
INDENTURE OF TRUST

between

INDIANA SECONDARY MARKET FOR EDUCATION LOANS, INC.

and

BOKF, N.A.,
as Trustee

Dated as of December 1, 2022

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of December 1, 2022 (this “Indenture”), is between the **INDIANA SECONDARY MARKET FOR EDUCATION LOANS, INC.**, a public benefit corporation duly organized and existing under the laws of the State of Indiana (the “Issuer”), and **BOKF, N.A.**, a national banking association (the “Trustee”) (all capitalized terms used in these preambles, recitals and granting clauses shall have the same meanings assigned thereto in Article I hereof);

WITNESSETH:

WHEREAS, pursuant to the laws of the State of Indiana, including particularly the Act, the Issuer is authorized to make and finance and refinance education loans and to issue its debt obligations for the purpose of acquiring funds therefor; and

WHEREAS, the Issuer has determined, from time to time, to issue, sell and deliver its Bonds in one or more Series, each such Series to be secured by and have the terms set forth in this Indenture and any related Supplemental Indenture; and

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

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

NOW, THEREFORE, the Issuer, in consideration of the premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of the Bonds by the Registered Owners thereof and the Issuer and the acknowledgement thereof by the Trustee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN AND DELIVER to the Trustee, for the benefit of the Registered Owners of the Bonds, 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 Revenues (other than Revenues deposited in the Rebate Fund or the Operating Fund or otherwise released from the lien of the Trust Estate as provided herein);

GRANTING CLAUSE B

All moneys and investments held in the Funds described in Section 5.01(a) hereof;

GRANTING CLAUSE C

The Financed Eligible Loans and any notes and documents evidencing the same and all extensions and renewals thereof;

GRANTING CLAUSE D

The rights of the Issuer in and to this Indenture, any Administration Agreement, the Student Loan Purchase Agreements, the Origination Agreement and any and all Servicing Agreements (the “Basic Documents”), as the same relate to the Financed Eligible Loans; and

GRANTING CLAUSE E

Any and all other property, rights and interests of every kind or description from time to time hereafter 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 Registered Owners, without preference of any Bond over any other, except as provided herein, and for enforcement of the payment of the Bonds in accordance with their terms, and as and to the extent specifically provided herein all other sums payable hereunder or on the Bonds, and as and to the extent specifically provided herein, for the performance of and compliance with the obligations, covenants, and conditions of this Indenture, as if all the Bonds 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 Bonds 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 Bonds according to the true intent and meaning thereof, and shall make all required payments into the Funds as required under Article V hereof, including without limitation into the Rebate Fund, 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 due as herein provided, then this Indenture (other than Sections 4.09 and 7.05 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

Section 1.01. Definitions. The following terms shall have the following meanings unless the context clearly requires otherwise:

“*Account*” shall mean any of the accounts created and established within any Fund by this Indenture.

“*Acquisition Period*” shall mean, for each Series of Bonds, the period beginning on the Date of Issuance for such Series of Bonds and ending on the date set forth in the related Supplemental Indenture for such Series of Bonds.

“*Act*” shall mean the not-for-profit corporation laws of the State of Indiana and I.C. 21-16-5, as the same may be amended from time to time.

“*Administration Agreement*” shall mean, any administration agreement with any sub-administrator engaged by the Issuer or successor Administrator, as amended from time to time.

“*Administration Fees*” shall mean the fees of the Administrator.

“*Administrator*” shall mean the Issuer and shall also mean any other Person (a) with which the Issuer has entered into an Administration Agreement and (b) for which the Issuer shall have satisfied a Rating Agency Notification.

“*Administrator Default*” means the occurrence of any of the following events:

(a) the Administrator defaults in the performance of, or otherwise fails to perform, any of its administrative duties under this Indenture with respect to the administration of the Trust Estate and, after written notice of such default, does not cure such default within 60 days (or, if such default cannot be cured in such time, does not give within 60 days such assurance of cure as shall be reasonably satisfactory to the Trustee);

(b) to the extent permitted by applicable law, a court having jurisdiction in the premises enters a decree or order for relief, and such decree or order has not been vacated within 90 days, in respect of the Administrator in any involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect or appoint a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for the Administrator or any substantial part of its property or order the winding-up or liquidation of its affairs; or

(c) to the extent permitted by applicable law, the Administrator commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, consents to the entry of an order for relief in an involuntary case under any such law, or consents to the appointment of a receiver, liquidator, assignee, trustee, custodian, sequestrator or similar official for the Administrator or any substantial part of its property, consents to the taking of possession by any such official of any substantial

part of its property, makes any general assignment for the benefit of creditors or shall fail generally to pay its debts as they become due.

“Aggregate Value” shall mean, on any calculation date, the sum of the Values of all assets of the Trust Estate, and excluding purpose and non-purpose arbitrage liability amounts which, as of any date of calculation, have not been deposited into the Rebate Fund.

“Approved Undisbursed Loans” shall mean those Eligible Loans for which the acquisition or funding of such Eligible Loans has been approved, but such Eligible Loans have not been fully disbursed prior to the end of the Recycling Period or Acquisition Period with respect to a Series of Bonds, as applicable, and for which amounts are available in the corresponding Account or Subaccount of the Student Loan Fund to make or acquire or fund such Eligible Loan.

“Authorized Denominations” shall mean the Authorized Denominations specified for a Series of Bonds in the Supplemental Indenture relating to such Series of Bonds.

“Authorized Officer” shall mean, when used with reference to the Issuer or the Administrator (when the Administrator is the Issuer), the Issuer’s Chairman, the Issuer’s President and CEO, the Issuer’s Chief Financial Officer, and, in the case of any act to be performed or duty to be discharged, any other officer or employee of the Administrator or the Issuer then authorized to perform such act or discharge such duty.

“Authorized Representative” shall mean, when used with reference to the Issuer, (a) an Authorized Officer, or (b) an individual designated in writing by an Authorized Officer of the Issuer to act on the Issuer’s behalf under this Indenture.

“Bond” or *“Bonds”* shall mean any bonds, notes or other debt obligations issued pursuant to Section 2.08 hereof.

“Bond Counsel” shall mean counsel of nationally recognized standing in the field of law relating to municipal, state and public agency financing selected by the Issuer.

“Bond Payment Date” shall mean, for any Bond, any Interest Payment Date, its Stated Maturity or the date of any debt service payment with respect thereto designated in a Supplemental Indenture.

“Bond Yield” shall mean, with respect to any Bonds issued as Tax-Exempt Bonds, the yield on such Tax-Exempt Bonds computed in accordance with the Code.

“Business Day” shall have the meaning, with respect to any Series of Bonds, set forth in the Supplemental Indenture pursuant to which such Series of Bonds is issued.

“Capitalized Interest Fund” shall mean the Fund by that name created pursuant to Section 5.01(a)(iii) hereof and further described in Section 5.04 hereof, including any Accounts and Subaccounts created therein.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time. Each reference to a section of the Code herein shall be deemed to include the United States

Treasury Regulations, including applicable temporary and proposed regulations relating to such section which are applicable to the Tax-Exempt Bonds or the use of the proceeds thereof. A reference to any specific section of the Code shall be deemed also to be a reference to the comparable provisions of any enactment which supersedes or replaces the Code thereunder from time to time.

“Computation Date” shall mean each date described as such in any Tax Document.

“Continuing Disclosure Agreement” shall mean any Continuing Disclosure Agreement or Continuing Disclosure Certificate entered into or executed by the Issuer pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as such rule may be amended from time to time.

“Date of Issuance” shall mean the date of original issuance and delivery of any Bonds to an Underwriter or other initial purchaser of Bonds from the Issuer.

“Debt Service Fund” shall mean the Fund by that name created in Section 5.01(a)(iv) hereof and further described in Section 5.05 hereof, including any Accounts and Subaccounts created therein.

“Debt Service Reserve Fund” shall mean the Fund by that name created in Section 5.01(a)(v) hereof and further described in Section 5.06 hereof, including any Accounts and Subaccounts created therein.

“Debt Service Reserve Fund Requirement” shall have the meaning set forth in a Supplemental Indenture; provided, however, any such requirement may be reduced if the Issuer shall have satisfied the Rating Agency Notification.

“Defaulted Loan” shall mean, except as otherwise provided in a Supplemental Indenture, an Eligible Loan which has reached 120 days of delinquency and has been classified in the Issuer’s loan files as a Defaulted Loan.

“Eligible Account” shall mean, at any time, a segregated account with an Eligible Institution, which will be a segregated account with the corporate trust department of a depository institution organized under the laws of the United States of America or any one of the States or the District of Columbia (or any domestic branch of a foreign bank), having corporate trust powers and acting as trustee or paying agent for funds deposited in such account.

“Eligible Institution” shall mean a depository institution organized under the laws of the United States of America or any one of the States or the District of Columbia (or any domestic branch of a foreign bank) (a) whose deposits are insured by the FDIC, and (b) which has (i) a long-term rating of at least “A-” by S&P, so long as S&P maintains a rating on the Bonds, and (ii) carries a rating from each other Rating Agency at any time rating the Bonds in one of their generic rating categories which signifies investment grade. If so qualified, the Paying Agent or the Trustee may be considered an Eligible Institution.

“Eligible Loan” shall mean any loan made to finance or refinance post-secondary education that is (a) authorized to be made under the Act and made or acquired by the Issuer pursuant to the

Program Manuals, the Origination Agreement, a Student Loan Purchase Agreement and any Supplemental Indenture or (b) if the Issuer shall have satisfied the Rating Agency Notification, otherwise permitted to be made or acquired by the Issuer pursuant to its Program as authorized under the Act.

“Event of Bankruptcy” shall mean (a) 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; or (b) an involuntary case or other proceeding shall have been commenced against the Issuer seeking liquidation, reorganization, or other relief with respect to it 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 provided such action or proceeding is not dismissed within 60 days.

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

“Excess Earnings” shall mean, with respect to Financed Eligible Loans held in the Student Loan Fund and Financed with the proceeds of Tax-Exempt Bonds, the amount by which the earnings on such Financed Eligible Loans exceeds the applicable materially higher spread pursuant to § 1.148-2(d)(2) of the Treasury Regulations.

“Extraordinary Expenses” shall mean (a) with respect to the Trustee, indemnification payments, legal fees and other expenses incurred with respect to the Trust Estate or in connection with the enforcement of remedies, and other amounts payable to the Trustee hereunder that are not included in the Trustee Fees, (b) with respect to an Administrator (which is not the Issuer), any indemnification payments and other amounts payable to the Administrator under the Administration Agreement in excess of the Administration Fee, and (c) with respect to the Servicers, any amounts payable to a Servicer under the related Servicing Agreement in excess of the Standard Servicing Fees.

“Favorable Opinion” shall mean an opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that the action proposed to be taken is authorized or permitted by this Indenture and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on any Tax-Exempt Bonds.

“Financed” or *“Financing”* shall, when used with respect to Eligible Loans, mean or refer to (a) Eligible Loans made, acquired, financed or refinanced by the Issuer with balances in the Student Loan Fund or otherwise deposited in or accounted for in the Student Loan Fund or otherwise constituting a part of the Trust Estate and (b) Eligible Loans substituted or exchanged for Financed Eligible Loans; but does not include Eligible Loans released from the lien of this Indenture and sold or transferred, to the extent permitted by this Indenture.

“*Fiscal Year*” shall mean the fiscal year of the Issuer as established from time to time; currently, the Fiscal Year of the Issuer commences each July 1 and ends on the following June 30.

“*Funds*” shall mean each of the Funds created pursuant to Sections 5.01(a), (b) and (c) hereof.

“*Highest Priority Bonds*” shall mean, (a) at any time when Senior Bonds are Outstanding, the Senior Bonds; (b) at any time when no Senior Bonds are Outstanding, the Senior-Subordinate Bonds; and (c) at any time when no Senior Bonds or Senior-Subordinate Bonds are Outstanding, the Subordinate Bonds.

“*Indenture*” shall mean this Indenture of Trust, including all supplements and amendments hereto.

“*Interest Payment Date*” shall mean the Interest Payment Dates specified for a Series of Bonds in the Supplemental Indenture relating to such Series of Bonds.

“*Investment Securities*” shall mean:

(a) U.S. Treasury obligations (all direct or fully guaranteed obligations); U.S. Department of Housing and Urban Development public housing agency bonds (previously known as local authority bonds); Federal Housing Administration debentures; Government National Mortgage Association (GNMA) guaranteed mortgage backed securities (MBS) or participation certificates; Resolution Funding Corporation (RefCorp) debt obligations; or Small Business Association guaranteed participation certificates and guaranteed pool certificates, each with a maturity of 12 months or less;

(b) interest-bearing time or demand deposits, certificates of deposit or other similar banking arrangements with a maturity of 12 months or less with banks, including the Trustee and any of its affiliates, which are members of the Federal Deposit Insurance Corporation; provided, that at all times such depository institution has commercial paper which is rated at least “AA” and “A-1+” by S&P;

(c) 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 Federal National Mortgage Association; Federal Home Loan Banks provided such obligation is rated “AAA” by S&P;

(d) repurchase agreements and reverse repurchase agreements, other than overnight repurchase agreements and overnight reverse repurchase agreements, with banks, including the Trustee and any of its affiliates, which are members of the Federal Deposit Insurance Corporation, in each case whose outstanding, short-term debt obligations are rated no lower than “A-1+” by S&P; provided further that if there is a downgrade below a long-term rating of “A-” by S&P, the Issuer shall replace or cause to be replaced the provider within 90 days of such downgrade at no cost to the Trust Estate;

(e) guaranteed investment contracts providing for the investment of funds in an account or insuring a minimum rate of return on investments of such funds, which contract shall:

(i) be an obligation of or guaranteed by an insurance company or other corporation or financial institution whose debt obligations or insurance financial strength or claims-paying ability are rated "AAA" by S&P, provided further that if there is a downgrade below "AAA" by S&P, the Issuer shall replace or cause to be replaced the provider within 60 days of such downgrade at no cost to the Trust Estate; and

(ii) provide that the Trustee may exercise all of the rights of the Issuer under such contract without the necessity of the taking of any action by the Issuer;

(f) commercial paper, including that of the Trustee and any of its affiliates, which is rated in the single highest classification, "A-1+" by S&P, and which matures not more than 270 days after the date of purchase;

(g) investments in a money market fund rated "AAAm" or "AAAm-G" by S&P, including funds for which the Trustee or an affiliate thereof acts as an investment advisor or provides other similar services for a fee; and

(h) any other investment for which the Issuer shall have satisfied the Rating Agency Notification.

"*Issuer*" shall mean the Indiana Secondary Market for Education Loans, Inc., d/b/a INvestEd, a public benefit corporation duly organized and existing under the laws of the State of Indiana, or any body, agency, or instrumentality of the State of Indiana or other entity which shall hereafter succeed to the powers, duties and functions of the Issuer.

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

"*Maturity*" when used with respect to any Bond, 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 redemption, by declaration of acceleration, or otherwise.

"*Monthly Report*" shall mean a report prepared by the Administrator setting forth collection activity with respect to the Financed Eligible Loans and investment earnings with respect to the pledged Funds and Accounts during such specified period and the application of Revenues on the last Business Day of each calendar month pursuant to 5.03(b) and (c) hereof.

"*Nexus Loan*" shall mean an Eligible Loan made for or on behalf of a student who was at the time the Eligible Loan was made a resident of the State of Indiana and/or who was, at the time the Eligible Loan was made, enrolled at an educational institution located in the State of Indiana, as determined pursuant to the Code and related regulations.

“*Operating Fund*” shall mean the fund by that name described in Section 5.01(c) and further described in Section 5.08 hereof.

“*Opinion of Counsel*” shall mean (a) with respect to the Issuer one or more written opinions of counsel who may be counsel (including in-house counsel) to the Issuer; (b) with respect to a Seller, an Administrator or a Servicer, one or more written opinions of counsel who may be counsel (including in-house counsel) to a Seller, an Administrator or a Servicer; and (c) with respect to the Trustee one or more written opinions of counsel who may be counsel (including in-house counsel) to the Trustee, the Issuer or an Administrator and who shall be reasonably satisfactory to the Trustee.

“*Origination Agreement*” shall mean the Loan Origination Services Agreement dated as of March 22, 2016, between the Issuer and Campus Door Holdings, Inc, and any additional origination agreements with any other origination agent, in each case relating to the Financed Eligible Loans, as amended and supplemented from time to time.

“*Outstanding*” shall mean, when used in connection with any Bond, a Bond which has been executed and delivered pursuant to this Indenture which at such time remains unpaid as to principal or interest, unless in all cases provision has been made for such payment pursuant to Section 10.02 hereof, excluding Bonds which have been exchanged for or replaced pursuant to Section 2.03, 2.04 or 2.10(f) hereof.

“*Overall Parity Percentage*” shall mean the ratio, expressed as a percentage, of (a) the Aggregate Value to (b) the aggregate principal amount of and accrued interest on all Bonds then Outstanding, plus any allocable accrued but unpaid Senior Transaction Fees, if any, as of the date of such calculation.

“*Participant*” shall mean a broker-dealer, bank or other financial institution from time to time for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

“*Paying Agent*” shall mean the Trustee, in its capacity as paying agent pursuant to this Indenture.

“*Person*” shall mean an individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or agency or political subdivision thereof.

“*Portfolio Yield*” shall mean, with respect to Financed Eligible Loans allocable to particular Tax-Exempt Bonds, the composite yield on the date of calculation of the portfolio of such Financed Eligible Loans computed in accordance with the Code, assuming no additional Eligible Loans are financed and allocable to such Tax-Exempt Bonds.

“*Principal Office*” shall mean the office of the party indicated, as set forth in Section 9.01 hereof or elsewhere in this Indenture.

“*Principal Reduction Payment Date*” shall mean, for any Bond, any date described in a Supplemental Indenture for the payment of Principal Reduction Payments.

“Principal Reduction Payments” shall mean principal payments on Bonds, other than mandatory sinking fund payments (with the exception of cumulative mandatory sinking fund installment payments due on cumulative sinking fund redemption dates other than the final maturity of the related term bond), made prior to a Stated Maturity, as set forth in a Supplemental Indenture.

“Program” shall mean the Issuer’s program for the origination, acquisition and financing or refinancing of Eligible Loans pursuant to this Indenture, any Supplemental Indenture and the Program Manuals, as the same may be modified from time to time.

“Program Manuals” shall mean the Program Manuals relating to the Program, and all documentation adopted or used in connection with the Program, and the origination and servicing standards for the Program as in effect on the date of execution of this Indenture and as revised, amended, altered, or supplemented from time to time.

“Proposed Action” shall mean any proposed action, failure to act or other event which, under the terms of this Indenture, is conditional upon a Rating Agency Notification or a Rating Agency Confirmation.

“Rating” shall mean one of the rating categories of a Rating Agency.

“Rating Agency” shall mean any one or more nationally recognized statistical rating organizations or other comparable Persons, designated by the Issuer to assign Ratings to any of the Bonds.

“Rating Agency Confirmation” shall mean a letter or press release or other written release from each Rating Agency rating any of the Bonds confirming that its Ratings on the Bonds will not be reduced, withdrawn, conditioned or placed under review with negative implications as a result of a Proposed Action to be taken by the Issuer.

“Rating Agency Fees” means the surveillance fees payable to the Rating Agencies to maintain ratings on the Bonds, as set forth in the applicable fee letter.

“Rating Agency Notification” shall mean, with respect to a Proposed Action, that the Issuer shall have given written notice of such Proposed Action to each Rating Agency then rating any of the Bonds at least 20 Business Days prior to the proposed effective date thereof.

“Rebate Amount” shall mean the amount computed as of a Computation Date in accordance with the Code.

“Rebate Fund” shall mean the Fund by that name created in Section 5.01(b) hereof and further described in Section 5.07 hereof, including any Accounts and Subaccounts created therein.

“Record Date” shall mean the Record Date established for any Bonds pursuant to the Supplemental Indenture relating to such Bonds.

“Recoveries of Principal” shall mean all amounts received by the Trustee from or on account of any Financed Eligible Loan as a recovery of the principal amount thereof, including

scheduled, delinquent and advance payments; payouts or prepayments and proceeds from the sale, repurchase, assignment, transfer, reallocation or other disposition of a Financed Eligible Loan.

“Recycling Period” shall have the meaning ascribed to such term in any Supplemental Indenture.

“Redemption Date” shall mean, when used with respect to any Bonds to be redeemed, the date fixed for such redemption by or pursuant to this Indenture (including the applicable Supplemental Indenture).

“Redemption Price” shall mean the total of principal, premium (if any) and interest due on any Bond redeemed pursuant to any applicable redemption provision of this Indenture and any Supplemental Indenture.

“Registered Owner” shall mean the Person in whose name a Bond is registered on the Bond registration records maintained by the Trustee, unless the context otherwise requires.

“Registrar” shall mean the Trustee, in its capacity as registrar pursuant to this Indenture.

“Residual Certificate” shall mean a certificate in substantially the form attached as Exhibit C hereto executed by the Issuer and authenticated by the Trustee evidencing an undivided interest, whether fractional or whole, in the residual interest in the Trust Estate created under this Indenture.

“Residual Certificateholder” shall mean the Person in whose name the Residual Certificate is registered in the books of the Issuer; provided, however, that if no Residual Certificate has been issued under this Indenture, the Issuer shall be deemed to be the Residual Certificateholder for purposes of this Indenture.

“Responsible Officer” shall mean, with respect to the Trustee, any officer within the Principal Office of the Trustee including any vice president, assistant vice president, assistant treasurer, assistant secretary, trust officer, or any other officer of the Trustee, customarily performing functions similar to those performed by any of the above designated officers, in each case with direct responsibility for the administration of this Indenture on behalf of the Trustee.

“Revenue” or *“Revenues”* shall mean all Recoveries of Principal, payments, proceeds, charges and other income received by the Trustee or the Issuer from or on account of any Financed Eligible Loan (including scheduled, delinquent and advance payments of interest) and all interest earned or gain realized from the investment of amounts in any Fund or Account (other than the Rebate Fund and the Operating Fund).

“Revenue Fund” shall mean the Fund by that name created in Section 5.01(a)(ii) hereof and further described in Section 5.03 hereof, including any Accounts and Subaccounts created therein.

“S&P” shall mean S&P Global Ratings, and its successors and assigns, but only if S&P has been requested by the Issuer to assign Ratings to any of the Bonds.

“Securities Depository” shall mean The Depository Trust Company, New York, New York, and its successors and assigns, or any additional or other securities depository designated in a Supplemental Indenture; the then Securities Depository if The Depository Trust Company resigns from its functions as depository of the Bonds; or, if the Issuer discontinues use of the Securities Depository, pursuant to Section 2.09 hereof, any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Bonds and which is selected by the Issuer with the consent of the Trustee.

“Seller” shall mean (a) Bank of Lake Mills, (b) First Merchants Bank, N.A. and (c) any other seller of Eligible Loans to the Issuer pursuant to a Student Loan Purchase Agreement, and their successors and assigns.

“Senior Bonds” shall mean all Bonds secured on a priority senior to the Senior-Subordinate Bonds and the Subordinate Bonds.

“Senior Parity Percentage” shall mean the ratio, expressed as a percentage, of (a) the Aggregate Value to (b) the aggregate principal amount of and accrued interest on all Senior Bonds then Outstanding, plus any allocable accrued but unpaid Senior Transaction Fees, if any, as of the date of such calculation.

“Senior Taxable Bonds” shall mean Senior Bonds that are Taxable Bonds.

“Senior Tax-Exempt Bonds” shall mean Senior Bonds that are Tax-Exempt Bonds.

“Senior Transaction Fees” shall mean (a) the Trustee Fees, (b) the Administration Fees, (c) the Standard Servicing Fees (subject to Section 4.13 hereof), (d) the Rating Agency Fees and (e) Extraordinary Expenses (including any rebate analyst fees, counsel fees, audit and tax return fees and expenses of the Issuer) (subject to any limitations set forth in any Supplemental Indenture).

“Senior-Subordinate Bonds” shall mean all Bonds secured on a priority subordinate to the Senior Bonds and on a priority senior to the Subordinate Bonds.

“Senior-Subordinate Parity Percentage” shall mean the ratio, expressed as a percentage, of (a) the Aggregate Value to (b) the aggregate principal amount of and accrued interest on all Senior Bonds and Senior-Subordinate Bonds then Outstanding, plus any allocable accrued but unpaid Senior Transaction Fees, if any, as of the date of such calculation.

“Senior-Subordinate Taxable Bonds” shall mean Senior-Subordinate Bonds that are Taxable Bonds.

“Senior-Subordinate Tax-Exempt Bonds” shall mean Senior-Subordinate Bonds that are Tax-Exempt Bonds.

“Series” shall mean all Bonds authenticated and delivered pursuant to a Supplemental Indenture and designated therein as a Series of Bonds, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds pursuant thereto and hereto.

“*Servicer*” shall mean the Pennsylvania Higher Education Assistance Agency and its successors and assigns, and shall also mean any additional Person (a) with which the Issuer or an Administrator has entered into a Servicing Agreement with respect to Financed Eligible Loans and (b) for which the Issuer shall have satisfied a Rating Agency Notification; provided, however, a collection agency hired by the Issuer, an Administrator or a Servicer to collect on Defaulted Loans shall not be deemed to be a Servicer hereunder.

“*Servicing Agreement*” shall mean the Private Loan Program Servicing Agreement, dated as of June 10, 2016, between the Issuer and the Pennsylvania Higher Education Assistance Agency, and any additional servicing agreements with any other Servicer, in each case relating to the Financed Eligible Loans, as amended from time to time.

“*Special Record Date*” shall mean the Special Record Date established for any Bonds pursuant to the Supplemental Indenture relating to such Bonds.

“*Standard Servicing Fees*” mean any fees and expenses payable to the Servicers with respect to the servicing and collection of the Financed Eligible Loans consisting of periodic unit fees, default related fees, delinquency fees, and annual privacy mailing fees, but shall not include fees due as a result of the termination of a Servicing Agreement (including any deconversion fees related to Financed Eligible Loans resulting from such termination), indemnification or other extraordinary expense items (all of which are Extraordinary Expenses).

“*Stated Maturity*” shall mean, with respect to any Bonds, the date specified in the Supplemental Indenture relating to such Bonds as the fixed date on which principal of such Bonds is due and payable.

“*Student Loan Fund*” shall mean the Fund by that name created in Section 5.01(a)(i) hereof and further described in Section 5.02 hereof, including any Accounts and Subaccounts created therein.

“*Student Loan Purchase Agreement*” shall mean (a) the Loan Origination and Sale Agreement dated as of February 1, 2019, between Bank of Lake Mills and the Issuer, (b) the Student Loan Purchase Agreement dated as of June 6, 2014, between First Merchants Bank, N.A. and the Issuer and (c) any other student loan purchase agreement entered into by the Issuer in connection with the purchase by the Issuer of Eligible Loans, as each of the same may be amended from time to time.

“*Subaccount*” shall mean any of the subaccounts which may be created and established within any Account by this Indenture.

“*Subordinate Bonds*” shall mean any Bonds secured on a priority subordinate to the Senior Bonds and the Senior-Subordinate Bonds.

“*Subordinate Taxable Bonds*” shall mean Subordinate Bonds that are Taxable Bonds.

“*Subordinate Tax-Exempt Bonds*” shall mean Subordinate Bonds that are Tax-Exempt Bonds.

“Subordinate Transaction Fees” shall mean Extraordinary Expenses that are in excess of the amounts that can be paid as Senior Transaction Fees as provided in the definition thereof.

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

“Tax Documents” shall mean, collectively, the tax certificates and agreements of the Issuer and instructions to the Issuer and the Trustee, all dated the applicable Date of Issuance, relating to the use of proceeds of the Tax-Exempt Bonds and which set forth the grounds for the Issuer’s belief that such Tax-Exempt Bonds are not “arbitrage bonds” within the meaning of the Code, including the exhibits and schedules attached thereto.

“Taxable Bonds” shall mean any Bonds issued and delivered pursuant to this Indenture, the interest on which does not purport to be excluded from the federal gross income of the Registered Owners thereof.

“Tax-Exempt Bonds” shall mean any Bonds issued and delivered pursuant to the Indenture, the interest on which purports to be excluded from the federal gross income of the Registered Owners thereof.

“Transfer Agent” shall mean the Trustee, in its capacity as transfer agent pursuant to this Indenture.

“Transfer Agent Office” shall mean the office designated by the Transfer Agent, presently BOKF, N.A., 2405 Grand Blvd., Suite 840, Kansas City, MO 64108-2536 Attn: Corporate Trust Department.

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

“Trustee” shall mean BOKF, N.A., a national banking association, acting in its capacity as Trustee under this Indenture, or any successor Trustee designated pursuant to this Indenture.

“Trustee Fees” shall mean the regular fees and expenses of the Trustee hereunder.

“Underwriter” shall mean the underwriter or underwriters of any of the Bonds as may be specified in a Supplemental Indenture.

“Value” on any calculation date when required under this Indenture shall mean the value of the Trust Estate calculated by the Issuer as to clause (a) below and by the Trustee as to clauses (b) through (e), inclusive, below, as follows:

(a) with respect to any Eligible Loan, the unpaid principal amount thereof plus any accrued but unpaid interest; provided, however, a Defaulted Loan shall have a Value of zero;

(b) with respect to any funds of the Issuer held under this Indenture and on deposit in any commercial bank or as to any banker’s acceptance or repurchase agreement or investment contract, the amount thereof plus accrued but unpaid interest;

(c) with respect to any Investment Securities of an investment company, the bid price of the shares as reported by the investment company plus accrued but unpaid interest;

(d) as to investment agreements, par plus accrued interest; and

(e) as to other investments: (i) the lower of the bid prices at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Issuer in its absolute discretion) at the time making a market in such investments, or (ii) the bid price published by a nationally recognized pricing service.

Additional terms are defined in the body of this Indenture.

Section 1.02. Interpretation. In this Indenture, unless the context otherwise requires:

(a) the terms “herein,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms, refer to this Indenture as a whole and not to any particular article, section or subdivision hereof and, when the context so requires, refer to any Supplemental Indenture; and the term “heretofore” means before the date of execution of this instrument, the term “now” means at the date of execution of this instrument and the term “hereafter” means after the date of execution of this instrument;

(b) words of the masculine gender include correlative words of the feminine and neuter genders and words importing the singular number include the plural number and vice versa;

(c) the captions or headings of this Indenture, and the table of contents appended to copies hereof, are for convenience only and in no way define, limit or describe the scope or intent of any provisions, articles or sections of this Indenture;

(d) if at any time there shall be one Person who shall be the owner of all of the Outstanding Bonds and this Indenture shall require the consent of the Trustee for a particular purpose, then the consent of that Person shall be required in lieu of the consent of the Trustee for that purpose, unless that Person shall have been notified and shall not have consented within a reasonable period of time; and

(e) references herein to provisions of the Code, including the regulations thereunder, include references to any successors to such provisions, as such provisions may be renumbered pursuant to any federal tax law hereafter enacted.

Section 1.03. Exclusion of Bonds Held by or for the Issuer. In determining whether the owners of the requisite principal amount of Outstanding Bonds have given any request, demand, authorization, direction, notice, consent or waiver hereunder, Bonds owned by the Issuer shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which a Responsible Officer of the Trustee has actual knowledge to be so owned shall be disregarded.

Section 1.04. Certificates and Opinions. Except as otherwise specifically provided in this Indenture, each certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include: (a) a statement that the Person making the certificate or opinion has read the covenant or condition and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based; (c) a statement that, in the opinion of such Person, he has made such examination and investigation as is necessary to enable him to express an informed opinion as to whether the covenant or condition has been complied with; (d) a statement as to whether, in the opinion of such Person, the condition or covenant has been complied with; and (e) an identification of any certificates or opinions relied on in such certificate or opinion.

Any opinion of Bond Counsel or other counsel may be qualified by reference to the constitutional powers of the United States of America, the police and sovereign powers of the State of Indiana, judicial discretion and bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights or municipal corporations and similar matters.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified Person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such Person, or that they be so certified or covered by only one document, but one such Person may certify or give an opinion with respect to some matters and one or more other such Persons as to other matters, and any such Person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of the Issuer may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, or insofar as it relates to the Funds and Accounts, upon a certificate or opinion of, or representations by, a Responsible Officer of the Trustee, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion is based are erroneous. Any such certificate or opinion of Bond Counsel or other counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of the Issuer stating that the information with respect to such factual matters is in the possession of the Issuer, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

When any Person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instruments under this Indenture, such instruments may, but need not, be consolidated and form one instrument.

ARTICLE II

BOND DETAILS, FORM OF BONDS, REDEMPTION OF BONDS AND USE OF PROCEEDS OF BONDS

Section 2.01. Bond Details. The details of each Series of Bonds authorized pursuant to this Indenture and a Supplemental Indenture shall be contained in the applicable Supplemental Indenture. Such details shall include, but are not limited to, the principal amount, Series,

Authorized Denomination, dated date, interest rate, Stated Maturity, redemption provisions and registration provisions.

Section 2.02. Execution of Bonds. The Bonds shall be executed in the name and on behalf of the Issuer by the manual or facsimile signature of any Authorized Officer of the Issuer, and any other Authorized Officer of the Issuer may attest such execution. Any Bond may be signed (manually or by facsimile) or attested on behalf of the Issuer by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of authentication, issuance or delivery, such person may have ceased to hold such office.

Section 2.03. Registration, Transfer and Exchange of Bonds; Persons Treated as Registered Owners. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby appointed the Transfer Agent of the Issuer for the Bonds. 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 Bonds. Upon surrender for transfer of any Bond at the Transfer Agent Office, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his 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 Bond or Bonds of the same interest rate and for a like Series and aggregate principal amount of the same Stated Maturity.

Bonds may be exchanged at the Transfer Agent Office for a like aggregate principal amount of fully registered Bonds of the same Series, interest rate and Stated Maturity in Authorized Denominations. The Issuer shall execute and the Trustee shall authenticate and deliver Bonds which the Registered Owner making the exchange is entitled to receive, bearing numbers not contemporaneously outstanding. The execution by the Issuer of any fully registered Bond 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 Bond.

After the giving of any notice of redemption, the Trustee shall not be required to transfer or exchange any Bond, which Bond or portion thereof has been called for redemption.

As to any Bond, 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 Bond 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 above. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond 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, fee 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 2.04. Lost, Stolen, Destroyed and Mutilated Bonds. Upon receipt by the Trustee of evidence satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Bond and, in the case of a lost, stolen or destroyed Bond, of indemnity satisfactory to it, and upon surrender and cancellation of the Bond, if mutilated, (a) the Issuer shall execute, and the Trustee shall authenticate and deliver, a new Bond of the same Series, interest rate, Stated Maturity and denomination in lieu of such lost, stolen, destroyed or mutilated Bond; or (b) if such lost, stolen, destroyed or mutilated Bond shall have matured or have been called for redemption, in lieu of executing and delivering a new Bond as aforesaid, the Issuer may pay such Bond. Any such new Bond shall bear a number not previously assigned to a Bond of the same Series. The applicant for any such new Bond 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 Bond. All Bonds 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 Bonds, negotiable instruments or other securities.

Section 2.05. Trustee's Authentication Certificate. The Trustee's authentication certificate upon any Bonds shall be substantially in the form provided in the Supplemental Indenture authorizing the issuance of such Bonds. No Bond 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 Bond shall be conclusive evidence that such Bond has been authenticated and delivered hereunder and under a Supplemental Indenture. 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 Bonds issued hereunder.

Section 2.06. Cancellation and Destruction of Bonds by the Trustee. Whenever any Outstanding Bonds 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 exchange or replacement pursuant to Section 2.03, 2.04 or 2.10(f) hereof, such Bonds shall be promptly cancelled and, within a reasonable time, cremated or otherwise destroyed by the Trustee in accordance with its retention policy then in effect.

Section 2.07. Temporary Bonds. Pending the preparation of definitive Bonds, the Issuer may execute and the Trustee shall authenticate and deliver temporary Bonds. Temporary Bonds shall be issuable as fully registered Bonds without coupons, of any denomination, and substantially in the form of the definitive Bonds but with such omissions, insertions and variations as may be appropriate for temporary Bonds, all as may be determined by the Issuer. Every temporary Bond shall be executed by the Issuer and be authenticated by the Trustee upon the same conditions and in substantially the same manner, and with like effect, as the definitive Bonds. As promptly as practicable, the Issuer shall execute and shall furnish definitive Bonds and thereupon temporary Bonds may be surrendered in exchange therefor without charge at the Transfer Agent Office, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds a like aggregate principal amount of definitive Bonds. Until so exchanged, the temporary Bonds shall be entitled to the same benefits under this Indenture as definitive Bonds.

Section 2.08. Issuance of Bonds.

(a) The Issuer shall have the authority, upon complying with the provisions of this Section, to authenticate and deliver from time to time Bonds secured by the Trust Estate on a parity with the Senior Bonds, the Senior-Subordinate Bonds or the Subordinate Bonds, if any, secured hereunder as shall be determined by the Issuer.

(b) No Bonds shall be authenticated and delivered pursuant to this Indenture until the following conditions have been satisfied; provided, however, with respect to the issuance of the initial Series of Bonds, satisfaction of the condition provided in clause (ii) of the subsection (b) is not required:

(i) The Issuer and the Trustee have entered into a Supplemental Indenture (which Supplemental Indenture shall not require the approval of the Registered Owners of any of the Outstanding Bonds) providing the terms and forms of the proposed Series of Bonds as described in Section 2.01 hereof, including the designation of such Series of Bonds as Senior Bonds, Senior-Subordinate Bonds or Subordinate Bonds, whether such Series of Bonds constitutes Taxable Bonds or Tax-Exempt Bonds (or a combination thereof), the redemption and selection for redemption provisions applicable to such Series of Bonds, and the application of the proceeds of the Bonds and any Issuer contribution;

(ii) A Rating Agency Confirmation shall have been received with respect to the issuance of such Series of Bonds; and

(iii) Upon the issuance of the proposed Series of Bonds, an amount equal to the Debt Service Reserve Fund Requirement with respect to such Series of Bonds, if any, shall be deposited into the Debt Service Reserve Fund;

(c) The Trustee is authorized to set up any additional Funds or Accounts or Subaccounts under this Indenture which it deems necessary or convenient in connection with the issuance and delivery of any Series of Bonds.

Section 2.09. Book-Entry System.

(a) Unless otherwise determined in the Supplemental Indenture authorizing the issuance of a Series, the Registered Owner of all Bonds of such Series shall be a Securities Depository and such Bonds shall be registered in the name of the nominee for the Securities Depository. The “Bonds” referred to in this Section shall refer to the Bonds registered in the name of the Securities Depository.

(b) The Bonds shall be initially issued in the form of separate, single, authenticated fully registered Bonds in the amount of each separate Series, interest rate and Stated Maturity of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration records kept by the Registrar in the name of the nominee of the Securities Depository. The Trustee and the Issuer may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of (i) payment of the principal or Redemption Price of or interest on

the Bonds, (ii) selecting the Bonds or portions thereof to be redeemed, (iii) giving any notice permitted or required to be given to Registered Owners under this Indenture, (iv) registering the transfer of Bonds and (v) obtaining any consent or other action to be taken by Registered Owners and for all other purposes whatsoever, and neither the Trustee nor the Issuer shall be affected by any notice to the contrary (except as provided in subsection (c) of this Section). Neither the Trustee nor the Issuer shall have any responsibility or obligation to any Participant, any beneficial owner or any other Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the registration records of the Registrar as being a Registered Owner, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, the payment to the Securities Depository of any amount in respect of the principal or Redemption Price of or interest on the Bonds; any notice which is permitted or required to be given to Registered Owners under this Indenture; the selection by the Securities Depository or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Securities Depository as Registered Owner. The Trustee shall pay all principal and Redemption Price of and interest on the Bonds only to or upon the order of the Securities Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal, purchase price or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in subsection (c) of this Section, no Person other than the Securities Depository shall receive an authenticated Bond for each separate maturity evidencing the obligation of the Issuer to make payments of principal or Redemption Price and interest pursuant to this Indenture. Upon delivery by the Securities Depository to the Trustee of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of the preceding nominee, the Bonds will be transferable to such new nominee in accordance with subsection (d) of this Section.

(c) In the event the Issuer determines that it is in its best interest not to continue the book-entry system of transfer or that the interest of the beneficial owners of the Bonds might be adversely affected if the book-entry system of transfer is continued, the Issuer may notify the Securities Depository and the Trustee, whereupon the Securities Depository will notify the Participants, of the availability through the Securities Depository of Bond certificates. In such event, the Trustee shall authenticate, transfer and exchange Bond certificates as requested by the Securities Depository in appropriate amounts in accordance with subsection (d) of this Section. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Issuer and the Trustee and discharging its responsibilities with respect thereto under applicable law, or the Issuer may determine that the Securities Depository is incapable of discharging its responsibilities and may so advise the Securities Depository. In either such event, the Issuer shall either establish its own book-entry system or use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor Securities Depository), the Issuer and the Trustee shall be obligated to deliver Bond certificates as described in this Indenture and in accordance with subsection (d) of this Section. In the event Bond certificates are issued, the provisions of this Indenture shall apply to such Bond certificates in all respects, including, among other things, the transfer and exchange of such certificates and the method of payment of principal or Redemption

Price of and interest on such certificates. Whenever the Securities Depository requests the Issuer and the Trustee to do so, the Trustee and the Issuer will cooperate with the Securities Depository in taking appropriate action after reasonable notice (i) to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds credited to its account with the Securities Depository or (ii) to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

(d) Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the nominee of the Securities Depository, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in its representation letter.

(e) In connection with any notice or other communication to be provided to Registered Owners pursuant to this Indenture by the Issuer or the Trustee or with respect to any consent or other action to be taken by Registered Owners, the Issuer or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than 7 calendar days in advance of such record date to the extent possible. Such notice to the Securities Depository shall be given only when the Securities Depository is the sole Registered Owner.

(f) In the event that any transfer or exchange of Bonds is permitted under subsection (b) or (c) of this Section, such transfer or exchange shall be accomplished upon receipt by the Trustee from the Registered Owner thereof of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of this Indenture. In the event Bond certificates are issued to Registered Owners other than the nominee of the Securities Depository, or another securities depository as owner of all the Bonds, the provisions of this Indenture shall also apply to, among other things, the printing of such certificates and the methods of payment of principal or Redemption Price of and interest on such certificates.

Section 2.10. Redemption of Bonds.

(a) Bonds subject to redemption prior to maturity pursuant to a Supplemental Indenture with respect to a Series shall be redeemable, upon notice as provided in this Section, at such times, at such Redemption Prices and upon such terms as may be specified in the Supplemental Indenture authorizing such Series.

(b) In the case of any redemption of Bonds otherwise than as provided in subsection (c) of this Section, the Issuer shall give written notice to the Trustee of its election or direction so to redeem, of the Redemption Date, of the Series, of the principal amounts of the Bonds of each Stated Maturity (and interest rate if necessary) of such Series to be redeemed (which Redemption Date, Series, Stated Maturities and principal amounts thereof may be determined in the Issuer's sole discretion, subject to any limitations with respect thereto contained in this Indenture and any Supplemental Indenture) and of any moneys to be applied to the payment of the Redemption Price. Such notice shall be given at least 20 days (or such shorter period as may be set forth in the applicable Supplemental

Indenture) prior to the Redemption Date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as provided in this Section, the Issuer shall, except as provided in subsection (e) of this Section, on or prior to the Redemption Date, pay to the Trustee an amount in cash which, in addition to other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem on the Redemption Date at the Redemption Price thereof, all of the Bonds to be redeemed.

(c) Whenever by the terms of this Indenture, the Trustee is required to redeem Bonds otherwise than at the election or direction of the Issuer, and subject to and in accordance with the terms of this Section and any applicable Supplemental Indenture, the Trustee shall select the Redemption Date of the Bonds to be redeemed, give the notice of redemption and pay the Redemption Price to the Trustee.

(d) Except as may otherwise be provided in a Supplemental Indenture, if less than all of the Bonds of one Series and Stated Maturity (and interest rate, if applicable) shall be called for redemption, the particular Bonds of such Series and Stated Maturity (and interest rate, if applicable) to be redeemed shall be selected for redemption by the Trustee or the Securities Depository, if in book-entry form, by lot in such manner as the Trustee or the Securities Depository in its discretion may determine or in any other manner or date required by the applicable Supplemental Indenture; provided, however, that the portion of any Bonds to be redeemed shall be in an Authorized Denomination, and that in selecting Bonds for redemption, the Trustee shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount at maturity of such Bond by the minimum Authorized Denomination.

(e) When the Trustee shall receive notice from the Issuer of its election or direction to redeem Bonds pursuant to subsection (b) of this Section, and when redemption of Bonds is required by this Indenture pursuant to subsection (c) of this Section, the Trustee shall give notice in the name of the Issuer, of the redemption of such Bonds, which notice shall specify the Series and Stated Maturities of the Bonds to be redeemed, the Redemption Price, the Redemption Date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Bonds of any like Series and Stated Maturity (and interest rate, if applicable) are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, the CUSIP numbers of the Bonds to be redeemed (provided that any such notice shall state that no representation is made as to the correctness of CUSIP numbers, either as printed on such Bonds or as contained in the notice of redemption) and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of registered Bonds to be redeemed in part only, together with interest accrued to the Redemption Date, and that from and after such Redemption Date interest thereon shall cease to accrue and be payable except as otherwise provided herein. Such notice may however state that it is a conditional notice and that the redemption shall be cancelled if moneys are not available on the Redemption Date as provided in subsection (f) of this Section. The Trustee shall mail a copy of such notice, postage prepaid, not less than 15 nor more than 60 days (or

such shorter period as may be set forth in the applicable Supplemental Indenture) before the Redemption Date to the Registered Owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses appearing upon the registration records, but failure so to mail any such notice to a given Registered Owner shall not affect the validity of the proceedings for the redemption of Bonds to other Registered Owners.

(f) Notice having been given in the manner provided in subsection (e) of this Section, the Bonds or portions thereof so called for redemption shall except as provided in subsection (e) of this Section, become due and payable on the Redemption Date so designated at the Redemption Price, and, upon presentation and surrender thereof at the office specified in such notice, together with, a written instrument of transfer duly executed by the Registered Owner or his duly authorized attorney, such Bonds or portion thereof shall be paid at the Redemption Price. If there shall be designated for redemption less than all of a Bond, the Issuer shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Bond, without charge to the Registered Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered at the option of the Registered Owner thereof, Bonds of like Series, interest rate and Stated Maturity in any of the Authorized Denominations therefor. If, on the Redemption Date, moneys for the redemption of all the Bonds (or portions thereof) of any like Series, interest rate and Stated Maturity to be redeemed, together with interest to the Redemption Date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the Redemption Date interest on the Bonds or portions thereof of such Series, interest rate and Stated Maturities so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the Redemption Date (other than for mandatory sinking fund redemption), the redemption shall be cancelled and such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

(g) Upon any redemption or purchase of Bonds of any Series, interest rate and Stated Maturity for which mandatory sinking fund payments (other than cumulative mandatory sinking fund payments) have been established, there shall be credited toward each such mandatory sinking fund payment thereafter to become due in an amount bearing the same ratio to such mandatory sinking fund payment as the total principal amount of such Bonds so purchased or redeemed bears to the total amount of all such mandatory sinking fund payments to be credited. If, however, there shall be filed with the Trustee by an Authorized Officer written instructions specifying a different method for crediting such mandatory sinking fund payments upon any such purchase or redemption of Bonds, then such mandatory sinking fund payments shall be so credited as shall be provided in such instructions. The portion of any such mandatory sinking fund payment remaining after the deduction of any such amounts credited towards the same (or the original amount of any such mandatory sinking fund payment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such mandatory sinking fund payment for the purpose of calculation of mandatory sinking fund payments due on a future date.

Section 2.11. Delivery of Bonds. The President of the Issuer shall have control of the Bonds and all necessary records and proceedings pertaining to each Series of Bonds and their delivery to the Underwriter. Such initial Bond thus registered shall remain in the custody of the

President of the Issuer (or his or her designee) until delivered to the Underwriters. Upon the delivery of such initial Bond on the applicable Date of Issuance, such initial Bond shall be canceled by the Trustee, and the Trustee shall authenticate and deliver definitive Bonds of such Series in the manner provided in the related Supplemental Indenture.

Section 2.12. Residual Certificate. The Residual Certificate shall be in substantially the form set forth in Exhibit C, with such variations, omissions and insertions as may be necessary. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate and deliver the Residual Certificate.

The Residual Certificate shall bear the transfer restrictions set forth on Exhibit C hereto. By its acceptance of any Residual Certificate or any beneficial interest in any Residual Certificate bearing the transfer restrictions set forth on Exhibit C hereto, each Residual Certificateholder of such a Residual Certificate acknowledges the restrictions on transfer of such Residual Certificate set forth in such restrictive transfer restrictions and agrees that it will transfer such Residual Certificate only as provided in such restrictive legend(s). Any transfer or assignment of a Residual Certificate, or any interest therein, that is not effected pursuant to the provisions of this Indenture shall be null and void and shall not be taken into account by, or be binding upon, the Trustee or any other party.

It is the intention and agreement of the Residual Certificateholder and the Registered Owners (the Registered Owners evidencing their consent by their acceptance of the Bonds) that, for income and franchise tax purposes, any interests in the Trust Estate created under this Indenture shall be treated as an entity whose separate existence is disregarded for tax purposes and with the Residual Certificateholder treated as the sole owner of the assets comprising the Trust Estate.

ARTICLE III

PARITY AND PRIORITY OF LIEN; OTHER OBLIGATIONS

Section 3.01. Parity and Priority of Lien. As they relate to the Bonds and the Registered Owners, 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 Registered Owners of any and all of the Bonds, all of which, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in this Indenture with respect to certain payment and other priorities.

Section 3.02. Other Obligations.

(a) The Issuer reserves the right to issue other bonds or obligations which do not constitute or create a lien on the Trust Estate.

(b) The Issuer shall not commingle the Funds established by this Indenture with funds, proceeds, or investment of funds relating to other issues or series of bonds heretofore or hereafter issued.

(c) The Revenues and other moneys, Financed 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 Financed Eligible Loan is found to have been subject to a lien at the time such Financed Eligible Loan was financed, the Issuer shall cause such lien to be released, shall purchase such Financed Eligible Loan from the Trust Estate for a purchase price equal to its principal amount plus any accrued unpaid interest thereon, or shall replace such Financed 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. Except as otherwise provided herein, the Issuer shall not create or voluntarily permit to be created any debt, lien, or charge on the Financed 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 Bonds 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 Financed Eligible Loans; provided, however, that nothing in this subsection (c) 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, in the opinion of the Trustee, the same will endanger the security for the Bonds; and provided further that any lien on the Trust Estate subordinate to the lien of this Indenture (i.e., subordinate to the lien securing the Senior Bonds, the Senior-Subordinate Bonds and the Subordinate Bonds) shall be entitled to no payment from the Trust Estate, nor may any remedy be exercised with respect to such subordinate lien against the Trust Estate until all Bonds have been paid or deemed paid hereunder.

ARTICLE IV

PROVISIONS APPLICABLE TO THE BONDS; DUTIES OF THE ISSUER

Section 4.01. Payment of Bonds. 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 Bond issued under the provisions of this Indenture at the places, on the dates and in the manner specified herein and in said Bonds and any premium required for the retirement of said Bonds by purchase or redemption according to the true intent and meaning thereof.

The Issuer shall at all times maintain an office or agency where Bonds may be presented for registration, transfer or exchange, and where notices, presentations and demands upon the Issuer in respect of the Bonds or of this Indenture may be served. The Issuer hereby appoints the Trustee as its agent to maintain such office or agency for the registration, transfer or exchange of Bonds, and for the service of such notices, presentations and demands upon the Issuer.

Section 4.02. Covenant to Perform Obligations Under This Indenture. The Issuer covenants that it will faithfully perform at all times and at all places all covenants, undertakings, stipulations, provisions and agreements contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of the Issuer pertaining thereto. The Issuer covenants that it is duly authorized to issue the Bonds authorized hereby and to enter into this Indenture and that all action on its part for the issuance of the Bonds issued hereunder and the execution and delivery of this Indenture has been duly and effectively taken; and that such Bonds in the hands of the Registered Owners thereof are and will be valid and enforceable special, limited obligations of the Issuer according to the tenor and import thereof.

In consideration of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this Indenture shall be a part of the contract of the Issuer with the Registered Owners of the Bonds and shall be deemed to be and shall constitute a contract among the Issuer, the Trustee and the Registered Owners from time to time.

Section 4.03. Further Instruments and Actions. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better pledging all and singular of the Trust Estate pledged hereby to the payment of the principal of, premium, if any, and the interest on the Bonds and other amounts owed hereunder to the Registered Owners.

Section 4.04. Administration of the Program. The Issuer shall administer, operate and maintain the Program in such manner as to ensure that the Financed Eligible Loans will conform to the requirements of the Program Manuals and any Supplemental Indenture.

Section 4.05. Financing, Collection and Assignment of Eligible Loans. The Issuer shall make, acquire, finance and refinance only Eligible Loans with moneys in the Student Loan Fund and shall diligently cause to be collected all principal and interest payments (subject to Section 4.06 hereof) on all the Financed Eligible Loans and all defaulted payments which relate to such Financed Eligible Loans. The Issuer shall, and shall direct in writing each Servicer to, transmit all principal and interest payments on all the Financed Eligible Loans to the Trustee for deposit to the Revenue Fund within two (2) Business Days of identification of the related Financed Eligible Loans. The Issuer will comply with all United States and state statutes, rules and regulations which apply to the Program and to such Financed Eligible Loans.

Section 4.06. Enforcement of Financed Eligible Loans.

(a) The Issuer shall, subject to subsection (b) of this Section and the last sentence of this subsection (a), cause to be diligently enforced, and take all steps, actions and proceedings reasonably necessary for the enforcement of, all terms, covenants and conditions of all Financed Eligible Loans, the Program Manuals, the Origination Agreement, the Student Loan Purchase Agreements and agreements in connection therewith, including the prompt payment of all principal and interest payments and all other amounts due the Issuer thereunder. The Issuer shall not, except as permitted by subsection (b) of this Section and the last sentence of this subsection (a), permit the release of the obligations of any borrower under any Financed Eligible Loan and shall, subject to

subsection (b) of this Section and the last sentence of this subsection (a), at all times, to the extent permitted by law, cause to be defended, enforced, preserved and protected the rights and privileges of the Issuer and the Trustee hereunder or with respect to each Financed Eligible Loan and agreement in connection therewith. The Issuer shall not, subject to subsection (b) of this Section and the last sentence of this subsection (a), consent or agree to or permit any amendment or modification of any Financed Eligible Loan or agreement in connection therewith which will in any manner materially adversely affect the rights or security of the Registered Owners hereunder. Nothing in this Indenture shall be construed to prevent the Issuer from (i) granting a reasonable forbearance to a borrower (unless such forbearance will, in the reasonable judgment of the Issuer, have a material adverse impact on the Issuer's ability to meet its obligations hereunder); (ii) settling a default or curing a delinquency on any Financed Eligible Loan on such terms as shall be permitted by law and as permitted by the Program Manuals; (iii) forgiving the repayment of any Financed Eligible Loan upon the death or permanent disability of a borrower or benefiting student, (iv) offering borrower benefits that are permitted under the Program Manuals, (v) settling or curing a delinquency on any Financed Eligible Loan or otherwise settling any dispute with a borrower on such terms as shall be required by law or as the Issuer may deem to be in the best interest of the Program, (vi) providing any deferral, forbearance or other similar benefits in accordance with the standards and requirements of the Program; (vii) with respect to any Defaulted Loan, rescheduling, revising, deferring, selling or otherwise compromising payments or taking other reasonable actions with respect to Defaulted Loans in connection with maximizing the recovery on such Defaulted Loans as further set forth in subsection (c) of this Section, (viii) ceasing collection and servicing efforts with respect to any small balance Financed Eligible Loan when and if the Issuer determines that the probable costs of collection and servicing exceed the expected proceeds of collection (including having a write-off policy that is consistent with the standards and requirements of the applicable Servicer); (ix) if the Issuer shall have satisfied the Rating Agency Notification, charging interest at a lower rate than is required by the Program Manuals or any Supplemental Indenture; or (x) if the Issuer shall have satisfied the Rating Agency Notification, establishing discounts or granting forgiveness of principal of or interest on Financed Eligible Loans.

(b) Notwithstanding the foregoing, the Issuer may also forgive the principal of and/or interest and other fees and charges on all or a portion of the Financed Eligible Loans to prevent interest on any Tax-Exempt Bonds from being includable in the gross income of the owners thereof for federal income tax purposes, or take such other action as may be provided in the written opinion of Bond Counsel (including, but not limited to, the payment of "yield reduction payments" under § 1.148-5(c) of the Treasury Regulations), and may forgive the remaining indebtedness on any Financed Eligible Loan if, in the reasonable judgment of the Issuer evidenced by a certificate delivered to the Trustee, the cost of collection of the remaining indebtedness of such Financed Eligible Loan would exceed such remaining indebtedness.

(c) The Issuer, or its designated agent (which designated agent may be an Administrator, a Servicer or any third-party collection agent), shall undertake reasonable collection efforts with respect to any Defaulted Loans in accordance with customary industry standards and practices. All such collection efforts shall be conducted in material

compliance with all applicable federal, state and local laws, including any applicable consumer protection laws. Any such designated agent of the Issuer that successfully collects amounts owed from borrowers on Defaulted Loans may be compensated for such collection efforts by deducting and retaining a customary percentage of amounts collected from borrowers, as well as any related collection expenses, on Defaulted Loans that is approved by the Issuer with all remaining amounts collected from borrowers on Defaulted Loans being promptly deposited to the applicable Account of the Revenue Fund, regardless of whether any such borrower payments result in a reduction in the outstanding principal balance of any such Defaulted Loans. Notwithstanding anything set forth in this Indenture to the contrary, such designated agent of the Issuer may directly collect amounts received from borrowers with respect to Defaulted Loans for deposit with the Trustee and any deductions from amounts collected on Defaulted Loans by designated agents of the Issuer as compensation for performing collection efforts, as well as any related collection expenses, shall not be deemed Revenue or a Senior Transaction Fee or Subordinate Transaction Fee under this Indenture. To the extent that the Issuer or its designated agent, pays or advances collection expenses on behalf of a collection agent for Defaulted Loans, the Issuer may be reimbursed from collections prior to the deposit of such amounts in the Revenue Fund to the same extent as if such collection expenses had been directly paid, and deducted from such collections, by the collection agent. The Issuer, or its designated agent serving as collection agent, may act as custodian for any Defaulted Loans. The Issuer, or its designated agent, shall be permitted to reschedule, revise, defer or otherwise compromise payments or take other reasonable actions with respect to Financed Eligible Loans that are Defaulted Loans in connection with maximizing the recovery on such Financed Eligible Loans. The Issuer, or its designated agent, shall also be permitted to cease collection and servicing efforts with respect to any Financed Eligible Loans when and if the Issuer determines that the probable costs of collection and servicing exceed the expected proceeds of collection or that the Financed Eligible Loan is unsuitable for continued collection efforts.

Section 4.07. Administration and Servicing. The Issuer shall take all actions and do all things reasonably necessary to administer the Trust Estate and perform the duties of the Issuer and the Administrator hereunder and shall enter into an Administration Agreement with any sub-administrator it shall retain. The Issuer shall cause to be diligently enforced, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all material terms, covenants and conditions of any Administration Agreement, including without limitation causing the preparation of all reports, filings, instruments, certificates and opinions required by the Basic Documents, performing all duties with respect to the administration and collection of the Financed Eligible Loans and enforcement of the Origination Agreement, the Servicing Agreements and the Student Loan Purchase Agreements, monitoring the performance of the duties and obligations of the Servicers, the Origination Agent and the Trustee under the Servicing Agreements, the Origination Agreement and this Indenture, respectively and taking all non-ministerial actions as directed by the Issuer or the Trustee. To the extent the Issuer is the Administrator, the Issuer shall perform such duties enumerated above. If an Administrator Default has occurred and is continuing with respect to the Issuer as the Administrator (after giving effect to any applicable cure period specified in the definition thereof), the Issuer shall, within 60 days after the occurrence of such Administrator Default and the running of the applicable cure period appoint a successor Administrator who shall enter into an Administration Agreement to perform the duties enumerated

above, and the Rating Agency Notification shall first be satisfied. If such action is not taken by the Issuer within such time period, the Trustee, at the written direction of the Registered Owners representing not less than a majority in aggregate principal amount of the Bonds then Outstanding, shall appoint a successor Administrator who shall enter into an Administration Agreement to perform the duties enumerated above, and the Rating Agency Notification shall first be satisfied. The Issuer will not voluntarily consent to or permit any rescission of or consent to any amendment to or otherwise take any action under or in connection with any Administration Agreement or any similar or supplemental agreement which in any manner will materially adversely affect the rights of the Registered Owners hereunder.

The Issuer shall cause to be diligently enforced, and take all reasonable steps, actions and proceedings necessary for the enforcement of, all terms, covenants and conditions of the Servicing Agreements with Servicers with respect to the servicing of the Financed Eligible Loans. The Issuer, or an Administrator on its behalf, shall cause each Servicer to duly and properly service all Financed Eligible Loans and enforce the payment and collection of all payments of principal and interest payments which relate to any Financed Eligible Loans. The Issuer shall cause each Servicer to enter into a Servicing Agreement providing that the Servicer will administer and collect all Financed Eligible Loans in the manner consistent with Sections 4.06 and 4.08 hereof and perform any duties, obligations and functions imposed upon the Servicer therein. The Issuer shall not remove, or permit an Administrator to remove on its behalf, any Servicer under a Servicing Agreement unless (i) the Issuer shall have appointed a successor Servicer, (ii) the successor Servicer shall have executed and delivered a Servicing Agreement, and (iii) the Issuer shall have satisfied the Rating Agency Notification.

Nothing in this Section shall affect the Trustee's rights to indemnification under Section 7.05 hereof. Notwithstanding the foregoing, upon an Event of Default and an acceleration of the maturity of the Bonds pursuant to Section 6.09 hereof, the Trustee (and not the Issuer) shall exercise the Issuer's rights and duties under this Section.

The Issuer covenants not to consent or agree to or permit any amendment, supplement or modification of an Administration Agreement or any Servicing Agreement unless the Rating Agency Notification has been satisfied with respect to any such amendment, supplement or modification; provided that, an Administration Agreement or any Servicing Agreement may be amended at any time upon the mutual written consent of the parties to cure any ambiguity, defect, or omission in the Administration Agreement or any Servicing Agreement without a Rating Agency Notification upon receipt of an Opinion of Counsel that any such amendment or modification will not materially adversely affect the rights or security of the Registered Owners, is authorized and permitted by such Administration Agreement or Servicing Agreement and all conditions precedent have been satisfied.

Section 4.08. Administration and Collection of Financed Eligible Loans.

(a) All Financed Eligible Loans which are part of the Trust Estate shall be administered and collected by a Servicer and/or Administrator selected by the Issuer in a competent, diligent and orderly fashion and in accordance with all applicable requirements of this Indenture, any Supplemental Indenture and the Program Manuals.

(b) The promissory notes evidencing Financed Eligible Loans shall be held or, with respect to electronically executed promissory notes, maintained by the Servicer pursuant to a Servicing Agreement. Subject to the foregoing, the Issuer covenants and agrees as follows with respect to all Financed Eligible Loans:

(i) The Servicer holds promissory notes evidencing Financed Eligible Loans and related documentation as bailee for and on behalf of the Trustee for purposes of perfecting the security interests of the Trustee therein.

(ii) All sums received by the Issuer or the Servicer with respect to Financed Eligible Loans shall be held on behalf of the Trustee including, but not limited to, all payments of principal and interest and proceeds of the sale thereof. All such amounts shall be held in a segregated account and shall not be commingled with any of the Issuer's or Servicer's other funds.

Section 4.09. Tax Covenants.

(a) The Issuer shall at all times do and perform all acts and things necessary or desirable in order to assure that interest paid on the Tax-Exempt Bonds shall, for purposes of federal income taxation, be excludable from the gross income of the recipients thereof, including, but not limited to, such actions as are required to be taken pursuant to any Tax Documents and this Indenture.

(b) The Issuer shall not permit at any time or times any of the proceeds of the Bonds or any other funds of the Issuer to be used directly or indirectly to acquire any securities or obligations, the acquisition of which would cause any Tax-Exempt Bond to be or become an "arbitrage bond" as defined in Section 148 of the Code.

(c) The Issuer shall take such action as may be necessary to assure that the Portfolio Yield as of the date of final payment of related Tax-Exempt Bonds does not exceed the related Bond Yield by an amount greater than may be consistent with any Tax Documents, including paying any required amounts to the Internal Revenue Service and/or the forgiveness and discharge of borrower payment obligations with respect to the outstanding principal amounts of and any interest and other fees due upon any or all of such Financed Eligible Loans upon any such payment date.

(d) The foregoing covenants shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article X hereof or any other provision hereof, and notwithstanding any provision hereof, the Issuer shall observe its covenants and agreements contained in the Tax Documents, to the extent that, and for so long as, such covenants and agreements are required by law.

Section 4.10. No Waiver of Laws. The Issuer shall not at any time insist upon or plead in any manner whatsoever, or claim to take the benefit or advantage of any stay or extension of law now or at any time hereafter in force which may affect the covenants and agreements contained in this Indenture or in the Bonds and all benefit or advantage of any such law or laws is hereby expressly waived by the Issuer.

Section 4.11. Pledge of Trust Estate.

(a) The Issuer's chief executive office and chief place of business, including the office where the Issuer keeps its records concerning the Financed Eligible Loans and related Revenues and the pledged Funds (collectively referred to below as the "Records") is located at 11595 N. Meridian Street, Suite 200, Carmel, IN 46032. The Issuer shall give the Trustee not less than 30 days' prior written notice of any change in its name or in the location of its chief executive office, its chief place of business and/or the location at which it keeps the Records.

(b) The Issuer shall, at its own expense, execute and deliver such instruments and documents as may be required in order to maintain in favor of the Trustee a perfected, first-priority security interest in the Financed Eligible Loans and related Revenues and the pledged Funds pursuant to the Uniform Commercial Code of the State of Indiana. Without limiting the generality of the foregoing, the Issuer shall execute, deliver and file all such financing and continuation statements and amendments thereto and such other instruments, endorsements and notices as may be necessary in order to perfect and preserve the lien and pledge of this Indenture.

(c) The Issuer hereby authorizes the Trustee from time to time to file financing statements, continuation statements and amendments thereto, relative to all or any part of the Financed Eligible Loans, the related Revenues and the pledged Funds, without the signature of the Issuer (where permitted by law). Copies of any such statement or amendment shall be promptly delivered to the Issuer. The Trustee agrees, without further notice, to confirm with the Issuer if any such filing has been or will be completed by the Issuer and, if not, the Trustee shall prepare, request that the Issuer execute (if such execution is necessary for any such filing) and file in a timely manner all of the continuation statements referred to herein in accordance with Section 7.03 hereof.

(d) The Issuer shall timely pay or reimburse the Trustee for any and all filing, registration and recording fees (and any refiling, re-registration and re-recording fees) and all expenses incident to the execution, delivery and/or performance of this Indenture and any agreement or instrument of further assurance furnished hereunder.

(e) The Issuer shall warrant and defend its title to the Financed Eligible Loans, the related Revenues and the pledged Funds against the claims and demands of all Persons other than the Trustee and the Registered Owners of the Bonds.

(f) Except for the lien and pledge of this Indenture, and any other liens expressly authorized under this Indenture, the Issuer will not cause or permit all or any part of the Trust Estate, including but not limited to the Financed Eligible Loans and related Revenues and the pledged Funds, to become subject to any consensual or non-consensual lien or encumbrance.

(g) Except for the lien and pledge of this Indenture, (i) the Issuer has no knowledge, and has not received any notice, that any party other than the Trustee, on behalf of the Registered Owners of the Bonds, has or claims to have any security interest or other

lien on all or any part of the Trust Estate; and (ii) no party, other than the Issuer and the Trustee, on behalf of the Registered Owners of the Bonds, has or claims to have any interest whatsoever in all or any part of the Trust Estate.

(h) The Issuer hereby represents and warrants for the benefit of the Trustee and the Registered Owners of the Bonds as follows:

(i) Notwithstanding any other provision of this Indenture, pursuant to the Act, a security interest in the Trust Estate granted by the Issuer is attached and perfected at the time the security interest is executed and delivered by the Issuer. The security interest grants to the Trustee a first prior perfected security interest in the Trust Estate for the benefit of the Trustee without regard to the location of the assets that constitute the Trust Estate.

(ii) The Financed Eligible Loans are instruments, including promissory notes, or payment intangibles within the meaning of the Uniform Commercial Code of the State of Indiana.

(iii) The Issuer owns and has good and marketable title to the Financed Eligible Loans free and clear of any lien, charge, security interest or other encumbrance of any Person, other than those granted pursuant to this Indenture.

(iv) The Issuer has caused or will have caused, within 10 days after the date of initial issuance of each Series, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Financed Eligible Loans granted to the Trustee hereunder pursuant to the Uniform Commercial Code of the State of Indiana.

(v) Other than the pledge to the Trustee pursuant to this Indenture, the Issuer has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Financed 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 Financed Eligible Loans other than any financing statement relating to the pledge granted to the Trustee hereunder and such financing statements that have been terminated. The Issuer is not aware of any judgment or tax lien filings against the Issuer.

(i) The Issuer shall assure that its Program's electronic loan processes comply with applicable law.

(j) For the purposes of this Indenture, any Financed Eligible Loans, including electronic loans, in which the Trustee has received a pledge, shall be accounted for in the Student Loan Fund.

(k) The transactions described in this Indenture may be conducted and related documents may be stored by electronic means as provided in this Section. 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.

(l) The Paying Agent is hereby appointed as the sole and exclusive agent and bailee of the Trustee solely in order to take possession and custody of the pledged Funds for the purpose of perfecting and continuing the perfection of the Trustee's security interest in the pledged Funds. The Paying Agent hereby accepts such appointment, acknowledges receipt of notice of the security interest held by the Trustee in the pledged Funds and acknowledges that it is holding such pledge Funds for such purpose and solely for the Trustee's benefit.

(m) The Issuer shall take all steps necessary to maintain the pledge and priority of the Trustee's interest in the Financed Eligible Loans.

Section 4.12. Amendment of Student Loan Purchase Agreements. The Issuer will not consent or agree to or permit any amendment, supplement or modification of a Student Loan Purchase Agreement unless the Rating Agency Notification has been satisfied with respect to such Student Loan Purchase Agreement amendment, supplement or modification; provided that, a Student Loan Purchase Agreement may be amended at any time upon the mutual written consent of the parties to cure any ambiguity, defect, or omission in the Student Loan Purchase Agreement without a Rating Agency Notification upon receipt of an Opinion of Counsel that any such amendment or modification will not materially adversely affect the rights or security of the Registered Owners, is authorized and permitted by the Student Loan Purchase Agreement and all conditions precedent have been satisfied.

Section 4.13. Senior Transaction Fees. The amount of the Senior Transaction Fees may be increased at any time upon satisfaction of the Rating Agency Notification. The Standard Servicing Fees payable to the Servicers servicing Financed Eligible Loans on the Date of Issuance that are payable as Senior Transaction Fees pursuant to Section 5.03 hereof shall not exceed the existing amounts of Standard Servicing Fees payable pursuant to the applicable Servicing Agreements in existence on the Date of Issuance (including any currently contemplated increases to those amounts pursuant to existing inflationary escalator clauses relating to such Standard Servicing Fees as set forth in the Servicing Agreements on the Date of Issuance). After the Date of Issuance, to the extent that any Financed Eligible Loans are serviced by any other Servicer, the amount of Standard Servicing Fees payable to such other Servicer as Senior Transaction Fees pursuant to Section 5.03 hereof shall not exceed the amounts payable pursuant to the initial Servicing Agreements (including any increases and contemplated increases to those amounts pursuant to existing inflationary escalator clauses relating to such Standard Servicing Fees as set forth in the Servicing Agreements on the Date of Issuance) in effect on the Date of Issuance unless the Rating Agency Notification shall have been satisfied. The Standard Servicing Fees payable to a Servicer may be increased at any time upon satisfaction of the Rating Agency Notification.

Section 4.14. Monthly Reports; Periodic Information on the Financed Eligible Loans. Except as provided below, the Administrator shall prepare and furnish to the Issuer and the Trustee a Monthly Report at least two (2) Business Days prior to the last Business Day of each calendar month. The Issuer shall make available a copy of each Monthly Report or portion thereof

(as provided in the third paragraph of this Section) promptly after receipt thereof via its website (presently at <https://www.investedindiana.org/investors>), and to each Rating Agency then rating Outstanding Bonds. The Trustee shall provide a copy of any Monthly Report to each Rating Agency then rating Outstanding Bonds upon request from such Rating Agency and shall direct any other party requesting a copy of any Monthly Report to the Issuer's website.

The Issuer may cease making such Monthly Reports available on its website, provided that it provides an alternate means of delivery.

In addition, the Issuer shall make periodic information on the Financed Eligible Loans substantially of the type set forth in Exhibit A hereto publicly available at least semi-annually. The Issuer reserves the right, however, (a) to alter the format in which such periodic information is presented, (b) to make such periodic information available either by posting as part of, or in the same manner as, annual reports filed pursuant to the Continuing Disclosure Agreement or, subject to compliance with such Continuing Disclosure Agreement, by posting on a publicly accessible website, or (c) to make such periodic information available by including it as part of the Monthly Report that is delivered during that period.

The Issuer also agrees to comply with the Issuer provisions of Section 7.17 hereof relating to Rating Agency Notifications and Rating Agency Confirmations.

Section 4.15. Reports of Repurchase Demands. So long as any Bond remains Outstanding, the Trustee shall notify any Seller in substantially the form of Exhibit B attached hereto of (a) any written Registered Owner requests or demands received by the Trustee for a Seller to use reasonable efforts to cause the purchase or substitution of a Financed Eligible Loan by a prior loan servicer or transferor for failure to comply with the requirements of a Student Loan Purchase Agreement with respect to a Financed Eligible Loan that occurred before the date hereof pursuant to such Student Loan Purchase Agreement, (b) notification with respect to any actions taken by the Trustee or determinations made by the Trustee with respect to any such demand communicated to the Trustee in respect of the Financed Eligible Loans, and (c) upon written request by, and at the sole cost and expense of, the Issuer, any other records or information reasonably requested by a Seller that is in the Trustee's possession and reasonably accessible to it to facilitate compliance by the Seller with Rule 15Ga-1 under the Exchange Act of 1934, as amended ("Rule 15Ga-1") (including to accommodate reasonable requests made by a Seller in good faith for delivery of information under this Section on the basis of evolving interpretations of Rule 15Ga-1) but not more than once per calendar quarter or such other quantity of requests as may be mutually agreed to by the Trustee and a Seller. Such notifications shall be provided by the Trustee as soon as practicable and in any event within fifteen Business Days of such request or such other time frame as may be mutually agreed to by the Trustee and a Seller. Such notices shall be provided to the Seller at such address or by such other means of communication as may be specified by the Seller to the Trustee from time to time. If any such request or demand is made in non-written form, the Trustee shall request that such demand be put into writing.

ARTICLE V

FUNDS

Section 5.01. Creation and Continuation of Funds and Accounts.

(a) There are hereby created and established the following Funds to be held and maintained by the Paying Agent on behalf of the Trustee for the benefit of the Registered Owners:

(i) Student Loan Fund, including a Tax-Exempt Account and a Taxable Account therein;

(ii) Revenue Fund, including a Tax-Exempt Account and a Taxable Account therein;

(iii) Capitalized Interest Fund, including a Tax-Exempt Account and a Taxable Account therein;

(iv) Debt Service Fund, including a Tax-Exempt Interest Account, a Tax-Exempt Principal Account, a Tax-Exempt Retirement Account, a Taxable Interest Account, a Taxable Principal Account and a Taxable Retirement Account; and

(v) Debt Service Reserve Fund, including a Tax-Exempt Account and a Taxable Account therein.

(b) There is hereby created and established the Rebate Fund, to be held and maintained by the Paying Agent on behalf of the Trustee, in which neither the Issuer nor the Registered Owners have any right, title or interest.

(c) The Operating Fund does not constitute a Fund within the meaning of this Indenture, and is held by the Issuer as described in Section 5.08 hereof. The Registered Owners shall have no right, title or interest in the Operating Fund. The Issuer hereby directs the Paying Agent to create, establish and maintain the Operating Fund and take further direction pursuant to any Issuer Order as may be contemplated herein with regard to the Operating Fund.

(d) The Paying Agent on behalf of the Trustee is hereby authorized for the purpose of facilitating the administration of the Trust Estate and for the administration of any Bonds issued hereunder to create further Accounts or Subaccounts in any of the various Funds and Accounts established hereunder which are deemed necessary or desirable.

Section 5.02. Student Loan Fund. There shall be deposited into the Taxable Account or the Tax-Exempt Account, as applicable, of the Student Loan Fund moneys from proceeds of any Bonds and any other amounts to be deposited therein pursuant to a Supplemental Indenture and moneys transferred thereto from the Revenue Fund and the Capitalized Interest Fund pursuant to

Sections 5.03 and 5.04 hereof, respectively. Financed Eligible Loans shall be pledged to the Trust Estate and accounted for as a part of the Student Loan Fund.

Moneys on deposit in the Student Loan Fund shall be used, upon Issuer Order and subject to any applicable Supplemental Indenture, solely to pay costs of issuance of the Bonds and, during any Acquisition Period and any Recycling Period, as set forth in a Supplemental Indenture, to make, acquire, finance or refinance Eligible Loans. Any such Issuer Order shall state that such proposed use of moneys in the Student Loan Fund is in compliance with the provisions of this Indenture. If the Issuer determines that all or any portion of such moneys cannot be so used, then an Authorized Representative of the Issuer may by Issuer Order direct the Trustee that such moneys shall be transferred to the Tax-Exempt Retirement Account or the Taxable Retirement Account, as applicable, of the Debt Service Fund and used to redeem Bonds in accordance with any Supplemental Indenture.

Each Issuer Order providing for the acquisition of Eligible Loans shall specifically (a) identify each Eligible Loan, (b) identify the portion of each Eligible Loan which is financed by (i) amounts transferred from the Taxable Account of the Student Loan Fund and (ii) amounts transferred from the Tax-Exempt Account of the Student Loan Fund and (c) state that the Issuer, or a Servicer, is in possession of the promissory note(s) relating to each such Eligible Loans. No Eligible Loan shall be made or acquired by the Issuer with amounts on deposit in the Student Loan Fund unless (i) a promissory note shall have been executed by the borrower and any required co-signer to evidence the Eligible Loan, (ii) the Eligible Loan is a legal, valid and binding obligation of the borrower and any required co-signor, enforceable in accordance with its terms and conditions and free from any right of set-off, counter claim or other claim, defense or security interest, (iii) the Issuer or originator has complied with the requirements of applicable federal and State law in originating the Eligible Loan, (iv) the payment to be made is a proper charge against the Account of the Student Loan Fund from which such payment is made, (v) the Eligible Loan constitutes an Eligible Loan within the meaning of this Indenture and the Program Manuals, (vi) such Eligible Loan is or was made to a borrower or a required co-signer who meets, if applicable, the credit requirements established by the Issuer as specified in the Program Manuals and (vii) no Event of Default shall have occurred and is continuing hereunder. Amounts transferred out of the Student Loan Fund shall only be used for the acquisition of Eligible Loans and to pay costs of issuance of the Bonds. If the Issuer is obligated to make or acquire an Eligible Loan that requires a future disbursement by a Seller, the Issuer shall reserve an amount equal to the acquisition price of such Eligible Loan in the Account or Accounts of the Student Loan Fund from which such Eligible Loan is to be made or acquired. All Eligible Loans, or portions thereof, made or acquired with amounts on deposit in an Account of the Student Loan Fund from proceeds of Taxable Bonds or Tax-Exempt Bonds shall be held in that same Account of the Student Loan Fund unless otherwise directed by Issuer Order. An Eligible Loan which is financed both with amounts on deposit in the Taxable Account and the Tax-Exempt Account of the Student Loan Fund shall be allocated between the Taxable Account and the Tax-Exempt Account of the Student Loan Fund based upon the percentage of such Eligible Loan funded from each such Account unless otherwise directed by Issuer Order. All Eligible Loans, or portions thereof, made or acquired with amounts on deposit in an Account of the Student Loan Fund that are not from or derived from proceeds of Taxable Bonds or Tax-Exempt Bonds shall be held in the Account of the Student Loan Fund as directed by an Issuer Order.

The Issuer covenants that no amount credited to the Tax-Exempt Account of the Student Loan Fund shall be used to finance and refinance any Eligible Loans which (A) are not Nexus Loans unless the percentage of the proceeds of the applicable Series of Tax-Exempt Bonds used to finance and refinance Nexus Loans equals or exceeds the percentage required by the Tax Documents related to such Series of Tax-Exempt Bonds, without regard to amounts related to such Series of Tax-Exempt Bonds deposited in the Tax-Exempt Account of the Debt Service Reserve Fund or (B) are not permitted to be financed under the requirements set forth in the Tax Documents.

If (a) on the last Business Day of any calendar month, there are insufficient moneys in the Tax-Exempt Account or the Taxable Account of the Revenue Fund (after transfers from the Capitalized Interest Fund) to make the transfers required by Sections 5.03(b)(i) through (iv) hereof (or through (vii) if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or through (ix) if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) or Sections 5.03(c)(i) through (iv) hereof (or through (vii) if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or through (ix) if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) or (b) on a Bond Payment Date, there are insufficient moneys in the Tax-Exempt Account or the Taxable Account of the Revenue Fund (after transfers from the Capitalized Interest Fund) to make the payments due on Senior Tax-Exempt Bonds or Senior Taxable Bonds (or Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or Subordinate Tax-Exempt Bonds or Subordinate Taxable Bonds if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) on such Bond Payment Date, an amount equal to any such deficiency shall be transferred directly from the Student Loan Fund (but only from cash or Investment Securities and not from Financed Eligible Loans or from amounts necessary for the acquisition of Approved Undisbursed Loans, which aggregate principal amount, if any, of such Approved Undisbursed Loans shall have been certified by the Issuer to the Trustee on or prior to the last day of an Acquisition Period or Recycling Period, as applicable, with respect to a Series of Bonds) to the Tax-Exempt Account or Taxable Account of the Revenue Fund, as applicable and on a pro rata basis if necessary, to make such transfers (but only from amounts on deposit in the Student Loan Fund not constituting the proceeds of a Series of Tax-Exempt Bonds unless a Favorable Opinion shall have been received by the Issuer and the Trustee) as directed by and in accordance with the applicable Monthly Report or Issuer Order. To the extent that amounts are available within an Account of the Student Loan Fund, (i) amounts on deposit in the Tax-Exempt Account of the Student Loan Fund shall be used to make transfers to the Tax-Exempt Account of the Revenue Fund before using amounts on deposit in the Taxable Account of the Student Loan Fund and (ii) amounts on deposit in the Taxable Account of the Student Loan Fund shall be used to make transfers to the Taxable Account of the Revenue Fund before using amounts on deposit in the Tax-Exempt Account of the Student Loan Fund.

Original proceeds of a Series of Bonds and funds of the Issuer remaining in an Account or Subaccount of the Student Loan Fund at any interim date specified in a Supplemental Indenture to the extent required thereby or remaining in the Account or Subaccount of the Student Loan Fund at the end of its related Acquisition Period and required to redeem Bonds of such Series pursuant

to the corresponding Supplemental Indenture shall be transferred to the Tax-Exempt Account or Taxable Account of the Revenue Fund or the Tax-Exempt Retirement Account or the Taxable Retirement Account of the Debt Service Fund, as appropriate, and used to redeem the Bonds of such Series pursuant to the corresponding Supplemental Indenture as directed by and in accordance with the applicable Monthly Report or Issuer Order. All remaining amounts on deposit in an Account or Subaccount of the Student Loan Fund corresponding to a Series of Bonds upon the termination of the Recycling Period for such Series shall be transferred to the Tax-Exempt Account or Taxable Account of the Revenue Fund from which such amounts originated.

To the extent not needed during any Recycling Period, the Issuer may by Issuer Order transfer any recycling amounts transferred from the Taxable Account of the Revenue Fund pursuant to Section 5.03(c)(x) hereof or from the Tax-Exempt Account of the Revenue Fund pursuant to Section 5.03(b)(x) hereof back to the applicable Account of the Revenue Fund from which it was originally transferred.

Financed Eligible Loans shall be sold, transferred or otherwise disposed of (including transfers or sales to other trust estates) by the Trustee free from the lien of this Indenture at any time pursuant to an Issuer Order and if the Trustee is provided with the following:

(a) an Issuer Order stating the sale price and directing that Financed Eligible Loans be sold, transferred or otherwise disposed of and delivered:

(i) to any Person, whose name shall be specified; or

(ii) to the trustee under another indenture securing bonds issued by the Issuer whose name shall be specified in such Issuer Order; and

(b) a certificate, which may be incorporated in the Issuer Order referred to in paragraph (a) above, signed by an Authorized Representative of the Issuer to the effect that:

(i) (A) the disposition price is equal to or in excess of the principal amount thereof (plus accrued interest); or

(B) if the disposition price is lower than the principal amount thereof (plus accrued interest), (1) the Issuer reasonably believes that the Revenues expected to be received (after giving effect to such disposition) would be at least equal to the Revenues expected to be received assuming no such sale, transfer or other disposition occurred and the Issuer shall have satisfied the Rating Agency Notification; or (2) the Issuer shall remain able to pay debt service on the Bonds on a timely basis (after giving effect to such sale, transfer or other disposition) whereas it would not have been able to do so on a timely basis if it had not sold, transferred or disposed of the Financed Eligible Loans at such discounted amount and the Issuer shall have satisfied the Rating Agency Notification; and

(ii) the Issuer has determined that adequate provision has been made assuring that such sale, transfer or other disposition does not impair the Issuer's

capacity to comply with its obligation relative to the restriction upon Portfolio Yield as such obligation would be calculated upon the date of such sale, transfer or other disposition in accordance with any Tax Documents.

The provisions of paragraphs (a) and (b) above shall also be subject to the limitation that the Issuer shall not sell or transfer Financed Eligible Loans at any one time or in a series of transactions in an aggregate principal amount (giving effect to all such sales or transfers from the most recent Date of Issuance) in excess of 10% of the highest principal amount of Financed Eligible Loans, as of the end of any calendar month, held under this Indenture following the most recent Date of Issuance at the time of any such sale or transfer unless the Issuer shall have satisfied the Rating Agency Notification.

Further, Financed Eligible Loans shall also be sold, transferred or otherwise disposed of by the Trustee (w) for transfers to a Seller pursuant to its repurchase obligation under a Student Loan Purchase Agreement; (x) for the sale to a Servicer of any Financed Eligible Loans which it is required to purchase pursuant to a Servicing Agreement as a result of servicing errors, (y) for a sale of all Financed Eligible Loans as described in Section 3.02(c) hereof and (z) pursuant to an Issuer Order in which the Issuer determines that such disposition of Financed Eligible Loans from the Trust Estate is necessary in order to avoid the occurrence of an Event of Default hereunder, in such amount and at such times and prices as may be specified in such Issuer Order. The Trustee, following receipt of the foregoing and of a certificate of the Issuer indicating that such purchaser or transferee is one of the entities described in clause (a) above, if applicable, shall deliver such Financed Eligible Loans free from the lien of this Indenture upon the receipt of the purchase price or consideration specified in the Issuer Order, in compliance with the foregoing. The proceeds to be received upon any disposition may consist of cash, Investment Securities and/or Eligible Loans. The Trustee shall deposit the proceeds of any such sale, transfer or other disposition into the Account with respect to which such Financed Eligible Loans were attributable, if applicable, as directed in such Issuer Order.

Notwithstanding the foregoing, where the Issuer is obligated to acquire or fund an Eligible Loan that is subject to a future disbursement, in lieu of retaining an amount sufficient to acquire or fund such Eligible Loan upon its final disbursement, the Issuer may acquire or fund such Eligible Loan for an acquisition price based upon its then current outstanding principal balance and assume the obligation to make any future disbursement(s) on such Eligible Loan (which Eligible Loan shall be deemed to be an Approved Undisbursed Loan for purposes of the Indenture with respect to the future disbursements), and any reference to “acquire” or “acquisition” of an Eligible Loan shall be deemed to include the funding by the Issuer of any future disbursement on such Eligible Loan (including the representations in any Issuer Order requesting the funding of such future disbursement with moneys on deposit in the Student Loan Fund and the requirement to reserve amounts sufficient to fund any such future disbursements in the Student Loan Fund).

Section 5.03. Revenue Fund.

(a) The Trustee shall deposit into the Tax-Exempt Account of the Revenue Fund all Revenues derived from Financed Eligible Loans, or portions thereof, on deposit in the Tax-Exempt Account of the Student Loan Fund, Revenues derived from proceeds of Tax-Exempt Bonds on deposit in the Student Loan Fund and all other Revenue derived

from moneys or assets on deposit in the Tax-Exempt Accounts of the Debt Service Reserve Fund, the Capitalized Interest Fund and the Revenue Fund and any other amounts deposited thereto upon receipt of an Issuer Order or otherwise required pursuant to a Supplemental Indenture. The Trustee shall deposit into the Taxable Account of the Revenue Fund all Revenues derived from Financed Eligible Loans, or portions thereof, on deposit in the Taxable Account of the Student Loan Fund, Revenues derived from proceeds of Taxable Bonds on deposit in the Student Loan Fund, and all other Revenue derived from moneys or assets on deposit in the Taxable Accounts of the Debt Service Reserve Fund, the Capitalized Interest Fund and the Revenue Fund and any other amounts deposited thereto upon receipt of an Issuer Order or otherwise required pursuant to a Supplemental Indenture.

(b) On the last Business Day of each calendar month pursuant to the corresponding Monthly Report, or more frequently or on other dates if required by a Supplemental Indenture provided such requirement is applicable to all Bonds, Revenues in the Tax-Exempt Account of the Revenue Fund shall be used and transferred to other Funds, Accounts, Subaccounts or Persons in the following order of priority (any money not so transferred or paid to remain in the Tax-Exempt Account of the Revenue Fund until subsequently applied pursuant to this subsection (b)):

(i) to the Rebate Fund, upon receipt of an Issuer Order and if necessary to comply with any Tax Document with respect to rebate or Excess Earnings;

(ii) on a pro rata basis, if necessary, to the Operating Fund for the payment of Senior Transaction Fees allocable to the Tax-Exempt Bonds to the extent and in the manner provided in Section 5.08 hereof upon receipt of an Issuer Order directing the same and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(ii) of this Section;

(iii) on a pro rata basis, if necessary, to the credit of the Tax-Exempt Interest Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(a) hereof, to provide for the payment of interest on Senior Tax-Exempt Bonds and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(iii) of this Section;

(iv) (A) *first*, on a pro rata basis, if necessary, to the credit of the Tax-Exempt Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b) hereof, to provide for the payment of principal of Senior Tax-Exempt Bonds at their Stated Maturity or on a mandatory sinking fund payment date (other than a cumulative mandatory sinking fund redemption date on which failure to make a sinking fund payment does not constitute an Event of Default hereunder) and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(iv)(A) of this Section and (B) *second*, on a pro rata basis, if necessary, to the credit of the Tax-Exempt Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b)

hereof, to provide for the payment of cumulative mandatory sinking fund installments of Senior Tax-Exempt Bonds not funded under clause (A) of this subsection (iv) on a sinking fund payment date and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(iv)(B) of this Section;

(v) on a pro rata basis, if necessary, to the Tax-Exempt Account of the Debt Service Reserve Fund the amount, if any, required to restore the Tax-Exempt Account of the Debt Service Reserve Fund to its allocable portion of the Debt Service Reserve Fund Requirement with respect thereto, with any separate Account established therein receiving its pro rata share of such replenishment, if necessary, based upon the amount disbursed from such Account and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(v) of this Section;

(vi) on a pro rata basis, if necessary, to the credit of the Tax-Exempt Interest Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(a) hereof, to provide for the payment of interest on Senior-Subordinate Tax-Exempt Bonds and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(vi) of this Section;

(vii) (A) *first*, on a pro rata basis, if necessary, to the credit of the Tax-Exempt Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b) hereof, to provide for the payment of principal of Senior-Subordinate Tax-Exempt Bonds at their Stated Maturity or on a sinking fund payment date (other than a cumulative mandatory sinking fund redemption date on which failure to make a sinking fund payment does not constitute an Event of Default hereunder) and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(vii)(A) of this Section and (B) *second*, on a pro rata basis, if necessary, to the credit of the Tax-Exempt Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b) hereof, to provide for the payment of cumulative mandatory sinking fund installments of Senior-Subordinate Tax-Exempt Bonds not funded under clause (A) of this subsection (vii) on a sinking fund payment date and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(vii)(B) of this Section;

(viii) on a pro rata basis, if necessary, to the credit of the Tax-Exempt Interest Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(a) hereof, to provide for the payment of interest on Subordinate Tax-Exempt Bonds and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(viii) of this Section;

(ix) (A) *first*, on a pro rata basis, if necessary, to the credit of the Tax-Exempt Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b) hereof, to provide for the payment of principal of Subordinate Tax-Exempt Bonds at their Stated Maturity or on a sinking fund payment date (other than a cumulative mandatory sinking fund redemption date on which failure to make a sinking fund payment does not constitute an Event of Default hereunder) and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(ix)(A) of this Section and (B) *second*, on a pro rata basis, if necessary, to the credit of the Tax-Exempt Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b) hereof, to provide for the payment of cumulative mandatory sinking fund installments of Subordinate Tax-Exempt Bonds not funded under clause (A) of this subsection (ix) on a sinking fund payment date and, to the extent there are insufficient moneys available in the Taxable Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (c)(ix)(B) of this Section;

(x) during any applicable Recycling Period, at the option of the Issuer and upon receipt by the Trustee of an Issuer Order, to the Tax-Exempt Account of the Student Loan Fund;

(xi) (A) at the option of the Issuer and upon receipt by the Trustee of an Issuer Order or (B) as required by a Supplemental Indenture (but only on the last Business Day of the calendar months of April and October), to the Taxable Retirement Account or the Tax-Exempt Retirement Account of the Debt Service Fund, as directed by an Issuer Order, for the redemption of, or distribution of principal with respect to, Bonds which by their terms are subject to redemption or principal distribution from Revenues received under this Indenture (such amounts to be applied to the payment of Bonds of a particular Series based upon the priorities established in the Supplemental Indentures pursuant to which such Bonds were issued, or if not so provided, at the direction of the Issuer by Issuer Order);

(xii) to the Operating Fund for the payment of Subordinate Transaction Fees allocable to the Tax-Exempt Bonds to the extent permitted and in the manner provided in Section 5.08 hereof upon receipt of an Issuer Order directing the same; and

(xiii) at the option of the Issuer and upon receipt by the Trustee of an Issuer Order (but only on the last Business Day of the calendar months of May and November) to the Residual Certificateholder to the extent permitted by Section 5.09 hereof.

(c) On the last Business Day of each calendar month pursuant to the corresponding Monthly Report, or more frequently or on other dates if required by a Supplemental Indenture or if directed by the Issuer pursuant to an Issuer Order, Revenues in the Taxable Account of the Revenue Fund shall be used and transferred to other Funds,

Accounts, Subaccounts or Persons in the following order of priority (any money not so transferred or paid to remain in the Taxable Account of the Revenue Fund until subsequently applied pursuant to this subsection (c)):

(i) to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund to make the transfers required pursuant to subsection (b)(i) of this Section, to the Rebate Fund, upon receipt of an Issuer Order and if necessary to comply with any Tax Document with respect to rebate or Excess Earnings;

(ii) on a pro rata basis, if necessary, to the Operating Fund for the payment of Senior Transaction Fees allocable to the Taxable Bonds to the extent and in the manner provided in Section 5.08 hereof upon receipt of an Issuer Order directing the same and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(ii) of this Section;

(iii) on a pro rata basis, if necessary, to the credit of the Taxable Interest Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(d) hereof, to provide for the payment of interest on Senior Taxable Bonds and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(iii) of this Section;

(iv) (A) *first*, on a pro rata basis, if necessary, to the credit of the Taxable Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(e) hereof, to provide for the payment of principal of Senior Taxable Bonds at their Stated Maturity or on a mandatory sinking fund payment date (other than a cumulative mandatory sinking fund redemption date on which failure to make a sinking fund payment does not constitute an Event of Default hereunder) and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(iv)(A) of this Section and (B) *second*, on a pro rata basis, if necessary, to the credit of the Taxable Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b) hereof, to provide for the payment of cumulative mandatory sinking fund installments of Senior Taxable Bonds not funded under clause (A) of this subsection (iv) on a sinking fund payment date and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(iv)(B) of this Section;

(v) on a pro rata basis, if necessary, to the Taxable Account of the Debt Service Reserve Fund the amount, if any, required to restore the Taxable Account of the Debt Service Reserve Fund to its allocable portion of the Debt Service Reserve Fund Requirement with respect thereto, with any separate Account established therein receiving its pro rata share of such replenishment, if necessary, based upon the amount disbursed from such Account and, to the extent there are

insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(v) of this Section;

(vi) on a pro rata basis, if necessary, to the credit of the Taxable Interest Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(d) hereof, to provide for the payment of interest on Senior-Subordinate Taxable Bonds and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(vi) of this Section;

(vii) (A) *first*, on a pro rata basis, if necessary, to the credit of the Taxable Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(e) hereof, to provide for the payment of principal of Senior-Subordinate Taxable Bonds at their Stated Maturity or on a sinking fund payment date (other than a cumulative mandatory sinking fund redemption date on which failure to make a sinking fund payment does not constitute an Event of Default hereunder) and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(vii)(A) of this Section and (B) *second*, on a pro rata basis, if necessary, to the credit of the Taxable Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b) hereof, to provide for the payment of cumulative mandatory sinking fund installments of Senior-Subordinate Taxable Bonds not funded under clause (A) of this subsection (vii) on a sinking fund payment date and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(vii)(B) of this Section;

(viii) on a pro rata basis, if necessary, to the credit of the Taxable Interest Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(d) hereof, to provide for the payment of interest on Subordinate Taxable Bonds and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(viii) of this Section;

(ix) (A) *first*, on a pro rata basis, if necessary, to the credit of the Taxable Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(e) hereof, to provide for the payment of principal of Subordinate Taxable Bonds at their Stated Maturity or on a sinking fund payment date (other than a cumulative mandatory sinking fund redemption date on which failure to make a sinking fund payment does not constitute an Event of Default hereunder) and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(ix)(A) of this Section and (B) *second*, on a pro rata basis, if necessary, to the credit of the Taxable Principal Account of the Debt Service Fund to the extent and in the manner provided in Section 5.05(b) hereof, to

provide for the payment of cumulative mandatory sinking fund installments of Subordinate Taxable Bonds not funded under clause (A) of this subsection (ix) on a sinking fund payment date and, to the extent there are insufficient moneys available in the Tax-Exempt Account of the Revenue Fund for such purpose, to make the transfers required pursuant to subsection (b)(ix)(B) of this Section;

(x) during any applicable Recycling Period, at the option of the Issuer and upon receipt by the Trustee of an Issuer Order, to the Taxable Account of the Student Loan Fund;

(xi) (A) at the option of the Issuer and upon receipt by the Trustee of an Issuer Order or (B) as required by a Supplemental Indenture (but only on the last Business Day of the calendar months of April and October), to the Taxable Retirement Account or the Tax-Exempt Retirement Account of the Debt Service Fund, as directed by an Issuer Order, for the redemption of, or distribution of principal with respect to, Bonds which by their terms are subject to redemption or principal distribution from Revenues received under this Indenture (such amounts to be applied to the payment of Bonds of a particular Series based upon the priorities established in the Supplemental Indentures pursuant to which such Bonds were issued, or if not so provided, at the direction of the Issuer by Issuer Order);

(xii) to the Operating Fund for the payment of Subordinate Transaction Fees allocable to the Taxable Bonds to the extent permitted and in the manner provided in Section 5.08 hereof upon receipt of an Issuer Order directing the same; and

(xiii) at the option of the Issuer and upon receipt by the Trustee of an Issuer Order (but only on the last Business Day of the calendar months of May and November), to the Residual Certificateholder to the extent permitted by Section 5.09 hereof.

The Trustee shall have no duty or obligation to verify or confirm the accuracy of any of the information or numbers set forth in an Issuer Order or Monthly Report delivered to the Trustee in accordance with this Section, and the Trustee shall be fully protected in relying on such written direction.

Section 5.04. Capitalized Interest Fund. The Trustee shall deposit to the Tax-Exempt Account or the Taxable Account of the Capitalized Interest Fund the amount, if any, specified in each Supplemental Indenture, and any other moneys of the Issuer designated by the Issuer for deposit therein pursuant to an Issuer Order. If (a) on the last Business Day of any calendar month, there are insufficient moneys in the Tax-Exempt Account or the Taxable Account of the Revenue Fund to make the transfers required by Sections 5.03(b)(i) through (iv) hereof (or through (vii) if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or through (ix) if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) or Sections 5.03(c)(i) through (iv) hereof (or through (vii) if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or through (ix) if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate

Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) or (b) on a Bond Payment Date, there are insufficient moneys in the Tax-Exempt Account or the Taxable Account of the Revenue Fund to make the payments due on Senior Tax-Exempt Bonds or Senior Taxable Bonds (or Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or Subordinate Tax-Exempt Bonds or Subordinate Taxable Bonds if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) on such Bond Payment Date, an amount equal to any such deficiency shall be transferred directly from the Capitalized Interest Fund to the Tax-Exempt Account or Taxable Account of the Revenue Fund, as applicable and on a pro rata basis if necessary, to make such transfers (but, with respect to amounts transferred from the Tax-Exempt Account of the Capitalized Interest Fund, only from amounts on deposit in the Tax-Exempt Account of the Capitalized Interest Fund not constituting the proceeds of a Series of Tax-Exempt Bonds unless a Favorable Opinion shall have been received by the Issuer and the Trustee) as directed by and in accordance with the applicable Monthly Report or Issuer Order. To the extent that amounts are available within an Account of the Capitalized Interest Fund, (i) amounts on deposit in the Tax-Exempt Account of the Capitalized Interest Fund shall be used to make transfers to the Tax-Exempt Account of the Revenue Fund before using amounts on deposit in the Taxable Account of the Capitalized Interest Fund and (ii) amounts on deposit in the Taxable Account of the Capitalized Interest Fund shall be used to make transfers to the Taxable Account of the Revenue Fund before using amounts on deposit in the Tax-Exempt Account of the Capitalized Interest Fund.

If a Supplemental Indenture specifies an amount to be deposited into an Account of the Capitalized Interest Fund, such Supplemental Indenture may also (i) specify a time period for such amount to be used as described above; (ii) specify other uses for such amount (including, without limitation, making deposits to the Student Loan Fund, the Operating Fund or Revenue Fund or transfers to the Issuer); and (iii) establish Subaccounts within the Capitalized Interest Fund in which such amount will be deposited.

Section 5.05. Debt Service Fund. The Debt Service Fund shall be used only for the payment of principal, premium, if any, and interest on the Bonds. The Paying Agent on behalf of the Trustee may establish separate Subaccounts within the Tax-Exempt Interest Account, the Tax-Exempt Principal Account, the Tax-Exempt Retirement Account, the Taxable Interest Account, the Taxable Principal Account or the Taxable Retirement Account of the Debt Service Fund, as applicable, for each Series of Bonds or source of deposit (including any investment income thereon) made therein as directed by an Issuer Order. All references in this Section to mandatory sinking fund redemption dates or to principal installments due on such dates shall be deemed to include all cumulative mandatory sinking fund redemption dates and the correlative cumulative mandatory sinking fund installments.

(a) ***Tax-Exempt Interest Account.*** The Trustee shall credit to the Tax-Exempt Interest Account the amount, if any, specified in a Supplemental Indenture. The Trustee shall also deposit in the Tax-Exempt Interest Account (i) that portion of the proceeds from the sale of the Issuer's refunding bonds, if any, to be used to pay interest on Tax-Exempt Bonds if so directed by the Issuer; and (ii) all amounts required to be transferred thereto from the Funds and Accounts specified in this subsection (a).

With respect to each Series of Tax-Exempt Bonds on which interest is paid at least monthly, the Trustee in accordance with the applicable Monthly Report shall deposit to the credit of the Tax-Exempt Interest Account on the last Business Day of each calendar month an amount equal to the interest that will become payable on such Tax-Exempt Bonds during the following calendar month. With respect to each Series of Tax-Exempt Bonds on which interest is paid at intervals less frequently than monthly, the Trustee shall make monthly deposits to the credit of the Interest Account on the last Business Day of each calendar month preceding each Interest Payment Date for such Series of Tax-Exempt Bonds equal to one hundred and twenty percent of the interest to accrue (or, with respect to Tax-Exempt Bonds bearing interest at a variable rate, anticipated to accrue) on such Tax-Exempt Bonds during the succeeding calendar month plus, to the extent any previous monthly deposit was less than the provided amount for such month in accordance with the applicable Monthly Report, the amount of such deficiency, in each case, until the full amount due on the next Interest Payment Date is deposited to the Tax-Exempt Interest Account for such Series of Tax-Exempt Bonds (except that if there are fewer than six calendar months between the delivery of the Tax-Exempt Bonds of a Series to the initial purchasers thereof and the first Interest Payment Date with respect to such Series of Tax-Exempt Bonds, then the Trustee shall make equal monthly deposits to the credit of the Tax-Exempt Interest Account on the last Business Day of each calendar month in accordance with the applicable Monthly Report beginning with the calendar month following the month in which such Series of Tax-Exempt Bonds is delivered to the initial purchasers such that the amount required to be on deposit in the Tax-Exempt Interest Account for the next succeeding Interest Payment Date is on deposit by the last Business Day of the next April and October). With respect to a Series of Tax-Exempt Bonds bearing interest at a variable rate for which any such amount cannot be determined on the last Business Day of each calendar month, the Trustee will make such deposit based upon assumptions set forth in the applicable Monthly Report and based upon the Supplemental Indenture authorizing such Series of Tax-Exempt Bonds.

In making the deposits required to be deposited and credited to the Tax-Exempt Interest Account, all other deposits and credits otherwise made or required to be made to the Tax-Exempt Interest Account shall, to the extent available for such purpose, be taken into consideration and allowed for, provided however that the Trustee shall not be responsible for such considerations and shall rely solely upon the Monthly Report in making deposits hereunder. If on any Bond Payment Date relating to Tax-Exempt Bonds there are insufficient amounts on deposit in the Tax-Exempt Interest Account to make the payment of interest due on the Tax-Exempt Bonds due on such date, the Trustee shall transfer the deficiency from the applicable account of the following Funds, in the following order of priority: the Tax-Exempt Account or the Taxable Account of the Capitalized Interest Fund, the Tax-Exempt Account or the Taxable Account of the Student Loan Fund and the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund, subject to the limitations and conditions with respect thereto in Sections 5.04, 5.02 and 5.06 hereof, respectively.

Except as provided in subsection (g) of this Section, amounts transferred to the Interest Account pursuant to Section 5.03(b)(iii) hereof shall be used solely for the payment of interest on Senior Tax-Exempt Bonds, amounts transferred to the Tax-Exempt Interest Account pursuant to Section 5.03(b)(vi) hereof shall be used solely for the payment of

interest on Senior-Subordinate Tax-Exempt Bonds, and amounts transferred to the Tax-Exempt Interest Account pursuant to Section 5.03(b)(viii) hereof shall be used solely for the payment of interest on Subordinate Tax-Exempt Bonds.

(b) ***Tax-Exempt Principal Account.*** The Trustee shall deposit to the credit of the Tax-Exempt Principal Account: (i) that portion of the proceeds from the sale of the Issuer's bonds, if any, to be used to pay principal of Tax-Exempt Bonds if so directed by the Issuer, and (ii) all amounts required to be transferred from the Funds and Accounts specified in this subsection (b).

To provide for the payment of each installment of principal on a Series of Tax-Exempt Bonds due at the Stated Maturity thereof or on a mandatory sinking fund redemption date therefor, the Trustee in accordance with the applicable Monthly Report shall make substantially equal monthly deposits to the credit of the Tax-Exempt Principal Account on the last Business Day of the first 10 of the 12 calendar months preceding such Stated Maturity or mandatory sinking fund redemption date, to aggregate the full amount of such installment within such 10 calendar month period (except that if there are fewer than 12 calendar months between the delivery of such Series of Tax-Exempt Bonds to the initial purchasers thereof and the first Stated Maturity or mandatory sinking fund redemption date with respect to such Series of Tax-Exempt Bonds, then the Trustee in accordance with the applicable Monthly Report shall make equal monthly deposits to the credit of the Tax-Exempt Principal Account on the last Business Day of each calendar month beginning with the calendar month following the month in which such Series of Tax-Exempt Bonds is delivered to the initial purchasers such that the amount required to be on deposit in the Tax-Exempt Principal Account for the next succeeding Stated Maturity or mandatory sinking fund redemption date is on deposit by the last Business Day of the next April or October, as applicable). In making the deposits required to be deposited and credited to the Tax-Exempt Principal Account, all other deposits and credits otherwise made or required to be made to the Tax-Exempt Principal Account shall, to the extent available for such purpose, be taken into consideration and allowed for, provided however that the Trustee shall not be responsible for such considerations and shall rely solely upon the Monthly Report in making deposits hereunder.

If on any Stated Maturity or mandatory sinking fund redemption date there are insufficient amounts on deposit in the Tax-Exempt Principal Account to make payments of principal due on the Tax-Exempt Bonds on such date, the Trustee shall transfer the deficiency from the applicable account of the following Funds, in the following order of priority (after transfers from any such Funds to the Tax-Exempt Interest Account required on such date): the Tax-Exempt Account or the Taxable Account of the Capitalized Interest Fund, the Tax-Exempt Account or the Taxable Account of the Student Loan Fund and the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund, subject to the limitations and conditions with respect thereto in Sections 5.04, 5.02 and 5.06 hereof, respectively.

The moneys in the Tax-Exempt Principal Account required for the payment of the principal on a Series of Tax-Exempt Bonds at the Stated Maturity thereof or on a mandatory

sinking fund redemption date therefor shall be applied by the Trustee to such payment when due without further authorization or direction.

Except as provided in subsection (g) of this Section, amounts transferred to the Tax-Exempt Principal Account pursuant to Section 5.03(b)(iv) hereof shall be used solely for the payment of principal at Stated Maturity or on a mandatory sinking fund redemption date on Senior Tax-Exempt Bonds, amounts transferred to the Tax-Exempt Principal Account pursuant to Section 5.03(b)(vii) hereof shall be used solely for the payment of principal at Stated Maturity or on a mandatory sinking fund redemption date on Senior-Subordinate Tax-Exempt Bonds, and amounts transferred to the Tax-Exempt Principal Account pursuant to Section 5.03(b)(ix) hereof shall be used solely for the payment of principal at Stated Maturity or on a mandatory sinking fund redemption date on Subordinate Tax-Exempt Bonds, as set forth in the Issuer Order or Monthly Report.

(c) ***Tax-Exempt Retirement Account.*** The Trustee shall deposit to the credit of the Tax-Exempt Retirement Account any amounts transferred thereto or deposited therein to provide for the redemption of, or the distribution of principal with respect to, the Tax-Exempt Bonds. All redemptions of and distributions of principal with respect to Tax-Exempt Bonds (other than at a Stated Maturity or on a mandatory sinking fund redemption date) shall be made with moneys deposited to the credit of the Tax-Exempt Retirement Account in accordance with the applicable Monthly Report. In the event that Tax-Exempt Bonds are to be prepaid from the Tax-Exempt Retirement Account on a date other than a regularly scheduled Interest Payment Date, accrued interest on such Tax-Exempt Bonds shall be paid from the Tax-Exempt Interest Account. The moneys in the Tax-Exempt Retirement Account required for the redemption of, or the distribution of principal with respect to, Tax-Exempt Bonds shall be applied by the Trustee to such payment as set forth in any Supplemental Indenture providing for such redemption or distribution of principal without further authorization or direction.

(d) ***Taxable Interest Account.*** The Trustee shall credit to the Taxable Interest Account the amount, if any, specified in a Supplemental Indenture. The Trustee shall also deposit in the Taxable Interest Account (i) that portion of the proceeds from the sale of the Issuer's refunding bonds, if any, to be used to pay interest on the Taxable Bonds if so directed by the Issuer; and (ii) all amounts required to be transferred thereto from the Funds and Accounts specified in this subsection (d).

With respect to each Series of Taxable Bonds on which interest is paid at least monthly, the Trustee shall in accordance with the applicable Monthly Report deposit to the credit of the Taxable Interest Account on the last Business Day of each calendar month an amount equal to the interest that will become payable on such Taxable Bonds during the following calendar month. With respect to each Series of Taxable Bonds on which interest is paid at intervals less frequently than monthly, the Trustee shall make monthly deposits to the credit of the Interest Account on the last Business Day of each calendar month in accordance with the applicable Monthly Report preceding each Interest Payment Date for such Series of Taxable Bonds equal to one hundred and twenty percent of the interest to accrue (or, with respect to Taxable Bonds bearing interest at a variable rate, anticipated to accrue) on such Taxable Bonds during the succeeding calendar month plus, to the extent

any previous monthly deposit was less than the provided amount for such month, the amount of such deficiency, in each case, until the full amount due on the next Interest Payment Date is deposited to the Taxable Interest Account for such Series of Taxable Bonds (except that if there are fewer than six calendar months between the delivery of the Taxable Bonds of a Series to the initial purchasers thereof and the first Interest Payment Date with respect to such Series of Taxable Bonds, then the Trustee shall make equal monthly deposits to the credit of the Taxable Interest Account on the last Business Day of each calendar month in accordance with the applicable Monthly Report beginning with the calendar month following the month in which such Series of Taxable Bonds is delivered to the initial purchasers such that the amount required to be on deposit in the Taxable Interest Account for the next succeeding Interest Payment Date is on deposit by the last Business Day of the next April or October). With respect to a Series of Taxable Bonds bearing interest at a variable rate for which any such amount cannot be determined on the last Business Day of each calendar month, the Trustee will make such deposit based upon assumptions set forth in accordance with the applicable Monthly Report and based on the Supplemental Indenture authorizing such Series of Taxable Bonds.

In making the deposits required to be deposited and credited to the Taxable Interest Account, all other deposits and credits otherwise made or required to be made to the Taxable Interest Account shall, to the extent available for such purpose, be taken into consideration and allowed for, provided however that the Trustee shall not be responsible for such considerations and shall rely solely upon the Monthly Report in making deposits hereunder. If on any Bond Payment Date relating to Taxable Bonds there are insufficient amounts on deposit in the Taxable Interest Account to make the payment of interest due on the Taxable Bonds due on such date, the Trustee shall transfer the deficiency from the applicable account of the following Funds, in the following order of priority: the Tax-Exempt Account or the Taxable Account of the Capitalized Interest Fund, the Tax-Exempt Account or the Taxable Account of the Student Loan Fund and the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund, subject to the limitations and conditions with respect thereto in Sections 5.04, 5.02 and 5.06 hereof, respectively.

Except as provided in subsection (g) of this Section, amounts transferred to the Interest Account pursuant to Section 5.03(c)(iii) hereof shall be used solely for the payment of interest on Senior Taxable Bonds, and amounts transferred to the Taxable Interest Account pursuant to Section 5.03(c)(vi) hereof shall be used solely for the payment of interest on Senior-Subordinate Taxable Bonds, and amounts transferred to the Taxable Interest Account pursuant to Section 5.03(c)(viii) hereof shall be used solely for the payment of interest on Subordinate Taxable Bonds.

(e) ***Taxable Principal Account.*** The Trustee shall deposit to the credit of the Taxable Principal Account: (i) that portion of the proceeds from the sale of the Issuer's bonds, if any, to be used to pay principal of Taxable Bonds if so directed by the Issuer, and (ii) all amounts required to be transferred from the Funds and Accounts specified in this subsection (e).

To provide for the payment of each installment of principal on a Series of Taxable Bonds due at the Stated Maturity thereof or on a mandatory sinking fund redemption date therefor, the Trustee in accordance with the applicable Monthly Report shall make substantially equal monthly deposits to the credit of the Taxable Principal Account on the last Business Day of the first 10 of the 12 calendar months preceding such Stated Maturity or mandatory sinking fund redemption date, to aggregate the full amount of such installment within such 10 calendar month period (except that if there are fewer than 12 calendar months between the delivery of such Series of Taxable Bonds to the initial purchasers thereof and the first Stated Maturity or mandatory sinking fund redemption date with respect to such Series of Taxable Bonds, then the Trustee shall in accordance with the applicable Monthly Report make equal monthly deposits to the credit of the Taxable Principal Account on the last Business Day of each calendar month beginning with the calendar month following the month in which such Series of Taxable Bonds is delivered to the initial purchasers such that the amount required to be on deposit in the Taxable Principal Account for the next succeeding Stated Maturity or mandatory sinking fund redemption date is on deposit by the last Business Day of the next April or October, as applicable). In making the deposits required to be deposited and credited to the Taxable Principal Account, all other deposits and credits otherwise made or required to be made to the Taxable Principal Account shall, to the extent available for such purpose, be taken into consideration and allowed for, provided however that the Trustee shall not be responsible for such considerations and shall rely solely upon the Monthly Report in making deposits hereunder.

If on any Stated Maturity or mandatory sinking fund redemption date there are insufficient amounts on deposit in the Taxable Principal Account to make payments of principal due on the Taxable Bonds on such date, the Trustee shall transfer the deficiency from the applicable account of the following Funds, in the following order of priority (after transfers from any such Funds to the Taxable Interest Account required on such date): the Tax-Exempt Account or the Taxable Account of the Capitalized Interest Fund, the Tax-Exempt Account or the Taxable Account of the Student Loan Fund and the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund, subject to the limitations and conditions with respect thereto in Sections 5.04, 5.02 and 5.06 hereof, respectively.

The moneys in the Taxable Principal Account required for the payment of the principal on a Series of Taxable Bonds at the Stated Maturity thereof or on a mandatory sinking fund redemption date therefor shall be applied by the Trustee to such payment when due without further authorization or direction.

Except as provided in subsection (g) of this Section, amounts transferred to the Taxable Principal Account pursuant to Section 5.03(c)(iv) hereof shall be used solely for the payment of principal at Stated Maturity or on a mandatory sinking fund redemption date on Senior Taxable Bonds, amounts transferred to the Taxable Principal Account pursuant to Section 5.03(c)(vii) hereof shall be used solely for the payment of principal at Stated Maturity or on a mandatory sinking fund redemption date on Senior-Subordinate Taxable Bonds, and amounts transferred to the Taxable Principal Account pursuant to Section 5.03(c)(ix) hereof shall be used solely for the payment of principal at Stated

Maturity or on a mandatory sinking fund redemption date on Subordinate Taxable Bonds, as set forth in the Issuer Order or Monthly Report.

(f) ***Taxable Retirement Account.*** The Trustee shall deposit to the credit of the Taxable Retirement Account any amounts transferred thereto or deposited therein to provide for the redemption of, or the distribution of principal with respect to, the Taxable Bonds. All redemptions of and distribution of principal with respect to Taxable Bonds (other than at a Stated Maturity or on a mandatory sinking fund redemption date) shall be made with moneys deposited to the credit of the Taxable Retirement Account in accordance with the applicable Monthly Report. In the event that Taxable Bonds are to be prepaid from the Taxable Retirement Account on a date other than a regularly scheduled Interest Payment Date, accrued interest on such Taxable Bonds shall be paid from the Taxable Interest Account. The moneys in the Taxable Retirement Account required for the redemption of, or the distribution of principal with respect to, Taxable Bonds shall be applied by the Trustee to such payment as set forth in any Supplemental Indenture providing for such redemption or distribution of principal without further authorization or direction.

(g) ***Reallocation of amounts on deposit in the Debt Service Fund.*** If, after all required transfers from the Revenue Fund, the Capitalized Interest Fund, the Student Loan Fund and the Debt Service Reserve Fund, there are insufficient amounts on deposit in any Account or Subaccount of the Debt Service Fund to pay principal or interest on a Senior Bond on a Bond Payment Date, the Trustee is authorized to use any amounts on deposit in any other Account or Subaccount of the Debt Service Fund, on a pro rata basis from each other Account or Subaccount based upon the amounts in such other Account or Subaccount (*first*, from any Accounts or Subaccount established for Subordinate Bonds, *second*, from any Accounts or Subaccount established for Senior-Subordinate Bonds and, *third*, from any Accounts or Subaccount established for Senior Bonds), not required to make a payment on any other Senior Bonds on such Bond Payment Date to make the payment due on such Senior Bond on such Bond Payment Date. If there are no Senior Bonds Outstanding and, after all required transfers from the Revenue Fund, the Capitalized Interest Fund, the Student Loan Fund and the Debt Service Reserve Fund, there are insufficient amounts on deposit in any Account or Subaccount of the Debt Service Fund to pay principal or interest on a Senior-Subordinate Bond on a Bond Payment Date, the Trustee is authorized to use any amounts on deposit in any other Account or Subaccount of the Debt Service Fund, on a pro rata basis from each other Account or Subaccount based upon the amounts in such other Account or Subaccount (*first*, from any Accounts or Subaccount established for Subordinate Bonds and, *second*, from any Accounts or Subaccount established for Senior-Subordinate Bonds), not required to make a payment on any other Senior-Subordinate Bonds on such Bond Payment Date to make the payment due on such Senior-Subordinate Bond on such Bond Payment Date. If there are no Senior Bonds or Senior-Subordinate Bonds Outstanding and, after all required transfers from the Revenue Fund, the Capitalized Interest Fund, the Student Loan Fund and the Debt Service Reserve Fund, there are insufficient amounts on deposit in any Account or Subaccount of the Debt Service Fund to pay principal or interest on a Subordinate Bond on a Bond Payment Date, the Trustee is authorized to use any amounts on deposit in any other Account or Subaccount of the Debt Service Fund, on a pro rata basis from each other Account or Subaccount based

upon the amounts in such other Account or Subaccount, not required to make a payment on any other Subordinate Bonds on such Bond Payment Date to make the payment due on such Subordinate Bond on such Bond Payment Date. To the extent there are still insufficient amounts in the Debt Service Fund to make the full payments of principal and interest due on the Senior Bonds (or, if there are no Senior Bonds Outstanding, on the Senior-Subordinate Bonds or, if there are no Senior Bonds or Senior-Subordinate Bonds Outstanding, on the Subordinate Bonds) on such Bond Payment Date, the Bonds to be paid shall be allocated a pro rata share of the amounts on deposit in the Debt Service Fund based upon the amounts due and owing on such Bonds on such Bond Payment Date. Any amounts within the Debt Service Fund that were reallocated from one Series of Bonds to be used to pay another Series of Bonds pursuant to this subsection (g) shall be added to the amounts required to be deposited with respect to such Series of Bonds for which previously set aside amounts were used to pay another Series of Bonds pursuant to subsections (a) through (f) of this Section and Section 5.03 hereof on the next monthly distribution date.

Section 5.06. Debt Service Reserve Fund.

(a) The Trustee shall deposit to the Tax-Exempt Account or the Taxable Account of the Debt Service Reserve Fund the amount, if any, specified in each Supplemental Indenture and any other moneys of the Issuer designated by the Issuer for deposit therein pursuant to an Issuer Order. If (i) on the last Business Day of any calendar month, there are insufficient moneys in the Tax-Exempt Account or the Taxable Account of the Revenue Fund (after transfers from the Capitalized Interest Fund and the Student Loan Fund) to make the transfers required by Sections 5.03(b)(i) through (iv) hereof (or through (vii) if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or through (ix) if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) or Sections 5.03(c)(i) through (iv) hereof (or through (vii) if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or through (ix) if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) or (ii) on a Bond Payment Date, there are insufficient moneys in the Tax-Exempt Account or the Taxable Account of the Revenue Fund (after transfers from the Capitalized Interest Fund and the Student Loan Fund) to make the payments due on Senior Tax-Exempt Bonds or Senior Taxable Bonds (or Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds if no Senior Tax-Exempt Bonds or Senior Taxable Bonds are then Outstanding, or Subordinate Tax-Exempt Bonds or Subordinate Taxable Bonds if no Senior Tax-Exempt Bonds, Senior Taxable Bonds, Senior-Subordinate Tax-Exempt Bonds or Senior-Subordinate Taxable Bonds are then Outstanding) on such Bond Payment Date, an amount equal to any such deficiency shall be transferred directly from the Debt Service Reserve Fund to the Tax-Exempt Account or Taxable Account of the Revenue Fund, as applicable and on a pro rata basis if necessary, to make such transfers (but, with respect to amounts transferred from the Tax-Exempt Account of the Debt Service Reserve Fund, only from amounts on deposit in the Tax-Exempt Account of the Debt Service Reserve Fund not constituting the proceeds of a Series of Tax-Exempt Bonds unless a Favorable Opinion shall have been received by the Issuer and the Trustee) and in accordance with the applicable Monthly Report. To the extent that amounts are available within an Account of the Debt Service

Reserve Fund, (i) amounts on deposit in the Tax-Exempt Account of the Debt Service Reserve Fund shall be used to make transfers to the Tax-Exempt Account of the Revenue Fund before using amounts on deposit in the Taxable Account of the Debt Service Reserve Fund and (ii) amounts on deposit in the Taxable Account of the Debt Service Reserve Fund shall be used to make transfers to the Taxable Account of the Revenue Fund before using amounts on deposit in the Tax-Exempt Account of the Debt Service Reserve Fund.

(b) If an Account of the Debt Service Reserve Fund is used for the purposes described in subsection (a) of this Section, the Trustee in accordance with the applicable Monthly Report or an Issuer Order shall restore such Account of the Debt Service Reserve Fund to its allocable portion of the Debt Service Reserve Fund Requirement with respect thereto by transfers from the Tax-Exempt Account of the Revenue Fund pursuant to Section 5.03(b)(v) hereof or the Taxable Account of the Revenue Fund pursuant to Section 5.03(c)(v) hereof, as applicable. If the full amount required to restore such Account of the Debt Service Reserve Fund to its allocable portion of the Debt Service Reserve Fund Requirement is not available in the Tax-Exempt Account of the Revenue Fund on the day of any required transfer pursuant to Section 5.03(b)(v) hereof or in the Taxable Account of the Revenue Fund on the day of any required transfer pursuant to Section 5.03(c)(v) hereof, as applicable, the Trustee in accordance with the applicable Monthly Report or an Issuer Order shall continue to transfer funds from the Tax-Exempt Account of the Revenue Fund as they become available and in accordance with Section 5.03(b)(v) hereof or from the Taxable Account of the Revenue Fund as they become available and in accordance with Section 5.03(c)(v) hereof until the deficiency in such Account of the Debt Service Reserve Fund has been eliminated.

(c) On any day that the amount in an Account of the Debt Service Reserve Fund, if any, exceeds its allocable portion of the Debt Service Reserve Fund Requirement with respect thereto for any reason, the Trustee, pursuant to an Issuer Order, shall transfer the excess to the corresponding Account of the Revenue Fund.

Section 5.07. Rebate Fund.

(a) The Trustee shall, upon receipt of an Issuer Order and in accordance with Section 5.03(b)(i) or 5.03(c)(i) hereof, withdraw from the applicable Account of the Revenue Fund and deposit to the Rebate Fund an amount such that the balance held in the Rebate Fund after such deposit is equal to the Rebate Amount calculated as of the Computation Date. Computation of the amounts on deposit in each Fund and of the Rebate Amount shall be furnished to the Trustee by or on behalf of the Issuer in accordance with any Tax Document, as the same may be amended or supplemented in accordance with their terms.

(b) The Trustee, upon receipt of an Issuer Order in accordance with any Tax Document, shall pay to the United States of America from the Rebate Fund the Rebate Amount as of the end of any applicable Computation Date.

(c) The Trustee shall, upon receipt of an Issuer Order and in accordance with Section 5.03(b)(i) or 5.03(c)(i) hereof, withdraw from the appropriate Account of the

Revenue Fund and deposit to the Rebate Fund such amount as shall be required to be paid to the federal government as Excess Earnings. The Trustee shall, upon receipt of an Issuer Order, pay such Excess Earnings to the United States of America. Alternatively, the Issuer may from time to time forgive Financed Eligible Loans to satisfy such requirement, in accordance with any Tax Document.

In the event that on any Computation Date the amount on deposit in the Rebate Fund exceeds the Rebate Amount, the Trustee shall withdraw such excess amount and deposit it in the Account of the Revenue Fund designated by an Issuer Order.

Notwithstanding anything in this Indenture to the contrary, in the event the Issuer and the Trustee shall receive a Favorable Opinion to the effect that it is not necessary under either existing statutes and court decisions or under any then federal legislation to pay any portion of earnings on Funds held under this Indenture or Excess Earnings to the United States of America in order to assure the exclusion from gross income for federal income tax purposes of interest on any Tax-Exempt Bonds, then the provisions of this Section need not be complied with and shall no longer be effective and all or a portion of such amounts on deposit in the Rebate Fund shall be transferred to the Account of the Revenue Fund designated by an Issuer Order.

Section 5.08. Operating Fund. The Trustee shall transfer to the Issuer for deposit to the Operating Fund the amount, if any, specified in each Supplemental Indenture. The Trustee shall also transfer to the Issuer for deposit to the Operating Fund, subject to any limitations set forth in any Supplemental Indenture, the amounts transferred from the Revenue Fund pursuant to Sections 5.03(b)(ii) and (xii) and 5.03(c)(ii) and (xii) hereof and any Supplemental Indenture in accordance with the applicable Monthly Report or Issuer Order. The Operating Fund shall be held by the Issuer, and no Registered Owner shall have any right, title or interest in the Operating Fund. Unless such Senior Transaction Fees and Subordinate Transaction Fees are related solely to the Taxable Bonds or the Tax-Exempt Bonds or as otherwise provided in an Issuer Order, Senior Transaction Fees and Subordinate Transaction Fees shall be allocated to the Taxable Bonds and the Tax-Exempt Bonds based upon the outstanding principal amounts of the Taxable Bonds and the Tax-Exempt Bonds. Amounts deposited in the Operating Fund shall be used to pay Senior Transaction Fees and Subordinate Transaction Fees.

The amount deposited in the Operating Fund and the schedule of deposits shall be determined by the Issuer or set forth in a Supplemental Indenture, and the requisition, in the form of an Issuer Order provided by the Issuer to the Trustee, further shall include a statement that the amount requisitioned, when combined with the amount requisitioned previously in the Fiscal Year, does not exceed the limitations set forth in this Indenture or any Supplemental Indenture. The Trustee shall make all payments of fees and expenses set forth in this Section directly to the party to whom the fees and expenses are due and only upon receipt of an invoice from such party accompanied by a written request for payment and approval by the Issuer or an Administrator. The Trustee may conclusively rely on such invoices and written requests in making payments required pursuant to this Section.

The Issuer covenants that the amount so transferred in any one Fiscal Year shall not exceed the amounts permitted by Section 4.13 hereof and as may be limited by a Supplemental Indenture,

unless the Issuer shall have satisfied the Rating Agency Notification with respect to such greater amounts.

Section 5.09. Transfers to the Residual Certificateholder. No transfers from the Revenue Fund to the Residual Certificateholder may be made pursuant to Section 5.03(b)(xiii) or 5.03(c)(xiii) hereof unless there is on deposit in the Debt Service Reserve Fund an amount equal to at least the Debt Service Reserve Fund Requirement, and unless all conditions contained in any Supplemental Indenture are complied with and the Trustee has received (a) a certificate of an Authorized Representative of the Issuer to the effect that all rebate liability as calculated pursuant to any Tax Document through the date of such transfer has been paid or deposited in the Rebate Fund and (b) a certificate of an Authorized Officer of the Issuer stating that, immediately following such release, (i) the Overall Parity Percentage (assuming that amounts in the Tax-Exempt Retirement Account or the Taxable Retirement Account of the Debt Service Fund have been used to redeem a principal amount of Bonds equal to amounts on deposit therein) will equal or exceed 145% (provided, however, that such Overall Parity Percentage may be lowered by the Issuer if the Issuer shall have satisfied the Rating Agency Notification) and (ii) the aggregate principal amount of all Bonds Outstanding will be greater than 10% of the aggregate principal amount of all Bonds Outstanding as of the last date of issuance of a Series of Bonds.

Subject to compliance with Section 4.09 hereof, any amounts transferred from the Revenue Fund to the Residual Certificateholder in accordance with this Indenture shall be released from the lien of this Indenture, shall no longer be part of the Trust Estate and shall be the property of the Residual Certificateholder.

Section 5.10. Investment of Funds Held by Trustee. The Paying Agent on behalf of the Trustee shall invest money held for the credit of any Fund, Account or Subaccount held by the Trustee hereunder as directed in writing by an Authorized Representative of the Issuer, in Eligible Accounts the funds of which Eligible Accounts shall, to the fullest extent practicable and reasonable, be invested in Investment Securities which shall mature or be redeemed at the option of the holder prior to the respective dates when the money held for the credit of such Fund, Account or Subaccount will be required for the purposes intended. If a Fund or Account or Subaccount no longer constitutes an Eligible Account, the Trustee shall promptly (and, in any case, within not more than 30 calendar days) move such Fund or Account or Subaccount to another Eligible Institution such that the Fund or Account or Subaccount shall again constitute an Eligible Account. In the absence of any such direction and to the extent practicable, the Paying Agent on behalf of the Trustee shall invest amounts held hereunder in those Investment Securities described in clause (g) of the definition of the Investment Securities. The Paying Agent on behalf of the Trustee and the Issuer hereby agree that unless an Event of Default shall have occurred and is continuing hereunder, the Issuer acting by and through an Authorized Representative shall be entitled to, and shall, provide written direction or oral direction confirmed in writing to the Trustee with respect to any discretionary acts required or permitted of the Trustee under any Investment Securities, and the Trustee shall not take such discretionary acts without such written direction.

The Investment Securities purchased shall be held by the Paying Agent on behalf of the Trustee and shall be deemed at all times to be part of such Fund or Account or Subaccounts or combination thereof, and the Paying Agent on behalf of the Trustee shall inform the Issuer of the details of all such investments. Earnings with respect to, and any net gain on the disposition of,

any such investments, except on investments contained in the Rebate Fund and the Operating Fund, shall be deposited into the Revenue Fund as provided in Section 5.03(a) hereof. Earnings on amounts contained in the Rebate Fund shall remain in the Rebate Fund. Earnings on amounts contained in the Operating Fund shall remain in the Operating Fund. Upon direction in writing from an Authorized Representative of the Issuer, the Paying Agent on behalf of the Trustee shall use its best efforts to sell at the best price obtainable, 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 Paying Agent on behalf of the Trustee shall advise the Issuer in writing, on or before the fifteenth day of each calendar month (or such later day of a calendar month as 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 their value at the time thereof.

Subject to any limitations in the Tax Documents, 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. Subject to any limitations in the Tax Documents, the Paying Agent on behalf of the Trustee and its affiliates may act as principal or agent in the acquisition or disposition of any Investment Securities.

Notwithstanding the foregoing, neither the Paying Agent nor the Trustee shall be responsible or liable for any losses 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 compliance with the Trustee's standard of care described in Article VII hereof.

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.

The Issuer shall retain the authority to institute, participate in and join in any plan of reorganization, readjustment, merger or consolidation with respect to the issuer of any Investment Securities held hereunder, and, in general, to exercise each and every other power or right with respect to such Investment Securities 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 Investment Securities.

Section 5.11. Release. The Trustee shall, upon Issuer Order and subject to the provisions of this Indenture, take all actions reasonably necessary to effect the release of any Financed Eligible Loans from the lien of this Indenture to the extent the terms hereof permit the sale, disposition or transfer of such Financed Eligible Loans.

Section 5.12. Purchase of Bonds. Pursuant to this Indenture and upon Issuer Order, any amounts held under this Indenture which are available to redeem Bonds of a particular Stated Maturity (and interest rate, if applicable) may instead be used to purchase Bonds of such Stated Maturity (and interest rate, if applicable) at the same times and subject to the same conditions (except as to price) as apply to the Bonds of such Stated Maturity (and interest rate, if applicable)

in lieu of such redemption, except that such purchases made with amounts held under this Indenture shall be made only if the purchase price shall be less than the required Redemption Price. All Bonds purchased pursuant to this Section shall be canceled and not reissued.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01. 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 the principal of or interest on any of the Senior Bonds when due (other than the failure to make Principal Reduction Payments);
- (b) if no Senior Bonds are Outstanding hereunder, default in the due and punctual payment of the principal of or interest on any of the Senior-Subordinate Bonds when due (other than the failure to make Principal Reduction Payments);
- (c) if no Senior Bonds or Senior-Subordinate Bonds are Outstanding hereunder, default in the due and punctual payment of the principal of or interest on any of the Subordinate Bonds when due (other than the failure to make Principal Reduction Payments);
- (d) default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Issuer, other than an Administrator Default with respect to the Issuer, to be kept, observed, and performed contained in this Indenture or in the Bonds, and, if such default is capable of being cured, the continuation of such default for a period of 90 days after written notice thereof by the Trustee to the Issuer; and
- (e) the occurrence of an Event of Bankruptcy with respect to the Issuer.

Except as provided in Section 7.05 hereof, the Trustee shall not be required to take notice, or be deemed to have knowledge, of any default or Event of Default

Any notice herein provided to be given to the Issuer with respect to any default shall be deemed sufficiently given if sent by first-class mail with postage prepaid to the Person to be notified, addressed to such Person at the post office address as shown in Section 9.01 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 Officer of the Issuer. The Trustee may give any such notice in its discretion and shall give such notice if requested to do so in writing by the Registered Owners of at least two-thirds of the collective aggregate principal amount of the Highest Priority Bonds at the time Outstanding.

Section 6.02. Remedy on Default; Possession of Trust Estate. Upon the happening and continuance of any Event of Default, the Trustee, personally or by its attorneys or agents, may (but in the case of an Event of Default under Section 6.01(d) hereof only upon the written direction of 100% of the Registered Owners of the Highest Priority Bonds then Outstanding and the written

consent of the Registered Owners of a majority of the collective aggregate principal amount of each of the Senior-Subordinate Bonds (unless the Senior-Subordinate Bonds are the Highest Priority Bonds then Outstanding) and the Subordinate Bonds) 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 Revenue of the same and of every part thereof, and after deducting therefrom all expenses incurred hereunder (including any Extraordinary Expenses) 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, the Trustee shall apply the rest and residue of the money received by the Trustee as follows:

(a) if the principal of none of the Bonds shall have become due: *first*, to the Rebate Fund if necessary to comply with any Tax Document with respect to rebate or Excess Earnings; *second*, to the payment of Senior Transaction Fees and Subordinate Transaction Fees due and owing, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; *third*, to the payment of the interest in default on the Senior Bonds, in order of the maturity of the installments thereof, with interest on the overdue installments thereof at the same rates, respectively, as were borne by the Senior Bonds on which such interest shall be in default, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; and *fourth*, to the payment of the interest in default on the Senior-Subordinate Bonds, in order of the maturity of the installments thereof, with interest on the overdue installments thereof at the same rates, respectively, as were borne by the Senior-Subordinate Bonds on which such interest shall be in default, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; and *fifth*, to the payment of the interest in default on the Subordinate Bonds, in order of the maturity of the installments thereof, with interest on the overdue installments thereof at the same rates, respectively, as were borne by the Subordinate Bonds on which such interest shall be in default, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference.

(b) if the principal of any of the Bonds shall have become due, other than by declaration of acceleration: *first*, to the Rebate Fund if necessary to comply with any Tax Document with respect to rebate or Excess Earnings; *second*, to the payment of Senior Transaction Fees and Subordinate Transaction Fees due and owing, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; *third*, to the payment of the interest in default on the Senior Bonds, in the order of the maturity of the installments thereof, with interest on overdue installments thereof at the same rates, respectively, as were borne by the Senior Bonds on which such interest shall be in default; *fourth*, to the payment of the principal of all Senior Bonds then due, such payments to be made ratably based on amounts then due to the parties

entitled thereto without discrimination or preference; *fifth*, to the payment of the interest in default on the Senior-Subordinate Bonds, in the order of the maturity of the installments thereof, with interest on overdue installments thereof at the same rates, respectively, as were borne by the Senior-Subordinate Bonds on which such interest shall be in default, as the case may be; *sixth*, to the payment of the principal of all Senior-Subordinate Bonds then due, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; *seventh*, to the payment of the interest in default on the Subordinate Bonds, in the order of the maturity of the installments thereof, with interest on overdue installments thereof at the same rates, respectively, as were borne by the Subordinate Bonds on which such interest shall be in default, as the case may be; and *eighth*, to the payment of the principal of all Subordinate Bonds then due, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference.

(c) subject to Section 6.09 hereof, if the principal of all the Bonds shall have become due by declaration of acceleration or otherwise: *first*, to the Rebate Fund if necessary to comply with any Tax Document with respect to rebate or Excess Earnings; *second*, to the payment of Senior Transaction Fees and Subordinate Transaction Fees due and owing, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; *third*, to the payment of the interest and principal of all Senior Bonds then due, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; *fourth*, to the payment of the interest and principal of all Senior-Subordinate Bonds then due, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; *fifth*, to the payment of the interest and principal of all Subordinate Bonds then due, such payments to be made ratably based on amounts then due to the parties entitled thereto without discrimination or preference; and, *sixth*, any remainder to the Residual Certificateholder.

Section 6.03. 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 Registered Owners in such manner as counsel 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.

Section 6.04. Remedies on Default; Sale of Trust Estate. Upon the happening and continuation of any Event of Default and if the principal of all of the Outstanding Bonds shall have been declared due and payable pursuant to Section 6.09 hereof, then and in every such case, and irrespective of whether other remedies authorized shall have been pursued in whole or in part, the Trustee may 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, however, that no such sale shall be made unless the Trustee has received an opinion of Bond Counsel stating that adequate provision has been made to assure that such transfer shall not impair the Issuer's capacity to comply with its obligations relative to the restrictions upon Portfolio Yield

and to the rebate of certain amounts to the federal government as such obligations would be calculated upon the date of such opinion in accordance with any Tax Document and that such transfer will not affect adversely the exclusion from federal income taxation of interest on the Tax-Exempt Bonds afforded by Section 103 of the Code. 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, 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. In addition, the Trustee may proceed to protect and enforce the rights of the Trustee and the Registered Owners of the Bonds in such manner as counsel 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 may in the opinion of such counsel, 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 Registered Owners of at least two-thirds of the collective aggregate principal amount of the Highest Priority Bonds at the time Outstanding. Such a sale following an Event of Default, other than a default in the payment of any principal or interest on any Bond, shall also require the written consent of all the Registered Owners of the Senior-Subordinate Bonds (unless the Senior-Subordinate Bonds are the Highest Priority Bonds then Outstanding) and the Subordinate Bonds unless the proceeds of such a sale would be sufficient to discharge the Senior-Subordinate Bonds and the Subordinate Bonds at the date of such a sale.

Section 6.05. Appointment of Receiver. In case an Event of Default occurs, and if all of the Outstanding Bonds 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 Registered 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 6.06. 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 Registered 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 Issuer, the Trustee and the Registered Owners shall continue as though no such proceeding had been taken.

Section 6.07. Purchase of Properties by Trustee or Registered Owners. In case of any sale of the Trust Estate set forth in Section 6.04 hereof, any Registered Owner, Registered Owners, committee of Registered Owners, the Issuer or the Trustee, may bid for and purchase such property

and upon compliance with the terms of sale may hold, retain possession, and dispose of such property as the absolute right of the purchaser or purchasers without further accountability and shall be entitled, for the purpose of making any settlement or payment for the property purchased, to use and apply any Bonds owned by such purchasers that are hereby secured and any interest thereon due and unpaid, by presenting such Bonds in order that there may be credited thereon the sum apportionable and applicable thereto out of the net proceeds of such sale, and thereupon such purchaser or purchasers shall be credited on account of such purchase price payable to him or them with the sum apportionable and applicable out of such net proceeds to the payment of or as a credit on the Bonds so presented.

Section 6.08. 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 designated in this Indenture for another use, shall be applied by the Trustee as set forth in Section 6.02 hereof, and then to the Issuer or whomsoever shall be lawfully entitled thereto.

Section 6.09. Accelerated Maturity. If an Event of Default shall have occurred and be continuing, the Trustee may, or upon the written direction by the Registered Owners of at least two-thirds of the collective aggregate principal amount of the Highest Priority Bonds then Outstanding, or due to the occurrence of an Event of Default pursuant to Section 6.01(e) hereof, shall, by notice in writing delivered to the Issuer not later than the next Business Day succeeding such direction, declare the principal of all Bonds then Outstanding and the interest thereon immediately due and payable, anything in the Bonds or this Indenture to the contrary notwithstanding, subject, however, to the provisions of Section 6.14 hereof with respect to waivers of Events of Default; provided, however, that a declaration of acceleration upon a default pursuant to Section 6.01(d) hereof shall require the consent of 100% of the Registered Owners of the collective aggregate principal amount of the Highest Priority Bonds then Outstanding.

The Trustee shall give notice thereof by first class mail, postage prepaid, to all Registered Owners of Outstanding Bonds; provided, however, that the giving of such notice shall not be considered a precondition to the Trustee declaring the entire principal amount of the Bonds then Outstanding and the interest accrued thereon immediately due and payable. The Bonds shall cease to accrue interest on the date of declaration of acceleration whether or not they are paid on such date.

Section 6.10. Remedies Not Exclusive. The remedies herein conferred upon or reserved to the Trustee or the Registered Owners of Bonds 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 the Registered Owners of Bonds 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 any Registered Owner of Bonds 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 6.11. Direction of Trustee. Upon the happening of any Event of Default, the Registered Owners of at least two-thirds of the collective aggregate principal amount of the Highest Priority Bonds 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; provided, however, that such Registered Owners shall not be entitled to cause the Trustee to take any proceedings which in the Trustee's opinion would be unjustly prejudicial to non-assenting Registered Owners of Bonds, but the Trustee shall be entitled to assume that the action requested by the Registered Owners of at least two-thirds of the collective aggregate principal amount of the Highest Priority Bonds then Outstanding will not be prejudicial to any non-assenting Registered Owners unless the Registered Owners of at least two-thirds of the collective aggregate principal amount of the non-assenting Registered Owners of such Highest Priority Bonds, in writing, show the Trustee how they will be prejudiced. The provisions of this Section shall be expressly subject to the provisions of Sections 7.01(c) and 7.05 hereof.

Section 6.12. Right to Enforce in Trustee. No Registered Owner of any Bond shall have any right as such Registered 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 Registered Owner shall have previously given to the Trustee written notice of a default hereunder, and of the continuance thereof, and also unless the Registered Owners of at least two-thirds of the collective aggregate principal amount of the Highest Priority Bonds then Outstanding shall have made written request upon 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 agents and counsel) 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 45 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 Registered Owners of the Bonds 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 Registered Owners of the Bonds then Outstanding (except as provided herein with respect to certain payment and other priorities).

Section 6.13. Physical Possession of Bonds Not Required. In any suit or action by the Trustee arising under this Indenture or on all or any of the Bonds issued hereunder, or any supplement hereto, the Trustee shall not be required to produce such Bonds, 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 may in its discretion waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of Bonds, and shall do so upon the written request of the Registered Owners of a majority of the collective aggregate principal amount of the Highest Priority Bonds 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 Bonds at the date of maturity or redemption thereof, or any default in the payment when due of the interest on any such Bonds, unless prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal and premium, if any, and

all fees and expenses of the Trustee, in connection with such default or otherwise incurred hereunder shall have been paid or provided for; or (b) any default in the payment of amounts set forth in Section 4.09 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 Registered Owners of Bonds 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.

ARTICLE VII

THE TRUSTEE

Section 7.01. 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,

(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

(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 on their face 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, without any duty to inquire to the matters stated herein.

(b) In case an Event of Default 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 its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) 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 (c) 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, unless it shall be conclusively determined by a court of competent jurisdiction 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 by it in good faith in accordance with the written direction of the requisite percentage of Registered Owners permitted to direct the Trustee pursuant to this Indenture 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; and

(iv) no provision of this Indenture (including but not limited to any time that the Trustee is acting as a prudent person following an Event of Default pursuant to Section 6.01(d) hereof) shall require the Trustee to expend or risk its own funds or otherwise incur any liability (financial or otherwise) in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, unless directed in writing by the Registered Owners of at least two-thirds in aggregate of the Highest Priority Bonds Outstanding and the Trustee is furnished an indemnity bond or other indemnity and security satisfactory to it for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which results from the negligence or willful misconduct of the Trustee.

Section 7.02. Recitals of Others. The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for the filing or re-filing of this Indenture, or for the validity of the execution by the Issuer of this Indenture or of any Supplemental Indenture or instrument of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby. The Trustee makes no representations as to the title of the Issuer in the Trust Estate or as to the security afforded thereby and hereby, or as to the validity, perfection, priority, or continuation of any security interest granted herein, or as to the validity or sufficiency of this Indenture or of the Bonds issued hereunder, and the Trustee shall incur no responsibility in respect of such matters.

Section 7.03. 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; or (e) for giving notice of the existence of such lien, or for extending or supplementing the same or to see that any rights to Revenue 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 Registered Owners in respect of such property or pledged Revenue and Funds. 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 7.04. Trustee May Act Through Agents. The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys or agents and shall not be responsible for any act or omission on the part of any such attorney or agent selected by it

in the exercise of reasonable care. Upon any use by the Trustee of an agent to perform any vital function under the Indenture on behalf of the Trustee, the Trustee is required to promptly give written notice to the Rating Agencies and the Issuer of the appointment of any such agent. The Trustee may act upon the opinion or advice of any counsel, accountant, or other expert selected by it in the exercise of reasonable care, which shall be full and complete authorization and protection in respect of any action or inaction based on its good faith reliance upon such opinion or advice.

Section 7.05. Indemnification of Trustee. Other than with respect to its duties to make payment on the Bonds when due and its duty to pursue the remedy of acceleration as provided in Section 6.09 hereof for each of which no additional security, indemnity or consent may be required, the Trustee shall be under no obligation or duty to take any action or refrain from taking any action under this Indenture or to perform any act at the request of Registered Owners or to institute or defend any suit in respect thereof unless properly indemnified and provided with security to its satisfaction as provided in Section 7.01(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 or any Administrator Default hereunder and may conclusively assume that there has been no such default or Event of Default (other than an Event of Default described in Section 6.01(a), (b) or (c) hereof) unless and until a Responsible Officer of the Trustee shall have been specifically notified in writing at the address in Section 9.01 hereof of such default or Event of Default by (a) the Registered Owners of the required percentages in principal amount of the Bonds then Outstanding hereinabove specified or (b) an Authorized Representative of the Issuer. 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 Registered Owners requesting such action, if any, for all fees, costs and expenses (including extraordinary out-of-pocket expenses), liabilities, outlays and counsel and agent fees and other reasonable disbursements properly incurred in connection therewith (including, but not limited to the costs of defending any claim or bringing any claim to enforce any indemnification obligation), 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 Issuer Orders, instructions or other directions (including electronic communications) upon which the Trustee is authorized to rely pursuant to this Indenture or any other agreement to which it is a party. If the Issuer or the Registered 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, (i) except during the continuance of an Event of Default, subject only to the prior lien of the Bonds for the payment of the principal thereof, premium, if any, and interest thereon from the Revenue Fund; and (ii) during the continuance of an Event of Default in accordance with Section 6.02 hereof. 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 Registered 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.

Before taking any action hereunder requested by the Registered Owners, the Trustee may require that it be furnished an indemnity bond or other indemnity satisfactory to it for the reimbursement of all expenses (including, without limitation, legal fees and expenses) to which it may be put and to protect it against all liability, except liability which results from the negligence or willful misconduct of the Trustee, by reason of any action so taken by the Trustee.

In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities or communication, or any other similar events outside the control of the Trustee.

Section 7.06. Trustee's Right to Reliance. The Trustee shall conclusively rely on and shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, electronic communication, appraisal, opinion, report or document of the Issuer or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, paper or document, but may accept the same as conclusive evidence of the truth and accuracy of such statement. Before acting or refraining from acting in the administration hereof, the Trustee may consult with accountants, experts and counsel, and the opinion of such counsel, accountants and experts 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, accountants and experts. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the Registered Owner of any Bond shall be conclusive and binding upon all future Registered Owners of the same Bond and Bonds issued in exchange therefor or in place thereof.

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 require and, in the absence of bad faith on its part, may rely upon a certificate signed by an Authorized Representative of the Issuer. Whenever in the administration hereof the Trustee is directed to comply with an Issuer Order, the Trustee will be entitled to act in reliance on such Issuer Order.

The Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions, or agreements on the part of the Issuer but the Trustee may require of the Issuer full information and advice as to the performance of any covenants, conditions or agreements pertaining to Financed Eligible Loans.

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 or error of judgment made in good faith; provided, however, that the Trustee shall be liable for its negligence or willful misconduct.

The permissive right of the Trustee to take action under or otherwise do things enumerated in this Indenture shall not be construed as a duty.

The Trustee is authorized, under this Indenture, subject to Section 4.09 hereof and other applicable provisions hereof, to sell, assign, transfer or convey Financed Eligible Loans in accordance with an Issuer Order. The Trustee is further 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 for any action taken or omitted by it in good faith on the direction of the Registered Owners of at least two-thirds of the collective aggregate principal amount of the Highest Priority Bonds then Outstanding as to the time, method, and place of conducting any proceedings for any remedy available to the Trustee or the exercising of any power conferred by this Indenture or any other transaction document.

In no event shall the Trustee be liable for punitive, special, indirect, or consequential damages (including, but not limited to, loss of profit).

The Trustee has the right to not take any action if it determines such action will result in liability to the Trustee, will not be in the best interests of the Registered Owners, or is contrary to law.

The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

In no event shall the Trustee be liable for failure to perform its obligations hereunder if such failure is a direct or proximate result of another party's failure to so perform.

Before acting or refraining from acting hereunder the Trustee shall be entitled to request and rely upon an Issuer Order or Opinion of Counsel.

Section 7.07. Compensation of Trustee. Except as otherwise expressly provided herein, all advances, counsel fees 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. Except during the continuance of an Event of Default, the fees of the Trustee shall be limited to those set forth in the most recent engagement letter executed by the Trustee and an Authorized Officer of the Issuer. If not paid by the Issuer, the Trustee shall have a lien against all money held pursuant to this Indenture (other than the moneys and investments held in the Rebate Fund), (a) except during the continuance of an Event of Default, subject only to the prior lien of the Bonds 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); and (b) during the continuance of an Event of Default in accordance with Section 6.02 hereof.

The Issuer shall indemnify and hold harmless the Trustee and any director, officer, employee, or agent of the Trustee, Paying Agent, Transfer Agent and Registrar against any loss, liability or reasonable expense (including, without limitation, reasonable legal fees and expenses; extraordinary expenses; fees of agents and experts; and the reasonable costs of defending any claim or bringing any claim to enforce the indemnification obligations of the Issuer) incurred in connection with its actions or inactions under this Indenture, the Administration Agreement or the Bonds, other than any loss, liability, or expense incurred by reason of willful misfeasance, bad faith, or negligence in the performance by the Trustee, Paying Agent, Transfer Agent, or Registrar or their agents or attorneys of the duties of the Trustee, Paying Agent, Transfer Agent, or Registrar hereunder.

Section 7.08. Trustee May Own Bonds. The Trustee hereunder, or any successor Trustee, in its individual or other capacity, may become the owner or pledgee of Bonds and may otherwise deal with the Issuer, with the same rights it would have if it were not the Trustee. 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 Registered Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or of this Indenture, whether or not any such committee shall represent the Registered Owners of at least two-thirds of the collective aggregate principal amount of the Outstanding Bonds.

Section 7.09. 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 at least 30 days' prior written notice, 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) and said successor Trustee shall have accepted such appointment in writing. If no successor Trustee has been appointed by the later of the date specified or 60 days after the receipt of the notice by the Issuer, 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 and said successor Trustee shall have accepted such appointment in writing. 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 upon at least 30 days' prior written notice (a) if an Event of Default has occurred and is continuing, by the Registered Owners of 100% of the collective aggregate principal amount of the Highest Priority Bonds then Outstanding; (b) by the Issuer for cause or upon the sale or other disposition of the Trustee or its 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 Issuer and the other 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 Registered Owners, such Registered Owners by instrument or concurrent instruments in writing (signed and acknowledged by such Registered 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 removed, 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 resolution (or, in the case of removal by the Registered Owners, a successor Trustee may be appointed by the Registered Owners as provided in Section 7.10 hereof). 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 Registered Owners of the Bonds at the address of each Registered Owner appearing on the bond registration books maintained by the Registrar.

Every successor Trustee appointed by the Registered Owners, 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, be authorized under the law to exercise corporate trust powers and be subject to supervision or examination by a federal or state authority.

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, including all the right, title and interest in and to the Trust Estate pledged 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 of the Issuer, 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 pledged Revenue and Funds 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 Bonds 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 Bonds shall not have been authenticated, any successor to the Trustee may authenticate such Bonds in its own name; and in all such cases such certificate shall have the full force which it has anywhere in the Bonds or in this Indenture.

Section 7.13. Right of Inspection.

(a) A Registered Owner shall be permitted at reasonable times during regular business hours and in accordance with reasonable regulations prescribed by the Trustee to examine at an office of the Trustee a copy of any documents authorizing and securing a Series of Bonds or any report or instrument theretofore filed with the Trustee relating to the condition of the Trust Estate.

(b) At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, accountants and representatives shall have the right fully to inspect all books, papers and records of the Issuer, an Administrator and, to the extent provided in a Servicing Agreement, the related Servicer, pertaining to Financed Eligible Loans, and to copy or take such memoranda from and in regard thereto as may be desired.

Section 7.14. Limitation With Respect to Examination. Except as expressly provided in this Indenture, the Trustee shall be under no duty to examine any report or statement or other document required or permitted to be filed with it by or on behalf of the Issuer, and the Trustee may accept the same as conclusive evidence of the truth and accuracy of any statement contained therein or as to the existence or nonexistence of any fact stated therein.

Section 7.15. Servicing Agreements. The Trustee shall upon request acknowledge the receipt of a copy of each Servicing Agreement delivered to it by the Issuer. The Trustee is not responsible for servicing the Eligible Loans held or financed or refinanced under the terms hereof or for the custody, safekeeping, or preservation of the Eligible Loans held or financed or refinanced under the terms hereof. The Trustee has no duty to monitor or supervise any Servicer, or any custodian of the Eligible Loans held or financed or refinanced under the terms hereof and is not responsible for any of their acts or omissions in servicing or maintaining custody of the Eligible Loans held or financed or refinanced under the terms hereof.

Section 7.16. 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 financed or refinanced 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, upon written notice from an Authorized Representative of the Issuer, use its reasonable efforts to cause this Indenture to be amended (in accordance with

Section 8.01 hereof) if the Program Manuals are hereafter amended so as to be contrary to the terms of this Indenture.

Section 7.17. Duties of Trustee and Issuer With Respect to Rating Agencies. It shall be the duty of the Trustee to notify each applicable Rating Agency of (a) any change, expiration, extension, or renewal of this Indenture or any Supplemental Indenture; (b) redemption, defeasance or acceleration of all the Bonds; (c) mandatory or optional tender of any Bonds; (d) any material changes to a Supplemental Indenture; and (e) any Event of Default. The Trustee shall notify each applicable Rating Agency upon direction of the Issuer of (a) the removal of the Trustee; (b) the sale of Financed Eligible Loans and (c) any other information (not privileged or otherwise required to be kept private) within its knowledge reasonably required to be reported to each Rating Agency under any Supplemental Indenture; provided, however, the provisions of this Section do not apply when such documents have been previously supplied to such Rating Agency and the Trustee has received written evidence to such effect, all as may be required by this Indenture.

It shall be the duty of the Issuer to provide any information reasonably requested by a Rating Agency in connection with a Rating Agency Notification or a Rating Agency Confirmation.

The Issuer shall make the notice relating to any Rating Agency Notification or any Rating Agency Confirmation publicly available in the manner applicable to post-issuance disclosures under Rule 15c2-12 as promulgated by the Securities and Exchange Commission. All notices required to be forwarded to the Rating Agencies under this Section shall be sent in writing (which writing may be made by electronic communication) to the following addresses:

Via electronic delivery to servicer_reports@spglobal.com
For any information not available in electronic format:
S&P Global Ratings.
55 Water Street, 42nd Floor
New York, New York 10041-0003
Attention: ABS Surveillance Group

The Trustee also acknowledges that each Rating Agency's periodic review for maintenance of a Rating on any Bonds may involve discussions and/or meetings with representatives of the Trustee at mutually agreeable times and places.

Section 7.18. Merger of the Trustee, Etc. Any corporation into which the Trustee may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee or any corporate affiliate of the Trustee succeeding to all or a portion of the corporate trust business of the Trustee, shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Indenture, without the execution or filing of any paper or any further act on the part of any other parties hereto.

Section 7.19. Survival of Trustee's Rights to Receive Compensation, Reimbursement and Indemnification. The Trustee's rights to receive compensation, reimbursement and

indemnification of money due and owing hereunder at the time of the Trustee's resignation or removal shall survive the Trustee's resignation or removal.

Section 7.20. Article Controlling as to Trustee Conduct and Liability. Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of the Trustee shall be subject to this Article.

Section 7.21. Statement by Trustee of Funds and Accounts and Other Matters. Not more than thirty days after the close of each Fiscal Year the Trustee shall furnish the Issuer, an Administrator and any Registered Owner filing with the Trustee a written request for a copy, a bank statement setting forth (to the extent applicable) in respect to such Fiscal Year, (a) all transactions relating to the receipt, disbursement and application of all moneys received by the Trustee pursuant to all terms of this Indenture, (b) the balances held by the Trustee at the end of such Fiscal Year to the credit of each Fund and Account, (c) a brief description of all moneys and Investment Securities held by the Trustee as part of the balance of each Fund and Account as of the end of such Fiscal Year, (d) the principal amount of Bonds repaid during such Fiscal Year, and (e) any other information which the Issuer or an Administrator may reasonably request.

In addition, the Trustee shall furnish the Issuer and an Administrator on or before the fifth day of each calendar month a bank statement of all moneys and Investment Securities to the credit of each Fund and Account as of the last day of the preceding month.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

Section 8.01. Supplemental Indentures Not Requiring Consent of Registered Owners. The Issuer and the Trustee, at the request of the Issuer, may, without the consent of or notice to any of the Registered Owners, enter into any indenture or indentures supplemental to this Indenture for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Indenture;
- (b) to grant to or confer upon the Trustee for the benefit of the Registered Owners any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Registered Owners or the Trustee;
- (c) to subject to this Indenture additional revenues, properties or collateral;
- (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 Bonds 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;

(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 if, together with such Supplemental Indenture there is filed an Opinion of Counsel (which may be counsel to the Issuer) addressed to the Issuer and the Trustee to the effect that the addition or amendment of such provisions will not materially impair the existing security of the Registered Owners of any Outstanding Bonds;

(g) to make any change as shall be necessary in order to obtain and maintain for any of the Bonds an investment grade Rating from a nationally recognized rating service, if along with such Supplemental Indenture there is filed a Bond Counsel's opinion addressed to the Trustee to the effect that such changes will in no way impair the existing security of the Registered Owners of any Outstanding Bonds;

(h) to make any changes necessary to comply with the Code and the regulations promulgated thereunder;

(i) to provide for the issuance of Bonds pursuant to the provisions of Section 2.08 hereof, including the creation of appropriate Funds, Accounts and Subaccounts with respect to such Bonds;

(j) with a Rating Agency Notification, in connection with the issuance of Senior Bonds, Senior-Subordinate Bonds or Subordinate Bonds, to create any additional Funds or Accounts or Subaccounts under this Indenture, including without limitation in the nature of debt service reserve or capitalized interest Funds, Accounts or Subaccounts for such Senior Bonds, Senior-Subordinate Bonds or Subordinate Bonds, and to modify or amend the provisions of Section 5.03(b) or 5.03(c) hereof in connection with the foregoing; provided, that no such modification or amendment shall change the amount or timing of application of Revenues or of amounts transferred to the Revenue Fund from other funds and accounts to pay principal of or interest or redemption premium, if any, on Senior Bonds;

(k) to create any other additional Funds or Accounts or Subaccounts under this Indenture deemed by the Trustee to be necessary or desirable;

(l) to amend this Indenture to provide for use of a surety bond or other financial guaranty instrument in lieu of cash and/or Investment Securities in all or any portion of the Debt Service Reserve Fund upon satisfaction of a Rating Agency Notification;

(m) with a Rating Agency Notification, to the extent required by a Supplemental Indenture, to evidence the extension of any Acquisition Period or Recycling Period;

(n) to modify any of the provisions of this Indenture in any respect whatever; provided, however, that (i) such modification shall be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the execution by the Issuer of such Supplemental Indenture shall cease to be Outstanding; and (ii) such Supplemental

Indenture shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the execution by the Issuer of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof;

(o) to conform the terms of this Indenture to the description of such terms in an offering memorandum used in connection with the sale of any Bonds; or

(p) to make any other change (other than changes with respect to any matter requiring satisfaction of the Rating Agency Notification or the Rating Agency Confirmation unless the Bonds are not rated at the time) which, in the judgment of the Issuer and the Trustee, is not materially adverse to the Registered Owners of any Bonds;

provided, however, that 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 without the prior written approval of the Trustee.

Section 8.02. Supplemental Indentures Requiring Consent of Registered Owners.

Exclusive of Supplemental Indentures covered by Section 8.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Registered Owners of not less than a majority of the collective aggregate principal amount of the then Outstanding Bonds affected thereby 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 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 Registered Owners of all then Outstanding Bonds affected thereby, (i) an extension of the maturity date of the principal of or the interest on any Bond, (ii) a reduction in the principal amount of any Bond or the rate of interest thereon, (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds except as otherwise provided herein, (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture, or (v) the creation of any lien other than a lien ratably securing all of the Bonds 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 without the prior written approval of the Trustee.

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 Registered Owner of a Bond at the address shown on the registration records. 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 Office of the Trustee for inspection by all Registered Owners. If, within 60 days, or such longer period as shall be prescribed by the Issuer, following the mailing of such notice, the Registered Owners of not less than a majority of the collective aggregate principal amount of the Bonds 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 Registered Owner of any Bond 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 permitted and provided in this Section, this Indenture shall be and be deemed to be modified and amended in accordance therewith. The Trustee shall not be obligated to enter into any Supplemental Indenture which affects the Trustee's own rights, duties or indemnities or otherwise.

Section 8.03. Additional Limitation on Modification of Indenture. No amendment to this Indenture or to the indentures supplemental thereto shall be effective unless the Trustee receives an opinion of Bond Counsel to the effect that such amendment was adopted in conformance with this Indenture and will not, in and of itself, adversely affect the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds. The Trustee shall also receive an Opinion or Counsel stating that such Supplemental Indenture is authorized and permitted and all conditions precedent have been satisfied.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. Notices. Any notice, request or other instrument required by this Indenture to be signed or executed by the Registered Owners of Bonds may be executed by the execution of any number of concurrent instruments of similar tenor and may be signed or executed by such Registered Owners of Bonds in person or by an agent appointed in writing. As a condition for acting thereunder, the Trustee may demand proof of the execution of any such instrument and of the fact that any person claiming to be the owner of any of said Bonds is such owner and may further require the actual deposit of such Bond or Bonds with the Trustee. The fact and date of the execution of such instrument may be proved by the certificate of any officer in any jurisdiction, who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction, that the person signing such instrument acknowledged before him the execution thereof, or may be proved by any affidavit of a witness to such execution sworn to before such officer.

The amount of Bonds held by any person executing such instrument as a Registered Owner of Bonds and the fact, amount, and numbers of the Bonds held by such person and the date of his holding the same may be proved by a certificate executed by any responsible trust company, bank, banker, or other depository in a form approved by the Trustee, showing that at the date therein mentioned such person had on deposit with such depository the Bonds described in such certificate; provided, however, that at all times the Trustee may require the actual deposit of such Bond or Bonds with the Trustee.

All notices, requests and other communications to any party hereunder shall be in writing (including facsimile, e-mail or similar writing) at the following addresses, and each address shall constitute each party's respective "Principal Office" for purposes of this Indenture:

to the Issuer: Indiana Secondary Market for Education Loans, Inc.
11595 N. Meridian Street, Suite 200
Carmel, IN 46032
Telephone: (317) 715-9009
E-mail: ldevaisher@INvestEdIndiana.org
Attention: Chief Financial Officer

If intended for the Trustee:

BOKF, N.A.
2405 Grand Blvd., Suite 840
Kansas City, MO 64108-2536
Telephone: (816) 932-7333
E-mail: wperes@bokf.com
Attention: Corporate Trust Department

Any party may change the address to which subsequent notices to such party are to be sent, or of its Principal Office, by notice to the others, in the manner provided above or delivered by hand or first-class mail, postage prepaid. Each such notice, request or other communication shall be effective when delivered by hand or received by facsimile or e-mail or first-class mail, postage prepaid.

Section 9.02. 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 the Registered Owners from time to time of the Bonds.

No extension of time of payment of any of the Bonds 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 Bonds are paid in full, notwithstanding any transfer of Financed Eligible Loans or extension of time for payment.

Section 9.03. Lien Created. This Indenture shall operate effectually as (a) a pledge of and a lien on the Trust Estate; and (b) an assignment of the Trust Estate.

Section 9.04. 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 9.05. Consent of Registered Owners Binds Successors. Any request or consent of the Registered Owner of any Bonds given for any of the purposes of this Indenture shall bind all future Registered Owners of the same Bond or any Bonds 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 9.06. No Liability of Directors. It is hereby expressly made a condition of this Indenture that any agreements, covenants, or representations herein contained or contained in the Bonds do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the incorporators, officers, employees, agents or directors of the Issuer, and in the event of a breach of any such agreement, covenant, or representation, no personal or pecuniary liability or charge payable directly or indirectly from the general revenues of the Issuer shall arise therefrom. Nothing contained in this Section, however, shall relieve the Issuer from the observance and performance of the several covenants and agreements on its part herein contained.

Section 9.07. Nonpresentment of Bonds or Interest Checks. Should any of the Bonds or interest checks not be presented for payment when due, the Trustee shall retain from any money transferred to it for the purpose of paying the Bonds or interest checks so due, for the benefit of the Registered Owners thereof, a sum of money sufficient to pay such Bonds or interest checks when the same are presented by the Registered Owners thereof for payment. Such money shall not be required to be invested. All liability of the Issuer to the Registered Owners of such Bonds or interest checks and all rights of such Registered Owners against the Issuer under the Bonds or interest checks or under this Indenture shall thereupon cease and determine, and the sole right of such Registered Owners shall thereafter be against such deposit. If any Bond or interest check shall not be presented for payment within the period of two years following its payment or redemption date, the Trustee shall return to the Issuer the money theretofore held by it for payment of such Bond or interest check, and such Bond or interest check 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 9.08. 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 of Indiana.

Section 9.09. 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 9.10. Exhibits. The terms of the Schedules and Exhibits, if any, attached to this Indenture are incorporated herein in all particulars.

Section 9.11. Non-Business Days. Except as may otherwise be provided herein, if the date for making payment of any amount hereunder or on any Bond, 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 9.12. 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 Trustee, any paying agent, and the Registered Owners of the Bonds, 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 Trustee, the paying agent, if any, and the Registered Owners.

Section 9.13. Bonds Are Limited Obligations of the Issuer and Not a Debt of the State of Indiana. The Bonds and the obligations of the Issuer contained in this Indenture shall not constitute a general obligation of the Issuer, but shall be special, limited obligations of the Issuer, secured by and payable solely from the Trust Estate herein provided. Each Bond or other obligation issued by the Issuer hereafter shall contain on its face a statement to the effect that the Issuer shall not be obligated to pay the same or the interest thereon from any other source.

THE BONDS AND ANY AGREEMENT OF THE ISSUER MENTIONED HEREIN ARE SPECIAL AND LIMITED OBLIGATIONS OF THE ISSUER, SECURED SOLELY BY AND PAYABLE SOLELY FROM THE TRUST ESTATE. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF INDIANA OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF IS PLEDGED FOR THE PAYMENT OF ANY BONDS. THE ISSUER'S OBLIGATIONS, INCLUDING ANY BONDS, ARE NOT GENERAL, SPECIAL OR MORAL OBLIGATIONS OF THE STATE OF INDIANA. THE ISSUER IS NOT AUTHORIZED UNDER THIS INDENTURE OR LAWS OF THE STATE OF INDIANA TO CREATE, AND THE BONDS DO NOT CONSTITUTE, PUBLIC DEBT OF THE STATE OF INDIANA OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF THE INDIANA CONSTITUTION OR LAWS OF THE STATE OF INDIANA OR DEBT OF THE STATE OF INDIANA OR ANY AGENCY OR POLITICAL SUBDIVISION THEREOF FOR ANY OTHER PURPOSE WHATSOEVER.

Section 9.14. Financed Eligible Loans. The Issuer expects to finance and refinance Eligible Loans and 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 Financed Eligible Loans, as defined herein. If for any reason a Financed Eligible Loan does not constitute an Eligible Loan, or ceases to constitute an Eligible Loan, other than an Eligible Loan released from the lien of this Indenture, such loan shall continue to be subject to the lien of this Indenture as a Financed Eligible Loan.

Section 9.15. 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 9.16. Objection of Registered Owners. Anything in this Indenture to the contrary notwithstanding, whenever in this Indenture a Rating Agency Notification or a Rating Agency Confirmation is required with respect to any Proposed Action, to the extent that the Bonds no longer carry a Rating from any Rating Agency, the Issuer will give notice of any Proposed Action to the Registered Owners and will be permitted to take such Proposed Action unless the Registered Owners of not less than a majority of the collective aggregate principal amount of the Highest Priority Bonds then Outstanding object to the Proposed Action within 20 Business Days of the giving of such notice.

Section 9.17. Rating Agency Notifications and Rating Agency Confirmations. Anything in this Indenture to the contrary notwithstanding, (a) the Issuer is not required to satisfy a Rating Agency Notification or a Rating Agency Confirmation with respect to any Rating Agency which has not been designated by the Issuer to provide a rating on any of the Bonds and (b) the rating requirements with respect to Investment Securities shall not apply with respect to the ratings of any Rating Agency which has not been designated by the Issuer to provide a rating on any of the Bonds.

ARTICLE X

PAYMENT AND CANCELLATION OF BONDS AND SATISFACTION OF INDENTURE

Section 10.01. Trust Irrevocable. The trust created by the terms and provisions of this Indenture is irrevocable until the indebtedness secured hereby (the Bonds and interest thereon) and all other payment obligations hereunder are fully paid or provision made for its payment as provided in this Article.

Section 10.02. Satisfaction of Indenture.

(a) If the Issuer shall pay, or cause to be paid, or there shall otherwise be paid (i) to the applicable parties, all Senior Transaction Fees and Subordinate Transaction Fees then due and owing, (ii) to the Registered Owners of the Bonds, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Indenture; and (iii) to the United States of America, the amount required to be rebated in satisfaction of its obligations as described in any Tax Document, then the pledge of the Trust Estate, except the Rebate Fund, which is not pledged hereunder, and all covenants, agreements, and other obligations of the Issuer to the Registered Owners of Bonds other than as provided in Section 4.09 hereof 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 all money held by it under this Indenture to the party entitled to receive the same under this Indenture. If the Issuer shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of any Outstanding Bonds the principal of and interest on such Bonds, such Bonds 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 Registered Owners thereof shall thereupon cease, terminate, and become void and be discharged and satisfied.

(b) Bonds or interest installments shall be deemed to have been paid within the meaning of subsection (a) of this Section if money for the payment or redemption thereof has been set aside and is being held on behalf of the Registered Owners by the Trustee at the Stated Maturity or earlier redemption date thereof. Any Outstanding Bond shall, prior to the Stated Maturity or earlier redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section if (i) such Bond is to be redeemed on any date prior to its Stated Maturity; and (ii) the Issuer shall have given notice of redemption as provided herein on said date and there shall have been

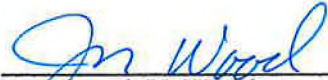
deposited with the Paying Agent on behalf of the Trustee either money in an amount which shall be sufficient, or Governmental Obligations (including any Governmental Obligations issued or held in book-entry form on the books of the Department of Treasury of the United States of America) the principal of and the interest on which when due will provide money which, together with the money, if any, deposited with the Paying Agent on behalf of the Trustee at the same time, shall be sufficient, to pay when due the principal of and interest to become due on such Bond on and prior to the redemption date or Stated Maturity thereof, as the case may be, provided that with respect to the defeasance of Bonds in a variable-rate mode (the "Variable Rate Bonds") for which the interest rate cannot be determined at the time of defeasance, the Issuer shall have deposited funds with the Trustee sufficient to pay interest at the maximum rate allowable on the Variable Rate Bonds for the defeasance period. Notwithstanding anything herein to the contrary, however, no such deposit shall have the effect specified in this subsection (b); (A) if made during the existence of an Event of Default, unless made with respect to all of the Bonds then Outstanding; (B) unless on the date of such deposit of Governmental Obligations, but only if the deposit consists of Governmental Obligations, there shall be provided to the Trustee a report of an independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay in full the Outstanding Bonds to be redeemed or to be deemed paid pursuant to this subsection (b); and (C) unless there shall be delivered to the Trustee an Opinion of Bond Counsel to the effect that such deposit will not, in and of itself, adversely affect any exclusion from gross income for federal income tax purposes of interest on any Tax-Exempt Bond. 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 Bonds. Any cash received from such principal of and interest on such Governmental Obligations deposited with the Paying Agent on behalf of 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 Bonds on and prior to such redemption 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 Paying Agent on behalf of 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). 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 Bonds. Such term shall not include mutual funds and unit investment trusts.

(c) The provisions of this Section are applicable to the Bonds and any portion of the Bonds.

Section 10.03. Cancellation of Paid Bonds. Any Bonds which have been paid or purchased by the Issuer, Bonds exchanged for new Bonds, mutilated Bonds replaced by new Bonds, and any temporary Bond for which definitive Bonds have been delivered shall (unless otherwise directed by the Issuer by Issuer Order) forthwith be cancelled by the Trustee and, except for temporary Bonds, cremated or otherwise destroyed by the Trustee in accordance with its retention policy then in effect.

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed in its corporate name and behalf by an Authorized Officer, 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, 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.

INDIANA SECONDARY MARKET FOR
EDUCATION LOANS, INC., as the Issuer

By 
Name: Joseph V. Wood
Title: President

BOKF, N.A., as the Trustee

By _____
Name: _____
Title: _____

[Signature Page to Indenture of Trust]

IN WITNESS WHEREOF, the Issuer has caused this Indenture to be executed in its corporate name and behalf by an Authorized Officer, 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, 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.

INDIANA SECONDARY MARKET FOR
EDUCATION LOANS, INC., as the Issuer

By _____
Name: Joseph V. Wood
Title: President

BOKF, N.A., as the Trustee

By Wendee Peres
Name: Wendee I. Peres
Title: Vice President

EXHIBIT A

PERIODIC INFORMATION ON THE FINANCED ELIGIBLE LOANS

	<u>mm/dd/yyyy</u>	<u>%</u>	<u>mm/dd/yyyy</u>	<u>%</u>
Loan Type				
<i>Tuition</i>	0	#DIV/0!	0	#DIV/0!
<i>Parent</i>	0	#DIV/0!	0	#DIV/0!
<i>Refinance</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!
School Type				
<i>Public</i>	0	#DIV/0!	0	#DIV/0!
<i>Private/Nonprofit</i>	0	#DIV/0!	0	#DIV/0!
<i>Proprietary</i>	0	#DIV/0!	0	#DIV/0!
<i>Other</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!
Loan Status				
<i>In School</i>	0	#DIV/0!	0	#DIV/0!
<i>Grace</i>	0	#DIV/0!	0	#DIV/0!
<i>Deferment</i>	0	#DIV/0!	0	#DIV/0!
<i>Forbearance</i>	0	#DIV/0!	0	#DIV/0!
<i>Repayment - Delinquent</i>	0	#DIV/0!	0	#DIV/0!
<i>Repayment - Current</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!

INDIANA SECONDARY MARKET FOR EDUCATION LOANS d/b/a INvestEd - 2022 GENERAL INDENTURE
SUPPLEMENTAL STUDENT LOAN PROGRAM REVENUE BONDS 2022-1 SERIES
QUARTERLY SERVICING REPORT FOR THE PERIOD ENDING: mm/dd/yyyy

PAGE 2 OF 5

	<u>mm/dd/yyyy</u>	<u>%</u>	<u>mm/dd/yyyy</u>	<u>%</u>
Repayment Type				
<i>Interest Only, Fixed Rate</i>	0	#DIV/0!	0	#DIV/0!
<i>Immediate, Fixed Rate</i>	0	#DIV/0!	0	#DIV/0!
<i>Deferred, Fixed Rate</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!
Delinquency				
<i>0-30 Days</i>	0	#DIV/0!	0	#DIV/0!
<i>31-60 Days</i>	0	#DIV/0!	0	#DIV/0!
<i>61-90 Days</i>	0	#DIV/0!	0	#DIV/0!
<i>91-120 Days</i>	0	#DIV/0!	0	#DIV/0!
<i>Over 120 Days</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!
Months in Repayment				
<i>0 to 12 months</i>	0	#DIV/0!	0	#DIV/0!
<i>13 to 24 months</i>	0	#DIV/0!	0	#DIV/0!
<i>25 to 48 months</i>	0	#DIV/0!	0	#DIV/0!
<i>49 to 60 months</i>	0	#DIV/0!	0	#DIV/0!
<i>61 to 72 months</i>	0	#DIV/0!	0	#DIV/0!
<i>Over 73 months</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!
Remaining Term to Scheduled Maturity				
<i>36 months or less</i>	0	#DIV/0!	0	#DIV/0!
<i>37 to 60 months</i>	0	#DIV/0!	0	#DIV/0!
<i>61 to 120 months</i>	0	#DIV/0!	0	#DIV/0!
<i>121 to 180 months</i>	0	#DIV/0!	0	#DIV/0!
<i>Over 180 months</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!
Loan Interest Rate				
<i>0.000% to 2.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>3.000% to 3.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>4.000% to 4.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>5.000% to 5.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>6.000% to 6.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>7.000% to 7.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>8.000% to 8.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>9.000% to 9.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>10.000% to 10.999%</i>	0	#DIV/0!	0	#DIV/0!
<i>11.000% or more</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!
Borrower Outstanding Principal Balance				
<i>Less than \$2,499</i>	0	#DIV/0!	0	#DIV/0!
<i>\$2,500 to \$4,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$5,000 to \$9,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$10,000 to \$14,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$15,000 to \$19,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$20,000 to \$24,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$25,000 to \$49,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$50,000 to \$74,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$75,000 to \$99,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$100,000 to \$149,999</i>	0	#DIV/0!	0	#DIV/0!
<i>\$150,000 or more</i>	0	#DIV/0!	0	#DIV/0!

Total

0

#DIV/0!

0

#DIV/0!

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	<u>mm/dd/yyyy</u>	<u>%</u>	<u>mm/dd/yyyy</u>	<u>%</u>
FICO Score				
<i>Below 670</i>	0	#DIV/0!	0	#DIV/0!
<i>670 to 699</i>	0	#DIV/0!	0	#DIV/0!
<i>700 to 719</i>	0	#DIV/0!	0	#DIV/0!
<i>720 to 739</i>	0	#DIV/0!	0	#DIV/0!
<i>740 to 779</i>	0	#DIV/0!	0	#DIV/0!
<i>780 to 799</i>	0	#DIV/0!	0	#DIV/0!
<i>800 to 824</i>	0	#DIV/0!	0	#DIV/0!
<i>Over 824</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!
Geographic Location (Top 10 States)				
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
<i>0</i>	0	#DIV/0!	0	#DIV/0!
Total	0	#DIV/0!	0	#DIV/0!

Balance Sheet

	<u>mm/dd/yyyy</u>	<u>%</u>	<u>Net Activity</u>	<u>mm/dd/yyyy</u>	<u>%</u>
Assets					
Cash and Short Term Investments		#DIV/0!			#DIV/0!
Student Loan Fund	0		0	0	
Revenue Fund	0		0	0	
Capitalized Interest Fund	0		0	0	
Debt Service Fund	0		0	0	
Debt Service Reserve Fund	0		0	0	
Rebate Fund	0		0	0	
Operating Fund	0		0	0	
Subtotal	0		0	0	
Loans Receivable	0	#DIV/0!	0	0	#DIV/0!
Interest Receivable	0	#DIV/0!	0	0	#DIV/0!
Prepaid and Other Assets	0	#DIV/0!	0	0	#DIV/0!
Total	0	#DIV/0!	0	0	#DIV/0!
Liabilities					
Payables and Accruals	0	#DIV/0!	0	0	#DIV/0!
Interest and Fees Payable	0	#DIV/0!	0	0	#DIV/0!
Bonds Payable	0	#DIV/0!	0	0	#DIV/0!
Premium on Bonds Payable	0	#DIV/0!	0	0	#DIV/0!
Total	0	#DIV/0!	0	0	#DIV/0!
Net Position	0			0	
Parity Ratio	#DIV/0!			#DIV/0!	

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<u>Transaction Parties and Ratings</u>		<u>Debt Service Reserve Fund and Capitalized Interest Fund</u>	
Issuer:	Indiana Secondary Market for Education Loans d/b/a INvestEd	Debt Service Reserve Requirement	0
Servicer:	Pennsylvania Higher Education Assistance Agency (PHEAA)	Debt Service Reserve Fund	0
Trustee:	BOKF, NA	Capitalized Interest Fund	0
Ratings:	Standard & Poor's A (sf)		

<u>Transaction Activity</u>	<u>Loan Principal Balance</u>	<u>Loan Interest Balance</u>	<u>Trust Cash Balance</u>	<u>Total</u>
Beginning Balance	0	0	0	0
Cash activity				
Student Loan additions	0	0	0	0
Student Loan payments received	0	0	0	0
Investment income received			0	0
Bond interest payments			0	0
Bond principal payments			0	0
Default recoveries			0	0
Servicing Fees			0	0
Admin Fees			0	0
Trustee Fees			0	0
Miscellaneous Fees			0	0
Other adjustments			0	0
Subtotal	0	0	0	0
Noncash activity				
Adjustments/Accruals	0	0	0	0
Default writeoffs	0	0	0	0
Subtotal	0	0	0	0
Ending Balance	0	0	0	0
Bond Interest Accruals				
Bond Interest Payable				0
Investment Earnings Receivable				0

<u>Cumulative Default Rate</u>			
Original pool balance		0	
Current pool balance		0	
Defaults in previous periods (\$)		0	
Defaults in current period (\$)		0	
Cumulative defaults (\$ and % of original pool balance)		0	#DIV/0!
Recoveries on default in previous periods (\$)		0	
Recoveries on default in current period (\$)		0	
Cumulative recoveries on default (\$ and % of Cumulative defaults)		0	#DIV/0!

<u>Origination and Recycling Periods</u>	
Origination End Date	4/1/2023
Origination Period Extension Date for Partially Disbursed Loans	N/A
Recycling End Date	N/A
Recycling Period Extension Date for Partially Disbursed Loans	N/A

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Waterfall for Distribution

	<u>Amount Due</u>	<u>Balance</u>
Total Available Funds		0
(i) To Rebate Fund for compliance with respect to rebate or excess earnings	0	0
(ii) To Operating Fund for payment of Senior Transaction Fees	0	0
(iii) To Debt Service Fund for interest on Senior bonds	0	0
(iv) To Debt Service Fund for principal or sinking fund installments on Senior Bonds	0	0
(v) To Debt Service Reserve Fund to meet fund requirement	0	0
(vi) To Debt Service Fund for interest on Senior-Subordinate Bonds	0	0
(vii) To Debt Service Fund for principal or sinking fund installments on Senior-Subordinate Bonds	0	0
(viii) To Debt Service Fund for interest on Subordinate Bonds	0	0
(ix) To Debt Service Fund for principal or sinking fund installments on Subordinate Bonds	0	0
(x) To Student Loan Fund to acquire additional Eligible Loans	0	0
(xi) To Debt Service Fund Retirement Account (April and October only)	0	0
(xii) To Operating Fund for payment of Subordinate Transaction Fees	0	0
(xiii) Released from indenture (May and November only)	0	0
10% of aggregate principal of all Bonds outstanding under the Indenture at date of last Series issue (threshold for mandatory redemption from excess revenue):		#NAME?

Collection Activity

Loan receipts - principal	0	0
Loan receipts - interest	0	0
Recoveries on defaulted loans	0	0
Investment income	0	0

EXHIBIT B

FORM OF ASSET REPURCHASE DEMAND ACTIVITY REPORT

Reporting Period: _____

☐ Check here if nothing to report.

Transaction	Loan No.	Date of Reputed Demand	Activity During Period Party Making Reputed Demand	Date of Withdrawal of Reputed Demand
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EXHIBIT C

FORM OF RESIDUAL CERTIFICATE

CERTIFICATE OF RESIDUAL INTEREST IN TRUST ESTATE

This certificate number ____ (this “Residual Certificate”) evidences ownership of and certifies that _____ (the “Residual Certificateholder”) is the registered owner of 100% of residual interest in the Trust Estate (the “Trust Estate”) created under the Indenture of Trust, dated as of December 1, 2022 (as amended and supplemented, together with all appendices and exhibits, the “Indenture”), by and between the Indiana Secondary Market for Education Loans, Inc., a public benefit corporation duly organized and existing under the laws of the State of Indiana (the “Issuer”), and BOKF, N.A., a national banking association duly organized under the laws of the United States of America and authorized to exercise corporate trust powers, having a corporate trust office in Kansas City, MO, as trustee (the “Trustee”), and that as owner _____, has all the rights and privileges of the owner of residual interest in the Trust Estate as set forth in the Indenture.

No transfer of a beneficial interest in the Trust Estate evidenced by this Residual Certificate shall be made unless such transfer is made pursuant to an effective registration statement under the Securities Act of 1933, as amended, and state securities laws, or is exempt from the registration requirements of the Securities Act of 1933, as amended, and state securities laws. Further, no transfer of a beneficial interest in the Trust Estate or benefits with respect thereto (including the right to receive distributions hereunder) shall be permitted unless the Trustee shall have received an Opinion of Counsel to the effect that such transfer will not cause any interest in the Trust Estate to be treated for federal income tax purposes as an association (or publicly-traded partnership) taxable as a corporation, and will not adversely affect (a) the federal income tax treatment of the Registered Owners in any material respect or (b) the tax-exempt status of any Tax-Exempt Bonds. Any transfer of this Residual Certificate may be registered only upon surrender at the Transfer Agent Office of the Trustee.

No interest in this Residual Certificate may be acquired by or for the account of (i) an “employee benefit plan” (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”)) whether or not subject to the provisions of Title I of ERISA, (ii) a “plan” (described in Section 4975(e)(1) of the Code), or (iii) any entity whose underlying assets include “plan assets” by reason of an employee benefit plan’s or plan’s investment in such entity (each, a “Plan”). By accepting and holding this Residual Certificate, the Residual Certificateholder shall be deemed to have represented and warranted that it is not a Plan.

The Trustee may treat the Person in whose name this Residual Certificate is registered as the owner hereof for all purposes.

This Residual Certificate shall be construed in accordance with the laws of the State of Indiana, without reference to its conflict of law provisions, and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

Unless the certificate of authentication hereon shall have been executed by an authorized representative of the Trustee, by manual signature, this Residual Certificate shall not entitle the holder hereof to any benefit under the Indenture or be valid for any purpose.

IN WITNESS WHEREOF, the Indiana Secondary Market for Education Loans, Inc. has caused this Residual Certificate to be duly executed as of the date set forth below.

INDIANA SECONDARY MARKET FOR
EDUCATION LOANS, INC.

By: _____

Date: _____, _____

CERTIFICATE OF AUTHENTICATION

This is the Residual Certificate referred to in the within-mentioned Indenture.

BOKF, N.A., as Trustee

By: _____
Authorized Signatory

Authentication Date:
