
INDENTURE OF TRUST

by and between

INDIANA SECONDARY MARKET FOR EDUCATION LOANS, INC.
as Corporation

and

ZIONS FIRST NATIONAL BANK,
as Trustee

\$152,500,000
Student Loan Asset-Backed Notes, Series 2014
(Taxable LIBOR Floating Rate Notes)

Dated as of November 1, 2014

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of November 1, 2014 (this “Indenture”), is by and between **INDIANA SECONDARY MARKET FOR EDUCATION LOANS, INC.**, a private nonprofit corporation duly organized and existing under the laws of the State of Indiana (the “Corporation”) and **ZIONS FIRST NATIONAL BANK**, a national banking association duly organized and existing under the banking laws of the United States with offices in Denver, Colorado (the “Trustee”), as trustee hereunder. All capitalized terms used but not defined in these preambles, the 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 Authorizing Act, the Corporation is authorized to issue notes to finance or refinance the origination or acquisition of student loans; and

WHEREAS, the Corporation represents that it, by proper action, has duly authorized the execution and delivery of this Indenture, which Indenture provides for the issuance and payment of Student Loan Asset-Backed Notes, Series 2014 (Taxable LIBOR Floating Rate Notes) (as defined in Article I hereof, the “Notes”) pursuant to the terms hereof; and

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

WHEREAS, it is hereby agreed between the parties hereto and the Registered Owners of the Notes (the Registered Owners evidencing their consent by their acceptance of the Notes), that in the performance of any of the agreements of the Corporation herein contained, any obligation it may thereby incur for the payment of money shall not be a general debt or obligation of the Corporation, 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 Corporation, in consideration of the premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance and purchase of the Notes by the Registered Owners thereof, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT A SECURITY INTEREST IN, PLEDGE, ASSIGN AND DELIVER to the Trustee, for the benefit of the Registered Owners of the Notes, all of its right, title and interest in, to and under, in each case, whether now owned or existing or hereafter acquired or arising, and wherever located, the moneys, rights, and properties described in granting clauses A through H below (collectively, the “Trust Estate”), as follows:

GRANTING CLAUSE A

The Financed Student Loans;

GRANTING CLAUSE B

The rights of the Corporation under any Servicing Agreements, Custodian Agreements, Administration Agreements, Joint Sharing Agreement, any Student Loan Purchase Agreements, and Guaranty Agreements and any assignments thereof, as the same relate to Financed Student Loans;

GRANTING CLAUSE C

Interest payments, proceeds, charges and other income received by the Trustee or the Corporation with respect to Financed Student Loans made by or on behalf of borrowers accrued and paid on or after the applicable Cut-Off Date;

GRANTING CLAUSE D

All amounts received on or after the applicable Cut-Off Date in respect of payment of principal of Financed Student Loans, and all other obligations of the borrowers thereunder, including, without limitation, scheduled, delinquent and advance payments, payouts or prepayments, and proceeds from the guarantee, or from the sale, assignment or other disposition, of Financed Student Loans;

GRANTING CLAUSE E

Any applicable Special Allowance Payments paid on or after the applicable Cut-Off Date, subject to recapture of excess interest on certain Financed Student Loans, or any similar allowances authorized from time to time by federal law or regulation;

GRANTING CLAUSE F

Any applicable Interest Subsidy Payments paid on or after the applicable Cut-Off Date, or payable in respect of any Financed Student Loan;

GRANTING CLAUSE G

Available Funds (other than moneys released from the lien of this Indenture as provided herein), together with all moneys and investments held in the Funds described in Section 5.01(a) hereof (other than the moneys and investments held in the Department Reserve Fund), including all proceeds thereof and all income thereon; and

GRANTING CLAUSE H

Any proceeds from any property described in these Granting Clauses, and any and all other property, rights and interests of every kind or description that from time to time hereafter is granted, conveyed, pledged, assigned, or transferred or delivered to the Trustee as and for 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 of the Notes, without preference of any Note over any other, except as provided herein, and for enforcement of the payment of the Notes in accordance with their terms, and all other sums payable hereunder or on the Notes, and for the performance of and compliance with the obligations, covenants, and conditions of this Indenture;

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Notes and the interest due and to become due thereon, or provide fully for payment thereof as herein provided, at the times and in the manner mentioned in the Notes according to the true intent and meaning thereof, and shall make all required payments into the Funds and Accounts as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee sums sufficient to pay or to provide for payment of the entire amount due and to become so due as herein provided, then this Indenture (other than Sections 4.20, 7.05, 7.21, 9.06 and 9.15 hereof) and the rights hereby granted shall cease, terminate and be void; otherwise, this Indenture shall be and remain in full force and effect;

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

ARTICLE I

DEFINITIONS AND USE OF PHRASES

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

“*1998 Indenture*” means the Trust Indenture, dated as of October 1, 1998, by and between the Corporation and Zions First National Bank, as successor trustee, as supplemented and amended.

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

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

“*Adjusted Pool Balance*” shall mean, for any Distribution Date, the sum of the Pool Balance as of the last day of the related Collection Period, plus the amounts then on deposit in the Capitalized Interest Fund and the Debt Service Reserve Fund for such Distribution Date.

“*Administration Agreements*” shall mean any agreements between the Corporation and any sub-administrator engaged by the Corporation, as amended and supplemented.

“*Administration Fees*” shall mean (a) for December 26, 2014, a fee equal to 0.50% of the Pool Balance as of the Issue Date, based on the actual number of days elapsed from the Issue Date to November 30, 2014 (based on a 30 day month divided by 360), (b) for each Distribution

Date prior to the December 2020 Distribution Date, a monthly fee equal to (i) 1/12th of 0.50% of the Pool Balance as of the last day of the related Collection Period if the Parity Ratio is greater than or equal to 103.5% or (ii) 1/12th of 0.30% of the Pool Balance as of the last day of the related Collection Period if the Parity Ratio is less than 103.5%, and (c) for each Distribution Date on or after the December 2020 Distribution Date, a monthly fee equal to (i) 1/12th of 0.50% of the Pool Balance as of the last day of the related Collection Period if the Parity Ratio is greater than or equal to 104.5% or (ii) 1/12th of 0.30% of the Pool Balance as of the last day of the related Collection Period if the Parity Ratio is less than 104.5%.

“*Administrator*” shall mean the Corporation or, as the context may require, any sub-administrator engaged by the Corporation to the extent such engagement is made pursuant to and in accordance with the terms of this Indenture. The Corporation shall provide each Rating Agency with notice of any removal or replacement of the Administrator or the appointment of a new Administrator.

“*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.

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

“Applicable Rating Criteria for Investment Securities” shall mean:

(a) for as long as S&P is a Rating Agency maintaining a Rating on Notes Outstanding, a rating by S&P of no lower than “AA-“ (or the equivalent), if a long-term rating is applicable to such Investment Securities, or a rating by S&P of no lower than “A-1+” or “AAAm” (or the equivalent of such ratings), if a short term rating is applicable to such Investment Securities, and such Investment Security has a maturity of 365 days or less; and

(b) for as long as Fitch is a Rating Agency maintaining a Rating on Notes Outstanding, a rating by Fitch of no lower than “AA-” (or the equivalent), if a long term rating is applicable to such Investment Securities, or a rating by Fitch of no lower than “F1+” or “AAAmf” (or the equivalent of such ratings), if a short term rating is applicable to such Investment Securities, and such Investment Security has a maturity of 365 days or less.

“Authorized Denominations” shall mean \$100,000 and integral multiples of \$1,000 in excess thereof.

“Authorized Officer” shall mean, when used with reference to the Corporation, its Chairman, President and CEO, Vice President and CFO, Secretary and, in the case of any act to be performed or duty to be discharged, any other member, officer or employee of the Corporation then authorized to perform such act or discharge such duty.

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

“Authorizing 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.

“Available Funds” means, as to a Distribution Date, the sum of the following amounts received with respect to the related Collection Period:

(a) all collections on the Financed Student Loans received by a Servicer on the Financed Student Loans, including any Guaranty and Insurance Payments, but net of:

(i) any collections in respect of principal on the Financed Student Loans applied to repurchase Guaranteed student loans (to the extent such student loans were previously Financed Student Loans or Student Loans previously financed under the 1998 Indenture (provided, however, that repurchased Student Loans previously financed under the 1998 Indenture shall not exceed \$3,000,000 in aggregate principal amount)) from a Guaranty Agency under the applicable Guaranty Agreement or from a Servicer pursuant to the applicable Servicing Agreement,

(ii) amounts required to be paid pursuant to any Joint Sharing Agreement, and

(iii) amounts required by the Higher Education Act to be paid to the Department (including, but not limited to, any Monthly Consolidation Loan Rebate Fees and any Department Rebate Interest Amounts to be deposited into the Department Reserve Fund or paid directly to the Department), any Guaranty Agency (other than as set forth in clause (i)) or to be repaid to borrowers, whether or not in the form of a principal reduction of the applicable Financed Student Loan, on the Financed Student Loans for that Collection Period or prior Collection Periods, if any;

(b) any Interest Subsidy Payments and Special Allowance Payments received by the Trustee or the Corporation with respect to the Financed Student Loans;

(c) all Liquidation Proceeds of any Financed Student Loans which became Liquidated Student Loans during that Collection Period in accordance with the applicable Servicer's customary servicing procedures, and all recoveries on Financed Student Loans (whether principal or otherwise) which were written off in prior Collection Periods or during that Collection Period;

(d) the aggregate amounts, if any, received on the Financed Student Loans from (1) a Seller pursuant to its Student Loan Purchase Agreement, (2) any Servicer as reimbursement of non-guaranteed interest amounts, or lost Interest Subsidy Payments and Special Allowance Payments pursuant to its Servicing Agreements, (3) the Corporation pursuant to its repurchase obligation pursuant to Sections 4.08(e) and 4.14 hereof, or (4) the Corporation (or on behalf of the Corporation) from any other Person in connection with the optional release of the Financed Student Loans pursuant to Section 10.03 hereof;

(e) the aggregate Purchase Amounts, if any, received for the repurchase of Financed Student Loans from a Seller under its Student Loan Purchase Agreement, any Servicer under its Servicing Agreement, or the Corporation under this Indenture, respectively;

(f) amounts received pursuant to the Servicing Agreements during that Collection Period as yield or principal adjustments or any other amounts payable to the Trust Estate by a Servicer pursuant to its Servicing Agreement;

(g) investment earnings or gains realized from the investment of amounts on deposit in each Trust Fund;

(h) any amount received pursuant to a Joint Sharing Agreement;

(i) all funds then on deposit in the Acquisition Fund that are required under Section 5.03 hereof to be transferred into the Collection Fund eleven days after the Issue Date;

(j) amounts transferred from the Capitalized Interest Fund pursuant to Section 5.06 hereof; and

(k) amounts transferred from the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement as of that Distribution Date pursuant to Section 5.04 hereof;

provided that if on any Distribution Date there would not be sufficient funds, after application of Available Funds, as defined above, to pay any of the items specified in clauses (i) through (v), inclusive, of Section 5.02(b) hereof, relating to such distributions, after application of amounts available from the Debt Service Reserve Fund pursuant to Section 5.04 hereof, then Available Funds for that Distribution Date will include amounts held by the Trustee for deposit into the Collection Fund on the related Interest Rate Determination Date which would have constituted Available Funds for the Distribution Date following that Distribution Date, up to the amount necessary to pay such items, and the Available Funds for the following Distribution Date will be adjusted accordingly.

“*Back-up Servicer*” shall mean a successor Servicer or an additional Servicer who is one of the Department’s Title IV Additional Servicers and has entered into a back-up servicing agreement with the Corporation.

“*Basic Documents*” means this Indenture and any Servicing Agreement, any Custodian Agreement, any Administration Agreement, any Student Loan Purchase Agreement, any Joint Sharing Agreement, each Guaranty Agreement and any other documents signed by the Corporation or required by the Higher Education Act, with respect to the Financed Student Loans.

“*Beneficial Owner*” shall mean a Person who has an ownership interest in the Notes Outstanding in book-entry form.

“*Board*” shall mean the Board of Directors of the Corporation.

“*Book-Entry System*” shall mean the system maintained by the Securities Depository described in Section 2.01(g) hereof.

“*Business Day*” shall mean (i) for purposes of calculating the LIBOR Rate, any day on which banks in New York, New York and London, England are open for the transaction of international business; and (ii) for all other purposes, any day other than a Saturday, Sunday, legal holiday or any other day on which banks located in New York, New York or the city in which the Principal Office of the Trustee is located are authorized or permitted by law, regulation or executive order to close.

“*Capitalized Interest Fund*” shall mean the Fund by that name created in Section 5.01(a) hereof and further described in Section 5.06 hereof.

“*Certificate of Insurance*” shall mean any certificate evidencing a Financed Student Loan is Insured pursuant to a Contract of Insurance.

“*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. 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.

“*Collection Fund*” shall mean the Fund by that name created in Section 5.01(a) hereof and further described in Section 5.02 hereof.

“*Collection Period*” shall mean, with respect to any Distribution Date, the calendar month period ending on the last day of the month preceding such Distribution Date. However, the initial Collection Period will be the period from the Issue Date through December 31, 2014.

“*Consolidation Financed Student Loan*” shall mean a loan originated pursuant to Section 428C of the Higher Education Act.

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

“*Contract of Insurance*” means, with respect to a Student Loan, an agreement between the Corporation and the Secretary providing for Insurance on such Student Loan.

“*Corporation*” shall mean the Indiana Secondary Market for Education Loans, Inc., a private nonprofit 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 Corporation.

“*Corporation Order*” shall mean a written order signed in the name of the Corporation by an Authorized Representative.

“*Custodian Agreement*” shall mean any custodian agreement among the Corporation, the Trustee and a Servicer or other custodian or bailee related to any Financed Student Loans.

“*Cut-Off Date*” shall mean, with respect to any Eligible Loans that are Financed and pledged to the Trustee under this Indenture, the date on which such Eligible Loan is pledged to the Trustee under this Indenture.

“*Debt Service Reserve Fund*” shall mean the Fund by that name created in Section 5.01(a) hereof and further described in Section 5.04 hereof.

“*Debt Service Reserve Fund Requirement*” shall mean a minimum amount equal to (a) \$770,373.77 on the Issue Date and (b) on any other Distribution Date, the greater of 0.50% of the Pool Balance as of the last day of the related Collection Period or \$250,000.

“*Department*” shall mean the United States Department of Education, an agency of the federal government.

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

“*Department Rebate Payment Date*” shall mean the quarterly date that (i) the Department Rebate Interest Amount is due and payable to the Department or (ii) the Department offsets the Department Rebate Interest Amount from Interest Subsidy Payments or Special Allowance Payments due to the Corporation.

“*Department Reserve Fund*” shall mean the Fund so designated which is created by Section 5.01(a) hereof and further described in Section 5.05 hereof.

“*Department Reserve Fund Requirement*” shall mean as of any Distribution Date, an amount necessary to bring the balance of the Department Reserve Fund up to an amount equal to the sum of: (a) the expected Department Rebate Interest Amount accrued through the last day of the related Collection Period; (b) any Monthly Consolidation Loan Rebate Fees accrued through the last day of the related Collection Period; (c) any other accrued payments that are payable to the Department as accrued through the last day of the related Collection Period; (d) any payment then due and payable to a Guaranty Agency relating to its Guaranty of Financed Student Loans; and (e) any other such payment then accrued to the Corporation, another entity or trust estate, if amounts under this Indenture due to the Department or a Guaranty Agency with respect to the Financed Student Loans were paid by the Corporation or such other entity or trust estate, pursuant to any Joint Sharing Agreement, in each case together with any amounts unpaid from prior periods and as evidenced by a Certificate of the Corporation.

“*Distribution Date*” shall mean the 25th day of each calendar month, commencing on January 26, 2015; provided, however, that if the 25th day of the month is not a Business Day, then the Distribution Date shall be the next succeeding Business Day.

“*Distribution Date Certificate*” shall have the meaning set forth in Section 4.21 hereof and shall be substantially in the form of Exhibit A-1 attached hereto.

“*Distribution Date Information Form*” shall have the meaning set forth in Section 4.21 hereof and shall be substantially in the form of Exhibit A-2 attached hereto.

“*Eligible Borrower*” means a borrower who is eligible under the Higher Education Act to be the obligor of a loan for financing a program of education at an Eligible Institution, including a borrower who is eligible under the Higher Education Act to be an obligor of a loan made pursuant to Section 428A, 428B and 428C of the Higher Education Act.

“*Eligible Institution*” means (a) an institution of higher education, (b) a vocational school or (c) any other institution which, in all of the above cases, has been approved by the Department and the applicable Guaranty Agency.

“*Eligible Lender*” shall mean (a) the Corporation and (b) any “eligible lender,” as defined in the Higher Education Act, which has received an eligible lender number or other designation from the Secretary with respect to Student Loans made under the Higher Education Act.

“*Eligible Loan*” means any Student Loan that is a Higher Education Act Loan:

- (a) which was originated or acquired by the Corporation;
- (b) which complies with all applicable provisions of the Higher Education Act;
- (c) which has been fully disbursed;
- (d) the Obligor for which is an Eligible Borrower;
- (e) which, if such Student Loan is a subsidized Stafford Loan, qualifies the holder thereof to receive Interest Subsidy Payments and Special Allowance Payments from the Department of Education; if such Student Loan is a Consolidation Financed Student Loan, such Student Loan qualifies the holder thereof to receive Interest Subsidy Payments and Special Allowance Payments from the Department of Education to the extent applicable; and if such Student Loan is a PLUS/SLS Loan or an unsubsidized Stafford Loan, such Student Loan qualifies the holder thereof to receive Special Allowance Payments from the Department to the extent applicable;
- (f) which provides or, when the payment schedule with respect thereto is determined, will provide for payments on a periodic basis that will fully amortize the Principal Balance thereof by its maturity, as such maturity may be modified in accordance with applicable deferral and forbearance periods granted in accordance with applicable laws, including the Higher Education Act and any Guaranty Agreements, as applicable;
- (g) which is denominated and payable only in United States dollars in the United States or one of its territories;
- (h) which, together with the related promissory note therefor, represents the genuine, legal, valid and binding payment obligation of the related Obligor, enforceable by or on behalf of the holder thereof against such Obligor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, fraudulent conveyance and similar laws relating to creditors’ rights generally and subject to general principles of equity; and which has not been satisfied, subordinated or rescinded and as to which no right of rescission, setoff, counterclaim or defense has been asserted or, to the knowledge of the Corporation, overtly threatened in writing;

(i) which, together with the promissory note related thereto, does not contravene in any material respect any laws, rules, or regulations applicable thereto;

(j) which is assignable without the consent of, or notice to, any related Obligor;

(k) which is evidenced by a promissory note which is held by a Servicer or its custodian;

(l) which is Insured, or is Guaranteed (at a level no less than 97% of principal and accrued interest) under, and the subject of, a valid Guaranty Agreement with a Guaranty Agency;

(m) which does not carry a rate of interest less than, or in excess of, the applicable rate of interest required by the Higher Education Act (if the Higher Education Act permits the Corporation to charge an interest rate less than the applicable rate of interest, such Student Loan will not bear interest at a rate lower than the applicable rate of interest, provided, however, such Eligible Loan may be subject to borrower benefits as described in Exhibit C hereto);

(n) which immediately prior to it being Financed hereunder, is owned by the Corporation free and clear of any lien, security interest, charge, encumbrance or other right or claim or restriction in favor of any other Person; and

(o) the payment terms of which have not been altered or amended except in accordance with the Higher Education Act.

“*E-loans*” shall mean Eligible Loans which are electronically signed.

“*Escrow Agreement*” shall mean the Escrow Agreement dated as of November 1, 2014, between the Corporation and Zions First National Bank, as escrow agent and trustee under the 1998 Indenture.

“*Escrow Fund*” shall mean the Escrow Fund created pursuant to the terms of the Escrow Agreement.

“*Event of Bankruptcy*” shall mean to the extent permitted by applicable law (a) the Corporation 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 Corporation 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.

“*Exchange Act*” shall mean the Securities Exchange Act of 1934, as amended.

“*Existing Securities*” shall mean the various series of outstanding bonds issued by the Corporation pursuant to the 1998 Indenture.

“*Financed*” or “*Financing*,” when used with respect to Student Loans, shall mean or refer to Student Loans (a) deposited in, or otherwise constituting a part of, the Trust Estate and (b) substituted or exchanged as permitted hereby for Financed Student Loans but, in any event shall not include Student Loans released from the lien of this Indenture pursuant to the terms hereof.

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

“*Fitch*” shall mean Fitch Inc., Fitch Ratings Ltd., its subsidiaries and its successors and assigns.

“*Funds*” shall mean each of the funds created pursuant to Section 5.01 hereof.

“*Guaranty*” or “*Guaranteed*” shall mean with respect to a Student Loan, the insurance or guaranty by a Guaranty Agency pursuant to such Guaranty Agency’s Guaranty Agreement of the maximum percentage of the principal of and accrued interest on such Student Loan allowed by the terms of the Higher Education Act with respect to such Student Loan at the time it was originated and the coverage of such Student Loan by the federal reimbursement contracts, providing, among other things, for reimbursement to such Guaranty Agency for payments made by it on defaulted Student Loans insured or guaranteed by such Guaranty Agency of at least the minimum reimbursement allowed by the Higher Education Act with respect to a particular Student Loan.

“*Guaranty Agency*” shall mean any entity authorized to guaranty student loans under the Higher Education Act and reinsured by the Department.

“*Guaranty Agreement*” shall mean a guaranty or lender agreement between any Guaranty Agency and the Corporation or another Eligible Lender under the Higher Education Act, and any amendments thereto.

“*Guaranty and Insurance Payments*” shall mean with respect to any Financed Student Loan, any payment made by a Guaranty Agency pursuant to a Guaranty Agreement or any payment made by the Secretary pursuant to the Insurance provided by it under the Higher Education Act, in respect of such Student Loan.

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

“*Higher Education Act Loan*” means any Higher Education Act, Title IV, Part B loan made to finance post-secondary education that is made under the Higher Education Act.

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

“*Index Maturity*” shall mean with respect to any Interest Period, a period of time equal to one month with respect to One-Month LIBOR Rate or two months with respect to Two-Month LIBOR Rate, as applicable.

“*Initial Interest Period*” shall mean the period beginning on the Issue Date and ending on the day before the first Distribution Date for the Notes.

“*Initial LIBOR Indexed Rate*” shall mean Two-Month LIBOR plus 0.80% per annum.

“*Initial Pool Balance*” shall mean the Pool Balance as of the Issue Date.

“*Initial Purchaser*” shall mean Merrill Lynch, Pierce Fenner & Smith Incorporated, as the initial purchaser of the Notes.

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

“*Interest Accrual Amount*” shall mean, for any Distribution Date, the aggregate amount of interest accrued at the related LIBOR Indexed Rate for the related Interest Period (or at the Initial LIBOR Indexed Rate for the Initial Interest Period) on the Outstanding Amount of the Notes as of the immediately preceding Distribution Date after giving effect to all principal distributions to the Noteholders on that preceding Distribution Date, or in the case of the first Distribution Date, on the Issue Date.

“*Interest Distribution Amount*” shall mean, for any Distribution Date, the sum of (i) the Interest Accrual Amount and (ii) the Interest Shortfall for that Distribution Date.

“*Interest Period*” shall mean, with respect to the initial Distribution Date, the Initial Interest Period and with respect to each subsequent Distribution Date shall mean the period commencing on and including the prior Distribution Date and ending on and including the day before such current Distribution Date.

“*Interest Rate Determination Date*” shall mean the second Business Day immediately preceding each Distribution Date or, with respect to the first Interest Rate Determination Date, the second Business Day immediately preceding the Issue Date.

“Interest Shortfall” shall mean, for any Distribution Date, the excess of (i) the Interest Distribution Amount on the preceding Distribution Date, over (ii) the amount of interest actually distributed to the Noteholders on that preceding Distribution Date, plus interest on the amount of that excess, to the extent permitted by law, at the applicable LIBOR Indexed Rate for the applicable Interest Period.

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

“Investment Securities” shall mean the following; provided, however, that whenever this definition requires a Rating on an investment, such Rating is required only from those Rating Agencies then maintaining a Rating on Notes Outstanding under this Indenture:

(a) direct obligations of, or obligations on which the timely payment of the principal of and interest on which are unconditionally and fully guaranteed by, the United States of America, and meeting the Applicable Rating Criteria for Investment Securities;

(b) interest-bearing time or demand deposits, certificates of deposit or other similar banking arrangements with any bank, trust company, national banking association or other depository institution, including those of the Trustee, provided that, at the time of deposit or purchase such depository institution has ratings meeting the Applicable Rating Criteria for Investment Securities;

(c) bonds, debentures, notes, discount notes, short-term obligations or other evidences of indebtedness issued or guaranteed by (1) any of the following agencies: Farm Credit System; Federal Home Loan Mortgage Corporation; the Federal National Mortgage Association; Federal Home Loan Banks provided that such obligations, or the issuer or guarantor of such obligations, meet the Applicable Rating Criteria for Investment Securities; or (2) any agency or instrumentality of the United States of America which shall be established for the purposes of acquiring the obligations of any of the foregoing or otherwise providing financing therefor;

(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 or firms which are members of the Security Investors Protection Corporation, in each case whose outstanding, unsecured debt securities meet the Applicable Rating Criteria for Investment Securities;

(e) overnight repurchase agreements and overnight reverse repurchase agreements with respect to securities issued or guaranteed by the United States government or its agencies as well as debt obligations issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation which may include mortgage-backed and mortgage pass through securities but may not include derivative instruments, which overnight repurchase agreements or overnight reverse repurchase agreements are executed by a bank or trust company or by primary or other

reporting dealers to the Federal Reserve Bank of New York which transferor of such securities continuously meets the Applicable Rating Criteria for Investment Securities, if:

(i) the obligations that are subject to such overnight repurchase agreements or overnight reverse repurchase agreements are delivered (in physical or in book-entry form) to the Trustee, or any financial institution serving as custodian for the Trustee, provided that such overnight repurchase agreements or overnight reverse repurchase agreements must provide that the value of the underlying obligations shall be maintained at a current market value, calculated at least weekly, of not less than one hundred and two percent (102%) of the repurchase price, and, provided further, that the financial institution serving either as Trustee or as custodian shall not be the provider of the overnight repurchase agreements or overnight reverse repurchase agreements;

(ii) a valid and perfected first security interest in the obligations which are the subject of such overnight repurchase agreements or overnight reverse repurchase agreements has been granted to the Trustee; and

(iii) such securities are free and clear of any adverse third party claims; provided, further, that the Rating Agencies shall be given prior written notice describing such overnight repurchase agreements or overnight reverse repurchase agreements;

(f) investment agreements, which may be entered into by and among the Corporation and/or the Trustee and any bank, bank holding company, corporation or any other financial institution, including the Trustee and any of its Affiliates, whose outstanding, unsecured debt securities meet the Applicable Rating Criteria for Investment Securities;

(g) commercial paper, including that of the Trustee and any of its Affiliates, provided that such obligations meet the Applicable Rating Criteria for Investment Securities;

(h) investments in a money market fund, including funds for which the Trustee or an Affiliate thereof acts as investment advisor or provides other similar services for a fee, provided that such obligations meet the Applicable Rating Criteria for Investment Securities;

(i) general obligations of any state of the United States, provided that such obligations meet the Applicable Rating Criteria for Investment Securities;

(j) general obligations of cities, counties and special purpose districts in any state of the United States, provided that such obligations meet the Applicable Rating Criteria for Investment Securities;

(k) obligations of any company, other organization or legal entity incorporated or otherwise created or located within or without the United States if such obligations meet the Applicable Rating Criteria for Investment Securities;

(l) asset-backed securities (whether considered debt or equity), provided that such securities meet the Applicable Rating Criteria for Investment Securities; and

(m) any other investment after the requirements of a Rating Notification have been satisfied, to the extent such Rating Agency is then maintaining a Rating on any Outstanding Notes, provided that such investment meets the Applicable Rating Criteria for Investment Securities.

“*Issue Date*” shall mean November 25, 2014, the date of original issuance and delivery of the Notes.

“*Joint Sharing Agreement*” shall mean any joint sharing agreement, as amended and supplemented from time to time, by and among the Corporation, the Trustee and any other party thereto for the purpose of assuring that certain payments received from the Department are properly allocated among all student loans owned by the Corporation.

“*LIBOR Indexed Rate*” shall mean the interest rate established by the Trustee on each Interest Rate Determination Date and equal to the applicable One-Month LIBOR Rate plus the Spread; provided, however, that with respect to the Initial Interest Period, the LIBOR Indexed Rate shall be the Initial LIBOR Indexed Rate.

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

“*Liquidated Student Loan*” shall mean any Financed Student Loan liquidated by a Servicer (which shall not include any Financed Student Loan on which payments are received

from a Guaranty Agency) or which such Servicer has, after using all reasonable efforts to realize upon such Financed Student Loan, determined to charge off.

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

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

“*Maturity*” shall mean the date on which the principal of the Notes becomes due and payable as therein or herein provided, whether at the Stated Maturity Date, by earlier redemption, by declaration of acceleration, or otherwise.

“*Minimum Purchase Amount*” shall mean, for any Distribution Date, that amount which, when added to all moneys in the Debt Service Reserve Fund, would be sufficient to (i) reduce the Outstanding Amount of the Notes on such Distribution Date to zero, (ii) pay to Noteholders, the Interest Distribution Amount on the Notes payable on such Distribution Date, (iii) pay any accrued and unpaid fees and expenses due and owing under this Indenture, (iv) pay any rebate fees or other amounts payable to the Department with respect to the Financed Student Loans and (v) pay amounts payable under any Joint Sharing Agreement or otherwise remove amounts deposited in the Trust Estate which represent amounts that are allocable to Student Loans that are not Financed Student Loans.

“*Monthly Consolidation Loan Rebate Fee*” shall mean the monthly consolidation loan rebate fee payable to the Department on the Consolidation Financed Student Loans within the Trust Estate.

“*Monthly Loan Report*” shall have the meaning set forth in Section 4.21 hereof and shall be substantially in the form of Exhibit A-3 attached hereto.

“*MPN Loan*” shall mean any single loan made pursuant to a Master Promissory Note.

“*Note Counsel*” shall mean counsel of nationally recognized standing in the field of public finance law selected by the Corporation, which counsel may be the Corporation’s counsel.

“*Noteholder*” shall mean a Registered Owner of a Note.

“*Note Purchase Agreement*” shall mean the Note Purchase Agreement, dated as of November 20, 2014, by and between the Corporation and the Initial Purchaser.

“Notes” shall mean \$152,500,000 aggregate principal amount of the Corporation’s Student Loan Asset-Backed Notes, Series 2014 (Taxable LIBOR Floating Rate Notes), issued pursuant to Article II hereof and substantially in the form of Exhibit B hereto.

“Obligor” means a Person obligated to make payments with respect to a Student Loan including the student, the applicable Guaranty Agency and the Department.

“Optional Purchase Date” shall have the meaning set forth in Section 10.03 hereof.

“Outstanding” shall mean, when used in connection with any Note, a Note which has been executed and delivered pursuant to this Indenture which at such time remains unpaid as to principal or interest, excluding Notes which have been replaced pursuant to Section 2.03 or 2.04 hereof.

“Outstanding Amount” shall mean, as of any date of determination, the aggregate principal amount of all Notes Outstanding at such date of determination.

“Parity Ratio” shall mean (a) on the Issue Date, (i) the sum of the Pool Balance as of such date (including all accrued interest on the Financed Student Loans), plus the initial amounts deposited to the Capitalized Interest Fund, the Debt Service Reserve Fund, the Collection Fund and any cash amounts deposited to the Acquisition Fund and not applied, or reserved, on the Issue Date to pay the costs of issuance of the transaction, divided by (ii) the Outstanding Amount of the Notes on the Issue Date, and (b) on any Distribution Date, (i) the Adjusted Pool Balance divided by (ii) the Outstanding Amount of the Notes, after giving effect to distributions to be made on the prior Distribution Date. The Parity Ratio shall be calculated by the Administrator and certified to the Trustee, upon which the Trustee may conclusively rely with no duty to further examine or determine such information.

“Participant” shall mean a participant in the electronic, computerized book-entry system of transferring beneficial ownership interests in the Notes administered by the Securities Depository.

“Paying Agent” shall mean the Trustee.

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

“Pool Balance” shall mean, for any date, the aggregate Principal Balance of the Financed Student Loans contained in the Trust Estate on that date, including accrued interest thereon that is expected by the Corporation to be capitalized, after giving effect to the following, without duplication: (i) all payments allocable to principal received by the Corporation through that date from or on behalf of borrowers, Guaranty Agencies and the Department; (ii) all amounts allocable to principal received by the Trustee through that date from sales (or other releases from the lien of this Indenture permitted hereunder) of Financed Student Loans permitted under this Indenture, the Student Loan Purchase Agreements and the Servicing Agreements; (iii) all amounts in respect of principal received in connection with Liquidation Proceeds and Realized Losses on the Financed Student Loans liquidated through that date; (iv) the amount of any

adjustment to the outstanding Principal Balances of the Financed Student Loans that the Servicers make and that are permitted to be made under the Servicing Agreements through that date; and (v) the aggregate amount by which reimbursements by Guaranty Agencies of the unpaid principal balances of defaulted Student Loans through that date are reduced from 100% to 97%, or other applicable percentage, as required by the risk sharing provisions of the Higher Education Act. The Pool Balance shall be calculated by the Corporation and certified to the Trustee, upon which the Trustee may conclusively rely with no duty to further examine or determine such information.

“*Principal Balance*” when used with respect to a Financed Student Loan, shall mean the unpaid principal balance thereof as of a given date.

“*Principal Office*” shall mean the office of the party indicated, as provided in Section 9.01 hereof.

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

“*Rating*” shall mean one of the rating categories of a Rating Agency, provided such Rating Agency is then rating any of the Notes.

“*Rating Agency*” shall mean any one or more nationally recognized statistical rating organizations or other comparable Persons designated by the Corporation to assign Ratings to any of the Notes, notice of which designation shall be given to the Trustee, which shall initially include S&P and Fitch with respect to the Notes.

“*Rating Agency Surveillance Fee*” shall mean the annual rating agency surveillance fee payable to the Rating Agencies each December, commencing in December 26, 2015; provided, however, that such Rating Agency Surveillance Fee shall not exceed \$27,500 per annum.

“*Rating Notification*” shall mean, with respect to a proposed action, failure to act, or other event specified in the notice (a “Proposed Action”), that the Corporation shall have given written notice of such Proposed Action to each Rating Agency at least twenty Business Days prior to the proposed effective date thereof.

“*Realized Loss*” shall mean the excess of the Principal Balance, including any interest that had been, or had been expected to be, capitalized, of any Liquidated Student Loan over Liquidation Proceeds for such Liquidated Student Loan to the extent allocable to principal, including any interest that had been, or had been expected to be, capitalized.

“*Record Date*” shall mean, with respect to any Distribution Date, the Business Day prior to the Distribution Date or, upon the occurrence of an Event of Default hereunder, the date fixed by the Trustee in accordance with Section 6.02.

“*Redemption Date*” shall have the meaning set forth in Section 3.01 hereof.

“*Redemption Price*” shall mean (a) with respect to a mandatory redemption prior to the Stated Maturity Date of Notes, the total of principal and the Interest Distribution Amount accrued but unpaid on any Note redeemed on a Redemption Date and (b) with respect to an optional redemption of Notes, the total of principal and the Interest Distribution Amount accrued but unpaid on any Note redeemed on a Redemption Date.

“*Reference Banks*” shall mean, with respect to a determination of LIBOR for any Interest Period by the Trustee, the four largest United States banks with an office in London by total consolidated assets, as listed by the Federal Reserve in its most current statistical release on its website with respect thereto.

“*Registered Owner*” shall mean the Person in whose name a Note is registered on the Note registration books maintained by the Registrar.

“*Registrar*” shall mean the Trustee.

“*Regulations*” shall mean the Regulations promulgated from time to time by the Secretary or any Guaranty Agency guaranteeing Financed Student Loans.

“*Residual Rights*” shall have the meaning assigned thereto in Section 2.09 hereof.

“*S&P*” shall mean Standard & Poor’s Ratings Services, a division of Standard & Poor’s Financial Services LLC, a part of McGraw Hill Financial, Inc., its successors and assigns.

“*Secretary*” shall mean the Secretary of the United States Department of Education or any successor to the pertinent functions thereof under the Higher Education Act.

“*Securities Act*” shall mean the Securities Act of 1933, as amended.

“*Securities Depository*” shall mean an organization registered as a “clearing agency” pursuant to Section 17A of the Exchange Act. The initial Securities Depository shall be The Depository Trust Company and its successors and assigns and the initial nominee for the Securities Depository shall be Cede & Co. If, however, (a) the Securities Depository resigns from its functions as depository of any of the Notes or (b) the Corporation discontinues use of the Securities Depository, the Securities Depository shall mean any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Notes and which is selected by the Corporation with the consent of the Trustee.

“*Seller*” shall mean any seller selling loans to the Corporation pursuant to a Student Loan Purchase Agreement.

“*Servicer*” shall mean the Pennsylvania Higher Education Assistance Agency, Xerox Education Services, LLC (“Xerox”), Great Lakes Educational Loan Services, Inc., any Back-up Servicer and any other additional Servicer or successor Servicer with which the Corporation has entered into a Servicing Agreement with respect to the Financed Student Loans. Any additional Servicer or successor Servicer shall either (i) be one of the Department’s Title IV Additional Servicers or (ii) if such additional Servicer or successor Servicer is not one of the Department’s

Title IV Additional Servicers, (A) such additional Servicer or successor shall have entered into a back-up servicing agreement with the Corporation and a Back-up Servicer and (B) and the requirements of a Rating Notification shall have been satisfied as to such additional Servicer or successor. The Corporation shall provide each Rating Agency with notice of any removal or replacement of a Servicer or the appointment of a new Servicer whether or not a Rating Notification shall be required to be satisfied. No additional Financed Student Loans may be added (through conversion or otherwise) to Xerox unless a servicing agreement is executed with a Back-up Servicer for all Xerox serviced Financed Student Loans.

“*Servicing Agreement*” shall mean, individually or collectively, (a) the Servicing Agreement, dated June 12, 2008, between the Corporation and the Pennsylvania Higher Education Assistance Agency; (b) the Federal FFEL Servicing Agreement, dated as of January 1, 2004, between the Corporation and Xerox Education Services, LLC (formerly known as ACS Education Services, Inc.); (c) the Student Loan Origination and Servicing Agreement, dated as of April 20, 2009, between the Corporation and Great Lakes Educational Loan Services, Inc.; and (d) each additional or successor servicing agreement entered into between the Corporation and a Servicer, including any servicing agreement with a Back-up Servicer, each as amended and supplemented from time to time.

“*Servicing Fee Floor*” shall mean the product of (a) \$3.50 (subject to a 3.00% increase in December of each year, commencing in 2015), and (b) the total number of borrowers outstanding as of the beginning of the related Collection Period.

“*Servicing Fees*” shall mean the amounts payable by the Corporation to each third-party Servicer to cover the Servicer’s fees under the related Servicing Agreement and expenses reimbursable to the Servicer thereunder for the servicing (or back-up servicing, if applicable). On each Distribution Date, the Servicing Fees shall be paid to the Corporation in an amount equal to the greater of (i) the Servicing Fee Floor and (ii) one-twelfth of 0.20% of the Pool Balance as of the last day of the related Collection Period. The Servicing Fees payable on December 26, 2014 shall be equal to 0.20% of the Pool Balance as of the Issue Date, based on the actual number of days elapsed from the Issue Date to November 30, 2014 (based on a 30-day month divided by 360). The Corporation shall pay out of the Servicing Fees received by it to any third-party Servicers (including any Back-up Servicer, if applicable) the Servicer’s fees under the related Servicing Agreement and expenses reimbursable to the Servicer thereunder for servicing (or back-up servicing, if applicable) in the amounts owed thereunder.

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

“*Spread*” shall mean 0.80% per annum.

“*Stafford/PLUS Financed Student Loan*” shall mean an originated loan that is designated as such that is made under the Robert T. Stafford Student Loan Program in accordance with the Higher Education Act or originated under the authority set forth in Section 428A or B (or a predecessor section thereto) of the Higher Education Act and shall include student loans

designated as “PLUS Loans” or “SLS Loans,” as defined, under the Higher Education Act, as applicable.

“*Stated Maturity Date*” shall mean the February 2044 Distribution Date.

“*Student Loan*” shall mean any Higher Education Act Loan.

“*Student Loan Acquisition Certificate*” shall have the meaning ascribed to such term in Section 5.03 hereof.

“*Student Loan Purchase Agreements*” shall mean any loan purchase agreements entered into by the Corporation in connection with the purchase by the Corporation of Financed Student Loans, including any such Financed Student Loans that were purchased by the Corporation prior to being Financed hereunder.

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

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

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

“*Trust Funds*” shall mean the funds specified in Section 5.01(a)(i) through (iv) and shall not in any event include the Department Reserve Fund.

“*Trustee*” shall mean Zions First National Bank, a national banking association, acting in its capacity as Trustee under this Indenture, or any successor Trustee designated pursuant to this Indenture.

“*Trustee Fee*” shall mean the fees agreed to be paid to the Trustee for its services under the Indenture payable commencing on December 26, 2014 and on each December Distribution Date thereafter in an amount equal to 0.0125% of the Outstanding Amount of the Notes immediately preceding December 26, 2014 or such December Distribution Date, as applicable. Such fees shall not be less than \$6,000 annually.

Words importing the masculine gender include the feminine gender, and words importing the feminine gender include the masculine gender. Words importing persons include firms, associations and corporations. Words importing the singular number include the plural number and vice versa. Additional terms are defined in the body of this Indenture.

All references herein to “New York City time” shall be presumed to refer to “Eastern time” unless the Trustee is notified in writing by the Corporation to the contrary.

ARTICLE II

NOTE DETAILS, FORM OF NOTES, REDEMPTION OF NOTES AND USE OF PROCEEDS OF NOTES

Section 2.01. Note Details. The details of the Notes authorized pursuant to this Indenture shall be as set forth in this Article.

(a) ***Medium of Payment; Form and Date.*** The Notes shall be payable, with respect to principal and interest, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and on such date or dates as is authorized herein. The Notes, together with the Trustee's certificate of authentication, shall be issued substantially in the forms attached as Exhibit B hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon, as may, consistently herewith, be determined by the officers executing the Notes, as evidenced by their execution of the Notes.

The definitive Notes shall be typewritten, printed, lithographed or engraved or produced by any combination of these methods (with or without steel engraved borders), all as determined by the Authorized Representatives executing such Notes, as evidenced by their execution of such Notes.

(b) ***Principal Amount and Designation of Notes.*** A series of Notes of the Corporation entitled to the benefits, protection and security of this Indenture is hereby authorized in an aggregate principal amount of \$152,500,000. Such Notes shall be designated Indiana Secondary Market For Education Loans, Inc. Student Loan Asset-Backed Notes, Series 2014 (Taxable LIBOR Floating Rate Notes). All of the Notes shall be issued as Notes of the same series under this Indenture. The Notes shall be issued and, upon Corporation Order, authenticated and delivered by the Trustee in the aggregate principal amount of \$152,500,000.

(c) ***Purposes.*** The proceeds from the sale of the Notes equal to \$151,371,972.75 (equal to the par amount of the Notes less net original issue discount of \$494,283 and less the Underwriter's fees and expenses of \$633,744.25) shall be used to (i) transfer all of the remaining Student Loans from the lien of the 1998 Indenture using \$146,130,884.55 of Note proceeds deposited to the Acquisition Fund and transferred to the Escrow Fund; (ii) fund a deposit to the Capitalized Interest Fund in the amount of \$1,540,000; (iii) fund the Debt Service Reserve Fund at the Debt Service Reserve Fund Requirement (initially in the amount of \$770,373.77); and (iv) fund a deposit to the Collection Fund in the amount of \$2,930,714.43.

(d) ***Date and Maturities for Notes.*** The Notes shall be dated the Issue Date. Each Note will mature on its Stated Maturity Date (unless Maturity occurs earlier pursuant to the terms hereof). The Notes will be subject to (1) mandatory redemption as set forth in subsection (f) of this Section and (2) optional redemption in the event of an

optional release of the Financed Student Loans by the Corporation pursuant to Section 10.03 hereof.

(e) **Registrar; Paying Agent; Place of Payment.** The Trustee is hereby appointed Registrar and Paying Agent for the Notes. For so long as Zions First National Bank is acting as Trustee hereunder, it shall also act as Registrar and Paying Agent hereunder. The principal and Redemption Price of and interest on the Notes shall be made payable to the Securities Depository as provided in subsection (g) of this Section.

(f) **Mandatory Redemption.** The Notes are subject to mandatory redemption on any Business Day at a Redemption Price equal to 100% of the principal amount thereof, plus interest accrued to the applicable Redemption Date from amounts on deposit in the Debt Service Reserve Fund (after all required transfers and distributions have been made therefrom), together with other Available Funds, when such amounts equal or exceed the Outstanding Amount and accrued but unpaid Interest Distribution Amount on the Notes. The Trustee shall provide to the Registered Owners, written notice of a mandatory redemption at least ten (10) Business Days prior to the date set for such mandatory redemption in the manner provided in Section 3.02 hereof, but failure to provide such notice shall not prevent the mandatory redemption of the Notes.

(g) **Denominations; Book-Entry System; Recording and Transfer of Ownership of Notes.** The Notes will be eligible securities for the purposes of the Book-Entry System of transfer maintained by the Securities Depository, and transfers of beneficial ownership of the Notes shall be made only through the Securities Depository and its Participants in accordance with rules specified by the Securities Depository. Such beneficial ownership must be of an Authorized Denomination of the Notes, or any integral multiple thereof. Ownership interest will be recorded in book-entry form by Participants of the Securities Depository and the interest of such Participants will be recorded in book-entry form by the Securities Depository.

The Notes shall be issued in book-entry, fully registered form, without coupons and in Authorized Denominations not exceeding the aggregate authorized principal amount set forth in subsection (b) of this Section, and will be represented by one certificate deposited on the Issue Date with the Trustee, as custodian for the Securities Depository and registered in the name of Cede & Co., as the nominee of the Securities Depository. When any principal of or interest on the Notes becomes due (or any principal thereof is subject to redemption in connection with a mandatory redemption of the Notes in accordance with subsection (f) of this Section or the Corporation's optional release of the Financed Student Loans from the lien of this Indenture in accordance with Section 10.03 hereof), the Trustee shall transmit to the Securities Depository an amount equal to such principal or interest and shall specify the dollar amount of principal and interest per \$1,000 original face value. Such payments will be made to Cede & Co. or other nominee of the Securities Depository as long as it is owner of record on the applicable Record Date. Cede & Co. or other nominee of the Securities Depository shall be considered to be the owner of the Notes so registered for all purposes of this Indenture, including, without limitation, payments as aforesaid and receipt of notices and exercise of rights of the holder of the Notes.

The Securities Depository will act as securities depository for the Notes. The Securities Depository is expected to maintain records of the positions of Participants in the Notes, and the Participants and persons acting through Participants are expected to maintain records of the Beneficial Owners in the Notes. The Corporation and the Trustee make no assurances that the Securities Depository and its Participants will act in accordance with such rules or expectations on a timely basis, and the Corporation and the Trustee shall have no responsibility for any such maintenance of records or transfer of payments by the Securities Depository to its Participants, or by the Participants or persons acting through Participants to the Beneficial Owners.

If (a) the Securities Depository determines not to continue to act as Securities Depository for the Notes, or (b) the Corporation has advised the Securities Depository and the Trustee of the Corporation's determination that the Securities Depository is incapable of discharging its duties, the Corporation shall attempt to retain another qualified securities depository to replace the Securities Depository. Upon receipt by the Corporation or the Trustee of the Notes together with an assignment duly executed by the Securities Depository, the Corporation shall execute and deliver to the successor depository, Notes of the same aggregate principal amount.

If the Corporation is unable to retain a qualified successor to the Securities Depository or the Corporation has determined that it is in the best interest of the Corporation not to continue the Book-Entry System of transfer or that the interest of the Beneficial Owners of the Notes might be adversely affected if the Book-Entry System of transfer is continued (the Corporation undertakes no obligation to make any investigation to determine the occurrence of any events that would permit it to make any such determination), and has made provision to so notify Beneficial Owners of the Notes by mailing an appropriate notice to the Securities Depository, upon receipt by the Corporation of the Notes, the Corporation, at its expense, shall execute, and cause to be authenticated by the Trustee and delivered pursuant to the instructions of the Securities Depository, definitive Notes in substantially the form set forth in this Indenture, in Authorized Denominations. In such event payment of principal at Maturity shall be made upon surrender of such Notes to the Trustee. In the event that definitive Notes are issued, the provisions of the Indenture shall apply to such definitive Notes in all respects, including, among other things, the transfer and exchange of such Notes and the method of payment of principal or prepayment price of and interest on such Notes.

In the event the Book-Entry System is discontinued, the Trustee shall maintain a supply of unissued blank notes to be issued in exchange for the Notes and in lieu of notes mutilated, lost, stolen, or destroyed. Such replacement Notes shall be numbered in such fashion as to maintain a proper record thereof.

(h) ***Sale of Notes.*** The Notes shall be issued pursuant hereto, and the Notes shall be sold to the Initial Purchaser named in the Note Purchase Agreement upon the terms and conditions and at the purchase price set forth therein. The action taken by the Authorized Officer of the Corporation executing the Note Purchase Agreement and the delivery of the Notes is hereby ratified and approved.

(i) **No Additional Notes.** Except as specified in subsection (g) of this Section and Section 2.04 hereof, following the issuance of the Notes no additional Notes secured by this Indenture will be issued. The aggregate principal amount of Outstanding Notes at any time may not exceed the amounts specified in subsection (b) of this Section.

(j) **Interest Rate Provisions for the Notes.** For the Initial Interest Period relating to the Notes, the Notes shall bear interest at the Initial LIBOR Indexed Rate. After the Initial Interest Period, the Notes shall bear interest at the LIBOR Indexed Rate. The LIBOR Indexed Rate shall be determined by the Trustee on each Interest Rate Determination Date for each Interest Period, and shall be computed on the basis of the actual number of days elapsed in the Interest Period over a 360-day year (and rounding to the fifth decimal place the resultant figure). The LIBOR Indexed Rate shall be determined and communicated by the Trustee as provided in subsection (l) of this Section. Such LIBOR Indexed Rate shall take effect on the Distribution Date immediately succeeding such Interest Rate Determination Date. Any Interest Shortfall shall, to the extent lawful, bear interest as set forth in the respective definitions of such terms in Article I hereof and such interest shall be calculated as described above in the same manner as the LIBOR Indexed Rate is calculated. The Interest Distribution Amount of the Notes is payable on each Distribution Date until Maturity or earlier payment of the Notes.

The determination of the interest rate for the Notes (and the interest rate with respect to any Interest Shortfall) by the Trustee shall be conclusive and binding on the Beneficial Owners of the Notes and the Corporation absent manifest error. If the Trustee shall fail or refuse to determine the LIBOR Indexed Rate for the Notes (or on any Interest Shortfall) within two Business Days after any Distribution Date, the LIBOR Indexed Rate most recently determined (including with respect to any Interest Shortfall) shall remain in effect.

(k) **Information to the Securities Depository.** The Trustee shall send the Securities Depository, as and when due in accordance with the Securities Depository's applicable procedures, written notice of (i) the CUSIP number of the Notes; (ii) the date of the immediately following Distribution Date; (iii) the Interest Distribution Amount (or the lesser amount of interest to the extent of any shortfall) to be paid; (iv) the amount of interest per \$1,000 original principal amount thereof; (v) the remaining principal balance; (vi) the remaining principal balance per \$1,000 original principal amount thereof; and (vii) the LIBOR Indexed Rate utilized in the calculation of the amount of interest to be paid on such Distribution Date. Such notices shall contain the Trustee contact's name and telephone number, and shall be sent by telecopy to the Securities Depository's Dividend Department at (212) 855-4555 (or to such other telecopy number or by such other method as may be designated by the Securities Depository from time to time).

(l) **Additional Responsibilities of Trustee Making Certain Calculations.** On each Interest Rate Determination Date the Trustee shall (i) ascertain the LIBOR Rate, (ii) add the applicable Spread to ascertain the applicable LIBOR Indexed Rate to be borne by the Notes (or any Interest Shortfall) as provided in subsection (j) of this Section and (iii) calculate as of the next Distribution Date, the Interest Accrual Amount. Not later

than 5:00 p.m., Eastern time on each Interest Rate Determination Date, the Trustee shall notify via email (or such other method designated by the Corporation and Bloomberg LP) the Corporation (at jwood@ismloans.org and ldevaisher@ismloans.org) and Bloomberg LP (at variable@bloomberg.net and factors@bloomberg.net) of: (i) the CUSIP number for the Notes; (ii) the date of the immediately following Distribution Date; (iii) the Interest Distribution Amount to be paid; and (iv) the LIBOR Indexed Rate utilized in the calculation of the amount of interest to be paid (and, if applicable, on any Interest Shortfall) on such Distribution Date, as well as the LIBOR Indexed Rate ascertained by the Trustee on the Interest Rate Determination Date which will apply to the Interest Period beginning on such Distribution Date (or, if applicable, for such Interest Shortfall).

Section 2.02. Execution of Notes. The Notes shall be executed in the name and on behalf of the Corporation by the manual or facsimile signature of the President and CEO of the Corporation or, in the absence of either such Person, any other Authorized Officer of the Corporation, and any other Authorized Officer of the Corporation may attest such execution. Any Note may be signed (manually or by facsimile) or attested on behalf of the Corporation 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 Notes; Persons Treated as Registered Owners. The Corporation shall cause books for the registration and for the transfer of the Notes as provided in this Indenture to be kept by the Trustee which is hereby appointed the transfer agent of the Corporation for the Notes. Notwithstanding such appointment and with the prior written consent of the Corporation, the Trustee is hereby authorized to make any arrangements with other institutions which it deems necessary or desirable in order that such institutions may perform the duties of transfer agent for the Notes. Upon surrender for transfer of any Note at the Principal Office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Corporation shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same interest rate and aggregate principal amount of the same Maturity.

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

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

As to any Note, the Person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of either principal or interest on any fully registered Note shall be made only to or upon the written order of the Registered Owner thereof or his legal representative but such registration may be changed as

hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums paid.

The Trustee shall require the payment by any Registered Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer. The applicant for any such transfer or exchange may be required to pay all taxes and governmental charges in connection with such transfer or exchange, other than exchanges pursuant to Section 2.07 hereof.

Section 2.04. Lost, Stolen, Destroyed and Mutilated Notes. Upon receipt by the Trustee of evidence satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note and, in the case of a lost, stolen or destroyed Note, of indemnity satisfactory to it, and upon surrender and cancellation of the Note, if mutilated, (a) the Corporation shall execute, and the Trustee shall authenticate and deliver, a new Note of the same denomination in lieu of such lost, stolen, destroyed or mutilated Note or (b) if such lost, stolen, destroyed or mutilated Note shall have matured or have been called for redemption, in lieu of executing and delivering a new Note as aforesaid, the Corporation may pay such Note. Any such new Note shall bear a number not contemporaneously outstanding. The applicant for any such new Note may be required to pay all taxes and governmental charges and all expenses and charges of the Corporation and of the Trustee in connection with the issuance of such Note. All Notes shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes, negotiable instruments or other securities.

Section 2.05. Trustee's Authentication Certificate. The Trustee's authentication certificate upon any Note shall be substantially in the following form, duly completed and manually executed by the Trustee:

“CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes designated and described in the within mentioned Indenture.”

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

Section 2.06. Cancellation and Destruction of Notes by the Trustee. Whenever any Outstanding Notes shall be delivered to the Trustee for the cancellation thereof pursuant to this Indenture, upon payment of the principal amount and interest represented thereby, or for replacement pursuant to Section 2.03 or 2.04 hereof, such Notes shall be promptly cancelled and retained or destroyed by the Trustee in accordance with the Trustee's policies.

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

Section 2.08. Issuance of Notes.

(a) The Corporation shall have the authority, upon complying with the provisions of this Article, to issue, and the Trustee shall have the authority, upon complying with the provisions of this Section, to authenticate and deliver the Notes, which shall be secured by the Trust Estate.

(b) No Notes shall be authenticated and delivered pursuant to this Indenture until the Trustee shall have received:

(i) a Corporation Order as to the delivery of such Notes and describing such Notes to be authenticated and delivered, designating the purchaser or purchasers to whom such Notes are to be delivered, and stating the purchase price of such Notes;

(ii) an approving opinion of Note Counsel;

(iii) a Certificate of an Authorized Officer of the Corporation stating that upon issuance of the Notes the Corporation is not in default with respect to any provision contained in this Indenture; and

(iv) evidence of ratings, if any, by each Rating Agency on the Notes to be issued.

Section 2.09. Residual Rights. At any time, the Corporation may assign and/or pledge its rights to the residual cashflow set forth in Section 5.02(b)(viii) herein (the “Residual Rights”) in connection with any financing subordinate to and payable only after (i) all principal and interest accrued on the Notes has been paid in full and (ii) all other obligations under this Indenture have been satisfied. Such assignment of the Residual Rights pursuant to this Section 2.09 shall be accompanied by an opinion of Note Counsel that such assignment or pledge will not adversely affect the treatment of the Notes as indebtedness of the Corporation.

ARTICLE III

REDEMPTION OF NOTES

Section 3.01. Redemption. The Trustee shall, upon receipt of written notice of the optional redemption of the Notes as a result of the optional release of the Financed Student Loans by the Corporation pursuant to Section 10.03 hereof, give prompt written notice to the Noteholders of the occurrence of such event. In the event that the Financed Student Loans are released pursuant to Section 10.03 hereof, the Notes shall be subject to redemption in full on the next Distribution Date immediately succeeding such release (the “Redemption Date”) and amounts deposited into the Collection Fund in connection therewith, together with the amounts on deposit in the other Trust Funds shall be distributed as provided in Section 5.02(b) hereof or, if applicable, Section 6.02 hereof, subject to Section 3.03 hereof.

Section 3.02. Form of Redemption Notice. Notice of any redemption described under Section 3.01 hereof and Section 2.01(f) hereof shall be given promptly by the Trustee by first-class mail, postage prepaid, or by facsimile, mailed or transmitted to each Noteholder.

All notices of redemption shall state:

- (a) the Redemption Date;
- (b) the Redemption Price; and
- (c) the place where such Notes are to be surrendered for payment of the Redemption Price (which shall be the Principal Office of the Trustee).

Notice of redemption of the Notes shall be given by the Trustee in the name and at the expense of the Corporation. Failure to give notice of redemption, or any defect therein, to any Noteholder of any Note shall not impair or affect the validity of the redemption of any other Note.

Section 3.03. Notes Payable on Redemption Date. The Notes shall be redeemed in whole, but not in part, on any Redemption Date and shall, on such Redemption Date, become due and payable at the Redemption Price and (unless the Corporation shall default in the payment of the Redemption Price) no interest shall accrue on the Redemption Price for any period after such date.

ARTICLE IV

PROVISIONS APPLICABLE TO THE NOTES; DUTIES OF THE CORPORATION

Section 4.01. Payment of Notes. The Corporation covenants that it will promptly pay, but solely from the Trust Estate, the principal of and interest, if any, on each and every Note issued under the provisions of this Indenture at the places, on the dates and in the manner specified herein and in said Notes and any premium required for the retirement of said Notes by purchase or redemption according to the true intent and meaning thereof.

Section 4.02. Covenant To Perform Obligations Under This Indenture. The Corporation 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 Note executed, authenticated and delivered hereunder and in all proceedings of the Corporation pertaining thereto. The Corporation covenants that it is duly authorized to issue the Notes authorized hereby and to enter into this Indenture and to perform its obligations hereunder and that all action on its part for the issuance of the Notes issued hereunder and the execution and delivery of this Indenture has been duly and effectively taken; and that such Notes in the hands of the owners thereof are and this Indenture is and each will be valid and enforceable obligations of the Corporation according to the tenor and import thereof.

In consideration of the purchase and acceptance of the Notes 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 Corporation with the owners of the Notes and shall be deemed to be and shall constitute a contract among the Corporation, the Trustee and the Registered Owners from time to time.

Section 4.03. Administration. The Corporation shall administer, operate and maintain the Financed Student Loans in such manner as to ensure that such Financed Student Loans will benefit from the benefits available under the Higher Education Act and the federal program of reimbursement for student loans pursuant to the Higher Education Act, or from any other federal statute providing for such federal program. The Corporation represents that it is an “eligible lender,” as defined in the Higher Education Act. The Corporation agrees to notify each Rating Agency if (i) the Administrator is replaced, resigns or is removed; or (ii) if there is any material change in the terms of any Administration Agreement.

The Corporation covenants that it will (i) cause the Trustee to be, or replace the Trustee with, an entity meeting the criteria for a successor Trustee contained in Section 7.11 hereof, (ii) acquire or cause to be acquired Student Loans originated and held only by an Eligible Lender and (iii) not dispose of or deliver any Financed Student Loans or any security interest in any such Financed Student Loans to any party who is not an Eligible Lender so long as the Higher Education Act or Regulations adopted thereunder require an Eligible Lender to be the owner or

holder of Financed Student Loans; provided, however, that nothing above shall prevent the Corporation from delivering the Financed Student Loans to a Servicer, to a Seller or to a Guaranty Agency if required by this Indenture or the applicable Servicing Agreement, Student Loan Purchase Agreement or Guaranty Agreement. The Registered Owners of the Notes shall not in any circumstances be deemed to be the owner or holder of the Financed Student Loans.

Section 4.04. Enforcement and Amendment of Guaranty Agreements. So long as any Notes are Outstanding and any Student Loans remain in the Trust Estate, the Corporation (a) will, from and after the date on which it shall have entered into any Guaranty Agreement, maintain such Guaranty Agreement and diligently enforce its rights thereunder; (b) will enter into such other similar or supplemental agreements as shall be required to maintain benefits for all Financed Student Loans covered thereby; and (c) 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 Guaranty Agreement or any similar or supplemental agreement or engage any other guarantor of the Financed Student Loans which in any manner will materially adversely affect the rights of the Registered Owners hereunder.

Section 4.05. Enforcement and Amendment of Certificates of Insurance. So long as any Notes are Outstanding, the Corporation (a) will maintain all Certificates of Insurance and diligently enforce, its rights thereunder; (b) will enter into such other similar or supplemental agreements as shall be required to maintain benefits for all Financed Student Loans covered thereby; and (c) 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 such Certificates of Insurance or any similar or supplemental agreement which in any manner will materially adversely affect the rights of the Registered Owners hereunder.

Section 4.06. Financing, Collection and Assignment of Student Loans. All loans Financed pursuant this Indenture shall only be Eligible Loans. The Corporation shall diligently cause to be collected all principal and interest payments (subject to Section 4.07 hereof) on all the Financed Student Loans and other sums to which the Corporation is entitled pursuant to any Student Loan Purchase Agreement, any Servicing Agreement, all grants, subsidies, donations, Insurance payments, Special Allowance Payments, Interest Subsidy Payments, and all defaulted payments Guaranteed by a Guaranty Agency or Insured by the Secretary which relate to such Financed Student Loans. The Corporation shall also make, or cause to be made by the applicable Servicer, every effort to perfect the Corporation's or such Servicer's claims for payment from the Secretary or such Guaranty Agency, of all payments related to such Financed Student Loans, no later than required by the Higher Education Act or the applicable Guaranty Agreement. The Corporation will assign such Financed Student Loans for payment of Guaranty or Insurance benefits within the required period under applicable law and regulations. The Corporation will comply with all United States federal and state statutes, rules and regulations which apply to such Financed Student Loans.

Section 4.07. Enforcement of Financed Student Loans. The Corporation shall, subject to the last sentence of this Section, 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 Student Loans and agreements in connection therewith, including the prompt payment of all principal and interest payments and all other amounts due the Corporation

thereunder. The Corporation shall not permit the release of the obligations of any borrower under any Financed Student Loan or consent or agree to permit any amendment or modification of any Financed Student Loan and shall at all times, to the extent permitted by law, cause to be defended, enforced, preserved and protected the rights and privileges of the Corporation and the Trustee hereunder or with respect to each Financed Student Loan and agreement in connection therewith. Notwithstanding the foregoing, nothing in this Indenture shall be construed to prevent the Corporation from (i) granting a reasonable forbearance to a borrower pursuant to the terms of the Higher Education Act; (ii) settling a default or curing a delinquency on any Financed Student Loan on such terms as shall be permitted by law; (iii) charging interest at a lower rate than is required by the Higher Education Act or establishing discounts or granting forgiveness of principal or interest on Financed Student Loans (including paying for such discounts or forgiveness with cash released from the Trust Estate) to the extent the same is part of a borrower benefit program in effect with respect to such Financed Student Loans on the Date of Issue as described in Exhibit C hereto; or (iv) allowing a borrower to repay a Financed Student Loan under an income-based repayment plan pursuant to the Higher Education Act.

Section 4.08. Servicing and Enforcement of Servicing Agreements.

(a) The Corporation shall cause to be duly and properly serviced all Financed Student Loans and enforce the payment and collection of all payments of principal and interest payments which relate to any Financed Student Loans, or shall cause such servicing to be done by a third-party servicer meeting the criteria in the definition of Servicer in this Indenture. The Corporation shall cause each Servicer to enter into a Servicing Agreement providing that the Servicer will administer and collect all Financed Student Loans in the manner consistent with Sections 4.06, 4.07 and 4.09 hereof and perform any duties, obligations and functions imposed upon the Servicer by the Corporation. The Corporation 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 all Servicing Agreements, including without limitation the prompt payment of all principal and interest payments and all other amounts due the Corporation thereunder, including all grants, subsidies, donations, Insurance payments, Special Allowance Payments, Interest Subsidy Payments, and all payments Guaranteed by a Guaranty Agency and/or Insured by the Secretary which relate to any Financed Student Loans. Except as authorized below, the Corporation:

(i) shall not permit the release of any material obligations of any Servicer under any Servicing Agreement;

(ii) shall at all times, to the extent permitted by law, cause the material rights of the Corporation and, to the extent applicable, of the Trustee, under or with respect to each Servicing Agreement, to be defended, enforced, preserved and protected;

(iii) shall not consent or agree to or permit any amendment or modification of any Servicing Agreement which will materially adversely affect the rights or security of the Trustee or any Registered Owner and in the event the Corporation determines any amendment or modification of any Servicing

Agreement will not materially adversely affect the rights or security of the Trustee or any Registered Owner, the Corporation will provide to the Trustee, a certificate of an Authorized Officer to that effect;

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

(v) agrees to give the Trustee and each Rating Agency prompt written notice of each default on the part of a Servicer of its material obligations under its Servicing Agreement coming to the Corporation's attention;

(vi) shall not waive any default by a Servicer of its material obligations under its Servicing Agreement without first receiving the approval of the Registered Owners of at least a majority of the collective aggregate principal amount of the Notes then Outstanding;

(vii) shall not consent or agree to permit any amendment or modification of any Servicing Agreement, if such amendment or modification specifies Servicing Fees in excess of the amount specified in the definition thereof unless the requirements of a Rating Notification have been satisfied (for the avoidance of doubt, in no event shall the Servicing Fees be less than the Servicing Fee Floor); and

(viii) shall provide written notice to the Trustee, along with evidence of the Rating Notification satisfaction as set forth in clause (vii) of this subsection (a), of any increase in the Servicing Fees in an amount in excess of the increases permitted under this Indenture.

(b) The foregoing notwithstanding, nothing in this Indenture shall be construed to prevent the Corporation:

(i) from taking actions to replace any Servicer if the Corporation reasonably believes it prudent to do so in light of all circumstances then known to the Corporation to exist and such action will not materially adversely affect either the ability of the Corporation to pay or perform, as the case may be, all of its material obligations under this Indenture or the security pledged hereunder for the Notes and the Registered Owners; or

(ii) from consenting or agreeing to, or permitting, any amendments, modifications to, or waivers with respect to, any Servicing Agreement if the Corporation determines in good faith that it is reasonably prudent to do so in light of all circumstances then known by the Corporation to exist and such action will not materially adversely affect the ability of the Corporation to pay or perform, as the case may be, its material obligations under this Indenture or the security pledged hereunder for the Notes and the Registered Owners.

(c) Any Servicing Agreement shall require the Servicer to administer and collect all payments on all Financed Student Loans in the manner consistent with this Section and Sections 4.06, 4.07 and 4.09 hereof and to perform any duties, obligations and functions imposed upon the Servicer by any Guaranty Agreement.

(d) If at any time any Servicer fails in any material respect to perform its obligations under its Servicing Agreement or under the Higher Education Act, including without limitation the failure of a Servicer to comply with the due diligence requirements of the Higher Education Act; or if any servicing audit shows any material deficiency in the servicing of Financed Student Loans by any Servicer, the Corporation shall cause the Servicer to cure the failure to perform or the material deficiency or remove such Servicer and appoint another Servicer.

(e) If a Guaranty or Insurance claim with respect to any Financed Student Loan is rejected by the applicable Guaranty Agency or the Secretary, as the case may be, and is not cured within 180 days after such rejection, then the Corporation shall either: (i) sell or otherwise purchase or release such Financed Student Loan from the Trust Estate for a price equal to its principal amount plus unamortized premium, if any, and interest accrued thereon or (ii) replace such Financed Student Loan with another Financed Student Loan with substantially identical characteristics.

(f) The Corporation shall retain a replacement Servicer and, to the extent that a replacement Servicer is not one of the Department's Title IV Additional Servicers, a Back-up Servicer, in the event that an existing Servicing Agreement expires or terminates and is not renewed.

Section 4.09. Administration and Collection of Financed Student Loans.

(a) All Financed Student Loans which are part of the Trust Estate shall be administered and collected either by or on behalf of the Corporation or by a Servicer selected by the Corporation in a competent, diligent and orderly fashion and in accordance with all requirements of the Higher Education Act, the Regulations, the Secretary, each Guaranty Agency, and this Indenture.

(b) In all events, promissory notes evidencing Financed Student Loans shall be held by the Trustee or its custodial agent or bailee (which may be a Servicer) on behalf of the Trustee unless release of such promissory notes to a Servicer is necessary to the enforcement thereof. To the extent that the Servicer, in the ordinary course of its servicing duties, shall require reference to the text or other similar document of any such promissory note, the Servicer shall refer to a photocopy of such promissory note in its files and not to the original thereof. Subject to the foregoing, the Corporation covenants and agrees to comply with the following provisions with respect to all Financed Student Loans and agrees to include the following provisions in each Servicing Agreement or in a Custodian Agreement binding upon the Corporation, the Servicer and the Trustee:

(i) In the event any such Servicer holds promissory notes evidencing Financed Student Loans and related documentation, such Servicer holds such

promissory notes and related documentation as bailee for and on behalf of the Trustee for purposes of perfecting the interests of the Trustee therein; provided, however, that the Trustee upon advice of counsel may require that it hold possession of such promissory notes and/or related documentation as deemed necessary to protect its security interests in the Financed Student Loans.

(ii) All sums received by any Servicer with respect to Financed Student Loans shall be held on behalf of the Trustee including, but not limited to, all payments of principal and interest, Special Allowance Payments, Interest Subsidy Payments, Insurance or Guaranty Payments and proceeds of the sale or release thereof. All such amounts shall be held in a segregated account (which may, however, include the funds of other customers of the Servicer) and shall not be commingled with any of the Servicer's funds and shall be accounted for such that all such funds are identified separately from all other payments received in respect of the servicing of loans. Any such amounts, if received and identified by the Servicer shall be remitted within two Business Days only to the Trustee and not to the Corporation.

(iii) Promptly after each Distribution Date, the Corporation shall furnish to the Trustee and each Rating Agency then maintaining a Rating on any Outstanding Notes, the Monthly Loan Report containing substantially the same information as set forth in Exhibit A-3 hereto;

(iv) No amendment, modification or addition to any Servicing Agreement shall be effective with respect to the Trustee regarding servicing of Financed Student Loans on behalf of the Trustee unless the Corporation shall have determined in good faith that the same has no material adverse effect on the Notes or has obtained the written consent of the Trustee.

(v) Each Servicer waives any lien that a Servicer might have pursuant to statute or otherwise available at law or in equity on the promissory notes evidencing Financed Student Loans held by the Servicer on behalf of the Trustee and on related documentation, including all moneys and proceeds derived therefrom or relating thereto.

Additionally, subject to the foregoing, with respect to each MPN Loan, the Corporation covenants and agrees to cause the holder of the original Master Promissory Note to indicate by book entry on its books and records that the Corporation is the legal and beneficial owner of the MPN Loan.

For the sake of clarity and as provided in Section 7.15 hereof, the Trustee shall be under no duty to examine the Monthly Loan Report provided by the Corporation pursuant to Section 4.09(b)(iii) hereof 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 non-existence of any fact stated therein.

Section 4.10. Administration and Enforcement of Administration Agreements. The Corporation shall take all actions and do all things reasonably necessary to administer the Trust Estate and the duties of the Corporation and the Administrator hereunder, and shall enter into an Administration Agreement with any sub-administrator it shall retain. The Corporation 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 Agreements, 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 Student Loans and enforcement of the Servicing Agreements and the Student Loan Purchase Agreements, monitoring the performance of the duties and obligations of the Servicers and the Trustee under the Servicing Agreements and this Indenture, respectively and taking all non-ministerial actions as directed by the Corporation or the Trustee. To the extent the Corporation is the Administrator, the Corporation shall perform such duties enumerated above. If an Administrator Default has occurred and is continuing with respect to the Corporation as the Administrator (after giving effect to any applicable cure period specified in the definition thereof), the Corporation 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 shall provide all notices to the Rating Agencies that are required to be delivered pursuant to the terms hereof. If such action is not taken by the Corporation 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 Notes, shall appoint a successor Administrator who shall enter into an Administration Agreement to perform the duties enumerated above, and shall provide all notices to the Rating Agencies that are required to be delivered pursuant to the terms hereof. The Corporation 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 the Administration Agreements or any similar or supplemental agreement which in any manner will materially adversely affect the rights of the Registered Owners hereunder.

Section 4.11. Books of Account; Annual Audit; Inspection Rights. The Corporation shall be operated on the basis of its Fiscal Year. The Corporation shall cause to be kept and maintained proper books of account relating to the Financed Student Loans in which full, true and correct entries will be made, in accordance with generally accepted accounting principles, of all dealings or transactions of or in relation to the business and affairs of the Corporation, and within 180 days after the end of each Fiscal Year shall receive an audit of such books of account by an independent certified public accountant. A copy of each audit report, annual balance sheet and income and expense statement showing in reasonable detail the financial condition of the Corporation as at the close of each Fiscal Year, and summarizing in reasonable detail the income and expenses for such year, including the transactions relating to the Funds and Accounts, Outstanding Amount of the Notes by Stated Maturity Date and principal reduction history (date, amount, source of funds and distribution of funds), shall be filed with the Trustee within 30 days after it is received by the Corporation and shall be posted on the Corporation's website or otherwise available for inspection by any Registered Owner. The Trustee shall be under no obligation to review or otherwise analyze such audit report, annual balance sheet, income and expense statement or other document received pursuant to this Section.

The Corporation, upon written request of the Trustee, will permit at all reasonable times the Trustee or its agents, accountants and attorneys, to examine and inspect the property, books of account, records, reports and other data relating to the Financed Student Loans, and will furnish the Trustee such other information as it may reasonably request. The Trustee shall be under no duty to make any such examination and inspection unless requested in writing to do so by the Registered Owners of 66-2/3% in collective aggregate principal amount of the Notes at the time Outstanding, and unless such Registered Owners shall have offered the Trustee security and indemnity satisfactory to it against any costs, expenses and liabilities which might be incurred thereby.

Section 4.12. Statement as to Compliance by Corporation. The Corporation will deliver to the Trustee, within 180 days after the end of each Fiscal Year, a brief certificate from an Authorized Representative including (a) a current list of the Authorized Representatives, and (b) a statement indicating whether or not to the knowledge of the signer thereof the Corporation is in compliance with all conditions and covenants under this Indenture and, in the event of any noncompliance, specifying such noncompliance and the nature and status thereof. For purposes of this Section, such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture.

Section 4.13. Continuing Existence and Qualification. The Corporation is and will maintain its existence in good standing as a private nonprofit corporation under the laws of the State of Indiana and will take no action and suffer no action to be taken by others which will alter, change or destroy, and will take all affirmative action necessary to maintain, its status as a private nonprofit corporation. The Corporation is or will remain duly qualified to do business in the State of Indiana or any other state in which it is qualified, has obtained and will use its best efforts to maintain, such licenses and approvals as may be necessary to undertake the obligations hereunder and will not dispose of all or substantially all of its assets (by sale, lease or otherwise), except as otherwise specifically authorized under this Indenture, or consolidate with, merge into or transfer to another entity or permit any other entity to consolidate with, merge into or transfer to it.

Section 4.14. Other Corporation Obligations. The Corporation shall not commingle or cause to be commingled the Funds, Accounts and Subaccounts established by this Indenture with any other funds, proceeds, or investment of funds.

The Available Funds and other moneys, Financed Student Loans, securities, evidences of indebtedness, interests, rights and properties pledged under this Indenture are and will be owned by the Corporation 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 Corporation to that end has been duly and validly taken. The Corporation shall hold legal title and be the beneficial owner of the Financed Student Loans. If any Financed Student Loan is found to have been subject to a lien at the time such Financed Student Loan was pledged to the Trust Estate, the Corporation shall cause such lien to be released, shall purchase such Financed Student Loan from the Trust Estate for a purchase price equal to its principal amount plus any unamortized premium, if any, and interest accrued thereon or shall replace such Financed Student Loan with another Student Loan with substantially identical characteristics which

replacement Student Loan shall be free and clear of liens at the time of such replacement. Except as otherwise provided herein, the Corporation shall not create or voluntarily permit to be created any debt, lien, or charge on the Financed Student Loans which would be on a parity with, subordinate to, or prior to the lien of this Indenture; shall not do or omit to do or suffer to be done or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority of such lien for the Notes hereby secured might or could be lost or impaired; and will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence to or any equality with this Indenture as a lien or charge upon the Financed Student Loans; provided, however, that nothing in this Section shall require the Corporation to pay, discharge, or make provision for any such lien, charge, claim, or demand so long as the validity thereof shall be contested by it in good faith, unless thereby, in the opinion of the Trustee, the same will endanger the security for the Notes.

Section 4.15. Tax Treatment of the Notes. The parties hereto intend that for federal income tax, state income tax and local franchise tax purposes, the Notes when held by a non-affiliate of the Corporation will be indebtedness of the Corporation and by acceptance of the Notes, the Noteholders thereof agree to treat the Notes as indebtedness of the Corporation for federal income tax, state income tax and local franchise tax purposes. If the Notes are recharacterized as other than indebtedness of the Corporation for federal income tax, state income tax and local franchise tax purposes, then it is intended that the relationship between the Noteholders of the Notes will be a partnership with the Corporation for federal tax purposes. In such case, the Corporation shall prepare and file or cause to be prepared and filed all tax returns and information reports necessary for the partners and the Corporation to comply with any reporting requirements under the Code.

The Corporation shall not claim any credit on, or make any deduction from, the principal amount of any of the Notes by reason of the payment of any taxes levied or assessed upon any portion of the Trust Estate.

Section 4.16. Eligible Loans. The Corporation represents and warrants that each Student Loan Financed hereunder shall constitute an Eligible Loan and shall satisfy the representations and warranties made with respect thereto in the definition of Eligible Loans.

Section 4.17. Recordation of the Indenture and Filing of Security Instruments; Financing Statements.

(a) The Corporation shall take, and shall cause the Servicers and the Trustee to take, all steps necessary and appropriate to cause this Indenture and all supplements hereto, together with all other security instruments, financing statements, continuation statements and amendments thereto, to be recorded and filed, as the case may be, if required by law for perfection of the security interests created herein or therein to the extent permitted by applicable law, in such manner and in such places as may be required by law in order to perfect the lien of, and the security interests created by, this Indenture.

(b) The Corporation shall promptly notify the Trustee of any change in its name or in the address of its principal place of business.

Section 4.18. No Waiver of Laws. The Corporation 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 Notes and all benefit or advantage of any such law or laws is hereby expressly waived by the Corporation.

Section 4.19. Representations and Covenants of the Corporation Regarding the Trustee's Security Interest. The Corporation hereby represents, warrants and covenants for the benefit of the Trustee and the Registered Owners as follows:

(a) The Corporation's chief executive office and chief place of business, including the office where the Corporation keeps its records concerning the Trust Estate, including the Financed Student Loans (collectively referred to below as the "Records"), is located at 251 North Illinois Street, Suite 400, Indianapolis, Indiana 46204. The Corporation 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 Corporation shall, at its own expense, execute and deliver such instruments and documents as may be required or may reasonably be requested by the Trustee in order to maintain in favor of the Trustee a perfected, first-priority security interest in the Trust Estate, including Financed Student Loans, related Available Funds and the Funds. Without limiting the generality of the foregoing, the Corporation 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 or as the Trustee may reasonably request in order to perfect and preserve the lien and pledge of this Indenture; provided, however, the Trustee shall file all continuation statements necessary to perfect and preserve the lien and pledge of this Indenture.

(c) The Corporation 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 Trust Estate, including Financed Student Loans, related Available Funds and the Funds, without the signature of the Corporation (where permitted by law); provided, however, the Trustee shall file all continuation statements necessary to perfect and preserve the lien and pledge of this Indenture. Copies of any such statement or amendment shall be promptly delivered to the Corporation. The Trustee agrees to prepare, request that the Corporation execute (if such execution is necessary for any such filing) and file in a timely manner the continuation statements referred to herein in accordance with Section 7.03 hereof.

(d) The Corporation shall timely pay 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 Corporation shall warrant and defend its title to the Trust Estate, including Financed Student Loans, related Available Funds and the Funds, against the

claims and demands of all Persons other than the Trustee and the Registered Owners of the Notes.

(f) Except for the lien and pledge of this Indenture, and any other liens expressly authorized under this Indenture, the Corporation shall not cause or permit all or any part of the Trust Estate, including Financed Student Loans, related Available Funds and the 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 Corporation has no knowledge, and has not received any notice, that any party other than the Trustee, on behalf of the Registered Owners of the Notes, 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 Corporation and the Trustee, on behalf of the Registered Owners of the Notes, has or claims to have any interest whatsoever in all or any part of the Trust Estate.

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

(i) This Indenture creates a valid and continuing security interest (as defined in the applicable Uniform Commercial Code in effect in the State of Indiana) in the Financed Student Loans and the rest of the Trust Estate in favor of the Trustee, for the benefit of the Registered Owners of the Notes, which security interest is prior to all other liens, charges, security interests, mortgages or other encumbrances, and is enforceable as such as against creditors of and purchasers from the Corporation.

(ii) Pursuant to Section 21-16-5-16 of the Authorizing Act, a security interest in Student Loans is perfected by the Corporation by (A) possession under Section 26-1-9.1-313 of the Indiana Code or (B) filing a financing statement in the office of the Secretary of State under Section 26-1-9.1-501 of the Indiana Code.

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

(iv) For sale of loan participations, swaps and other “payment intangibles” (within the meaning of the applicable Uniform Commercial Code), the Corporation has received all consents and approvals required by the terms of the Financed Student Loans for the pledge of the security interest in the Financed Student Loans hereunder to the Trustee.

(v) The Corporation has caused or will have caused, within 10 days after the date of initial issuance of the Notes, 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 Student Loans granted to the Trustee hereunder.

(vi) Other than the security interest granted to the Trustee pursuant to this Indenture, the Corporation has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Financed Student Loans. The Corporation has not authorized the filing of and is not aware of any financing statements against the Corporation that include a description of collateral covering the Financed Student Loans other than (i) any financing statement relating to the security interest granted to the Trustee hereunder and (ii) such financing statements that have been terminated. The Corporation is not aware of any judgment or tax lien filings against the Corporation.

(i) The Corporation shall assure that its electronic loan processes comply with applicable law.

(j) The Trustee shall file any continuation statements and the Corporation covenants that it shall take any other actions which are necessary to maintain such first priority perfected security interest. For the purposes of this Indenture, any Financed Student Loans, including E-loans, in which the Trustee has a security interest, including a security interest perfected by either possession by the Trustee or its agents or by filing, shall be held within the Acquisition 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. The Corporation covenants that all E-loans that are or have been made pursuant to the Higher Education Act comply with the Department Standards for Electronic Signatures in Electronic Student Loan Transactions, dated as of April 30, 2001, as amended and revised.

Section 4.20. Further Covenants of the Corporation Regarding the Trustee's Security Interest. The Corporation hereby covenants for the benefit of the Trustee and the Registered Owners as follows:

(a) The representations and warranties set forth in Section 4.19 hereof shall survive the termination of this Indenture, and the Trustee shall not waive any of such representations or warranties.

(b) The Corporation shall take all steps necessary, and shall cause the Servicers and the Trustee to take all steps necessary and appropriate, to maintain the perfection and priority of the Trustee's security interest in the Financed Student Loans.

Section 4.21. Certain Reports.

(a) Not later than four Business Days prior to the Interest Rate Determination Date preceding each Distribution Date, the Corporation will prepare a certificate substantially in the form of Exhibit A-1 hereto (the “Distribution Date Certificate”) and forward such Distribution Date Certificate to the Trustee, at which time the Trustee shall complete, based on the information in the Distribution Date Certificate, a certificate substantially in the form of Exhibit A-2 hereto (the “Distribution Date Information Form”). The Trustee shall provide the Corporation with the Distribution Date Information Form once the Trustee shall complete such form, which shall be on the Interest Rate Determination Date. Upon receiving the completed Distribution Date Information Form from the Trustee, the Corporation shall post and provide electronic access to the Distribution Date Information Form on the Corporation’s website. The Corporation shall complete the monthly loan data reporting substantially in the form of Exhibit A-3 hereto (the “Monthly Loan Report”) and post and provide electronic access to the Monthly Loan Report on the Corporation’s website. The Trustee shall direct any Noteholder who requests a copy of either the Distribution Date Information Form or the Monthly Loan Report to (i) the electronic form of such Distribution Date Information Form or the Monthly Loan Report posted on the Corporation’s website or (ii) to such other location from which copies of the Distribution Date Information Form or the Monthly Loan Report may be obtained. In the event the Corporation no longer maintains a website, the Trustee shall post and provide electronic access to the Distribution Date Information Form and the Monthly Loan Report on a website accessible to all Noteholders. The Corporation shall provide the Distribution Date Information Form to the Securities Depository at Lensnotices@dtcc.com for distribution to the beneficial owners of the Notes. The Trustee may conclusively rely and accept the information described in the Distribution Date Certificate from the Corporation, with no further duty to know, determine or examine such reports. In addition, the Corporation shall provide to the Rating Agencies such regular reports in the form and at the times requested by such Rating Agencies as is necessary to maintain the Rating on the Notes.

(b) On or before January 31 of each calendar year, beginning with January 31, 2015, the Trustee or any other paying agent appointed hereunder shall furnish to each Person who at any time during the preceding calendar year was a Noteholder the information for the preceding calendar year, or the applicable portion thereof during which the Person was a Noteholder, any information that is required to be provided by an issuer of indebtedness under the Code to the holders of the Notes and such other customary information as is necessary to enable each Noteholder to prepare its federal income tax returns.

(c) The Corporation shall cause the Servicer(s) to prepare and provide periodic reports at the times and in manner specified in Section 4.09(b)(iii) hereof.

Section 4.22. Parity and Priority of Lien. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Corporation shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Notes, all of which shall be of equal rank without preference, priority or distinction of any of the Notes over any other

thereof, except as expressly provided in this Indenture with respect to certain payment and other priorities.

Section 4.23. Not an Investment Company. The Corporation is not an “investment company” within the meaning of the Investment Company Act of 1940, as amended, or is exempt from all provisions of such Investment Company Act.

Section 4.24. Continuing Disclosure. The Corporation and the Trustee hereby covenant and agree that they will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Indenture, failure of the Corporation or the Trustee to comply with this covenant or the Continuing Disclosure Agreement shall not be considered an Event of Default; however, subject to Section 6.03 hereof, and if the Trustee shall have been indemnified as provided in Section 7.05 hereof, then the Trustee may (and, at the request of any “participating underwriter” as defined in Rule 15c2-12 adopted by the Securities and Exchange Commission under the Exchange Act (which shall include the Initial Purchaser) or the Registered Owners of at least a majority of the aggregate principal amount of the Notes then Outstanding, shall) or any Registered Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Corporation or the Trustee, as the case may be, to comply with its obligations under this Section.

Section 4.25. Student Loan Purchase Agreements. The Corporation shall take actions reasonably necessary to enforce all material provisions of any of its Student Loan Purchase Agreements requiring a Seller to repurchase Student Loans Financed under this Indenture, including, without limitation, those Student Loans which have lost or never had their Guarantee or Insurance due to actions or omissions of such Seller. The Corporation shall cause all Student Loan Purchase Agreements to include adequate provisions for the transfer of title to the Financed Student Loans, free and clear of any liens, upon payment of the purchase price therefor.

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 Trustee for the benefit of the Registered Owners:

- (i) Acquisition Fund;
- (ii) Capitalized Interest Fund;
- (iii) Collection Fund;
- (iv) Debt Service Reserve Fund; and
- (v) Department Reserve Fund.

The Trustee is hereby authorized, upon notice to the Corporation, for the purpose of facilitating the administration of the Trust Estate and its duties under this Indenture and for the administration of any Notes issued hereunder to create further Accounts and Subaccounts in any of the various Funds established hereunder which are deemed necessary or desirable, or to close any Trust Fund (other than those enumerated in clauses (i) through (v) above which shall be closed as provided herein) which the Trustee deems no longer necessary or appropriate for the proper administration of such duties.

(b) Funds on deposit in each fund specified in Section 5.01(a)(i) through (iv) above (collectively, the “Trust Funds,” which definition, for avoidance of doubt, specifically excludes the Department Reserve Fund), shall be invested by the Trustee (or any custodian or designated agent with respect to any amounts on deposit in such accounts) in Investment Securities pursuant to written instructions from the Corporation as provided in Section 5.07 hereof. All Trust Funds shall be held and maintained by the Trustee, and shall be identified by the Trustee according to the designations herein provided in such manner as to distinguish such Trust Funds from the funds and accounts established by the Corporation for any of its other obligations.

All moneys or securities held by the Trustee pursuant to this Indenture shall be held in trust and applied only in accordance with the provisions of this Indenture. On the fourth Business Day preceding each Distribution Date, all interest and other investment income (net of losses and investment expenses) in the Trust Funds shall be deemed to constitute a portion of the Available Funds for each Distribution Date. For the avoidance of doubt, Available Funds for each Distribution Date shall include the maturity value of Investment Securities that mature on the Business Day preceding the Distribution Date.

Section 5.02. Collection Fund.

(a) *Deposits to Collection Fund.* On the Issue Date, there shall be deposited into the Collection Fund \$2,930,714.43 from the proceeds of the sale of the Notes. There shall be deposited to the Collection Fund (i) all Available Funds and all other moneys and investment income derived from assets on deposit in and transfers from the Acquisition Fund (as described in Section 5.03 hereof), the Capitalized Interest Fund (as described in Section 5.06 hereof), the Debt Service Reserve Fund (as described in Section 5.04 hereof) and the Department Reserve Fund (as described in Section 5.05 hereof), (ii) amounts deposited pursuant to Section 2.01(c) hereof and Section 10.03, and (iii) any other amounts deposited thereto upon receipt of deposit instructions from the Corporation. The Trustee shall deposit into the Collection Fund daily, in addition to all loan revenues with respect to the Financed Student Loans, all moneys received by or on behalf of the Corporation as assets of, or with respect to, the Trust Estate. Moneys on deposit in the Collection Fund shall be transferred or distributed by the Trustee in the amounts and on the Distribution Dates or other dates specified in this Article and in the priority described in this Section. The Trustee may conclusively rely on all written instructions of the Corporation described in this Indenture with no further duty to examine or determine the information provided by the Corporation for the Distribution Date Certificate. Upon Corporation Order, moneys in the Collection Fund shall be used on any date to pay, when

due, the amounts described in clauses (a)(i) through (iii) of the definition of Available Funds contained in Article I hereof.

(b) ***Payments on Distribution Dates.*** Except as provided in Section 6.02 hereof, the Corporation shall instruct the Trustee in writing no later than the fourth Business Day preceding each Distribution Date (based on the information contained in the Distribution Date Certificate) to make the following deposits and distributions from the Available Funds in the Collection Fund received during the related Collection Period (including any amounts transferred from the Debt Service Reserve Fund pursuant to Section 5.04 hereof) to the Persons or to the account specified below by 3:00 p.m., Eastern time on such Distribution Date, in the following order of priority, and the Trustee shall comply with such instructions:

(i) for deposit into the Department Reserve Fund, the Department Reserve Fund Requirement for such Distribution Date and any other required payments to the Department with respect to the Financed Student Loans to the extent remaining unpaid from prior periods;

(ii) to pay to the Trustee, the Trustee Fee due with respect to such Distribution Date, and any Trustee Fee remaining unpaid from prior periods;

(iii) to pay to the Corporation, the Servicing Fees due with respect to the preceding calendar month, together with Servicing Fees remaining unpaid from prior periods, out of which amount the Corporation shall pay to any third-party Servicer and any Back-up Servicer, if applicable, fees and expenses owed under the applicable Servicing Agreement up to the amount received by the Corporation;

(iv) to pay to the Administrator, the Administration Fees due and unpaid with respect to the preceding calendar month, together with Administration Fees remaining unpaid from prior periods, and to pay to the Rating Agencies, the Rating Agency Surveillance Fee when due;

(v) to pay to the Noteholders, the Interest Distribution Amount payable on such Distribution Date; pro rata if not sufficient to pay in full, based on amounts owed to each such party, without preference or priority of any kind;

(vi) to deposit to the Debt Service Reserve Fund, the amount, if any, necessary to reinstate the balance of the Debt Service Reserve Fund up to the Debt Service Reserve Fund Requirement;

(vii) to the Noteholders, all remaining amounts as payments of principal, on a pro rata basis, until the Notes have been paid in full; and

(viii) after application of the preceding clauses, any remaining amounts to the Corporation, free and clear of the lien of this Indenture.

If the Available Funds received during the related Collection Period are not sufficient to make the payments or deposits required pursuant to clauses (i) through (v) of this subsection (b), then, after any required transfers from the Capitalized Interest Fund pursuant to Section 5.06 hereof and the Debt Service Reserve Fund pursuant to Section 5.04 hereof, any other Available Funds on deposit in the Collection Fund, which the Corporation would have deemed Available Funds for the following Collection Period pursuant to the Form of Distribution Date Certificate attached as Exhibit A-1 hereto, may be used to make the payments or deposits required pursuant to clauses (i) through (vi) of this subsection (b). The Corporation shall, or shall direct the Trustee to, notify the Rating Agencies by forwarding a copy of the relevant Distribution Date Information Form if the Available Funds received during the related Collection Period are not sufficient to make the payments or deposits required pursuant to clauses (i) through (vi) of this subsection (b), after any required transfers from the Capitalized Interest Fund and the Debt Service Reserve Fund, and such payments or deposits were made with other Available Funds on deposit in the Collection Fund for the following Collection Period.

(c) ***Payments on December 26, 2014.*** Except as provided in Section 6.02 hereof, the Corporation shall instruct the Trustee in writing no later than the fourth Business Day preceding December 26, 2014 (based on the information contained in a Corporation Order) to make the deposits and distributions from all amounts then on deposit in the Collection Fund by 3:00 p.m. Eastern time on December 26, 2014, in the amounts, the order of priority and to the Persons or to the account specified in clause (i) through (iv) of subsection (b) above, and the Trustee shall comply with such instructions. To the extent the amounts on deposit in the Collection Fund are insufficient to make the required payments or deposits specified in the preceding sentence, the Corporation Order described above shall also include instructions to the Trustee to withdraw, *first*, from the Capitalized Interest Fund pursuant to Section 5.06 hereof and, *second*, from the Debt Service Reserve Fund pursuant to Section 5.04 hereof, an amount equal to such deficiency and deposit such amount in the Collection Fund for application as specified.

Section 5.03. Acquisition Fund.

On the Issue Date, there shall be deposited into the Acquisition Fund \$146,130,884.55 from the proceeds of the sale of the Notes; such amount shall be transferred without further direction to the 1998 Trustee to acquire all of the Student Loans currently held in the 1998 Indenture. Any amounts remaining in the Acquisition Fund ten days after the Issue Date will be transferred to the Collection Fund eleven days after the Issue Date. All Financed Student Loans shall be held by the Trustee or its agent or bailee (including the Servicer thereof) and shall be pledged to the Trust Estate and accounted for as part of the Acquisition Fund.

Section 5.04. Debt Service Reserve Fund.

(a) On the Issue Date, there shall be deposited to the Debt Service Reserve Fund, \$770,373.77 from the proceeds of the sale of the Notes or other amounts deposited by the Corporation. Thereafter, the Trustee shall transfer to the Debt Service Reserve Fund from the Collection Fund all amounts designated for transfer thereto pursuant to

Section 5.02(b)(vi) hereof. On each Distribution Date or December 26, 2014, to the extent there are insufficient moneys in the Collection Fund received during the related Collection Period (or in the Collection Fund with respect to December 26, 2014) or the Capitalized Interest Fund to make the transfers required by Section 5.02(b)(i) through (v) (Section 5.02(b)(i) through (b)(iv) only with respect to December 26, 2014) or Section 5.02(c) hereof, as applicable (other than transfers to repurchase Financed Student Loans from any Guaranty Agency or a Servicer as described in clause (a)(i) of the definition of Available Funds), the Corporation shall provide written instructions to the Trustee pursuant to Section 5.02(b) or 5.02(c) hereof, as applicable, and the Trustee shall, pursuant to such written instructions, withdraw from the Debt Service Reserve Fund on such Distribution Date or December 26, 2014, as applicable, an amount equal to such deficiency and deposit such amount in the Collection Fund as specified.

(b) If the full amount required to restore the Debt Service Reserve Fund to the applicable Debt Service Reserve Fund Requirement is not available in the Collection Fund on a Distribution Date, the Trustee shall continue to transfer funds from the Collection Fund as they become available and in accordance with Section 5.02(b)(vi) until the deficiency in the Debt Service Reserve Fund has been eliminated. If, after giving effect to the distributions from the Debt Service Reserve Fund pursuant to subsection (a) of this Section, the amount on deposit in the Debt Service Reserve Fund on any Distribution Date is greater than the Debt Service Reserve Fund Requirement, the Corporation shall instruct the Trustee in writing to withdraw from the Debt Service Reserve Fund on such Distribution Date an amount equal to such excess and to deposit such amount in the Collection Fund.

(c) Amounts on deposit in the Debt Service Reserve Fund, other than amounts in excess of the Debt Service Reserve Fund Requirement that are transferred to the Collection Fund, will not be available to make principal payments on the Notes except upon the final Stated Maturity Date or earlier (i) upon the occurrence of an Event of Default and an acceleration of the Notes, in which case, the amount on deposit shall be applied in accordance with Section 6.02 hereof or (ii) if amounts on deposit in the Debt Service Reserve Fund, together with other Available Funds, are equal to or exceed the Outstanding Amount of and accrued interest on the Notes as described in Section 2.01(f) hereof. If on the Stated Maturity Date, and after giving effect to the distribution of the Available Funds on such Stated Maturity Date, the principal amount of the Notes will not be reduced to zero, the Corporation shall instruct the Trustee in writing to withdraw from the Debt Service Reserve Fund on such Stated Maturity Date an amount equal to the amount needed to reduce the principal amount of the Notes to zero and to deposit such amount in the Collection Fund for application to payment of the Outstanding Amount of the Notes.

(d) On the final Distribution Date, following the payment in full of the Outstanding Amount of the Notes and all accrued and unpaid interest thereon and of all other amounts owing or to be distributed hereunder to Noteholders, the Trustee, the Administrator, or the Corporation, any amount remaining on deposit in the Debt Service Reserve Fund after all amounts owing or to be distributed as set forth above shall have been made shall be distributed to the Corporation.

Section 5.05. Department Reserve Fund. The Trustee shall transfer to the Department Reserve Fund from the Collection Fund all amounts designated for transfer thereto pursuant to Section 5.02(b)(i) hereof. Amounts on deposit in the Department Reserve Fund shall be applied as directed by the Corporation to pay (a) to the Department (i) the Department Rebate Interest Amount due on each Department Rebate Payment Date or any amounts remaining unpaid from prior periods and (ii) the Monthly Consolidation Loan Rebate Fees or any other amounts owed to the Department when due, (b) to a Guaranty Agency any payment then due and payable that relates to its Guaranty of any Financed Student Loans; and (c) any other such payment then accrued to the Corporation, another entity or trust estate, if amounts under this Indenture due to the Department or a Guaranty Agency with respect to the Financed Student Loans were paid by the Corporation or such other entity or trust estate, pursuant to any Joint Sharing Agreement. If the Corporation determines that excess funds are on deposit in the Department Reserve Fund, the Corporation shall direct the Trustee in a Corporation Order to transfer such excess to the Collection Fund. If amounts on deposit in the Department Reserve Fund are insufficient to make any required payments to the Department, the Corporation shall direct the Trustee in a Corporation Order to transfer funds equal to such deficiency from the Collection Fund to the Department Reserve Fund to pay such amount to the Department. Amounts in the Department Reserve Fund are not part of the Trust Estate and shall not be subject to a security interest, lien or charge in favor of the Trustee.

Section 5.06. Capitalized Interest Fund. On the Issue Date, there shall be deposited to the Capitalized Interest Fund \$1,540,000 from the proceeds of the sale of the Notes or other amounts deposited by the Corporation.

On each Distribution Date or December 26, 2014, to the extent there are insufficient moneys in the Collection Fund received during the related Collection Period (or in the Collection Fund with respect to December 26, 2014) to make the transfers required by Section 5.02(b)(i) through (v) (Section 5.02(b)(i) through (b)(iv) only with respect to December 26, 2014) or Section 5.02(c) hereof, as applicable (other than transfers to repurchase Financed Student Loans from any Guaranty Agency or a Servicer as described in clause (a)(i) of the definition of Available Funds), the Corporation shall provide written instructions to the Trustee pursuant to Section 5.02(b) or 5.02(c) hereof, as applicable, and the Trustee shall, pursuant to such written instructions, withdraw from the Capitalized Interest Fund on such Distribution Date or December 26, 2014, as applicable, an amount equal to such deficiency and deposit such amount in the Collection Fund as specified. On the December 2015 Distribution Date, the Trustee will transfer any amounts remaining in the Capitalized Interest Fund to the Collection Fund.

Section 5.07. Investment of Funds Held by Trustee. The Trustee shall invest money held for the credit of any Fund or Account held by the Trustee hereunder as directed in writing by an Authorized Representative of the Corporation, to the fullest extent practicable and reasonable, in Investment Securities which shall mature or be redeemed at the option of the holder so that such funds will be available at the close of business on the Business Day prior to the respective dates when the money held for the credit of such Fund or Account or Subaccount will be required for the purposes intended; provided, that funds deposited in a Fund or Account on a Business Day which immediately precedes a Distribution Date are not required to be invested overnight. In the absence of any such direction and to the extent practicable, the Trustee shall invest amounts held hereunder in those Investment Securities described in

clause (h) of the definition of “Investment Securities.” All such investments shall be held by (or by any custodian on behalf of) the Trustee, as trustee for the benefit of the Noteholders, at a financial institution (which may include the Trustee) for which the long-term rating of S&P is not less than “A-,” or the respective short-term equivalent thereof; provided that (i) all interest and other investment earnings collected on funds on deposit in any Fund or Account shall be deposited into the Collection Fund and shall be deemed to constitute a portion of the Available Funds, and (ii) if the long term rating of S&P of the financial institution at which such investments are held (including the ratings of Trustee to the extent held thereby), at any time fall below “A-” (or the short-term equivalent rating thereof), the Trustee shall provide notice to the Corporation and shall promptly (and in any event, within 30 calendar days of the date of such downgrade), either (i) transfer amounts on deposit in any Fund or Account established under this Indenture or deposit any such investment securities with a financial institution designated in writing by the Corporation having a long term rating of at least “A-” by S&P, or the short-term equivalent thereof, or (ii) with respect to Investment Securities held at the Trustee, submit a written action plan to S&P to remedy such downgrade of the Trustee within a period not to exceed an additional thirty (30) calendar days of such loss of eligibility, provided that, to the extent such exposures cannot be addressed by collateralization, given the nature of the exposure (i.e. issuer account banks), then such remedy period may be extended, with respect to S&P, for up to an additional thirty (30) calendar days if the Trustee provides S&P with a written action plan before the initial thirty (30) day period expires. Any such costs and expenses associated with such remedial action shall not be expenses of the Corporation and shall be unreimburseable expenses of the Trustee.

The Trustee and the Corporation hereby agree that unless an Event of Default shall have occurred hereunder, the Corporation 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 or oral direction.

The Investment Securities purchased shall be held by the Trustee and shall be deemed at all times to be part of such Fund or Account or Subaccounts or combination thereof, and the Trustee shall inform the Corporation of the details of all such investments. Earnings with respect to, and any net gain on the disposition of, any such investments, shall be deposited immediately upon receipt into the Collection Fund in accordance with Section 5.01(a) hereof. Upon, and in accordance with, direction in writing (or orally, confirmed in writing) from an Authorized Representative of the Corporation, the Trustee shall sell or present for redemption, any Investment Securities whenever it shall be necessary to provide money to meet any payment from the applicable Fund. The Trustee shall provide electronic access to the Corporation to information relating to 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 any investments which were sold or liquidated for less than their value at the time thereof.

Money in any Fund constituting a part of the Trust Estate may be pooled for the purpose of making investments and may be used to pay accrued interest on Investment Securities purchased. The Trustee and its Affiliates may act as principal or agent in the acquisition or disposition of any Investment Securities.

Notwithstanding the foregoing, the Trustee shall not be responsible or liable for any losses 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 Corporation or its designee in compliance with the Trustee's standard of care described in Article VII hereof.

The Corporation shall retain the authority to institute, participate and join in any plan of reorganization, readjustment, merger or consolidation with respect to the issuer of any 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 5.08. Release.

(a) The Trustee shall, upon Corporation Order and subject to the provisions of this Indenture, take all actions reasonably necessary to effect the release of any Financed Student Loans from the lien of this Indenture to the extent the terms hereof permit the sale, disposition or transfer of such Financed Student Loans.

(b) Subject to the payment of its fees and expenses pursuant to Sections 7.05 and 7.07 hereof, the Trustee may, and when required by the provisions of this Indenture shall, execute instruments to release property from the lien of this Indenture or convey the Trustee's interest in the same in a manner and under circumstances that are not inconsistent with the provisions of this Indenture. No party relying upon an instrument executed by the Trustee as provided in this Article shall be bound to ascertain the Trustee's authority, inquire into the satisfaction of any conditions precedent or see to the application of any moneys.

(c) The Trustee shall, at such time as there are no Outstanding Notes and all sums due the Trustee pursuant to Sections 7.05 and 7.07 hereof and all amounts payable to each Servicer, the Administrator, the Corporation and all other amounts payable by the Corporation pursuant to the Indenture have been paid, release any remaining portion of the Trust Estate that secured the Notes from the lien of this Indenture and release to the Corporation or any other Person entitled thereto any funds then on deposit in the Funds and Accounts, and any remaining Funds and Accounts shall thereafter be closed.

(d) Subject to the provisions of this Indenture and except as provided herein, the Trustee shall release property from the lien of this Indenture only upon receipt of written instruction from the Corporation.

(e) Each Registered Owner, by the acceptance and purchase of a Note, acknowledges that, from time to time, the Trustee shall release the lien of this Indenture on any Financed Student Loan to be sold or transferred as permitted by this Section, and each Registered Owner, by the acceptance of a Note, consents to any such release.

(f) Except (i) as provided in Article III and Section 10.03 hereof and this Section, (ii) for consolidation or serialization purposes, (iii) for transfers to a Guaranty

Agency, (iv) for transfers to a Servicer pursuant to its repurchase obligation under the applicable Servicing Agreement, (v) for transfers to a Seller pursuant to its repurchase obligation under its Student Loan Purchase Agreement; (vi) for transfers to the Corporation pursuant to its repurchase obligation pursuant to Sections 4.08(e) and 4.14 hereof; (vii) for sales of the Financed Student Loans required by law or (viii) as set forth in the following sentence, Financed Student Loans shall not be sold, transferred or otherwise disposed of by the Corporation while any of the Notes are Outstanding. The Corporation may sell or otherwise release Financed Student Loans free from the lien of this Indenture, so long as (a) the sale or release price for any Financed Student Loan is not less than the Purchase Amount of such Financed Student Loan, (b) the collective aggregate principal balance of all such sales or releases does not exceed 10% of the Initial Pool Balance, (c) any sale of Financed Student Loans described in this sentence (I) will not cause a material change in the overall composition of the pool of Financed Student Loans and (II) will result in the remaining Financed Student Loans having substantially similar key characteristics to the Financed Student Loans existing immediately prior to the sale or release (for purposes of this clause (c), key characteristics of the Financed Student Loans are loan type, loan status, delinquency status, remaining pay term, seasoning (number of payments made), borrower benefits, borrower rate, Special Allowance Payment rate, Special Allowance Payment index, guaranteed percentage, loans first disbursed prior to April 1, 2006, Servicer, Guaranty Agency and state), and (d) the Corporation hereby certifies as to compliance with clauses (a), (b) and (c) above to the Trustee, upon which the Trustee may conclusively rely. The Corporation hereby certifies, upon which the Trustee may conclusively rely, that any Financed Student Loan sold or released pursuant to this Indenture (except in accordance with Section 10.02 hereof) shall not be sold or released for a price less than the Purchase Amount of such Financed Student Loan. The Corporation shall provide notice of any sale or release of Financed Student Loans from the lien of the Indenture to the Rating Agencies.

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 the Notes when due and payable on the related Stated Maturity Date;
- (b) default in the due and punctual payment of the Interest Distribution Amount on the Notes when due and such default shall continue for a period of five (5) Business Days;
- (c) default in the performance or observance of any other of the covenants, agreements, or conditions on the part of the Corporation to be kept, observed, and performed contained in this Indenture or in the Notes, 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 Authorized Representative of the Corporation; and

(d) the occurrence of an Event of Bankruptcy.

In no event shall the failure to pay principal of the Notes (except failure to pay principal of the Notes on the Stated Maturity Date) be an Event of Default hereunder.

Although the Interest Shortfall Amount may be used for administrative purposes to track any unpaid and overdue interest on the Notes, any failure to pay interest on the Notes when due as described in Section 6.01(b) hereof shall be an Event of Default hereunder.

The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default described in Sections 6.01(c) and (d) hereof, unless and until the Trustee shall have actual knowledge of the occurrence of an Event of Default thereunder or shall have been specifically notified in writing of such Event of Default by an Authorized Representative of the Corporation, a Servicer, the Administrator or the Registered Owners of at least 25% in aggregate principal amount of all Notes then Outstanding, delivered to the Principal Office of the Trustee identified in Section 9.01 hereof, and in the absence of such notice so delivered the Trustee may conclusively assume no such Event of Default exists.

Any notice herein provided to be given to the Authorized Representative of the Corporation with respect to any default shall be deemed sufficiently given if sent by registered mail with postage prepaid to the Person to be notified, addressed to such Person at the post office address as shown in Section 9.01 hereof or such other address as may hereafter be given as the Principal Office of the Corporation in writing to the Trustee by an Authorized Officer of the Corporation. 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 a majority of the aggregate principal amount of the Notes then Outstanding.

Section 6.02. Remedy on Default; Possession of Trust Estate. Upon an acceleration of the Notes in accordance with Section 6.09 hereof due to the occurrence of an Event of Default under Section 6.01(a), (b) or (d) hereof, the Trustee, personally or by its attorneys or agents, may take possession of the Trust Estate as described in this Section. Furthermore, the Trustee, personally or by its attorneys or agents, shall take possession of the Trust Estate as described in this Section (i) at the written direction of the Registered Owners representing not less than a majority in aggregate principal amount of the Notes Outstanding at the time, upon an acceleration of the Notes in accordance with Section 6.09 hereof due to the occurrence of an Event of Default under Section 6.01(a), (b) or (d) hereof or (ii) at the written direction of the Registered Owners representing not less than a majority in aggregate principal amount of the Notes then Outstanding upon the occurrence of an Event of Default under Section 6.01(c) hereof. In accordance with the preceding sentences, the Trustee shall, 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 Corporation 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 Corporation 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 Corporation 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 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:

FIRST, pro rata, based on amounts due and owing, to the Department or any Guaranty Agency any amount due and owing and to make any payments required under any Joint Sharing Agreement or to otherwise pay to the appropriate Person amounts which are allocable to Student Loans which are not pledged as part of the Trust Estate hereunder;

SECOND, to the Trustee and any third party agent appointed hereunder, any Trustee Fee and reasonable expenses incurred hereunder, if any, due and owing;

THIRD, to the Corporation, any Servicing Fees due and remaining unpaid, out of which amount the Corporation shall pay to any third-party Servicer and any Back-up Servicer, if applicable, fees and expenses due and remaining unpaid under the Servicing Agreements;

FOURTH to the Administrator, any Administration Fees due and remaining unpaid and to the Rating Agencies, the Rating Agency Surveillance Fee due and remaining unpaid;

FIFTH, to the Noteholders for amounts due and unpaid for interest (including any Interest Shortfall), ratably without preference or priority of any kind according to the amounts due and payable, such interest;

SIXTH, to the Noteholders for amounts due and unpaid for principal, ratably, without preference or priority of any kind according to the amounts due and payable, such principal; and

SEVENTH, to the Corporation.

The Trustee may fix a Record Date and payment date for any payment to Registered Owners pursuant to this Section. At least 15 days before such Record Date, the Trustee shall mail to each Registered Owner and the Corporation a notice that states the Record Date, the payment date and the amount to be paid.

Section 6.03. Remedies on Default; Advice of Counsel. Upon the happening of any Event of Default, the Trustee may or, if instructed by the Registered Owners of at least a majority of the aggregate principal amount of the Notes at the time Outstanding, shall proceed to protect and enforce the rights of the Trustee and the Registered Owners in such manner, 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 the Trustee or such Noteholders shall deem most effectual to protect and enforce the rights aforesaid.

Section 6.04. Remedies on Default; Sale of Trust Estate. Upon the happening of any Event of Default and if the principal of all of the Outstanding Notes shall have been declared due and payable pursuant to Section 6.09 hereto, 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 or, if instructed by the Registered Owners of at least a majority of the aggregate principal amount of the Notes at the time Outstanding, shall sell, with or without entry, to the highest bidder the Trust Estate, and all right, title, interest, claim and demand thereto and the right of redemption thereof, at any such place or places, and at such time or times and upon such notice and terms as may be required by law; provided that the Trustee is authorized to hire an agent which may be selected by and at the expense of the Corporation, to undertake any sale of Trust Estate assets authorized hereunder. 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 Corporation 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 Corporation, 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 Corporation, 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 for the purpose which may be designated in such request. In addition, the Trustee may or, if instructed by the Registered Owners of at least a majority of the aggregate principal amount of the Notes at the time Outstanding, shall proceed to protect and enforce the rights of the Trustee and the Registered Owners of the Notes in such manner, 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 the Trustee or such Registered Owners shall deem most 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 a majority of the aggregate principal amount of the Notes at the time Outstanding.

Notwithstanding the foregoing, the Trustee is prohibited from selling the Financed Student Loans following an Event of Default (whether or not the principal of all Outstanding Notes shall have been declared due and payable), other than an Event of Default under Section 6.01(a) or (b) hereof, unless:

- (a) the Registered Owners of all Notes at the time Outstanding consent to such a sale;
- (b) the proceeds of such a sale will be sufficient to discharge all the Outstanding Notes pursuant to Article X hereof at the date of such a sale; or

(c) the Trustee determines that the collections on the Financed Student Loans would not be sufficient on an ongoing basis to make all payments on the Notes as such payments would have become due if the Notes had not been declared due and payable, and the Trustee obtains the consent of the Registered Owners of at least 66-2/3% in aggregate principal amount of the Notes at the time Outstanding.

Section 6.05. Appointment of Receiver. In case an Event of Default occurs, and if all of the Outstanding Notes shall have been declared due and payable and in case any judicial proceedings are commenced to enforce any right of the Trustee or of the 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 Corporation, 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 Trustee and of 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 pursuant to Article VI hereof, any Registered Owner or Registered Owners or committee of Registered Owners 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 Notes owned by such purchasers that are hereby secured and any interest thereon due and unpaid, by presenting such Notes 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 Notes 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 Corporation or whomsoever shall be lawfully entitled thereto.

Section 6.09. Accelerated Maturity. If (a) an Event of Default set forth in Section 6.01(a) or (b) hereof shall have occurred and be continuing, the Trustee may declare, or upon the written direction by the Registered Owners of at least a majority of the aggregate principal amount of the Notes then Outstanding, the Trustee shall declare or (b) an Event of Default set forth in Section 6.01(c) hereof shall have occurred and be continuing, upon the written direction by the Registered Owners of at least a majority of the aggregate principal amount of the Notes then Outstanding, the Trustee shall declare, the principal of all Notes then Outstanding, and the interest thereon, if not previously due, immediately due and payable,

anything in the Notes or this Indenture to the contrary notwithstanding, and upon any such declaration the unpaid principal amount of all Notes then Outstanding, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable, subject, however, to Section 6.04 hereof. If an Event of Default set forth in Section 6.01(d) hereof shall have occurred and be continuing, the principal of all Notes Outstanding, together with accrued and unpaid interest thereon through the date of such Event of Default, shall become immediately due and payable.

At any time after such declaration of acceleration of maturity has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee as hereinafter in this Article provided, the Registered Owners of Notes representing a majority in aggregate principal amount of the Notes then Outstanding, by written notice to the Corporation and the Trustee, may rescind and annul such declaration and its consequences if:

- (a) the Corporation has paid or deposited with the Trustee a sum sufficient to pay:
 - (i) all payments of principal of and interest on all Notes then Outstanding and all other amounts that would then be due hereunder or upon all Notes then Outstanding if the Event of Default giving rise to such acceleration had not occurred; and
 - (ii) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, any Servicer and their agents and counsel; and
- (b) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 6.14 hereof.

No such rescission shall affect any subsequent default or impair any right consequent thereto.

Section 6.10. Remedies Not Exclusive. The remedies herein conferred upon or reserved to the Trustee or the Registered Owners of Notes are not intended to be exclusive of any other remedy, but each remedy herein provided shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, and every power and remedy hereby given to the Trustee or to the Registered Owners of Notes, or any supplement hereto, may be exercised from time to time as often as may be deemed expedient. No delay or omission of the Trustee or of any Registered Owner of Notes to exercise any power or right arising from any default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or to be acquiescence therein.

Section 6.11. Direction of Trustee. Upon the happening of any Event of Default, the Registered Owners of at least a majority in aggregate principal amount of the Notes then Outstanding, shall have the right by an instrument or instruments in writing delivered to the Trustee to direct and control the Trustee as to taking any action or instituting any proceedings for any sale of any or all of the Trust Estate in accordance with, and subject to the satisfaction of the

further conditions set forth in Section 6.04 hereof, 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 Notes, but the Trustee shall be entitled to assume that the action requested by the Registered Owners of at least a majority of the aggregate principal amount of the Notes at the time Outstanding will not be prejudicial to any non-assenting Registered Owners unless the Registered Owners of at least a majority of the aggregate principal amount of the non-assenting Registered Owners, in writing, show the Trustee how they will be prejudiced. Provided, however, that anything in this Indenture to the contrary notwithstanding, the Registered Owners of at least a majority of the aggregate principal amount of the Notes then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture. The provisions of this Section shall be expressly subject to the provisions of Sections 6.09, 7.01(c), 7.05, 7.06 and 7.07 hereof.

Section 6.12. Right To Enforce in Trustee. No Registered Owner of any Note 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 a majority of the aggregate principal amount of the Notes then Outstanding (or, with respect to written requests made pursuant to Section 6.04(c) hereof, at least 66-2/3% in aggregate principal amount of the Notes at the time 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 costs, expenses, and liabilities to be incurred therein or thereby, which offer of indemnity shall be an express condition precedent hereunder to any obligation of the Trustee to take any such action hereunder, and the Trustee for 30 days after receipt of such notification, request, and offer of indemnity, shall have failed to institute any such action, suit or proceeding. It is understood and intended that no one or more Registered Owners of the Notes shall have the right in any manner whatever by his or their action to affect, disturb, or prejudice the lien of this Indenture or to enforce any right hereunder except in the manner herein provided and for the equal benefit of the Registered Owners of at least a majority of the collective aggregate principal amount of the Notes then Outstanding.

Section 6.13. Physical Possession of Obligations Not Required. In any suit or action by the Trustee arising under this Indenture or on all or any of the Notes issued hereunder, or any supplement hereto, the Trustee shall not be required to produce such Notes, but shall be entitled in all things to maintain such suit or action without their production.

Section 6.14. Waivers of Events of Default. The Trustee may in its discretion waive any Event of Default hereunder (other than an Event of Default described in Section 6.01(d) hereof) and its consequences and rescind any declaration of acceleration of Notes, and shall do so upon the written request of the Registered Owners of at least a majority of the aggregate principal amount of the Notes then Outstanding; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of or premium, if any, on any Outstanding Notes at the date of Maturity or redemption thereof, or any default in the payment when due of the interest on any such Notes, unless prior to such waiver or rescission, all payments required by Section 6.09 hereof have been paid or provided for or (b) any default in the payment of amounts set forth in Sections 7.05 and 7.07 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 Corporation, the Trustee and the Registered Owners of Notes shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to or affect any subsequent or other default, or impair any rights or remedies consequent thereon. The Trustee shall promptly give written notice to each Rating Agency of any waiver of an Event of Default pursuant to this Section.

Section 6.15. Collection on Indebtedness and Suits for Enforcement by the Trustee. Upon the occurrence and during the continuance of an Event of Default hereunder, the Trustee may, in its own name and as trustee of an express trust, institute a judicial proceeding for the collection of the sums due and unpaid hereunder, and may directly prosecute such proceeding to judgment or final decree, and the Trustee may enforce the same against the Corporation and collect the money adjudged or decreed to be payable in the manner provided by law and this Indenture.

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 manifest error or bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of, any such certificates or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same

to determine whether or not they conform as to form with the requirements of this Indenture.

(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) Before taking any action hereunder or refraining from taking any action hereunder, the Trustee may require that it be furnished an indemnity bond or other indemnity and security satisfactory to it by the Corporation or the Registered Owners, as applicable, for the reimbursement of all expenses to which it may be put and to protect it against all liability including costs incurred in defending itself against any and all charges, claims, complaints, allegations, assertions or demands of any nature whatsoever arising from or related to its role as Trustee, except liability which results from the negligence, willful misconduct or manifest error of the Trustee including without limitation negligence, willful misconduct or manifest error with respect to moneys deposited and applied pursuant to this Indenture.

(d) The Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder.

(e) Regardless of whether as provided therein, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee shall be subject to the provisions of this Article.

Section 7.02. Recitals of Others. The recitals, statements, and representations set forth herein and in the Notes shall be taken as the statements of the Corporation, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the title of the Corporation in the Trust Estate or as to the security afforded thereby and hereby, or as to the validity or sufficiency of this Indenture or of the Notes issued hereunder, and the Trustee shall incur no responsibility in respect of such matters.

Section 7.03. 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 (other than the filing of any continuation statements), or (e) to give notice of the existence of such lien, or for extending or supplementing the same or to see that any rights to the Trust Estate and Funds intended now or hereafter to be transferred in trust hereunder are subject to the lien hereof. The Trustee shall not be liable for failure of the Corporation 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 to the Trust Estate. The Trustee agrees to prepare, request that the Corporation execute (if such execution is necessary for any such filing) and file in a timely manner (if received from the Corporation in a

timely manner) with any necessary execution by the Corporation, the continuation statements referred to herein; provided, that the Trustee shall have no responsibility for the sufficiency, adequacy or priority of any initial filing and in the absence of written notice to the contrary by the Corporation or other Authorized Representative, may 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 duty hereunder, either itself or by or through its attorneys, agents, or employees, and it shall not be answerable and accountable for any negligence or willful misconduct of any such attorneys, agents, or employees appointed with due care by the Trustee. All reasonable costs incurred by the Trustee and all reasonable compensation to all such persons as may reasonably be employed in connection with the trusts hereof shall be paid by the Corporation.

Section 7.05. Indemnification of Trustee. Other than with respect to its duties to make payment on the Notes when due, and its duty to pursue the remedy of acceleration as provided respectively in Sections 6.02 and 6.09 hereof, for each of which no additional security or indemnity 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 notice of any Event of Default described in Section 6.01(c) or (d) hereof, unless and until the Trustee shall have actual knowledge of the occurrence of an Event of Default thereunder or shall have been specifically notified in writing of such Event of Default by an Authorized Representative of the Corporation, a Servicer, the Administrator or the Registered Owners of at least 25% in aggregate principal amount of all Notes then outstanding, delivered to the Principal Office of the Trustee identified in Section 9.01 hereof, and in the absence of such notice so delivered the Trustee may conclusively assume no such Event of Default exists. However, the Trustee may begin a suit, or appear in and defend a 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, or the Corporation in all other cases, for all fees, costs and expenses, liabilities, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith, unless such costs and expenses, liabilities, outlays and attorneys' fees and other reasonable disbursements properly incurred in connection therewith are adjudicated to have resulted from the negligence or willful misconduct of the Trustee. In furtherance and not in limitation of this Section, the Trustee shall not be liable for, and shall be held harmless by the Corporation from, following any Corporation Orders, instructions or other directions upon which the Trustee is authorized to rely pursuant to this Indenture or any other agreement to which it is a party. If the Corporation 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, (a) except during the continuance of an Event of Default, subject only to the prior lien of the Notes for the payment of the principal thereof, premium, if any, and interest thereon from the Collection Fund, and (b) 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.

The Corporation agrees, to the extent permitted by law, to indemnify the Trustee for, and to hold it harmless against, any loss, liability or expenses incurred without negligence or bad faith or willful misconduct on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself or its directors, employees or agents against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder. The provisions of this Section shall survive the Trustee's resignation or removal.

Section 7.06. Trustee's Right to Reliance. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, appraisal, opinion, report or document of the Corporation or any Servicer or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties; and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instance, 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 experts and with counsel (who may but need not be counsel for the Corporation, the Trustee, or for a Registered Owner or who may be Note Counsel), and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered, and in respect of any determination made by it hereunder in good faith and in accordance with the opinion of such counsel.

Whenever in the administration hereof the Trustee shall reasonably deem it desirable that a matter be proved or established prior to taking, suffering, or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may require and, in the absence of bad faith or manifest error on its part, may rely upon a certificate signed by an Authorized Representative of the Corporation or an authorized officer of a Servicer. Whenever in the administration hereof the Trustee is directed to comply with a Corporation Order, the Trustee will be entitled to act in reliance on such Corporation Order; provided, however, that the Trustee shall not comply with any Corporation Order which does not comply with the express terms and provisions of this Indenture or which directs the Trustee to take any action that is not expressly permitted by the terms and provisions of this Indenture.

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 Corporation or any Servicer but the Trustee may require of the Corporation or any Servicer full information and advice as to the performance of any covenants, conditions or agreements pertaining to Financed Student 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. In no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damages of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood thereof and regardless of the form of action.

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 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 the majority of the collective principal amount of the Notes then Outstanding (or in the case of a direction given in accordance with the provisions of (i) Section 6.02 hereof for an Event of Default under Section 6.01(c) hereof, (ii) Section 6.09 regarding an acceleration of the Maturity of the Notes after the occurrence of an Event of Default or (iii) Section 6.04 hereof regarding the sale of Financed Student Loans after the occurrence of an Event of Default) 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.

Section 7.07. Compensation of Trustee. Except as otherwise expressly provided herein, all advances, counsel fees (including without limitation allocated fees of in-house counsel) and other expenses reasonably made or incurred by the Trustee in and about the execution and administration of the trust hereby created and reasonable compensation to the Trustee for its services in the amount of the Trustee Fee shall be paid by the Corporation. Subject to Section 9.15 hereof, the compensation of the Trustee shall not be limited to or by any provision of law in regard to the compensation of Trustees of an express trust. If not paid by the Corporation, the Trustee shall have a lien against all money held pursuant to this Indenture, (a) except during the continuance of an Event of Default, subject only to the prior lien of the Notes against the money and investments in the Collection 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.

Section 7.08. Trustee May Own Notes. The Trustee hereunder, or any successor Trustee, in its individual or other capacity, may become the owner or pledgee of Notes and may otherwise deal with the Corporation, 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 Notes or of this Indenture, whether or not any such committee shall represent the Registered Owners of more than 51% of the collective aggregate principal amount of all Outstanding Notes.

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 Corporation notice in writing which notice shall specify the date on which such resignation is to take effect; provided, however, that such resignation shall only take effect on the day specified in such notice if a successor Trustee shall have been appointed pursuant to Section 7.11 hereof (and is qualified to be the Trustee under the requirements of Section 7.11 hereof). If no successor Trustee has been appointed by the later of the date specified or 30 days after the receipt of the notice by the Corporation, 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 Corporation to appoint a successor, as provided in Section 7.11 hereof, within three days of the receipt of citation or notice by the court, or (ii) appoint a Trustee having the qualifications provided in Section 7.11 hereof. In no event may the resignation of the Trustee be effective until a qualified successor Trustee shall have been selected and appointed. In the event a temporary successor Trustee is appointed pursuant to (a) above, the Corporation may remove such temporary successor Trustee and appoint a successor thereto pursuant to Section 7.11 hereof. The Corporation or the Trustee pursuant to Section 7.18 hereof, shall promptly provide the Rating Agencies with notice of the resignation of the Trustee.

Section 7.10. Removal of Trustee. The Trustee or any successor Trustee may be removed (a) at any time by the Registered Owners of at least a majority of the collective aggregate principal amount of the Notes then Outstanding, (b) by the Corporation for cause or upon the sale or other disposition of the Trustee or its trust functions; or (c) by the Corporation without cause so long as no Event of Default as described in Section 6.01(a), (b) or (d) hereof 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 Corporation and acceptance thereof by said successor.

One copy of any such order of removal shall be filed with the President and CEO of the Corporation, the Trustee so removed and each of the Rating Agencies.

In the event the 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 Corporation shall have appointed a successor in each case, in accordance with Section 7.11 hereof, 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 as described in Section 7.10 hereof in the case of removal by the Registered Owners or by the

Corporation by an instrument in writing duly authorized by the Corporation. In the case of any such appointment by the Corporation of a successor to the Trustee, the Corporation shall forthwith cause notice thereof to be mailed to the Registered Owners of the Notes at the address of each Registered Owner appearing on the note registration books maintained by the Registrar and to each of the Rating Agencies.

Every successor Trustee appointed by the Registered Owners, by a court of competent jurisdiction, or by the Corporation shall be a bank or trust company independent of and unaffiliated with the Corporation, 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, be subject to supervision or examination by a federal or state authority, and be an Eligible Lender under the Higher Education Act so long as such designation is necessary to maintain guarantees and federal benefits under the Higher Education Act with respect to the Financed Student Loans originated under the Higher Education Act.

Section 7.12. Manner of Vesting Title in Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge, and deliver to its predecessor Trustee, and also to the Corporation, an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance shall become fully vested with all the estate, properties, rights, powers, trusts, duties, and obligations of its predecessors in trust hereunder (except that the predecessor Trustee shall continue to have the benefits to indemnification hereunder together with the successor Trustee), with like effect as if originally named as Trustee herein; but the Trustee ceasing to act shall nevertheless, on the written request of an Authorized Representative of the Corporation, or an authorized officer of the successor Trustee, execute, acknowledge, and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title, and interest of the Trustee which it succeeds, in and to the Trust Estate and such rights, powers, trusts, duties, and obligations, and the Trustee ceasing to act also, upon like request, shall pay over, assign, and deliver to the successor Trustee any money or other property or rights subject to the lien of this Indenture, including any pledged securities which may then be in its possession. Should any deed or instrument in writing from the Corporation 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 Corporation.

In case any of the Notes to be issued hereunder shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of the Trustee or of any successor to the Trustee; and in case any of the Notes shall not have been authenticated, any successor to the Trustee may authenticate such Notes in its own name; and in all such cases such certificate of authentication shall have the full force which it has anywhere in the Notes or in this Indenture.

Section 7.13. Additional Covenants by the Trustee To Conform to the Higher Education Act. The Trustee covenants that it will at all times be an Eligible Lender under the Higher Education Act so long as such designation is necessary, as determined by the

Corporation, shall maintain the guarantees and federal benefits under the Higher Education Act with respect to the Financed Student Loans and that it will not acquire from, dispose of or deliver any Financed Student Loans or any security interest in any such Financed Student Loans to any party who is not an Eligible Lender under the Higher Education Act so long as the Higher Education Act or Regulations adopted thereunder require an Eligible Lender to be the owner or holder of such Financed Student Loans; provided, however, that nothing above shall prevent the Trustee from delivering the Student Loans to a Servicer, a Seller or a Guaranty Agency if required by this Indenture or the applicable Servicing Agreement, Student Loan Purchase Agreement or Guaranty Agreement.

Section 7.14. Right of Inspection.

(a) A Registered Owner shall be permitted, upon not less than two Business Days' prior written notice, at reasonable times during regular business hours and in accordance with reasonable regulations prescribed by the Trustee to examine at the Principal Office of the Trustee a copy of 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 Corporation and any Servicer pertaining to Financed Student Loans, and to copy or take such memoranda from and in regard thereto as may be desired at the expense of the Corporation.

Section 7.15. 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 Corporation or any Servicer, 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 non-existence of any fact stated therein.

Section 7.16. Servicing Agreements. The Trustee shall upon request acknowledge the receipt of a copy of each Servicing Agreement delivered to it by the Corporation. The Trustee shall be under no duty to service the Financed Student Loans or to monitor the servicing of the Financed Student Loans.

Section 7.17. Additional Covenants of Trustee. The Trustee, by the execution hereof, covenants, represents and agrees that:

(a) it will not exercise any of the rights, duties, or privileges under this Indenture in such manner as would cause the Student Loans held or acquired under the terms hereof to be transferred, assigned, or pledged as security to any person or entity other than as permitted by this Indenture; and

(b) it will comply with the Higher Education Act and the Regulations and will, upon written notice from an Authorized Representative of the Corporation, the Secretary, or Guaranty Agency, use its reasonable efforts to cause this Indenture to be

amended (in accordance with Section 8.01 hereof) if the Higher Education Act or Regulations are hereafter amended so as to be contrary to the terms of this Indenture.

(c) The Trustee shall not waive any of the representations and warranties set forth in Section 4.20 hereof.

Section 7.18. Duty of Trustee With Respect to Rating Agencies. It shall be the duty of the Trustee to notify each Rating Agency then rating any of the Notes (but the Trustee shall incur no liability for any failure to do so) of (a) any amendment of or supplement to this Indenture, (b) redemption or acceleration of any or all the Notes, (c) any change in the Trustee, (d) the sale or release from the lien of the Indenture of all of the Financed Student Loans, (e) any increase in the Administration Fees or the Servicing Fees in an amount in excess of the permitted increases under this Indenture to the extent that the Trustee has received written notice thereof from the Corporation or Administrator in accordance with Section 4.08(a)(viii) and 4.10 hereof, (f) the occurrence of an Event of Default hereunder (or any waiver or rescission of any Event of Default) or (g) any other information required to be reported to each Rating Agency pursuant to the terms of 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. The Corporation shall make the notice relating to any Rating Notification 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 a Rating Agency under this Section shall be sent in writing (which writing may be made by electronic communication) at the following addresses, as applicable, or to the addresses of the applicable Rating Agencies:

Via electronic delivery to: Servicer_reports@sandp.com

For any information not available in electronic format:

Standard & Poor's Ratings Services
55 Water Street
New York, New York 10041-0003
Attention: ABS Surveillance Group

Fitch:

Via electronic delivery to:
(for servicer reports): surveillance-abs-consumer@fitchratings.com
(for all other electronic communications):
notifications.abs@fitchratings.com

For any information not available in electronic format:

Fitch Ratings
One State Street Plaza
New York, New York 10004
Attention: ABS Surveillance

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

Section 7.19. Merger of the Trustee, Etc. Any entity into which the Trustee may be merged or with which it may be consolidated, or any entity resulting from any merger or consolidation to which the Trustee shall be a party, or any entity 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 entity 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 7.20. Receipt of Funds From and Actions of Servicer or Custodian. The Trustee shall not be accountable or responsible in any manner whatsoever for (i) any action of the Corporation, the depository bank of any funds of the Corporation, or a Servicer or Custodian while such Servicer or Custodian is acting as bailee or agent of the Trustee with respect to the Student Loans (except to the extent provided in any applicable Servicing Agreement or Custodian Agreement), except for actions taken in compliance with any instruction or direction given by the Trustee, or (ii) the application of funds or moneys by such Servicer or a Custodian until such time as such funds or moneys are received by the Trustee. The Trustee shall not be liable for any act or omission by a Servicer or a Custodian. As described in Section 7.16 hereof, the Trustee shall be under no duty to service or monitor the servicing of Financed Student Loans and the Corporation shall be responsible for selecting, contracting with or otherwise engaging any Servicer and monitoring any Servicer.

The Corporation hereby directs the Trustee to enter into the following Custodian Agreements: a) the Custodian Agreement, dated as of November 1, 2014, by and among the Corporation, the Trustee, and Pennsylvania Higher Education Assistance Agency, b) the Custodian Agreement, dated as of November 1, 2012, by and among the Corporation, the Trustee, and Great Lakes Educational Loan Services, Inc., and c) the Custodian Agreement, dated as of November 1, 2014, by and among the Corporation, the Trustee, and Xerox Education Services, LLC.

Section 7.21. 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 7.22. 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 7.23. Trustee May File Proofs of Claim. In case of the pendency of any Event of Bankruptcy, the Trustee (irrespective of whether the principal of the Notes will then be due and payable as therein expressed or by declaration or otherwise) will be entitled and empowered by intervention in such proceeding or otherwise, to file and prove a claim for the whole amount of principal and interest owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary and advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and all other amounts due the Trustee, the Servicers and the Administrator under Section 5.02 or 6.02 hereof, as applicable) and of the Noteholders allowed in such judicial proceeding, and to collect and receive any funds or other property payable or deliverable on any such claims and to distribute the same; and any receiver, assignee, trustee, liquidator or other similar official in any such proceeding is hereby authorized by each Noteholder to make such payment to the Trustee, and in the event that the Trustee will consent to the making of such payments directly to the Noteholders, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee, the Servicers and the Administrator under Section 5.02 or 6.02 hereof, as applicable.

Nothing herein contained will be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Noteholder any plan of reorganization, arrangement, adjustment or composition affecting the Notes or the rights of any Noteholder thereof, or to authorize the Trustee to vote in respect of the claim of any Noteholder in any such proceeding.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

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

- (a) to cure any ambiguity or formal defect or omission in this Indenture or to correct or supplement any provision herein that may be inconsistent with other provisions hereof or with the offering memorandum relating to the initial offer and sale of the Notes;

(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 or to make changes necessary and desirable in connection with the implementation of other actions permitted under this Indenture;

(d) to modify, amend or supplement this Indenture or any indenture supplemental hereto in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939 or any similar federal statute hereafter in effect or to permit the qualification of the Notes for sale under the securities laws of the United States of America or of any of the states of the United States of America, and, if they so determine, to add to this Indenture or any indenture supplemental hereto such other terms, conditions and provisions as may be permitted by the Trust Indenture Act of 1939 or similar federal statute;

(e) to evidence the appointment of a separate or co-Trustee or a co-registrar or transfer agent or the succession of a new Trustee hereunder, or any additional or substitute Guaranty Agency or Servicer;

(f) to make any change as shall be necessary in order to obtain and maintain for any of the Notes an investment grade Rating from a nationally recognized rating service, if along with such Supplemental Indenture there is filed a Note 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 Notes;

(g) to make any changes necessary to comply with or obtain more favorable treatment under any current or future law, rule or regulation, including but not limited to the Higher Education Act, the Regulations or the Code and the regulations promulgated thereunder;

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

(i) to make any changes necessary or advisable to permit the pledge or assignment of Residual Rights in the manner described in Section 2.09 hereof; or

(j) to make any other change which, based upon an opinion of Note Counsel on which the Trustee may rely, will not materially adversely impact the Registered Owners of any Notes.

provided, however, that nothing in this Section shall permit, or be construed as permitting, any modification of the trusts, powers, rights, duties, remedies, immunities, obligations 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 Notes then Outstanding shall have the right, from time to time, to consent to and approve the execution by the Corporation and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Corporation 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 Notes, (i) an extension of the Stated Maturity Date or the interest payment date on the Notes, or (ii) a reduction in the principal amount of any Note or the rate of interest thereon, or (iii) a privilege or priority of any Note or Notes over any other Note or Notes except as otherwise provided herein, or (iv) a reduction in the aggregate principal amount of the Notes required for consent to such Supplemental Indenture, or (v) the creation of any lien other than a lien ratably securing all of the Notes at any time Outstanding hereunder except as otherwise provided herein or (b) any modification of the trusts, powers, rights, obligations, duties, remedies, obligations, immunities and privileges of the Trustee without the prior written approval of the Trustee.

If at any time the Corporation 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 Note at the address shown on the registration books. Such notice (which shall be prepared by the Corporation) 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 Corporation, following the mailing of such notice, the Registered Owners of not less than a majority of the collective aggregate principal amount of the Notes Outstanding at the time of the execution of any such Supplemental Indenture shall have consented in writing to and approved the execution thereof as herein provided, no Registered Owner of any Note shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Corporation from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be deemed to be modified and amended in accordance therewith.

Section 8.03. Additional Limitation on Modification of Indenture. None of the provisions of this Indenture (including Sections 8.01 and 8.02 hereof) shall permit an amendment to the provisions of the Indenture which permits the transfer of all or part of the Financed Student Loans or granting of a security interest therein to any Person other than an Eligible Lender under the Higher Education Act or a Servicer, unless the Higher Education Act or Regulations thereunder are hereafter modified so as to permit the same.

No amendment to this Indenture or to the indentures supplemental thereto shall be effective unless the Trustee receives an opinion of Note Counsel to the effect that such amendment was permitted by and adopted in conformance with this Indenture.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01. Notices. Any notice, request, consent or other instrument required by this Indenture to be signed or executed by the Registered Owners of Notes 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 Notes 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 Notes is such owner and may further require the actual deposit of such Note or Notes 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 an affidavit of a witness to such execution sworn to before such officer.

The amount of Notes held by any person executing such instrument as a Registered Owner of Notes and the fact, amount, and numbers of the Notes 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 Notes described in such certificate; provided, however, that at all times the Trustee may require the actual deposit of such Note or Notes with the Trustee.

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

If intended for the Corporation:

Indiana Secondary Market for Education Loans, Inc.
251 North Illinois Street, Suite 400
Indianapolis, Indiana 46204
Attention: President and CEO
Telephone: (317) 715-9003
E-mail: jwood@ismloans.org

If intended for the Trustee:

Zions First National Bank
1001 17th Street; Suite #850
Denver, Colorado 80202
Attention: David W. Bata
Telephone: (720) 947-7475
E-mail: david.bata@zionsbank.com

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, delivered by hand or received by facsimile or registered first-class mail, postage prepaid. Each such notice, request or other communication shall be effective when delivered by hand or received by facsimile or registered first-class mail, postage prepaid.

The Trustee agrees to accept all notices, requests and other communications as described above. In addition, the Trustee agrees to act upon notice, instructions or directions pursuant to this Indenture sent by unsecured electronic mail, facsimile transmission or other similar unsecured electronic methods. In the event that such electronically delivered request or instructions are not in a form prescribed by this Indenture, the Trustee's reasonable understanding of the meaning of such instructions shall be deemed controlling. To the extent the Trustee reasonably believes that such instructions are incomplete, the Trustee may in its discretion elect not to act upon such incomplete instructions provided that the Trustee shall promptly notify the party providing the electronic request or instructions that it has exercised such discretion. In the event that any electronically delivered request or instructions conflict with or are inconsistent with a subsequent written request or instruction, the Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such prior request or instructions. The party providing electronic instructions agrees to assume the risk of the Trustee acting on unauthorized requests or instructions, and the risk of interception and misuse by third parties, in each case except for liability which results from the negligence or willful misconduct of the Trustee.

Section 9.02. Covenants Bind Corporation. The covenants, agreements, conditions, promises, and undertakings in this Indenture shall extend to and be binding upon the successors and assigns of the Corporation, and all of the covenants hereof shall bind such successors and assigns, and each of them, jointly and severally. All the covenants, conditions, and provisions hereof shall be held to be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Owners from time to time of the Notes.

No extension of time of payment of any of the Notes shall operate to release or discharge the Corporation, it being agreed that the liability of the Corporation, to the extent permitted by law, shall continue until all of the Notes are paid in full, notwithstanding any transfer of Financed Student Loans or extension of time for payment.

Section 9.03. Lien Created; Security Agreement. This Indenture shall operate effectually as (a) a grant of a security interest in 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 Corporation, 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 Corporation 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 Notes given for any of the purposes of this Indenture shall bind all future Registered Owners of the same Note or any Notes issued in exchange therefor or in substitution thereof in respect of anything done or suffered by the Corporation or the Trustee in pursuance of such request or consent.

Section 9.06. Nonliability of Persons; No General Obligation. It is hereby expressly made a condition of this Indenture and any Notes issued pursuant hereto that any agreements, covenants or representations herein contained or contained in the Notes do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the past, present or future organizers, members, directors, officers, employees, agents or trustees of the Corporation or any successor entity, or against the general credit of the Corporation, 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 Corporation shall arise therefrom. Nothing contained in this Section, however, shall relieve the Corporation from the observance and performance of the several covenants and agreements on its part herein contained. This Section shall survive termination of this Indenture.

Section 9.07. Nonpresentment of Notes. Should any of the Notes not be presented for payment when due, the Trustee shall retain from any money transferred to it for the purpose of paying the Notes so due, for the benefit of the Registered Owners thereof, a sum of money sufficient to pay such Notes 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 Corporation to the Registered Owners of such Notes and all rights of such Registered Owners against the Corporation under the Notes 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 Note shall not be presented for payment within the period of two years following its payment or redemption date, the Trustee shall return to the Corporation the money theretofore held by it for payment of such Note, and such Note shall (subject to the defense of any applicable statute of limitation) thereafter be an unsecured obligation of the Corporation. The Trustee's responsibility for any such money shall cease upon remittance thereof to the Corporation.

Section 9.08. Security Agreement. This Indenture constitutes a Financing Statement and a Security Agreement under the Uniform Commercial Code of the State of Indiana.

Section 9.09. 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, without regard to conflict of law principles.

Section 9.10. No Petition. Each of the parties hereto, by entering into this Indenture, and each Noteholder, by accepting a Note or a beneficial interest in a Note, hereby covenants and agrees that it will not at any time institute against the Corporation, or join any other person or entity in instituting against the Corporation, any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceedings under any United States federal or state bankruptcy or similar law.

Section 9.11. 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 9.12. Exhibits. The terms of the Schedules and Exhibits, if any, attached to this Indenture are incorporated herein in all particulars.

Section 9.13. Non-Business Days. Except as may otherwise be provided herein, if the date for making payment of any amount hereunder or on any Note, or if the date for taking any action hereunder, is not a Business Day, then such payment can be made without accruing further interest or action can be taken on the next succeeding Business Day, with the same force and effect as if such payment were made when due or action taken on such required date.

Section 9.14. 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, the paying agent, if any, and the Registered Owners of the Notes, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Corporation shall be for the sole and exclusive benefit of the Trustee, the paying agent, if any, and the Registered Owners of the Notes.

Section 9.15. Notes Are Limited Obligations of the Corporation and Not a Debt of the State of Indiana. Notwithstanding anything herein to the contrary, the Notes and the obligations of the Corporation contained in this Indenture shall not be deemed to constitute a debt or liability or obligation of the State of Indiana or any political subdivision of the State of

Indiana, nor shall the Notes and the obligations of the Corporation contained in this Indenture be deemed to constitute a pledge of the full faith and credit of the State of Indiana or of any political subdivision of the State of Indiana. The Notes and the obligations of the Corporation contained in this Indenture are special, limited obligations of the Corporation, secured by and payable solely from the Trust Estate herein provided. The Corporation shall not be obligated to pay the Notes, the interest thereon, or any other obligation created by or arising from this Indenture from any other source. Debts incurred by the Corporation under authority of the Authorizing Act do not represent or constitute a debt of the State of Indiana within the meaning of the provisions of the statutes or the Constitution of the State of Indiana.

Section 9.16. Financed Student Loans. The Corporation expects to acquire Student Loans and to transfer Student Loans to the Trustee, in accordance with this Indenture, which Student Loans, upon becoming subject to the lien of this Indenture, constitute Financed Student Loans, as defined herein. If for any reason a Financed Student Loan does not constitute an Eligible Loan, or ceases to constitute an Eligible Loan, such loan shall continue to be subject to the lien of this Indenture as a Financed Student Loan.

While the Corporation will be the beneficial owner and legal owner of the Financed Student Loans, it is understood and agreed that the Trustee will have a security interest in the Financed Student Loans for and on behalf of the Registered Owners. In the case of a single Financed Student Loan evidenced by a separate promissory note, each such promissory note will be held in the name of the Trustee for the account of Corporation, for the benefit of the Registered Owners.

Section 9.17. Effect of Headings and Table of Contents. The Article and Section headings and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 9.18. Subcontractors. In carrying out its duties and obligations under this Indenture, the Corporation may enter into transactions or otherwise deal with a subcontractor solely at the direction of the Corporation; provided, however, that the terms of any such transactions or dealings shall be in accordance with directions received from the Corporation, and the Corporation shall remain liable for the actions or inactions of any such subcontractors.

ARTICLE X

PAYMENT AND CANCELLATION OF NOTES 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 Notes and interest thereon) are fully paid or provision is made for its payment as provided in this Article.

Section 10.02. Satisfaction of Indenture. If the Corporation shall pay, or cause to be paid, or there shall otherwise be paid to the Registered Owners of the Notes, the Outstanding Amount of and the Interest Distribution Amount accrued but unpaid on the Notes at the times and in the manner stipulated in this Indenture, then the pledge of the Trust Estate, and all

covenants, agreements, and other obligations of the Corporation to the Registered Owners of Notes shall thereupon cease, terminate, and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Corporation 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 Corporation shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of any Outstanding Notes the Outstanding Amount of and the Interest Distribution Amount accrued but unpaid on the Outstanding Notes at the times and in the manner stipulated in this Indenture, such Notes shall cease to be entitled to any lien, benefit, or security under this Indenture, and all covenants, agreements, and obligations of the Corporation to the Registered Owners thereof shall thereupon cease, terminate, and become void and be discharged and satisfied.

Section 10.03. Optional Release of All Financed Student Loans. The Corporation shall certify to and notify the Trustee in writing, within fifteen (15) days after the last day of any Collection Period in which the then outstanding Pool Balance is 12% or less of the Initial Pool Balance, of the percentage that the then outstanding Pool Balance bears to the Initial Pool Balance. On the Distribution Date after the last day of the Collection Period on which the then outstanding Pool Balance is 10% or less of the Initial Pool Balance, and each Distribution Date thereafter (each, an “Optional Purchase Date”), the Corporation shall have the option to release all of the Financed Student Loans from the lien of the Indenture. To exercise such option, the Corporation shall deposit in the Collection Fund, on or prior to the next Distribution Date, an amount equal to the Minimum Purchase Amount. Upon the Corporation’s exercise of such election and following the deposit of the Minimum Purchase Amount in the Collection Fund, amounts on deposit in the Debt Service Reserve Fund and the Collection Fund shall, pursuant to Sections 3.01 and 3.03 hereof, be distributed in accordance with and in the priority specified in Section 5.02(b) hereof or, if applicable, Section 6.02 hereof.

All expenses of the Trustee relating to the release of Financed Student Loans in accordance with this Section shall be paid out of the Collection Fund prior to the payments to the Noteholders or other Persons entitled to payments in accordance with Section 5.02(b) hereof or, if applicable, Section 6.02 hereof.

Section 10.04. Cancellation of Paid Notes. Any Notes which have been paid or purchased by the Corporation, mutilated Notes replaced by new Notes, and any temporary Note for which definitive Notes have been delivered shall (unless otherwise directed by the Corporation by Corporation Order) forthwith be cancelled and destroyed by the Trustee pursuant to Section 2.06 hereof.

IN WITNESS WHEREOF, the Corporation 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 corporate name and behalf, all in multiple counterparts, each of which shall be deemed an original, and the Corporation 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.

By: _____
Name: Joseph V. Wood
Title: President and CEO

ZIONS FIRST NATIONAL BANK, as Trustee

By: _____
Authorized Signatory

[Signature page to Indenture of Trust]

EXHIBIT A-1

FORM OF DISTRIBUTION DATE CERTIFICATE

This Distribution Date Certificate (the "Certificate") is being provided by Indiana Secondary Market for Education Loans, Inc. (the "Corporation"), pursuant to Sections 4.21 and 5.02(b) of the Indenture of Trust, dated as of November 1, 2014 (the "Indenture"), between the Corporation and Zions First National Bank, as trustee (the "Trustee"). All capitalized terms used in this Certificate and not otherwise defined shall have the same meanings as assigned to such terms in the Indenture.

Pursuant to this Certificate, the Corporation hereby directs the Trustee to make the deposits and distributions specified in Section 5.02(b) of the Indenture to the Persons or to the account specified below by 3:00 p.m. (Eastern time) on _____, _____ (the "Distribution Date"), to the extent of (a) the amount of Available Funds received during the related Collection Period (or in the Collection Fund with respect to December 26, 2014) on deposit in the Collection Fund (or, if necessary, other Available Funds on deposit in the Collection Fund as provided in Section 5.02(b) of the Indenture), (b) the amount transferred from the Capitalized Interest Fund pursuant to Section 5.06 of the Indenture and (c) the amount transferred from the Debt Service Reserve Fund pursuant to Section 5.04 of the Indenture.

To enable the Trustee to calculate the amount of certain of such deposits and distributions, the Corporation provides the following information to the Trustee:

(i)	Amounts required to be deposited in the Department Reserve Fund;	\$	-
(ii)	(A) The Trustee Fee to the Trustee,	\$	-
	(B) Any Trustee Fee to the extent not previously paid in full;	\$	-
(iii)	(A) The Servicing Fees to the Corporation for payment due to any third-party Servicers and any Back-up Servicer, if applicable;	\$	-
	(B) Any unpaid Servicing Fees from prior Distribution Dates;	\$	-
(iv)	(A) The Administration Fees to the Administrator;	\$	-
	(B) Any unpaid Administration Fees from prior Distribution Dates;	\$	-
(v)	The Available Funds from the related Collection Period on this Distribution Date;	\$	-
(vi)	If required, other Available Funds on deposit in the Collection Fund;	\$	-
(vii)	The Parity Ratio as of the prior Distribution Date;		_____%

(viii) The Parity Ratio as of such Distribution Date; _____%

(ix) Pool Balance for such Distribution Date; \$ _____ -

In accordance with Section 5.02(b) of the Indenture, the amount of Available Funds for this Distribution Date will be \$_____.

Pursuant to this Certificate, if applicable, the Corporation further hereby directs the Trustee to withdraw from (as applicable):

(a) the Acquisition Fund for deposit to the Collection Fund an amount equal to the amount required to be transferred to the Collection Fund eleven days after the Issue Date;

(b) the Capitalized Interest Fund for deposit to the Collection Fund (i) the amount by which Available Funds in the Collection Fund (together with all amounts transferred from the Acquisition Fund) are insufficient to make the transfers required by Section 5.02(b)(i) through (v) of the Indenture (other than transfers to repurchase student loans from any Servicer or any Guaranty Agency), and (ii) the amount, if any, required to be transferred from the Capitalized Interest Fund on the December 2015 Distribution Date; and

(c) the Debt Service Reserve Fund for deposit to the Collection Fund (i) the amount by which Available Funds in the Collection Fund (together with all amounts transferred from the Capitalized Interest Fund and the Acquisition Fund) are insufficient to make the transfers required by Section 5.02(b)(i) through (v) of the Indenture (other than transfers to repurchase student loans from any Servicer or any Guaranty Agency), and (ii) the amount, if any, on deposit in the Debt Service Reserve Fund in excess of the Debt Service Reserve Fund Requirement.

The Corporation hereby certifies that the information set forth in this Certificate is true and accurate in all material respects, is in compliance with the provisions of the Indenture and that the Trustee may conclusively rely on the same with no further duty to examine or determine the information contained herein.

IN WITNESS WHEREOF, the Corporation has caused this Certificate to be duly executed and delivered as of the date written below.

INDIANA SECONDARY MARKET FOR
EDUCATION LOANS, INC.

By: _____
Authorized Representative

Date: _____

EXHIBIT A-2

FORM OF DISTRIBUTION DATE INFORMATION FORM

This Distribution Date Information Form (the “Information Form”) is being provided by Zions First National Bank, as trustee (the “Trustee”) pursuant to Section 4.21 of the Indenture of Trust, dated as of November 1, 2014 (the “Indenture”), between Indiana Secondary Market for Education Loans, Inc. (the “Corporation”) and the Trustee. All capitalized terms used in this Information Form and not otherwise defined shall have the same meanings as assigned to such terms in the Indenture.

The Corporation has provided a Distribution Date Certificate and the information set forth in (i), (ii)(A)(B), (iii)(A)(B), (iv)(A)(B), (x), (xi), (xii), (xiii) and (xvi) hereto to the Trustee. In reliance upon the information and the Corporation’s direction contained therein, the Trustee shall make the following deposits and distributions in the following order or priority, to the Persons or to the account specified below by 3:00 p.m. (Eastern time) on _____, _____ (the “Distribution Date”), to the extent of (w) the amount of Available Funds received during the related Collection Period (or in the Collection Fund with respect to December 26, 2014) in the Collection Fund (or, if necessary, other Available Funds on deposit in the Collection Fund as provided in Section 5.02(b) of the Indenture) (viz., the sum of \$_____), (x) the amount transferred from the Capitalized Interest Fund pursuant to Section 5.06 of the Indenture (viz., the sum of \$_____), (y) the amount transferred from the Debt Service Reserve Fund pursuant to Section 5.04 of the Indenture (viz., the sum of \$_____), and (z) any other Available Funds on deposit in the Collection Fund.

- (i) Amounts required to be deposited in the Department Reserve Fund; \$ _____
- (ii) (A) The Trustee Fee to the Trustee; \$ _____
(B) Any Trustee Fee to the extent not previously paid in full; \$ _____
- (iii) (A) The Servicing Fees to the Corporation for payment due to any third-party Servicers and any Back-up Servicer, if applicable; \$ _____
(B) Any unpaid Servicing Fees from prior Distribution Dates; \$ _____
- (iv) (A) The Administration Fees to the Administrator; \$ _____
(B) Any unpaid Administration Fees from prior Distribution Dates; \$ _____
- (v) The Interest Distribution Amount; \$ _____
- (vi) Amounts to be deposited to the Debt Service Reserve Fund necessary to reinstate the balance of the Debt Service Reserve Fund up to the Debt Service Reserve Fund Requirement; \$ _____
- (vii) All remaining amounts as payments of principal to the Noteholders (until paid in full); \$ _____
- (viii) Release of money to the Corporation pursuant to Section 5.02(b)(viii) of the Indenture; \$ _____

- (ix) Total Distributions; \$ _____
- (x) The Available Funds from the related Collection Period on this Distribution Date; \$ _____
- (xi) If required, other Available Funds on deposit in the Collection Fund; \$ _____
- (xii) The Parity Ratio as of the prior Distribution Date; _____%
- (xiii) The Parity Ratio as of such Distribution Date; _____%
- (xiv) Amount on deposit in the Capitalized Interest Fund for such Distribution Date; \$ _____
- (xv) Debt Service Reserve Fund Requirement for such Distribution Date; \$ _____
- (xvi) Pool Balance for such Distribution Date; \$ _____
- (xvii) LIBOR Rates for the related Interest Period and LIBOR Rates for the next succeeding Interest Period; _____%
- (xviii) Interest Rate on the Notes for the immediately preceding Interest Period: _____%
- (ixx) Interest Rate on the Notes for the next succeeding Interest Period: _____%

Dated this ____ day of _____, _____.

INDIANA SECONDARY MARKET
FOR EDUCATION LOANS, INC.

By: _____
Authorized Representative

ZIONS FIRST NATIONAL BANK, as the
Trustee

By: _____
Authorized Signatory

EXHIBIT A-3
FORM OF MONTHLY LOAN REPORT

EXHIBIT B
FORM OF NOTES

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. THE CORPORATION SHALL NOT BE OBLIGATED TO PAY THE PRINCIPAL OF OR INTEREST ON THE NOTES FROM ANY SOURCE EXCEPT FROM THE TRUST ESTATE PLEDGED UNDER THE INDENTURE (HEREINAFTER DEFINED). THE NOTES ARE NOT A DEBT OR LIABILITY OF THE STATE OF INDIANA OR ANY POLITICAL SUBDIVISION OF THE STATE OF INDIANA. NONE OF THE FULL FAITH AND CREDIT OR THE TAXING POWER OF THE STATE OF INDIANA OR OF ANY POLITICAL SUBDIVISION OF THE STATE OF INDIANA IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE NOTES. THE NOTES ARE SPECIAL, LIMITED OBLIGATIONS OF THE CORPORATION AND ARE SECURED BY AND PAYABLE SOLELY FROM THE TRUST ESTATE PLEDGED AS SECURITY THEREFOR AS PROVIDED IN THE INDENTURE (AS DEFINED HEREIN). DEBTS INCURRED BY THE CORPORATION UNDER AUTHORITY OF THE AUTHORIZING ACT DO NOT REPRESENT OR CONSTITUTE A DEBT OF THE STATE OF INDIANA WITHIN THE MEANING OF THE PROVISIONS OF THE STATUTES OR THE CONSTITUTION OF THE STATE OF INDIANA.

UNLESS THIS NOTE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY NOTE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

No. 2014-__

INDIANA SECONDARY MARKET FOR EDUCATION LOANS, INC.
STUDENT LOAN ASSET-BACKED NOTES
SERIES 2014
(TAXABLE LIBOR FLOATING RATE NOTES)

STATED MATURITY DATE	ISSUE DATE	CUSIP
February 25, 2044	November 25, 2014	45505H AT4

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT: _____ DOLLARS (\$_____)

Indiana Secondary Market for Education Loans, Inc., a private nonprofit corporation duly organized and existing under the laws of the State of Indiana (the “Corporation”), acknowledges itself indebted and for value received hereby promises to pay, solely as hereinafter provided, to the Registered Owner (stated above), or registered assigns, the Principal Amount (stated above) on the Stated Maturity Date (stated above) upon presentation and surrender of this Note at a corporate trust operations office of Zions First National Bank (hereinafter referred to as the “Trustee” or “Paying Agent”), identified by the Trustee, currently in the City of Denver, State of Colorado (the “Principal Office”), and to pay interest on such principal sum from the date hereof, for the Initial Interest Period, at the Initial LIBOR Indexed Rate (calculated as described herein), and thereafter at the LIBOR Indexed Rate (calculated as described herein) until the Corporation’s obligation with respect to the payment of such principal sum shall be discharged. This Note will bear interest from the Issue Date (stated above).

This Note is one of a duly authorized issue of the Notes of the Corporation designated “Indiana Secondary Market For Education Loans, Inc. Student Loan Asset-Backed Notes, Series 2014 (Taxable LIBOR Floating Rate Notes),” (the “Notes”). The Notes have been issued in the aggregate principal amount of \$152,500,000 under and are secured by the Indenture of Trust, dated as of November 1, 2014, by and between the Corporation and the Trustee (as may be amended or supplemented from time to time, the “Indenture”), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and obligations and immunities thereunder of the Corporation, the Trustee and the Registered Owners. The Notes are subject to all terms of the Indenture.

The Notes are issued to provide funds, together with certain moneys of the Corporation, to (i) transfer Student Loans from the 1998 Indenture with proceeds deposited to an Escrow Fund; (ii) fund a deposit to the Capitalized Interest Fund, (iii) fund the Debt Service Reserve Fund at the Debt Service Reserve Fund Requirement; and (iv) fund a deposit to the Collection Fund. Reference is hereby made to the Indenture for a description of the rights, limitation of

rights, obligations, duties and immunities of the Corporation, the Trustee and the holders of the Notes.

Certain capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Indenture. Certified copies of the Indenture are on file in the Principal Office of the Trustee, and in the office of the President and CEO of the Corporation.

The Initial Interest Period for this Note will commence on the Issue Date of the Notes and will end on the day before the first Distribution Date for this Note. During each Interest Period this Note will bear interest at the applicable interest rate as described in the following paragraph.

Interest on this Note will be payable on each Distribution Date commencing on the 26th day of January 2015 and on the 25th day of each calendar month thereafter (or, if not a Business Day, the next Business Day). Interest payable on each Distribution Date will be the interest which has accrued from the most recent Distribution Date for which interest has been duly paid or provided for (or in the case of the initial Distribution Date, from the Issue Date) through and including the day immediately preceding the next Distribution Date. Interest accrued as of any Distribution Date but not paid on that Distribution Date will be due on the next Distribution Date together with an amount equal to interest on the unpaid amount to the extent lawful at the applicable rate per annum. Interest will be computed on the basis of the actual number of days elapsed in the Interest Period over a 360-day year (and rounding to the fifth decimal place the resultant figure equal to the actual number of days elapsed divided by 360).

The Initial LIBOR Indexed Rate for the Initial Interest Period shall be calculated by the Trustee pursuant to the terms of the Indenture. Following the Initial Interest Period, interest on this Note is payable at the LIBOR Indexed Rate. The LIBOR Indexed Rate for this Note means the interest rate established by the Trustee on each Distribution Date and is equal to the LIBOR Rate plus the Spread. The Spread is 0.80% per annum.

Such LIBOR Indexed Rate shall take effect on the Distribution Date immediately succeeding such Interest Rate Determination Date for the Notes. The determination of the interest rate for the Notes by the Trustee shall be conclusive and binding on the Registered Owners of the Notes and the Corporation absent manifest error. If the Trustee shall fail or refuse to determine the LIBOR Indexed Rate for the Notes within two Business Days after any Distribution Date, the LIBOR Indexed Rate most recently determined for the Notes shall remain in effect.

The principal of and interest on this Note is payable in any coin or currency of the United States of America which is at the time of payment legal tender for the payment of public and private debts.

As provided in the Indenture, the Notes issued thereunder are limited obligations of the Corporation, the principal of and interest on, or the Redemption Price, if any, which is payable solely from the Trust Estate pledged therefor pursuant to the Indenture.

The Corporation shall not be obligated to pay the Notes or the interest thereon except from the assets comprising the Trust Estate and neither the full faith and credit nor the taxing power of any state or of any political subdivision is pledged to the payment of principal or

interest thereon, or the Redemption Price, if any. Debts incurred by the Corporation under authority of the Authorizing Act do not represent or constitute a debt of the State of Indiana within the meaning of the provisions of the statutes or the Constitution of the State of Indiana.

The Notes are issuable in the form of fully registered notes without coupons in Authorized Denominations. This Note bears the prefix "2014" and is numbered in such fashion as to maintain a proper record thereof.

Upon surrender for transfer of any Note at the Principal Office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Corporation shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same interest rate and aggregate principal amount of the same Maturity.

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

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

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

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

Principal on the Notes is payable on each Distribution Date from amounts remaining in the Collection Fund after the payment of amounts due to the Department of Education, amounts due to Guaranty Agencies, amounts due pursuant to any joint sharing agreement, fees and expenses of the Trustee, the Administrator and the Servicers, interest on the Notes and amounts to replenish the Debt Service Reserve Fund.

The Notes are subject to mandatory redemption on any Business Day at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date (a) upon the optional release of the Financed Student Loans from the lien of the Indenture by the Corporation which may occur on any Distribution Date on which the then outstanding Pool Balance is 10% or less of the Initial Pool Balance, or (b) from Available Funds on deposit in the

Collection Fund in accordance with the Indenture and from amounts on deposit in the Debt Service Reserve Fund (after all required transfers and distributions have been made therefrom) when such amounts, together with other Available Funds, equal or exceed the Outstanding Amount of and the Interest Distribution Amount accrued but unpaid on the Notes.

The holder of this Note shall have no right to enforce the provisions of the Indenture or to institute any action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as otherwise provided in the Indenture.

Neither the members of the Board of Directors of the Corporation nor any authorized person executing Notes shall be personally liable for such Notes by reason of the execution or issuance thereof.

In case an Event of Default, as defined in the Indenture, shall occur, the principal of this Note may be declared due and payable in the manner and with the effect provided in the Indenture.

It is hereby certified and recited by the Corporation that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Indenture and in the issuance of the Notes in order to make the Notes the legal, valid and binding special obligations of the Corporation in accordance with their terms, do exist, have been done, have happened and have been performed in regular and due form as required by law; and that the issuance of the Notes does not exceed or violate any constitutional, statutory or other limitation upon the amount of indebtedness prescribed by law or the Indenture.

This Note shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, Indiana Secondary Market for Education Loans, Inc. has caused this Note to be executed in its name and on its behalf by the signature of an Authorized Officer and its corporate seal to be impressed hereon and attested by the signature of an Authorized Officer.

INDIANA SECONDARY MARKET FOR
EDUCATION LOANS, INC.

By: _____
Authorized Officer

ATTEST:

By: _____
Authorized Officer

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes designated and described in the within mentioned Indenture.

ZIONS FIRST NATIONAL BANK, as Trustee

By: _____
Authorized Officer

Dated:

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(please print or typewrite name and address of transferee)

the within note and all rights thereunder, and hereby irrevocably constitutes and appoints

attorney to transfer the within note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Date to which interest has been paid: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within note in every particular, without alteration or enlargement or any change whatsoever.

Signature guaranteed:

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

EXHIBIT C
BORROWER BENEFITS

Borrower benefits are limited to the following based on loan program specifics:

A. PLUS Loans

- (i) no more than 1.75% interest rate reduction after 48 consecutive on-time payments;
- (ii) range from .25% to 1% interest rate reduction for automated payments;

B. Consolidation Loans

- (i) Based on applicability the following interest rate reductions associated with on-time payments:

.375% at 6 on-time payments followed by additional 1% after 36 consecutive on-time payments

1.00% after 12 consecutive on-time payments

range from 1.00% to 1.25% after 24 consecutive on-time payments

range from 1.00% to 1.45% after 30 consecutive on-time payments

range from .50% to 2.00% after 36 consecutive on-time payments

range from 1.00% to 2.00% after 48 consecutive on-time payments

- (ii) range from .25% to .50% interest rate reduction for automated payments;

C. Stafford Loans

- (i) Based on applicability the following interest rate reductions associated with on-time payments:

1.00% after 24 on-time payments followed by additional 1.00% after 35 consecutive on-time payments

range from 1.75% to 2.00% after 48 consecutive on-time payments;

- (ii) range from .25% to 1.00% interest rate reduction for automated payments;

provided, however, that the foregoing shall not be deemed to limit the reserved right of the Corporation, in its sole discretion, to provide for the payment of any scheduled principal of or interest upon Financed Eligible Loans on behalf of borrowers as the same may become payable from any source other than the Trust Estate, including, without limitation, funds properly released therefrom to the Corporation.