expected maturities and percentages of original principal remaining at each monthly distribution date is set forth in "APPENDIX D—WEIGHTED AVERAGE LIVES, EXPECTED MATURITIES AND PERCENTAGES OF ORIGINAL PRINCIPAL REMAINING AT CERTAIN MONTHLY DISTRIBUTION DATES FOR THE NOTES" hereto.

Book-Entry-Only System

The following description of the procedures and record keeping with respect to beneficial ownership interests in the Notes, payment of principal of, and interest and other payments with respect to the Notes to Direct Participants (as defined below) or Beneficial Owners (as defined below), confirmation and transfer of beneficial ownership interests in such Series A Notes and Series B Notes and other related transactions by and among DTC, the Direct Participants and Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the Direct Participants nor the Beneficial Owners should rely on the following information with respect to such matters, but should instead confirm the same with DTC or the Direct Participants, as the case may be. Information concerning DTC and the Book-Entry-Only System has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation by, the Corporation.

DTC, New York, New York, will act as securities depository for the Notes. The Notes will be issued as fully-registered notes registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Note certificate will be issued for each maturity of the Notes in the aggregate principal amount of such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Notes under the DTC system must be made by or through Direct Participants, which will receive a credit for the Notes, as applicable, on DTC's records. The ownership interest of each actual purchaser of each Note ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Notes are to be accomplished by entries made on the books of the Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their

ownership interests in the Notes, except in the event that use of the book-entry-only system for the Notes is discontinued.

To facilitate subsequent transfers, all Series A Notes and Series B Notes deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series A Notes and Series B Notes with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Notes; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series A Notes and Series B Notes are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Notes may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Notes, such as redemptions, defaults and proposed amendments with respect to the Notes. For example, Beneficial Owners of the Notes may wish to ascertain that the nominee holding the Notes, as applicable, for their benefit has agreed to obtain and transmit notices to Beneficial Owners; in the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series A Notes or Series B Notes within a maturity are being redeemed, partial redemptions will be treated by DTC in accordance with its rules and procedures as a "Pro Rata Pass-Through Distribution of Principal."

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Series A Notes or the Series B Notes unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Corporation as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Notes will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Corporation or the Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee or the Corporation, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Corporation or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Notes at any time by giving reasonable notice to the Corporation or the Trustee. Under such circumstances, in the

event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered.

The Corporation may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered to DTC.

The Trustee and the Corporation will recognize DTC or its nominee as the Noteholder of the Series A Notes and the Noteholder of the Series B Notes for all purposes, including notices and voting, and so long as a book-entry-only system is used, will send any notices to Noteholders of Series A Notes and Series B Notes only to DTC. Any failure of DTC to advise any DTC Participants, or of any DTC Participant to notify the Beneficial Owner, of any such notice and its content or effect will not affect the validity of any action premised on such notice.

The Corporation and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC or any DTC Participant with respect to any beneficial ownership interest in the Notes, (b) the delivery to any Beneficial Owner of the Series A Notes or the Series B Notes, as applicable, or other person, other than DTC, of any notice with respect to the Series A Notes or the Series B Notes, as applicable, or (c) the payment to any Beneficial Owner of the Series A Notes or the Series B Notes, as applicable, or other person, other than DTC, of any amount with respect to the principal of or interest on the Notes. Neither the Corporation nor the Trustee shall have any responsibility with respect to obtaining consents from anyone other than the Registered Owners.

The Trustee and the Corporation cannot and do not give any assurance that DTC will distribute payments of debt service to DTC Participants or that the DTC Participants or others will distribute payments of debt service on the Notes paid to DTC or its nominee, as the registered owner thereof, or any notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Offering Memorandum. The information in this section concerning DTC and DTC's book-entry system is based upon information obtained from sources that the Corporation believes to be reliable, but the Corporation takes no responsibility for the accuracy thereof.

SOURCES OF PAYMENT AND SECURITY FOR THE NOTES

General

The Notes are nonrecourse obligations of the Corporation, secured by and payable solely from the Trust Estate. The following assets serve as security for the Notes: (i) the Available Funds (other than moneys released from the lien of the Trust Estate as provided in the Indenture); (ii) all moneys and investments held in the Funds created under the Indenture, including all proceeds thereof and all income thereon; (iii) the Eligible Loans (other than Eligible Loans released from the lien of the Trust Estate as provided in the Indenture) and all obligations of the obligors thereunder and all guaranties and other rights relating to such Eligible Loans; (iv) the rights of the Corporation and/or the Eligible Lender Trustee, as applicable, in and to the Administration Agreement, any Servicing Agreements, the Eligible Lender Trust Agreement, and the Guarantee Agreements as the same relate to the Eligible Loans; and (v) all proceeds from any property described above and any and all other property, rights and interests of every kind or description that from time to time is granted, conveyed, pledged, transferred, assigned or delivered to the Trustee as additional security under the Indenture.

THE NOTES ARE NONRECOURSE OBLIGATIONS PAYABLE BY THE CORPORATION SOLELY FROM THE ASSETS HELD IN THE TRUST ESTATE. THE NOTES DO NOT CONSTITUTE GENERAL OBLIGATIONS OF THE CORPORATION. THE NOTES DO NOT CONSTITUTE OR GIVE RISE TO A PERSONAL OR PECUNIARY OBLIGATION OF THE

INCORPORATORS, OFFICERS, EMPLOYEES, AGENTS OR DIRECTORS OF THE CORPORATION.

Non-payment of the principal of or interest on any outstanding Series B Notes would not in and of itself result in an Event of Default under the Indenture giving rise to an acceleration of the Series A Notes, or the exercise of any other remedy for so long as the Series A Notes are currently being paid.

For a more detailed description of the Funds established under the Indenture and the purposes to which such funds may be applied, see "APPENDIX A—FORM OF THE INDENTURE" hereto.

Credit Enhancement

Credit enhancement for the Notes includes overcollateralization, excess spread and cash on deposit in the Reserve Fund. Credit enhancement for the Series A Notes will additionally include the sequential payment of principal on the Series A Notes before the payment of principal on Series B Notes. Excess spread is the positive difference between (i) the interest earnings on the loans from borrower interest payments, Interest Subsidy Payments or Special Allowance Payments and (ii) the interest on the Notes and other expenses such as Servicing Fees, Trustee Fees, Subordinate Administrator Fees, and Administrator Fees. There can be no assurance as to the rate, timing or amount, if any, of excess spread.

On the date of issuance, a deposit in the amount of $1,125,276 will be made to the Reserve Fund from the proceeds from the sale of the Notes. See "SECURITY AND SOURCES OF PAYMENT FOR THE NOTES." The Reserve Fund is intended to enhance the likelihood of timely distributions of interest to the Noteholders and to decrease the likelihood that Noteholders will experience losses. To the extent of Available Funds, the Reserve Fund will be replenished so that amounts on deposit therein do not fall below the Specified Reserve Fund Balance.

The value of the financed Eligible Loans expected to be pledged to the Trustee as of the end of the Acquisition Period together with the cash to be deposited on the date of issuance into the Reserve Fund will exceed the original principal balance of the Notes to be issued by the Corporation, which excess will represent the initial overcollateralization for the trust estate and a portion of the credit enhancement. After the issuance of the Notes and the initial application of the proceeds thereof, and after giving effect to the acquisition of the expected pool of Eligible Loans that are described under "CHARACTERISTICS OF THE FINANCED ELIGIBLE LOANS," the ratio of (a) the sum of the Pool Balance (including all accrued interest on the Eligible Loans) and amounts then on deposit in the Loan Fund and the Reserve Fund, to (b) the aggregate principal amount of the Notes then outstanding is expected to be approximately 100.9%. After the issuance of the Notes and the initial application of the proceeds thereof, and after giving effect to the acquisition of the expected pool of Eligible Loans that are described under "CHARACTERISTICS OF THE FINANCED ELIGIBLE LOANS," the ratio of (a) the sum of the Pool Balance (including all accrued interest on the Eligible Loans) and amounts then on deposit in the Loan Fund and the Reserve Fund, to (b) the aggregate principal amount of the Series A Notes then outstanding is expected to be approximately 103.5%.

The overcollateralization will not provide protection against all risks of loss and may not guarantee payment to Noteholders of all amounts to which they are entitled. If financed student loan revenue losses or shortfalls occur that exceed the amount covered by the credit enhancement, Noteholders will bear their allocable share of deficiencies. To the extent that the credit enhancement described above is exhausted, the Notes will bear any risk of loss.

The payment of principal on the Notes will generally be sequential, with the Series A Notes receiving principal payments before the Series B Notes. Consequently, holders of Series A Notes are

provided with some credit support from the Series B Notes, and the Series B Notes may bear a greater risk of loss.

Funds

The following funds will be created by the Trustee under the Indenture for the benefit of the Noteholders:

- Loan Fund;
- Revenue Fund;
- Operating Fund;
- Department SAP Rebate Fund; and
- Reserve Fund.

Loan Fund

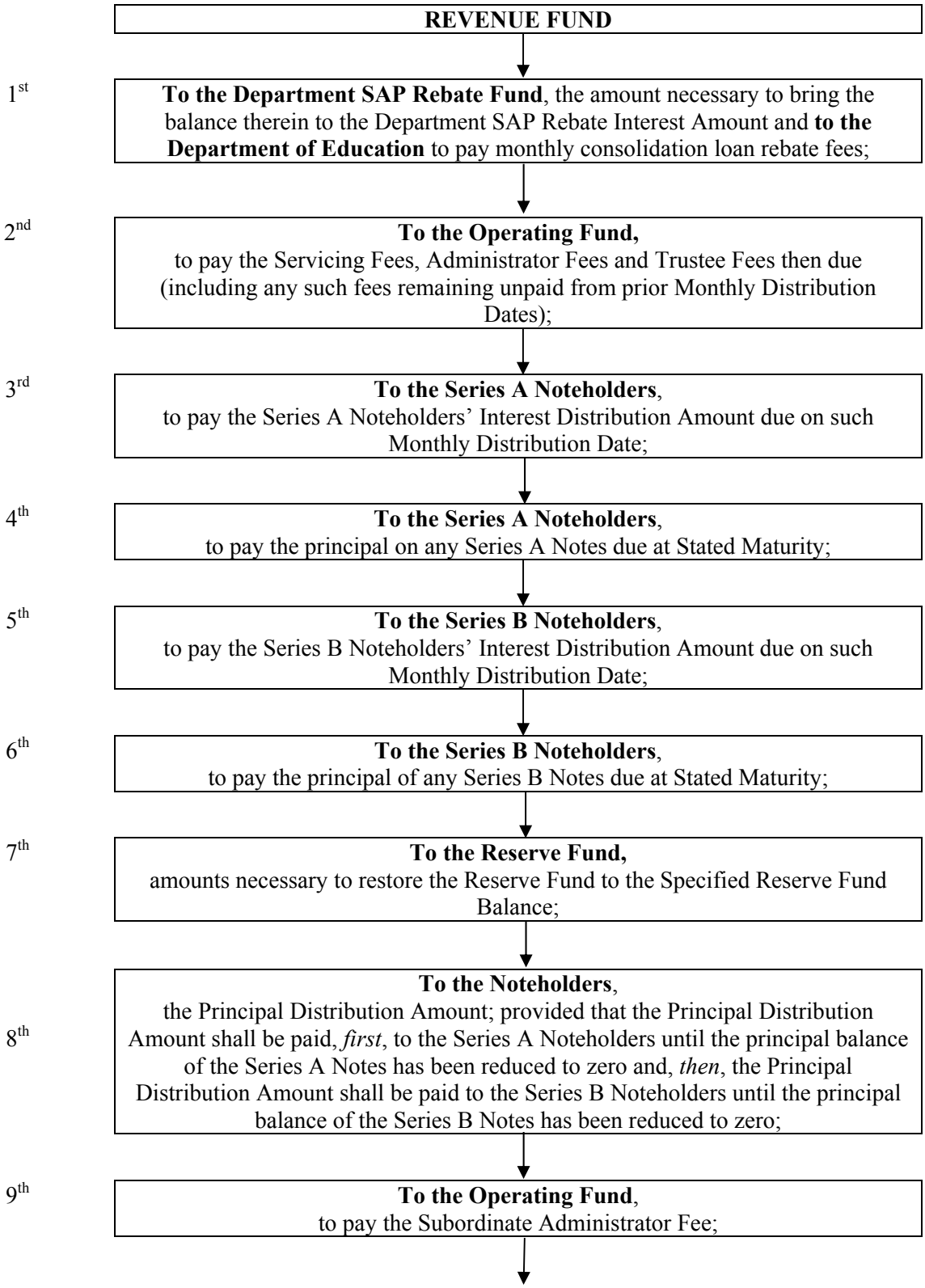
On the Date of Issuance, approximately $440,248,588 shall be deposited to the Loan Fund and, together with certain cash pledged to the Series IV Indenture, shall be used to (i) purchase the Refunded Bonds on the Date of Issuance and (ii) transfer or acquire the expected pool of Eligible Loans described in "CHARACTERISTICS OF THE ELIGIBLE LOANS" during the Acquisition Period. The Corporation expects to transfer or acquire the majority of the pool of Eligible Loans described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS" on the Date of Issuance into the Indenture (i) after the Refunded Bonds are retired and certain Eligible Loans are released from the Series IV Indenture and (ii) after certain other loans are acquired by the Corporation, but the Corporation may transfer or acquire such Eligible Loans at any time during the Acquisition Period. During the Acquisition Period, any available funds on deposit in the Loan Fund may be used to effect the transfer or acquisition of such expected pool of Eligible Loans described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS," and, to the extent practicable, any remaining available amounts may be used to transfer or acquire additional Eligible Loans not described under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS." All Eligible Loans transferred or acquired by the Corporation will be deposited into the Loan Fund.

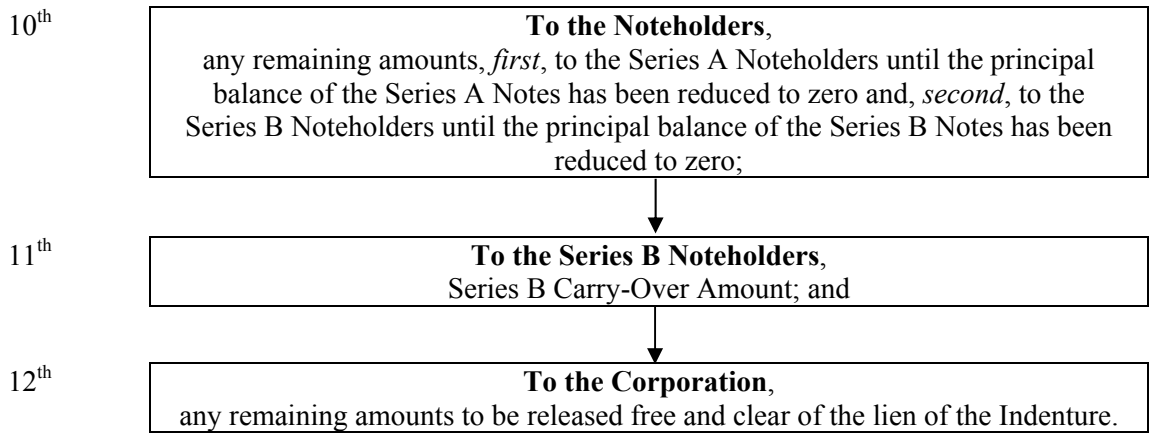
All funds remaining on deposit in the Loan Fund at the end of the Acquisition Period will be transferred to the Revenue Fund on the first Business Day following the end of the Acquisition Period and shall constitute Available Funds on the first Monthly Distribution Date. Eligible Loans shall be held by the Trustee or a custodian as bailee for the Trustee (including a Servicer) and shall be pledged to the Trust Estate and held as part of the Loan Fund.

Revenue Fund; Flow of Funds

The Trustee will credit to the Revenue Fund all revenues derived from the Eligible Loans upon receipt from Servicers, any amounts transferred from the Loan Fund, the Reserve Fund and the Department SAP Rebate Fund and any other amounts to be deposited thereto upon receipt of deposit instructions from the Corporation.

Servicing Fees, Administrator Fees, Subordinate Administrator Fees and Trustee Fees will be deposited to the Operating Fund for payment on each monthly payment date from money available in the Revenue Fund. On each Monthly Distribution Date, prior to an Event of Default, money in the Revenue Fund will be used to make the following deposits and distributions, to the extent funds are available.


REVENUE FUND
1st
To the Department SAP Rebate Fund, the amount necessary to bring the balance therein to the Department SAP Rebate Interest Amount and to the Department of Education to pay monthly consolidation loan rebate fees;
2nd
To the Operating Fund,
to pay the Servicing Fees, Administrator Fees and Trustee Fees then due (including any such fees remaining unpaid from prior Monthly Distribution Dates);
3rd
To the Series A Noteholders,
to pay the Series A Noteholders' Interest Distribution Amount due on such Monthly Distribution Date;
4th
To the Series A Noteholders,
to pay the principal on any Series A Notes due at Stated Maturity;
5th
To the Series B Noteholders,
to pay the Series B Noteholders' Interest Distribution Amount due on such Monthly Distribution Date;
6th
To the Series B Noteholders,
to pay the principal of any Series B Notes due at Stated Maturity;
7th
To the Reserve Fund,
amounts necessary to restore the Reserve Fund to the Specified Reserve Fund Balance;
8th
To the Noteholders,
the Principal Distribution Amount; provided that the Principal Distribution Amount shall be paid, first, to the Series A Noteholders until the principal balance of the Series A Notes has been reduced to zero and, then, the Principal Distribution Amount shall be paid to the Series B Noteholders until the principal balance of the Series B Notes has been reduced to zero;
9th
To the Operating Fund,
to pay the Subordinate Administrator Fee;



Additionally, on January 27, 2014, except where an Event of Default has occurred that results in an acceleration of the maturity of the Notes, amounts then on deposit in the Revenue Fund will be used to make the deposits and distributions specified in the first through second priorities shown in the chart above. If the amount on deposit in the Revenue Fund is insufficient to pay any of these amounts, amounts on deposit in the Reserve Fund will be withdrawn by the Trustee and deposited into the Revenue Fund to cover such shortfalls, to the extent of funds on deposit therein.

Operating Fund

Amounts shall be transferred from the Revenue Fund to the Operating Fund as described above under "Revenue Fund; Flow of Funds" above. Amounts on deposit in the Operating Fund shall be disbursed by the Trustee to pay the Administrator Fees, Subordinate Administrator Fees, Servicing Fees and Trustee Fees. Amounts shall be disbursed from the Operating Fund for such purpose upon receipt by the Trustee of a direction from the Corporation.

Department SAP Rebate Fund

On each Monthly Distribution Date, the Corporation shall instruct the Trustee to deposit into the Department SAP Rebate Fund from the Revenue Fund, pursuant to the Indenture, the amount necessary to bring the balance of the Department SAP Rebate Fund to the expected Department SAP Rebate Interest Amount for such date. Upon written instructions from the Corporation to the Trustee, the Trustee shall (a) pay to the Department an amount equal to the Department SAP Rebate Interest Amount due on each Department SAP Rebate Payment Date, *first*, from amounts on deposit in the Department SAP Rebate Fund and, *second*, from the Revenue Fund pursuant to the Indenture, or (b) if the Department has deducted the Department SAP Rebate Interest Amount from Interest Subsidy Payments or Special Allowance Payments due to the Corporation (with respect to the Eligible Loans), transfer the amounts on deposit in the Department SAP Rebate Fund to the Revenue Fund.

Reserve Fund

The Notes are additionally secured by the Reserve Fund established under the Indenture. The initial Specified Reserve Fund Balance to be deposited in the Reserve Fund in connection with the issuance of the Notes is $1,125,276 and, thereafter, with respect to any Monthly Distribution Date, the amount required to be on deposit therein shall equal the greater of (i) 0.25% of the Pool Balance as of the end of the preceding Collection Period or (ii) $675,165 (which is approximately 0.15% of the expected Initial Pool Balance). The initial Specified Reserve Fund Balance will be funded with a portion of the

proceeds of the Notes. The Specified Reserve Fund Balance shall be calculated by the Corporation and certified to the Trustee, upon which certification the Trustee may conclusively rely with no duty to further examine or determine such information. See "APPENDIX A—FORM OF THE INDENTURE" hereto.

If (i) on each Monthly Distribution Date or other date required for payment, to the extent that money in the Revenue Fund is insufficient to pay amounts owed to the U.S. Department of Education, amounts owed to the Guaranty Agencies with respect to the Eligible Loans, Administrator Fees, Servicing Fees, Trustee Fees and the interest then due on the Notes (but not the Series B Carry-Over Amount) or (ii) January 27, 2014, there are insufficient moneys on deposit in the Revenue Fund to pay the deposits and distributions specified in the first through second priorities shown in the chart under "—Revenue Fund; Flow of Funds" herein, then the amount of the deficiency will be transferred from the Reserve Fund to the Revenue Fund. Additionally, if on any Stated Maturity, and after giving effect to the distribution of the Available Funds on such Stated Maturity, the principal amount of the Series A Notes or the Series B Notes maturing on such date will not be reduced to zero, the Corporation shall instruct the Trustee to withdraw from the Reserve Fund on such Stated Maturity an amount equal to the amount needed to reduce the principal of such Notes to zero and to deposit such amount in the Revenue Fund for application to payment of the Outstanding Amount of such Notes. Money withdrawn from the Reserve Fund will be restored through transfers from the Revenue Fund, if and as available.

The Reserve Fund is intended to enhance the likelihood of timely distributions of interest on the Notes and to decrease the likelihood that the Noteholders of the Notes will experience losses. In some circumstances, however, the Reserve Fund could be reduced to zero. Amounts on deposit in the Reserve Fund in excess of the Specified Reserve Fund Balance will be transferred to the Revenue Fund and will be applied as described under "Revenue Fund; Flow of Funds" above. Other than such excess amounts, principal payments due on a series of Notes will be made from the Reserve Fund only (a) on a final maturity date for that series of the Series A Notes or the Series B Notes or (b) on any Monthly Distribution Date when the market value of securities and cash in the Revenue Fund and the Reserve Fund is sufficient to pay the remaining principal amount of and interest accrued on the Series A Notes or the Series B Notes (which amounts may also be used to pay some or all Series B Carry-Over Amount to the extent funds are available).

Flow of Funds After Events of Default

Following the occurrence of an Event of Default, to the extent of funds available, and after the payment of amounts owed to the Department, amounts owed to any Guaranty Agency, and certain fees and expenses (in accordance with the Indenture), payments of interest and then principal on the Series A Notes will be made, pro rata, without preference or priority of any kind, until the Series A Notes are repaid in full, payments of interest (but not the Series B Carry-Over Amount) and principal will be made on the Series B Notes until paid in full, payment of any Subordinate Administrator Fee due and owing will be made and, finally, payment of Series B Carry-Over Amount will be made pro rata, without preference or priority of any kind.

Investment of Funds Held by Trustee

The Trustee will invest money held for the credit of any Fund established under the Indenture and held by the Trustee in investment securities described in the Indenture pursuant to written orders received from the Corporation. In the absence of an order, and to the extent practicable, the Trustee will invest amounts held under the Indenture in certain money market funds permitted under the Indenture. The Trustee is not responsible or liable for any losses of either principal or interest on investments made by it under the Indenture or for keeping all Funds held by it fully invested at all times. Its only responsibility is to comply with investment instructions of the Corporation or its designee in a non-negligent manner.

The Corporation retains the authority to institute, participate and join in any plan of reorganization, readjustment, merger or consolidation with respect to the issuer of any investments held under the Indenture, and, in general, to exercise each and every other power or right with respect to such investments as individuals generally have and enjoy with respect to their own assets and investments, including power to vote upon any matter relating to holders of such investments.

CHARACTERISTICS OF THE ELIGIBLE LOANS

As of October 31, 2013 (the "Statistical Cut-off Date"), the characteristics of the Eligible Loans the Corporation expects to pledge under the Indenture upon the refunding of the Refunded Bonds with the proceeds of the Notes and the acquisition of certain other loans were as described below. The aggregate outstanding principal balance of the Eligible Loans of $450,903,518 in each of the following tables includes the principal balance due from borrowers, which does not include total accrued interest of approximately $6,310,234 (of which approximately $2,873,137, is expected to be capitalized upon commencement of repayment). The percentages set forth in the tables below may not always add to 100% and the balances may not always add to $450,903,518 due to rounding.

The aggregate characteristics of the entire pool of Eligible Loans, including the composition of the Eligible Loans and the related borrowers, the related guaranty agencies, the distribution by student loan type, the distribution by interest rate, the distribution by principal balance and the distribution by remaining term to scheduled maturity, may vary from the information presented below, since the information presented below is as of the Statistical Cut-off Date, and the date that the Eligible Loans will be pledged to the Trustee under the Indenture will occur after that date.

If the principal amount of Eligible Loans required to provide collateral for the Notes varies from the amounts anticipated herein, whether by reason of a change in the collateral requirement necessary to obtain the ratings on the Notes described under the caption "RATINGS" herein, the rate of amortization or prepayment on the portfolio of Eligible Loans from the Statistical Cut-off Date to the date acquired under the Indenture varying from the rates that were anticipated, or otherwise, the portfolio of Eligible Loans to be pledged to the Trustee may consist of a subset of the pool of Eligible Loans described herein or may include additional Eligible Loans not described below. Such additional Eligible Loans will be acquired during the Acquisition Period from any amounts remaining in the Loan Fund after giving effect to the acquisition of the Eligible Loans described below.

The Corporation believes that the information set forth in this Offering Memorandum with respect to the pool of Eligible Loans as of the Statistical Cut-off Date is materially representative of the characteristics of the pool of Eligible Loans as they will exist as of the end of the Acquisition Period. You should consider potential variances when making your investment decision concerning the Notes.

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Composition of the Financed Eligible Loans as of the Statistical Cut-off Date

Summary

Aggregate Outstanding Principal Balance:	$450,903,518
Aggregate Accrued Interest Expected to be Capitalized:	$2,873,137
Aggregate Outstanding Principal Balance and Interest:	$453,776,655
Number of Borrowers:	16,191
Average Outstanding Principal Balance Per Borrower:	$27,849
Number of Loans:	28,878
Average Outstanding Principal Balance Per Loan:	$15,614
Weighted Average Annual Borrower Interest Rate:(1)	5.24%
Weighted Average Remaining Term to Scheduled Maturity (months):	224 months
Weighted Average Original Term to Scheduled Maturity (months):	322 months
Weighted Average Active Margin (91-day Treasury Loans):	2.67%
Weighted Average Active Margin (1 year Constant Maturity Treasury Loans):	3.13%
Weighted Average SAP Margin:	2.67%
Weighted Average SAP Repay Margin (LIBOR Loans):(2)	2.61%
Weighted Average SAP Repay Margin (T-Bill Loans): (2)	3.10%

(1) Determined using the interest rates applicable to the Eligible Loans as of October 31, 2013. However, the interest rate does not represent the actual rate of return with respect to loans under the Higher Education Act due to Special Allowance Payments and special allowance support level. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto.

(2) The Weighted Average SAP Margin (LIBOR) and the Weighted Average SAP Margin (91-day Treasury bill) refers to the margin by which the combination of interest (net of the excess over the special allowance support level) and Special Allowance Payment rates, assuming all payments are made when due, exceeds the one-month LIBOR index or the 91-day US Treasury bill rate index, respectively. The Corporation elected to change the index for Special Allowance Payment calculations on the Financed Eligible Loans disbursed after January 1, 2000 from the three-month commercial paper rate to the one-month LIBOR index beginning on April 1, 2012. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM—Special Allowance Payments" hereto. The margin has not been reduced to take into account any interest rate reductions as a result of the repayment incentives described herein under the caption "BORROWER BENEFITS".

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Distribution of the Financed Eligible Loans by Loan Type as of the Statistical Cut-off Date

Loan Type	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
Subsidized Consolidation	10,113	35.0%	$163,826,325	36.3%
Subsidized Stafford	4,951	17.1	11,345,063	2.5
Unsubsidized Consolidation	11,241	38.9	266,238,667	59.0
PLUS	200	0.7	1,204,256	0.3
SLS	74	0.3	252,372	0.1
Unsubsidized Stafford	2,299	8.0	8,036,835	1.8
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by Borrower Payment Status as of the Statistical Cut-off Date

Borrower Payment Status	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
In School	45	0.2%	$219,713	0.0%*
Grace	24	0.1	144,882	0.0*
Deferment	3,065	10.6	47,969,196	10.6
Forbearance	2,471	8.6	51,273,795	11.4
Repayment				
First year in repayment	17	0.1	60,788	0.0*
Second year in repayment	41	0.1	315,911	0.1
Third year in repayment	44	0.2	384,568	0.1
Fourth year in repayment	112	0.4	736,601	0.2
Fifth year in repayment	187	0.6	754,831	0.2
Sixth year in repayment	809	2.8	13,609,376	3.0
Seventh year and greater in repayment	22,063	76.4	335,433,857	74.4
Total	28,878	100.0%	$450,903,518	100.0%

*Greater than 0.00% but less than 0.05%.

Scheduled Weighted Average Remaining Months in Status by Current Borrower Payment Status as of the Statistical Cut-off Date

Borrower Payment Status	In-School WAM	Grace WAM	Deferment WAM	Forbearance WAM	Repayment WAM	Total Term
In-School	32.9	6.0	–	–	119.0	157.9
Grace	–	1.8	–	–	120.0	121.8
Deferment	–	–	14.6	–	233.2	247.9
Forbearance	–	–	–	4.9	247.1	252.0
Repayment	–	–	–	–	216.6	216.6
Total	32.9	4.3	14.6	4.9	221.8	223.9

Current borrower payment status refers to the status of the borrower of each initial Financed Eligible Loan as of the Statistical Cut-off Date. The borrower:

- may still be attending school – in-school;
- may be in a grace period after completing school and prior to repayment commencing – grace;
- may have temporarily ceased repaying the loan through a deferment or a forbearance period; or
- may be currently required to repay the loan – repayment.

See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto.

Each of the Financed Eligible Loans provides or will provide for the amortization of its outstanding principal balance over a series of regular payments. Except as described below, each regular payment consists of an installment of interest which is calculated on the basis of the outstanding principal balance of the Financed Eligible Loan. The amount received is applied first to interest accrued to the date of payment and the balance of the payment, if any, is applied to reduce the unpaid principal balance. Accordingly, if a borrower pays a regular installment before its scheduled due date, the portion of the payment allocable to interest for the period since the preceding payment was made will be less than it would have been had the payment been made as scheduled, and the portion of the payment applied to reduce the unpaid principal balance will be correspondingly greater. Conversely, if a borrower pays a monthly installment after its scheduled due date, the portion of the payment allocable to interest for the period since the preceding payment was made will be greater than it would have been had the payment been made as scheduled, and the portion of the payment applied to reduce the unpaid principal balance will be correspondingly less. In addition, if a borrower pays a monthly installment after its scheduled due date, the borrower may owe a fee on that late payment. If a late fee is applied, that payment will be applied first to the applicable late fee, second to interest and third to principal. As a result, the portion of the payment applied to reduce the unpaid principal balance may be less than it would have been had the payment been made as scheduled. In either case, subject to any applicable deferment periods or forbearance periods, and except as provided below, the borrower pays a regular installment until the final scheduled payment date, at which time the amount of the final installment is increased or decreased as necessary to repay the then outstanding principal balance of that Financed Eligible Loan.

In accordance with the terms of the FFELP and the terms of its loan program, the Corporation makes available, to borrowers of the Financed Eligible Loans that are FFELP loans, payment terms that may result in the lengthening of the remaining term of the Financed Eligible Loans. For example, not all of the Financed Eligible Loans that are FFELP loans provide for level payments throughout the repayment term of such Financed Eligible Loans. Some Financed Eligible Loans that are FFELP loans provide for interest only payments to be made for a designated portion of the term of the Financed Eligible Loans, with amortization of the principal of the loans occurring only when payments increase in the latter stage of the term of the Financed Eligible Loans. Other Financed Eligible Loans that are FFELP loans provide for a graduated phase in of the amortization of principal with a greater portion of principal amortization being required in the latter stages than would be the case if amortization were on a level payment basis. Some of the Financed Eligible Loans that are FFELP loans are or may be subject to an income-sensitive repayment plan, under which repayments are based on the borrower's income. Under that plan, ultimate repayment may be delayed up to five years. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto.

Distribution of the Financed Eligible Loans by Disbursement Date
as of the Statistical Cut-off Date

Date of Disbursement	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
Prior to October 1, 1993	697	2.4%	$3,090,769	0.7%
October 1, 1993 to March 31, 2006	16,106	55.8	185,582,824	41.2
April 1, 2006 to September 30, 2007	11,444	39.6	245,422,178	54.4
October 1, 2007 to June 30, 2010	631	2.2	16,807,747	3.7
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by Percent Guaranteed
as of the Statistical Cut-off Date

Percent Guaranteed [(1)]	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
100%	697	2.4%	$3,090,769	0.7%
98%	16,918	58.6	204,230,223	45.3
97%	11,263	39.0	243,582,526	54.0
Total	28,878	100.0%	$450,903,518	100.0%

[(1)] The percent guaranteed refers to the percentage of the principal of and accrued interest on a Financed Eligible Loan that would be payable on a default claim under FFELP. See "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto.

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Distribution of the Financed Eligible Loans by Guaranty Agency or Insurance as of the Statistical Cut-off Date

Guaranty Agency	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
American Student Assistance	300	1.0%	$5,045,058	1.1%
Colorado Student Loan Program	10	0.0*	138,282	0.0*
Educational Credit Management Corporation	4,836	16.7	52,486,968	11.6
Finance Authority of Maine	6	0.0*	543,235	0.1
Great Lakes Higher Education Corporation	10,633	36.8	191,051,392	42.3
Illinois Student Assistance Commission	19	0.1	293,284	0.1
Kentucky Higher Education Assistance Authority	35	0.1	578,403	0.1
Louisiana Student Financial Assistance Commission	13	0.0*	220,844	0.0*
Michigan Guaranty Agency	4	0.0*	123,527	0.0*
National Student Loan Program	8	0.0*	123,437	0.0*
New Hampshire Higher Education Assistance Foundation	27	0.1	511,647	0.1
New Jersey Office of Student Assistance	114	0.4	1,201,302	0.3
New York Higher Education Service Corporation	2,776	9.6	23,342,715	5.2
Northwest Education Loan Association	472	1.6	12,233,446	2.7
Office of Student Financial Assistance	108	0.4	2,505,483	0.6
Oklahoma Guaranteed Student Loan Program	16	0.1	401,430	0.1
Pennsylvania Higher Education Assistance Authority	305	1.1	6,584,741	1.5
Rhode Island Higher Education Assistance Agency	18	0.1	306,112	0.1
State Education Assistance Authority	539	1.9	7,800,692	1.7
Student Loan Guaranty Foundation (AR)	16	0.1	94,706	0.0*
Texas Guaranteed Student Loan Corporation	158	0.5	2,285,622	0.5
United Student Aid Funds, Inc.	8,465	29.3	143,031,192	31.7
Total	28,878	100.0%	$450,903,518	100.0%

*Greater than 0.00% but less than 0.05%.

Distribution of the Financed Eligible Loans by SAP Interest Rate Index as of the Statistical Cut-off Date

SAP Interest Rate Index + Repayment Margin	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
One-Month LIBOR + 1.94%	26	0.1%	$190,614	0.0%*
One-Month LIBOR + 2.24%	605	2.1	16,617,133	3.7
One-Month LIBOR + 2.34%	3,732	12.9	11,010,520	2.4
One-Month LIBOR + 2.64%	17,755	61.5	369,289,743	81.9
Three-Month T-Bill + 2.80%	565	2.0	1,461,209	0.3
Three-Month T-Bill + 3.10%	5,663	19.6	49,806,613	11.0
Three-Month T-Bill + 3.25%	374	1.3	2,054,689	0.5
Three-Month T-Bill + 3.50%	158	0.5	472,996	0.1
Total	28,878	100.0%	$450,903,518	100.0%

*Greater than 0.00% but less than 0.05%.

Distribution of the Financed Eligible Loans by Current Borrower Interest Rate as of the Statistical Cut-off Date

Current Borrower Interest Rate	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
0.00% - 3.00%	7,625	26.4%	$70,613,256	15.7%
3.01% - 3.50%	5,211	18.0	48,882,237	10.8
3.51% - 4.00%	1,278	4.4	28,263,390	6.3
4.01% - 4.50%	1,550	5.4	32,098,449	7.1
4.51% - 5.00%	1,967	6.8	40,178,979	8.9
5.01% - 5.50%	1,723	6.0	34,927,546	7.7
5.51% - 6.00%	1,050	3.6	23,298,322	5.2
6.01% - 6.50%	1,013	3.5	23,964,228	5.3
6.51% - 7.00%	2,447	8.5	46,693,700	10.4
7.01% - 7.50%	1,791	6.2	35,821,534	7.9
7.51% - 8.00%	1,293	4.5	21,374,595	4.7
8.01% - 8.50%	1,189	4.1	25,765,663	5.7
8.51% and above	741	2.6	19,021,622	4.2
Total	28,878	100.0%	$450,903,518	100.0%

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Distribution of the Financed Eligible Loans by Range of Outstanding Principal Balances as of the Statistical Cut-off Date

Outstanding Balances	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
$0.00 - $4,999.99	10,154	35.2%	$20,737,918	4.6%
$5,000.00 - $9,999.99	4,871	16.9	35,888,228	8.0
$10,000.00 - $14,999.99	3,747	13.0	46,328,466	10.3
$15,000.00 - $19,999.99	2,713	9.4	47,052,978	10.4
$20,000.00 - $24,999.99	2,026	7.0	45,177,207	10.0
$25,000.00 - $29,999.99	1,349	4.7	36,861,929	8.2
$30,000.00 - $34,999.99	995	3.4	32,155,123	7.1
$35,000.00 - $39,999.99	672	2.3	25,098,427	5.6
$40,000.00 - $44,999.99	493	1.7	20,886,515	4.6
$45,000.00 - $49,999.99	392	1.4	18,617,261	4.1
$50,000.00 - $54,999.99	246	0.9	12,902,145	2.9
$55,000.00 - $59,999.99	205	0.7	11,761,864	2.6
$60,000.00 - $64,999.99	172	0.6	10,745,263	2.4
$65,000.00 - $69,999.99	126	0.4	8,497,691	1.9
$70,000.00 - $74,999.99	108	0.4	7,789,745	1.7
$75,000.00 - $79,999.99	89	0.3	6,882,537	1.5
$80,000.00 - $84,999.99	67	0.2	5,505,920	1.2
$85,000.00 - $89,999.99	50	0.2	4,370,889	1.0
$90,000.00 - $94,999.99	46	0.2	4,255,040	0.9
$95,000.00 - $99,999.99	44	0.2	4,290,806	1.0
$100,000.00 +	313	1.1	45,097,563	10.0
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by Delinquency Status as of the Statistical Cut-off Date

Days Delinquent	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
Current	24,220	83.9%	$376,701,942	83.5%
Less than 30 Days	1,816	6.3	28,957,187	6.4
30 to 59 Days	874	3.0	15,087,642	3.3
60 to 89 Days	403	1.4	6,330,415	1.4
90 to 119 Days	341	1.2	5,240,919	1.2
120 to 149 Days	252	0.9	3,210,880	0.7
150 to 179 Days	205	0.7	3,460,321	0.8
180 to 209 Days	195	0.7	2,613,501	0.6
210 to 269 Days	247	0.9	4,154,192	0.9
More than 270 Days	325	1.1	5,146,518	1.1
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by Remaining Months to Scheduled Maturity as of the Statistical Cut-off Date

Remaining Months to Scheduled Maturity	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
0 – 3	338	1.2%	$322,813	0.1%
4 – 12	867	3.0	848,599	0.2
13 – 24	1,309	4.5	1,922,045	0.4
25 – 36	1,072	3.7	2,702,973	0.6
37 – 48	1,091	3.8	4,315,912	1.0
49 – 60	1,221	4.2	4,973,182	1.1
61 – 72	1,142	4.0	5,792,614	1.3
73 – 84	1,227	4.2	7,028,267	1.6
85 – 96	1,272	4.4	8,488,419	1.9
97 – 108	1,901	6.6	14,578,963	3.2
109 – 120	1,831	6.3	15,053,185	3.3
121 – 132	1,088	3.8	11,907,371	2.6
133 – 144	1,083	3.8	13,068,938	2.9
145 – 156	1,216	4.2	16,850,603	3.7
157 – 168	1,974	6.8	28,135,465	6.2
169 – 180	1,083	3.8	15,892,729	3.5
181 – 192	760	2.6	13,812,460	3.1
193 – 204	769	2.7	15,158,989	3.4
205 – 216	782	2.7	16,495,660	3.7
217 – 228	1,316	4.6	31,379,092	7.0
229 – 240	908	3.1	21,853,141	4.8
241 – 252	461	1.6	13,565,204	3.0
253 – 264	550	1.9	17,283,946	3.8
265 – 276	637	2.2	22,253,673	4.9
277 – 288	911	3.2	37,255,775	8.3
289 – 300	647	2.2	26,675,742	5.9
301 – 312	308	1.1	15,278,450	3.4
313 – 324	303	1.0	16,572,105	3.7
325 – 336	235	0.8	13,873,499	3.1
337 – 348	265	0.9	17,695,048	3.9
349 – 360	296	1.0	19,097,708	4.2
More than 361	15	0.1	770,948	0.2
Total	28,878	100.0%	$450,903,518	100.0%

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Distribution of the Financed Eligible Loans
by State of Borrower's Address as of the Statistical Cut-off Date

State Distribution	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
Alabama	130	0.5%	$1,681,365	0.4%
Alaska	32	0.1	1,018,607	0.2
Arizona	427	1.5	6,853,444	1.5
Arkansas	52	0.2	680,818	0.2
California	16,139	55.9	285,202,482	63.3
Colorado	325	1.1	5,365,943	1.2
Connecticut	110	0.4	1,754,253	0.4
Delaware	20	0.1	315,455	0.1
District of Columbia	58	0.2	890,353	0.2
Florida	824	2.9	11,758,148	2.6
Georgia	486	1.7	5,816,311	1.3
Hawaii	161	0.6	2,559,347	0.6
Idaho	91	0.3	1,413,226	0.3
Illinois	340	1.2	5,515,292	1.2
Indiana	554	1.9	4,681,825	1.0
Iowa	77	0.3	1,231,434	0.3
Kansas	606	2.1	5,342,612	1.2
Kentucky	89	0.3	1,313,357	0.3
Louisiana	303	1.0	2,811,778	0.6
Maine	41	0.1	470,926	0.1
Maryland	261	0.9	3,404,535	0.8
Massachusetts	258	0.9	3,825,213	0.8
Michigan	193	0.7	4,712,103	1.0
Minnesota	202	0.7	3,035,273	0.7
Mississippi	88	0.3	1,335,443	0.3
Missouri	223	0.8	3,059,930	0.7
Montana	32	0.1	426,177	0.1
Nebraska	33	0.1	180,473	0.0*
Nevada	198	0.7	3,152,620	0.7
New Hampshire	46	0.2	687,327	0.2
New Jersey	313	1.1	3,944,602	0.9
New Mexico	66	0.2	1,033,170	0.2
New York	1,927	6.7	16,493,932	3.7
North Carolina	307	1.1	4,682,138	1.0
North Dakota	8	0.0*	107,892	0.0*
Ohio	301	1.0	4,237,309	0.9
Oklahoma	84	0.3	1,218,266	0.3
Oregon	385	1.3	5,788,093	1.3
Pennsylvania	330	1.1	4,428,327	1.0
Rhode Island	41	0.1	495,771	0.1
South Carolina	144	0.5	2,419,775	0.5
South Dakota	18	0.1	171,499	0.0*
Tennessee	164	0.6	2,495,300	0.6
Texas	983	3.4	13,230,800	2.9
Utah	65	0.2	1,062,928	0.2
Vermont	29	0.1	355,536	0.1
Virginia	334	1.2	4,638,635	1.0
Washington	439	1.5	6,429,281	1.4
West Virginia	116	0.4	989,746	0.2
Wisconsin	166	0.6	2,640,198	0.6
Wyoming	25	0.1	272,113	0.1
Other/Unknown	234	0.8	3,272,137	0.7
Total	28,878	100.0%	$450,903,518	100.0%

*Greater than 0.00% but less than 0.05%.

Distribution of the Financed Eligible Loans by Servicer as of the Statistical Cut-off Date

Servicer	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
Xerox Education Services	2,527	8.8%	$21,264,031	4.7%
Great Lakes Educational Loan Services Inc.	10,545	36.5	190,246,428	42.2
Sallie Mae Inc.	15,806	54.7	239,393,059	53.1
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by School Type as of the Statistical Cut-off Date

School Type	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
4-Year University/Grad	4,913	17.0%	$14,265,459	3.2%
2-Year University	1,084	3.8	2,350,103	0.5
Proprietary	1,179	4.1	3,161,389	0.7
Foreign	61	0.2	339,282	0.1
Consolidation Loans	21,354	73.9	430,064,992	95.4
Other/Unknown	287	1.0	722,293	0.2
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by SAP Allowance Index

SAP Allowance Index	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
LIBOR	22,118	76.6%	$397,108,010	88.1%
T-Bill Index	6,760	23.4	53,795,507	11.9
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by Origination Date – Floor Income

Origination Date – Floor Income	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
Before April 1, 2006	16,803	58.2%	$188,673,592	41.8%
After April 1, 2006	12,075	41.8	262,229,925	58.2
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by Origination Date – SAP Margin

Origination Date – SAP Margin	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
Before 10/17/1986	158	0.5%	$472,996	0.1%
10/17/1986 to 9/30/1992	374	1.3	2,054,689	0.5
10/1/1992 to 6/30/1995	878	3.0	3,458,547	0.8
7/1/1995 to 6/30/1998	3,348	11.6	30,705,271	6.8
7/1/1998 to 12/31/1999	2,002	6.9	17,104,004	3.8
1/1/2000 to 9/30/2007	21,487	74.4	380,300,263	84.3
On and after 10/1/2007	631	2.2	16,807,747	3.7
Total	28,878	100.0%	$450,903,518	100.0%

Distribution of the Financed Eligible Loans by Rehabilitation Loans[**]**

Type of Loan	Number of Loans	Percent of Loans	Aggregate Outstanding Principal Balance	Percent of Loans by Aggregate Outstanding Principal Balance
Non-rehab	27,630	95.7%	$441,722,088	98.0%
Rehab	1,248	4.3	9,181,429	2.0
Total	28,878	100.0%	$450,903,518	100.0%

** The distribution of the Financed Eligible Loans by Rehabilitation Loans set forth in this table is as of a statistical cut-off date of August 31, 2013.

BORROWER BENEFITS

For Financed Eligible Loans transferred in connection with the issuance of the Notes, the Corporation offers certain borrower benefits in the form of interest rate and principal reductions for prompt and regular payments or payments made by automatic bank draft, as well as loan forgiveness for certain borrowers.

As of the Statistical Cut-off Date, approximately 19.2% of the Aggregate Outstanding Balance of Financed Eligible Loans are receiving an interest rate reduction for borrowers who make monthly payments by automatic bank draft. The interest rate reduction for automatic bank draft ranges from 0.25% to 1.25%. Approximately 4.9% of the Aggregate Outstanding Balance of Financed Student Loans may be eligible in the future for an interest rate reduction for automatic bank draft. The remaining 75.8% of the Aggregate Outstanding Balance of Financed Eligible Loans are not eligible for an interest rate reduction for automatic bank draft. As of the Statistical Cut-off Date, approximately 21.5% of the Aggregate Outstanding Balance of Financed Eligible Loans are eligible or have already received an interest rate reduction ranging from 0.50% to 2.25% after 0 to 48 months of prompt and regular payments. The remaining 78.5% of the Aggregate Outstanding Balance of Financed Eligible Loans are not eligible for such interest rate reduction.

We cannot predict which borrower will qualify for or decide to participate in these programs. The effect of these incentive programs may be to reduce the yield on the Financed Eligible Loans. Although such repayment incentives and borrower benefits may decrease the payments to be received from the Financed Eligible Loans, the Corporation does not expect these repayment incentives and borrower benefits to impair its ability to make payments of principal and interest on the Notes when due.

THE CORPORATION

The Corporation is a non-profit member public benefit corporation and was incorporated on June 23, 1980, under the laws of the State of California. The Corporation is organized exclusively for charitable purposes and operates exclusively for the purpose of acquiring student loan notes incurred under the Higher Education Act. To carry out its purpose, the Corporation is authorized to issue its obligations to provide funds for the financing of student loans.

The Corporation's Articles of Incorporation provide that the Corporation shall apply any income, after payment of expenses, debt service and the creation of reserves for payment of the same, to assisting students in pursuing postsecondary education. In the event of a dissolution of the Corporation, its unrestricted assets are required to be distributed to the United States government.

The Corporation is an organization described in Section 501(c)(3) of the Code and Section 23701(d) of the California Revenue and Taxation Code and is, accordingly, exempt from income tax, except income tax on unrelated business taxable income. The sole member of the Corporation is ALL Management Corporation ("ALL Management"). The directors of ALL Management are the current directors of the Corporation.

Management

The Corporation is managed by ALL Management, a non-profit public benefit corporation incorporated under the laws of the State of California on February 16, 1993. ALL Management was formed to provide management, consulting and related services to other non-profit public benefit corporations engaged in providing or assisting in the secondary market for student loans, and to assist needy students in obtaining funds for their postsecondary education.

ALL Management is headquartered in Los Angeles, California; ALL Management employs 25 personnel and has a board of director composed the following 5 members: Charles Bull, Arthur Baldonado, William Markenson, Juan Casillas, and Yvonne Hall.

The President and Chief Executive Officer of ALL Management is Quentin Wilson, the Managing Director, Finance of ALL Management is Andre Afshar, and the Treasurer and Controller of ALL Management is William R. Hansen. Biographies for Mr. Wilson, Mr. Afshar and Mr. Hansen are found below.

Quentin Wilson – President & Chief Executive Officer. Mr. Wilson is responsible to the Corporation and its board of directors for the overall operational and financial performance of the Corporation. In his role as President and Chief Executive Officer, Mr. Wilson manages all day-to-day matters, while working closely with the Board of Directors in the areas of strategic planning, new initiatives, and overall governance of the Corporation. Mr. Wilson joined the organization in 2008.

Mr. Wilson brings extensive policy and managerial experience in both finance and college access. He served as Associate Director for the Higher Education Loan Authority of the State of Missouri ("MOHELA"), a student loan organization operating in the nonprofit sector. MOHELA is one of the largest student loan secondary markets in the country, as well as a leading national holder and servicer of student loans. Mr. Wilson has also served as Missouri's Commissioner of Higher Education where he oversaw the state's student loan guarantee agency, as well as Cabinet Director and Revenue Director for the state of Missouri.

Mr. Wilson earned his Bachelors of Arts degree from The George Washington University and his Master in Business Administration degree from St. Louis University. He is also a graduate of the State

and Local Government Executives Program at the John F. Kennedy School of Government at Harvard University.

Andre Afshar – Managing Director, Finance. Mr. Afshar manages the finance area and leads the group in the development, implementation, and interpretation of complex financial and treasury concepts for risk management, capital markets, student loan portfolio management, planning, and control. Mr. Afshar jointed the Corporation in 2004.

Mr. Afshar brings to the finance group several years of experience in financial management and strategic planning – managing business acquisitions and strategic development for Orcutt Corporation, a private equity firm. Prior to Orcutt, Mr. Afshar was responsible for long-term planning and management of the project finance group at the third largest gas utility company in Canada.

Mr. Afshar earned his Bachelors of Business Administration degree from Simon Fraser University and Masters, Business Administration from Richard Ivey School of Business, University of Western Ontario.

William R. Hansen, CMA – Treasurer and Controller. Mr. Hansen is responsible for all the corporate budgeting and accounting functions, internal and external financing reporting, and the annual audits. Mr. Hansen joined the Corporation in 1996.

Mr. Hansen is a Certified Management Accountant with over twenty-five years of experience in the financial accounting field. His previous experience in the student loan industry includes twelve years with AFSA Data Corporation where he became the Assistant Controller in its Corporate Accounting Department.

Mr. Hansen received a Bachelor of Science degree, with great distinction, from California State University, Long Beach.

Summary of Administration Agreement

Pursuant to the Administration Agreement, dated as of December 1, 2013 (the "Administration Agreement"), by and between the Corporation, as issuer of the Notes and as administrator (the "Administrator"), and ALL Management, as the subadministrator (the "Subadministrator"), ALL Management, as the Subadministrator, agrees to assist the Corporation, as issuer of the Notes and as Administrator, in executing and preparing all such documents, reports, filings, instruments, certificates, directions and opinions as it shall be the duty of the Corporation to prepare, file, or deliver pursuant to the Indenture. ALL Management, as the Subadministrator, additionally agrees to assist the Corporation, as issuer of the Notes and as Administrator, in performing such calculations and preparing for execution by the Corporation, the Eligible Lender Trustee, or the Trustee, all such documents, reports, filings, instruments, certificates, directions, opinions and notices as it shall be the duty of the Corporation, as issuer of the Notes and as Administrator, to file or deliver pursuant to the Basic Documents. The Subadministrator, on behalf of the Corporation, shall calculate and direct the Eligible Lender Trustee or the Trustee to distribute any rebates properly payable to the Department. Pursuant to the Indenture, the Administrator is required to administer, perform or supervise the performance of such other activities in connection with the collateral (including the Basic Documents) as are not covered by the foregoing provisions described in the Indenture and the Administration Agreement and that are reasonably within the capability of the Administrator. So long as the Administrator is the Corporation, the Corporation shall perform or shall cause the Subadministrator to perform the foregoing duties.

If at any time any Servicer fails in any material respect to perform its obligations under its Servicing Agreement or under the Higher Education Act, including without limitation the failure of the

Servicer to comply with the due diligence requirements of the Higher Education Act, or if any servicing audit shows any material deficiency in the servicing of Eligible Loans by any Servicer, within 90 days of the Subadministrator becoming aware of or receiving notice thereof, the Subadministrator shall assist the Corporation, as the issuer of the Notes and as the Administrator, in directing the Servicer to cure the failure to perform or the material deficiency or remove such Servicer and appoint another servicer which is currently a Title IV Additional Servicer ("TIVAS") as Servicer; provided that any such removal shall not be effective until a successor Servicer has been appointed and loan transfer procedures between the removed Servicer and the successor Servicer shall have been completed. If such TIVAS are unwilling or unable to act as Servicer, the Subadministrator, on behalf of the Corporation, will appoint another Servicer having experience servicing student loans, subject to providing a Rating Notification of the same to the Rating Agencies.

The Subadministrator agrees to indemnify, defend and hold harmless the Corporation, as issuer of the Notes and as Administrator, and any of the officers, directors, employees and agents of the Corporation, as issuer of the Notes and as Administrator, from and against any and all costs, expenses, losses, claims, actions, suits, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person through, the negligence, willful misconduct or bad faith of the Subadministrator in the performance of its duties under the Administration Agreement or by reason of reckless disregard of its obligations and duties under the Administration Agreement or the Indenture; provided, however, the Subadministrator is liable only to the extent of the obligations specifically undertaken by the Subadministrator under the Administration Agreement. Payments made by the Subadministrator pursuant to the provisions of the Administration Agreement described in this paragraph will be deposited to the Revenue Fund to the extent the Trust Estate (as defined in the Indenture) has incurred a financial loss or damage as a result of the negligence, willful misconduct or bad faith of the Subadministrator in the performance of its duties under the Administration Agreement or by reason of reckless disregard of its obligations and duties under the Administration Agreement or under the Indenture.

The Subadministrator shall resign from the obligations and duties imposed on it as Subadministrator under the Administration Agreement upon determination that the performance of its duties under the Administration Agreement are no longer permissible under applicable law or will violate any final order of a court or administrative agency with jurisdiction over the Subadministrator or its properties. In addition, the Subadministrator is permitted to resign upon 30 days written notice to the Administrator, the Eligible Lender Trustee, the Trustee, Fitch, and S&P; provided, no such resignation shall become effective until the Trustee or a successor Subadministrator has assumed the responsibilities and obligations of ALL Management Corporation in accordance with the Administration Agreement.

If any one of the following events (a "Subadministrator Default") shall occur and be continuing:

(a) Any failure by the Subadministrator, on behalf of the Corporation, to direct the Trustee to make any required distributions from any of the Trust Estate funds on any Monthly Distribution Date, which failure continues unremedied for five (5) Business Days after written notice of such failure is received by the Subadministrator from the Trustee or after discovery of such failure by an officer of the Subadministrator;

(b) any failure by the Subadministrator duly to observe or to perform in any material respect any term, covenant or agreement of the Subadministrator set forth in the Administration Agreement or any other Basic Document, which failure shall (i) materially and adversely affect the rights of Noteholders and (ii) continue unremedied for a period of 60 days after the date on which written notice of such failure, requiring the same to be remedied, shall have been given (A) to the Subadministrator by the Administrator, the Trustee or the Eligible Lender Trustee or

(B) to the Administrator, the Subadministrator, the Trustee and the Eligible Lender Trustee by the Noteholders representing not less than 50% of the Outstanding Amount of the Notes at the time Outstanding; or

(c) an Event of Bankruptcy occurs with respect to the Subadministrator;

then, and in each and every case, so long as the Subadministrator Default shall not have been remedied, the Administrator by notice then given in writing to the Subadministrator (and to the Trustee and the Eligible Lender Trustee if given by the Noteholders) may terminate all the rights and obligations (other than its indemnification obligations) of the Subadministrator under the Administration Agreement. The predecessor Subadministrator is required to cooperate with the Administrator, the successor Subadministrator, the Trustee and the Eligible Lender Trustee in effecting the termination of the responsibilities and rights of the predecessor Subadministrator under the Administration Agreement.

Upon receipt by the Subadministrator of notice of termination pursuant to a Subadministrator Default, or the resignation by the Subadministrator in accordance with the terms of the Administration Agreement, the predecessor Subadministrator shall continue to perform its functions as Subadministrator under the Administration Agreement in the case of termination, only until the date specified in such termination notice or, if no such date is specified in a notice of termination, until receipt of such notice and, in the case of resignation, until the later of (i) the date 120 days from the delivery to the Administrator, the Eligible Lender Trustee and the Trustee of written notice of such resignation (or written confirmation of such notice) in accordance with the terms of the Administration Agreement and (ii) the date upon which the predecessor Subadministrator shall become unable to act as Subadministrator as specified in the notice of resignation and accompanying opinion of counsel (the "Transfer Date"). In the event of the termination or resignation hereunder of the Subadministrator, the Corporation, as issuer of the Notes and as Administrator, shall appoint a successor Subadministrator and the successor Subadministrator shall accept its appointment by a written assumption in form acceptable to the Corporation, as issuer of the Notes, the Administrator and the Trustee. In the event that a successor Subadministrator has not been appointed at the time when the predecessor Subadministrator has ceased to act as Subadministrator, the Administrator shall fulfill the duties and obligations of the Subadministrator under the Administration Agreement until such time as a successor Subadministrator is appointed. Notwithstanding the above, no resignation or termination of the Subadministrator shall be effective until (x) a successor Subadministrator shall have been appointed; and (y) shall have agreed in writing to be bound by the terms of this Administration Agreement.

The Administration Agreement may be amended by the Corporation, the Administrator and the Subadministrator, without notice to or the consent of any of the Noteholders to cure any ambiguity, to correct or supplement any provisions in the Administration Agreement or for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions in this Agreement; provided, however, that such action shall not, as evidenced by an Opinion of Counsel delivered to the Eligible Lender Trustee and the Trustee, adversely affect in any material respect the interests of any Noteholder. The Administration Agreement may also be amended from time to time by the Corporation, the Administrator and the Subadministrator, with the consent of the Noteholders evidencing a majority of the Outstanding Amount of the Notes at the time Outstanding; provided, however, that no such amendment shall (x) increase or reduce in any manner the amount of, or accelerate or delay the timing of, collections of payments with respect to Eligible Loans or distributions that shall be required to be made for the benefit of the Noteholders, or (y) reduce the aforesaid percentage of the Outstanding Amount of the Notes, the Noteholders of which are required to consent to any such amendment, without the consent of all outstanding Noteholders. Promptly after the execution of any amendment to the Administration Agreement described herein, the Subadministrator is to furnish written notification of the substance of such amendment to Fitch and S&P.

The Corporation's Outstanding Indebtedness

As of October 31, 2013, the Corporation had outstanding series of student loan revenue bonds, in the respective principal amounts as follows:

Series of Bonds	Original Principal Amount	Outstanding Principal Amount	Final Maturity*
Series IV Indenture**			
Senior Series IV Bonds:			
Auction rate bonds	$838,200,000	$554,025,000	7/1/2031 to 1/1/2042
Floating rate notes	325,000,000	87,400,000	4/25/2024
Subordinate Series IV Bonds:			
Auction rate bonds	40,000,000	40,000,000	7/1/2031 to 1/1/2033
Junior Subordinate Series IV Bonds:			
Fixed Rate	11,500,000	11,500,000	1/1/2018 to 7/1/2030
Series 2010-I Indenture			
Senior Series 2010-I Bonds:			
Floating rate notes:	442,319,000	268,827,631	10/25/2016 to 4/25/2037
Subordinate Series 2010-I Bonds:			
Floating rate notes:	16,000,000	16,000,000	7/25/2037
Series 2012-I Indenture			
Senior Series 2012-I Bonds:			
Floating rate notes:	204,200,000	179,734,534	7/25/2036
Subordinate Series 2012-I Bonds:			
Floating rate notes:	5,760,000	5,760,000	7/25/2039
Junior Subordinate 2012-I Bonds:			
Fixed rate:	3,053,545	3,053,545	1/27/2042

* Legal maturities of bonds.

** The Refunded Bonds anticipated to be purchased with proceeds of the Notes include the following bonds under the Series IV Indenture: approximately $424.075 million in aggregate principal amount of the auction rate Senior Series IV Bonds, approximately $46.805 million in aggregate principal amount of the floating rate Senior Series IV Bonds, approximately $33.0 million in aggregate principal amount of the auction rate Subordinate Series IV Bonds, and approximately $8.5 in aggregate principal amount of the fixed rate Junior Subordinate Series IV Bonds.

In 2010, the Corporation borrowed moneys through its participation in the Department of Education's asset-backed commercial paper conduit program, Straight-A Funding, LLC (the "Conduit Program"). The Corporation pledged approximately $18.4 million of fully disbursed eligible FFELP loans to the Conduit Program in June of 2010. As of October 31, 2013, the Corporation has an outstanding principal balance of such FFELP loans of approximately $9.0 million, plus accrued interest. Such loans may be pledged by the Corporation before the Date of Issuance or during the Acquisition Period to the Trust Estate; such loans are not described under "CHARACTERISTICS OF THE ELIGIBLE LOANS" but have substantially similar characteristics to the pool of Eligible Loans expected to be pledged to the Trustee during the Acquisition Period.

Challenges Facing the Corporation

Events of the last five years have been unprecedented for the student loan industry due to disruptions in financial markets. In addition, the Student Aid and Financial Responsibility Act of 2010 ("SAFRA") eliminated privately financed FFELP loans effective for academic years beginning July 1, 2010, thereby terminating the Corporation's loan origination business. In response to the financial markets and legislative challenges, the Corporation has adapted its business and strategic plans in order to

strengthen the financial performance of its existing indentures, its administration of its trust indentures and further its non-profit mission.

Management of the Corporation has been a leader in industry efforts to maintain a role for state-based non-profit student loan corporations in the servicing of federal student loans. A provision allocating servicing rights for the loans of 100,000 to each eligible, qualified, non-profit servicer in each state was included in SAFRA. The Health Care and Education Reconciliation Act of 2010 ("HCERA") requires the Secretary of the Department of Education (the "Department") to contract with each eligible and qualified not-for-profit servicer to service Direct Loans. The Department has made the determination that the Corporation's affiliate, ALL Management, meets the basic eligibility requirements for HCERA. ALL Management has entered into an agreement with another "eligible organizations" to partner in cost effectively providing Direct Loan servicing to the Department.

Disruptions in the financial markets presented challenges to the Corporation's then existing indentures. These include rating downgrades related to the credit ratings of bond insurers and liquidity banks and the failure of auctions for auction rate securities. However, each of the trusts consists of discrete non-recourse obligations in order to keep the performance of the student loans in one trust and market dynamics from directly impacting the other trusts or the Corporation's financial resources. The Corporation has been active in working with counterparties in seeking restructuring alternatives and other actions to enhance performance of its trusts and has completed the restructure of two of its indentures.

A sister corporation of the Corporation presently administers two private loan programs in concert with California's designated entity for issuing tax-exempt bonds for private loans. The Corporation has no direct interest in such programs.

IRS Examination

On March 20, 2012 the Internal Revenue Service ("IRS") announced a Voluntary Closing Agreement Program (the "VCAP") with respect to tax-exempt student loan revenue bonds. The VCAP relates to the allocation of student loans among student loan bonds of an issuer. Because the Corporation has tax-exempt bonds outstanding in some of its indentures, it has studied the VCAP and its impact on the Corporation and its bonds.

The Corporation has historically used an accounting methodology that it believes satisfies the IRS regulations with respect to loan allocations for its tax-exempt bonds and therefore elected not to enter into a VCAP settlement.

On November 29, 2012, the Corporation received a notification from the IRS that certain of the Corporation's tax-exempt bonds, including bonds in its Series IV Indenture, had been selected by the IRS for examination (the "Examination"). The Corporation cannot predict the outcome of the Examination. As part of the Examination, the IRS may disagree with the Corporation's accounting method. If that were to occur and a settlement between the Corporation and the IRS cannot be reached, the IRS may act to impose tax on the holders of such tax-exempt bonds issued by the Corporation with respect to the interest received by such holders.

THE LOAN FINANCE PROGRAM

Federal Student Loan Programs

The Eligible Loans securing the Notes were originated pursuant to the FFEL Program. For a description of the FFEL Program, see "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF

THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto. The Higher Education Act provides for a program of (a) direct federal insurance of student loans and (b) reinsurance of FFELP loans guaranteed or insured by a state agency or private non-profit corporation. Several types of loans originated prior to July 1, 2010 constitute FFELP loans pursuant to the FFEL Program. These include: (a) loans to students with respect to which the federal government makes interest payments available to reduce student interest cost during periods of enrollment; (b) loans to students with respect to which the federal government does not make such interest payments; (c) supplemental loans to parents of dependent; (d) supplemental loans to graduate students; and (e) loans to fund payment and consolidation of certain of the borrower's obligations. Prior to July 1, 1994, the FFEL Program also included a separate type of loan to graduate and professional students and independent undergraduate students and, under certain circumstances, dependent undergraduate students to supplement their Stafford Loans.

Neither the guarantee funds nor any other assets or revenues of the eligible guaranty agencies, including amounts payable to the guaranty agencies by the Secretary are pledged as security for the Notes or are available for payment of the Notes. However, amounts paid from such assets and revenues by the eligible guaranty agencies to the Corporation in fulfillment of the eligible guaranty agencies' insurance obligations with respect to Loans are so pledged.

THE SERVICERS

The Corporation has entered into servicing agreements with Xerox Education Services, Inc. ("XES"), Great Lakes Educational Loan Services, Inc. ("GLELSI") and Sallie Mae Servicing, a division of Sallie Mae, Inc. ("Sallie Mae") pursuant to which GLELSI and Sallie Mae will perform substantially all servicing responsibilities with respect to the Eligible Loans. Currently, the Corporation does not expect to enter into any other subservicing agreements to provide servicing of Eligible Loans. See "CHARACTERISTICS OF THE ELIGIBLE LOANS" herein for the percent of Eligible loan serviced by each Servicer of the Eligible Loans.

The Corporation's servicing and loan origination agreements provide that each Servicer shall originate, collect and perform all other customary loan servicing functions and (at the request of the Corporation) examine promissory notes and certain other loan documents acquired in connection with purchased Eligible Loans. With respect to servicing of Eligible Loans, each Servicer is required to take all steps necessary and within its power and authority to maintain the guarantee coverage on each Eligible Loan in full force and effect at all times during the period of servicing by such Servicer. With respect to each Eligible Loan that is in default, the applicable Servicer is required to take all reasonable steps necessary to accomplish recovery thereon from the appropriate Guaranty Agency. Each Servicer is required to prepare and deliver periodic reports to the Corporation. The Servicing Agreements provide for the payment to each Servicer of a nonrecurring conversion fee for each Eligible Loan and a monthly servicing fee for each account being serviced by the Servicer during its term. In addition, each Servicer is entitled to fees for default claim filing and certain other services. The fees are subject to adjustment each year. Servicing fees are also subject to increase as a result of postage increases and certain legislative changes. The Corporation may indemnify each Servicer as required under the related Servicing Agreement.

Sallie Mae Servicing Agreement. The Corporation has entered into a Loan Origination and Management Services Agreement, effective the 1st day of December 1999 (the "Sallie Mae Servicing Agreement"), among the Corporation, the Eligible Lender Trustee and Sallie Mae (formerly known as Sallie Mae Servicing Corporation). The Sallie Mae Servicing Agreement had an initial term of four (4) years and renews automatically for additional one (1) year terms unless the Corporation or Sallie Mae notifies the other parties of its intention not to renew at least ninety days before the end of the then current term, or the Sallie Mae Servicing Agreement is otherwise terminated pursuant to its terms. The Sallie

Mae Servicing Agreement may be terminated by the Corporation upon 30 days' written notice (immediately in the case of an insolvency event) upon Sallie Mae losing its eligibility as a third-party servicer, a material failure by Sallie Mae bearing on its obligations under the Higher Education Act or the occurrence of an insolvency event with respect to Sallie Mae. Sallie Mae agrees to perform its obligations under the Sallie Mae Servicing Agreement using reasonable care, applying that degree of skill, attention and technological innovation that Sallie Mae exercises generally with respect to comparable student loans that Sallie Mae services on behalf of itself, all in accordance with the Higher Education Act, and other applicable laws.

Pursuant to the Sallie Mae Servicing Agreement, and subject to certain limitations set forth therein and opportunities to cure, Sallie Mae is liable to the Corporation for any loss, cost, damage, liability or expense actually suffered or incurred by the Corporation, including any loss, cost, damage, liability or expense that may be imposed on, incurred by or asserted against the Corporation by the Secretary pursuant to the Higher Education Act, to the extent that such loss, cost, damage, liability or expense was caused substantially and directly by the negligence, willful misfeasance or bad faith of Sallie Mae in the performance of its obligations and duties under the Sallie Mae Servicing Agreement, including, without limitation, its actions as the Corporation's agent and attorney-in-fact, or by reason of the reckless disregard of its obligations and duties under the Sallie Mae Servicing Agreement, where the final determination of the cause of any such loss, cost, damage, liability or expense is established pursuant to a final judgment of a court of competent jurisdiction or by settlement. In no event will Sallie Mae be liable to the Corporation for consequential, exemplary or punitive damages. No additional liability may be imposed on Sallie Mae with respect to losses that are attributable to breaches that are cured or remedied by Sallie Mae's repurchase of a student loan or reimbursement to the Corporation for a material breach of the Sallie Mae Servicing Agreement.

In addition, in the event of a "material Guarantee breach" (as hereinafter defined) which is not curable by reinstatement of the Guarantee Agency's guarantee, Sallie Mae is required to purchase the affected student loan(s) as soon as practicable but not later than 120 days following the earlier of (i) the date of discovery of such material Guarantee breach, and (ii) the date of receipt of the Guarantee Agency reject transmittal form with respect to such student loan. In the event of a material Guarantee breach with respect to a student loan which is curable by reinstatement of the Guarantee Agency's guarantee, unless the material Guarantee breach shall have been cured within 360 days following the earlier of the date of discovery of such material Guarantee breach and the date of receipt of the Guarantee Agency reject transmittal form with respect to such student loan, Sallie Mae is required to purchase the affected student loan(s) not later than the sixtieth day following the end of such 360-day period. The purchase price will be the sum of the unpaid principal amount plus accrued interest (calculated using the applicable percentage that would have been guaranteed pursuant to Section 428(b)(1)(G) of the Higher Education Act), the amount of any unpayable Interest Subsidy Payments and Special Allowance Payments through the date of payment of the purchase price, plus any amounts the Corporation must pay the Secretary in respect of such student loan (including Interest Subsidy Payments and Special Allowance Payments which must be refunded to the Secretary). A "material Guarantee breach" is a servicing breach that causes a full loss of a Guarantee Agency's guarantee of a student loan serviced pursuant under the Sallie Mae Servicing Agreement. Any servicing breach that relates to compliance with the requirements of the Higher Education Act or the applicable Guarantee Agency but that does not cause a full loss of such Guarantee Agency's obligation to guarantee payments of a student loan is not a material Guarantee breach.

The Sallie Mae Servicing Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, the Sallie Mae Servicing Agreement may be assigned by the Corporation to the Trustee as a secured party.

Xerox Servicing Agreement. The Corporation has entered into a Secondary Market FFELP Servicing Agreement, dated December 1, 1996 (the "XES Servicing Agreement"), among the Corporation, the Eligible Lender Trustee and XES (formerly known as AFSA Data Corporation). The XES Servicing Agreement had an initial one year term and automatically renews for successive twelve (12)-month periods unless either party shall give the other written notice of its intention not to renew the XES Servicing Agreement at least ninety (90) days prior to its scheduled expiration date, or the XES Servicing Agreement is otherwise terminated pursuant to its terms. The XES Servicing Agreement may be terminated by the Corporation or XES upon the occurrence of certain defaults or insolvency events of the other party. XES covenants to performs it duties under the XES Servicing Agreement in compliance with the applicable federal law, regulations and directives and similar regulations and directives by the Guaranty Agencies, as reasonably interpreted by XES, and in compliance with applicable consumer credit, disclosure, and debt collection laws and regulations to the extent such laws and regulations are not preempted by the requirements of the Higher Education Act or Guaranty Agency regulations.

Generally, in the event a student loan is rejected or not paid in full by a Guaranty Agency directly and primarily due to XES's negligence or willful misconduct, and XES is unable to cure the student loan within the time periods set forth in the XES Servicing Agreement, XES will reimburse the Corporation for principal and Interest Subsidy Payments and Special Allowance Payment penalties on such student loan within the time periods set forth in the XES Servicing Agreement.

The XES Servicing Agreement may not be assigned by any party without the others' prior written consent, provided, however, the Corporation may assign its rights and obligations thereunder to the Trustee.

Pursuant to its bailment agreement, XES is required to deposit amounts received by XES on the Eligible Loans with the Trustee within two Business Days of receipt thereof and identification of the account to which such proceeds apply.

Great Lakes Servicing Agreement. The Corporation has entered into a Student Loan Origination and Servicing Agreement, dated as of April 4, 2002 (the "GLELSI Servicing Agreement"), among the Corporation, the Eligible Lender Trustee and GLELSI. The GLELSI Servicing Agreement remains in full force and effect until terminated or modified as provided therein. The GLELSI Servicing Agreement may be terminated only at the end of a calendar quarter upon 30 days' prior notice from the Corporation or upon 180 days' prior notice from GLELSI, or the GLELSI Servicing Agreement is otherwise terminated pursuant to its terms. GLELSI covenants in the GLELSI Servicing Agreement to perform the Corporation's obligations as holder of FFELP loans as required by the Higher Education Act and all regulations issued by the U. S. Department of Education or by a Guaranty Agency to implement the Higher Education Act.

GLELSI covenants to exercise care and due diligence in performing the services required by the GLELSI Servicing Agreement. Subject to following two sentences, GLELSI agrees to indemnify and hold the Corporation and the Eligible Lender Trustee harmless from all loss, liability and expense (including reasonable attorney's fees) arising out of or relating to GLELSI's acts or omissions with regard to the performance of services under the GLELSI Servicing Agreement provided however that GLELSI shall not be liable in the performance of such services except for its negligence or misconduct and provided further that in no event shall GLELSI be responsible or liable for any consequential damages with respect to any matter whatsoever arising out of the GLELSI Servicing Agreement. GLELSI and the Corporation recognize that GLELSI's lender servicing programs are separate and distinct from Great Lakes Higher Education Guaranty Corporation's ("GLHEGC") guarantee program, and the Corporation and the Eligible Lender Trustee specifically agree to look only to GLELSI in its capacity as a servicing agent for any claims under the GLELSI Servicing Agreement relating to its functions as servicing agent.

The Corporation and the Eligible Lender Trustee specifically waive any claim against GLHEGC's Guarantee Fund as defined in 34 CFR 682.410(a)(1) and against GLHEGC's Federal Reserve Fund and Administrative Operating Fund and all other escrows required under the Higher Education Act for claims under the GLELSI Servicing Agreement.

The Corporation may assign the GLELSI Servicing Agreement to any affiliate and GLELSI may assign the GLELSI Servicing Agreement to any affiliate to which its FFELP lender servicing program is transferred in whole or substantial part. Otherwise, the GLELSI Servicing Agreement may not be assigned without the prior consent of the non-assigning party.

Pursuant to its bailment agreement, GLELSI is required to deposit amounts received by GLELSI on the Eligible Loans with the Trustee within two Business Days of receipt thereof and identification of the account to which such proceeds apply.

The information included below relating to the Servicers has been obtained from the Servicers and has not been verified by the Corporation or the Underwriter.

Sallie Mae Servicing, a division of Sallie Mae, Inc. Sallie Mae Servicing, a division of Sallie Mae, Inc. ("Sallie Mae") is a subsidiary of SLM Corporation and Sallie Mae acts as a loan servicer for the Corporation. SLM Corporation is the largest holder, servicer and collector of loans made under the discontinued Federal Family Education Loan Program. SLM Corporation and its subsidiaries serve, as of September 30, 2013, over 25 million customers through SLM Corporation's and its subsidiaries' ownership and management of approximately $144.1 billion of student loans, of which approximately $106.4 billion, or approximately 74 percent, are federally insured. Sallie Mae is also the nation's largest servicer of student loans, servicing a portfolio of approximately $301 billion principal balance of student loans as of September 30, 2013.

Xerox Education Services, Inc. ("XEROX-ES") The following information has been furnished by Xerox Corporation ("Xerox") for use in this Offering Memorandum. The Corporation does not guarantee or make any representation as to the accuracy or completeness thereof or the absence of material adverse change in such information or in the condition of Xerox subsequent to the date hereof.

XEROX-ES acts as a loan servicer for the trust. XEROX-ES is a for-profit limited liability company and a wholly-owned subsidiary of Xerox Corporation ("Xerox"). Headquartered in Norwalk, Connecticut, Xerox is a Fortune 500 company providing document technology, services, software and supplies for production and office environments, as well as business process and technology outsourcing solutions to world-class commercial and government clients. Xerox's common stock trades on the New York Stock Exchange under the symbol "XRX." XEROX-ES has its headquarters at 2277 E. 220th Street, Long Beach, CA 90810, and has domestic regional processing centers in Long Beach and Bakersfield, California; Utica, New York; Oak Brook, Illinois; Aberdeen, South Dakota and Madison, Mississippi.

The Guaranteed Loan Servicing Group is operated by XEROX-ES as an independent, third party education loan servicer with approximately 1,000 employees, providing full service loan origination and servicing for the Federal Stafford, PLUS and Consolidation education loan programs and many alternative/private loan programs. XEROX-ES and its predecessors have over 42 years of experience providing outsourcing services to higher education. As of October 2013, the Guaranteed Loan Servicing Group of XEROX-ES currently services approximately 3.2 million education loan accounts with loans valued at approximately $47 billion.

XEROX-ES' Guaranteed Loan Servicing Group services include Stafford, PLUS, Consolidation, and private/alternative loan servicing, as well as post-origination conversion and private loan origination.

Origination services include receipt and validation of application data, underwriting (if required), school and borrower customer service and loan disbursement. A wide range of schools are supported, as well as a variety of different disbursement methods, including: check, master check, automated clearinghouse (ACH), and disbursement via national disbursing agents.

Conversion services include set-up of new accounts to the servicing platform from the origination system or a lender's system. This area also supports transfer of existing education loan portfolios from other servicers' systems, as well as loan sales and securitizations.

Loan servicing includes lender and borrower services, payment and transaction processing, due diligence activities as required by federal regulations or private/alternative loan program requirements, and communications with schools, guarantors, the National Student Loan Clearing House, and others. In the event of borrower default, XEROX-ES prepares and submits a claim package on the lender's behalf to the appropriate guaranty agency for review and guarantee payment, if applicable.

Xerox files periodic reports with the Securities and Exchange Commission (the "SEC") as required by the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Reports filed with the SEC are available for inspection without charge at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549. Information as to the operation of the public reference facilities is available by calling the SEC at 1-800-SEC-0330.

Information filed with the SEC can also be inspected at the SEC's site on the World Wide Web at "http://www.sec.gov." Xerox also currently provides information through Xerox's website at "http://www.xerox.com." Information filed by Xerox with the SEC or contained on Xerox's website is not intended to be incorporated as part of this Official Statement and information contained on Xerox's website is not a part of the documents that Xerox files with the SEC.

Great Lakes Educational Loan Services, Inc. Great Lakes Educational Loan Services, Inc. ("GLELSI") acts as a loan servicing agent for the Corporation. GLELSI is a wholly owned subsidiary of Great Lakes Higher Education Corporation ("GLHEC"), a Wisconsin nonstock, nonprofit corporation. The primary operations center for GLHEC and its affiliates (including GLELSI) is in Madison, Wisconsin, which includes the data processing center and operational staff offices for both guaranty support services provided by GLELSI to GLHEC and third party guaranty agencies and lender servicing functions. GLHEC and affiliates also maintain offices in Eagan, Minnesota, Aberdeen, South Dakota, Rocky Hill, Connecticut and Boscobel and Eau Claire, Wisconsin and customer support staff located nationally.

GLELSI began servicing loans for commercial lenders in 1977, first as a division of the Wisconsin Higher Education Corporation, subsequently renamed the Great Lakes Higher Education Corporation, then as GLELSI. In September, 2009, GLELSI began servicing loans for the U.S. Department of Education. GLELSI is presently one of four servicers who service loans issued to new student and parent borrowers under the Federal Direct Student Loan Program.

As of September 30, 2013, GLELSI serviced 10,256,346 student and parental accounts with an outstanding balance of $174.7 billion for over 1,150 lenders nationwide, including the U.S. Department of Education. As of September 30, 2013, 65.8% of the portfolio serviced by GLELSI was in repayment status, 7.8% was in grace status and the remaining 26.4% was in interim status. GLELSI will provide a copy of GLHEC's most recent consolidated financial statements on receipt of a written request directed to 2401 International Lane, Madison, Wisconsin 53704, Attention: Chief Financial Officer.

THE GUARANTY AGENCIES

General

The Eligible Loans are guaranteed by Educational Credit Management Corporation ("ECMC"), Great Lakes Higher Education Guaranty Corporation ("GLHEGC"), United Student Aid Funds, Inc. ("USA Funds") and the other Guaranty Agencies as specified under "CHARACTERISTICS OF THE ELIGIBLE LOANS" herein. Brief descriptions of ECMC, GLHEGC and USA Funds are included in this Offering Memorandum immediately below. The information concerning ECMC, GLHEGC and USA Funds was provided to the Corporation by ECMC, GLHEGC and USA Funds, respectively, and has not been verified by the Corporation or the Underwriter.

Each Guaranty Agency is qualified to act as a "guaranty agency" under the Higher Education Act. The Higher Education Act sets forth numerous requirements applicable to guaranty agencies and provides that the Secretary of the Department of Education will reinsure claims paid by each such guaranty agency on defaulted Eligible Loans.

For more information on the provisions affecting guaranty agencies in the Higher Education Act, see "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM" hereto.

Educational Credit Management Corporation

The following information has been furnished by ECMC for use in this Offering Memorandum. Neither the Corporation nor the Underwriter makes any guarantee or any representation as to the accuracy or completeness thereof or the absence of material adverse change in such information or in the condition of ECMC subsequent to the date hereof.

Educational Credit Management Corporation ("ECMC"), a nonprofit corporation established in 1994 with its headquarters in Oakdale, Minnesota, is a national student loan guaranty agency under the Federal Family Education Loan Program ("FFELP"). ECMC was designated by the U.S. Department of Education to be the FFELP guarantor for the Commonwealth of Virginia in 1996, for the state of Oregon in 2005, for the state of Connecticut in December 2009, and for the state of California in November 2010 when ECMC assumed the guarantee on loans that had previously been guaranteed by the California Student Aid Commission. Additionally, the U.S. Department of Education designated ECMC as the guarantor for the department-held rehabilitated loans in 2004.

Effective November 1, 2010, ECMC assumed the guarantee on loans that had been guaranteed by the California Student Aid Commission (CSAC). Pursuant to directives from the U.S. Department of Education, the portfolio of loans that had originally been guaranteed by CSAC, were separately tracked and reported through federal fiscal year end 2012. Thus, references to ECMC CA in this discussion refer to the loan portfolio previously guaranteed by CSAC and transferred to ECMC. Effective October 1, 2012, the portfolio of loans that had originally been guaranteed by CSAC is no longer separately tracked and reported and is combined with ECMC's portfolio of loans for all purposes. Nonetheless, for federal fiscal years 2011 and 2012, the U.S. Department of Education did publish certain information on a combined basis for ECMC and ECMC CA. This included the reserve ratio and the claims rate reported herein.

The following information and data has been provided by ECMC from reports provided by or to the U.S. Department of Education. References to fiscal year refer to the federal fiscal year that begins on October 1 and ends on September 30 each year. As of December 2, 2013, the reserve ratio and claims rate data reported herein was not available for federal fiscal year end September 30, 2013. Information for

federal fiscal year 2011 includes information for the time period when the guarantee on the loans in the California portfolio had been transferred from CSAC to ECMC. Historical information for the time period 2008-2010 reflects information provided to the U.S. Department of Education by the prior guarantor or servicer for this portfolio. ECMC has not verified, and makes no representation as to the accuracy or completeness of, the information compiled by the U.S. Department of Education or as to any calculations other than as required by federal regulation.

Federal Reserve and Operating Funds and Loan Portfolio. As part of the FFELP, ECMC maintains federal reserve fund and operating fund accounts for the ECMC portfolio (including the previously segregated ECMC CA portfolio). The operating fund and federal reserve fund assets related to the guaranteed loan portfolio are restricted to certain uses by statute. As of September 30, 2013, the ECMC loan portfolio had total federal reserve fund assets of approximately $243.1 million. Through September 30, 2013, the outstanding unpaid aggregate amount of principal and interest on loans that had been guaranteed by ECMC under FFELP was approximately $27.9 billion. ECMC had operating fund assets as of September 30, 2013 totaling approximately $107.2 million.

In addition, pursuant to its charter with the U.S. Department of Education, ECMC performs a number of specialized services for the U.S. Department of Education through ECMC's Federal Services Bureau. These services include bankruptcy servicing and processing, providing a safety-net function for the U.S. Department of Education to assist other guaranty agencies during periods of economic difficulty, and assisting the U.S. Department of Education in other areas as requested. ECMC maintains a separate account for reserve fund assets in its Federal Service Bureau. Although ECMC may accumulate assets in this account during the month, ECMC returns all excess reserve fund assets in its Federal Services Bureau at the end of each month. Therefore, as of September 30, 2013, ECMC had no reserve fund assets in its Federal Services Bureau account. These assets are the property of the United States Department of Education and are not available for payment of claims for ECMC guaranteed loans.

Guaranty Volume. The guaranty volume is the approximate net principal amount of FFELP loans (excluding Federal Consolidation Loans) guaranteed by ECMC or CSAC as transferred to the ECMC CA portfolio. As a result of the Health Care and Education Reconciliation Act of 2010, signed by President Obama on March 30, 2010, all new loans guaranteed and disbursed under the FFELP were eliminated as of July 1, 2010. Instead, the federal government directly makes federal student loans for higher education, rather than insuring federal student loans made by private lenders and guaranteed by a guaranty agency such as ECMC. As such, under current law, no new FFELP loan guaranty volume has occurred since July 1, 2010. However, ECMC will continue to perform its obligations as the guaranty agency for the remaining outstanding loan portfolio. ECMC's guaranty volume for the last five fiscal years is as follows:

	Loans Guaranteed				
	Federal Fiscal Year				
	($ in millions)				
Guarantor	**2009**	**2010**	**2011**	**2012**	**2013**
Educational Credit Management Corporation	$3,059	$1,091	$0	$0	$0

The guaranty volume guaranteed by CSAC as transferred to the ECMC CA portfolio for the past five fiscal years for which information is available is as follows:

	Loans Guaranteed				
	Federal Fiscal Year				
	($ in millions)				
Guarantor	**2009**	**2010**	**2011**	**2012**	**2013**
CSAC(2009-2010)/ECMC CA (2011-2013)	$10,373	$4,054	$0	$0	$0

Reserve Ratios. The reserve ratio represents the percentage of the guarantor's federal reserve fund balance relative to the total amount of loans outstanding guaranteed by the guarantor. The U.S. Department of Education published reserve ratios for the federal reserve fund administered by ECMC (including, in fiscal year 2011 and 2012, the federal reserve fund held by ECMC CA and loans previously guaranteed by CSAC) for the last five fiscal years for which information has been published by the U.S. Department of Education as follows:

	Reserve Ratio[^]				
	Federal Fiscal Year				
Guarantor	**2008**	**2009**	**2010**	**2011**	**2012**
ECMC(2008-2010)/ECMC & ECMC CA (2011-2012)	0.498%	0.794%	1.217%	0.753%	0.915%

[^] Note that the U.S. Department of Education has not published the reserve ratio for federal fiscal year 2013 as of December 2, 2013.

Prior to federal fiscal year 2011, the year that CSAC's guarantee on the loan portfolio was transferred to ECMC, the U.S. Department of Education published reserve ratios for the federal reserve fund administered by CSAC for the previous three fiscal years, 2008-2010, as follows:

	Reserve Ratio		
	Federal Fiscal Year		
Guarantor	**2008**	**2009**	**2010**
CSAC……	0.269%	0.326%	0.415%

Claims Rates. ECMC's claims rate represents the percentage of federal reinsurance claims paid by the Secretary of the U.S. Department of Education during any fiscal year relative to ECMC's existing portfolio of loans in repayment (including, in fiscal years 2011 and 2012, claims paid with respect to the portfolio of loans transferred from CSAC to ECMC CA) at the end of the prior fiscal year. For the last five fiscal years for which information is available, ECMC's claims rate was as follows:

	Claims Rate[^^]				
	Federal Fiscal Year				
Guarantor	**2008**	**2009**	**2010**	**2011**	**2012**
ECMC(2008-2010)/ECMC & ECMC CA (2011-2012)	4.42%	4.95%	3.90%	3.11%	2.75%

[^^] Note that the U.S. Department of Education has not published the claims rate for federal fiscal year 2013 as of December 2, 2013.

Prior to federal fiscal year 2011, the year that CSAC's guarantee on the loan portfolio was transferred to ECMC, the U.S. Department of Education published claims rates for CSAC for the previous three fiscal years, 2008-2010, as follows:

	Claims Rate		
	Federal Fiscal Year		
Guarantor	**2008**	**2009**	**2010**
CSAC…….....	4.16%	4.06%	3.82%

Recovery Rates. ECMC's recovery rate, which provides a measure of the effectiveness of the collection efforts against defaulting borrowers after the guarantee claim has been paid, is determined by dividing the amount recovered from borrowers by ECMC during the fiscal year by the aggregate amount of default claims paid by ECMC outstanding at the end of the prior fiscal year. The U.S. Department of Education published ECMC's recovery rates for the past five federal fiscal years as follows:

	Recovery Rate^^^				
	Federal Fiscal Year				
Guarantor	**2009**	**2010**	**2011**	**2012**	**2013**
ECMC(2009-2012)/ECMC & ECMC CA (2013) ...	24.56%	28.33%	31.95%	35.60%	29.19%

^^^ Note that the U.S. Department of Education published the recovery rates for 2011 and 2012 separately for ECMC and the ECMC CA portfolio previously guaranteed by CSAC.

The U.S. Department of Education published the following recovery rates for the ECMC CA portfolio, previously guaranteed by CSAC, for the previous four federal fiscal years as follows:

	Recovery Rate^^^			
	Federal Fiscal Year			
Guarantor	**2009**	**2010**	**2011**	**2012**
CSAC(2009-2012) / ECMC CA (2011-2012)	31.60%	29.22%	29.91%	28.64%

^^^ Note that the U.S. Department of Education published the recovery rates for 2011 and 2012 separately for ECMC and the ECMC CA portfolio previously guaranteed by CSAC.

ECMC has not reviewed any other section of this Offering Memorandum and has no responsibility for any information contained in any other section of this Offering Memorandum.

Great Lakes Higher Education Guaranty Corporation

Great Lakes Higher Education Guaranty Corporation ("GLHEGC") is a Wisconsin nonstock, nonprofit corporation the sole member of which is Great Lakes Higher Education Corporation ("GLHEC"). GLHEGC's predecessor organization, GLHEC, was organized as a Wisconsin nonstock, nonprofit corporation and began guaranteeing student loans under the Higher Education Act in 1967. GLHEGC is the designated guaranty agency under the Higher Education Act for Wisconsin, Iowa, Minnesota, Ohio, South Dakota, Puerto Rico and the Virgin Islands. On January 1, 2002, GLHEC (and GLHEGC directly and through its support services agreement with GLHEC), outsourced certain aspects of its student loan program guaranty support operations to Great Lakes Education Loan Services, Inc. ("GLELSI"). GLHEGC continues as the "guaranty agency" as defined in Section 435(j) of the Higher Education Act and continues its default aversion, claim purchase and compliance, collection support and

federal reporting responsibilities as well as custody and responsibility for all revenues, expenses and assets related to that status. GLHEGC (through its support services agreement with GLHEC) also performs oversight of all direct and outsourced student loan program operations. The primary operations center for GLHEC and its affiliates (including GLHEGC and GLELSI) is in Madison, Wisconsin, which includes the data processing center and operational staff offices for both guaranty and servicing functions. GLHEC and affiliates also maintain offices in St. Paul, Minnesota, Aberdeen, South Dakota, Rocky Hill, Connecticut and Boscobel and Eau Claire, Wisconsin and customer support staff located nationally. GLHEGC will provide a copy of GLHEC's most recent consolidated financial statements on receipt of a written request directed to 2401 International Lane, Madison, Wisconsin 53704, Attention: Chief Financial Officer.

The information in the following tables has been provided to the Corporation from reports provided by or to the U.S. Department of Education and has not been verified by the Corporation, GLHEGC or the underwriter. No representation is made by the Corporation, GLHEGC or the underwriter as to the accuracy or completeness of this information. Prospective investors may consult the U.S. Department of Education Data Books and Web sites http://www2.ed.gov/finaid/prof/resources/data/opeloanvol.html and http://www.fp.ed.gov/pubs.html for further information concerning GLHEGC or any other guaranty agency.

Guaranty Volume. GLHEGC's guaranty volume for each of the last five available federal fiscal years, including Stafford, Unsubsidized Stafford, SLS, PLUS, Graduate PLUS and Consolidation loan volume, was as follows:

Federal Fiscal Year	Guarantee Volume (Millions)
2008	$7,399.9
2009	7,010.8
2010	***
2011	***
2012	***

*** As of July 31, 2013, the U.S. Department of Education has not published the guaranty volume information for federal fiscal years 2010, 2011 and 2012.

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Reserve Ratio. Following are GLHEGC's reserve fund levels as calculated in accordance with 34 CFR 682.410(a)(10) for the last five federal fiscal years:

Federal Fiscal Year	Federal Guaranty Reserve Fund Level[(1)]
2008	0.76%
2009	0.77
2010	0.93
2011	0.96
2012	0.97

(1) In accordance with Section 428(c)(9) of the Higher Education Act, does not include loans transferred from the former Higher Education Assistance Foundation, Northstar Guarantee Inc., Ohio Student Aid Commission or Puerto Rico Higher Education Assistance Corporation. (The minimum reserve fund ratio under the Higher Education Act is .25%.)

The U.S. Department of Education's website at http://www.fp.ed.gov/pubs.html has posted reserve ratios for GLHEGC for federal fiscal years 2008, 2009, 2010, 2011 and 2012 of .613%, .610%, .744%, .744% and .726%, respectively. GLHEGC believes the Department of Education has not calculated the reserve ratio in accordance with the Act and the correct ratio should be 0.76%, 0.77%, 0.93%, 0.96% and 0.97%, respectively, as shown above and as explained in the above footnote. On November 17, 2006, the U.S. Department of Education advised GLHEGC that beginning in Federal Fiscal Year 2006 it will publish reserve ratios that include loan loss provision and deferred revenues. GLHEGC believes this change more closely approximates the statutory calculation. According to the U.S. Department of Education, available cash reserves may not always be an accurate barometer of a guarantor's financial health.

Claims Rate. For the past five federal fiscal years, GLHEGC's claims rate has not exceeded 5%, and, as a result, the highest allowable reinsurance has been paid on all GLHEGC's claims. The actual claims rates are as follows:

Fiscal Year	Claims Rate
2008	0.98%
2009	1.34
2010	2.05
2011	1.59
2012	1.96

As a result of various statutory and regulatory changes over the past several years, historical rates may not be an accurate indicator of current delinquency or default trends or future claims rates.

United Student Aid Funds, Inc.

United Student Aid Funds, Inc. ("USA Funds") was organized as a private, nonprofit corporation under the General Corporation Law of the State of Delaware in 1960. In accordance with its Certificate of Incorporation, USA Funds:

- Maintains facilities for the provision of guarantee services with respect to approved education loans made to or for the benefit of eligible students who are enrolled at or plan to attend approved educational institutions;
- Guarantees education loans made pursuant to certain loan programs under the Higher Education Act, as well as loans made under certain private loan programs; and
- Serves as the designated guarantor for education-loan programs under the Higher Education Act of 1965, as amended ("the Act") in Arizona, Hawaii and certain Pacific Islands, Indiana, Kansas, Maryland, Mississippi, Nevada and Wyoming.

USA Funds contracts with Sallie Mae, Inc., a wholly owned subsidiary of SLM Corporation. USA Funds also contracts with Student Assistance Corporation, a wholly owned subsidiary of SLM Corporation. SLM Corporation and its subsidiaries are not sponsored by nor are they agencies of the United States of America.

Effective December 13, 2004, USA Funds became the sole member of the Northwest Education Loan Association, a guarantor serving the states of Washington, Idaho and the Northwest.

For the purpose of providing loan guarantees under the Act, USA Funds has entered into various agreements (collectively, the "Federal Reinsurance Agreements") with the U.S. Secretary of Education (the "Secretary"). Pursuant to the Federal Reinsurance Agreements, USA Funds serves as a "guaranty agency" as defined in Section 435(j) of the Act. The Act allows the Secretary, after giving the guaranty agency notice and the opportunity for a hearing, to terminate the Federal Reinsurance Agreements if the Secretary determines that the administrative or financial condition of the guaranty agency jeopardizes the agency's continued ability to perform its responsibilities under its guaranty agreement, it is necessary to protect the federal financial interest, or to ensure the continued availability of loans to student- or parent-borrowers.

Reinsurance is paid to USA Funds by the Secretary in accordance with a formula based on the annual default rate of loans guaranteed by USA Funds under the Act and the disbursement date of loans. The rate of reinsurance ranges from 100 percent to 75 percent of USA Funds' losses on default-claim payments made to lenders. The Higher Education Amendments of 1998 (the "1998 Reauthorization Law") reduced the reinsurance coverage for loans in default made on or after Oct. 1, 1998, to a range from 95 percent to 75 percent based upon the annual default claims rate of the guaranty agency. Reinsurance on non-default claims remains at 100 percent.

The 1998 Reauthorization Law requires guaranty agencies to establish two (2) separate funds, a federal reserve fund (property of the United States) and an agency operating fund (property of the guaranty agency). The federal reserve fund is to be used to pay lender claims and to pay a default-aversion fee to the agency operating fund. The agency operating fund is to be used by the guaranty agency to pay its operating expenses.

On March 30, 2010, President Obama signed into law the Health Care and Education Reconciliation Act of 2010 (Public Law 111-152), which ended the origination and guarantee of new loans under the Federal Family Education Loan Program, effective for loans whose first disbursement was after June 30, 2010. As a result of the statute, USA Funds will continue to administer a portfolio of outstanding FFELP loans, but no longer may guarantee new federal student loans.

As of September 30, 2012, USA Funds held net assets on behalf of the federal reserve fund of approximately $235 million. Through September 30, 2012, the outstanding, unpaid, aggregate amount of principal and interest on loans that had been directly guaranteed by USA Funds under the Federal Family Education Loan Program was approximately $66.5 billion. As of September 30, 2012, USA Funds had

operating fund assets totaling slightly more than $1 billion, which includes the $235 million of net assets held on behalf of the Federal Reserve Fund.

USA Funds' "reserve ratio" complies with the U.S. Department of Education definition, which is determined by dividing the fund balance reserves, including non-cash allowance and other non-cash, in a guarantor's federal reserve fund, by the total amount of loans outstanding. Following this formula, the reserve ratio for the federal reserve fund administered by USA Funds for the last five fiscal years was as follows:

Fiscal Year	Reserve Ratio
2012	0.354%
2011	0.394
2010	0.400
2009	0.380
2008	0.330

USA Funds' "recovery rate," which provides a measure of the effectiveness of the collection efforts against defaulted borrowers after the guarantee claim has been satisfied, is determined by dividing the amount recovered from borrowers by USA Funds during the fiscal year by the aggregate amount of default claims paid by USA Funds outstanding at the end of the prior fiscal year. For the last five fiscal years, the "recovery rate" was as follows:

Fiscal Year	Recovery Rate
2012	31.82%
2011	32.17
2010	32.90
2009	36.19
2008	45.60

USA Funds' "loss rate" represents the percentage of claims purchased from lenders but not covered by reinsurance. For the last five fiscal years, the "loss rate" was as follows:

Fiscal Year	Loss Rate
2012	4.76%
2011	4.74
2010	4.70
2009	4.62
2008	4.26

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In addition, USA Funds' "claims rate" represents the percentage of federal reinsurance claims paid by the Secretary during any fiscal year, less amounts remitted to the Secretary for defaulted loans that are rehabilitated relative to USA Funds' existing portfolio of loans in repayment at the end of the prior fiscal year. For the last five fiscal years, the "claims rate" was as follows:

Fiscal Year	Claims Rate
2012	1.58%
2011	1.69
2010	1.69
2009	1.92
2008	2.07

USA Funds is headquartered in Fishers, Indiana. USA Funds will provide a copy of its most recent annual report upon receipt of a written request directed to its headquarters at P.O. Box 6028, Indianapolis, Indiana 46206-6028, Attention: Vice President, Corporate and Marketing Communications.

Other Guaranty Agencies

As described above, as of the Statistical Cut-Off Date, approximately 85% of the Eligible Loans are being guaranteed by either ECMC, GLHEGC or USA Funds. However, there are several other Guaranty Agencies that will guaranty the Eligible Loans held under the Indenture. See "CHARACTERISTICS OF THE ELIGIBLE LOANS" for a listing of the other Guaranty Agencies.

TRUSTEE

Manufacturers and Traders Trust Company (M&T Bank), a New York corporation, will serve as indenture trustee. The Indenture will be administered from M&T Bank's corporate trust office located at 213 Market Street, Harrisburg PA 17101. Its principal executive offices are at One M&T Plaza, Buffalo, New York 14202. The Corporation will issue the Notes pursuant to the Indenture by and between the Corporation and Manufacturers and Traders Trust Company, as indenture trustee and as the initial eligible lender trustee.

Established in 1856 as Manufacturers and Traders Bank, today the M&T Bank Corporation is one of the 20 largest US headquartered commercial bank holding companies, with current assets of $84.4 billion (as of September 30, 2013) and over 725 branches, free account access at more than 2,000 M&T Bank ATMs and more than 15,000 employees throughout New York, Maryland, Pennsylvania, Washington, D.C., Virginia, West Virginia, New Jersey, Florida, Delaware and Toronto, Canada.

Under the Indenture, Manufacturers and Traders Trust Company will act as Trustee for the benefit of and to protect the interests of the Noteholders and will act as paying agent for the notes. The Trustee will act on behalf of the Noteholders and represent their interests in the exercise of their rights under the Indenture. The indenture trustee's liability in connection with the issuance and sale of the Notes described in this offering memorandum is limited solely to the express obligations of the indenture trustee set forth in the Indenture. See "APPENDIX A—FORM OF THE INDENTURE" hereto for additional information regarding the responsibilities of the Trustee.

ELIGIBLE LENDER TRUSTEE

Manufacturers and Traders Trust Company is the initial Eligible Lender Trustee for the Corporation. The Eligible Lender Trustee holds, on behalf of the Corporation, legal title to all of the Eligible Loans. The Eligible Lender Trustee, on behalf of the Corporation, has entered into a separate

guarantee agreement with each of the Guaranty Agencies described in this Offering Memorandum with respect to the Eligible Loans. The Eligible Lender Trustee qualifies as an "eligible lender" and the holder of the Eligible Loans for all purposes under the Higher Education Act and the guarantee agreements.

The Eligible Lender Trustee may resign at any time by giving written notice to the Corporation. The Corporation may also remove the Eligible Lender Trustee at any time upon payment to the Eligible Lender Trustee of all moneys, fees and expenses then due it as eligible lender trustee. Such resignation or removal of the Eligible Lender Trustee and appointment of a successor Eligible Lender Trustee will become effective only when a successor accepts its appointment.

TAX MATTERS

The material under this caption "TAX MATTERS" concerning the tax consequences of ownership of the Notes, was written to support the marketing of the Notes, and each Owner should seek advice based on the Owner's particular circumstances from an independent tax advisor. This material was not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding penalties that may be imposed on the taxpayer.

Introduction

The following discussion summarizes the material United States federal income tax consequences generally applicable to the purchase, ownership and disposition of the Notes by the beneficial owners thereof ("Owners"). The discussion is limited to the tax consequences to the initial Owners of the Notes who purchase the Notes at the issue price within the meaning of Section 1273 of the Internal Revenue Code of 1986 (the "Code") and does not address the tax consequences to subsequent purchasers of the Notes. The discussion does not purport to be a complete analysis of all of the potential United States federal income tax consequences relating to the purchase, ownership and disposition of the Notes, nor does this discussion describe any federal estate or gift tax consequences. Furthermore, the discussion does not address all aspects of taxation that might be relevant to particular purchasers in light of their individual circumstances. For instance, the discussion does not address the alternative minimum tax provisions of the Code or special rules applicable to certain categories of purchasers including dealers in securities or foreign currencies, insurance companies, regulated investment companies, real estate mortgage investment conduits, financial institutions, tax-exempt entities, Owners whose functional currency is not the United States dollar and, except to the extent discussed below, Foreign Owners (as defined below). The discussion does not address the special rules applicable to purchasers who hold the Notes as part of a hedge, straddle, conversion, constructive ownership or constructive sale transaction or other risk reduction transaction. The discussion does not address foreign taxes.

The discussion is based on the provisions of the Code, the regulations of the Department of the Treasury, and administrative and judicial interpretations, all as in effect today and all of which are subject to change, possibly on a retroactive basis. The discussion assumes that the Notes are held as capital assets within the meaning of Section 1221 of the Code.

Tax Character of Notes

Ballard Spahr LLP will deliver its opinion, subject to the assumptions and qualifications set forth therein, that under the Internal Revenue Code as presently enacted and construed, that the Notes are indebtedness for federal tax purposes. This conclusion is based on the transaction documents, assuming compliance therewith, and the facts and circumstances of the transaction including the specific maturity date of the Notes and the revenue sources of the Corporation.

The Corporation and the registered owners will express in the Indenture their intent that for federal income tax purposes the Notes will be indebtedness of the Corporation secured by the Eligible Loans. The Corporation and the registered owners, by accepting the Notes, have agreed to treat the Notes as indebtedness of the Corporation for federal income tax purposes. The Corporation intends to treat this transaction as a financing reflecting the Notes as its indebtedness for tax and financial accounting purposes.

Tax Consequences to United States Owners

Interest on the Notes is taxable to a United States Owner as ordinary income at the time the interest accrues or is received in accordance with the United States Owner's method of accounting for United States federal income tax purposes. A "United States Owner" is an Owner of a Note that is, for United States federal income tax purposes: (1) a citizen or resident of the United States, (2) a corporation, partnership or other entity created or organized in or under the laws of the United States or of any political subdivision thereof, (3) an estate, the income of which is subject to United States federal income taxation regardless of its source, or (4) a trust, the administration of which is subject to the primary supervision of a court within the United States and which has one or more United States persons with authority to control all substantial decisions, or a trust that was in existence on August 20, 1996 and has elected to continue to be treated as a United States trust. If a partnership (or an entity taxable as a partnership) holds the Notes, the United States federal income tax treatment of a partner generally will depend upon the status of the partner and the activities of the partnership.

Original Issue Discount

Generally, pursuant to Treasury regulations issued under Sections 1271 through 1275 of the Code (the "Regulations"), a Note will be treated as issued with original issue discount if the excess of such Note's "stated redemption price at maturity" over its "issue price" (each as defined below) equals or exceeds a de minimis amount (generally 0.25% of the Note's stated redemption price at maturity multiplied by the number of years to its maturity, based on the anticipated weighted average life of the Note, calculated using the "prepayment assumption," if any, used in pricing the Note, and weighing each payment by reference to the number of full years elapsed from the Date of Issuance to the anticipated date of such payment). A Note's "stated redemption price at maturity" generally includes all payments on the Note other than payments of "qualified stated interest," and its "remaining stated redemption price at maturity" at any time is the sum of all future payments to be made on the Note other than payments of "qualified stated interest." The term "issue price" generally means the first price at which a substantial portion of the Notes is sold, excluding sales to placement agents, underwriters, brokers or wholesalers. In addition, under the Regulations:

(i) "qualified stated interest" includes stated interest that is "unconditionally payable" at least annually at a single fixed rate or, in the case of a variable rate debt instrument, at a "qualified floating rate;"

(ii) interest is "unconditionally payable" if reasonable legal remedies exist to compel timely payment or the debt instrument otherwise provides terms and conditions that make the likelihood of late payment (other than a late payment that occurs within a reasonable grace period) or nonpayment a remote contingency (within the meaning of § 1.1275-2(h) of the Regulations);

(iii) a contingency is remote if there is a remote likelihood that the contingency will occur. If there is a remote likelihood that the contingency will occur, it is assumed that the contingency will not occur. For this purpose, the issuer's determination that a contingency is

remote is binding on all holders, unless a holder explicitly discloses on a statement attached to the holder's timely filed federal income tax return for the taxable year that includes the acquisition date of the debt instrument that its determination is different from the issuer's determination; and

(iv) a variable rate is a "qualified floating rate" if variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the debt instrument is denominated. LIBOR is cited as an example of a qualified floating rate in the Regulations, and the Regulations further state that a qualified floating rate increased by a fixed amount is also a qualified floating rate.

The Corporation intends to take the position that stated interest on the Notes that is determined at a variable rate based on LIBOR will be qualified stated interest, because LIBOR-based rates constitute qualified floating rates under the Regulations. Qualified stated interest will be included in income in accordance with the holder's method of accounting. However, it is possible that the issue price (as defined above) of a Note could be less than its stated redemption price at maturity, such that the Notes would be issued with original issue discount with respect to which special federal income tax accounting rules are applicable.

Generally, any de minimis original issue discount on the Notes must be included in income as principal payments are received. The amount includible equals the product of the total de minimis original issue discount and a fraction, the numerator of which is the amount of the principal payment and the denominator of which is the stated principal amount of the applicable Note.

Generally, if the Notes are issued with original issue discount in excess of the de minimis amount, all the original issue discount on such Notes must be included in income as it accrues, before (and without regard to the timing of) receipt of the cash attributable to such income, and without regard to the holder's method of accounting, using a constant yield method. The amount of original issue discount includible in income is the sum of the daily portions of original issue discount with respect to a Note for each day during the taxable year or portion of the taxable year in which the holder holds the Note. Special provisions apply to the computation of original issue discount on debt instruments on which payments may be accelerated due to prepayments of other obligations securing those debt instruments. The legislative history of the original issue discount provisions indicates that such computations should be based on the prepayment assumptions used by the parties in pricing the transaction.

In the event that interest on a Note is deferred by reason of a shortfall in the Noteholders' Interest Distribution Amount for any Monthly Distribution Date, it appears that, under current law and interpretations thereof, such Note will be treated for federal income tax purposes as if it were retired and reissued with original issue discount. In such case, it appears that such Note will be treated at such time as a contingent payment debt instrument for purposes of the Regulations. Under the Regulations, a holder would be required to report interest income with respect to such Note pursuant to the non-contingent bond method, based on a projected payment schedule for the note. If the actual payments of interest on such Note deviated from the projected payments, such holder would be required to make appropriate adjustments in the amount of interest income reported. Holders should consult their tax advisors with respect to this issue.

Tax-Exempt Organizations

Income or gain from Notes held by a tax-exempt organization will be subject to the tax on unrelated business taxable income if the Notes are "debt-financed property" of the organization under Section 514(b) of the Code.

Sale, Exchange, Redemption or Retirement of the Notes

In general, upon the sale, exchange, redemption or retirement of a Note, a United States Owner will recognize capital gain or loss equal to the difference between the amount realized on such sale, exchange, redemption or retirement (not including any amount attributable to accrued but unpaid interest that the United States Owner has not already included in gross income) and such United States Owner's adjusted tax basis in the Note. Any amount attributable to accrued but unpaid interest that the Owner has not already included in gross income will be treated as a payment of interest. A United States Owner's adjusted tax basis in a Note generally will equal the cost of the note to such United States Owner, reduced by any principal payments received by such United States Owner and increased by any accrued but unpaid interest the United States Owner has included in taxable income.

Backup Withholding

Owners will be subject to "backup withholding" of Federal income tax in the event they fail to furnish a taxpayer identification number to the Paying Agent or there are other, related compliance failures.

Market Discount

A holder who acquires a Note in a secondary market transaction at a price below the principal amount may be subject to Federal income tax rules providing that accrued market discount will be subject to taxation as ordinary income on the sale or other disposition of a "market discount note". Dispositions subject to this rule include a redemption or retirement of a note. The market discount rules may also limit a holder's deduction for interest expense for debt that is incurred or continued to purchase or carry a note. A market discount note is defined generally as a debt obligation purchased subsequent to issuance, at a price that is less than the principal amount of the obligation, subject to a de minimis rule. The Code allows a taxpayer to compute the accrual of market discount by using a ratable accrual method or a constant interest rate method. Also, a taxpayer may elect to include the accrued discount in gross income each year while holding the note, as an alternative to including the total accrued discount in gross income at the time of a disposition.

Note Premium

A purchaser of a Note who purchases such at a cost greater than its then principal amount (or, in the case of a Note issued with original issue premium, at a price in excess of its adjusted issue price) will have amortizable Note premium. If the holder elects to amortize the premium under Section 171 of the Code (which election will apply to all Notes held by the holder on the first day of the taxable year to which the election applies, and to all Notes thereafter acquired by the holder), such a purchaser must amortize the premium using constant yield principles based on the purchaser's yield to maturity. Amortizable Note premium is generally treated as an offset to interest income, and a reduction in basis is required for amortizable Note premium that is applied to reduce interest payments. Purchasers of any Notes who acquire such Notes at a premium (or with acquisition premium) should consult with their own tax advisors with respect to the determination and treatment of such premium for federal income tax purposes and with respect to state and local tax consequences of owning such Notes.

Medicare Tax

A United States Owner that is an individual or estate, or a trust that does not fall into a special class of trusts that is exempt from such tax, is subject to a 3.8% tax on the lesser of (1) the United States Owner's "net investment income" for the relevant taxable year and (2) the excess of the United States

Owner's adjusted gross income (increased by certain amounts of excluded foreign income) for the taxable year over a certain threshold (which in the case of individuals will be between $125,000 and $250,000, depending on the individual's circumstances) (the "Medicare Tax"). A United States Owner's net investment income will generally include its interest income and net gain from the disposition of the Notes, unless such interest income and net gain is derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). Net investment income may, however, be reduced by properly allocable deductions to such income. United States Owners that are individuals, estates or trusts are urged to consult their tax advisors regarding the applicability of the Medicare Tax to their income and gains from the Notes.

Tax Consequences to Foreign Owners

Payments of interest on a Note to an Owner that is not a United States Owner (a "Foreign Owner") are generally not subject to United States federal income tax or withholding tax, provided that:

- the Foreign Owner is not actually or constructively a "10-percent shareholder" under Section 871(h) or 881(c)(3)(B) of the Code;
- the Foreign Owner is not, for United States federal income tax purposes, a controlled foreign corporation with respect to which the Corporation is a "related person" within the meaning of Section 881(c)(3)(C) of the Code;
- the Foreign Owner is not a bank receiving interest described in Section 881(c)(3)(A) of the Code;
- the certification requirements under Section 871(h) or 881(c) of the Code and regulations (summarized below) are met; and
- the Note interest is not effectively connected with the conduct by the Foreign Owner of a trade or business in the United States under Section 871(b) or Section 882 of the Code.

In order to obtain the exemption from income and withholding tax, either (1) the Foreign Owner must provide its name and address, and certify, under penalties of perjury on Internal Revenue Service Form W-8BEN, W-8IMY or W-8EXP, as applicable, to the Corporation or its paying agent, as the case may be, that such Owner is a Foreign Owner or (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business ("Financial Institution") and holds a note on behalf of the Foreign Owner must certify, under penalties of perjury, to the Corporation or its paying agent that such certificate has been received from the Owner by it or by any intermediary Financial Institution and must furnish the Corporation or its paying agent with a copy of the certificate. A certificate is effective only with respect to payments of interest made to the certifying Foreign Owner after issuance of the certificate in the calendar year of its issuance and the two immediately succeeding calendar years. A Foreign Owner who does not satisfy the exemption requirements is generally subject to United States withholding tax on payments of interest or accrual of original issue discount.

Interest on a Note that is effectively connected with the conduct of a United States trade or business by the Foreign Owner is generally subject to United States federal income tax in the same manner as with a United States Owner, except to the extent otherwise provided under an applicable tax treaty. Effectively connected interest income received by a corporate Foreign Owner may also, under certain circumstances, be subject to an additional branch profits tax. Effectively connected interest

income will not be subject to withholding tax if the Foreign Owner delivers a properly completed Internal Revenue Service Form W-8ECI to the Corporation or its paying agent.

Sale, Exchange, Redemption or Retirement of the Notes

In general, a Foreign Owner of a Note will not be subject to United States federal income or withholding tax on the receipt of payments of principal on a Note and will not be subject to United States federal income tax on any gain recognized on the sale, exchange, redemption, retirement or other taxable disposition of such Note unless:

- the Foreign Owner is a nonresident alien individual who is present in the United States for 183 or more days in the taxable year of disposition and certain other conditions are met under Section 871(a)(2) of the Code;

- the Foreign Owner is required to pay tax pursuant to the provisions of United States tax law applicable to certain United States expatriates; or

- the gain is effectively connected with the conduct of a United States trade or business by the Foreign Owner (or pursuant to an applicable tax treaty is attributable to a United States permanent establishment of the Foreign Owner).

Other Matters

Special rules not discussed in this summary may apply to certain Foreign Owners that are classified for federal income tax purposes as a "controlled foreign corporation," "passive foreign investment company," "expatriate," "foreign personal holding company," or a corporation that accumulates earnings to avoid United States federal income tax.

A complete copy of the proposed form of opinion of Note Counsel is set forth in APPENDIX B hereto.

LITIGATION AND EXAMINATION

Litigation There is no controversy or litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Notes, or in any way contesting or affecting the validity of the Notes or any proceedings of the Corporation taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Notes or the existence or powers of the Corporation.

In addition, there is no controversy, litigation, investigation or proceeding of any nature now pending or threatened against the Corporation that is expected to have a material impact on the ability of the Corporation to perform its duties and obligations under the Indenture or the Notes.

Examination The Corporation received a notification from the IRS that certain of the Corporation's tax exempt bonds in the Corporation's Series IV Indenture have been selected by the IRS for examination. See the caption "THE CORPORATION—IRS Examination" herein.

ERISA CONSIDERATIONS

The Notes may be purchased by an "employee benefit plan" (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA")) subject to Title I of ERISA, a "plan" covered by Section 4975 of the Code or an entity deemed to hold assets of either of the foregoing

(each, a "Plan") subject to certain limitations. Before acquiring any Note, a fiduciary of a Plan must determine that the acquisition of such Note is consistent with its fiduciary duties under ERISA and the terms of the applicable Plan documents and will not result in a nonexempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (a "Prohibited Transaction"). Additionally, employee benefit plans which are governmental plans (as defined in Section 3(32) of ERISA) and certain church plans (as defined in Section 3(33) of ERISA) are not subject to the fiduciary responsibility or prohibited transaction provisions of ERISA or the Code, but may be subject to similar restrictions under state, local or other laws ("Similar Law") and may be subject to Section 503 of the Code. Before acquiring any Note, a fiduciary or other person authorizing the purchase of a Note by any such governmental or church plan must determine that the acquisition of such note is consistent with all applicable law, including Similar Law.

By virtue of activities unrelated to the issuance and purchase of the Notes, under certain circumstances, the Corporation, the Underwriter and its affiliates may be considered to be, with respect to a Plan, "parties in interest," within the meaning of Section 3(14) of ERISA, or "disqualified persons," within the meaning of Section 4975(e)(2) of the Code (collectively, "Parties in Interest"). Thus, an acquisition of Notes by such a Plan may constitute a Prohibited Transaction. Additionally, under regulations of the Department of Labor (the "DOL"), set forth in 29 C.F.R. 2510.3-101, as modified by Section 3(42) of ERISA (the "Plan Asset Regulations"), if the Notes are treated as having substantial equity features, a Plan's purchasing of a Note could be treated as having acquired a direct interest in the Trust Estate securing the Notes, which could give rise to one or more Prohibited Transactions involving persons other than the Corporation, the Underwriter and its affiliates who may be considered Parties in Interest with respect to the Plan. It appears that all Notes will be treated as debt obligations without substantial equity features for purposes of the Plan Asset Regulations. Accordingly, a Plan that acquires a Note should not be treated as having acquired a direct interest in the assets of the Trust Estate. However, there can be no complete assurance that the Notes will be treated as debt obligations without substantial equity features for purposes of the Plan Asset Regulations. Therefore, a Plan fiduciary should consult its counsel prior to making such purchase.

Regardless of whether the Notes are treated as debt or equity for purposes of the Plan Asset Regulations, the DOL has issued a number of administrative exemptions that may exempt a Plan's purchase, holding and disposition of the Notes or an interest in the Notes where it might otherwise be a Prohibited Transaction. If a purchase of Notes would constitute a Prohibited Transaction, a Plan may not purchase such notes unless one of the following Prohibited Transaction class exemptions, as each may be amended (each a "PTCE") applies and the conditions thereof are satisfied: PTCE 96-23 (relating to transactions effectuated at the sole discretion of an "in house asset manager" (an "INHAM")); PTCE 95-60 (relating to transactions effectuated on behalf of an insurance company general account); PTCE 91-38 (relating to transactions involving bank collective investment funds); PTCE 90-1 (relating to transactions involving insurance company pooled separate accounts); or PTCE 84-14 (relating to transactions effectuated at the sole discretion of a "qualified professional asset manager" (a "QPAM")); or there is some other basis on which the purchase, holding and disposition of the Notes is not prohibited, such as the exemption under Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code, commonly referred to as the "Service Provider Exemption," for certain transactions with non-fiduciary service providers for transactions that are for adequate consideration. The availability of each of these PTCEs is subject to a number of important conditions which the Plan's fiduciary must consider in determining whether such exemptions apply. These administrative exemptions will not apply if the QPAM, INHAM, insurance company or bank directing the investment is the Corporation, the Underwriter or any of its affiliates. Therefore, a Plan fiduciary considering an investment in the Notes should consult with its counsel prior to making such purchase.

EACH INVESTOR IN THE NOTES (OR AN INTEREST THEREIN) WILL BE DEEMED TO HAVE REPRESENTED THAT EITHER (A) IT IS NOT (AND IS NOT USING THE ASSETS OF) A PLAN OR IT IS NOT A GOVERNMENTAL OR CHURCH PLAN THAT IS SUBJECT TO A SIMILAR LAW; OR (B) ITS PURCHASE, HOLDING AND DISPOSITION OF A NOTE (OR AN INTEREST THEREIN) WILL NOT RESULT IN A NONEXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF CODE OR A VIOLATION OF SIMILAR LAW.

LEGALITY

The Corporation will furnish to the Underwriter a complete transcript of proceedings relating to the authorization and issuance of the Notes, and based upon examination of such transcript of proceedings, the approving legal opinion of Ballard Spahr LLP, Salt Lake City, Utah, Note Counsel, to the effect that the Notes have been issued in compliance with the Indenture and are valid and legally binding nonrecourse obligations of the Corporation. The legal fee to be paid to Note Counsel for its services rendered in connection with the issuance of the Notes is contingent on the sale and delivery of the Notes. The Corporation has been represented in the authorization, sale and issuance of the Notes by its General Counsel. Certain legal matters will be passed upon for the Trustee by Buchanan Ingersoll & Rooney PC. Certain legal matters will be passed upon for the Underwriter by Kutak Rock LLP.

PLAN OF DISTRIBUTION

General

Subject to the terms and conditions to be set forth in a Note Purchase Agreement between the Corporation and the Underwriter (the "Note Purchase Agreement"), the Underwriter has agreed to purchase the Notes at a price equal to $441,373,864 (equal to the par amount of the Notes less net original issue discount of $5,426,136). After the initial offering, the prices of the Notes may change. The Underwriter intends to sell the Notes only to institutional investors.

Until the initial distribution of Notes is completed, the rules of the Securities and Exchange Commission may limit the ability of the Underwriter to bid for and purchase the Notes. As an exception to these rules, the Underwriter is permitted to engage in transactions that stabilize the price of the Notes. These transactions consist of bids of purchase for the purpose of pegging, fixing or maintaining the price of the Series A Notes or the Series B Notes.

Purchases of a security for the purpose of stabilization or to reduce a short position could cause the price of the security to be higher than it might be in the absence of those purchases.

Neither the Corporation nor the Underwriter makes any representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the prices of the Series A Notes or the Series B Notes. In addition, neither the Corporation nor the Underwriter makes any representation that the Underwriter will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

The Corporation has agreed to indemnify the Underwriter and under certain limited circumstances, the Underwriter will indemnify the Corporation, against certain civil liabilities, including liabilities under the Securities Act.

Conflicts of Interest

Morgan Stanley & Co. LLC, as the Underwriter and seller of the Refunded Bonds, is subject to various conflicts of interest related to the purchase and redemption of the Refunded Bonds and the Underwriting of the Notes, including as described below.

Morgan Stanley is anticipated to be the sole holder of all of the Refunded Bonds on the Date of Issuance of the Notes. At such time, the Corporation will use certain proceeds of the Notes to purchase all such Refunded Bonds from Morgan Stanley. See "PLAN OF FINANCING" herein. As a result, Morgan Stanley has a material economic interest in the successful outcome of the purchase and redemption of the Refunded Bonds on the Date of Issuance. See "RISK FACTORS—Risks related to Conflicts of Interest of the Underwriter and Seller of the Refunded Bonds" herein.

RATINGS

The Series A Notes are expected to receive a rating of "AAAsf (Rating Watch Negative)" and "AA+ (sf)," respectively, by Fitch and S&P, and the Series B Notes are expected to receive a rating of "Asf" by Fitch. The rating on the Series B Note will not address the payment of any Series B Carry-Over Amount. The delivery of the Notes is contingent upon receipt of such ratings. Commencing October 16, 2013, Fitch placed all existing issuances of "AAA" rated tranches of FFELP securitizations on Rating Watch Negative and noted that new issuances of "AAA" rated tranches of FFELP securitizations (such as the Series A Notes) are likely to carry Rating Watch Negative, reflecting Fitch's placement of the United States sovereign rating on Rating Watch Negative on October 15, 2013. An explanation of the significance of such ratings may be obtained from the Rating Agency assigning such ratings. The ratings of the Series A Notes by Fitch and S&P and the rating of the Series B Notes by Fitch reflect only the views of such organizations at the time such ratings were given, and the Corporation makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by Fitch or S&P, if in the judgment of Fitch or S&P, circumstances so warrant. Any such downward revision or withdrawal of the rating may have an adverse effect on the market price of the Notes, but does not constitute an Event of Default.

MISCELLANEOUS

All quotations from, and summaries and explanations of the State laws, the Higher Education Act, the Indenture and other agreements contained herein do not purport to be complete and reference is made to said laws, regulations, Indenture and agreements for full and complete statements of their provisions. The Appendices attached hereto are a part of this Offering Memorandum. Copies, in reasonable quantity, of the applicable State laws, the Indenture and other agreements may be inspected upon request directed to the Corporation at 6601 Center Drive West, Suite 650, Los Angeles, California 90045, Attn: President and CEO.

Any statements in this Offering Memorandum involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Offering Memorandum is not to be construed as a contract or agreement between the Corporation and purchasers or Holders of any of the Notes.

The delivery of this Offering Memorandum has been duly authorized by the Corporation.

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APPENDIX A

FORM OF THE INDENTURE

The following form of the Indenture has not been finalized and is subject to completion prior to the issuance of the Notes.

[See attached]

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INDENTURE OF TRUST

by and between

ACCESS TO LOANS FOR LEARNING STUDENT LOAN CORPORATION,

and

MANUFACTURERS AND TRADERS TRUST COMPANY
as Trustee and Eligible Lender Trustee

Dated as of December 1, 2013

Relating to

Student Loan Backed Notes Series 2013

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ARTICLE V FUNDS

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ARTICLE VII THE TRUSTEE

INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of December 1, 2013 (this "Indenture"), is by and between ACCESS TO LOANS FOR LEARNING STUDENT LOAN CORPORATION (the "Issuer"), a nonprofit public benefit corporation duly organized and existing under the laws of the State of California (the "State"), and MANUFACTURERS AND TRADERS TRUST COMPANY, a state banking corporation duly organized and operating under the laws of the state of New York, as trustee hereunder (together with its successors to such role, the "Trustee"), and MANUFACTURERS AND TRADERS TRUST COMPANY, as eligible lender trustee, (as provided herein) (together with its successors to such role, the "Eligible Lender Trustee") (all capitalized terms used in these preambles, recitals and granting clauses shall have the same meanings assigned thereto in Article I hereof).

W I T N E S S E T H:

WHEREAS, the Issuer represents that it is duly created as a nonprofit public benefit corporation under the laws of the State to acquire and finance and refinance the acquisition of student loans for post-secondary education, and that by proper action it has duly authorized the execution and delivery of this Indenture, which Indenture provides for the issuance and payment of student loan revenue notes (as defined herein, the "Notes"); and

WHEREAS, the Trustee has agreed to accept the trusts herein created upon the terms herein set forth; and

WHEREAS, all actions to be taken by the Trustee hereunder shall be subject to applicable law; and

WHEREAS, it is hereby agreed between the parties hereto and the Noteholders (the Noteholders evidencing their consent by their acceptance of the Notes) that in the performance of any of the agreements of the Issuer herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt or obligation of the Issuer, but shall be a special limited obligation secured by and payable solely from the Trust Estate, payable in such order of preference and priority as provided herein;

NOW, THEREFORE, the Issuer, and as applicable the Eligible Lender Trustee, in consideration of the premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Notes by the Noteholders thereof, of the acknowledgement by the Trustee of the Granting Clauses set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN AND DELIVER to the Trustee, for the benefit of the Noteholders and to secure the obligations of the Issuer hereunder all of the moneys, rights and properties described in the granting clauses A through E below (the "Trust Estate"), as follows:

GRANTING CLAUSE A

The Available Funds (other than moneys released from the lien of the Trust Estate as provided herein);

GRANTING CLAUSE B

All moneys and investments held in the Funds created under Section 5.1 hereof including all proceeds thereof and all income thereon;

GRANTING CLAUSE C

The Eligible Loans and all obligations of the obligors thereunder including all moneys accrued and paid thereunder and all guaranties and other rights relating to such Eligible Loans;

GRANTING CLAUSE D

The rights of the Issuer and/or the Eligible Lender Trustee, as applicable, in and to the Eligible Lender Trust Agreement, any Servicing Agreement, any Administration Agreement, and the Guarantee Agreements as the same relate to the Eligible Loans;

GRANTING CLAUSE E

All proceeds from any property described in these Granting Clauses and any and all other property, rights and interests of every kind or description that from time to time hereafter is granted, conveyed, pledged, transferred, assigned or delivered to the Trustee as additional security hereunder.

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, unto the Trustee and its successors or assigns;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit and security of all present and future Noteholders, without preference of any Note over any other, except as provided herein, and for enforcement of the payment of the Notes in accordance with their terms, and all other sums payable hereunder or on the Notes, and for the performance of and compliance with the obligations, covenants and conditions of this Indenture, as if all the Notes at any time Outstanding had been executed and delivered simultaneously with the execution and delivery of this Indenture;

PROVIDED, HOWEVER, that if the Issuer, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Notes and the interest due and to become due thereon, or provide fully for payment thereof as herein provided, at the times and in the manner mentioned in the Notes according to the true intent and meaning thereof, and shall make all required payments into the Funds as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee sums sufficient to pay or to provide for payment of the entire amount due and

to become so due as herein provided, then this Indenture (other than Sections 7.5 and 10.6 hereof) and the rights hereby granted shall cease, terminate and be void; otherwise, this Indenture shall be and remain in full force and effect;

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

ARTICLE I

DEFINITIONS AND USE OF PHRASES

Capitalized terms used herein and not otherwise defined shall have the meanings set forth below, as applicable, unless the context clearly requires otherwise:

"Acquisition Period" shall mean the period beginning on the Date of Issuance of the Notes and ending on the thirtieth (30th) calendar day thereafter.

"Adjusted Pool Balance" shall mean for any Monthly Distribution Date the sum of the Pool Balance as of the last day of the related Interest Accrual Period, plus the amount then on deposit in the Reserve Fund as of the last day of the related Interest Accrual Period.

"Administration Agreement" shall mean the Administration Agreement between the Issuer and a successor Administrator, if any, as the same may be amended and supplemented pursuant to the terms thereof and hereof.

"Administrator" shall mean the Issuer or any other Administrator or successor Administrator appointed by the Issuer upon delivering a Rating Notification, including an Affiliate of the Issuer.

"Administrator Fee" shall mean, for each calendar month, fees and expenses due to the Administrator, including Rating Agency Fees and including amounts required for monitoring the Trust Estate in accordance with Rating Agency guidelines, in satisfaction of the Administrator's compensation for duties performed under this Indenture, in an amount equal to 1/12th of 0.5% of the Pool Balance as of the last day of the previous calendar month plus 1/12th of $27,000. For the January 27, 2014 payment date, the Administrator Fee shall equal the sum of 0.50% of the Pool Balance as of December 31, 2013 and $27,000, multiplied by number of days elapsed from the Date of Issuance to December 31, 2013 (based on a 30-day month) divided by 360.

"Affiliate" shall mean, with respect to any specified Person, any other Person controlling or controlled by or under common control with such specified Person. For the purposes of this definition, "control" when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

"Authorized Denominations" shall mean minimum denominations of $100,000 and any integral multiple of $1,000 above $100,000.

"Authorized Representative" shall mean, (i) when used with reference to the Issuer, the Chairman of the Board of Directors, President, Vice President and Chief Financial Officer of the Issuer, or any other Person duly authorized to act on the Issuer's behalf, with notice to the Trustee and (ii) when used with reference to the Administrator,

any Person duly authorized to act on the Administrator's behalf with notice to the Trustee.

"Available Funds" shall mean, with respect to a Monthly Distribution Date, the sum of the following amounts received to the extent not previously distributed: (a) all funds then on deposit in the Loan Fund that are required under Section 5.2 hereof to be transferred into the Revenue Fund on the first Business Day following the end of the Acquisition Period; (b) all collections received by any Servicer on the Eligible Loans (including late fees received by any Servicer with respect to the Eligible Loans and payments from any Guaranty Agency received with respect to the Eligible Loans) but net of amounts required by the Higher Education Act to be paid to the Department (including, but not limited to, any Monthly Consolidation Rebate Fees and any Department SAP Rebate Interest Amounts to be deposited into the Department SAP Rebate Fund or paid directly to the Department) or to be repaid to borrowers (whether or not in the form of a principal reduction of the applicable Eligible Loan), with respect to the Eligible Loans; (c) any Interest Subsidy Payments and Special Allowance Payments received by the Trustee or the Eligible Lender Trustee with respect to Eligible Loans; (d) all Liquidation Proceeds from any Eligible Loans which became Liquidated Eligible Loans in accordance with the related Servicer's customary servicing procedures, and all other moneys collected with respect to any Liquidated Eligible Loan which was written off, net of the sum of any amounts expended by the Administrator or related Servicer in connection with such liquidation and any amounts required by law to be remitted to the obligor on such Liquidated Eligible Loan; (e) the aggregate Purchase Amounts received for Eligible Loans purchased by a Servicer pursuant to the related Servicing Agreement; (f) the aggregate amounts, if any, received from the Administrator or any Servicer, as the case may be, as reimbursement of non-guaranteed interest amounts, or lost Interest Subsidy Payments and Special Allowance Payments, with respect to the Eligible Loans pursuant to a Servicing Agreement; (g) other amounts received by a Servicer pursuant to its role as Servicer under the related Servicing Agreement, and payable to the Issuer in connection therewith; (h) all interest earned or gain realized from the investment of amounts in any Fund; and (i) any other amounts deposited to the Revenue Fund. "Available Funds" shall be determined pursuant to the terms of this definition by the Issuer (or the Administrator on its behalf) and reported to the Trustee. Amounts netted as described in clause (b) hereof shall be paid by the Trustee upon receipt of a Direction from the Issuer. The Trustee may conclusively rely on such determinations without further duty to review or examine such information.

"Basic Documents" shall mean this Indenture, each Servicing Agreement, the Eligible Lender Trust Agreement, the Guarantee Agreements, the Administration Agreement and other documents and certificates delivered in connection with any thereof.

"Business Day" shall mean (a) for purposes of calculating One-Month LIBOR, any day on which banks in New York, New York and London, England are open for the transaction of international business; and (b) for all other purposes, any day other than a Saturday, a Sunday, or any other day on which banks located in New York, New York, Harrisburg, Pennsylvania, or the city in which the Principal Office or Principal Corporate

Trust Office of the Trustee is located, are authorized or permitted by law, regulation or executive order to close.

"Certificate" shall mean a signed document either attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or setting forth matters to be determined pursuant to this Indenture.

"Certificate of Insurance" shall mean any Certificate evidencing that an Eligible Loan is Insured pursuant to a Contract of Insurance.

"Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

"Collection Period" shall mean, with respect to the first Monthly Distribution Date, the period beginning on the Date of Issuance (with collections on the Eligible Loans from the Date of Issuance for the Eligible Loans acquired as of that date) and ending on the last day of the calendar month preceding the first Monthly Distribution Date, and with respect to each subsequent Monthly Distribution Date, the Collection Period shall mean the calendar month immediately preceding such Monthly Distribution Date.

"Contract of Insurance" shall mean the contract of insurance between the Eligible Lender and the Secretary.

"Date of Issuance" shall mean December 18, 2013.

"Department" shall mean the United States Department of Education, an agency of the Federal government.

"Department SAP Rebate Fund" shall mean the Fund by that name created in Section 5.1 hereof and further described in Section 5.6 hereof, including any accounts and subaccounts created therein.

"Department SAP Rebate Interest Amount" shall mean, with respect to any date of determination, the greater of (a)(i) the amount of interest paid by borrowers on the Eligible Loans first disbursed on or after April 1, 2006 that exceeds the Special Allowance Payment support levels applicable to such Eligible Loans under the Higher Education Act since the prior Department SAP Rebate Payment Date less (ii) the amount of accrued Interest Subsidy Payments or Special Allowance Payments due to the Issuer or Eligible Lender Trustee since the prior Department SAP Rebate Payment Date and (b) $0.00.

"Department SAP Rebate Payment Date" shall mean the quarterly date that (i) the Department SAP Rebate Interest Amount is due and payable to the Department or (ii) the Department offsets the Department SAP Rebate Interest Amount from Interest Subsidy Payments or Special Allowance Payments due to the Eligible Lender Trustee.

"Determination Date" shall mean, with respect to any Monthly Distribution Date, the second Business Day preceding such Monthly Distribution Date.

"Direction" shall mean a written order signed in the name of the Issuer by an Authorized Representative.

"DTC" shall mean The Depository Trust Company.

"Eligible Lender Trust Agreement" shall mean the Eligible Lender Agreement, dated as of December 1, 2013, by and between the Issuer and the Eligible Lender Trustee, as the same may be amended and supplemented pursuant to the terms thereof and hereof, and any agreement entered into with a successor Eligible Lender Trustee.

"Eligible Lender" shall mean (i) the Eligible Lender Trustee and (ii) any "eligible lender," as defined in the Higher Education Act, and which has received an eligible lender number or other designation from the Secretary with respect to Eligible Loans made under the Higher Education Act.

"Eligible Lender Trustee" shall mean Manufacturers and Traders Trust Company, in its capacity as eligible lender trustee, or any successor eligible lender trustee designated pursuant to this Indenture.

"Eligible Loans" shall mean loans made pursuant to the Federal Family Education Loan Program created by Title IV of the Higher Education Act transferred to the Trustee and deposited in or accounted for in the Loan Fund during the Acquisition Period or otherwise constituting a part of the Trust Estate, but does not include loans released from the lien of this Indenture, to the extent permitted by this Indenture.

"Event of Bankruptcy" shall mean the Issuer shall have commenced a voluntary case or other proceeding seeking liquidation, reorganization or other relief with respect to itself or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its property, or shall have made a general assignment for the benefit of creditors, or shall have declared a moratorium with respect to its debts or shall have failed generally to pay its debts as they become due, or shall have taken any action to authorize any of the foregoing.

"Event of Default" shall have the meaning specified in Article VI hereof.

"Fiscal Year" shall mean the fiscal year of the Issuer (initially commencing July 1 of each year) as established from time to time.

"Fitch" shall mean Fitch, Inc. and its successors and assigns.

"Funds" shall mean each of the Funds created pursuant to Section 5.1 hereof.

"Guarantee" or "Guaranteed" shall mean, with respect to an Eligible Loan, the insurance or guarantee by a Guaranty Agency pursuant to such Guaranty Agency's

Guarantee Agreement of the maximum percentage of the principal of and accrued interest on such Eligible Loan allowed by the terms of the Higher Education Act with respect to such Eligible Loan at the time it was originated and the coverage of such Eligible Loan by the federal reimbursement contracts, providing, among other things, for reimbursement to such Guaranty Agency for payments made by it on defaulted Eligible Loans insured or guaranteed by such Guaranty Agency of at least the minimum reimbursement allowed by the Higher Education Act with respect to a particular Eligible Loan.

"Guarantee Agreements" shall mean a guaranty or lender agreement between the Trustee or the Eligible Lender Trustee and any Guaranty Agency, and any amendments thereto.

"Guaranty Agency" shall mean any entity authorized to guarantee student loans under the Higher Education Act and with which the Trustee or the Eligible Lender Trustee maintains a Guarantee Agreement.

"Higher Education Act" shall mean the Higher Education Act of 1965, as amended or supplemented from time to time, or any successor federal act and all regulations, directives, bulletins and guidelines promulgated from time to time thereunder.

"Indenture" shall mean this Indenture of Trust, including all supplements and amendments hereto.

"Independent" shall mean, when used with respect to any specified Person, that the Person (a) is in fact independent of the Issuer, any other obligor upon the Notes and any Affiliate of any of the foregoing Persons; (b) does not have any direct financial interest or any material indirect financial interest in the Issuer, any such other obligor or any Affiliate of any of the foregoing Persons; and (c) is not connected with the Issuer, any such other obligor or any Affiliate of any of the foregoing Persons as an officer, employee, promoter, underwriter, placement agent, trustee, partner, director or person performing similar functions.

"Index Maturity" shall mean for One-Month LIBOR, one month.

"Initial Pool Balance" shall mean the Pool Balance as of the end of the Acquisition Period.

"Insurance" or "Insured" or "Insuring" shall mean, with respect to an Eligible Loan, the insuring by the Secretary (as evidenced by a Certificate of Insurance or other document or certification issued under the provisions of the Higher Education Act) under the Higher Education Act of all or a portion of the principal of and accrued interest on such Eligible Loan.

"Interest Accrual Period" shall mean, initially, the period commencing on the Date of Issuance and ending on the day immediately preceding the first Monthly Distribution Date, and thereafter, with respect to each Monthly Distribution Date, the

period beginning on and including the immediately preceding Monthly Distribution Date and ending on the day immediately preceding such current Monthly Distribution Date.

"Interest Subsidy Payment" shall mean an interest payment on Eligible Loans received pursuant to the Higher Education Act and an agreement with the federal government, or any similar payments.

"Investment Securities" shall mean:

(a) direct obligations of, or obligations on which the timely payment of the principal of and interest on which are unconditionally and fully guaranteed by, the United States of America;

(b) interest-bearing time or demand deposits, certificates of deposit or other similar banking arrangements with a maturity of 12 months or less with any bank, trust company, national banking association or other depository institution, including those of the Trustee, provided that, at the time of deposit or purchase such depository institution has commercial paper which is rated "A-1+" by S&P and "F1+" by Fitch;

(c) [reserved];

(d) [reserved];

(e) bonds, debentures, notes or other evidences of indebtedness issued or guaranteed by any of the following agencies: Federal Farm Credit Banks; Federal Home Loan Mortgage Corporation; the Export-Import Bank of the United States; the Federal National Mortgage Association; Federal Home Loan Banks provided that, at the time of deposit or purchase, such obligation is rated "AAA" by S&P and "AAA" by Fitch; or any agency or instrumentality of the United States of America which shall be established for the purposes of acquiring the obligations of any of the foregoing or otherwise providing financing therefor;

(f) investment agreements or guaranteed investment contracts, which may be entered into by and among the Issuer and/or the Trustee and any bank, bank holding company, corporation or any other financial institution, including the Trustee and any of its Affiliates, whose outstanding (i) commercial paper, at the time of deposit or purchase, is rated "A-1+" by S&P and "F1+" by Fitch and whose unsecured long term debt is rated at least "AA-" by Fitch for agreements or contracts with a maturity of 12 months or less; (ii) unsecured long-term debt is, at the time of deposit or purchase, rated no lower than "AA" by S&P and at least "AA-" by Fitch and, if commercial paper is outstanding, commercial paper which is, at the time of deposit or purchase, rated "A-1+" by S&P and "F1+" by Fitch for agreements or contracts with a maturity of 24 months or less, but more than 12 months, or (iii) unsecured long-term debt which is, at the time of deposit or purchase, rated "AA" by S&P and "AA-" by Fitch and, if commercial paper is outstanding, commercial paper which is, at the time of deposit or purchase, rated "A-1+" by S&P and "F1+" by Fitch for agreements or contracts with a maturity of more than 24 months, or, in each case, by an insurance company whose claims paying ability is so rated. If any such provider fails to maintain the required ratings described above, the

Issuer shall direct the Trustee to give notice to each Rating Agency and the Issuer shall direct the Trustee to replace or otherwise terminate the investment within sixty (60) days;

(g) commercial paper, including that of the Trustee and any of its affiliates, which is, at the time of deposit or purchase, rated in the single highest classification, "A-1+" by S&P and "F1+" by Fitch, and which matures not more than 90 days after the date of purchase; and

(h) investments in a money market fund which is, at the time of deposit or purchase, rated at least "AAAm" or "AAAm-G" by S&P and "AAA/mmf" by Fitch, including funds for which the Trustee or an Affiliate thereof acts as investment advisor or provides other similar services for a fee.

"Issuer" shall mean Access to Loans for Learning Student Loan Corporation, a nonprofit public benefit corporation organized and existing under the laws of the State, and any successor thereto.

"LIBOR Determination Date" shall mean, for each Interest Accrual Period, the second Business Day before the beginning of that Interest Accrual Period.

"Liquidated Eligible Loan" shall mean any defaulted Eligible Loan liquidated by a Servicer (which shall not include any Eligible Loan on which payments are received from a Guaranty Agency) or which such Servicer has, after using all reasonable efforts to realize upon such Eligible Loan, determined to charge off.

"Liquidation Proceeds" shall mean, with respect to any Liquidated Eligible Loan which became a Liquidated Eligible Loan during the current Collection Period in accordance with a Servicer's customary servicing procedures, the moneys collected in respect of the liquidation thereof from whatever source, other than moneys collected with respect to any Liquidated Eligible Loan which was written off in prior Collection Periods, net of the sum of any amounts expended by such Servicer in connection with such liquidation and any amounts required by law to be remitted to the obligor on such Liquidated Eligible Loan.

"Loan Fund" shall mean the Fund by that name created in Section 5.1 hereof and further described in Section 5.2 hereof, including any additional accounts and subaccounts created therein.

"Master Promissory Note" shall mean a note (a) that evidences one or more loans made to finance post-secondary education and (b) that is in the form mandated by Section 432(m)(1) of the Higher Education Act, as added by Public Law No: 105–244 § 427, 112 Stat. 1702 (1998), as amended by Public Law No: 106–554 (enacted December 21, 2000) and as codified in 20 U.S.C. § 1082(m)(1).

"Maturity" when used with respect to any Note, shall mean the date on which the principal thereof becomes due and payable as therein or herein provided, whether at its Stated Maturity, by earlier prepayment or purchase, by declaration of acceleration, or otherwise.

"Monthly Consolidation Rebate Fee" means the monthly consolidation rebate fee payable to the Department on the Eligible Loans.

"Monthly Distribution Date" shall mean the twenty-fifth (25th) day of each calendar month or, if any such day is not a Business Day, the immediately succeeding Business Day, commencing on February 25, 2014.

"Monthly Distribution Date Certificate" shall have the meaning set forth in Section 4.14 hereof and shall be substantially in the form of Exhibit B-1 attached hereto.

"MPN Loan" shall mean a loan originated pursuant to the Federal Family Education Loan Program and the Higher Education Act and evidenced by a Master Promissory Note.

"Note Rate" shall mean the Series A Note Rate or the Series B Note Rate as applicable.

"Noteholders" or "Noteowner" or "Owner" or "Holder" shall mean the Person in whose name a Note is registered in the Note registration books of the Trustee and which initially shall be Cede & Co., as nominee of DTC.

"Notes" shall mean, collectively, the Series A Notes and the Series B Notes.

"One-Month LIBOR" shall mean, with respect to any Interest Accrual Period, the London interbank offered rate for deposits in U.S. dollars ("LIBOR") having the applicable Index Maturity as it appears on Reuters Screen LIBOR01 Page, or another page of this or any other financial reporting service in general use in the financial services industry, as of 11:00 a.m., London time, on the related LIBOR Determination Date as obtained by the Trustee from such source. If this rate does not appear on Reuters Screen LIBOR01 Page, or another page of this or any other financial reporting service in general use in the financial services industry, the rate for that day will be determined on the basis of the rates at which deposits in U.S. dollars, having the applicable Index Maturity and in a principal amount of not less than U.S. $1,000,000, are offered at approximately 11:00 a.m., London time, on that LIBOR Determination Date, to prime banks in the London interbank market by the Reference Banks. The Trustee will request the principal London office of each Reference Bank to provide a quotation of its rate. If the Reference Banks provide at least two quotations, the rate for that day will be the arithmetic mean of the quotations. If the Reference Banks provide fewer than two quotations, the rate for that day will be the arithmetic mean of the rates quoted by major banks in New York City, selected by the Trustee at approximately 11:00 a.m., New York City time, on that LIBOR Determination Date, for loans in U.S. dollars to leading European banks having the applicable Index Maturity and in a principal amount of not less than U.S. $1,000,000. If the banks selected as described above are not providing quotations, One Month LIBOR in effect for the applicable Interest Accrual Period will be One-Month LIBOR in effect for the previous Interest Accrual Period.

"Operating Fund" shall mean the Fund by that name created in Section 5.1 hereof and further described in Section 5.5 hereof.

"Opinion of Counsel" shall mean (a) with respect to the Administrator or the Issuer, one or more written opinions of counsel who may, except as otherwise expressly provided in this Indenture, be employees of or counsel to the Administrator or the Issuer or an Affiliate of the Issuer and who shall be reasonably satisfactory to the Trustee, and which opinion or opinions shall be addressed to the Trustee, as trustee, and shall be in form and substance satisfactory to the Trustee; (b) with respect to a Servicer, one or more written opinions of counsel who may be an employee of or counsel to a Servicer, which counsel shall be acceptable to the Trustee; and (c) with respect to the Trustee, one or more written opinions of counsel who may, except as otherwise expressly provided in this Indenture, be employees of or counsel to the Trustee, the Issuer, or an Affiliate of the Issuer and who shall be reasonably satisfactory to the Trustee.

"Outstanding" shall mean, when used in connection with any Note, a Note which has been executed and delivered pursuant to this Indenture which at such time remains unpaid as to principal or interest, excluding Notes which have been replaced pursuant to Section 2.7 or 2.8 hereof and excluding Notes for which provision for payment has been made pursuant to Section 9.2 hereof.

"Outstanding Amount" shall mean, as of any date of determination, the aggregate principal amount of all Notes (or any designated portion thereof where applicable) Outstanding at such date of determination.

"Participant" shall mean any direct or indirect participant in the book-entry system of a Securities Depository.

"Person" shall mean an individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization or government or agency, or political subdivision thereof.

"Pool Balance" shall mean as of any date the aggregate outstanding principal balance of Eligible Loans held hereunder (including accrued interest thereon to the extent such interest is expected to be capitalized).

"Principal Office" and "Principal Corporate Trust Office" shall mean the principal office or principal corporate trust office of the party indicated, as set forth in Section 10.1 hereof or elsewhere in this Indenture.

"Principal Distribution Amount" shall mean (i) for the first Monthly Distribution Date, the amount, if any, by which the sum of the Initial Pool Balance, any moneys transferred from the Loan Fund to the Revenue Fund at the end of the Acquisition Period and the initial amounts deposited into the Reserve Fund exceeds the Adjusted Pool Balance as of the last day of the related Interest Accrual Period, (ii) for each Monthly Distribution Date thereafter, the amount, if any, by which the Adjusted Pool Balance as of the last day of the related Interest Accrual Period for the preceding Monthly Distribution Date exceeds the Adjusted Pool Balance as of the last day of the related Interest Accrual Period for the current Monthly Distribution Date and (iii) after giving

effect to the amounts already defined above, on the date of any Stated Maturity, the amount necessary to reduce the aggregate principal balance of the related Notes to zero.

"Program" shall mean the Issuer's program for the origination and the purchase of Eligible Loans, as the same may be modified from time to time.

"Purchase Amount" with respect to any Eligible Loan shall mean the amount required to prepay in full such Eligible Loan under the terms thereof including all accrued interest thereon, it being acknowledged that any accrued and unpaid Interest Subsidy Payments or Special Allowance Payments will continue to be payable to the Trustee and constitute part of the Trust Estate.

"Rating" shall mean one of the rating categories of Fitch and S&P or any Rating Agency.

"Rating Agency" shall mean each of Fitch and S&P and their successors and assigns or any other rating agency requested by the Issuer to maintain a Rating on any of the Notes.

"Rating Agency Fee" shall mean the fees and expenses due to any Rating Agency.

"Rating Notification" shall mean, with respect to a Rating Agency as defined herein, that such Rating Agency shall have been given notice (the "Event Notice") of a proposed action, failure to act, or other event specified in the notice at least ten days prior to the occurrence of such event and that Fitch (but not S&P) shall not have issued any written notice during such ten-day period that the occurrence of such event will cause Fitch to downgrade any of the Ratings then applicable to the Notes or cause Fitch to suspend, withdraw or qualify the Ratings then applicable to the Notes; provided that such ten-day period shall be extended by up to twenty days if the Issuer has received notice that the proposed action, failure to act, or other event specified in the Event Notice is under review by Fitch and Fitch cannot complete its review during the ten-day period. Inaction by either Rating Agency following an Event Notice cannot be viewed as an approval of the requested action by the Rating Agency.

"Record Date" shall mean, with respect to a Monthly Distribution Date, the close of business or end of day, as applicable on the day preceding such Monthly Distribution Date.

"Reference Banks" shall mean, with respect to a determination of One-Month LIBOR for any Interest Accrual Period, four major banks in the London interbank market selected by the Issuer.

"Regulations" shall mean the rules and regulations promulgated from time to time by the Secretary or any Guaranty Agency guaranteeing Eligible Loans.

"Reserve Fund" shall mean the Fund by that name created in Section 5.1 hereof and further described in Section 5.4 hereof.

"Responsible Officer" shall mean, when used with respect to the Trustee, any officer within the corporate trust office of the Trustee, including any vice president, assistant vice president, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the Persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject, in each case having direct responsibility for the administration of this Indenture.

"Revenue Fund" shall mean the Fund by that name created in Section 5.1 hereof and further described in Section 5.3 hereof.

"S&P" shall mean Standard & Poor's Financial Services LLC and its successors and assigns.

"Secretary" shall mean the Secretary of the Department or any successor to the pertinent functions thereof under the Higher Education Act.

"Securities Depository" shall mean DTC and its successors and assigns, or if (i) the then Securities Depository resigns from its functions as depository of the Notes or (ii) the Issuer discontinues use of the Securities Depository, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Notes and which is selected by the Issuer.

"Series A Note Interest Shortfall" shall mean, with respect to any Monthly Distribution Date, the excess, if any, of (a) the Series A Noteholders' Interest Distribution Amount on the immediately preceding Monthly Distribution Date over (b) the amount of interest actually distributed to the holders of the Series A Notes on such preceding Monthly Distribution Date, plus interest on the amount of such excess interest due to the holders of the Series A Notes, to the extent permitted by law, at the Series A Note Rate from such immediately preceding Monthly Distribution Date to the current Monthly Distribution Date. The Series A Note Interest Shortfall shall be determined by the Trustee.

"Series A Note Rate" shall mean, for the initial Interest Accrual Period, 1.02065%, and for each Interest Accrual Period thereafter, the applicable One-Month LIBOR plus 0.80%, as determined by the Trustee.

"Series A Noteholders' Interest Distribution Amount" shall mean, with respect to any Monthly Distribution Date, the sum of (a) the amount of interest accrued at the Series A Note Rate for the related Interest Accrual Period on the Outstanding Amount of the Series A Notes immediately prior to such Monthly Distribution Date as based on the actual number of days in such Interest Accrual Period divided by 360 and rounding the resultant figure to the fifth decimal place, as determined by the Issuer; and (b) the Series A Note Interest Shortfall for such Monthly Distribution Date.

"Series A Notes" shall mean the $435,800,000 Student Loan Backed Notes, Series 2013-I Senior Series A (Taxable LIBOR Floating Rate Notes) issued by the Issuer pursuant to this Indenture, substantially in the form of Exhibit A hereto.

"Series B Carry-Over Amount" shall mean, with respect to any Interest Accrual Period, the amount, if any, by which the interest accrued at the Series B Note Rate for the related Interest Accrual Period on the Outstanding Amount of the Series B Notes immediately prior to such Monthly Distribution Date as based on the actual number of days in such Interest Accrual Period divided by 360 and rounding the resultant figure to the fifth decimal place, for such Interest Accrual Period exceeds the Series B Interest Cap, plus the Series B Carry-Over Amount from prior Interest Accrual Periods plus interest on the amount of that Series B Carry-Over Amount, to the extent permitted by law, at the Series B Note Rate from that preceding Monthly Distribution Date to the current Monthly Distribution Date. The Series B Carry-Over Amount shall be determined by the Trustee.

"Series B Interest Cap" shall mean, with respect to any Monthly Distribution Date, an amount equal to (a) the actual number of days in the current year (i.e., 365 or 366, as the case may be) divided by 360, multiplied by the difference between (i) the sum of all non-principal amounts accrued on the Eligible Loans during the related Collection Period, whether due from a borrower, a Guaranty Agency or the Department (including, without limitation, Special Allowance Payments and Interest Subsidy Payments), and (ii) amounts not attributable to principal that are payable to the Department that accrued during the related Collection Period (including, without limitation, Special Allowance Payments and consolidation rebate fees); less (b) the Trustee Fee, the Servicing Fees and the Administration Fees accrued during the related Collection Period and less (c) the Series A Noteholders' Interest Distribution Amount for such Monthly Distribution Date. The Series B Interest Cap may not be less than zero and does not apply on the first Monthly Distribution Date. The Series B Interest Cap shall be determined by the Issuer.

"Series B Notes" shall mean the $11,000,000 Student Loan Backed Notes, Series 2013-I Subordinate Series B (Taxable LIBOR Floating Rate Notes) issued by the Issuer pursuant to this Indenture, substantially in the form of Exhibit A hereto.

"Series B Noteholders' Interest Distribution Amount" shall mean, with respect to any Monthly Distribution Date, the sum of (a) the lesser of (i) the amount of interest accrued at the Series B Note Rate for the related Interest Accrual Period on the Outstanding Amount of the Series B Notes immediately prior to such Monthly Distribution Date as based on the actual number of days in such Interest Accrual Period divided by 360 and rounding the resultant figure to the fifth decimal place, as determined by the Issuer and (ii) the Series B Interest Cap for such Monthly Distribution Date; and (b) the Series B Note Interest Shortfall for such Monthly Distribution Date.

"Series B Note Interest Shortfall" shall mean, with respect to any Monthly Distribution Date, the excess, if any, of (a) the Series B Noteholders' Interest Distribution Amount on the immediately preceding Monthly Distribution Date over (b) the amount of interest actually distributed to the holders of the Series B Notes on such preceding Monthly Distribution Date, plus interest on the amount of such excess interest due to the holders of the Series B Notes, to the extent permitted by law, at the Series B Note Rate from such immediately preceding Monthly Distribution Date to the current Monthly Distribution Date. The Series B Carry-Over Amount shall not be characterized as a

Series B Note Interest Shortfall hereunder. The Series B Note Interest Shortfall shall be determined by the Trustee.

"Series B Note Rate" shall mean, for the initial Interest Accrual Period, 3.22065%, and for each Interest Accrual Period thereafter, the applicable One-Month LIBOR plus 3.00%, as determined by the Trustee.

"Series IV Bonds" shall mean the bonds issued under the Series IV Indenture.

"Series IV Indenture" shall mean the Trust Indenture between the Issuer and Access to Loans for Learning Student Credit Corporation and Manufacturers and Traders Trust Company, as successor trustee, dated as of May 1, 1998.

"Servicer" shall mean (a) Xerox Education Services, LLC (as successor to AFSA Data Corporation) (b) Great Lakes Education Loan Services, Inc., (c) Sallie Mae Servicing, a division of Sallie Mae, Inc., and (d) any other additional Servicer or successor Servicer selected by the Issuer, including an Affiliate of the Issuer, so long as the Issuer delivers a Rating Notification as to each such other Servicer. Any additional Servicer or successor Servicer shall either (i) be one of the Department's Title IV Additional Servicers or (ii) if such additional Servicer or successor Servicer is not one of the Department's Title IV Additional Servicers, shall have entered into a back-up servicing agreement with the Issuer and a back-up servicer who is one of the Department's Title IV Additional Servicers.

"Servicer's Report" shall mean the servicer reports to be furnished to the Issuer by a Servicer pursuant to its related Servicing Agreement.

"Servicing Agreement" shall mean, collectively or individually as the context may require, each Servicing Agreement among the Issuer, the Eligible Lender Trustee, Trustee and each Servicer, each as amended and supplemented pursuant to the terms thereof and hereof.

"Servicing Fee" shall mean the fees and expenses of the Servicer under the terms of its related Servicing Agreement as of the Date of Issuance, increased by no more than 3.0% annually. Servicing Fees paid under this Indenture shall be pro-rated for the January 27, 2014 payment date for the number of days elapsed from the Date of Issuance to December 31, 2013 (based on a 30-day month).

"Special Allowance Payments" shall mean the special allowance payments authorized to be made by the Secretary by Section 438 of the Higher Education Act, or similar allowances, if any, authorized from time to time by federal law or regulation.

"Specified Reserve Fund Balance" shall mean, with respect to the Date of Issuance, $1,125,276, and thereafter with respect to any Monthly Distribution Date, the greater of (a) 0.25% of the Pool Balance as of the end of the preceding Collection Period; or (b) $675,165. The Specified Reserve Fund Balance shall be calculated by the Issuer and certified to the Trustee, upon which certification the Trustee may conclusively rely with no duty to further examine or determine such information.

"State" shall mean the State of California.

"Stated Maturity" shall mean the respective Stated Maturity for each series of the Notes set forth in Section 2.5 hereof.

"Student Loan Acquisition Certificate" shall have the meaning give to such term in Section 5.2 hereof.

"Subadministrator" shall mean any entity appointed by the Issuer to perform all or a portion of the duties of the Administrator described in Section 4.19.

"Subordinate Administrator Fee" means, for each Monthly Distribution Date, fees and expenses due to the Administrator, in satisfaction of the Administrator's compensation for duties performed under the Indenture, in an amount equal to 1/12th of 0.02% of the outstanding Pool Balance as of the last day of the previous calendar month.

"Supplemental Indenture" shall mean an agreement supplemental hereto executed pursuant to Article VIII hereof.

"Trust Estate" shall mean the property described as such in the granting clauses hereto.

"Trustee" shall mean Manufacturers and Traders Trust Company, acting in its capacity as Trustee under this Indenture, or any successor trustee designated pursuant to this Indenture.

"Trustee Fee" shall mean fees due to the Trustee in satisfaction of the Trustee's and the Eligible Lender Trustee's compensation as Trustee and Eligible Lender Trustee under this Indenture, in an amount equal to 1/12th of $33,510, to be paid monthly in arrears. For the January 27, 2014 payment date, the Trustee Fee shall equal $33,510 multiplied by the number of days elapsed from the Date of Issuance to December 31, 2013 (based on a 30-day month) and divided by 360. Following the final payment of principal and interest on (but not Series B Carry-Over Amount) the Notes, the Trustee Fee shall equal $0.

ARTICLE II

NOTE DETAILS AND FORM OF NOTES

Section 2.1 Authorization for Indenture and Notes. This Indenture and the issuance of Notes hereunder have been duly authorized by the Issuer. The Issuer has ascertained and it is hereby determined and declared that the execution and delivery of this Indenture is necessary to carry out and effectuate the purposes of the Issuer and that each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Notes and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes of the Issuer.

Section 2.2 Nonrecourse Obligation of Issuer. The Notes are nonrecourse, not general, obligations of the Issuer payable solely from the Trust Estate, subject to the application thereof to the purposes and on the conditions permitted by this Indenture. The Issuer shall not be obligated to pay the Notes or the interest thereon or any other obligation incurred by the Issuer hereunder except from the property and income pledged hereunder, and no recourse shall be had for the payment of the principal thereof or interest thereon or any other obligation incurred by the Issuer hereunder against the Issuer or any member thereof or against the property or funds of the Issuer except to the extent of the property and income pledged expressly thereto.

Section 2.3 [Reserved.]

Section 2.4 Conditions Precedent to Delivery of Notes. The Notes shall be authenticated and delivered upon the order of the Issuer, but only upon the receipt by the Trustee of the following:

(1) a certified copy of this Indenture authorizing such Notes, executed by the Issuer, the Trustee and the Eligible Lender Trustee,

(2) a Direction as to the authentication and delivery of the Notes; and

(3) evidence of the receipt by the Trustee of the amount of the proceeds of such Notes to be deposited with the Trustee pursuant to Section 2.15 hereof which shall be conclusively established by an executed receipt of the Trustee so stating.

Section 2.5 Note Details. The Notes, together with the Trustee's certificate of authentication, shall be in substantially the form set forth in Exhibit A hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the officers executing the Notes, as evidenced by their execution of the Notes.

The definitive Notes shall be typewritten, printed, lithographed, engraved or otherwise produced, or produced by any combination of these methods, all as determined

by the Authorized Representatives executing such Notes, as evidenced by their execution of such Notes.

The Notes shall be issued as fully registered instruments in Authorized Denominations in the aggregate principal amounts set forth below, shall be dated the Date of Issuance, and shall mature, subject to prior payment of principal as provided herein, on the applicable Stated Maturity set forth below:

Series	**Stated Maturity**
A	February 25, 2041
B	January 26, 2043

The Series A Notes shall be substantially in the form set forth in Exhibit A hereto; shall be issued in the aggregate principal amount of $435,800,000, and shall bear interest at the Series A Note Rate. The Series B Notes shall be substantially in the form set forth in Exhibit A hereto, shall be issued in the aggregate principal amount of $11,000,000, and shall bear interest at the Series B Note Rate subject to the limitations imposed by the Series B Interest Cap as described herein. Except as otherwise specifically provided herein, references in this Indenture to principal and interest on the Notes do not include the Series B Carry-Over Amount.

Principal of and interest on the Notes and the Series B Carry-Over Amount shall be paid as provided in Section 2.13 hereof.

Notes are being issued for the purpose of permitting the Issuer to refinance Eligible Loans.

Section 2.6 Execution, Authentication and Delivery of Notes. The Notes shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of the President or Vice President or any other Authorized Representative of the Issuer, attested by the manual or facsimile signature of the Secretary or any Assistant Secretary, and shall be delivered to the Trustee for authentication. In case any one or more of the officers or employees who shall have signed or sealed any of the Notes shall cease to be such officer or employee before the Notes so signed and sealed shall have been actually delivered, such Notes may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Notes had not ceased to hold such office or be so employed. Any Note may be signed and sealed on behalf of the Issuer by such persons as at the actual time of the execution of such Note shall be duly authorized or hold the proper office in or employment by the Issuer, although at the date of the Notes such persons may not have been so authorized or have held such office or employment.

The Trustee shall upon receipt of a Direction, and upon compliance by the Issuer with the requirements of Section 2.4 hereof, authenticate and deliver Notes for original issue in the aggregate principal amounts set forth above.

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication in accordance with Section 2.9 hereof.

Section 2.7 Registration, Transfer and Exchange of Notes; Persons Treated as Noteholders. The Issuer shall cause books for the registration and for the transfer of the Notes as provided in this Indenture to be kept by the Trustee, which is hereby appointed the registrar and transfer agent of the Issuer for the Notes. Notwithstanding such appointment and with the prior written consent of the Issuer, the Trustee is hereby authorized to make any arrangements with other institutions which it deems necessary or desirable in order that such institutions may perform the duties of transfer agent for the Notes. Upon surrender for transfer of any Note at the Principal Corporate Trust Office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Noteholders or their attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same Series for a like aggregate principal amount.

Notes may be exchanged at the Principal Corporate Trust Office of the Trustee for a like aggregate principal amount of fully registered Notes of the same Series and Stated Maturity in Authorized Denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Notes which the Noteholders making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding. The execution by the Issuer of any fully registered Note of any Authorized Denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such fully registered Note.

As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any fully registered Note shall be made only to or upon the written order of the Noteholders thereof or their legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums paid.

The Trustee shall require the payment by any Noteholders requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. The applicant for any such transfer or exchange may be required to pay all taxes and governmental charges in connection with such transfer or exchange.

Section 2.8 Lost, Stolen, Destroyed and Mutilated Notes. Upon receipt by the Trustee of evidence satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note and, in the case of a lost, stolen or destroyed Note, of indemnity satisfactory to it, and upon surrender and cancellation of the Note, if mutilated, (a) the Issuer shall execute, and the Trustee shall authenticate and deliver, a replacement Note of the same denomination, Series and Stated Maturity in lieu of such lost, stolen, destroyed or mutilated Note or (b) if such lost, stolen, destroyed or mutilated Note shall have

matured or within 15 days shall be due and payable, in lieu of executing and delivering a new Note as aforesaid, the Issuer may pay such Note when due. Any such new Note shall bear a number not contemporaneously outstanding. The applicant for any such new Note may be required to pay all taxes and governmental charges and all expenses and charges of the Issuer and of the Trustee in connection with the issuance of such Note. All Notes shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes.

Section 2.9 Trustee's Authentication Certificate. The Trustee's authentication certificate upon any Notes shall be substantially in the form attached to the Notes. No Note shall be secured hereby or entitled to the benefit hereof, or shall be valid or obligatory for any purpose, unless a certificate of authentication, substantially in such form, has been duly executed by the Trustee; and such certificate of the Trustee upon any Note shall be conclusive evidence and the only competent evidence that such Note has been authenticated and delivered hereunder. The Trustee's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Notes issued hereunder.

Section 2.10 Cancellation and Destruction of Notes by the Trustee. Whenever any Outstanding Notes shall be delivered to the Trustee for the cancellation thereof pursuant to this Indenture, upon payment of the principal amount and interest represented thereby, or for replacement pursuant to Section 2.7 hereof, such Notes shall be promptly cancelled and discharged in accordance with its retention policy then in effect.

Section 2.11 Issuance of Notes. The Issuer shall have the authority, upon complying with the provisions of this Article, to issue and deliver the Notes which shall be secured by the Trust Estate.

Section 2.12 Notices to Securities Depository. Whenever a notice or other communication is required under this Indenture to be given to Noteholders, of the Notes unless and until certificated Notes shall have been issued to such Noteholders pursuant to Section 2.14 hereof, the Trustee shall give all such notices and communications specified herein to the Securities Depository.

Section 2.13 Payment of Principal and Interest; Redemption.

(a) Interest on each of the Series A Notes and Series B Notes shall accrue during each Interest Accrual Period at the applicable Note Rate, subject to the limitation imposed on the Series B Note Rate by the Series B Interest Cap, payable on each Monthly Distribution Date until the principal of such Note is paid or made available for payment, on the principal amount of such Note outstanding on the preceding Monthly Distribution Date or the Date of Issuance, in the case of the first Monthly Distribution Date (after giving effect to all payments of principal made on the preceding Monthly Distribution Date). Such interest and Series B Carry-Over Amount shall be payable on each Monthly Distribution Date as

specified in Section 5.3(b)(iii), 5.3(b)(v) and 5.3(b)(xi) hereof, subject to Section 4.1 hereof. Any installment of interest or principal, if any, and any Series B Carry-Over Amount, if any, payable on any Series A Note or Series B Note which is punctually paid or duly provided for by the Issuer on the applicable Monthly Distribution Date shall be paid to the Person in whose name such Note is registered on the Record Date by wire transfer as provided on the records of the Trustee on such Record Date, except that with respect to Notes for which the Noteholder does not provide wire transfer instructions at least five Business Days before the applicable Monthly Distribution Date, in which case the payment shall be made by check mailed first class, postage prepaid, to such Person's address as it appears on the records of the Trustee, and except for the final installment of principal payable with respect to such Note on a Monthly Distribution Date or on the Stated Maturity for such Note, which shall be payable as provided below. The amount of interest distributable to Noteholders of Series A Notes or Series B Notes for each $1,000 in principal amount will be calculated by applying the applicable interest rate for the Interest Accrual Period to the principal amount of $1,000, multiplying that product by the actual number of days in the Interest Accrual Period divided by 360, and rounding the resulting percentage figure to the fifth decimal point. Any Series A Note Interest Shortfall or Series B Note Interest Shortfall and any Series B Carry-Over Amount shall, to the extent lawful, bear interest as set forth in the respective definitions of such terms in Article I hereof and such interest shall be calculated as described above in the same manner as the related Note Rate. The Series A Noteholders' Interest Distribution Amount and the Series B Noteholders' Interest Distribution Amount is payable on each Monthly Distribution Date until Maturity or earlier payment of the Notes. To the extent that the Series B Noteholders' Interest Distribution Amount is less than the interest that would otherwise have accrued on the Series B Notes during the related Interest Accrual Period as a result of the application of the Series B Interest Cap, such amount (the Series B Carry-Over Amount) is payable in the priority specified in Section 5.3 or Section 6.2, as applicable. To the extent that there are not sufficient Available Funds for the payment of Series B Carry-Over Amount upon the Stated Maturity of the Series B Notes, such Series B Carry-Over Amount and the interest thereon shall be cancelled and shall not be paid thereafter. In no event shall the non-payment of the Series B Interest Distribution Amount be an Event of Default hereunder for so long as any Series A Notes remain Outstanding and failure to pay the Series B Carry-Over Amount is not an Event of Default hereunder.

(b) The principal of each Series A Note or Series B Note shall be payable in installments on each Monthly Distribution Date, in the amounts set forth in Section 5.3 hereof. Notwithstanding the foregoing, the entire unpaid principal amount of the Series A Notes and Series B Notes shall be due and payable, if not previously paid, on the respective Stated Maturity and on the date on which an Event of Default shall have occurred and be continuing and on which the Trustee or the Noteholders have declared the Series A Notes and Series B Notes to be immediately due and payable in the manner provided in Section 6.2 hereof. The Trustee shall notify each Noteholder of a Series A Note and Series B

Note, as applicable, on or prior to the close of business on the Record Date preceding the applicable Monthly Distribution Date on which the Issuer expects that the final installment of principal of and interest on such Series A Note or Series B Note will be paid. Such notice shall be mailed or transmitted by facsimile or electronic delivery prior to such final Monthly Distribution Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment. The Trustee (subject to any applicable procedures of DTC) shall select, on a pro rata basis, the Series A Notes and Series B Notes within each series, or portions of such Notes, to be paid on each Monthly Distribution Date, other than a Stated Maturity. At least two Business Days prior to each Monthly Distribution Date, the Trustee shall send notice to Noteholders of the principal amount to be paid to Noteholders selected by the Trustee in accordance with this Section.

(c) The Series A Notes and Series B Notes are subject to redemption in whole on any Monthly Distribution Date at the option of the Issuer once the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance. If the Issuer exercises its redemption option, the Issuer must deposit with the Trustee, for deposit to the Revenue Fund, an amount that, when combined with amounts on deposit in the Funds held under this Indenture, would be sufficient to: (i) reduce the outstanding principal amount of Series A Notes and Series B Notes on the applicable Monthly Distribution Date to zero; (ii) pay to the Noteholders of the Series A Notes and Series B Notes, the interest payable on the applicable Monthly Distribution Date, and the Series B Carry-Over Amount, if any; and (iii) pay any applicable unpaid Administrator Fee, Servicing Fees, Department SAP Rebate Interest Amount, Trustee Fees, and unpaid indemnities and expenses then due. If this redemption option is exercised, the Eligible Loans will be released to the Issuer free from the lien of the Indenture.

Section 2.14 Book-Entry Notes. All Notes shall be delivered initially in the form of a single certificated fully registered Note for each maturity or tranche of each series of the Notes; and upon such delivery, the ownership of each such Note shall be registered in the name of a Securities Depository or its nominee and, if so registered, shall thereafter be governed by this Section.

(a) With respect to any Notes registered in the name of the Securities Depository or its nominee, the Issuer and the Trustee shall have no responsibility or obligation to any person on behalf of which a Participant holds an interest in such Notes. Without limiting the immediately preceding sentence, the Issuer and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Securities Depository or any Participant, (ii) the accuracy of the records of the Securities Depository or any Participant with respect to any ownership interest in such Notes, (iii) the delivery to any Participant or any other person, other than an Owner of Notes, of any notice with respect to such Notes, including any notice of redemption, or (iv) the payment to any Participant or any other person, other than an Owner of Notes, of any amount

with respect to the principal of, premium, if any, interest on, or purchase price of such Notes. The Issuer and the Trustee may treat and consider the person in whose name each Note is registered in the registration books as the holder and absolute owner of such Note for the purpose of payment of principal, premium, if any, the purchase price and interest with respect to such Note, for the purpose of giving notices of redemption and other matters with respect to such Note, for the purpose of registering transfers with respect to such Note, and for all other purposes whatsoever. The Trustee shall distribute all principal or any purchase price of and premium, if any, and interest on the Notes only to or upon the order of the respective Owners, as shown in the registration books, as provided in Section 2.7 hereof, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal or redemption price or purchase price of and interest on such Notes to the extent of the sum or sums so paid. No person other than an Owner, as shown in the registration books, shall receive a certificated Note evidencing the obligation of the Issuer to make payments of principal, premium, purchase price and interest pursuant to this Indenture.

(b) The delivery to the Securities Depository of any letter of representation by the Issuer, the Trustee and any other applicable party shall not in any way limit the provisions of subsection (a) of this Section or in any other way impose upon the Issuer or the Trustee any obligation whatsoever with respect to persons having interests in the Notes other than the Owners, as shown on the registration books. The Trustee shall take all action necessary for all representations in any such representation letter with respect to the Trustee to at all times be complied with.

(c) The Securities Depository may determine to discontinue providing its services with respect to any series of Notes at any time by giving written notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law. The Issuer, without the consent of any person, may terminate the services of the Securities Depository with respect to any series of Notes, and shall do so if the Trustee ceases to be a Participant and is not replaced by a Trustee which is a Participant. Upon the discontinuance or termination of the services of the Securities Depository with respect to any series of Notes pursuant to the foregoing sentences, unless a substitute Securities Depository is appointed to undertake the functions of the predecessor Securities Depository hereunder, the Issuer is obligated to deliver certificated Notes to the beneficial owners of such Notes, as described herein, and such Notes shall no longer be restricted to being registered in the registration books in the name of the Securities Depository or its nominee, but may be registered in whatever name or names Owners transferring or exchanging Notes shall designate to the Trustee in writing, in accordance with the provisions of this Indenture.

(d) Notwithstanding any other provisions of this Indenture to the contrary, as long as any Note is registered in the name of the Securities

Depository or its nominee, all payments with respect to the principal or purchase price of and premium, if any, and interest on such Note and all notices with respect to such Note shall be made and given, respectively, in the manner agreed upon by the Trustee and the Securities Depository. Owners of Notes shall have no lien on or security interest in any rebate or refund paid by the Securities Depository to the Trustee which arises from the distribution by the Trustee of principal of or interest on any Notes in immediately available funds to the Securities Depository.

Section 2.15 Application of Note Proceeds. Upon the issuance of the Notes, the Trustee shall deposit proceeds of the Notes in the amount of $441,373,864 as follows: (i) the sum of $1,125,276 shall be deposited to the Reserve Fund; (ii) the sum of $440,248,588 shall be deposited to the Loan Fund and (iii) the sum of $-0- shall be deposited to the Revenue Fund.

ARTICLE III

PARITY AND PRIORITY OF LIEN AND OTHER OBLIGATIONS

Section 3.1 Parity and Priority of Lien. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Owners of any and all of the Notes, all of which, shall be of equal rank without preference, priority or distinction of any of the Notes over any other thereof, except as expressly provided in this Indenture with respect to certain payment and other priorities, including priority of payment of the Series A Notes before payment of the Series B Notes.

Section 3.2 Other Obligations. The Available Funds and other moneys, Eligible Loans, securities, evidences of indebtedness, interests, rights and properties pledged under this Indenture are and will be owned by the Issuer free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, of equal rank with or subordinate to the respective pledges created by this Indenture, except as otherwise expressly provided herein, and all action on the part of the Issuer to that end has been duly and validly taken. If any Eligible Loan is (i) found to have been subject to a lien at the time such Eligible Loan was pledged to the Trust Estate or (ii) ceases to be Guaranteed, the Issuer shall use reasonable efforts (subject to the availability of moneys or loans outside of this Indenture) to cause such lien to be released, to purchase such Eligible Loan from the Trust Estate for a purchase price equal to its principal amount and interest accrued thereon, if any, or to replace such Eligible Loan with another Eligible Loan with substantially identical characteristics which replacement Eligible Loan shall be free and clear of liens at the time of such replacement or shall cause such Guarantee to be reinstated, as applicable. Except as otherwise provided herein, the Issuer shall not create or voluntarily permit to be created any debt, lien or charge on the Eligible Loans which would be on a parity with, subordinate to, or prior to the lien of this Indenture; shall not do or omit to do or suffer to be done or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority of such lien for the Notes hereby secured might or could be lost or impaired; and will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence to or any equality with this Indenture as a lien or charge upon the Eligible Loans; provided, however, that nothing in this Section shall require the Issuer to pay, discharge or make provision for any such lien, charge, claim or demand so long as the validity thereof shall be by it in good faith contested, unless thereby the same will endanger the security for the Notes; and provided further that, except as provided herein, any subordinate lien on the Trust Estate (i.e., subordinate to the lien securing the Notes) shall be entitled to no payment from the Trust Estate (other than moneys released from the Trust Estate as provided herein, if any), nor may any remedy be exercised with respect to such subordinate lien against the Trust Estate until all Notes have been paid or deemed paid hereunder.

ARTICLE IV

PROVISIONS APPLICABLE TO THE NOTES; DUTIES OF THE ISSUER

Section 4.1 Payment of Principal and Interest. The Issuer covenants that it will promptly pay, but solely from the Trust Estate, the principal of and interest, if any, on each and every Note issued under the provisions of this Indenture at the places, on the dates and in the manner specified herein and in said Notes according to the true intent and meaning thereof. The Notes shall be and are hereby declared to be payable from and equally secured, except as specifically provided in this Indenture with respect to certain payment and other priorities, by an irrevocable first lien on and pledge of the properties constituting the Trust Estate, subject to the application thereof as permitted by this Indenture, but in no event shall the Noteholders have any right to possession or control of any Eligible Loans, which shall be held only by the Trustee or a custodian or bailee for the Trustee.

Section 4.2 Covenants as to Additional Conveyances. At any and all times, the Issuer will duly execute, acknowledge and deliver, or will cause to be done, executed and delivered, all and every such further acts, conveyances, transfers and assurances in law as the Trustee, at the direction of the Owners, shall reasonably require for the better conveying, transferring and pledging and confirming unto the Trustee, all and singular, the properties constituting the Trust Estate hereby transferred and pledged, or intended so to be transferred and pledged.

Section 4.3 Further Covenants of the Issuer.

(a) The Issuer will file or cause the Trustee to file financing statements and continuation statements with respect thereto at all times to be filed in the office of the Secretary of State of the State and any other jurisdiction necessary to perfect and maintain the security interest granted by the Issuer and the Eligible Lender Trustee hereunder. In furtherance thereof, the Issuer and the Eligible Lender Trustee hereby irrevocably authorize the Trustee to file any and all financing statements and amendments thereto as may be required or advisable in such form as is determined by the Trustee (a copy of which shall be delivered to the Eligible Lender Trustee prior to filing) in order to perfect or to continue the perfection of the security interest in the Trust Estate, in each case, on behalf of the Issuer and the Eligible Lender Trustee. Such financing statements and any amendments thereto may describe the Trust Estate as being of an equal or greater scope or with greater or lesser detail than as set forth in the definition of "Trust Estate" (the terms of which shall be binding on the Issuer and the Eligible Lender Trustee).

(b) The Issuer will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture and the other agreements to which the Issuer is a party pursuant to the transactions contemplated herein, including but not limited to the Basic Documents to which it is a party, the Guarantee

Agreements and the Certificates of Insurance, and will punctually perform all duties required by the laws of the State.

(c) The Issuer shall operate on the basis of its Fiscal Year.

(d) The Issuer shall cause to be kept full and proper books of records and accounts, in which full, true and proper entries will be made of all dealings, business and affairs of the Issuer which relate to the Notes.

(e) The Issuer, upon written request of the Trustee, will permit at all reasonable times the Trustee or its agents, accountants and attorneys, to examine and inspect the property, books of account, records, reports and other data relating to the Eligible Loans, and will furnish the Trustee such other information as it may reasonably request. The Trustee shall be under no duty to make any such examination unless requested in writing to do so by the Owners of a majority in Outstanding Amount of the Notes at the time Outstanding and unless such Owners shall have offered the Trustee security and indemnity satisfactory to it against any fees, costs, expenses and liabilities which might be incurred thereby.

(f) The Issuer shall cause an annual audit to be made by an independent auditing firm of national reputation and file one copy thereof with the Trustee, the Eligible Lender Trustee and each Rating Agency within 180 days after the close of each Fiscal Year. The Trustee and the Eligible Lender Trustee shall be under no obligation to review or otherwise analyze such audit.

(g) The Issuer covenants that all Eligible Loans upon receipt thereof shall be delivered to the Trustee or its agent or bailee to be held pursuant to this Indenture and pursuant to a Servicing Agreement.

(h) Notwithstanding anything to the contrary contained herein, except upon the occurrence and during the continuance of an Event of Default hereunder, the Issuer hereby expressly reserves and retains the privilege to receive and, subject to the terms and provisions of this Indenture, to keep or dispose of, claim, bring suits upon or otherwise exercise, enforce or realize upon its rights and interest in and to the Eligible Loans and the proceeds and collections therefrom, and neither the Trustee nor any Owner shall in any manner be or be deemed to be an indispensable party to the exercise of any such privilege, claim or suit, and the Trustee shall be under no obligation whatsoever to exercise any such privilege, claim or suit; provided, however, that the Trustee shall have and retain possession or control of the Eligible Loans pursuant to Section 5.2 hereof (which Eligible Loans may be held by the Trustee's agent or bailee) so long as such loans are subject to the lien of this Indenture.

Section 4.4 Enforcement of Servicing Agreements. The Issuer shall comply with and shall cause each Servicer to comply with the following whether or not the Issuer is otherwise in default under this Indenture:

(a) cause to be diligently enforced and taken all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and conditions of all Servicing Agreements, including the prompt payment of all amounts due the Issuer thereunder, including, without limitation, all principal and interest payments, and Guarantee payments which relate to any Eligible Loans and cause each Servicer to specify whether payments received by it represent principal or interest;

(b) not permit the release of the obligations of any Servicer under any Servicing Agreement except in conjunction with amendments or modifications permitted by paragraph (i) below;

(c) at all times, to the extent permitted by law, cause to be defended, enforced, preserved and protected the rights and privileges of the Issuer, the Trustee and the Owners under or with respect to each Servicing Agreement;

(d) at its own expense, the Issuer shall duly and punctually perform and observe each of its obligations to a Servicer under its related Servicing Agreement in accordance with the terms thereof;

(e) the Issuer agrees to give the Trustee, the Eligible Lender Trustee and each Rating Agency prompt written notice of each default on the part of the Servicer of its obligations under its related Servicing Agreement coming to the Issuer's attention;

(f) the Issuer shall not waive any default by a Servicer under its related Servicing Agreement without first receiving the approval of the Owners of at least (i) a majority of the collective Outstanding Amount of the Notes then Outstanding;

(g) If at any time any Servicer fails in any material respect to perform its obligations under its Servicing Agreement or under the Higher Education Act, including without limitation the failure of the Servicer to comply with the due diligence requirements of the Higher Education Act, or if any servicing audit shows any material deficiency in the servicing of Eligible Loans by any Servicer, within 90 days of becoming aware of such failure or deficiency or receiving notice thereof, the Administrator shall cure the failure to perform or the material deficiency or remove such Servicer and appoint another of the Issuer's established Servicers. If the established Servicers are unwilling or unable to serve as replacement Servicer, the Administrator shall appoint another Servicer satisfactory to the Eligible Lender Trustee, subject to delivering a Rating Notification to the Rating Agencies. Any replacement Servicer shall agree to cooperate with the Servicer being replaced during the period of Servicer conversion;

(h) the Issuer shall cause the Administrator and each Servicer to deliver to the Trustee, the Eligible Lender Trustee and the Issuer, on or before

September 30 of each year, beginning with September 30, 2014, a certificate stating that (i) a review of the activities of the Administrator and each Servicer during the preceding Fiscal Year and of its performance under its Administration Agreement or Servicing Agreement, as applicable, has been made under the supervision of the officer signing such certificate and (ii) to the best of such officers' knowledge, based on such review, the Administrator or such Servicer, as applicable, has fulfilled all its obligations throughout such year, or, there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and stature thereof. The Issuer shall send copies of such annual certificate of the Administrator and each Servicer to the Trustee, the Eligible Lender Trustee and the Rating Agencies; and

(i) the Issuer shall not consent or agree to or permit any amendment or modification of any Servicing Agreement which will in any manner materially adversely affect the rights or security of the Owners (within the opinion described in the next sentence); unless the Issuer has (x) delivered a Rating Notification or (y) received the approval of the Owners of at least a majority of the collective Outstanding Amount of the Notes then Outstanding. The Issuer and the Trustee shall be entitled to receive and conclusively rely upon an Opinion of Counsel that any such amendment or modification will not materially adversely affect the rights or security of the Owners.

The Trustee shall have no duty to monitor or supervise and shall not be responsible or liable for any action or omission of any Servicer under any Servicing Agreement or otherwise.

Section 4.5 Procedures for Transfer of Funds. In any instance where this Indenture requires a transfer of funds or money from one Fund to another, a transfer of ownership in investments or an undivided interest therein may be made in any manner agreeable to the Issuer and the Trustee, and in the calculation of the amount transferred, interest on the investment which has or will accrue before the date the money is needed in the fund to which the transfer is made shall not be taken into account or considered as money on hand at the time of such transfer.

Section 4.6 Additional Covenants with Respect to the Higher Education Act. The Issuer covenants that it will cause the Trustee to be, or replace the Trustee with, an Eligible Lender under the Higher Education Act, that it will acquire or cause to be acquired Eligible Loans originated and held only by an Eligible Lender and that it will not dispose of or deliver any Eligible Loans or any security interest in any such Eligible Loans to any party who is not an Eligible Lender so long as the Higher Education Act or Regulations adopted thereunder require an Eligible Lender to be the owner or holder of Guaranteed Eligible Loans; provided, however, that nothing above shall prevent the Issuer from delivering the Eligible Loans to a Servicer or a Guaranty Agency. The Owners of the Notes shall not in any circumstances be deemed to be the owner or holder of the Guaranteed Eligible Loans.

The Issuer shall be responsible for each of the following actions with respect to the Higher Education Act:

(a) Except where otherwise required by the Department or a Guaranty Agreement, the Issuer shall be responsible for dealing with the Secretary with respect to the rights, benefits and obligations, under the Certificates of Insurance, including but not limited to the payment of all of the fees owed with respect to the Eligible Loans, and the Issuer shall be responsible for dealing with the Guaranty Agencies with respect to the rights, benefits and obligations under the Guarantee Agreements with respect to the Eligible Loans;

(b) the Issuer shall cause to be diligently enforced, and shall cause to be taken all reasonable steps, actions and proceedings necessary or appropriate for the enforcement of all terms, covenants and conditions of all Eligible Loans and agreements in connection therewith, including the prompt payment of all principal and interest payments and all other amounts due thereunder;

(c) the Issuer has entered into the Servicing Agreements and shall cause the Eligible Loans to be serviced pursuant to the Servicing Agreements for the collection of payments made for, and the administration of the accounts of, the Eligible Loans;

(d) the Issuer shall comply, and shall cause all of its officers, directors, employees and agents to comply, with all applicable provisions of the Higher Education Act and any regulations or rulings thereunder, with respect to the Eligible Loans; and

(e) the Issuer shall take all actions within its power to cause all Available Funds, including the benefits of the Guarantee Agreements, the Interest Subsidy Payments and the Special Allowance Payments, to flow to the Trustee. The Trustee shall have no liability for actions taken at the Direction of the Issuer, except for negligence or willful misconduct in the performance of its express duties hereunder. The Trustee shall have no obligation to administer, service or collect the loans in the Trust Estate or to maintain or monitor the administration, servicing or collection of such loans and shall not be responsible or liable for any acts or omissions of the Issuer, the Administrator or any Servicer or any Guaranty Agency.

Section 4.7 Eligible Loans; Collections Thereof; Assignment Thereof. The Issuer, through one or more Servicers, shall diligently collect all principal and interest payments on all Eligible Loans, and all Interest Subsidy Payments, insurance, guarantee and default claims and Special Allowance Payments which relate to such Eligible Loans; provided, however, the Issuer may offer interest rate reductions and/or principal reductions with respect to the Eligible Loans which are consistent with the Issuer's borrower benefits program on the Date of Issuance. The Issuer will not permit the borrowers to be entitled to any additional borrower benefits beyond those that they are entitled to or could be entitled to under the borrower benefit program in effect as of the

Date of Issuance. The Issuer shall not offer any additional types of borrower incentive programs on the Eligible Loans. The Issuer shall cause the filing and assignment of such claims (prior to the timely filing deadline for such claims under the Regulations) by the appropriate Servicer. The Issuer will comply with the Higher Education Act and Regulations which apply to the Program and to such Eligible Loans. The Issuer will require the Servicers to remit to the Trustee all payments with respect to the Eligible Loans within two (2) Business Days after receipt thereof.

Section 4.8 Appointment of Agents, Direction to Trustee, Etc.. The Issuer shall employ and appoint all employees, agents, consultants and attorneys which it may consider necessary. No member of the board of directors or officer of the Issuer, either singly or collectively, shall be personally liable for any act or omission not willfully fraudulent or mala fide. The Issuer hereby authorizes and directs the Eligible Lender Trustee to enter into this Indenture, the Guaranty Agreements, and the Eligible Lender Trust Agreement.

The parties hereto recognize that the Servicers will receive and hold and be responsible for the safekeeping and preservation of each of the Eligible Loans made or purchased by the Issuer on behalf of the Trustee and that the Servicers are responsible for all servicing of the Eligible Loans. The Trustee shall have no duty to monitor or supervise and shall not be liable for any errors or omissions of any Servicer. The Trustee shall have no duty or responsibility or liability for the examination, safekeeping, preservation, collection, administration, or servicing of the Eligible Loans.

Section 4.9 Capacity to Sue. The Issuer shall have the power and capacity to sue and to be sued on matters arising out of or relating to the financing of the Eligible Loans.

Section 4.10 Continued Existence; Successor to Issuer. The Issuer agrees that it will do or cause to be done all things necessary to preserve and keep in full force and effect its existence, rights and franchises as a non-profit corporation, except as otherwise permitted by this Section. The Issuer further agrees that it will not (a) sell, transfer or otherwise dispose of all or substantially all, of its assets (except Eligible Loans if such sale, transfer or disposition will discharge this Indenture in accordance with Article IX hereof); (b) consolidate with or merge into another entity; or (c) permit one or more other entities to consolidate with or merge into it. The preceding restrictions in clauses (a), (b) and (c) above shall not apply to a transaction (i) if the transferee or the surviving or resulting entity, if other than the Issuer, by proper written instrument for the benefit of the Trustee, irrevocably and unconditionally assumes the obligation to perform and observe the agreements and obligations of the Issuer under this Indenture and (ii) the Issuer delivers a Rating Notification.

If a transfer is made as provided in this Section, the provisions of this Section shall continue in full force and effect and no further transfer shall be made except in compliance with the provisions of this Section.

Section 4.11 [Reserved.]

Section 4.12 Representations; Negative Covenants.

(a) The Issuer hereby makes the following representations and warranties to the Trustee on which the Trustee relies in authenticating the Notes and on which the Noteholders have relied in purchasing the Notes. Such representations and warranties shall survive the transfer and assignment of the Trust Estate to the Trustee.

(i) Organization and Good Standing. The Issuer is duly organized and validly existing under the laws of the State, and has the power to own its assets and to transact the business in which it presently engages.

(ii) Due Qualification. The Issuer is duly qualified to do business and is in good standing, and has obtained all material necessary licenses and approvals, in all jurisdictions where the failure to be so qualified, have such good standing or have such licenses or approvals would have a material adverse effect on the Issuer's business and operations or in which the actions as required by this Indenture require or will require such qualification.

(iii) Authorization. The Issuer has the power, authority and legal right to create and issue the Notes; to execute, deliver and perform this Indenture; and to grant the Trust Estate to the Trustee; furthermore, the creation and issuance of the Notes; execution, delivery and performance of this Indenture; and grant of the Trust Estate to the Trustee have been duly authorized by the Issuer by all necessary corporate action.

(iv) Binding Obligation. This Indenture, assuming due authorization, execution and delivery by the Trustee, and the Notes in the hands of the Noteholders thereof, constitute legal, valid and binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, except that (A) such enforcement may be subject to bankruptcy, insolvency, reorganization, moratorium or other similar laws (whether statutory, regulatory or decisional) now or hereafter in effect relating to creditors' rights generally and (B) the remedy of specific performance and injunctive and other forms of equitable relief may be subject to certain equitable defenses and to the discretion of the court before which any proceeding therefor may be brought, whether a proceeding at law or in equity.

(v) No Violation. The consummation of the transactions contemplated by this Indenture and the fulfillment of the terms hereof do not conflict with, result in any breach of any of the terms and provisions of or constitute (with or without notice, lapse of time or both) a default under the organizational documents of the Issuer, or any material indenture, agreement, mortgage, deed of trust or other instrument to which the Issuer is a party or by which it is bound, or result in the creation or imposition of any lien upon any of its material properties pursuant to the terms of any such indenture, agreement, mortgage, deed of trust or other instrument, other than this Indenture, nor violate

any law or any order, rule or regulation applicable to the Issuer of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Issuer or any of its properties.

(vi) No Proceedings. There are no proceedings, injunctions, writs, restraining orders or investigations to which the Issuer or any of its affiliates is a party pending, or, to the best of its knowledge, threatened, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality (A) asserting the invalidity of this Indenture, (B) seeking to prevent the issuance of any Notes or the consummation of any of the transactions contemplated by this Indenture or (C) seeking any determination or ruling that might materially and adversely affect the performance by the Issuer of its obligations under, or the validity or enforceability of this Indenture.

(vii) Approvals. All approvals, authorizations, consents, orders or other actions of any Person or of any court, governmental agency or body or official, required on the part of the Issuer in connection with the execution and delivery of this Indenture have been taken or obtained on or prior to the Date of Issuance.

(viii) Place of Business. The Issuer's place of business and chief executive office is located in Los Angeles, California, and the Issuer has had no other chief executive office.

(ix) Tax and Accounting Treatment. The Issuer is and intends to be treated as the beneficial owner of the Eligible Loans for all purposes other than nominal legal title of the Eligible Lender Trustee in the Eligible Loans. The Issuer further intends and agrees to treat the Notes as its indebtedness for federal income tax and financial accounting purposes. The issuer is an organization described in Section 150(d) of the Code. The Issuer and the Trustee, by entering into this Indenture, and each Noteholder, by its acceptance of a Note, agrees to treat the Notes as indebtedness for federal and state income tax purposes and further agrees not to take any action inconsistent with such treatment, unless required by law.

(x) Taxes. The Issuer has filed (or caused to be filed) all federal, state, county, local and foreign income, franchise and other tax returns required to be filed by it through the date hereof, and has paid all taxes reflected as due thereon. There is no pending dispute with any taxing authority that, if determined adversely to the Issuer, would result in the assertion by any taxing authority of any material tax deficiency, and the Issuer has no knowledge of a proposed liability for any tax year to be imposed upon such entity's properties or assets for which there is not an adequate reserve reflected in such entity's current financial statements; provided, however, the Issuer has received notice from the Internal Revenue Service that certain of its bonds are the subject of an examination by the Internal Revenue Service.

(xi) Compliance with Laws. The Issuer is in all material respects in compliance with all applicable laws and regulations with respect to the conduct of its business and has obtained and maintains all permits, licenses and other approvals as are necessary for the conduct of its operations relating to the Trust Estate.

(xii) Valid Business Reasons; No Fraudulent Transfers. The transactions contemplated by this Indenture are in the ordinary course of the Issuer's business, and the Issuer has valid business reasons for granting the Trust Estate pursuant to this Indenture. At the time of each such grant: (A) the Issuer granted the Trust Estate to the Trustee without any intent to hinder, delay or defraud any current or future creditor of the Issuer; (B) the Issuer was not insolvent and did not become insolvent as a result of any such grant; (C) the Issuer was not engaged and was not about to engage in any business or transaction for which any property remaining with the Issuer was an unreasonably small capital or for which the remaining assets of the Issuer are unreasonably small in relation to the business of the Issuer or the transaction; (D) the Issuer did not intend to incur, and did not believe or should not have reasonably believed, that it would incur, debts beyond its ability to pay as they become due; and (E) the consideration received by the Issuer for the grant of the Trust Estate was reasonably equivalent to the value of the related grant.

(xiii) Ability to Perform. There has been no material impairment in the ability of the Issuer to perform its obligations under this Indenture.

(xiv) Event of Default. No Event of Default has occurred and no event has occurred that, with the giving of notice, the passage of time, or both, would become an Event of Default.

(xv) Acquisition of Eligible Loans Legal. The Issuer has complied with all applicable federal, state and local laws and regulations in connection with its acquisition of the Eligible Loans.

(b) The Issuer will not:

(i) sell, transfer, exchange or otherwise dispose of any portion of the Trust Estate except as expressly permitted by this Indenture;

(ii) claim any credit on, or make any deduction from, the principal amount of any of the Notes by reason of the payment of any taxes levied or assessed upon any portion of the Trust Estate;

(iii) except as otherwise provided herein, dissolve or liquidate in whole or in part, except with the prior written consent of the Trustee and to the extent Notes remain Outstanding, the approval of all of the Owners;

(iv) permit the validity or effectiveness of this Indenture, any Supplemental Indenture or any grant hereunder to be impaired, or permit the lien

of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any covenants or obligations under this Indenture, except as may be expressly permitted hereby;

(v) except as otherwise provided herein, permit any lien, charge, security interest, mortgage or other encumbrance (other than the lien of this Indenture) to be created on or extend to or otherwise arise upon or burden the Trust Estate or any part thereof or any interest therein or the proceeds thereof;

(vi) permit the lien of this Indenture not to constitute a valid first priority, perfected security interest in the Trust Estate; or

(vii) consent to the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings of or relating to the Issuer or of or relating to all or substantially all of its property, or a decree or order of a court or agency or supervisory authority having jurisdiction in the premises for the appointment of a conservator or receiver or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities or similar proceedings, or for the winding-up or liquidation of its affairs, shall have been entered against the Issuer; or the Issuer shall not consent to the appointment of a receiver, conservator or liquidator in any insolvency, readjustment of debt, marshalling of assets and liabilities, voluntary liquidation or similar proceedings of or relating to the Issuer or of or relating to all or substantially all of its property; or admit in writing its inability to pay its debts generally as they become due, file a petition to take advantage of any applicable insolvency, bankruptcy or reorganization statute, make an assignment for the benefit of its creditors or voluntarily suspend payment of its obligations.

(c) The Issuer makes the following representations and warranties as to the Trust Estate, which is granted to the Trustee hereunder on such date, on which the Trustee relies in accepting the Trust Estate. Such representations and warranties shall survive the grant of the Trust Estate to the Trustee pursuant to this Indenture:

(i) Eligible Loans. Each student loan financed by the Issuer hereunder shall constitute an Eligible Loan.

(ii) Grant. It is the intention of the Issuer that the transfer herein contemplated constitutes a grant of a security interest in the Eligible Loans to the Trustee.

(iii) All Filings Made. All filings (including, without limitation, UCC filings) necessary in any jurisdiction to give the Trustee a first priority perfected ownership and security interest in the Trust Estate, including the Eligible Loans, have been made no later than the Date of Issuance and copies of the file-stamped financing statements shall be delivered to the Trustee within five Business Days of receipt by the Issuer or its agent from the appropriate secretary

of state. The Issuer has not caused, suffered or permitted any lien, pledges, offsets, defenses, claims, counterclaims, charges or security interest with respect to the Eligible Loans (other than the security interest created in favor of the Trustee and those to be released in connection with the release of the Issuer's Eligible Loans from the Series IV Indenture) to be created.

(iv) Transfer Not Subject to Bulk Transfer Act. Each grant of the Eligible Loans by the Issuer pursuant to this Indenture is not subject to the bulk transfer act or any similar statutory provisions in effect in any applicable jurisdiction.

(v) No Transfer Taxes Due. Each grant of the Eligible Loans (including all payments due or to become due thereunder) by the Issuer pursuant to this Indenture is not subject to and will not result in any tax, fee or governmental charge payable by the Issuer to any federal, state or local government.

Section 4.13 Providing of Notice. The Issuer, upon learning of any failure on its part to observe or perform in any material respect any covenant, representation or warranty of the Issuer set forth in this Indenture, shall promptly notify the Trustee, the appropriate Servicer and each Rating Agency of such failure.

Section 4.14 Certain Reports. Not later than four Business Days prior to the Determination Date preceding each Monthly Distribution Date, the Issuer will prepare a certificate in substantially the form of Exhibit B-1 hereto (the "Monthly Distribution Date Certificate") and forward such Issuer's Monthly Distribution Date Certificate to the Trustee, at which time the Trustee shall prepare, based on the information in the Monthly Distribution Date Certificate, a certificate in substantially the form of Exhibit B-2 hereto (the "Monthly Distribution Date Information Form"). The Trustee shall provide the Issuer with the Monthly Distribution Date Information Form once the Trustee shall complete such certificate, which shall be on or before the later of (x) two Business Days after the Trustee receives the Monthly Distribution Date Certificate from the Issuer and (y) two Business Days prior to the Determination Date. Upon receiving the completed Monthly Distribution Date Information Form from the Trustee, the Issuer shall post and provide electronic access to the Monthly Distribution Date Information Form on the Issuer's web site. The Trustee shall direct any Noteholder who requests a copy of the Monthly Distribution Date Information Form to the electronic form of Exhibit B-2 posted on the Issuer's web site. Absent manifest error, the Trustee may conclusively rely and accept the information described in the Monthly Distribution Date Certificate from the Issuer, with no further duty to know, determine or examine such reports.

Section 4.15 Statement as to Compliance. The Issuer will deliver to the Trustee and the Eligible Lender Trustee, within 120 days after the end of each Fiscal Year, a brief certificate from an Authorized Representative including (a) a current list of the Authorized Representatives, and (b) a statement indicating whether or not to the knowledge of the signers thereof the Issuer is in compliance with all conditions and covenants under this Indenture and, in the event of any noncompliance, specifying such

noncompliance and the nature and status thereof. For purposes of this Section, such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture. The Issuer shall provide a copy of such certificate to each of the Rating Agencies.

Section 4.16 Representations of the Issuer Regarding the Trustee's Security Interest. The Issuer hereby represents and warrants for the benefit of the Trustee, the Eligible Lender Trustee and the Owners as follows:

(a) This Indenture creates a valid and continuing security interest (as defined in the applicable Uniform Commercial Code in effect in the State) in the Eligible Loans in favor of the Trustee, which security interest is prior to all other liens, charges, security interests, mortgages or other encumbrances, and is enforceable as such as against creditors of and purchasers from the Issuer.

(b) Pursuant to the Higher Education Act, a security interest in student loans is perfected in the same manner as "accounts" within the meaning of the applicable UCC, which applicable UCC is the UCC as in effect in the State for the purposes of perfecting a security interest in the Eligible Loans.

(c) The Issuer (or the Eligible Lender Trustee on behalf of the Issuer) owns and has good and marketable title to the Eligible Loans free and clear of any lien, charge, security interest, mortgage or other encumbrance, claim or encumbrance of any Person, other than those granted pursuant to this Indenture.

(d) The Issuer will file, within ten days, all appropriate financing statements required to be filed after the Date of Issuance in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Eligible Loans granted to the Trustee hereunder.

(e) The Issuer has received a written acknowledgment from each Servicer (as custodian for the Trustee) that such Servicer is holding executed copies of the promissory notes and master promissory notes that constitute or evidence the Eligible Loans for which it is acting as Servicer, and that such Servicer is holding such solely on behalf and for the benefit of the Trustee.

(f) Other than the security interest granted to the Trustee pursuant to this Indenture and the security interest to be released upon payment of the Issuer's Series IV Bonds, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Eligible Loans. The Issuer has not authorized the filing of and is not aware of any financing statements against the Issuer that include a description of collateral covering the Eligible Loans other than any financing statement relating to the security interest granted to the Trustee hereunder or that has been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

Section 4.17 Further Covenants of the Issuer Regarding the Trustee's Security Interest. The Issuer hereby covenants for the benefit of the Trustee and the Owners as follows:

(a) The representations and warranties set forth in Section 4.16 hereof shall survive the termination of this Indenture.

(b) The Trustee shall not waive any of the representations and warranties set forth in Section 4.16 hereof.

(c) The Issuer shall take all steps necessary, and shall by written agreement provide that the Administrator, Subadministrator, if any, and each Servicer, if any, take all steps necessary and appropriate, to maintain the perfection and priority of the Trustee's security interest in the Eligible Loans.

Section 4.18 Statements to Noteholders. Two days preceding a Monthly Distribution Date, the Issuer shall provide to the Trustee (with a copy to the Rating Agencies) a report containing the information specified in Exhibit C hereto, with such additional information as the Issuer shall determine; the Trustee shall direct any Noteholder who requests a copy of such report to the electronic form of Exhibit C posted on the Issuer's website.

Section 4.19 Duties of Administrator; Replacement of Administrator. The Issuer shall cause the Administrator to prepare for execution by the Issuer or shall cause the preparation by other appropriate Persons of all such documents, reports, filings, instruments, certificates and opinions as it shall be the duty of the Issuer to prepare, file or deliver pursuant to the Indenture. In furtherance of the foregoing, the Issuer shall cause the Administrator to take the actions with respect to the following matters that it is the duty of the Issuer to take pursuant to this Indenture as set forth in Sections 4.2, 4.3, 4.4, 4.7, 4.14, 4.15, 4.17 and 7.18 hereof. In addition to the duties of the Administrator set forth above and in the other Basic Documents, the Issuer shall cause the Administrator to perform such calculations and to prepare for execution by the Issuer or the Eligible Lender Trustee or shall cause the preparation by appropriate Persons of all such documents, reports, filings, instruments, certificates, opinions and notices as it shall be the duty of the Issuer to prepare, file or deliver pursuant to the Basic Documents, and to take all appropriate action that it is the duty of the Issuer to take pursuant to the Basic Documents. The Issuer shall cause the Administrator to administer, perform or supervise the performance of such other activities in connection with the collateral (including the Basic Documents) as are not covered by any of the foregoing provisions and are reasonably within the capability of the Administrator. In addition, the Issuer shall cause the Administrator to monitor the Trust Estate, or cause the Trust Estate to be monitored, in accordance with current Rating Agency guidelines. So long as the Administrator is the Issuer, the Issuer shall perform or shall cause the Subadministrator to perform the foregoing duties. Notwithstanding the foregoing or anything else in this Indenture, the obligations of the Issuer for the payment of the Notes and other amounts owing hereunder, are solely the limited obligation of the Issuer and not an obligation of any nature of the Administrator. Upon the resignation or removal of the Administrator, the

Issuer shall appoint a successor. The Administrator may also contract for or employ a Subadministrator to perform any or all of the duties of the Administrator hereunder. Unless otherwise specified in this Indenture, if the Issuer is required to make a calculation under this Indenture and the information required to make such calculation is not readily available to the Issuer, the Issuer may use reasonable estimates in making such calculation based on historical calculations undertaken by the Issuer in the previous three (3) such calculations, if appropriate.

ARTICLE V

FUNDS

Section 5.1 Creation and Continuation of Funds. There are hereby created and established the following Funds to be held and maintained by the Trustee for the benefit of the Owners:

(a) Loan Fund;

(b) Revenue Fund;

(c) Operating Fund;

(d) Department SAP Rebate Fund; and

(e) Reserve Fund.

The Trustee is hereby authorized for the purpose of facilitating the administration of the Trust Estate and for the administration of any Notes issued hereunder to create further accounts or subaccounts in any of the various Funds established hereunder which are deemed necessary or desirable.

The Issuer shall retain the authority to institute, participate and join in any plan of reorganization, readjustment, merger or consolidation with respect to the issuer of any investments held hereunder, and, in general, to exercise each and every other power or right with respect to such investments as individuals generally have and enjoy with respect to their own assets and investments, including power to vote upon any matter relating to holders of such investments.

Section 5.2 Loan Fund. On the Date of Issuance, there shall be deposited to the Loan Fund the amount set forth in Section 2.15(a)(ii) hereof. Moneys on deposit in the Loan Fund shall be used to purchase certain Eligible Loans during the Acquisition Period, including by virtue of purchase of certain of the Issuer's Series IV Bonds (including a payment to the Issuer of part of the purchase price due to the sellers of such Series IV Bonds which such sellers have directed to be paid to the Issuer and which the Issuer covenants and agrees to use in furtherance of its student loan program), upon receipt by the Trustee of a certificate substantially in the form attached as Exhibit D hereto (a "Student Loan Acquisition Certificate") at a price of no greater than 100% of the outstanding principal balance of such Eligible Loans, plus accrued interest thereon. Any such certificate executed by the Issuer shall state that such proposed use of moneys in the Loan Fund is in compliance with the provisions of this Indenture. If any portion of such moneys are not so used at the end of the Acquisition Period, such funds shall be transferred on the first Business Day after the end of the Acquisition Period to the Revenue Fund for application in accordance with Section 5.3 hereof. The Trustee shall maintain the list of Eligible Loans pledged to it hereunder, initially comprised of the student loans listed in Schedule A to each Student Loan Acquisition Certificate delivered to it by the Issuer pursuant hereto.

Eligible Loans shall be held by the Trustee or a custodian as bailee for the Trustee (including a Servicer) and shall be pledged to the Trust Estate and held as a part of the Loan Fund.

While the Issuer will be the beneficial owner of the Eligible Loans, it is understood and agreed that the Eligible Lender Trustee will be the legal owner thereof and the Trustee will have a security interest in the Eligible Loans for and on behalf of the Owners. In the case of a single Eligible Loan evidenced by a separate note, each such note will be held in the name of the Eligible Lender Trustee for the account of the Issuer, for the benefit of the Owners. In the case of an Eligible Loan evidenced by a Master Promissory Note, the Issuer shall cause the holder of the original Master Promissory Note to indicate by book-entry on its books and records that the Issuer is the beneficial owner of the Eligible Loan, that the Eligible Lender Trustee is the legal owner thereof and that the Trustee has a security interest in the Eligible Loan as provided in this Indenture.

Except (i) as provided in this Section 5.2 and Section 5.8 hereof, (ii) for consolidation or serialization purposes, (iii) for transfers to a Guaranty Agency in connection with a default claim, or (iv) for transfers to a seller or Servicer pursuant to its repurchase obligation under the applicable loan purchase agreement or Servicing Agreement, Eligible Loans shall not be sold, transferred or otherwise disposed of by the Issuer while any of the Notes are Outstanding. The Issuer hereby certifies, upon which the Trustee may conclusively rely, that any Eligible Loan sold pursuant to this Indenture shall not be sold for a price less than the Purchase Amount of such Eligible Loan.

Section 5.3 Revenue Fund. (a) There shall be deposited into the Revenue Fund (i) on the Date of Issuance, the amount set forth in Section 2.15 hereof, (ii) upon receipt, all Available Funds (iii) all other moneys and investments derived from assets on deposit in and transfers from the Reserve Fund pursuant to Section 5.4 hereof and the Department SAP Rebate Fund pursuant to Section 5.6 hereof, (iv) amounts deposited pursuant to Section 2.13(c) hereof and (v) any other amounts deposited thereto upon receipt of deposit instructions from the Issuer.

(b) The Trustee shall apply amounts on deposit in the Revenue Fund to make the following payments in the following order of priority on January 27, 2014 (but only for payments described in (i) and (ii) below) and each Monthly Distribution Date (or other date specified below), solely as set forth in a certificate of the Issuer in substantially the form of Exhibit B-1 hereto provided to the Trustee not later than January 23, 2014 (in the case of payments to be made on January 27, 2014) or the Determination Date preceding such Monthly Distribution Date:

(i) FIRST, (A) to the Department SAP Rebate Fund the amount necessary to bring the balance of the Department SAP Rebate Fund to the Department SAP Rebate Interest Amount for such date and (B) the amount necessary shall be used on any date to pay the Department, when due, Monthly Consolidation Rebate Fees;

(ii) SECOND, on each Monthly Distribution Date, to the Operating Fund to pay the Administrator Fee, Servicing Fees, and the Trustee Fees to the extent then due (including any such fees remaining unpaid from prior Monthly Distribution Dates), as set forth in the Monthly Distribution Date Certificate or in a Direction of the Issuer;

(iii) THIRD, on each Monthly Distribution Date or other payment date for the Series A Notes, to the holders of the Series A Notes, the Series A Noteholders' Interest Distribution Amount due on such payment date;

(iv) FOURTH, on the Stated Maturity for the Series A Notes, to the holders of the Series A Notes, principal due on the Series A Notes on such date;

(v) FIFTH, on each Monthly Distribution Date or other payment date for the Series B Notes, to the holders of the Series B Notes, the Series B Noteholders' Interest Distribution Amount due on such payment date;

(vi) SIXTH, on the Stated Maturity for the Series B Notes, to the holders of the Series B Notes, principal due on the Series B Notes on such date;

(vii) SEVENTH, on each Monthly Distribution Date, to the Reserve Fund, amounts necessary to restore the Reserve Fund to the Specified Reserve Fund Balance;

(viii) EIGHTH, on each Monthly Distribution Date, to the holders of the Series A Notes and the Series B Notes, the Principal Distribution Amount; provided that the Principal Distribution Amount shall be paid first to the Series A Noteholders until the principal balance of the Series A Notes has been reduced to zero and then the Principal Distribution Amount shall be paid to the Series B Noteholders until the principal balance of the Series B Notes has been reduced to zero;

(ix) NINTH, on each Monthly Distribution Date, to the Operating Fund to pay the Subordinate Administrator Fee;

(x) TENTH, to the holders of the Series A Notes and the Series B Notes, in that order, any remaining amounts, in each case until the principal balance of the Series A Notes and the Series B Notes has been reduced to zero;

(xi) ELEVENTH, to the Series B Noteholders, any Series B Carry-Over Amount; and

(xii) TWELFTH, upon payment in full of the Notes and all other amounts due hereunder, all remaining amounts shall be paid to the Issuer.

(c) The Issuer shall notify the Rating Agencies, by forwarding a copy of Exhibit B-2 hereto, if the Available Funds received during the immediately preceding Collection Period are not sufficient to make the payments or deposits required pursuant to clauses (b)(i) through (vi) above, after any required transfer from the Reserve Fund.

(d) Notwithstanding the foregoing, amounts deposited in the Revenue Fund pursuant to Section 2.13(c) hereof shall be applied solely to redeem Notes and pay fees and expenses as provided in said Section.

Section 5.4 Reserve Fund. On the Date of Issuance, the Trustee shall deposit to the Reserve Fund the amount set forth in Section 2.15 hereof. Thereafter, the Trustee shall transfer to the Reserve Fund from the Revenue Fund all amounts designated for transfer thereto pursuant to Section 5.3(b)(vii) hereof.

(a) On each Monthly Distribution Date or other date required for payment, to the extent there are insufficient Available Funds in the Revenue Fund to make one or more of the transfers required by Section 5.3(b)(i) through 5.3(vi), then the Issuer shall instruct the Trustee in writing by delivery of the Monthly Distribution Date Certificate to withdraw from the Reserve Fund on such Monthly Distribution Date or other date, as the case may be, an amount equal to such deficiency and to deposit such amount in the Revenue Fund. Additionally, if on any Stated Maturity, and after giving effect to the distribution of the Available Funds on such Stated Maturity, the principal amount of the Series A Notes or the Series B Notes maturing on such date will not be reduced to zero, the Issuer shall instruct the Trustee in a Direction to withdraw from the Reserve Fund on such Stated Maturity an amount equal to the amount needed to reduce the principal of such Notes to zero and to deposit such amount in the Revenue Fund for application to payment of the Outstanding Amount of such Notes.

(b) After giving effect to subsection (a) of this Section, if the amount on deposit in the Reserve Fund on any Monthly Distribution Date is greater than the Specified Reserve Fund Balance for such Monthly Distribution Date, the Issuer shall instruct the Trustee in writing by delivery of the Monthly Distribution Date Certificate to withdraw from the Reserve Fund on such Monthly Distribution Date an amount equal to such excess and to deposit such amount in the Revenue Fund.

(c) On the final Monthly Distribution Date for the Series A Notes and the Series B Notes and following the payment in full of the Outstanding Amount of the Series A Notes and the Series B Notes and of all other amounts owing or to be distributed hereunder to Noteholders of the Series A Notes and the Series B Notes (including the Series B Carry-Over Amount), any amount remaining on deposit in the Reserve Fund shall be deposited to the Revenue Fund.

Anything in this Section to the contrary notwithstanding, if the market value of securities and cash in the Reserve Fund and the Revenue Fund is on any

Monthly Distribution Date sufficient to pay the remaining principal amount of and interest accrued on the Series A Notes and the Series B Notes, if any, such amount will be so applied on such Monthly Distribution Date and the Issuer shall instruct the Trustee in a Direction to make such payments and, to the extent sufficient amounts remain to pay any Series B Carry-Over Amount.

Section 5.5 Operating Fund. Amounts on deposit in the Operating Fund shall be disbursed by the Trustee to pay the Administrator Fees, Servicing Fees, and Trustee Fees in each case upon receipt of a Monthly Distribution Date Certificate or in a Direction from the Issuer.

Section 5.6 Department SAP Rebate Fund. On each Monthly Distribution Date, the Issuer shall instruct the Trustee to deposit into the Department SAP Rebate Fund from the Revenue Fund, pursuant to Section 5.3(b)(i) hereof, the amount necessary to bring the balance of the Department SAP Rebate Fund to the Department SAP Rebate Interest Amount for such date. Upon written instructions from the Issuer to the Trustee, the Trustee shall (a) pay to the Department an amount equal to the Department SAP Rebate Interest Amount due on each Department SAP Rebate Payment Date, first, from amounts on deposit in the Department SAP Rebate Fund and, second, from the Revenue Fund pursuant to Section 5.3(b) hereof, or (b) if the Department has deducted the Department SAP Rebate Interest Amount from Interest Subsidy Payments or Special Allowance Payments due to the Issuer (with respect to the Eligible Loans), transfer the amounts on deposit in the Department SAP Rebate Fund to the Revenue Fund.

Section 5.7 Investment of Funds Held by Trustee. The Trustee shall invest money held for the credit of any Fund held by the Trustee hereunder as provided in a Direction by an Authorized Representative, to the fullest extent practicable and reasonable, in Investment Securities which shall mature or be redeemed at the option of the holder, without penalty, prior to the respective dates when the money held for the credit of such Fund will be required for the purposes intended, but in no event later than the next Monthly Distribution Date. In the absence of any such Direction and to the extent practicable, the Trustee shall invest amounts held hereunder in those Investment Securities described in clause (h) of the definition of the Investment Securities. All such investments shall be held by (or by any custodian on behalf of) the Trustee for the benefit of the Issuer; provided that, on the Business Day preceding each Monthly Distribution Date, all interest and other investment income collected (net of losses and investment expenses) on funds on deposit in any Fund shall be deposited into the Revenue Fund and shall be deemed to constitute a portion of the Available Funds. The Trustee and the Issuer hereby agree that unless an Event of Default shall have occurred hereunder, the Issuer acting by and through an Authorized Representative shall be entitled to, and shall, provide Direction to the Trustee with regard to such investment.

The Investment Securities purchased shall be held by the Trustee and shall be deemed at all times to be part of the Fund from which such investments were made, and the Trustee shall provide the Issuer with a monthly report regarding all such investments. Upon Direction from an Authorized Representative, the Trustee shall sell, or present for redemption any Investment Securities purchased by it as an investment whenever it shall

be necessary to provide money to meet any payment from the applicable Fund. The Trustee shall advise the Issuer in writing (or electronically), on or before the fifteenth day of each calendar month (or such later date as reasonably consented to by the Issuer), of all investments held for the credit of each Fund in its custody under the provisions of this Indenture as of the end of the preceding month and the value thereof, and shall list any investments which were sold or liquidated for less than the par value thereof, plus accrued but unpaid interest at the time thereof.

Money in any Fund constituting a part of the Trust Estate may be pooled for the purpose of making investments and may be used to pay accrued interest on Investment Securities purchased. The Trustee and its Affiliates may act as principal or agent in the acquisition or disposition of any Investment Securities.

Notwithstanding the foregoing, the Trustee shall not be responsible or liable for any losses of either principal or interest on investments made by it hereunder or for keeping all funds held by it, fully invested at all times, its only responsibility being to comply with the investment instructions of the Issuer or its designee in a non-negligent manner.

The Issuer acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory agency grant the Issuer the right to receive brokerage confirmations of security transactions, the Issuer waives receipt of such confirmations.

Section 5.8 Release.

(a) The Trustee shall, upon Direction and subject to the provisions of this Indenture, take all actions reasonably necessary to effect the release of any Eligible Loans from the lien of this Indenture to the extent the terms hereof permit the sale, disposition or transfer of such Eligible Loans.

(b) Subject to the payment of its fees, expenses and indemnities pursuant to Sections 7.5 and 7.7 hereof, the Trustee may, and when required by the provisions of this Indenture shall, execute instruments to release property from the lien of this Indenture, or convey the Trustee's interest in the same, in a manner and under circumstances that are not inconsistent with the provisions of this Indenture. No party relying upon an instrument executed by the Trustee as provided in this Article shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any moneys.

(c) The Trustee shall, at such time as there are no Notes Outstanding and all sums due the Trustee pursuant to Sections 7.5 and 7.7 hereof and all amounts payable to the Administrator and each Servicer hereunder and the Eligible Lender Trustee hereunder and under the Eligible Lender Trust Agreement have been paid, and either (i) the Series B Carry-Over Amount has been paid or (ii) the Stated Maturity has occurred for each Series of Notes, release any

remaining portion of the Trust Estate that secured the Notes from the lien of this Indenture to the Issuer.

(d) Each Noteholder, by the acceptance of a Note, acknowledges that from time to time the Trustee shall release the lien of this Indenture on any Eligible Loan to be sold or transferred pursuant to Section 2.13(c) or Section 5.2 hereof, and each Noteholder, by the acceptance of a Note, consents to any such release.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.1 Events of Default Defined. For the purpose of this Indenture, the following events are hereby defined as, and are declared to be, "Events of Default":

(a) default in the due and punctual payment of any interest on any Note when the same becomes due and payable, and such default shall continue for a period of five (5) Business Days; provided, however, that a default in the payment of interest on the Series B Notes shall not be an Event of Default hereunder so long as the Series A Notes are Outstanding and there is no corresponding default in the payment of interest on the Series A Notes;

(b) default in the due and punctual payment of the principal of any Note when the same becomes due and payable on the respective Stated Maturity;

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Issuer to be kept, observed and performed contained in this Indenture or in the Notes, and continuation of such default for a period of 90 days after written notice thereof by the Trustee to the Issuer; and

(d) the occurrence of an Event of Bankruptcy.

The notice from the Trustee to the Issuer referenced in (c) above shall be deemed sufficiently given if sent by registered mail with postage prepaid to the Person to be notified, addressed to such Person at the post office address as shown in Section 10.1 hereof or such other address as may hereafter be given as the principal office of the Issuer in writing to a Responsible Officer of the Trustee by an Authorized Representative. The Trustee may give any such notice in its discretion and shall give such notice if requested to do so in writing by the Owners of at least a majority in the Outstanding Amount of the Notes at the time Outstanding. The Trustee shall notify the Owners of the Notes if any default under (c) above continues for more than 10 days after the Trustee has notice of such default.

Notwithstanding anything to the contrary contained herein, in no event shall there be an Event of Default as a result of there being insufficient Available Funds in the Revenue Fund to pay the principal on any Monthly Distribution Date (other than a Stated Maturity date) or to pay the Series B Carry-Over Amount.

Section 6.2 Remedy on Default; Possession of Trust Estate. Subject to Sections 6.8, 7.5 and 7.7 hereof, upon the happening and continuance of any Event of Default, (i) the Trustee (including by its attorneys or agents) may (except for an Event of Default under Section 6.1(c)), and shall at the written direction of the Owners representing not less than (a) a majority in the Outstanding Amount of the Outstanding Notes, in the case of an Event of Default described in Section 6.1(a) or 6.1(b) or (b) 100% of the Outstanding Amount of the Outstanding Series A Notes and Outstanding

Series B Notes in the case of an Event of Default described in Section 6.1(c), and (ii) the Trustee shall, in the case of an Event of Default described in Section 6.1(d), enter into and upon and take possession of such portion of the Trust Estate as shall be in the custody of others, and all property comprising the Trust Estate, and each and every part thereof, and exclude the Issuer and its agents, servants and employees wholly therefrom, and have, hold, use, operate, manage, and control the same and each and every part thereof, and in the name of the Issuer or otherwise, as they shall deem best, conduct the business thereof and exercise the privileges pertaining thereto and all the rights and powers of the Issuer and use all of the then existing Trust Estate for that purpose, and collect and receive all charges, income and Available Funds of the same and of every part thereof, and after deducting therefrom all expenses incurred hereunder and all other proper outlays herein authorized, and all payments which may be made as just and reasonable compensation for its own services, and for the services of its attorneys, agents, and assistants, and all other amounts owed to the Trustee hereunder, the Trustee shall apply the rest and residue of the money received by the Trustee as follows:

FIRST, to the Department, any Department SAP Rebate Interest Amount and Monthly Consolidation Rebate Fee due and owing thereto, and to any Guaranty Agency amounts due and owing to such Guaranty Agency;

SECOND, to the Trustee, any Trustee Fee due and owing;

THIRD, to the Administrator and the Servicers, any Administrator Fee and Servicing Fees as applicable due and remaining unpaid;

FOURTH, to the Series A Noteholders for amounts due and unpaid on such Notes for interest, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for such interest;

FIFTH, to the Series A Noteholders for amounts due and unpaid on such Notes for principal, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal;

SIXTH, to the Series B Noteholders for amounts due and unpaid on such Notes for interest (other than Series B Carry-Over Amount), ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for such interest;

SEVENTH, to the Series B Noteholders for amounts due and unpaid on such Notes for principal, ratably, without preference or priority of any kind, according to the amounts due and payable on such Notes for principal;

EIGHTH, to Administrator any Subordinate Administrator Fee due and owing;

NINTH, to the Series B Noteholders, the Series B Carry-Over Amount, ratably without preference or priority of any kind according to the amounts due and payable; and

TENTH, to the Issuer.

The Trustee may fix a record date and payment date for any payment to Owners pursuant to this Section. At least 15 days before such record date, the Trustee shall mail to each Owner and the Issuer a notice that states the record date, the payment date and the amount to be paid.

Section 6.3 Remedies on Default; Advice of Counsel. Upon the happening of any Event of Default, the Trustee may proceed to protect and enforce the rights of the Trustee and the Owners in such manner as counsel or any other agent for the Trustee may advise, whether for the specific performance of any covenant, condition, agreement or undertaking herein contained, or in aid of the execution of any power herein granted, or for the enforcement of such other appropriate legal or equitable remedies as, in the opinion of such counsel, may be more effectual to protect and enforce the rights aforesaid. The Trustee shall take any such action or actions if requested to do so in writing by the Owners of at least a majority of the Outstanding Amount of the Notes at the time Outstanding, subject to the indemnity and other rights of the Trustee under Section 7.5 hereof.

Section 6.4 Remedies on Default; Sale of Trust Estate. Upon the happening of any Event of Default and if the principal of all of the Outstanding Notes shall have been declared due and payable, then and in every such case, and irrespective of whether other remedies authorized shall have been pursued in whole or in part, the Trustee shall, at the direction of the Owners representing not less than a majority in aggregate Outstanding Amount of the Outstanding Series A Notes and a majority in aggregate Outstanding Amount of the Outstanding Series B Notes, shall, sell, with or without entry, to the highest bidder the Trust Estate, and all right, title, interest, claim and demand thereto and the right of redemption thereof, at any such place or places, and at such time or times and upon such notice and terms as may be required by law; provided that, the Trustee (a) may engage a third party with nationally recognized experience in the sale of student loan assets, such as the Trust Estate, to undertake such sale and (b) shall be entitled to indemnification in accordance with Section 7.5 hereof in connection with any actions taken under this Section 6.4. Upon such sale the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the Issuer and all Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money or to inquire as to the authorization, necessity, expediency or regularity of any such sale. The Trustee is hereby irrevocably appointed the true and lawful attorney-in-fact of the Issuer, in its name and stead, to make and execute all bills of sale, instruments of assignment and transfer and such other documents of transfer as may be necessary or advisable in connection with a sale of all or part of the Trust Estate, but the Issuer, if so requested by the Trustee or the Registered Owners representing not less than a majority in aggregate Outstanding Amount of the Notes, shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary, or in the judgment of the Trustee, proper for the purpose which may be designated in such request.

Notwithstanding the foregoing, the Trustee is prohibited from selling the Eligible Loans following an Event of Default, other than a default in the payment of any principal or interest on any Note, unless:

(a) The Owners of all of the Notes at the time Outstanding consent to such a sale;

(b) The proceeds of such a sale will be sufficient to discharge all the Outstanding Notes pursuant to Article IX hereof at the date of such a sale; or

(c) The Issuer determines that the collections on the Eligible Loans would not be sufficient on an ongoing basis to make all payments on such Notes as such payments would have become due if such Notes had not been declared due and payable, and the Trustee obtains the consent of the Owners of at least two-thirds in aggregate Outstanding Amount of the Series A Notes and two-thirds in aggregate Outstanding Amount of the Series B Notes at the time Outstanding.

Section 6.5 Appointment of Receiver. In case an Event of Default occurs, and if all of the Outstanding Notes shall have been declared due and payable and in case any judicial proceedings are commenced to enforce any right of the Trustee or of the Owners under this Indenture or otherwise, then as a matter of right, the Trustee shall be entitled to the appointment of a receiver of the Trust Estate and of the earnings, income or revenue, rents, issues and profits thereof with such powers as the court making such appointments may confer.

Section 6.6 Restoration of Position. In case the Trustee shall have proceeded to enforce any rights under this Indenture by sale or otherwise, and such proceedings shall have been discontinued, or shall have been determined adversely to the Trustee, then and in every such case to the extent not inconsistent with such adverse decree, the Issuer, the Trustee and the Owners shall be restored to their former respective positions and the rights hereunder in respect to the Trust Estate, and all rights, remedies and powers of the Trustee and of the Owners shall continue as though no such proceeding had been taken.

Section 6.7 Application of Sale Proceeds. The proceeds of any sale of the Trust Estate, together with any funds at the time held by the Trustee and not otherwise appropriated, shall be applied by the Trustee as set forth in Section 6.2 hereof, and then to the Issuer or whomsoever shall be lawfully entitled thereto.

Section 6.8 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then and in every such case the Trustee (i) may (except for an Event of Default under Section 6.1(c)), and shall (a) in the case of an Event of Default pursuant to Section 6.1(a) or 6.1(b), at the direction of the Owners of Notes representing not less than a majority in the Outstanding Amount of the Outstanding Notes, or (b) in the case of an Event of Default pursuant to Section 6.1(c), at the direction of the Owners of Notes representing not less than 100% in the Outstanding Amount of the Outstanding Series A Notes and Outstanding Series B Notes, and (ii) shall, in the case

of an Event of Default pursuant to Section 6.1(d), declare all the Outstanding Notes to be immediately due and payable (including all Series B Carry-Over Amount), by a notice in writing to the Issuer, and upon any such declaration the unpaid principal amount of such Outstanding Notes, together with accrued and unpaid interest thereon, and all Series B Carry-Over Amounts, through the date of acceleration, shall become immediately due and payable, subject, however, to Section 6.4 hereof.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Owners of Notes representing a majority in aggregate Outstanding Amount of the Notes then Outstanding, by written notice to the Issuer and the Trustee, may rescind and annul such declaration and its consequences if:

(a) the Issuer has paid or deposited with the Trustee a sum sufficient to pay:

(i) all payments of principal of and interest on all Notes and all other amounts that would then be due hereunder or upon such Notes (except the Series B Carry-Over Amount) if the Event of Default giving rise to such acceleration had not occurred; and

(ii) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, Eligible Lender Trustee, the Administrator, any Servicer and their agents and counsel hereunder and the Eligible Lender Trustee under the Eligible Lender Trust Agreement; and

(b) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 6.14 hereof.

No such rescission shall affect any subsequent default or impair any right consequent thereto.

Section 6.9 Remedies Not Exclusive. The remedies herein conferred upon or reserved to the Trustee or the Owners of Notes are not intended to be exclusive of any other remedy, but each remedy herein provided shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, and every power and remedy hereby given to the Trustee or to the Owners of Notes, or any supplement hereto, may be exercised from time to time as often as may be deemed expedient. No delay or omission of the Trustee or of any Owner of Notes to exercise any power or right arising from any default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or to be acquiescence therein.

Section 6.10 Collection of Indebtedness and Suits for Enforcement by Trustee. The Issuer covenants that if:

(a) default is made in the payment of any installment of interest, if any, on any Notes when such interest becomes due and payable and such default continues for a period of five (5) days; or

(b) default is made in the payment of the principal of (or premium, if any, on) the Notes at their Stated Maturity,

then the Issuer will, upon demand of the Trustee but solely from the Trust Estate, pay to the Trustee, for the benefit of the Owners, the whole amount then due and payable on such Notes for principal and interest, with interest upon any overdue principal and, to the extent that payment of such interest shall be legally enforceable, upon any overdue installments of interest, if any, at the rate or rates borne by or provided for in such Notes, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, fees, expenses, disbursements and advances of the Trustee and its agents and counsel.

Subject to the provisions of Sections 2.2 and 10.6 hereof, if the Issuer fails to pay such amounts forthwith upon such demand, the Trustee, in its own name and as trustee of an express trust, may upon receiving from the Owners indemnification satisfactory to the Trustee, institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree, and may enforce the same against the Trust Estate and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the Trust Estate, wherever situated.

Section 6.11 Direction of Trustee. Upon the happening of any Event of Default, the Owners of at least a majority of the aggregate Outstanding Amount of the Notes then Outstanding, shall have the right by an instrument or instruments in writing delivered to the Trustee to direct and control the Trustee as to the method of taking any and all proceedings for any sale of any or all of the Trust Estate, or for the appointment of a receiver, if permitted by law, and may at any time cause any proceedings authorized by the terms hereof to be so taken or to be discontinued or delayed. The provisions of this Section shall be expressly subject to the provisions of Sections 7.1(c), 7.5 and 7.7 hereof.

Section 6.12 Right to Enforce in Trustee. No Owner of any Note shall have any right as such Owner to institute any suit, action or proceedings for the enforcement of the provisions of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder, all rights of action hereunder being vested exclusively in the Trustee, unless and until such Owner shall have previously given to a Responsible Officer of the Trustee written notice of a default hereunder, and of the continuance thereof, and also unless the Owners of the requisite principal amount of the Notes then Outstanding shall have made written request upon a Responsible Officer of the Trustee and the Trustee shall have been afforded reasonable opportunity to institute such action, suit or proceeding in its own name, and unless the Trustee shall have been offered indemnity and security satisfactory to it against the fees, costs, expenses and liabilities (including those of its counsel and agents) to be incurred therein or thereby, which offer of indemnity shall be an express condition precedent hereunder to any obligation of the Trustee to take any such action hereunder, and the

Trustee for 30 days after receipt of such notification, request and offer of indemnity, shall have failed to institute any such action, suit or proceeding. It is understood and intended that no one or more Owners of the Notes shall have the right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this Indenture or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Owners of the Notes then Outstanding.

Section 6.13 Physical Possession of Notes Not Required. In any suit or action by the Trustee arising under this Indenture or on all or any of the Notes issued hereunder, or any supplement hereto, the Trustee shall not be required to produce such Notes, but shall be entitled in all things to maintain such suit or action without their production.

Section 6.14 Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of Notes upon the written request of the Owners of at least a majority of the collective Outstanding Amount of the Notes then Outstanding; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of or premium on any Outstanding Notes at the date of maturity thereof, or any default in the payment when due of the interest on any such Notes, unless prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal and all expenses of the Trustee, in connection with such default shall have been paid or provided for; or (b) any default in the payment of amounts set forth in Sections 7.5 and 7.7 hereof. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Issuer, the Trustee and the Owners of Notes shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to or affect any subsequent or other default, or impair any rights or remedies consequent thereon. The Trustee shall give written notice to each Rating Agency of any waiver of an Event of Default pursuant to this Section.

ARTICLE VII

THE TRUSTEE

Section 7.1 Acceptance of Trust. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following terms and conditions:

(a) Except during the continuance of an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge,

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee, and the Trustee shall not be liable for its acts or omissions in carrying out its duties hereunder, except for its own negligence or willful misconduct; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform as to form with the requirements of this Indenture and whether or not they contain the statements required under this Indenture.

(b) In case an Event of Default of which a Responsible Officer of the Trustee shall have actual knowledge has occurred and is continuing, the Trustee, in exercising the rights and powers vested in it by this Indenture, shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) Before taking any action hereunder requested by the Owners, the Trustee may require that it be furnished an indemnity bond or other indemnity and security satisfactory to it by the Owners, as applicable, for the reimbursement of all fees and expenses (including those of its counsel and agents) to which it may be put and to protect it against all liability.

(d) No provision of this Indenture shall be construed to relieve the Trustee from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that

(i) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(ii) the Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts;

(iii) the Trustee shall not be liable with respect to any action taken or omitted to be taken (x) in good faith in accordance with this Indenture, unless it shall be proved that the Trustee was negligent; or (y) at the direction of the Owners of the percentage required herein of the aggregate principal amount of the Notes then Outstanding relating to the time, method and place of conducting any proceedings for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee, under this Indenture with respect to the Notes; and

(iv) no provision of this Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(e) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article.

Section 7.2 Recitals of Others. The recitals, statements and representations set forth herein and in the Notes shall be taken as the statements of the Issuer, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the title of the Issuer in the Trust Estate or as to the validity, perfection, priority, preservation, continuation, value, or sufficiency of the liens and security afforded thereby and hereby, or as to the validity or sufficiency of this Indenture or of the Notes issued hereunder, and the Trustee shall incur no responsibility in respect of such matters.

Section 7.3 As to Filing of Indenture. The Trustee shall be under no duty (a) to file or record, or cause to be filed or recorded, this Indenture or any instrument supplemental hereto, (b) to procure any further order or additional instruments of further assurance, (c) to see to the delivery to it of any personal property intended to be mortgaged or pledged hereunder or thereunder, (d) to do any act which may be suitable to be done for the better maintenance of the lien or security hereof (other than the filing of any continuation statements at the Direction of the Issuer (but not the initial financing statements), or (e) to give notice of the existence of such lien, or for extending or supplementing the same or to see that any rights to the Trust Estate and Funds intended now or hereafter to be transferred in trust hereunder are subject to the lien hereof. The Trustee shall not be liable for failure of the Issuer to pay any tax or taxes in respect of such property, or any part thereof, or the income therefrom or otherwise, nor shall the Trustee be under any duty in respect of any tax which may be assessed against it or the Owners in respect of such property or pledged to the Trust Estate. Upon Issuer's request, the Trustee agrees to prepare, request that the Issuer execute (if such execution is necessary for any such filing) and file in a timely manner (if received from the Issuer in a

timely manner) with any necessary execution by the Issuer, the continuation statements referred to herein; provided, that the Trustee shall have no responsibility for the sufficiency, adequacy or priority of any initial filing and in the absence of written notice to the contrary by the Issuer or other Authorized Representative, may conclusively rely and shall be protected in relying on all information and exhibits in such initial filings for the purposes of any continuation statements.

Section 7.4 Trustee May Act Through Agents. The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents (including custodians) or attorneys and the Trustee shall be responsible for any negligence or misconduct on the part of any agent (including a custodian) or attorney. All agents (including custodians) or attorneys appointed by the Trustee shall be appointed with due care hereunder.

Section 7.5 Indemnification of Trustee. Other than with respect to its duties to make payment on the Notes from Available Funds when due and its duty to pursue the remedy of acceleration as provided Sections 6.2 and 6.8 hereof, for each of which no additional security or indemnity may be required, the Trustee shall be under no obligation or duty to perform any act at the request of Owners or to institute or defend any suit in respect thereof unless properly indemnified and provided with security to its satisfaction as provided in 7.1(c) hereof. The Trustee shall not be required to take notice, or be deemed to have knowledge, of any default or Event of Default of the Issuer hereunder and may conclusively assume that there has been no such default or Event of Default (other than an Event of Default described in 6.1(a) or 6.1(b) hereof) unless and until a Responsible Officer shall have been specifically notified in writing at the address in Section 10.1 hereof of such default or Event of Default by (a) the Owners of the required percentages in principal amount of the Notes then Outstanding hereinabove specified or (b) an Authorized Representative. However, the Trustee may begin suit, or appear in and defend suit, execute any of the trusts hereby created, enforce any of its rights or powers hereunder, or do anything else in its judgment proper to be done by it as Trustee, without assurance of reimbursement or indemnity, and in such case the Trustee shall be reimbursed or indemnified by the Owners requesting such action, if any, or the Issuer in all other cases, for all fees, costs and expenses, liabilities, outlays and counsel and agent fees and other reasonable disbursements properly incurred in connection therewith, unless such costs and expenses, liabilities, outlays and attorneys' fees and other reasonable disbursements properly incurred in connection therewith are adjudicated to have resulted from the negligence or willful misconduct of the Trustee. In furtherance and not in limitation of this Section, the Trustee shall not be liable for, and shall be held harmless by the Issuer from, following any Directions, instructions or other Directions upon which the Trustee is authorized to conclusively rely pursuant to this Indenture or any other agreement to which it is a party. If the Issuer or the Owners, as appropriate, shall fail to make such reimbursement or indemnification, the Trustee may reimburse itself from any money in its possession under the provisions of this Indenture, subject only to the prior lien of the Notes for the payment of the principal thereof, premium, if any, and interest thereon from the Revenue Fund. None of the provisions contained in this Indenture or any other agreement to which it is a party shall require the Trustee to act or to expend or risk its own funds or otherwise incur individual financial liability in the

performance of any of its duties or in the exercise of any of its rights or powers if the Owners shall not have offered security and indemnity acceptable to it or if it shall have reasonable grounds for believing that prompt repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Issuer agrees to indemnify the Trustee for, and to hold it and its directors, officers, employees and agents harmless against, any loss, liability or expenses incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder or under the other Basic Documents. The Issuer agrees to indemnify and hold harmless the Trustee and its directors, officers, employees and agents against any and all claims, demands, suits, actions or other proceedings and all liabilities, costs and expenses whatsoever caused by any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering document distributed in connection with the issuance of the Notes or caused by any omission or alleged omission from such offering document of any material fact required to be stated therein or necessary in order to make the statements made therein in the light of the circumstances under which they were made, not misleading.

In no event shall the Trustee be responsible or liable for any special, indirect, punitive or consequential loss or damages of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of such action.

The rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by the Trustee, including its capacity as Eligible Lender Trustee, hereunder and under any of the other Basic Documents. The provisions of this Section shall survive the resignation or removal of the Trustee and the Eligible Lender Trustee and the termination of this Indenture.

The Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing to do so by the Owners of a majority of the aggregate Outstanding Amount of the Notes then Outstanding, provided, however, that if the payment within a reasonable time to the Trustee of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation is, in the opinion of the Trustee, not assured to the Trustee by the security afforded to it by the terms of this Indenture, the Trustee may require indemnity satisfactory to the Trustee against such cost, expense or liability as a condition to taking any such action.

The right of the Trustee to perform any discretionary act enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful misconduct in the performance of such act.

The Trustee shall not be required to give any bond or surety in respect of the execution of the trust created hereby or the powers granted hereunder.

The Trustee shall not be responsible for delays or failures in performance resulting from acts beyond its control (such acts include but are not limited to natural disasters, strikes, lockouts, riots and acts of war).

Section 7.6 Trustee's Right to Reliance. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, appraisal, opinion, report or document of the Issuer, the Administrator or a Servicer or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with experts and with counsel (who may but need not be counsel for the Issuer, the Trustee, or an Owner), and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered, and in respect of any determination made by it hereunder in good faith and in accordance with the opinion of such counsel.

Whenever in the administration hereof the Trustee shall reasonably deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate signed by an Authorized Representative or an authorized officer of the Administrator or a Servicer.

The Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and believed by it to be authorized or within the discretion or rights or powers conferred upon it hereby; provided, however, that the Trustee shall be liable for its negligence or willful misconduct in taking such action.

The Trustee is authorized to enter into agreements with other Persons, in its capacity as Trustee, in order to carry out or implement the terms and provisions of this Indenture. The Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken in good faith in accordance with this Indenture or any other transaction document or at the direction of the Owners evidencing the appropriate percentage of the aggregate principal amount of the Outstanding Notes relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture or any other transaction document.

Section 7.7 Compensation of Trustee. Except as otherwise expressly provided herein, all advances, counsel fees (including without limitation allocated fees of in-house counsel) and other expenses reasonably made or incurred by the Trustee in and about the execution and administration of the trust hereby created and reasonable compensation to the Trustee for its services in the premises shall be paid by the Issuer. The compensation of the Trustee shall not be limited to or by any provision of law in regard to the compensation of trustees of an express trust. If not paid by the Issuer, the Trustee shall have a lien against all money held pursuant to this Indenture, subject only to the prior lien of the Notes against the money and investments in the Revenue Fund for the payment of

the principal thereof, premium, if any, and interest thereon, for such reasonable compensation, expenses, advances and counsel fees incurred in and about the execution of the trusts hereby created and the exercise and performance of the powers and duties of the Trustee hereunder and the cost and expense incurred in defending against any liability in the premises of any character whatsoever (unless such liability is adjudicated to have resulted from the negligence or willful misconduct of the Trustee).

Section 7.8 Creditor Relationships. The Trustee may act as depository for, and permit any of its officers or directors to act as a member of, or act in any other capacity in respect to, any committee formed to protect the rights of the Owners or to effect or aid in any reorganization growing out of the enforcement of the Notes or of this Indenture, whether or not any such committee shall represent the Owners of more than 60% of the collective aggregate principal amount of the Outstanding Notes.

Section 7.9 Resignation of Trustee. The Trustee and any successor to the Trustee may resign and be discharged from the trust created by this Indenture by giving to the Issuer notice in writing which notice shall specify the date on which such resignation is to take effect; provided, however, that such resignation shall only take effect on the day specified in such notice if a successor Trustee shall have been appointed pursuant to Section 7.11 hereof (and is qualified to be the Trustee under the requirements of Section 7.11 hereof). If no successor Trustee has been appointed by the date specified or within a period of 90 days from the receipt of the notice by the Issuer, whichever period is the longer, the Trustee may (a) appoint a temporary successor Trustee having the qualifications provided in Section 7.11 hereof or (b) request a court of competent jurisdiction to (i) require the Issuer to appoint a successor, as provided in Section 7.11 hereof, within three days of the receipt of citation or notice by the court, or (ii) appoint a Trustee having the qualifications provided in Section 7.11 hereof. In no event may the resignation of the Trustee be effective until a qualified successor Trustee shall have been selected and appointed. In the event a temporary successor Trustee is appointed pursuant to clause (a) above, the Issuer may remove such temporary successor Trustee and appoint a successor thereto pursuant to Section 7.11 hereof.

Section 7.10 Removal of Trustee. The Trustee or any successor Trustee may be removed (a) at any time by the Owners of a majority of the collective aggregate Outstanding Amount of the Notes then Outstanding, (b) by the Issuer for cause or upon the sale or other disposition of the Trustee or its corporate trust functions or (c) by the Issuer without cause so long as no Event of Default exists or has existed within the last 30 days, upon payment to the Trustee so removed of all money then due to it hereunder and appointment of a successor thereto by the Issuer and acceptance thereof by said successor. One copy of any such order of removal shall be filed with the Trustee so removed.

In the event a Trustee (or successor Trustee) is removed, by any person or for any reason permitted hereunder, such removal shall not become effective until (a) in the case of removal by the Owners, such Owners by instrument or concurrent instruments in writing (signed and acknowledged by such Owners or their attorneys-in-fact) filed with the Trustee removed have appointed a successor Trustee or otherwise the Issuer shall

have appointed a successor, and (b) the successor Trustee has accepted appointment as such.

Section 7.11 Successor Trustee. In case at any time the Trustee or any successor Trustee shall resign, be dissolved, or otherwise shall be disqualified to act or be incapable of acting, or in case control of the Trustee or of any successor Trustee or of its officers shall be taken over by any public officer or officers, a successor Trustee may be appointed by the Issuer by an instrument in writing duly authorized by the Issuer. In the case of any such appointment by the Issuer of a successor to the Trustee, the Issuer shall forthwith cause notice thereof to be mailed to the Noteholders at the address of each Noteholders appearing on the Note registration books maintained by the Trustee, as registrar.

Every successor Trustee appointed by the Noteholders, by a court of competent jurisdiction, or by the Issuer shall be a bank or trust company in good standing, organized and doing business under the laws of the United States or of a state therein, which has a reported capital and surplus of not less than $50,000,000 and whose senior unsecured long-term debt obligations are rated "BBB" or higher by S&P, be authorized under the law to exercise corporate trust powers, be subject to supervision or examination by a federal or state authority, and be an Eligible Lender so long as such designation is necessary to maintain guarantees and federal benefits under the Higher Education Act with respect to the Eligible Loans originated under the Higher Education Act.

Section 7.12 Manner of Vesting Title in Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Issuer, an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its predecessors in trust hereunder (except that the predecessor Trustee shall continue to have the benefits to indemnification hereunder together with the successor Trustee), with like effect as if originally named as Trustee herein; but, the Trustee ceasing to act shall nevertheless, on the written request of an Authorized Representative, or an authorized officer of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the Trustee which it succeeds, in and to the Trust Estate and such rights, powers, trusts, duties and obligations, and the Trustee ceasing to act also, upon like request, shall pay over, assign and deliver to the successor Trustee any money or other property or rights subject to the lien of this Indenture, including any pledged securities which may then be in its possession. Should any deed or instrument in writing from the Issuer be required by the successor Trustee for more fully and certainly vesting in and confirming to such new Trustee such estate, properties, rights, powers and duties, any and all such deeds and instruments in writing shall on request be executed, acknowledged and delivered by the Issuer.

In case any of the Notes to be issued hereunder shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of the

Trustee or of any successor to the Trustee; and in case any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes in its own name; and in all such cases such certificate shall have the full force which it has anywhere in the Notes or in this Indenture.

Section 7.13 Additional Covenants by the Trustee to Conform to the Higher Education Act. The Trustee covenants that it will at all times (a) be an Eligible Lender under the Higher Education Act so long as such designation is necessary, as determined by the Issuer, (b) maintain the guarantees and federal benefits under the Higher Education Act with respect to the Eligible Loans, and (c) not knowingly dispose of or deliver any Eligible Loans originated under the Higher Education Act or any security interest in any such Eligible Loans to any party who is not an Eligible Lender so long as the Higher Education Act or Regulations adopted thereunder require an Eligible Lender to be the owner or holder of such Eligible Loans; provided, however, that nothing above shall prevent the Trustee from delivering the Eligible Loans to a Servicer or a Guaranty Agency.

Section 7.14 Right of Inspection. An Owner shall be permitted at reasonable times during regular business hours and in accordance with reasonable regulations prescribed by the Trustee to examine at the corporate trust office of the Trustee a copy of any report or instrument theretofore filed with the Trustee relating to the condition of the Trust Estate.

Section 7.15 Limitation with Respect to Examination of Reports. Except as provided in this Indenture, the Trustee shall be under no duty to examine any report or statement or other agreement or document required or permitted to be filed with it by the Issuer.

Section 7.16 Servicing Agreements. The Trustee acknowledges the receipt of copies of the Servicing Agreements.

Section 7.17 Additional Covenants of Trustee. The Trustee, by the execution hereof, covenants, represents and agrees that:

(a) it will not exercise any of the rights, duties or privileges under this Indenture in such manner as would cause the Eligible Loans held or acquired under the terms hereof to be transferred, assigned or pledged as security to any person or entity other than as permitted by this Indenture; and

(b) it will follow any Direction to take actions necessary to assure the compliance of the Eligible Loans or the Eligible Lender Trustee with any amendments to the Higher Education Act and the Regulations, upon written notice from an Authorized Representative, the Secretary or a Guaranty Agency, use its reasonable efforts to cause this Indenture to be amended (in accordance with Section 8.1 hereof) if the Higher Education Act or Regulations are hereafter amended so as to be contrary to the terms of this Indenture.

Section 7.18 Notices to Rating Agencies. It shall be the duty of the Issuer to notify each Rating Agency then rating any of the Notes of (a) any amendment, change, expiration, extension or renewal of this Indenture, (b) prepayment of all the Notes, (c) any change in the Trustee, the Eligible Lender Trustee, the Servicers or the Administrator (d) any increase in fees to be paid hereunder and (e) any other information reasonably required to be reported to each Rating Agency under any Supplemental Indenture. All notices required to be forwarded to the Rating Agencies under this Section each Event Notice (as defined in the definition of Rating Notification) shall be sent in writing at the following addresses:

Fitch Ratings, Inc.
One State Street Plaza
New York, NY 10004

Standard & Poor's Financial Services LLC
55 Water Street
New York, NY 10041

The Trustee also acknowledges that each Rating Agency's periodic review for maintenance of a Rating on the Notes may involve discussions and/or meetings with representatives of the Trustee at mutually agreeable times and places.

Section 7.19 Merger of the Trustee. Any Person into which the Trustee or Eligible Lender Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger, sale or consolidation to which the Trustee or Eligible Lender Trustee shall be a party, or any Person succeeding to all or substantially all of the corporate trust business of the Trustee, shall be the successor of the Trustee or Eligible Lender Trustee, as applicable hereunder, provided such Person shall be otherwise qualified and eligible under this Indenture, without the execution or filing of any paper of any further act on the part of any other parties hereto.

Section 7.20 Receipt of Funds from a Servicer. The Trustee shall not be accountable or responsible in any manner whatsoever for any action of the Issuer, the depository bank of any funds of the Issuer or a Servicer while such Servicer is acting as bailee or agent of the Trustee with respect to the Eligible Loans for actions taken in compliance with any instruction or Direction given to the Trustee, or for the application of funds or moneys by a Servicer until such time as funds are received by the Trustee.

Section 7.21 Survival of Trustee's Rights. The Trustee's and the Eligible Lender Trustee's rights to receive compensation, reimbursement and indemnification of money due and owing hereunder at the time of the Trustee's or Eligible Lender Trustee's resignation or removal shall survive the Trustee's resignation or removal, as applicable.

Section 7.22 Corporate Trustee Required; Eligibility; Conflicting Interests. There shall at all times be a Trustee hereunder which shall have a combined capital and surplus of at least $50,000,000 and whose senior unsecured long-term debt obligations are rated "BBB" or higher by S&P. If such entity publishes reports of condition at least

annually, pursuant to law or the requirements of federal, state, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such entity shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article and be replaced within 30 days of resignation. Neither the Issuer nor any Person directly or indirectly controlling or controlled by, or under common control with, the Issuer shall serve as Trustee.

Section 7.23 Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer or any other obligor upon the Notes or the property of the Issuer or of such other obligor or their creditors, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Issuer for the payment of overdue principal, premium, if any, or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount, or such lesser amount as may be provided for in the Notes, of principal (and premium, if any) and interest, if any, owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable fees, compensation, expenses, disbursements and advances of the Trustee and its agents and counsel) and of the Owners allowed in such judicial proceeding; and

(b) to collect and receive any money or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Owner of Notes to make such payments to the Trustee, and if the Trustee shall consent to the making of such payments directly to the Owners, to pay to the Trustee any amount due to it for the reasonable fees, compensation, expenses, disbursements and advances of the Trustee and any predecessor Trustee, their agents and counsel, and any other amounts due the Trustee or any predecessor Trustee.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholders any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Noteholders thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholders in any such proceeding.

In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party),

the Trustee shall be held to represent all the Noteholders, and it shall not be necessary to make any Noteholders parties to any such proceedings.

Section 7.24 No Petition. The Trustee will not at any time institute against the Issuer any bankruptcy proceeding under any United States federal or state bankruptcy or similar law in connection with any obligations of the Issuer under this Indenture. The foregoing shall not limit the rights of the Trustee to file any claim in, or otherwise take any action with respect to, any insolvency proceeding that was instituted against the Issuer by a person other than the Trustee.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

Section 8.1 Supplemental Indentures Not Requiring Consent of Owners. The Issuer and the Trustee may, without the consent of or notice to any of the Owners of any Notes enter into any indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

(a) to cure any ambiguity, inconsistency or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Trustee for the benefit of the Owners any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners or the Trustee;

(c) to subject to this Indenture additional revenues, properties or collateral, but not for the sole purpose of accelerating pay down of the Notes;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Notes for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by said Trust Indenture Act of 1939 or similar federal statute;

(e) to evidence the appointment of a separate or co-Trustee or a co-registrar or transfer agent or the succession of a new Trustee hereunder or Eligible Lender Trustee hereunder and under the Eligible Lender Trust Agreement, or any additional or substitute Guaranty Agency, Administrator or Servicer;

(f) to add such provisions to or to amend such provisions of this Indenture as may be necessary or desirable to assure implementation of the Program in conformance with the Higher Education Act if along with such Supplemental Indenture there is filed an Opinion of Counsel to the effect that the addition or amendment of such provisions will in no way impair the existing security of the Owners of any Outstanding Notes;

(g) to make any change as shall be necessary in order to obtain and maintain for any of the Notes an investment grade rating from a nationally recognized rating service, provided that the Issuer delivers a Rating Notification in connection with such changes;

(h) to make any changes necessary to comply with or obtain more favorable treatment under any current or future law, rule or regulation, including

but not limited to the Higher Education Act, or the Regulations and the regulations promulgated thereunder;

(i) to create any additional Funds or accounts or subaccounts under this Indenture deemed by the Trustee to be necessary or desirable; or

(j) with the consent of all of the Series B Noteholders, to make any changes to the terms of the Series B Notes provided that such changes to the Series B Notes become effective only after the Series A Notes are not longer Outstanding.

Nothing in this Section shall permit, or be construed as permitting, any modification of the trusts, powers, rights, duties, remedies, immunities and privileges of the Trustee or Eligible Lender Trustee, as applicable without the prior written approval of the Trustee or Eligible Lender Trustee, as applicable, which approval shall be evidenced by execution of a Supplemental Indenture.

Section 8.2 Supplemental Indentures Requiring Consent of Owners. Exclusive of Supplemental Indentures covered by Section 8.1 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of not less than a majority of the collective aggregate Outstanding Amount of the Notes then Outstanding, shall have the right, from time to time, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section shall permit, or be construed as permitting (a) without the consent of the Owners of each affected Note then Outstanding, (i) an extension of the maturity date of the principal of or the interest on any Note, or (ii) a reduction in the principal amount of any Note or the rate of interest thereon, or (iii) a privilege or priority of any Note or Notes over any other Note or Notes except as otherwise provided herein, or (iv) a reduction in the aggregate principal amount of the Notes required for consent to such Supplemental Indenture, or (v) the creation of any lien other than a lien ratably securing all of the Notes at any time Outstanding hereunder except as otherwise provided herein; or (b) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee or Eligible Lender Trustee, as applicable without the prior written approval of the Trustee or Eligible Lender Trustee, as applicable.

If at any time the Issuer shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each Owner of a Note at the address shown on the registration books. Such notice (which shall be prepared by the Issuer) shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Corporate Trust Office of the Trustee for inspection by all Owners. If, within 60 days, or

such longer period as shall be prescribed by the Issuer, following the mailing of such notice, the Owners of not less than a majority of the collective aggregate Outstanding Amount of the Notes Outstanding at the time of the execution of any such Supplemental Indenture shall have consented in writing to and approved the execution thereof as herein provided, no Owner of any Note shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 8.3 Additional Limitation on Modification of Indenture. None of the provisions of this Indenture (including Sections 8.1 and 8.2 hereof) shall permit an amendment to the provisions of the Indenture which permits the transfer of all or part of the Eligible Loans originated under the Higher Education Act or granting of a security interest therein to any Person other than an Eligible Lender, the Administrator or a Servicer, unless the Higher Education Act or Regulations are hereafter modified so as to permit the same. The Trustee may request an Opinion of Counsel to the effect that an amendment or supplement to this Indenture was adopted in conformance with this Indenture.

Section 8.4 Execution of Supplemental Indentures. In executing, or accepting the additional trusts created by, any supplemental indenture permitted by this Article or any modification thereby of the trusts created by this Indenture, the Trustee shall receive, and be fully protected in relying upon, an Opinion of Counsel and an Issuer's Order stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and all conditions to its execution have been satisfied. The Trustee may, but shall not be obligated to, enter into any such supplemental indenture which affects the Trustee's own right, duties or immunities under this Indenture or otherwise.

ARTICLE IX

PAYMENT AND CANCELLATION OF NOTES
AND SATISFACTION OF INDENTURE

Section 9.1 Trust Irrevocable. The trust created by the terms and provisions of this Indenture is irrevocable until the indebtedness secured hereby (the Notes and interest thereon) are fully paid or provision is made for its payment as provided in this Article.

Section 9.2 Satisfaction of Indenture.

(a) If the Issuer shall pay, or cause to be paid, or there shall otherwise be paid to the Noteholders, the principal of and interest on the Notes, and any Series B Carry-Over Amount, at the times and in the manner stipulated in this Indenture, then the pledge of the Trust Estate, and all covenants, agreements and other obligations of the Issuer to the Noteholders and all other obligations due and outstanding shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Issuer all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver to the Issuer all remaining moneys and assets not required for the payment of the Notes and other amounts due hereunder. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Noteholders of any Outstanding Notes the principal of and interest on such Notes, and any Series B Carry-Over Amount, at the times and in the manner stipulated in this Indenture, such Notes shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Issuer to the Noteholders thereof shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Notes or interest installments shall be deemed to have been paid within the meaning of subsection (a) of this Section if money for the payment thereof has been set aside and is being held in trust by the Trustee at the Stated Maturity or earlier prepayment date thereof. Any Outstanding Note shall, prior to the Stated Maturity or earlier prepayment thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if (i) such Note is to be prepaid on any date prior to the Stated Maturity and (ii) the Issuer shall have given notice of prepayment as provided herein on said date, there shall have been deposited with the Trustee either money (fully insured by the Federal Deposit Insurance Corporation or fully collateralized by Governmental Obligations) in an amount which shall be sufficient, or Governmental Obligations (including any Governmental Obligations issued or held in book-entry form on the books of the Department of Treasury of the United States of America) the principal of and the interest on which when due will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal of and interest to become due on such Note and any Series B Carry- Over Amount on and prior to the prepayment date or Stated Maturity thereof, and all other obligations due

and outstanding, as the case may be. If moneys and/or Governmental Obligations are deposited with and held by the Trustee as provided in this subsection (b), such moneys and/or Governmental Obligations shall be accompanied by a report of a nationally recognized independent certified public accountant firm or other financial services firm verifying that the amount of such moneys and/or Governmental Obligations deposited will be sufficient, together with interest to accrue thereon, to pay all the Notes at or before their Maturity. Notwithstanding anything herein to the contrary, however, no such deposit shall have the effect specified in this subsection (b) if made during the existence of an Event of Default, unless made with respect to all of the Notes then Outstanding. Neither Governmental Obligations nor money deposited with the Trustee pursuant to this subsection (b) nor principal or interest payments on any such Governmental Obligations shall be withdrawn or used for any purpose other than, and shall be held irrevocably in trust in an escrow account for, the payment of the principal of and interest on such Notes. Any cash received from such principal of and interest on such Governmental Obligations deposited with the Trustee, if not needed for such purpose, shall, to the extent practicable, be reinvested in Governmental Obligations maturing at times and in amounts sufficient to pay when due the principal of and interest on such Notes and any Series B Carry-Over Amount and all other obligations due and outstanding on and prior to such prepayment date or Stated Maturity thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Issuer, as received by the Trustee, free and clear of any trust, lien or pledge. Any payment for Governmental Obligations purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Governmental Obligations. For the purposes of this Section, "Governmental Obligations" shall mean and include only non-callable direct obligations of the Department of the Treasury of the United States of America or portions thereof (including interest or principal portions thereof), and such Governmental Obligations shall be of such amounts, maturities and interest payment dates and bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to make the payments required herein, and which obligations have been deposited in an escrow account which is irrevocably pledged as security for the Notes. Such term shall not include mutual funds and unit investment trusts.

(c) In no event shall the Trustee deliver over to the Issuer any Eligible Loans originated under the Higher Education Act unless the Issuer is an Eligible Lender, if the Higher Education Act or Regulations then in effect require the owner or holder of such Eligible Loans to be an Eligible Lender.

(d) Notwithstanding the foregoing, upon the Stated Maturity of the Series B Notes, if the amounts available hereunder are not sufficient for the payment of Series B Carry-Over Amounts, if any, as provided herein, the Indenture and the Notes shall nonetheless be discharged and considered paid in full and the obligation to pay the Series B Carry-Over Amounts shall be extinguished.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Consents and Notices.

(a) Any request, consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners of Notes may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Notes shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its sole discretion require further or other proof in cases where it deems the same desirable:

(i) The fact and date of the execution by any Owner or such Owner's attorney of such instrument may be proved by the Certificate, which need not be acknowledged or verified, of an officer of a bank or trust company, financial institution or other member of the National Association of Notes Dealers, Inc., satisfactory to the Trustee, or a Certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument acknowledged at the time of the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer, is the owner of such Note. The authority of the person or persons executing any such instrument on behalf of a corporate Owner may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation and such signature is attested by a person purporting to be its secretary or an assistant secretary.

(ii) The ownership of Notes and the amount, numbers and other identification, and date of holding the same shall be proved by the registration books.

(b) All notices, requests and other communications to any party hereunder shall be in writing (including bank wire, telecopy, electronic communication, facsimile or similar writing) at the following addresses, and each address shall constitute each party's respective "Principal Office" or "Principal Corporate Trust Office" for purposes of this Indenture:

If intended for the Issuer:

Access to Loans for Learning Student Loan Corporation
6601 Center Drive West, Suite 650
Los Angeles, California 90045
Attention: President
Telephone: 310.979.4700
Facsimile: 310.979.4714

If intended for the Trustee:

Principal Corporate Trust Office:

Manufacturers and Traders Trust Company
213 Market Street
Corporate Trust Services – 2nd Floor
Harrisburg, PA 17101
Attn: Rex Hood
Ph: (717) 255-2323
Fax: (717) 231-2608
Email: rhood@mtb.com

If intended for the Eligible Lender Trustee:

Principal Corporate Trust Office:

Manufacturers and Traders Trust Company
213 Market Street
Corporate Trust Services – 2nd Floor
Harrisburg, PA 17101
Attn: Rex Hood
Ph: (717) 255-2323
Fax: (717) 231-2608
Email: rhood@mtb.com

Any party may change the address to which subsequent notices to such party are to be sent, or may change the address of its Principal Office or Principal Corporate Trust Office by notice to the others, delivered by hand or received by facsimile or registered first-class mail, postage prepaid. Each such notice, request or other communication shall be effective when delivered by hand or received by facsimile or registered first-class mail, postage prepaid.

Section 10.2 Covenants Bind Issuer. The covenants, agreements, conditions, promises, and undertakings in this Indenture shall extend to and be binding upon the successors and assigns of the Issuer, and all of the covenants hereof shall bind such successors and assigns, and each of them, jointly and severally. All the covenants, conditions and provisions hereof shall be held to be for the sole and exclusive benefit of

the parties hereto and their successors and assigns and of the Owners from time to time of the Notes.

No extension of time of payment of any of the Notes shall operate to release or discharge the Issuer, it being agreed that the liability of the Issuer, to the extent permitted by law, shall continue until all of the Notes are paid in full, notwithstanding any transfer of Eligible Loans or extension of time for payment.

Section 10.3 Lien Created. This Indenture shall operate effectually as (a) a grant of a lien on and security interest in, and (b) an assignment of, the Trust Estate.

Section 10.4 Severability of Lien. If the lien of this Indenture shall be or shall ever become ineffectual, invalid or unenforceable against any part of the Trust Estate, which is not subject to the lien, because of want of power or title in the Issuer, the inclusion of any such part shall not in any way affect or invalidate the pledge and lien hereof against such part of the Trust Estate as to which the Issuer in fact had the right to pledge.

Section 10.5 Consent of Owners Binds Successors. Any request or consent of an Owner of any Notes given for any of the purposes of this Indenture shall bind all future Owners of the same Note or any Notes issued in exchange therefor or in substitution thereof in respect of anything done or suffered by the Issuer or the Trustee in pursuance of such request or consent.

Section 10.6 Nonrecourse Liability. The obligations of the Issuer hereunder shall be limited as provided in Section 2.2, and notwithstanding any other provision of this Indenture, any liability incurred by the Issuer as a result of the failure to perform any covenant, undertaking or obligation under this Indenture, the Notes or any other document, or as a result of the incorrectness of any representation made by the Issuer in this Indenture or any other document, or for any other reason, shall be limited to the Trust Estate. All covenants, stipulations, promises, agreements and obligations of the Issuer contained in this Indenture and in any Certificate or Direction of the Issuer shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Issuer and not of any member, officer, director or employee of the Issuer in its, his or her individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Notes or for any claim based thereon or on this Indenture against any member, officer, director or employee of the Issuer or against any natural person executing the Notes.

Section 10.7 Nonpresentment of Notes. Should any of the Notes not be presented for payment when due, the Trustee shall retain from any money transferred to it for the purpose of paying the Notes or interest checks so due, for the benefit of the Noteholders thereof, a sum of money sufficient to pay such Notes when the same are presented by the Owners thereof for payment. Such money shall not be required to be invested. All liability of the Issuer to the Noteholders of such Notes and all rights of such Noteholders against the Issuer under the Notes or under this Indenture shall thereupon cease and determine, and the sole right of such Noteholders shall thereafter be against

such deposit. If any Note shall not be presented for payment within the period of two years following its payment or prepayment date, the Trustee shall (to the extent permitted by law) return to the Issuer the money theretofore held by it for payment of such Note, and such Note shall (subject to the defense of any applicable statute of limitation) thereafter be an unsecured obligation of the Issuer. The Trustee's responsibility for any such money shall cease upon remittance thereof to the Issuer.

Section 10.8 Security Agreement. This Indenture constitutes a Security Agreement under the California Uniform Commercial Code.

Section 10.9 Laws Governing. It is the intent of the parties hereto that this Indenture shall in all respects be governed by the laws of the State.

Section 10.10 Severability. If any covenant, agreement, waiver, or part thereof contained in this Indenture shall be forbidden by any pertinent law or under any pertinent law be effective to render this Indenture invalid or unenforceable or to impair the lien hereof, then each such covenant, agreement, waiver, or part thereof shall itself be and is hereby declared to be wholly ineffective, and this Indenture shall be construed as if the same were not included herein.

Section 10.11 Exhibits. The terms of the Schedules and Exhibits, if any, attached to this Indenture are incorporated herein in all particulars.

Section 10.12 Non-Business Days. Except as may otherwise be provided herein, if the date for making payment of any amount hereunder or on any Note, or if the date for taking any action hereunder, is not a Business Day, then such payment can be made without accruing further interest or action can be taken on the next succeeding Business Day, with the same force and effect as if such payment were made when due or action taken on such required date.

Section 10.13 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Issuer, the Trustee, the paying agent, if any, and the Owners of the Notes, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Issuer shall be for the sole and exclusive benefit of the Issuer, the Trustee, the paying agent, if any, and the Owners of the Notes.

Section 10.14 [Reserved.]

Section 10.15 Aggregate Principal Amount of Notes. Whenever in this Indenture reference is made to the aggregate principal amount of any Notes, such phrase shall mean, at any time, the principal amount of any Notes.

Section 10.16 Eligible Loans. The Issuer expects to transfer Eligible Loans to the Trustee, in accordance with this Indenture, which Eligible Loans, upon becoming subject to the lien of this Indenture, constitute Eligible Loans, as defined herein. If for any

reason a transferred loan does not constitute an Eligible Loan, or ceases to constitute an Eligible Loan, such loan shall continue to be subject to the lien of this Indenture.

Section 10.17 Reserved.

Section 10.18 Counterparts; Electronic Copies. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. In addition, any transaction authorized herein or in a Supplemental Indenture may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 10.19 Consent of Registered Owners. Anything in this Indenture to the contrary notwithstanding, whenever in this Indenture a Rating Notification is required for any action to be taken hereunder, to the extent that all of the Rating Agencies then rating the Notes have provided notification that they will no longer accept Rating Notifications for proposed actions, failures to act or other events in student loan financing transactions, the taking of such action will require the written consent of the Registered Owners of not less than a majority of the collective aggregate Outstanding Amount of the Notes then Outstanding.

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed in its organizational name and behalf, and the Trustee, to evidence its acceptance of the trusts hereby created, has caused this Indenture to be executed in its organizational name and behalf, and the Eligible Lender Trustee has caused this Indenture to be executed in its organizational name and behalf, all in multiple counterparts, each of which shall be deemed an original, and the Issuer and the Trustee have caused this Indenture to be dated as of the date herein above first shown.

ACCESS TO LOANS FOR LEARNING
STUDENT LOAN CORPORATION

By _____
President

MANUFACTURERS AND TRADERS
TRUST COMPANY, as Trustee and as
Eligible Lender Trustee

By _____
Authorized Officer

EXHIBIT A

FORM OF SERIES A OR SERIES B NOTE

Unless this Note is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Issuer (as defined below) or its agent for registration of transfer, exchange or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. THIS NOTE IS NOT GUARANTEED OR INSURED BY ANY GOVERNMENTAL AGENCY.

ACCESS TO LOANS FOR LEARNING STUDENT LOAN CORPORATION
STUDENT LOAN BACKED NOTE, SERIES 2013-I
[SENIOR]|SUBORDINATE] SERIES [A]|[B]
(Taxable LIBOR Floating Rate Note)

REGISTERED NO. [A][B] - __ REGISTERED $_____

Date of Issuance	Maturity Date	CUSIP No.
_____, 2013	_____	

PRINCIPAL SUM: **_____ DOLLARS**

REGISTERED OWNER: **_____**

Access to Loans for Learning Student Loan Corporation, a non-profit corporation organized and existing under the laws of the State of California (herein referred to as the "Issuer"), for value received, hereby promises to pay to the registered Owner, or registered assigns, on each Monthly Distribution Date the principal sum required to be so paid on such Monthly Distribution Date, as described in the Indenture of Trust, dated as of December 1, 2013 (the "Indenture"), between the Issuer, Manufacturers and Traders Trust Company, a New York state banking corporation, as indenture trustee (the "Trustee") and Manufacturers and Traders Trust Company, as eligible lender trustee (capitalized terms used but not defined herein being defined in the Indenture, which also contains rules as to usage that shall be applicable herein); provided, however, that the entire unpaid principal amount of this Note shall be due and payable on the Maturity Date specified above (the "Maturity Date").

The Issuer shall pay interest on this Note at the rate determined as provided in the Indenture, on each Monthly Distribution Date until the principal of this Note is paid or made available for payment.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Issuer with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal of this Note.

[FOR Series B NOTES] [To the extent that the Monthly Interest Distribution Amount on the Series B Notes is less than the interest to have otherwise accrued on such Series of Notes during the related Interest Accrual Period as a result of the Series B Interest Cap, the Series B Carry-Over Amount is payable to the extent provided in the Indenture after principal on Notes issued under the Indenture have been paid in full. The Series B Carry-Over Amount shall bear interest at the Series B Note Rate to the extent permitted by law. Notwithstanding the foregoing, upon the Stated Maturity of the Series B Notes, if the amounts available under the Indenture are not sufficient for the payment of Series B Carry-Over Amounts, if any, as provided in the Indenture, the Notes shall nonetheless be discharged and considered paid in full and the obligation to pay the Series B Carry-Over Amounts shall be extinguished.]

Unless the certificate of authentication hereon has been executed by the Trustee, whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture, or be valid or obligatory for any purpose.

This Note is one of a duly authorized issue of Notes of the Issuer, designated as its Student Loan Backed Notes, Series 2013-I [Senior][Subordinate] Series [A][B] (Taxable LIBOR Floating Rate Note) (the "Notes"), which are issued under and secured by the Indenture, to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of the Issuer, the Trustee and the registered Owners. In addition to the Notes, the Issuer has also issued its Student Loan Backed Notes, Series 2013-I, [Senior][Subordinate] Series [A][B] (Taxable LIBOR Floating Rate Note) (the "Series [A][B] Notes"). The Notes and the Series [A][B] Notes are subject to all terms of the Indenture are secured by the Trust Estate pledged as security therefor as provided in the Indenture.

This Note is a nonrecourse obligation of the Issuer, payable solely from the Trust Estate, as provided in the Indenture. Reference is made to the Indenture for a complete statement of the terms and conditions upon which the Notes have been issued and provisions made for their security and for the rights, duties and obligations of the Issuer, the Trustee and the owners of the Notes. The Notes do not constitute a debt, liability or obligation of the State of California or of any political subdivision thereof or a pledge of the faith and credit of the State of California or of any political subdivision thereof. The Issuer shall not be obligated to pay the principal of or interest or premium, if any, on this Note except from the revenues and assets pledged therefor.

The Notes are subject to acceleration or redemption prior to maturity upon the circumstances, at the times, in the amounts, upon payment of the amounts, with the notice, upon the other terms and provisions and with the effect set forth in the Indenture.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered upon the records of the Trustee upon surrender for transfer of this Note at the Principal Corporate Trust Office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the registered Owner or his attorney duly authorized in writing, and thereupon the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Note or Notes for a like aggregate principal amount.

As to any Note, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any fully registered Note shall be made only to or upon the written order of the registered Owner thereof or his legal representative but such registration may be changed as provided in the Indenture. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums paid.

The Trustee shall require the payment by any registered Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. The applicant for any such transfer or exchange may be required to pay all taxes and governmental charges in connection with such transfer or exchange, other than exchanges pursuant to the Indenture.

The term "Issuer" as used in this Note includes any successor to the Issuer under the Indenture. The Issuer is permitted by the Indenture, under certain circumstances, to merge or consolidate, subject to the rights of the Trustee and the registered Owners under the Indenture.

The Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations therein set forth.

This Note shall be construed in accordance with the laws of the State of California, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder and thereunder shall be determined in accordance with such laws.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed, but only from the sources provided in the Indenture.

IN WITNESS WHEREOF, Access to Loans for Learning Student Loan Corporation has caused this Note to be duly executed with the manual or facsimile signature of its President and a facsimile of its seal to be hereto affixed, and to be signed and attested with the manual or facsimile signature of its Secretary.

ACCESS TO LOANS FOR LEARNING
STUDENT LOAN CORPORATION

By _____
[Seal] Title: President

Attest:

By: _____
Title: Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated above and referred to in the within-mentioned Indenture.

Date of Authentication: _____, ____

Manufacturers and Traders Trust Company, not in its individual capacity but solely as Trustee,

By:_____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED, _____, the undersigned, hereby sells, assigns and transfers unto:

_____

(Social Security or Other Identifying Number of Assignee)

_____

(Please Print or Typewrite Name and Address of Assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED:_____

Signature:_____

NOTICE: The signature to this assignment must correspond with the name as it appears on the face of this Note in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed:

_____

NOTICE: The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to S.E.C. Rule 17Ad-15.

EXHIBIT B-1

FORM OF MONTHLY DISTRIBUTION DATE CERTIFICATE

This Monthly Distribution Date Certificate (the "Certificate") is being provided by the Access to Loans for Learning Student Loan Corporation (the "Issuer") pursuant to Section 4.14 and Section 5.3(b) of the Indenture of Trust, dated as of _____, 2013 (as amended, the "Indenture"), between the Issuer, Manufacturers and Traders Trust Company, as trustee (the "Trustee"), and Manufacturers and Traders Trust Company, as eligible lender trustee. All capitalized terms used in this Certificate and not otherwise defined shall have the same meanings as assigned to such terms in the Indenture.

Pursuant to this Certificate, the Issuer hereby directs the Trustee to make the following deposits and distributions to the Persons or to the account specified below by 3:00 p.m. (New York City time) on _____, _____ (the "Monthly Distribution Date"), to the extent of (a) the amount of Available Funds received during the immediately preceding Collection Period in the Revenue Fund (viz., the sum of $_____), (b) the amount transferred from the Reserve Fund pursuant to Section 5.4 of the Indenture, and (c) the amount transferred from the Department SAP Rebate Fund pursuant to Section 5.6 of the Indenture.

To enable the Trustee to calculate the amount of certain of such deposits and distributions, the Issuer provides the following information to the Trustee:

(i)	Amounts required to be paid to the Department of Education or deposited to the Department SAP Rebate Fund	$_____
(ii)	The Trustee Fee to the Trustee to the Eligible Lender Trustee	$_____
(iii)	The Servicing Fee to the Servicer	$_____
(iv)	The Administrator Fee to the Administrator	$_____
(v)	The Subadministrator Fee to the Administrator	$_____
(vi)	The Series B Interest Cap	$_____
The Pool Balance as of end of Collection Period:_____		$_____

Fund Transfers

Pursuant to this Certificate, if applicable, the Issuer further hereby directs the Trustee to withdraw from:

(a) the Loan Fund for deposit to the Revenue Fund any amount remaining therein on the first Business Day following the end of the Acquisition Period (upon the termination thereof); and

(b) the Reserve Fund for deposit to the Revenue Fund (i) an amount equal to $_____, representing the amount of insufficient Available Funds in the Revenue Fund to make the transfers required by Sections _____ through _____ of the Indenture, and (ii) an amount equal to $_____, representing the amount on deposit in the Reserve Fund in excess of the Specified Reserve Fund Balance.

The Issuer hereby certifies that the information herein is true and accurate in all material respects, is in compliance with the provisions of the Indenture and that the Trustee may conclusively rely on this Certificate with no further duty to examine or determine the information contained herein.

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be duly executed and delivered as of the date written below.

ACCESS TO LOANS FOR LEARNING
STUDENT LOAN CORPORATION

By _____
Authorized Signatory

Date: _____

EXHIBIT B-2

MONTHLY DISTRIBUTION DATE
INFORMATION FORM

This Monthly Distribution Date Information Form (the "Information Form") is being provided by Manufacturers and Traders Trust Company, as trustee (the "Trustee") pursuant to Section 4.14 of the Indenture of Trust, dated as of _____, 2013 (the "Indenture"), between Access to Loans for Learning Student Loan Corporation (the "Issuer"), the Trustee, and Manufacturers and Traders Trust Company, as eligible lender trustee. All capitalized terms used in this Information Form and not otherwise defined shall have the same meanings as assigned to such terms in the Indenture.

The Issuer has provided a Monthly Distribution Date Certificate to the Trustee. In reliance upon the information and the Issuer's Direction contained therein, the Trustee shall make the following deposits and distributions in the following order or priority, to the Persons or to the account specified below by 3:00 p.m. (New York City time) on _____, _____ (the "Monthly Distribution Date"), to the extent of (a) the amount of Available Funds received during the immediately preceding Collection Period in the Revenue Fund (viz., the sum of $_____), and (b) the amount transferred from the Reserve Fund pursuant to Section 5.4 of the Indenture (viz., the sum of $_____).

Total Available Funds

(i)	Amounts required to be paid to the Department of Education or deposited to the Department SAP Rebate Fund	$_____
(ii)	The Trustee Fee to the Trustee to the Eligible Lender Trustee	$_____
(iii)	The Servicing Fee to the Servicer	$_____
(iv)	The Administrator Fee to the Administrator	$_____
(v)	(A) The Series A Noteholders' Interest Distribution Amount to the Series A Noteholders	$_____
	(B) Principal due on Series A Notes to be paid at Stated Maturity	$_____
	(C) The Series B Noteholders' Interest Distribution Amount to the Series B Noteholders	$_____
	(D) Principal due on Series B Notes to be paid at Stated Maturity	$_____
(vi)	Amounts to be deposited to the Reserve Fund necessary to reinstate the balance of the Reserve Fund up to the	$_____

Specified Reserve Fund Balance

(vii)	To the holders of the Series A Notes and the Series B Notes, in that order, the Principal Distribution Amount pursuant to Section 5.3(b)(viii) of the Indenture	$_____
(viii)	To the Operating Fund to pay the Subordinate Administrator Fee	$_____
(ix)	To the holders of the Series A and B Notes, in that order, any remaining amounts pursuant to Section 5.3(b)(x) of the Indenture	$_____
(x)	Series B Carry-Over Amount	$_____
(xi)	To the Issuer	$_____

Total Distributions $_____

Available Funds from the immediately preceding Collection Period on this Monthly Distribution Date $_____

If required, other Available Funds on deposit in the Revenue Fund $_____

If required funds from other Accounts $_____

Specified Reserve Fund Balance as of end of the Collection Period:_____ $_____

Pool Balance as of end of the Collection Period:_____ $_____

Dated this ____ day of _____, ____.

[TRUSTEE]

_____

Authorized Signatory

EXHIBIT C

REPORT TO OWNERS

The monthly reports to the Noteholders shall contain the following information:

Portfolio characteristics (by outstanding principal balance):
Loan status, delinquency status, loan type, remaining term, borrower interest rate, outstanding principal balance, school mix, distribution by state, distribution by guarantor, SAP benchmark, distribution by servicer

Note summary:
Summary of Notes including identifiers, payment dates and parties involved in the transaction Accrual dates, rates and factors

Collateral coverage and distribution calculations:
Summary of assets, liabilities and collateral ratios

EXHIBIT D

FORM OF STUDENT LOAN ACQUISITION CERTIFICATE

This Student Loan Acquisition Certificate (this "Certificate") is submitted pursuant to the provisions of Section 5.2 of the Indenture of Trust, dated as of December 1, 2013 (the "Indenture"), between Access to Loans for Learning Student Loan Corporation (the "Issuer") and Manufacturers and Traders Trust Company, as Trustee. All capitalized terms used in this Certificate and not otherwise defined herein shall have the same meanings ascribed to such terms in the Indenture. In your capacity as Trustee, you are hereby authorized and requested to disburse to _____ the sum of $_____ for the acquisition of Eligible Loans. With respect to the student loans so to be acquired, the Issuer hereby certifies as follows:

1. The student loans to be acquired are those specified in Schedule A attached hereto (the "Acquired Student Loans"). The remaining unpaid principal amount of each Acquired Student Loan is as shown on such Schedule A.

2. The amount to be disbursed pursuant to this Certificate does not exceed the amount permitted to be disbursed by Section 5.2 of the Indenture.

3. Each Acquired Student Loan is an Eligible Loan authorized to be acquired by the Indenture.

4. With respect to each Acquired Student Loan:

(a) with respect to all Acquired Student Loans which are insured, insurance is in effect with respect thereto;

(b) with respect to all Acquired Student Loans which are Guaranteed, the Guaranty Agreement is in effect with respect thereto;

(c) the Issuer is not, on the date hereof, in default under any contract of insurance or any Guaranty Agreement applicable to the Acquired Student Loans; and

(d) instruments duly assigning the Acquired Student Loans to the Issuer have been executed and delivered.

5. The Issuer is not, on the date hereof, in default under the Indenture. The Issuer is not aware of any default existing on the date hereof under any of the other documents referred to in paragraph 4 hereof.

6. All of the conditions applicable to the acquisition of the Acquired Student Loans from the Lender and in the Indenture for the acquisition of the Acquired Student Loans and the disbursement hereby authorized and requested have been satisfied.

7. The Acquisition Period has not terminated.

8. The proposed use of moneys in the Acquisition Fund is in compliance with the provisions of the Indenture.

9. The undersigned is authorized to sign and submit this Certificate on behalf of the Issuer.

Capitalized terms not defined herein have the meanings assigned to them in the Indenture.

WITNESS my hand this _____ day of _____, _____.

ACCESS TO LOANS FOR
LEARNING STUDENT LOAN
CORPORATION

By: _____
Name: _____
Title: _____

SCHEDULE A

SCHEDULE OF ACQUIRED STUDENT LOANS

APPENDIX B

FORM OF OPINION OF NOTE COUNSEL

December __, 2013

Access to Loans for Learning
Student Loan Corporation

Re: Access to Loans for Learning Student Loan Corporation $435,800,000 Student Loan Backed Notes, Series 2013-I Senior Series A (Taxable LIBOR Floating Rate Notes) and $11,000,000 Student Loan Backed Notes, Series 2013-I Subordinate Series B (Taxable LIBOR Floating Rate Notes)

We have acted as note counsel to Access to Loans for Learning Student Loan Corporation ("ALL") in connection with the issuance by ALL of its $435,800,000 Student Loan Backed Notes, Series 2013-I Senior Series A (Taxable LIBOR Floating Rate Notes) (the "Series A Notes") and $11,000,000 Student Loan Backed Notes, Series 2013-I Subordinate Series B (Taxable LIBOR Floating Rate Notes) (the "Series B Notes" and collectively with the Series A Notes, the "Notes"). The Notes are authorized to be issued under an Indenture of Trust dated as of December 1, 2013 (the "Indenture"), among the Corporation and Manufacturers and Traders Trust Company, as Trustee and Eligible Lender Trustee (collectively, the "Trustee"). Capitalized terms not otherwise defined herein shall have the meanings specified in the Indenture.

In such connection, we have reviewed the Indenture, certificates of ALL, the Trustees and others, an opinion of in-house counsel to ALL and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than ALL. We have not undertaken to verify independently, and have assumed, the accuracy of the factual matters represented, warranted or certified in the documents and of the legal conclusions contained in the opinions, referred to in the immediately preceding paragraph hereof. Furthermore, we have assumed compliance with the covenants and agreements contained in the Indenture.

Based upon and subject to the foregoing and in reliance thereon, as of the date hereof, it is our opinion that:

1. The Notes constitute valid and binding special limited obligations of ALL.

2. The Indenture has been duly executed and delivered by ALL and is a valid and legally binding obligation of ALL. The Indenture creates a valid pledge to secure payment of the principal of and interest on the Notes, subject to the uses specified in the Indenture, of the Trust Estate.

3. Interest on the Notes is <u>not</u> excludable from gross income for federal income tax purposes.

In rendering our opinion, we wish to advise you that:

(a) The rights of the holders of the Notes and the enforceability thereof and of the documents identified in this opinion may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable, and their enforcement may also be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases;

(b) We express no opinion herein as to the accuracy, adequacy or completeness of the Offering Memorandum or any other offering material relating to the Notes; and

(c) Except as set forth above, we express no opinion regarding any tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Notes.

Respectfully submitted,

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FEDERAL FAMILY EDUCATION LOAN PROGRAM

Beginning on July 1, 2010, FFELP Loans made pursuant to the Higher Education Act were no longer originated, and all new federal student loans were originated solely under the Federal Direct Student Loan Program (the "Direct Loan Program"). However, FFELP Loans originated under the Higher Education Act prior to July 1, 2010 which have been acquired or are anticipated to be acquired by the Corporation (including the loans described in this Offering Memorandum under the caption "CHARACTERISTICS OF THE ELIGIBLE LOANS") continue to be subject to the provisions of the FFEL Program. The following description of the FFEL Program has been provided solely to explain certain of the provisions of the FFEL Program applicable to FFELP Loans made prior to July 1, 2010. Notwithstanding anything herein to the contrary, after June 30, 2010, no new FFELP Loans (including Consolidation Loans) may be made or insured under the FFEL Program, and no funds are authorized to be appropriated, or may be expended, under the Higher Education Act to make or insure loans under the FFEL Program (including Consolidation Loans) for which the first disbursement is after June 30, 2010, except as expressly authorized by an Act of Congress enacted after the date of enactment of the Student Aid and Fiscal Responsibility Act of 2009

The following summary of the FFEL Program, as established by the Higher Education Act, does not purport to be comprehensive or definitive and is qualified in its entirety by reference to the text of the Higher Education Act and the regulations thereunder.

The Higher Education Act provides for several different educational loan programs (collectively, the "Federal Family Education Loan Program" or "FFEL Program," and the loans originated thereunder, "Federal Family Education Loans" or "FFELP Loans"). Under the FFEL Program, state agencies or private nonprofit corporations administering student loan insurance programs ("Guaranty Agencies" or "Guarantors") are reimbursed for portions of losses sustained in connection with FFELP Loans, and holders of certain loans made under such programs are paid subsidies for owning such loans. Certain provisions of the Federal Family Education Loan Program are summarized below.

The Higher Education Act has been subject to frequent amendments and federal budgetary legislation, the most significant of which has been the passage of H.R. 4872 (the "Reconciliation Act") which terminated originations of FFELP Loans under the FFEL Program after June 30, 2010 such that all new federal student loans originated on and after July 1, 2010 are originated under the Direct Loan Program.

Federal Family Education Loans

Several types of loans were authorized as Federal Family Education Loans pursuant to the Federal Family Education Loan Program. These included: (a) loans to students meeting certain financial needs tests with respect to which the federal government makes interest payments available to reduce student interest cost during periods of enrollment ("Subsidized Stafford Loans"); (b) loans to students made without regard to financial need with respect to which the federal government does not make such interest payments ("Unsubsidized Stafford Loans" and, collectively with Subsidized Stafford Loans, "Stafford Loans"); (c) loans to graduate students, professional students, or parents of dependent students ("PLUS Loans"); and (d) loans available to borrowers with certain existing federal educational loans to consolidate repayment of such loans ("Consolidation Loans").

Generally, a FFELP Loan was made only to a United States citizen or permanent resident or otherwise eligible individual under federal regulations who (a) had been accepted for enrollment or is enrolled and is maintaining satisfactory progress at an eligible institution; (b) was carrying at least one-half of the normal full-time academic workload for the course of study the student is pursuing, as determined by such institution; (c) agreed to notify promptly the holder of the loan of any address change; (d) was not in default on any federal education loans; (e) met the applicable "need" requirements; and (f) had not committed a crime involving fraud or obtaining funds under the Higher Education Act which funds had not been fully repaid. Eligible institutions included higher educational institutions and vocational schools that complied with certain federal regulations. With certain exceptions, an institution with a cohort default rate that was equal to or greater than 25% for each of the three most recent fiscal years for which data was available was not an eligible institution under the Higher Education Act. However, beginning in fiscal year 2012, the threshold is raised from 25% to 30%.

Subsidized Stafford Loans First Disbursed On or Prior to June 30, 2010

The Higher Education Act provides for federal (a) insurance or reinsurance of eligible Subsidized Stafford Loans, (b) interest benefit payments for borrowers remitted to eligible lenders with respect to certain eligible Subsidized Stafford Loans, and (c) special allowance payments representing an additional subsidy paid by the Secretary to such holders of eligible Subsidized Stafford Loans.

Subsidized Stafford Loans are eligible for reinsurance under the Higher Education Act if the eligible student to whom the loan is made has been accepted or is enrolled in good standing at an eligible institution of higher education or vocational school and is carrying at least one-half the normal full-time workload at that institution. In connection with eligible Subsidized Stafford Loans there were limits as to the maximum amount which could be borrowed for an academic year and in the aggregate for both undergraduate and graduate/professional study. The Secretary had discretion to raise these limits to accommodate students undertaking specialized training requiring exceptionally high costs of education.

Subject to these limits, Subsidized Stafford Loans were available to borrowers in amounts not exceeding their unmet need for financing as provided in the Higher Education Act.

Unsubsidized Stafford Loans First Disbursed On or Prior to June 30, 2010

Unsubsidized Stafford Loans were available for students who did not qualify for Subsidized Stafford Loans due to parental and/or student income or assets in excess of permitted amounts. In other respects, the general requirements for Unsubsidized Stafford Loans were essentially the same as those for Subsidized Stafford Loans. The interest rate, the loan fee requirements and the special allowance payment provisions of the Unsubsidized Stafford Loans were the same as the Subsidized Stafford Loans. However, the terms of the Unsubsidized Stafford Loans differ materially from Subsidized Stafford Loans in that the Secretary does not make interest benefit payments and the loan limitations were determined without respect to the expected family contribution. The borrower is required to pay interest from the time such loan was disbursed or capitalize the interest until repayment begins.

PLUS Loan Program

The Higher Education Act authorized PLUS Loans to be made to graduate students, professional students, or parents of eligible dependent students. Only graduate students, professional students and parents who did not have an adverse credit history were eligible for PLUS Loans. The basic provisions applicable to PLUS Loans were similar to those of Stafford Loans with respect to the involvement of Guaranty Agencies and the Secretary in providing federal reinsurance on the loans. However, PLUS

Loans differ significantly from Subsidized Stafford Loans, particularly because federal interest benefit payments are not available under the PLUS Program and special allowance payments are more restricted.

Federal Direct Student Loan Program

The Student Loan Reform Act of 1993 established the Direct Loan Program. The first loans under the Direct Loan Program were made available for the 1994-1995 academic year. Under the Direct Loan Program, approved institutions of higher education, or alternative loan originators approved by the United States Department of Education (the "Department of Education"), make loans to students or parents without application to or funding from outside lenders or Guaranty Agencies. The Department of Education provides the funds for such loans, and the program provides for a variety of flexible repayment plans, including extended, graduated and income contingent repayment plans, forbearance of payments during periods of national service and consolidation under the Direct Loan Program of existing student loans. Such consolidation permits borrowers to prepay existing student loans and consolidate them into a Federal Direct Consolidation Loan under the Direct Loan Program. The Direct Loan Program also provides certain programs under which principal may be forgiven or interest rates may be reduced. Direct Loan Program repayment plans, other than income contingent plans, must be consistent with the requirements under the Higher Education Act for repayment plans under the FFEL Program. Due to the enactment of the Reconciliation Act, FFELP Loans made pursuant to the Higher Education Act will no longer be originated, and as of July 1, 2010, new federal student loans are originated solely under the Direct Loan Program.

Secretary's Temporary Loan Consolidation Authority. On March 30, 2010, the Reconciliation Act additionally temporarily granted the Secretary authority to make a Federal Direct Consolidation Loan to a borrower (a) who has one or more loans in two or more of the following categories: (i) loans made under the Direct Loan Program, (ii) loans purchased by the Secretary pursuant to the provisions described herein under "—Secretary's Temporary Authority to Purchase Stafford Loans and PLUS Loans," and (iii) loans made under the FFEL Program that are held by an eligible lender; (b) who has not yet entered repayment on one or more of such loans in any of the categories described in clause (a)(i)-(iii) herein; and (c) whose application for such Federal Direct Consolidation Loan is received by the Secretary on or after July 1, 2010 and before July 1, 2011.

Special Direct Consolidation Loans. The Department of Education announced in a letter dated October 26, 2011 on its "Information for Financial Aid Professionals" website that it will offer Special Direct Consolidation Loans to eligible borrowers from January 1, 2012 through June 30, 2012. Special Direct Consolidation Loans are intended to help borrowers manage their debt by ensuring all of their federal loans are serviced by the same entity, resulting in one bill and one payment. Borrowers will also receive an interest rate reduction on Special Direct Consolidation Loans as a repayment incentive.

Eligibility. Under the Special Direct Consolidation Loans, an eligible borrower means a borrower with at least one student loan held by the Department (a Direct Loan or a Federal Family Education Loan (FFEL) owned by the Department and serviced by one of the Department's servicers, and at least one commercially-held FFELP Loan (a FFELP Loan that is owned by a FFEL lender and serviced either by that lender or by a servicer contracted by that lender). Only the commercially-held FFELP Loan s are eligible for consolidation under the Special Direct Consolidation Loans. The commercially-held FFELP Loan s include: (1) FFEL Subsidized and Unsubsidized Stafford Loans, (2) FFEL PLUS Loans (both those taken out by graduate/professional students and those taken out by a parent to pay for the costs of an undergraduate student), and (3) FFEL Consolidation Loans. These loans must be in grace, repayment, deferment, or forbearance.

Interest Rates. If the borrower consolidates into a Special Direct Consolidation Loan, the borrower will receive a 0.25% interest rate reduction from the current interest rate on such commercially-held FFELP Loan (s) as of the date of consolidation. The interest rate will be fixed for the life of the loan and cannot exceed 8.25%.

Repayment. Under the Special Direct Consolidation Loans, the following repayment plans are provided: (1) Standard Repayment Plan, (2) Graduated Repayment Plan, (3) Extended Repayment Plan, (4) Income-Contingent Repayment (ICR) Plan, and (5) Income-Based Repayment (IBR) Plan. However, the repayment plan does not start over when the borrower receives a Special Direct Consolidation Loan. Instead, each consolidated commercially-held FFELP Loan will retain its original repayment term. For example, if the borrower had made three years of loan payments on a 10 year standard repayment plan prior to consolidating a Federal Stafford Loan and the borrower chooses the Standard Repayment Plan for the Special Direct Consolidation Loan, the borrower's repayment term would continue to be 7 years. Also, if the Special Direct Consolidation Loan includes a parent Federal PLUS Loans, or Federal Consolidation Loans that repaid parent PLUS loans, that portion of the borrower's consolidation loan may not be repaid under the IBR plan. However, the borrower has the option of paying that portion of the loan under the ICR plan.

Public Service Loan Forgiveness Program (the "PSLF Program"). By consolidating the commercially-held FFELP loans into a Special Direct Consolidation Loan, those loans become Direct Loans, and become eligible for the PSLF Program if the borrower meets the PSLF Program's requirements. Under the PSLF Program, the borrower may qualify for forgiveness of the remaining balance due on the eligible Direct Loans after the borrower makes 120 payments on those loans under certain repayment plans while employed full time by certain public service employers.

The Consolidation Loan Program

The Higher Education Act authorized a program under which certain borrowers could consolidate their various student loans into a single loan insured and reinsured on a basis similar to Subsidized Stafford Loans. The authority to make such Consolidation Loans expired on June 30, 2010. Consolidation Loans were made in an amount sufficient to pay outstanding principal, unpaid interest and late charges on certain federally insured or reinsured student loans incurred under and pursuant to the Federal Family Education Loan Program (other than Parent PLUS Loans) selected by the borrower, as well as loans made pursuant to the Perkins Loan Program, the Health Professions Student Loan Programs and the Direct Loan Program. Consolidation Loans made pursuant to the Direct Loan Program must conform to the eligibility requirements for Consolidation Loans under the Federal Family Education Loan Program. The borrowers could have been either in repayment status or in a grace period preceding repayment, but the borrower could not still be in school. Delinquent or defaulted borrowers were eligible to obtain Consolidation Loans if they agree to re-enter repayment through loan consolidation. Borrowers were permitted to add additional loans to a Consolidation Loan during the 180-day period following origination of the Consolidation Loan. Further, a married couple who agreed to be jointly and severally liable was treated as one borrower for purposes of loan consolidation eligibility. A Consolidation Loan is federally insured or reinsured only if such loan is made in compliance with the requirements of the Higher Education Act.

The Higher Education Act authorizes the Secretary to offer the borrower a Direct Consolidation Loan with repayment provisions authorized under the Higher Education Act and terms consistent with a Consolidation Loan made pursuant to the FFEL Program. In addition, the Secretary may offer the borrower of a Consolidation Loan a Direct Consolidation Loan for one of three purposes: (a) providing

the borrower with an income contingent repayment plan (or income-based repayment plan as of July 1, 2009) if the borrower's delinquent loan has been submitted to a Guaranty Agency for default aversion (or, as of July 1, 2009, if the loan is already in default); (b) allowing the borrower to participate in a public service loan forgiveness program offered under the Direct Loan Program or (c) allowing the borrower to use the no accrual of interest for active duty service members benefit offered under the Direct Loan Program for not more than sixty months for loans first disbursed on or after October 1, 2008. In order to participate in the public service loan forgiveness program, the borrower must not have defaulted on the Direct Loan; must have made 120 monthly payments on the Direct Loan after October 1, 2007 under certain income based repayment plans, a standard 10-year repayment plan for certain Direct Loans, or a certain income contingent repayment plan; and must be employed in a public service job at the time of forgiveness and during the period in which the borrower makes each of his 120 monthly payments. A public service job is defined broadly and includes working at an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, as amended and restated (the "IRC"), which is exempt from taxation under Section 501(a) of the IRC. No borrower may, however, receive a reduction of loan obligations under both the public service loan forgiveness program offered under the Direct Loan Program and the following programs: (a) the loan forgiveness program for teachers offered under both the FFEL Program and the Direct Loan Program, (b) the loan forgiveness program for service in areas of national need offered under the FFEL Program and (c) the loan repayment program for civil legal assistance attorneys offered under the FFEL Program.

Interest Rates

Subsidized and Unsubsidized Stafford Loans. Subsidized and Unsubsidized Stafford Loans made on or after October 1, 1998 but before July 1, 2006 which are in in-school, grace and deferment periods bear interest at a rate equivalent to the 91-day T-Bill rate plus 1.70%, with a maximum rate of 8.25%. Subsidized Stafford Loans and Unsubsidized Stafford Loans made on or after October 1, 1998 but before July 1, 2006 in all other payment periods bear interest at a rate equivalent to the 91-day T-Bill rate plus 2.30%, with a maximum rate of 8.25%. The rate is adjusted annually on July 1.

Subsidized Stafford Loans disbursed on or after July 1, 2006 and before July 1, 2010 bear interest at progressively lowered rates described below. Subsidized Stafford Loans made on or after July 1, 2006 but before July 1, 2008 bear interest at a rate equal to 6.80% per annum. Subsidized Stafford Loans made on or after July 1, 2008 but before July 1, 2009 bear interest at a rate equal to 6.00% per annum. Subsidized Stafford Loans made on or after July 1, 2009 but before July 1, 2010 bear interest at a rate equal to 5.60% per annum.

Unsubsidized Stafford Loans made on or after July 1, 2006 and before July 1, 2010 bear interest at a rate equal to 6.80% per annum.

PLUS Loans. PLUS Loans made on or after October 1, 1998 but before July 1, 2006 bear interest at a rate equivalent to the 91-day T-Bill rate plus 3.10%, with a maximum rate of 9.00%. The rate is adjusted annually on July 1. PLUS Loans made on or after July 1, 2006 and before July 1, 2010 bear interest at a rate equal to 8.50% per annum.

Consolidation Loans. Consolidation Loans for which the application was received by an eligible lender on or after October 1, 1998 and that was disbursed before July 1, 2010 bear interest at a fixed rate equal to the lesser of (a) the weighted average of the interest rates on the loans consolidated, rounded upward to the nearest one-eighth of 1.00% or (b) 8.25%.

Servicemembers Civil Relief Act – 6.00% Interest Rate Limitation. As of August 14, 2008, FFELP Loans (or HEAL loans) incurred by a servicemember, or by a servicemember and the

servicemember's spouse jointly, before the servicemember enters military service may not bear interest at a rate in excess of 6.00% during the period of military service. It is not clear at this time, however, if this interest rate limitation applies to a servicemember's already existing student loans or only to new student loans incurred by the servicemember on or after August 14, 2008 but prior to the servicemember's military service.

Loan Disbursements

The Higher Education Act generally required that Stafford Loans and PLUS Loans made to cover multiple enrollment periods, such as a semester, trimester, or quarter, be disbursed by eligible lenders in at least two separate disbursements. The Higher Education Act also generally required that the first installment of such loans made to a student who is entering the first year of a program of undergraduate education and who has not previously obtained a FFEL Program loan (a "First FFEL Student") must be presented by the institution to the student 30 days after the First FFEL Student begins a course of study. However, certain institutions whose cohort default rate was less than 10% prior to October 1, 2011 and less than 15% on or after October 1, 2011 for each of the three most recent fiscal years for which data was available may (a) disburse any such loan made in a single installment for any period of enrollment that was not more than a semester, trimester, quarter, or 4 months and (b) deliver any such loan that was to be made to a First FFEL Student prior to the end of the 30-day period after the First FFEL Student begins his or her course of study at the institution.

Loan Limits

A Stafford Loan borrower was permitted to receive a subsidized loan, an unsubsidized loan, or a combination of both for an academic period. Generally, the maximum amount of Stafford Loans, made prior to July 1, 2007, for an academic year was not permitted to exceed $2,625 for the first year of undergraduate study, $3,500 for the second year of undergraduate study and $5,500 per year for the remainder of undergraduate study. The maximum amount of Stafford Loans, made on or after July 1, 2007, for an academic year was not permitted to exceed $3,500 for the first year of undergraduate study and $4,500 for the second year of undergraduate study. The aggregate limit for undergraduate study was $23,000 (excluding PLUS Loans). Dependent undergraduate students were permitted to receive an additional unsubsidized Stafford Loan of up to $2,000 per academic year, with an aggregate maximum of $31,000. Independent undergraduate students may receive an additional Unsubsidized Stafford Loan of up to $6,000 per academic year for the first two years and up to $7,000 per academic year thereafter, with an aggregate maximum of $57,500. The maximum amount of subsidized loans for an academic year for graduate students is $8,500. Graduate students were permitted to borrow an additional Unsubsidized Stafford Loan of up to $12,000 per academic year. The Secretary had discretion to raise these limits by regulation to accommodate highly specialized or exceptionally expensive courses of study.

The total amount of all PLUS Loans that (a) parents were permitted to borrow on behalf of each dependent student or (b) graduate or professional students were permitted to borrow for any academic year was not allowed to exceed the student's estimated cost of attendance minus other financial assistance for that student as certified by the eligible institution which the student attends.

Repayment

General. Repayment of principal on a Stafford Loan does not commence while a student remains a qualified student, but generally begins six months after the date a borrower ceases to pursue at least a half time course of study (the six month period is the "Grace Period"). Repayment of interest on an Unsubsidized Stafford Loan begins immediately upon disbursement of the loan; however, the lender may capitalize the interest until repayment of principal is scheduled to begin. Except for certain borrowers as

described below, each loan generally must be scheduled for repayment over a period of not more than 10 years after the commencement of repayment. The Higher Education Act currently requires minimum annual payments of $600, including principal and interest, unless the borrower and the lender agree to lesser payments. Regulations of the Secretary require lenders to offer borrowers standard, graduated, income-sensitive, or, as of July 1, 2009 for certain eligible borrowers, income-based repayment plans. Use of income-based repayment plans may extend the ten-year maximum term.

Effective July 1, 2009, a new income-based repayment plan became available to certain FFEL Program borrowers and Direct Loan Program borrowers. To be eligible to participate in the plan, the borrower's annual amount due on loans made to a borrower prior to July 1, 2010 with respect to FFEL Program borrowers and prior to July 1, 2014 with respect to Direct Loan Program borrowers (as calculated under a standard 10-year repayment plan for such loans) must exceed 15% of the result obtained by calculating the amount by which the borrower's adjusted gross income (and the borrower's spouse's adjusted gross income, if applicable) exceeds 150% of the poverty line applicable to the borrower's family size. With respect to any loan made to a new Direct Loan Program borrower on or after July 1, 2014, the borrower's annual amount due on such loans (as calculated under a standard 10-year repayment plan for such loans) must exceed 10% of the result obtained by calculating the amount by which the borrower's adjusted gross income (and the borrower's spouse's adjusted gross income, if applicable) exceeds 150% of the poverty line applicable to the borrower's family size. Such a borrower may elect to have his payments limited to the monthly amount of the above-described result. Furthermore, the borrower is permitted to repay his loans over a term greater than 10 years. The Secretary will repay any outstanding principal and interest on eligible FFEL Program loans and cancel any outstanding principal and interest on eligible Direct Loan Program loans for borrowers who participated in the new income-based repayment plan and, for a period of time prescribed by the Secretary (but not more than 25 years for a borrower whose loan was made prior to July 1, 2010 with respect to FFEL Program loans and prior to July 1, 2014 with respect to Direct Loan Program loans and not more than 20 years for a Direct Loan Program borrower whose loan was made on or after July 1, 2014), have (a) made certain reduced monthly payments under the income-based repayment plan; (b) made certain payments based on a 10-year repayment period when the borrower first made the election to participate in the income-based repayment plan; (c) made certain payments based on a standard 10-year repayment period; (d) made certain payments under an income-contingent repayment plan for certain Direct Loan Program loans; or (e) have been in an economic hardship deferment.

Borrowers of Subsidized Stafford Loans and of the subsidized portion of Consolidation Loans, and borrowers of similar subsidized loans under the Direct Loan Program receive additional benefits under the new income-based repayment program: the Secretary will pay any unpaid interest due on the borrower's subsidized loans for up to three years after the borrower first elects to participate in the new income-based repayment plan (excluding any periods where the borrower has obtained economic hardship deferment). For both subsidized and unsubsidized loans, interest is capitalized when the borrower either ends his participation in the income-based repayment program or begins making certain payments under the program calculated for those borrowers whose financial hardship has ended.

PLUS Loans enter repayment on the date the last disbursement is made on the loan. Interest accrues and is due and payable from the date of the first disbursement of the loan. The first payment is due within 60 days after the loan is fully disbursed, subject to deferral. For parent borrowers whose loans were first disbursed on or after July 1, 2008, it is possible, upon the request of the parent, to begin repayment on the later of (a) six months and one day after the student for whom the loan is borrowed ceases to carry at least one-half of the normal full-time academic workload (as determined by the school) and (b) if the parent borrower is also a student, six months and one day after the date such parent borrower ceases to carry at least one-half such a workload. Similarly, graduate and professional student borrowers whose loans were first disbursed on or after July 1, 2008 may begin repayment six months and

one day after such student ceases to carry at least one-half the normal full-time academic workload (as determined by the school). Repayment plans are the same as in the Subsidized and Unsubsidized Stafford Loan Program for all PLUS Loans except those PLUS Loans which are made, insured, or guaranteed on behalf of a dependent student; such excepted PLUS Loans are not eligible for the income-based repayment plan which became effective on July 1, 2009. Furthermore, eligible lenders were permitted to determine for all PLUS Loan borrowers (a) whose loans were first disbursed on or after July 1, 2008 that extenuating circumstances exist if between January 1, 2007 through December 31, 2009, a PLUS Loan applicant (1) is or has been delinquent for 180 days or less on the borrower's residential mortgage loan payments or on medical bills, and (2) does not otherwise have an adverse credit history, as determined by the lender in accordance with the regulations promulgated under the Higher Education Act prior to May 7, 2008 and (b) whose loans were first disbursed prior to July 1, 2008 that extenuating circumstances exist if between January 1, 2007 through December 31, 2009, a PLUS Loan applicant (1) is or has been delinquent for 180 days or less on the borrower's residential mortgage loan or on medical bills and (2) is not and has not been delinquent on the repayment of any other debt for more than 89 days during the period.

Consolidation Loans enter repayment on the date the loan is disbursed. The first payment is due within 60 days after all holders of the loan have discharged the liabilities of the borrower on the loan selected for consolidation. Consolidation Loans which are not being paid pursuant to income-sensitive repayment plans (or, as of July 1, 2009, income-based repayment plans) must generally be repaid during a period agreed to by the borrower and lender, subject to maximum repayment periods which vary depending upon the principal amount of the borrower's outstanding student loans (but no longer than 30 years). Consolidation Loans may also be repaid pursuant to the new income-based repayment plan which became effective on July 1, 2009. However, Consolidation Loans which have been used to repay a PLUS Loan that has been made, insured, or guaranteed on behalf of a dependent student were not eligible for this new income-based repayment plan.

FFEL Program borrowers who accumulate outstanding FFELP Loans on or after October 7, 1998 totaling more than $30,000 were permitted to receive an extended repayment plan, with a fixed annual or graduated payment amount paid over a longer period of time, not to exceed 25 years. A borrower may accelerate principal payments at any time without penalty. Once a repayment plan is established, the borrower may annually change the selection of the plan.

Deferment and Forbearance Periods. No principal repayments need to be made during certain periods prescribed by the Higher Education Act ("Deferment Periods") but interest accrues and must be paid. Generally, Deferment Periods include periods (a) when the borrower has returned to an eligible educational institution on a half-time basis or is pursuing studies pursuant to an approved graduate fellowship or an approved rehabilitation training program for disabled individuals; (b) not in excess of three years while the borrower is seeking and unable to find full-time employment; (c) while the borrower is serving on active duty during a war or other military operation or national emergency, is performing qualifying National Guard duty during a war or other military operation or national emergency, and for 180 days following the borrower's demobilization date for the above-described services; (d) during the 13 months following service if the borrower is a member of the National Guard, a member of a reserve component of the military, or a retired member of the military who (i) is called or ordered to active duty, and (ii) is or was enrolled within six months prior to the activation at an eligible educational institution; (e) if the borrower is in active military duty, or is in reserve status and called to active duty; and (f) not in excess of three years for any reason which the lender determines, in accordance with regulations, has caused or will cause the borrower economic hardship. Deferment periods extend the maximum repayment periods. Under certain circumstances, a lender may also allow periods of forbearance ("Forbearance") during which the borrower may defer payments because of temporary financial hardship. The Higher Education Act specifies certain periods during which Forbearance is mandatory. Mandatory

Forbearance periods include, but are not limited to, periods during which the borrower is (i) participating in a medical or dental residency and is not eligible for deferment; (ii) serving in a qualified medical or dental internship program or certain national service programs; or (iii) determined to have a debt burden of certain federal loans equal to or exceeding 20% of the borrower's gross income. In other circumstances, Forbearance may be granted at the lender's option. Forbearance also extends the maximum repayment periods.

Master Promissory Notes

Since July 2000, all lenders were required to use a master promissory note (the "MPN") for new Stafford Loans. Unless otherwise notified by the Secretary, each institution of higher education that participated in the FFEL Program was permitted to use a master promissory note for FFELP Loans. The MPN permitted a borrower to obtain future loans without the necessity of executing a new promissory note. Borrowers were not, however, required to obtain all of their future loans from their original lender, but if a borrower obtained a loan from a lender which did not presently hold a MPN for that borrower, that borrower was be required to execute a new MPN. A single borrower may have several MPNs evidencing loans to multiple lenders. If multiple loans have been advanced pursuant to a single MPN, any or all of those loans may be individually sold by the holder of the MPN to one or more different secondary market purchasers.

Interest Benefit Payments

The Secretary is to pay interest on Subsidized Stafford Loans while the borrower is a qualified student, during a Grace Period or during certain Deferment Periods. In addition, those portions of Consolidation Loans that repay Subsidized Stafford Loans or similar subsidized loans made under the Direct Loan Program are eligible for interest benefit payments. The Secretary is required to make interest benefit payments to the holder of Subsidized Stafford Loans in the amount of interest accruing on the unpaid balance thereof prior to the commencement of repayment or during any Deferment Period. The Higher Education Act provides that the holder of an eligible Subsidized Stafford Loan, or the eligible portions of Consolidation Loans, shall be deemed to have a contractual right against the United States to receive interest benefit payments in accordance with its provisions.

Special Allowance Payments

The Higher Education Act provides for special allowance payments to be made by the Secretary to eligible lenders. The rates for special allowance payments are based on formulas that differ according to the type of loan, the date the loan was first disbursed, the interest rate and the type of funds used to finance such loan (tax-exempt or taxable). Loans made or purchased with funds obtained by the holder from the issuance of tax exempt obligations issued prior to October 1, 1993 have an effective minimum rate of return of 9.50%. Amounts derived from recoveries of principal on loans made prior to October 1, 1993 may only be used to originate or acquire additional loans by a unit of a state or local government, or non-profit entity not owned or controlled by or under common ownership of a for-profit entity and held directly or through any subsidiary, affiliate or trustee, which entity has a total unpaid balance of principal equal to or less than $100,000,000 on loans for which special allowances were paid in the most recent quarterly payment prior to September 30, 2005. Such entities were permitted to originate or acquire additional loans with amounts derived from recoveries of principal until December 31, 2010. The special allowance payments payable with respect to eligible loans acquired or funded with the proceeds of tax-exempt obligations issued after September 30, 1993 are equal to those paid to other lenders.

Public Law 112-74, dated December 23, 2011, amended the Higher Education Act, reflecting financial market conditions, to allow FFELP lenders to make an affirmative election to permanently

change the index for Special Allowance Payment calculations on all FFELP loans in the lender's portfolio (with certain limited exceptions) disbursed after January 1, 2000 from the Three Month Commercial Paper Rate (as hereafter defined) to the One Month LIBOR Rate (as hereafter defined), commencing with the Special Allowance Payment calculations for the calendar quarter beginning on April 1, 2012. Such election to permanently change the index for Special Allowance Payment calculations was required to be made by April 1, 2012 and required a waiver of all contractual, statutory or other legal rights to the Special Allowance Payment calculation formula in effect at the time the loans were first disbursed.

Subject to the foregoing, the formulas for special allowance payment rates for Subsidized and Unsubsidized Stafford Loans are summarized in the following chart. The term "T-Bill" as used in this table and the following table, means the average 91-day Treasury bill rate calculated at a "bond equivalent rate" in the manner applied by the Secretary as referred to in Section 438 of the Higher Education Act. The term "Three Month Commercial Paper Rate" means the 90-day commercial paper index calculated quarterly and based on an average of the daily 90-day commercial paper rates reported in the Federal Reserve's Statistical Release H-15. The term "One Month LIBOR Rate" means the one-month London Interbank Offered Rate for United States dollars in effect for each of the days in such quarter as compiled and released by the British Bankers Association.

Date of Loans	**Annualized SAP Rate**
On or after October 1, 1992	T-Bill Rate less Applicable Interest Rate + 3.10%
On or after July 1, 1995	T-Bill Rate less Applicable Interest Rate + 3.10% [1]
On or after July 1, 1998	T-Bill Rate less Applicable Interest Rate + 2.80% [2]
On or after January 1, 2000 (and before July 1, 2010)	Three Month Commercial Paper Rate* less Applicable Interest Rate + 2.34% [3]
On or after October 1, 2007 and before July 1, 2010 if an eligible not-for-profit lender (or an eligible lender trustee on its behalf) is the holder of the loan	Three Month Commercial Paper Rate* less Applicable Interest Rate + 1.94% [4]
On or after October 1, 2007 and before July 1, 2010 if an eligible lender other than an eligible not-for-profit lender (or an eligible lender trustee on its behalf) is the holder of the loan	Three Month Commercial Paper Rate* less Applicable Interest Rate + 1.79% [5]

*Substitute "One Month LIBOR Rate" for "Three Month Commercial Paper Rate" in this formula where lenders made the affirmative election by no later than April 1, 2012 under Public Law 112-74, dated December 23, 2011, to permanently change the index for Special Allowance Payment calculations for all loans in the lender's portfolio.

[1] Substitute 2.50% in this formula while such loans are in the in-school or grace period.

[2] Substitute 2.20% in this formula while such loans are in the in-school or grace period.

[3] Substitute 1.74% in this formula while such loans are in the in-school or grace period.

[4] Substitute 1.34% in this formula while such loans are in the in-school or grace period.

[5] Substitute 1.19% in this formula while such loans are in the in-school or grace period.

The formulas for special allowance payment rates for PLUS Loans are as follows:

Date of Loans	Annualized SAP Rate
On or after October 1, 1992	T-Bill Rate less Applicable Interest Rate + 3.10%
On or after January 1, 2000 (and before July 1, 2010)	Three Month Commercial Paper Rate* less Applicable Interest Rate +2.64%
On or after October 1, 2007 and before July 1, 2010 if an eligible not-for-profit lender (or an eligible lender trustee on its behalf) is the holder of the loan	Three Month Commercial Paper Rate* less Applicable Interest Rate + 1.94%
On or after October 1, 2007 and before July 1, 2010 if an eligible lender other than an eligible not-for-profit lender (or an eligible lender trustee on its behalf) is the holder of the loan	Three Month Commercial Paper Rate* less Applicable Interest Rate + 1.79%

*Substitute "One Month LIBOR Rate" for "Three Month Commercial Paper Rate" in this formula where lenders made the affirmative election by no later than April 1, 2012 under Public Law 112-74, dated December 23, 2011, to permanently change the index for Special Allowance Payment calculations for all loans in the lender's portfolio.

The formulas for special allowance payment rates for Consolidation Loans are as follows:

Date of Loans	Annualized SAP Rate
On or after October 1, 1992	T-Bill Rate less Applicable Interest Rate + 3.10%
On or after January 1, 2000 (and before July 1, 2010)	Three Month Commercial Paper Rate* less Applicable Interest Rate + 2.64%
On or after October 1, 2007 and before July 1, 2010 if an eligible not-for-profit lender (or an eligible lender trustee on its behalf) is the holder of the loan	Three Month Commercial Paper Rate* less Applicable Interest Rate + 2.24%
On or after October 1, 2007 and before July 1, 2010 if an eligible lender other than an eligible not-for-profit lender (or an eligible lender trustee on its behalf) is the holder of the loan	Three Month Commercial Paper Rate* less Applicable Interest Rate + 2.09%

*Substitute "One Month LIBOR Rate" for "Three Month Commercial Paper Rate" in this formula where lenders made the affirmative election by no later than April 1, 2012 under Public Law 112-74, dated December 23, 2011, to permanently change the index for Special Allowance Payment calculations for all loans in the lender's portfolio.

Special allowance payments are generally payable, with respect to variable rate FFELP Loans to which a maximum borrower interest rate applies, only when the maximum borrower interest rate is in effect. The Secretary offsets interest benefit payments and special allowance payments by the amount of origination fees and lender loan fees described in the following section.

The Higher Education Act provides that a holder of a qualifying loan who is entitled to receive special allowance payments has a contractual right against the United States to receive those payments during the life of the loan. Receipt of special allowance payments, however, is conditioned on the

eligibility of the loan for federal insurance or reinsurance benefits. Such eligibility may be lost due to violations of federal regulations or Guaranty Agencies' requirements.

The Higher Education Act provides that for FFELP Loans first disbursed on or after April 1, 2006 and before July 1, 2010, lenders must remit to the Secretary any interest paid by a borrower which is in excess of the special allowance payment rate set forth above for such loans.

Loan Fees

Insurance Premium. For loans guaranteed before July 1, 2006, a Guaranty Agency was authorized to charge a premium, or guarantee fee, of up to 1.00% of the principal amount of the loan, which may be deducted proportionately from each installment of the loan. Generally, Guaranty Agencies had waived this fee since 1999. For loans guaranteed on or after July 1, 2006 that are first disbursed before July 1, 2010, a federal default fee equal to 1.00% of principal was required to be paid into such Guaranty Agency's Federal Student Loan Reserve Fund (hereinafter defined as the "Federal Fund").

Origination Fee. Lenders were authorized to charge borrowers of Subsidized Stafford Loans and Unsubsidized Stafford Loans an origination fee in an amount not to exceed: 3.00% of the principal amount of the loan for loans disbursed prior to July 1, 2006; 2.00% of the principal amount of the loan for loans disbursed on or after July 1, 2006 and before July 1, 2007; 1.50% of the principal amount of the loan for loans disbursed on or after July 1, 2007 and before July 1, 2008; 1.00% of the principal amount of the loan for loans disbursed on or after July 1, 2008 and before July 1, 2009; and 0.50% of the principal amount of the loan for loans disbursed on or after July 1, 2009 and before July 1, 2010. The Secretary is authorized to charge borrowers of Direct Loans 4.00% of the principal amount of the loan for loans disbursed prior to February 8, 2006. A lender was permitted to charge a lesser origination fee to Stafford Loan borrowers so long as the lender does so consistently with respect to all borrowers who reside in or attend school in a particular state. For borrowers of Direct Loans other than Federal Direct Consolidation Loans and Federal Direct PLUS Loans, the Secretary may charge such borrowers as follows: 3.00% of the principal amount of the loan for loans disbursed on or after February 8, 2006 and before July 1, 2007; 2.50% of the principal amount of the loan for loans disbursed on or after July 1, 2007 and before July 1, 2008; 2.00% of the principal amount of the loan for loans disbursed on or after July 1, 2008 and before July 1, 2009; 1.50% of the principal amount of the loan for loans disbursed on or after July 1, 2009 and before July 1, 2010; and 1.00% of the principal amount of the loan for loans disbursed on or after July 1, 2010. These fees must be deducted proportionately from each installment payment of the loan proceeds prior to payment to the borrower. The lenders must pass the origination fees received under the FFEL Program on to the Secretary.

Lender Loan Fee. The lender of any FFELP Loan was required to pay to the Secretary an additional origination fee equal to 0.50% of the principal amount of the loan for loans first disbursed on or after October 1, 1993, but prior to October 1, 2007. For all loans first disbursed on or after October 1, 2007 and before July 1, 2010, the lender was required to pay an additional origination fee equal to 1.00% of the principal amount of the loan.

The Secretary collects from the lender or subsequent holder of the loan the maximum origination fee authorized (regardless of whether the lender actually charges the borrower) and the lender loan fee, either through reductions in interest benefit payments or special allowance payments or directly from the lender or holder of the loan.

Rebate Fee on Consolidation Loans. The holder of any Consolidation Loan for which the first disbursement was made on or after October 1, 1993, is required to pay to the Secretary a monthly fee equal to .0875% (1.05% per annum) of the principal amount plus accrued unpaid interest on the loan.

However, for Consolidation Loans for which applications were received from October 1, 1998 to January 31, 1999, inclusive, the monthly rebate fee is approximately equal to .0517% (.62% per annum) of the principal amount plus accrued interest on the loan.

Insurance and Guarantees

A Guaranty Agency guarantees Federal Family Education Loans made to students or parents of students by eligible lenders. A Guaranty Agency generally purchases defaulted student loans which it has guaranteed with its reserve fund (as described under "—Guarantor Reserves"). A Federal Family Education Loan is considered to be in default for purposes of the Higher Education Act when the borrower fails to make an installment payment when due, or to comply with other terms of the loan, and if the failure persists for 270 days in the case of a loan repayable in monthly installments or for 330 days in the case of a loan repayable in less frequent installments. If the loan is guaranteed by a Guarantor in accordance with the provisions of the Higher Education Act, the Guarantor is to pay the holder a percentage of such amount of the loss subject to a reduction (as described in 20 U.S.C. §1075(b)) within 90 days of notification of such default. The default claim package submitted to a Guaranty Agency must include all information and documentation required under the Federal Family Education Loan Program regulations and such Guaranty Agency's policies and procedures.

The Higher Education Act gives the Secretary of Education various oversight powers over the Guaranty Agencies. These include requiring a Guaranty Agency to maintain its reserve fund at a certain required level and taking various actions relating to a Guaranty Agency if its administrative and financial condition jeopardizes its ability to meet its obligations.

Federal Insurance. The Higher Education Act provides that, subject to compliance with such Act, the full faith and credit of the United States is pledged to the payment of insurance claims and ensures that such reimbursements are not subject to reduction. In addition, the Higher Education Act provides that if a Guarantor is unable to meet its insurance obligations, holders of loans may submit insurance claims directly to the Secretary until such time as the obligations are transferred to a new Guarantor capable of meeting such obligations or until a successor Guarantor assumes such obligations. Federal reimbursement and insurance payments for defaulted loans are paid from the student loan insurance fund established under the Higher Education Act. The Secretary is authorized, to the extent provided in advance by appropriations acts, to issue obligations to the Secretary of the Treasury to provide funds to make such federal payments.

Guarantees. If the loan is guaranteed by a Guarantor in accordance with the provisions of the Higher Education Act, the eligible lender is reimbursed by the Guarantor for a statutorily set percentage (100% for loans first disbursed prior to October 1, 1993, 98% for loans first disbursed on or after October 1, 1993 and prior to July 1, 2006 and 97% for loans first disbursed on or after July 1, 2006 but before July 1, 2010) of the unpaid principal balance of the loan plus accrued unpaid interest on any defaulted loan so long as the eligible lender has properly serviced such loan. Under the Higher Education Act, the Secretary enters into a guarantee agreement and a reinsurance agreement (the "Guarantee Agreements") with each Guarantor which provides for federal reimbursement for amounts paid to eligible lenders by the Guarantor with respect to defaulted loans.

Guarantee Agreements. Pursuant to the Guarantee Agreements, the Secretary is to reimburse a Guarantor for the amounts expended in connection with a claim resulting from the death of a borrower; bankruptcy of a borrower; total and permanent disability of a borrower (including those borrowers who have been determined by the Secretary of Veterans Affairs to be unemployable due to a service-connected condition); inability of a borrower to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death, has lasted

continuously for at least 60 months, or can be expected to last continuously for at least 60 months; the death of a student whose parent is the borrower of a PLUS Loan; certain claims by borrowers who are unable to complete the programs in which they are enrolled due to school closure; borrowers whose borrowing eligibility was falsely certified by the eligible institution; or the amount of an unpaid refund due from the school to the lender in the event the school fails to make a required refund. Such claims are not included in calculating a Guarantor's claims rate experience for federal reimbursement purposes. Generally, educational loans are non-dischargeable in bankruptcy unless the bankruptcy court determines that the debt will impose an undue hardship on the borrower and the borrower's dependents. Further, the Secretary is to reimburse a Guarantor for any amounts paid to satisfy claims not resulting from death, bankruptcy, or disability subject to reduction as described below. See "Education Loans Generally Not Subject to Discharge in Bankruptcy" herein.

The Secretary may terminate Guarantee Agreements if the Secretary determines that termination is necessary to protect the federal financial interest or to ensure the continued availability of loans to student or parent borrowers. Upon termination of such Guarantee Agreements, the Secretary is authorized to provide the Guarantor with additional advance funds with such restrictions on the use of such funds as is determined appropriate by the Secretary, in order to meet the immediate cash needs of the Guarantor, ensure the uninterrupted payment of claims, or ensure that the Guarantor will make loans as the lender-of-last-resort. On May 7, 2008, Treasury funds were further authorized to be appropriated for emergency advances to Guarantors to ensure such Guarantors are able to act as lenders-of-last-resort and to assist Guarantors with immediate cash needs, claims, or any demands for loans under the lender-of-last-resort program.

If the Secretary has terminated or is seeking to terminate Guarantee Agreements, or has assumed a Guarantor's functions, notwithstanding any other provision of law: (a) no state court may issue an order affecting the Secretary's actions with respect to that Guarantor; (b) any contract entered into by the Guarantor with respect to the administration of the Guarantor's reserve funds or assets purchased or acquired with reserve funds shall provide that the contract is terminable by the Secretary upon 30 days' notice to the contracting parties if the Secretary determines that such contract includes an impermissible transfer of the reserve funds or assets or is inconsistent with the terms or purposes of the Higher Education Act; and (c) no provision of state law shall apply to the actions of the Secretary in terminating the operations of the Guarantor. Finally, notwithstanding any other provision of law, the Secretary's liability for any outstanding liabilities of a Guarantor (other than outstanding student loan guarantees under the Higher Education Act), the functions of which the Secretary has assumed, shall not exceed the fair market value of the reserves of the Guarantor, minus any necessary liquidation or other administrative costs.

Reimbursement. The amount of a reimbursement payment on defaulted loans made by the Secretary to a Guarantor is subject to reduction based upon the annual claims rate of the Guarantor calculated to equal the amount of federal reimbursement as a percentage of the original principal amount of originated or guaranteed loans in repayment on the last day of the prior fiscal year. The claims experience is not accumulated from year to year, but is determined solely on the basis of claims in any one federal fiscal year compared with the original principal amount of loans in repayment at the beginning of that year. The formula for reimbursement amounts is summarized below:

Claims Rate	**Guarantor Reinsurance Rate for Loans made prior to October 1, 1993**	**Guarantor Reinsurance Rate for Loans made between October 1, 1993 and September 30, 1998**	**Guarantor Reinsurance Rate for Loans made on or after October 1, 1998 and prior to July 1, 2010[1]**
0% up to 5%	100%	98%	95%
5% up to 9%	100% of claims up to 5%; and 90% of claims 5% and over	98% of claims up to 5%; and 88% of claims 5% and over	95% of claims up to 5% and 85% of claims 5% and over
9% and over	100% of claims up to 5%; 90% of claims 5% up to 9%; 80% of claims 9% and over	98% of claims up to 5%; 88% of claims 5% up to 9%; 78% of claims 9% and over	95% of claims up to 5%, 85% of claims 5% up to 9%; 75% of claims 9% and over

[1] Student loans made pursuant to the lender-of-last resort program have an amount of reinsurance equal to 100%; student loans transferred by an insolvent Guarantor have an amount of reinsurance ranging from 80% to 100%.

The amount of loans guaranteed by a Guarantor which are in repayment for purposes of computing reimbursement payments to a Guarantor means the original principal amount of all loans guaranteed by a Guarantor less: (a) guarantee payments on such loans, (b) the original principal amount of such loans that have been fully repaid, and (c) the original amount of such loans for which the first principal installment payment has not become due.

In addition, the Secretary may withhold reimbursement payments if a Guarantor makes a material misrepresentation or fails to comply with the terms of its agreements with the Secretary or applicable federal law. A supplemental guarantee agreement is subject to annual renegotiation and to termination for cause by the Secretary.

Under the Guarantee Agreements, if a payment by the borrower on a FFELP Loan guaranteed by a Guarantor is received after reimbursement by the Secretary, the Secretary is entitled to receive an equitable share of the borrower's payment. The Secretary's equitable share of the borrower's payment equals the amount remaining after the Guarantor has deducted from such payment: (a) the percentage amount equal to the complement of the reinsurance percentage in effect when payment under the Guarantee Agreement was made with respect to the loan and (b) as of October 1, 2007, 16% of the borrower's payments (to be used for the Guarantor's Operating Fund (hereinafter defined)). The percentage deduction for use of the borrower's payments for the Guarantor's Operating Fund varied prior to October 1, 2007: from October 1, 2003 through and including September 30, 2007, the percentage in effect was 23% and prior to October 1, 2003, the percentage in effect was 24%. The Higher Education Act further provides that on or after October 1, 2006, a Guarantor may not charge a borrower collection costs in an amount in excess of 18.50% of the outstanding principal and interest of a defaulted loan that is paid off through consolidation by the borrower; provided that the Guarantor must remit to the Secretary a portion of the collection charge equal to 8.50% of the outstanding principal and interest of the defaulted loan. In addition, on or after October 1, 2009, a Guarantor must remit to the Secretary any collection fees on defaulted loans paid off with consolidation proceeds by the borrower which are in excess of 45% of the Guarantor's total collections on defaulted loans in any one federal fiscal year.

Lender Agreements. Pursuant to most typical agreements for guarantee between a Guarantor and the originator of the loan, any eligible holder of a loan insured by such a Guarantor is entitled to reimbursement from such Guarantor, subject to certain limitations, of any proven loss incurred by the holder of the loan resulting from default, death, permanent and total disability, certain medically determinable physical or mental impairment, or bankruptcy of the student borrower at the rate of 100% for loans in default made prior to October 1, 1993, 98% for loans in default made on or after October 1, 1993 but prior to July 1, 2006 and 97% for loans in default made on or after July 1, 2006 but prior to

July 1, 2010. Certain holders of loans may receive higher reimbursements from Guarantors. For example, lenders of last resort may receive reimbursement at a rate of 100% from Guarantors.

Guarantors generally deem default to mean a student borrower's failure to make an installment payment when due or to comply with other terms of a note or agreement under circumstances in which the holder of the loan may reasonably conclude that the student borrower no longer intends to honor the repayment obligation and for which the failure persists for 270 days in the case of a loan payable in monthly installments or for 330 days in the case of a loan payable in less frequent installments. When a loan becomes at least 60 days past due, the holder is required to request default aversion assistance from the applicable Guarantor in order to attempt to cure the delinquency. When a loan becomes 240 days past due, the holder is required to make a final demand for payment of the loan by the borrower. The holder is required to continue collection efforts until the loan is 270 days past due. At the time of payment of insurance benefits, the holder must assign to the applicable Guarantor all right accruing to the holder under the note evidencing the loan. The Higher Education Act prohibits a Guarantor from filing a claim for reimbursement with respect to losses prior to 270 days after the loan becomes delinquent with respect to any installment thereon.

Any holder of a loan is required to exercise due care and diligence in the servicing of the loan and to utilize practices which are at least as extensive and forceful as those utilized by financial institutions in the collection of other consumer loans. If a Guarantor has probable cause to believe that the holder has made misrepresentations or failed to comply with the terms of its agreement for guarantee, the Guarantor may take reasonable action including withholding payments or requiring reimbursement of funds. The Guarantor may also terminate the agreement for cause upon notice and hearing.

Rehabilitation of Defaulted Loans. Under the Higher Education Act, the Secretary of Education is authorized to enter into an agreement with each Guaranty Agency pursuant to which a Guaranty Agency sells defaulted student loans that are eligible for rehabilitation to an eligible lender. For a defaulted student loan to be rehabilitated, the borrower must request rehabilitation and the applicable Guaranty Agency must receive an on time, voluntary, full payment each month for 12 consecutive months. However, effective July 1, 2006, for a student loan to be eligible for rehabilitation, the applicable Guaranty Agency must receive 9 payments made within 20 days of the due date during 10 consecutive months. Upon rehabilitation, a student loan is eligible for all the benefits under the Higher Education Act for which it would have been eligible had no default occurred.

A Guaranty Agency repays the Secretary an amount equal to 81.5% of the outstanding principal balance of the student loan at the time of sale to the lender multiplied by the reimbursement percentage in effect at the time the student loan was reimbursed. The amount of such repayment is deducted from the amount of federal reimbursement payments for the fiscal year in which such repayment occurs, for purposes of determining the reimbursement rate for that fiscal year.

Loans Subject to Repurchase. The Higher Education Act requires a lender to repurchase student loans from a guaranty agency, under certain circumstances, after a Guaranty Agency has paid for the student loan through the claim process. A lender is required to repurchase: (a) a student loan found to be legally unenforceable against the borrower; (b) a student loan for which a bankruptcy claim has been paid if the borrower's bankruptcy is subsequently dismissed by the court or, as a result of the bankruptcy hearing, the student loan is considered non dischargeable and the borrower remains responsible for repayment of the student loan; (c) a student loan which is subsequently determined not to be in default; or (d) a student loan for which a Guaranty Agency inadvertently paid the claim.

Guarantor Reserves

Each Guarantor is required to establish a Federal Fund which, together with any earnings thereon, are deemed to be property of the United States. Each Guarantor is required to deposit into the Federal Fund any reserve funds plus reinsurance payments received from the Secretary, a certain percentage of default collections equal to the complement of the reinsurance percentage in effect when payment under the Guarantee Agreement was made, insurance premiums, 70% of payments received after October 7, 1998 from the Secretary for administrative cost allowances for loans insured prior to that date, and other receipts as specified in regulations. A Guarantor is authorized to transfer up to 180 days' cash expenses for normal operating expenses (other than claim payments) from the Federal Fund to the Operating Fund at any time during the first three years after establishment of the fund. The Federal Fund may be used to pay lender claims and to pay default aversion fees into the Operating Fund. A Guarantor is also required to establish an operating fund (the "Operating Fund"), which, except for funds transferred from the Federal Fund to meet operating expenses during the first three years after fund establishment, is the property of the Guarantor. A Guarantor may deposit into the Operating Fund loan processing and issuance fees equal to 0.40% of the total principal amount of loans insured during the fiscal year for loans originated on or after October 1, 2003 and first disbursed before July 1, 2010, 30% of payments received after October 7, 1998 for the administrative cost allowances for loans insured prior to that date, the account maintenance fee paid by the Secretary for Direct Loan Program loans in the amount of .06% of the original principal amount of the outstanding loans insured, any default aversion fee that is paid, the Guarantor's 16% retention on collections of defaulted loans and other receipts as specified in the regulations. An Operating Fund must be used for application processing, loan disbursement, enrollment and repayment status management, default aversion, collection activities, school and lender training, financial aid awareness and related outreach activities, compliance monitoring, and other student financial aid related activities. For Subsidized and Unsubsidized Stafford Loans guaranteed on or after July 1, 2006 and first disbursed before July 1, 2010, Guarantors must collect and deposit a federal default fee to the Federal Fund equal to 1.00% of the principal amount of the loan.

The Higher Education Act provides for a recall of reserves from each Federal Fund in certain years, but also provides for certain minimum reserve levels which are protected from recall. The Secretary is authorized to enter into voluntary, flexible agreements with Guarantors under which various statutory and regulatory provisions can be waived; provided, however, the Secretary is not authorized to waive, among other items, any deposit of default aversion fees by Guarantors. In addition, under the Higher Education Act, the Secretary is prohibited from requiring the return of all of a Guarantor's reserve funds unless the Secretary determines that the return of these funds is in the best interest of the operation of the FFEL Program, or to ensure the proper maintenance of such Guarantor's funds or assets or the orderly termination of the Guarantor's operations and the liquidation of its assets. The Higher Education Act also authorizes the Secretary to direct a Guarantor to: (a) return to the Secretary all or a portion of its reserve fund which the Secretary determines is not needed to pay for the Guarantor's program expenses and contingent liabilities; and (b) cease any activities involving the expenditure, use or transfer of the Guarantor's reserve funds or assets which the Secretary determines is a misapplication, misuse or improper expenditure.

Secretary's Temporary Authority to Purchase Stafford Loans and PLUS Loans

On May 7, 2008, the Ensuring Continued Access to Student Loans Act of 2008 temporarily granted the Secretary the authority to purchase Stafford Loans and PLUS Loans from eligible lenders which were first disbursed on or after October 1, 2003, but prior to July 1, 2009 on such terms as are, subject to certain other conditions, in the best interest of the United States. On October 7, 2008, P.L. 110-350 became law and additionally granted the Secretary the power to purchase Stafford Loans

and PLUS Loans from eligible lenders which were first disbursed on or after July 1, 2009, but prior to July 1, 2010. On July 1, 2009, P.L. 111-39 became law and further expanded the Secretary's purchase authority to include FFELP Loans rehabilitated pursuant to 20 U.S.C. § 1078-6.

In order to purchase loans (other than rehabilitated loans), the Secretary must make a determination that adequate loan capital is not available to meet demand for Stafford Loans and PLUS Loans. Any purchase of loans, however, by the Secretary may not create any net cost for the United States government (including any servicing costs associated with the loans). The Secretary must additionally fulfill various other requirements in order to purchase loans, including a notice with certain details which must be published in the Federal Register prior to any purchase. Eligible lenders, in turn, must use the funds provided by the Secretary to ensure their continued participation in the FFEL Program, to originate new FFELP Loans to students, and, with respect to funds received from rehabilitated FFELP Loan sales to the Secretary, to purchase such rehabilitated FFELP Loans pursuant to 20 U.S.C. § 1078-6(a). Pursuant to P.L. 110-350, the Secretary's authority to purchase loans expired on July 1, 2010.

Through certain "Dear Colleague" letters issued to members of the higher education lending community, the Secretary created three programs to utilize its temporary purchasing authority, two of which have expired. The third program, the Asset-Backed Commercial Paper Conduit Program, is defined and described below.

Asset-Backed Commercial Paper Conduit Program. In a November 10, 2008 "Dear Colleague" letter, the Secretary announced that, due to stagnation in the credit markets and the billions of dollars of student loans which remain on bank balance sheets, the Department of Education would develop an asset-backed commercial paper conduit program (the "Asset-Backed Commercial Paper Conduit Program") to purchase fully disbursed FFELP Loans (other than Consolidation Loans) awarded between October 1, 2003 and July 1, 2009. Each conduit would be privately created by an eligible lender trustee and would contain the ownership rights of lenders to their eligible FFELP Loans. The conduit would issue commercial paper to investors and secure the repayment of the commercial paper with the conduit's FFELP Loan pool. The funds provided by investors would be paid to the student lenders who transferred the ownership rights in their eligible FFELP Loans to the conduit. The Department of Education would, pursuant to the Ensuring Continued Access to Student Loans Act, enter into forward purchase commitments with each eligible lender trustee participating in the Asset-Backed Commercial Paper Conduit Program and commit to purchasing at a date in the future eligible FFELP Loans at a certain price from the conduit if the conduit lacks sufficient funds to repay its investors as the commercial paper becomes due. A single conduit borrower, Straight A Funding, LLC, was established pursuant to the Asset-Backed Commercial Paper Conduit Program. The ability to finance eligible FFELP Loans under the Asset-Backed Commercial Paper Conduit Program terminated on June 30, 2010. The Asset-Backed Commercial Paper Conduit Program currently terminates in January of 2014. Any FFELP Loans not refinanced by a lender will be put to the Department of Education on the expiration of the Asset-Backed Commercial Paper Conduit Program.

Lender-of-Last-Resort Program

Until July 1, 2010, the FFEL Program allowed Guaranty Agencies and certain eligible lenders to act as lenders-of-last-resort. A lender-of-last-resort was authorized to receive advances from the Secretary in order to ensure that adequate loan capital exists in order to make loans to students. Students and parents of students who were otherwise unable to obtain FFELP Loans (other than Consolidation Loans) were permitted to apply to receive loans from the state's lenders-of-last-resort.

Education Loans Generally Not Subject to Discharge in Bankruptcy

Under the U.S. Bankruptcy Code, educational loans are not generally dischargeable. Title 11 of the United States Code at Section 523(a)(8)(A)(i)-(ii) provides that a discharge under Section 727, 1141, 1228(a), 1228(b), or 1328(b) of Title 11 of the United States Code does not discharge an individual debtor from any debt for an education benefit overpayment or loan made, insured, or guaranteed by a governmental unit or made under any program funded in whole or in part by a governmental unit or nonprofit institution, or for an obligation to repay funds received as an educational benefit, scholarship or stipend unless excepting such debt from discharge under this paragraph will impose an undue hardship on the debtor and the debtor's dependents.

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APPENDIX D

WEIGHTED AVERAGE LIVES, EXPECTED MATURITIES AND PERCENTAGES OF ORIGINAL PRINCIPAL REMAINING AT CERTAIN MONTHLY DISTRIBUTION DATES FOR THE NOTES

Prepayments on pools of student loans can be measured or calculated based on a variety of prepayment models. The model used to calculate these prepayments is the constant prepayment rate (or "CPR") model.

The CPR model is based on prepayments assumed to occur at a constant percentage rate. CPR is stated as an annualized rate and is calculated as the percentage of the loan amount outstanding at the beginning of a period (including accrued interest to be capitalized), after applying scheduled payments, that are paid during that period. The CPR model assumes that student loans will prepay in each month according to the following formula:

Monthly Prepayments = Balance After Scheduled Payments x (1-(1-CPR)^1/12)

Accordingly, monthly prepayments assuming a $1,000 balance after scheduled payments would be as follows for the percentages of CPR listed below:

CPR	0%	2%	4%	6%	8%
Monthly Prepayment	$0.00	$1.68	$3.40	$5.14	$6.92

The CPR model does not purport to describe historical prepayment experience or to predict the prepayment rate of any actual student loan pool. The Eligible Loans will not prepay at any constant CPR, nor will all of the Eligible Loans prepay at the same rate. You must make an independent decision regarding the appropriate principal prepayment scenarios to use in making any investment decision.

Additional Assumptions

For purposes of calculating the information presented in the tables below, it is assumed, among other things, that:

- the statistical cutoff date for the Eligible Loans is October 31, 2013;
- the closing date and Date of Issuance will be December 18, 2013;
- all Eligible Loans are acquired on the Date of Issuance;
- all Eligible Loans (as grouped within the "rep lines" described below) remain in their current status until their status end date and then move to repayment, with the exception of in-school status loans, which are assumed to have a 6-month grace period before moving to repayment, claims loans assumed to be in repayment and no Eligible Loan moves from repayment to any other status;
- the Eligible Loans that are (i) non-subsidized Stafford or Consolidation loans not in repayment status, (ii) subsidized Stafford or Consolidation loans in forbearance status, or (iii) SLS or PLUS loans, have interest accrued and capitalized upon entering repayment;

- the Eligible Loans that are subsidized Stafford loans or subsidized Consolidation loans and are in in-school, grace or deferment status, have interest paid (interest subsidy payments) by the Department of Education quarterly, based on a quarterly calendar accrual period;

- no delinquencies, defaults or borrower benefits occur on any of the Eligible Loans, no repurchases for breaches of representations, warranties or covenants occur and all borrower payments are collected in full;

- there are government payment delays of 60 days for Interest Subsidy and Special Allowance Payments;

- index levels for calculation of borrower and government payments are:

    - a 91-day Treasury Bill rate of 0.08%;

    - a One-Month LIBOR rate of 0.14%; and

    - a 1-year Constant Maturity Treasury (CMT) rate of 0.14%.

- The Servicing Fees, Trustee Fees, and Administrator Fees begin payment on January 25, 2014; all other payments begin on February 25, 2014 and payments are made monthly on the 25th day of each month thereafter, whether or not the 25th is a Business Day;

- the interest rate for each of the Series at all times will be equal to the following below per annum:

    A: 0.94%; and

    B: 3.14% (subject to the Series B Interest Cap, which does not apply to the first Monthly Distribution Date);

- interest on the Notes accrues on an actual/360 day count;

- the Servicing Fees are estimated to approximate (i) $2.39 per borrower account per month for the Eligible Loans that are in in-school status, (ii) $4.09 per borrower account per month for the Eligible Loans that are in grace status, and (iii) $3.50 per borrower account per month for all other Eligible Loans; provided, however, there shall be a minimum Servicing Fee of $2.50 per borrower account per month for all Eligible Loans. Such Servicing Fees are assumed to be increased by 3.00% annually except for Eligible Loans serviced by Great Lakes Educational Loan Services, Inc. The Servicing Fees due on January 25, 2014 are estimated to approximate $24,349.

- the Reserve Fund has an initial balance equal to $1,125,276 and at all times a balance equal to the greater of (1) 0.25% of the Pool Balance as of the end of the preceding Collection Period and (2) $675,165 (which is approximately 0.15% of the expected Initial Pool Balance); amounts on deposit in the Reserve Fund will be used to make principal payments on the Notes if the sum of the Reserve Fund and Revenue Fund is greater than the aggregate principal amount of Outstanding Series A Notes and Series B Notes;

- the Revenue Fund has an initial balance equal to $0;

- the initial Collection Period begins as of the Statistical Cut-off Date and all payments are assumed to be made on the last day of the month;

- amounts on deposit in the Revenue Fund and Reserve Fund are reinvested in eligible investment securities at the assumed reinvestment rate of 0.08% per annum through the end of the Collection Period, and reinvestment earnings are available for payment from the prior Collection Period;

- prepayments on the Eligible Loans are applied monthly in accordance with CPR, as described above;

- the pool of Eligible Loans consists of 2,759 representative loans ("rep lines"), which have been created for modeling purposes from individual student loans based on combinations of similar individual student loan characteristics, which include, but are not limited to, loan status, interest rate, loan type, index and SAP margin;

- Trustee Fees equal to $1/12^{th}$ of $33,510 per month, to be paid monthly in arrears; however, the initial Trustee Fee payable on January 25, 2014 shall equal $33,510 multiplied by the number of days elapsed from the Date of Issuance to December 31, 2013 (based on a 30-day month) and divided by 360; provided, however, that the Trustee Fee shall be reduced to zero following the final payment of the principal of and interest on (but not the Series B Carry-Over Amount) the Notes.

- Administrator Fees accrue monthly and are equal to (a) $1/12^{th}$ of 0.50% of the outstanding balance of Eligible Loans plus (b) $1/12^{th}$ of $27,000 per month and shall be paid monthly; the Administrator Fees are based on a 13 day initial Collection Period and for 30 days for each Collection Period thereafter;

- a Consolidation loan rebate fee equal to 1.05% per annum of the outstanding principal balance of Consolidation loans paid monthly by the Corporation to the Department of Education at payment delays of 30 days;

- no optional or mandatory redemption of the Eligible Loans; and

- Subordinate Administrator Fees accrue monthly and are equal to 1/12th of 0.02% of the Pool Balance of the Eligible Loans.

The following tables have been prepared based on the assumptions described above (including the assumptions regarding the characteristics and performance of the rep lines, which will differ from the characteristics and performance of the actual pool of Eligible Loans) and should be read in conjunction therewith. In addition, the diverse characteristics, remaining terms and loan ages of the Eligible Loans could produce slower or faster principal payments than indicated in the following tables, even if the dispersions of weighted average characteristics, remaining terms and loan ages are the same as the assumed characteristics, remaining terms and loan ages.

CPR Tables

The following tables show the weighted average remaining lives, expected maturity dates and percentages of original principal of the Notes at various percentages of CPR from the closing date until maturity assuming that the Notes are not called at the option of the Corporation once the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance.

WEIGHTED AVERAGE LIVES AND EXPECTED MATURITIES
OF THE NOTES AT VARIOUS CPR PERCENTAGES*

Weighted Average Life (years)[(1)]	0%	2%	4%	6%	8%
Series A	9.35	8.03	6.99	6.15	5.47
Series B	21.51	20.15	18.66	17.38	16.19

Expected Maturity Date					
Series A	12/25/2034	6/25/2033	12/25/2031	8/25/2030	5/25/2029
Series B	11/25/2035	8/25/2034	3/25/2033	12/25/2031	10/25/2030

* Assuming that the Notes are not called at the option of the Corporation once the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance.

(1) The weighted average life of the Notes (assuming a 360-day year consisting of twelve 30-day months) is determined by: (1) multiplying the amount of each principal payment on the Series A Notes or the Series B Notes, as applicable, by the number of years from the closing date to the Payment Date, (2) adding the results, and (3) dividing that sum by the aggregate principal amount of the Series A Notes or the Series B Notes, as applicable, as of the closing date.

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PERCENTAGES OF ORIGINAL PRINCIPAL OF THE SERIES A NOTES REMAINING AT CERTAIN DISTRIBUTION DATES AT VARIOUS CPR PERCENTAGES*

Distribution Date	0%	2%	4%	6%	8%
Closing Date	100%	100%	100%	100%	100%
February 25, 2014	99	99	99	99	99
February 25, 2015	94	92	90	88	87
February 25, 2016	88	85	81	78	74
February 25, 2017	82	77	72	68	63
February 25, 2018	76	70	64	59	54
February 25, 2019	71	63	57	51	45
February 25, 2020	65	57	50	43	37
February 25, 2021	59	50	43	36	30
February 25, 2022	53	44	37	30	24
February 25, 2023	48	39	31	25	19
February 25, 2024	43	34	26	20	15
February 25, 2025	38	29	22	16	11
February 25, 2026	33	24	17	12	8
February 25, 2027	28	20	13	8	5
February 25, 2028	24	16	10	6	2
February 25, 2029	20	12	7	3	^
February 25, 2030	16	9	4	1	0
February 25, 2031	12	6	2	0	0
February 25, 2032	8	3	0	0	0
February 25, 2033	5	1	0	0	0
February 25, 2034	2	0	0	0	0
February 25, 2035	0	0	0	0	0

* Assuming that the Notes are not called at the option of the Corporation once the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance.
^ Greater than 0.00% but less than 0.50%.

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PERCENTAGES OF ORIGINAL PRINCIPAL OF THE SERIES B NOTES REMAINING AT CERTAIN DISTRIBUTION DATES AT VARIOUS CPR PERCENTAGES*

Distribution Date	0%	2%	4%	6%	8%
Closing Date	100%	100%	100%	100%	100%
February 25, 2014	100	100	100	100	100
February 25, 2015	100	100	100	100	100
February 25, 2016	100	100	100	100	100
February 25, 2017	100	100	100	100	100
February 25, 2018	100	100	100	100	100
February 25, 2019	100	100	100	100	100
February 25, 2020	100	100	100	100	100
February 25, 2021	100	100	100	100	100
February 25, 2022	100	100	100	100	100
February 25, 2023	100	100	100	100	100
February 25, 2024	100	100	100	100	100
February 25, 2025	100	100	100	100	100
February 25, 2026	100	100	100	100	100
February 25, 2027	100	100	100	100	100
February 25, 2028	100	100	100	100	100
February 25, 2029	100	100	100	100	100
February 25, 2030	100	100	100	100	47
February 25, 2031	100	100	100	61	0
February 25, 2032	100	100	82	0	0
February 25, 2033	100	100	11	0	0
February 25, 2034	100	44	0	0	0
February 25, 2035	81	0	0	0	0
February 25, 2036	0	0	0	0	0

* Assuming that the Notes are not called at the option of the Corporation once the principal balance of the Eligible Loan portfolio decreases to 10% or less of the Initial Pool Balance.

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