

**HIGHER EDUCATION LOAN AUTHORITY
OF THE STATE OF MISSOURI**

**TWELFTH GENERAL
STUDENT LOAN PROGRAM
BOND RESOLUTION**

May 1, 1995

***(As Amended and Restated
on June 26, 2006)***

K-107873

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**HIGHER EDUCATION LOAN AUTHORITY OF THE STATE OF MISSOURI
TWELFTH GENERAL STUDENT LOAN PROGRAM BOND RESOLUTION**

BE IT RESOLVED by the Members of the Higher Education Loan Authority of the State of Missouri, as follows:

ARTICLE I

SHORT TITLE, DEFINITIONS, INTERPRETATION

Section 1.1. Short Title. This General Resolution may hereafter be cited by the Authority and is hereinafter sometimes referred to as the "General Resolution."

Section 1.2. Definitions. In this General Resolution, the following words and terms shall, unless the context otherwise requires, have the following meanings:

"Account" means any of the trust funds and accounts created and established by, or pursuant to, this General Resolution, including, except where the context requires otherwise, the Rebate Fund and the Excess Yield Fund.

"Accountant" means such reputable and experienced independent certified public accountant or firm of independent certified public accountants as may be selected by the Authority and satisfactory to the Trustee and the Bond Insurer, and may be the accountant or firm who regularly audits the books and accounts of the Authority.

"Accrued Assets" means, with respect to any date, the sum of the Value of (i) all Student Loans pledged under this General Resolution, (ii) the aggregate of the amounts on deposit in all the Funds and Accounts (excluding the Rebate Fund and the Excess Yield Fund), and (iii) all accrued but unpaid interest on Investment Securities.

"Accrued Liabilities" means, with respect to any date, the sum of the principal of and unpaid interest on all Outstanding Bonds (excluding any carryover interest on ARCs as described in any Supplemental Resolution), plus all accrued but unpaid Program Expenses, Servicing Fees, Bond Fees and interest or other amounts with respect to Student Loans required to be paid to the Secretary of Education pursuant to the Higher Education Act.

"Act" means the Higher Education Loan Authority of the State of Missouri Act, Sections 173.350 to 173.450, Missouri Revised Statutes (2000), inclusive, as amended, and as the same may be in effect at any given time.

"ARCs" means any Series of Bonds outstanding as auction rate certificates as described in any Supplemental Resolution.

"Authority" means the Higher Education Loan Authority of the State of Missouri (also known under the Act as the Missouri Higher Education Loan Authority), a public instrumentality and body corporate and politic of the State of Missouri, or any body, agency or instrumentality which shall hereafter succeed to the powers, duties and functions of the Authority.

"Authorized Officer" means the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretary or Executive Director of the Authority or, in the case of any act to be performed or duty to be discharged, any other member, officer or employee of the Authority then authorized to perform such act or discharge such duty.

"Bond" or "Bonds" means any of the bonds authorized under this General Resolution and issued pursuant to a Supplemental Resolution, including any additional or Refunding Bonds authorized pursuant to Article II hereof.

"Bond Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys of recognized standing in the field of law relating to municipal, state and public agency financing, selected by the Authority and satisfactory to the Trustee.

"Bond Fees" means periodic fees payable with respect to the financing provided by a Series of Bonds, including Fiduciary fees, Bond Insurer fees, broker-dealer fees, auction agent fees, remarketing fees, fees of the provider of a credit facility or a liquidity facility, and any other periodic fees required to be paid in accordance with the provisions of a Supplemental Resolution in connection with the financing provided by a Series of Bonds.

"Bond Insurance Policy" means, with respect to any Series of Bonds, a bond insurance policy issued by a Bond Insurer insuring the payment when due of the principal of and interest on the Bonds of such Series.

"Bond Insurer" means, with respect to any Series of Bonds, the bond insurer identified in the applicable Supplemental Resolution as the provider of a Bond Insurance Policy with respect to such Series.

"Bond Payment Date" means the date specified in any Supplemental Resolution for payment of principal of or interest on the Bonds issued pursuant to such Supplemental Resolution.

"Bond Year" means the twelve month period beginning on June 2 in any year and ending on the June 1 of the immediately succeeding year, except that the first Bond Year with respect to any Series of Bonds shall commence on the date of issuance of such Series of Bonds and end on the following June 1.

"Bondholder," "Owner" or "owner" or words of similar import, when used with reference to a Bond means any person who shall be the registered owner of any Outstanding Bond.

"Business Day" means a day of the year, except Saturday or Sunday or days on which the corporate trust office of the Trustee is not open for the purpose of commercial banking business, or on which The New York Stock Exchange is closed, or as otherwise provided in a Supplemental Resolution.

"Cash Flow Statement" means a certificate of an Authorized Officer (i) setting forth, for the then current and each future Bond Year during which Bonds will be Outstanding, and taking into account (a) any Bonds expected to be issued or redeemed or purchased for cancellation in each such Bond Year upon or in connection with the filing of such certificate, and (b) the interest rate, purchase price and other terms of any Student Loans expected to be made or purchased by the Authority upon or in connection with the filing of such certificate,

(1) the amount of Revenues and Recoveries of Principal expected to be received in each such Bond Year that are reasonably expected to be available to make Debt Service payments, and

(2) the aggregate Debt Service for each such Bond Year on all Bonds reasonably expected to be Outstanding, together with Program Expenses, Servicing Fees, and Bond Fees;

and (ii) showing that in each such Bond Year the aggregate of the amounts set forth in clause (i)(1) of this definition is sufficient to pay when due the aggregate of the amounts set forth in clause (i)(2) of this definition; provided, that such definition as it relates to a Series of Bonds may be amended from time to time by the Authority with the consent of the Bond Insurer. The Cash Flow Statement shall be prepared using assumptions acceptable to the Bond Insurer, or if no Bond Insurance Policy is in effect, as provided in the applicable Supplemental Resolution.

"Certificate" means (i) a signed document either attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or setting forth matters to be determined pursuant to this General Resolution, or (ii) the report of an Accountant or an Authorized Officer as to audits or other procedures called for by this General Resolution, as the case may be.

"Certificate and Agreement" means the Certificate and Agreement dated as of June 26, 2006, by and between the Authority and the Bond Insurer, as amended and supplemented from time to time in accordance with its terms.

"Certificate of Insurance" means any certificate or contract evidencing that a Student Loan is Insured.

"Code" means the Internal Revenue Code of 1986, as amended, and the decisions, regulations and rulings pertaining thereto.

"Costs of Issuance" means all items of expense, directly or indirectly payable or reimbursable by or to the Authority and related to the authorization, sale and issuance of Bonds, including, but not limited to, printing costs, costs of preparation and reproduction of documents, filing and recording fees, bond insurance premiums, fees and expenses of the provider of any credit facility or liquidity facility, underwriting fees, if any, initial fees and charges of any Fiduciary, legal fees including bond and underwriter counsel fees and charges, fees and disbursements of consultants and professionals, cost of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds and any other cost, charge or fee in connection with the original issuance of Bonds.

"Counsel's Opinion" means an opinion signed by an attorney or firm of attorneys of recognized standing in the field of law to which such opinion relates selected by the Authority and satisfactory to the Trustee.

"Custodial Agreement" means the agreement between the Trustee and the Custodian, pursuant to which the Custodian, as agent of the Trustee, holds student loan notes evidencing Eligible Loans.

"Custodian" means initially The Safe Deposit Company, a Missouri corporation, or its successors or assigns, as agent of the Trustee, which holds promissory notes evidencing Eligible Loans pursuant to the Custodial Agreement.

"Debt Service" means, with respect to any particular Bond Year and any particular Series of Bonds, an amount equal to the sum of (i) all interest payable on such Bonds during such Bond Year, plus (ii) any Principal Installments of such Bonds during such Bond Year, plus (iii) any additional applicable premium payable on such Bonds during such Bond Year, but shall not include the purchase price of Bonds which may be required to be purchased other than as part of a regularly scheduled mandatory sinking fund redemption, including redemptions required pursuant to the terms of any credit facility or liquidity facility, relating to any Bonds bearing interest at a variable rate.

"Debt Service Reserve Fund" means the Debt Service Reserve Fund established pursuant to Section 5.2(C).

"Debt Service Reserve Fund Requirement" means, as of any date of calculation, an amount equal to the aggregate of the amounts specified in each and every Supplemental Resolution authorizing the issuance of a Series of Bonds as the amount required to be deposited in the Debt Service Reserve Fund with respect to such Series of Bonds, or as may be set forth in the Certificate and Agreement.

"Depository" means the trust department of any commercial bank or trust company or national banking association or any commercial bank, trust company or national banking association which has a senior debt rating of "A" or higher by S&P, selected by the Authority or the Trustee as a depository of moneys or securities held under the provisions of this General Resolution and may include the Trustee or any Paying Agent.

"Eligible Loan" means any loan made to finance post-secondary education that is (a) a Supplemental Loan, (b) a Higher Education Act Loan, or (c) a HEAL Loan, as the terms of such loans may be limited by the Certificate and Agreement. Provided, however, that any Supplemental Resolution may prescribe a definition of Eligible Loan applicable to the disposition of the proceeds of Bonds issued pursuant to such Supplemental Resolution which may include less than all of the loans included in this definition.

"E-loan" means an Eligible Loan that is documented entirely by electronic means in accordance with Section 7.16 hereof.

"Event of Default" means any of the events specified in Section 10.1.

"Excess Yield Fund" means the Excess Yield Fund authorized pursuant to Section 5.2(D) hereof.

"Favorable Opinion" means a Bond Counsel's Opinion addressed and acceptable in form and substance to the Authority, the Bond Insurer and the Trustee to the effect that the action proposed to be taken is authorized or permitted by the Act and this General Resolution including any Supplemental Resolution, and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on the applicable Series of Bonds.

"Federally Taxable Bonds" means Bonds so designated by the Supplemental Resolution pursuant to which they are issued.

"Fiduciary" means the Trustee, the Registrar, any Depository, any Paying Agent or tender agent and any such additional fiduciary as may be authorized pursuant to a Supplemental Resolution, or any or all of them as may be appropriate.

"Fifth Supplemental Resolution" means the Fifth Supplemental Resolution to the Twelfth General Student Loan Program Bond Resolution adopted November 7, 1998, and any amendments thereto in accordance with its terms.

"First Supplemental Resolution" means the First Supplemental Resolution to the Twelfth General Student Loan Program Bond Resolution adopted May 1, 1995, and any amendments thereto in accordance with its terms.

"Fiscal Year" means a twelve-month period commencing on the first day of July of any year and ending on the thirtieth day of June in the next year, or such other twelve-month period adopted by the Authority as its fiscal year for accounting purposes.

"Fitch" means Fitch, Inc., a Delaware organization, its successors and assigns, and, if such organization shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Fitch" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Authority which then maintains a rating on the Bonds.

"Fourth Supplemental Resolution" means the Fourth Supplemental Resolution to the Twelfth General Student Loan Program Bond Resolution adopted October 9, 1998, and any amendments thereto in accordance with its terms.

"Funding Instrument" means any surety bond, insurance policy, letter of credit or other similar obligation described in a Supplemental Resolution issued for the purpose of satisfying all or a portion of the Debt Service Reserve Requirement and deposited in accordance with the provisions of Section 5.2(C) hereof.

"General Resolution" means this Twelfth General Student Loan Program Bond Resolution adopted May 1, 1995, as amended and restated on June 26, 2006, and as further supplemented and amended from time to time.

"Governmental Obligations" means Investment Securities described in subclause (a) or (b) of the definition thereof; provided however that except as otherwise provided in a Supplemental Resolution with respect to the Series of Bonds issued thereunder, for purposes of Section 12.1 "Government Obligations" means obligations of the United States and obligations the principal and interest of which are guaranteed by the United States. Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

"Guarantee" or "Guaranteed" means with respect to a Higher Education Act Loan, the insurance or guarantee by the Guaranty Agency pursuant to a Guarantee Agreement of the maximum percentage of the principal of and accrued interest on such Higher Education Act Loan allowed to the Authority by the terms of the Higher Education Act with respect to such Higher Education Act Loan as of the date of this General Resolution (or as of such later date as shall be provided in the Certificate and Agreement) and the coverage of such Higher Education Act Loan by the federal reimbursement contracts providing, among other things, for reimbursement to the Guaranty Agency for payments made by it on defaulted Higher Education Act Loans insured or guaranteed by the Guaranty Agency of at least the minimum reimbursement allowed by the Higher Education Act with respect to a particular Higher Education Act Loan.

"Guarantee Agreement" shall mean a guaranty or lender agreement between the Authority and/or the Trustee and any Guaranty Agency, and any amendments thereto.

"Guaranty Agency" means any entity authorized to guarantee student loans under the Higher Education Act and with which the Authority (and/or the Trustee) maintains a Guarantee Agreement.

"HEAL Loans" means loans insured by the Secretary of Health and Human Services pursuant to the Public Health Service Act.

"Higher Education Act" means Title IV of the Higher Education Act of 1965, as the same may be amended from time to time, and the regulations thereunder.

"Higher Education Act Loan" means any loan made to finance post-secondary education that is made under the Higher Education Act and (1) is Guaranteed or Insured, (2) is an "eligible loan" as defined in Section 438 of the Higher Education Act for purposes of receiving Special Allowance Payments, and (3) bears interest at a rate per annum not less than or in excess of the applicable rate of interest provided by the Higher Education Act, subject to such reductions therein with respect to borrower benefits as described in the Certificate and Agreement.

"Insurance" or "Insured" means, with respect to a Higher Education Act Loan, the insuring by the Secretary of Education (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 the maximum percentage of the principal of and accrued interest on such Higher Education Act Loan allowed by the Higher Education Act.

"Interest Payment Date" means, with respect to any Bond, any date upon which interest on such Bond is due and payable in accordance with its terms.

"Investment Securities" means and includes any of the following obligations, to the extent the same are at the time legal for investment of funds of the Authority under the Act, as it may be in effect from time to time, or under other applicable law:

(a) Cash (insured at all times by the Federal Deposit Insurance Corporation);

(b) Obligations of, or obligations guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the United States including:

- United States treasury obligations
- All direct or fully guaranteed obligations
- Farmers Home Administration
- General Services Administration
- Guaranteed Title XI financing
- Government National Mortgage Association (GNMA)
- State and Local Government Series

(c) Obligations of any of the following federal agencies which obligations represent the full faith and credit of the United States of America, including:

- Export-Import Bank
- Rural Economic Community Development Administration
- United States Maritime Administration
- Small Business Administration
- United States Department of Housing & Urban Development (PHAs)
- Federal Housing Administration
- Federal Financing Bank

(d) Direct obligations of any of the following federal agencies which obligations are not fully guaranteed by the full faith and credit of the United States of America:

- Senior debt obligations issued by the Federal National Mortgage Association (FNMA) or Federal Home Loan Mortgage Corporation (FHLMC).
- Obligations of the Resolution Funding Corporation (REFCORP)
- Senior debt obligations of the Federal Home Loan Bank System
- Senior debt obligations of other government sponsored agencies approved by the Bond Insurer

(e) U.S. dollar denominated deposit accounts, federal funds and bankers' acceptances with domestic commercial banks which have a rating on their short term certificates of deposit on the date of purchase of "P-1" by Moody's and "A-1+" by S&P and maturing not more than 360 calendar days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

(f) Commercial paper which is rated at the time of purchase in the single highest classification, "P-1" by Moody's and "A-1+" by S&P and which matures not more than 270 calendar days after the date of purchase;

(g) Investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;

(h) Pre-refunded Municipal Obligations defined as follows: any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the Authority prior to maturity or as to which irrevocable instructions have been given by the Authority to call on the date specified in the notice; and

(1) which are rated, based on an irrevocable escrow account or fund (the "escrow"), in the highest rating category of Moody's or S&P or any successors thereto; or

(2) (A) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or obligations described in paragraph (b) above, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and (B) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and

interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

(i) Municipal Obligations rated "Aaa/AAA" or general obligations of States with a rating of "A2/A" or higher by both Moody's and S&P, with a maturity of no more than 365 days;

(j) Investment Agreements approved in writing by the Bond Insurer (supported by appropriate opinions of counsel); and

(k) other forms of investments (including repurchase agreements) approved in writing by the Bond Insurer with notice to each Rating Agency or, if no bond insurance policy is in effect, which will not cause the rating on Outstanding Bonds to be lowered.

"Issue Date" means, with respect to each Series, the date of delivery of the Bonds of such Series.

"Loan Finance Program" means the program for the financing of loans for post-secondary education established by the Authority pursuant to the Program Documentation, as the same may be amended from time to time consistent with this General Resolution, and, in particular, as such term is used herein to the extent that such program is financed through the issuance of Bonds or from amounts otherwise available out of the moneys and assets held or pledged pursuant to this General Resolution, and as may be limited by the Certificate and Agreement.

"Material Adverse Change" means, with respect to all Series of Bonds, any change enacted by the United States Congress or implemented by the Secretary or the Department of Education or, if applicable, the legislature of the State, or any change resulting from the actions of the Authority after the applicable Issue Date with respect to (a) the guarantee obligation or guarantee percentage of any Guarantor, or (b) federal insurance or reinsurance provisions with respect to Student Loans, or (c) any other characteristics that would reduce the yield to maturity of such Student Loan, such characteristics to include, to the extent applicable, but not limited to (i) Special Allowance Payments formulae, (ii) the loan interest rate or yield formulae, (iii) federal interest subsidies, or (iv) rebate provisions to either the student borrower or to any other party other than the Authority or the Trustee; provided that so long as any Bonds are insured by a Bond Insurance Policy, (A) such change is determined by the Bond Insurer in its sole discretion to be material and adverse (any such change in one of the characteristics set forth in (c) above resulting in a change of five basis points or less to the yield to maturity of a Student Loan shall not be deemed material), and (B) the Bond Insurer so notifies the Authority and the Trustee in writing.

"Maximum Rate" shall have the meaning assigned to such term in any Supplemental Resolution.

"Moody's" means Moody's Investors Service, Inc., a Delaware corporation, its successors and assigns.

"Outstanding" when used with reference to Bonds, shall mean, as of any date, all Bonds, including any Bonds deemed outstanding pursuant to Section 12.1(E) hereof or held in custody for the benefit of the Bond Insurer or any provider of a liquidity facility or credit facility, under a Supplemental Resolution, theretofore or thereupon being authenticated and delivered under this General Resolution except:

(1) any Bond cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date;

(2) on or after any purchase date for Bonds subject to tender pursuant to the provisions of any Supplemental Resolution, all Bonds or portions thereof (excluding any Bonds held in custody for the benefit of any provider of a credit facility or liquidity facility, under a Supplemental Resolution) which are tendered or deemed to have been tendered for purchase, provided that moneys sufficient for such purchase are on deposit with the tender agent;

(3) any Bond in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Section 3.7, Section 6.6 or Section 9.6; and

(4) any Bond deemed to have been paid as provided in subsection (B) of Section 12.1 hereof.

"Parity Percentage" means, with respect to any date, the ratio, expressed as a percentage, of (a) Accrued Assets, over (b) Accrued Liabilities.

"Paying Agent" means the Trustee or any commercial bank or trust company designated as paying agent for the Bonds, and its successor or successors hereafter appointed in the manner herein provided.

"Pledged Assets" means all the property, assets, rights and interests pledged to the Trustee pursuant to Section 5.1 hereof.

"Principal Installment" means, as of any date of calculation, (i) the aggregate principal amount of Outstanding Bonds due on a certain future date, reduced by the aggregate principal amount of such Bonds which would be retired by reason of the payment when due and application in accordance with this General Resolution of Sinking Fund Payments payable before such certain future date, plus (ii) any Sinking Fund Payments due on such certain future date.

"Principal Payment Date" means, with reference to any Series or portion of a Series of Bonds, the date upon which the Outstanding principal amount of such Bonds becomes payable.

"Program Documentation" means the program documentation adopted by the Authority for the Loan Finance Program as in effect on the date of execution of this General Resolution and as revised, amended, altered or supplemented from time to time, as may be limited by the Certificate and Agreement.

"Program Expenses" means (a) Servicing Fees as may be limited by the Certificate and Agreement, (b) Bond Fees, (c) Costs of Issuance not otherwise paid for or provided for from the proceeds of the Bonds and (d) all other fees and expenses incurred by the Authority in carrying out and administering its Loan Finance Program under this General Resolution and shall include, without limiting the generality of the foregoing, salaries, acquisition and servicing fees, supplies, utilities, mailing, labor, travel, payments for pension, thrift savings, retirement, health and hospitalization and life and disability insurance benefits, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus, telephone, insurance premiums, legal and accounting services, management, consulting and banking services and expenses and Rating Agency fees, as may be limited in the Certificate and Agreement.

"Rating Agency" means (a) Moody's, (b) S&P and (c) Fitch, or any of the above or any other nationally recognized securities rating agency to the extent such agency has been requested by the Authority to issue a rating on the Bonds (or one or more series thereof) and such agency has issued and continues to apply a rating on such Bonds at the time in question.

"Rating Confirmation" means a letter from each Rating Agency then providing a rating for a Series of Bonds confirming that the action proposed to be taken by the Authority will not, in and of itself, have the effect of reducing the rating then applicable to such Series of Bonds.

"Rebate Fund" means the Rebate Fund authorized pursuant to Section 5.2(D) hereof.

"Record Date," except as otherwise provided in a Supplemental Resolution, means the 15th day of the month immediately preceding each Interest Payment Date or, if such date is not a Business Day, the next preceding Business Day.

"Recoveries of Principal" means all amounts received by the Authority from or on account of any Student Loan as a recovery of the principal amount of such Student Loan, including scheduled, delinquent and advance payments, payouts or prepayments, proceeds from insurance or any guarantees or proceeds from the sale, assignment or other disposition of such Student Loan, in each case to the extent such payments or proceeds are received with respect to the principal of such Student Loan.

"Recycling Period" means a period commencing on the Issue Date and ending on the date specified in the Certificate and Agreement, subject to suspension or termination as provided herein, except that such period may be extended with the written consent of the Bond Insurer and notice to each Rating Agency.

"Recycling Suspension Event" means the occurrence and uncured continuation of any of the following events:

(a) an Event of Default under this General Resolution or any Supplemental Resolution;

(b) if the Bond Insurer has notified the Authority in writing of its determination that there exists a material and continuing servicing problem which has not been cured as provided in this General Resolution or a Supplemental Resolution;

(c) if, after the Acquisition Period, the Parity Percentage declines for two consecutive quarters, unless the Parity Percentage is not less than 102%;

(d) if there occurs a material deterioration in the financial or legal status of the Authority which could have a material adverse impact on the Authority's ability to pay principal of and interest on any Bonds insured by the Bond Insurer or upon the Authority's ability to perform its duties under this General Resolution;

(e) any of the Bonds issued under any Supplemental Resolution bear interest at the Maximum Rate for two consecutive Auction Periods (as defined in the applicable Supplemental Resolution) or three Auction Periods in a 12-month period; or

(f) if (1) the Supplemental Loan Cumulative Default rate, or (2) the Supplemental Loan Delinquency Rate, or (3) the Supplemental Loans in forbearance status exceed the respective limitations set forth for each of (1) through (3) in the Certificate and Agreement, then recycling into any additional Supplemental Loans shall be immediately suspended (in accordance with this General Resolution or any Supplemental Resolution). Under this clause (f), recycling into additional Higher Education Act Loans may continue when a Recycling Suspension Event for Supplemental Loans is in effect;

provided, however, that if the Recycling Suspension Event is an event specified in subsections (b) through (f) above and is cured within 90 days of its occurrence, then recycling may be resumed. If the Recycling Suspension Event is an event specified in subsection (a) above, or an event specified in subsections (b) through (f) above and not so cured, Recoveries of Principal deposited in the Student Loan Fund shall be transferred to the Revenue Fund and applied as soon as practicable to the redemption of Bonds. Each Rating Agency shall be notified of the occurrence of any Recycling Suspension Event.

"Redemption Price" means, with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof.

"Refunding Bonds" means any Bond issued to refund Bonds previously issued pursuant to this General Resolution.

"Registrar" means the agent of the Authority at the office of which Bonds may be presented for registration, transfer, or exchange as provided in Section 3.4 hereof, and unless specifically stated otherwise, in a particular Supplemental Resolution with respect to Bonds authorized thereunder, means the Trustee.

"Revenue Fund" means the Revenue Fund established pursuant to Section 5.2(B) hereof.

"Revenues" means all payments, proceeds, charges and other income received by the Authority from or on account of any Student Loan (including scheduled, delinquent and advance payments of, and any insurance or guaranty proceeds with respect to, interest on any Student Loan and any interest subsidy payments and any Special Allowance Payment received by the Authority with respect to any Student Loan) and all interest earned or gain realized from the investment of amounts in any Account (other than amounts required to be deposited to or on deposit in the Rebate Fund or Excess Yield Fund); but excludes (a) any amount retained by the servicer of any Student Loan as compensation for services rendered in connection with the servicing of such Student Loan, (b) Recoveries of Principal, and (c) any payments for the guaranty or insurance of any Student Loan, provided, however, guaranty fees collected in connection with Eligible Loans that are Supplemental Loans as defined in any Supplemental Resolution shall be included in Revenues.

"S&P" means Standard and Poor's Ratings Group, a division of McGraw-Hill, a corporation organized and existing under the laws of the State of New York, and its successors and assigns.

"Second Supplemental Resolution" means the Second Supplemental Resolution to the Twelfth General Student Loan Program Bond Resolution adopted June 5, 1995, and any amendments thereto in accordance with its terms.

"Secretary" means the Secretary of the United States Department of Education or any successor to the Secretary's function.

“Series” means all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction, pursuant to the same Supplemental Resolution and designated as a Series in such Supplemental Resolution regardless of variations in maturity, interest rate, Sinking Fund Payments or other provisions, and any Bonds thereafter authenticated and delivered in lieu of or in substitution for (but not to refund) such Bonds as herein provided.

“Servicer” means, initially, the Authority, Pennsylvania Higher Education Assistance Agency and any other Servicers of student loans selected by the Authority and approved by the Bond Insurer or, if no Bond Insurance Policy is then in effect, after notice to the Rating Agency and receipt of evidence that the existing ratings on the Bonds would not be adversely affected by the appointment of any such other servicer.

“Servicing Fees” means all those fees and expenses payable to a Servicer for servicing the Student Loans as may be limited in the Certificate and Agreement.

“Sinking Fund Payment” means, as of any particular date of calculation, the amount required to be paid by the Authority on a certain future date for the retirement of Outstanding Bonds which mature after said future date, but does not include any amount payable by the Authority by reason of the maturity of a Bond or by call for redemption at the election of the Authority.

“Sixth Supplemental Resolution” means the Sixth Supplemental Resolution to the Twelfth General Student Loan Program Bond Resolution, adopted June 26, 2006, and any amendments thereto in accordance with its terms.

“Special Allowance Payments” means certain incentive payments received by the Authority pursuant to Section 438 of the Higher Education Act.

“State” means the State of Missouri.

“Student Loan” or “Student Loans” means any Eligible Loan(s) made or acquired by the Authority by the expenditure of amounts in the Student Loan Fund, as may be limited by the Certificate and Agreement.

“Student Loan Fund” means the Student Loan Fund established pursuant to Section 5.2(A).

“Student Loan Notes” means the student loan promissory notes executed by a borrower to evidence such borrower’s obligation to repay a Student Loan under the related student loan purchase agreement, in substantially the form of the Authority’s standard form of agency and loan purchase agreement, or such other form as shall provide substantially the same provisions with respect to representations and warranties and repurchase obligations of the seller, and any related loan documentation.

“Subaccount” means any subaccount within an Account created pursuant to Section 5.2(F) hereof.

“Supplemental Loan” means a loan, other than a Higher Education Act Loan or a HEAL Loan, made to finance education that is permitted under the Act, including loans made under the Authority’s CASHloan program, and meeting the criteria set forth in the Certificate and Agreement as such criteria may be amended from time to time with the consent of the Bond Insurer, and which may be purchased or

otherwise financed by the Authority pursuant to the Loan Finance Program with the written approval of the Bond Insurer.

"Supplemental Resolution" means any Resolution supplemental to or amendatory of this General Resolution, adopted by the members of the Authority and effective in accordance with Article VIII.

"Tax Certificate and Arbitrage Agreement" means a Tax Certificate and Arbitrage Agreement, or document of similar purpose and intent executed in connection with any Series of Bonds which are not Federally Taxable Bonds with respect to requirements of the Code.

"Third Supplemental Resolution" means the Third Supplemental Resolution to the Twelfth General Student Loan Program Bond Resolution adopted February 7, 1996, and any amendments thereto in accordance with its terms.

"Trustee" means Wells Fargo Bank, N.A., Kansas City, Missouri, and its successor and any other person at any time substituted in its place pursuant to this General Resolution.

"Value", as of any particular time of determination under this General Resolution, means

- (a) with respect to cash the face value thereof;
- (b) with respect to any Investment Securities in the Student Loan Fund, the Revenue Fund, the Rebate Fund or the Debt Service Reserve Fund, the fair market value as determined in accordance with Section 5.8 hereof; and
- (c) with respect to any Eligible Loan or Student Loan, the unpaid principal amount thereof plus any accrued but unpaid interest, interest subsidy payments and Special Allowance Payments, provided, however, that Higher Education Act Loans that have been delinquent for 270 days or more are valued at 98% or 97% depending on the origination date of the loan, as provided in the Higher Education Act, and defaulted Supplemental Loans are valued at zero.

Section 1.3. Interpretation.

(A) In this General Resolution, unless the context otherwise requires:

(1) the terms "hereby," "hereof," "herein," "hereunder" and similar terms, as used in this General Resolution, refer to this General Resolution, and the term "heretofore" means before, and the term "hereafter" means after, the date of this General Resolution;

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

(3) words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(4) any headings preceding the texts of the several Articles and Sections of this General Resolution and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this General Resolution, nor shall they affect its meaning, construction or effect;

(5) this General Resolution shall be governed by and construed in accordance with the applicable laws of the State;

(6) the verbs "finance" and "acquire," when used with reference to a Student Loan, shall be construed to include (i) the purchase or other acquisition, or refinancing or refunding of such Student Loan or (ii) the participation by the Authority, either alone or with others, in the making or purchase thereof;

(7) references to the payment of the Bonds shall be deemed to include reference to the payment of interest and premium, if any, thereon;

(8) references to time shall mean the applicable local time in St. Louis, Missouri; and

(9) references to Sections and Articles, unless otherwise indicated, refer to Sections and Articles in this General Resolution.

(B) Nothing in this General Resolution expressed or implied is intended or shall be construed to confer upon, or to give to, any person, other than the Authority, the Fiduciaries, the Bond Insurer, the provider of a credit facility or liquidity facility, and the Owners of the Bonds, any right, remedy or claim under or by reason of this General Resolution or any covenant, condition or stipulation thereof. All the covenants, stipulations, promises and agreements herein contained by and on behalf of the Authority, shall be for the sole and exclusive benefit of the Authority, the Fiduciaries, the Bond Insurer, the provider of a credit facility or liquidity facility, and the Owners of the Bonds.

(C) If any one or more of the covenants or agreements provided herein on the part of the Authority or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements, shall be deemed separable from the remaining covenants and agreements hereof and shall in no way affect the validity of the other provisions of this General Resolution or of the Bonds.

(D) In consideration of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this General Resolution shall be a part of the contract of the Authority with the Owners of the Bonds and shall be deemed to be and shall constitute a contract among the Authority, the Trustee and the Owners from time to time of the Bonds.

ARTICLE II

TERMS OF BONDS

Section 2.1. Authorization for Resolution and Bonds. This General Resolution and the issuance of Bonds hereunder have been duly authorized by the Authority and the principal amount of Bonds that may be issued from time to time hereunder is not limited except as provided herein or by law. The Authority has ascertained and it is hereby determined and declared that the execution and delivery of this General Resolution is necessary to carry out and effectuate the purposes of the Authority and that

each and every covenant or agreement herein contained and made is necessary, useful or convenient in order to better secure the Bonds and is a contract or agreement necessary, useful and convenient to carry out and effectuate the purposes of the Authority.

Section 2.2. Limited Obligation of Authority. This General Resolution creates a continuing pledge and lien to secure the full and final payment of the principal of and interest on the Bonds of the Authority issued pursuant to this General Resolution. Bonds issued under the provisions of this General Resolution shall not be deemed to constitute a debt or liability of the State or of any political subdivision thereof or a pledge of the full faith and credit of the State or of any such political subdivision, but the Bonds shall be limited obligations of the Authority payable solely and only from the Revenues and other amounts pledged therefor pursuant to this General Resolution. The issuance of Bonds under the provisions of this General Resolution shall not, directly, indirectly, or contingently, obligate the State or any political subdivision thereof to levy any form of taxation therefor or to make any appropriation for their payment. Nothing in this General Resolution shall be construed to authorize the Authority to create a debt of the State within the meaning of the constitution or statutes of the State, and each Bond issued by the Authority shall be payable, and shall state on its face that it is payable, solely from the funds pledged for its payment in accordance with this General Resolution. The State shall not be liable in any event for the payment of the principal of or interest on any Bonds of the Authority or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever which may be undertaken by the Authority. No breach of any such pledge, mortgage, obligation, or agreement may impose any pecuniary liability upon the State or any charge upon the general credit or taxing power of the State.

Section 2.3. Authorization for Issuance of Bonds in Series. Bonds are hereby authorized to be issued from time to time hereunder in one or more Series without limitation as to amount except as may be provided herein, in a Supplemental Resolution, or by law. Bonds may be issued as Federally Taxable Bonds only if so provided in the Supplemental Resolution authorizing such Bonds. No Bonds shall be issued unless they are part of an issue described in a Supplemental Resolution and until the conditions contained in Section 2.5 and, in the case of Refunding Bonds, Section 2.6 are satisfied.

Section 2.4. Issuance and Delivery of Bonds. After their authorization by the Authority, Bonds may be executed by or on behalf of the Authority and delivered to the Trustee for authentication and, upon compliance by the Authority with the requirements of Section 2.5 and, in the case of Refunding Bonds, Section 2.6, the Trustee shall thereupon authenticate and deliver such Bonds to or upon the order of the Authority.

Section 2.5. Conditions Precedent to Delivery of Bonds. The Bonds of each Series shall be authenticated and delivered upon the order of the Authority, but only upon the receipt by the Trustee of the following:

(1) a copy of the Supplemental Resolution authorizing such Series, executed by the Authority, which shall specify:

(a) the authorized principal amount and designation of such Bonds;

(b) the purposes for which such Bonds are issued, which shall be one or more of the following: (i) the making of deposits into the Student Loan Fund, (ii) the making of deposits to the extent necessary to increase the balance in the Debt Service Reserve Fund to the amount, if any, required by this General Resolution or such Supplemental Resolution, (iii) the refunding of

any Bonds, (iv) the refinancing of any outstanding obligations of the Authority, (v) the payment of Costs of Issuance, or (vi) any combination of the foregoing;

(c) the dated dates and maturity dates of such Series of Bonds;

(d) the interest rates, if any, of and principal amounts payable upon such Bonds (or the manner of determining such rates or amounts) and the Interest Payment Dates, if any, and Principal Payment Dates therefor;

(e) the denominations of, and the manner of dating, numbering and lettering such Bonds;

(f) subject to Section 7.3, the Paying Agent and the places of payment of such Bonds or the manner of appointing and designating the same;

(g) the amounts, if any, required to be deposited in the Debt Service Reserve Fund pursuant to the Debt Service Reserve Fund Requirement;

(h) provisions concerning the forms of such Bonds and of the Trustee's certificate of authentication;

(i) any other provisions deemed advisable by the Authority as shall not conflict with the provisions hereof;

(j) the Redemption Price, if any, of and, subject to the provisions of Article VI, the redemption terms for such Bonds;

(k) the amounts and due dates of the Sinking Fund Payments, if any, for any of such Bonds;

(l) the Bond Insurer, credit facility or liquidity facility provider, if any; and

(m) whether the Bonds of such Series are Federally Taxable Bonds.

(2) a Bond Counsel's Opinion to the effect that: (i) this General Resolution has been duly and lawfully authorized and adopted by the Authority and is valid and binding upon, and enforceable against, the Authority (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other similar laws affecting rights and remedies of creditors and to the application of equitable principles and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against State agencies and authorities in the State); (ii) this General Resolution creates the valid pledge which it purports to create of the amounts, including Revenues and Recoveries of Principal, moneys and securities, on deposit in any of the Accounts established hereunder (except the Rebate Fund and the Excess Yield Fund), including the investments, if any, thereof, subject to the application of such amounts to the purposes and on the conditions permitted by this General Resolution; (iii) upon the execution, authentication and delivery thereof, such Bonds will have been duly and validly authorized and issued by the Authority and constitute the valid and legally binding limited obligations of the Authority enforceable in accordance with their terms (except to the extent that the enforceability thereof may be limited by the operation of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or

other similar laws affecting rights and remedies of creditors and to the application of equitable principles and to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against State agencies and authorities in the State); and (iv) interest on the Bonds, other than Federally Taxable Bonds, will be excludable from gross income for federal income tax purposes (subject to such exceptions as may be necessary with regard to future compliance by the Authority with federal income tax requirements regarding the use and investment of Bond proceeds and other funds);

- (3) a written order as to the delivery of such Bonds, signed by an Authorized Officer;
- (4) evidence of the receipt by the Trustee of the amount of the proceeds of such Bonds to be deposited with the Trustee pursuant to Section 4.1, which shall be conclusively established by the executed certificate of the Trustee so stating;
- (5) in the case of additional obligations issued pursuant to Section 7.10, evidence that the provisions of Section 7.10 have been complied with as of the date of delivery of such Series;
- (6) such further documents and moneys as are required by the provisions of Article VII hereof or of any Supplemental Resolution entered into pursuant to Article VIII;
- (7) for so long as any Bond Insurance Policy is in effect with respect to any Outstanding Series, the written consent of the Bond Insurer;
- (8) a Rating Confirmation; and
- (9) a Counsel's Opinion in form and substance satisfactory to the Trustee and the Bond Insurer.

Section 2.6. Conditions Precedent to Delivery of Refunding Bonds.

(A) In addition to the requirements of Section 2.5, Refunding Bonds of any Series shall be authenticated by the Trustee only upon the receipt by the Trustee of:

- (1) evidence of the receipt by the Trustee of irrevocable instructions to the Trustee to give due notice of the payment or redemption of all the Bonds to be refunded and the payment or Redemption Dates, if any, upon which such Bonds are to be paid or redeemed, which shall be conclusively established by the executed certificate of the Trustee so stating;
- (2) if Bonds are to be refunded which also are to be redeemed subsequent to the next succeeding forty-five days, evidence of the receipt by the Trustee of irrevocable instructions to the Trustee to mail, as provided in Article VI, notice of the redemption of such Bonds on a specified date prior to their Redemption Date, which shall be conclusively established by the executed certificate of the Trustee so stating; and
- (3) evidence of the receipt by the Trustee of either (a) moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued) in an amount sufficient to effect payment or redemption at the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the due date or redemption date, or (b) Governmental Obligations for the purpose of effecting a refunding of Bonds, the principal of and interest on which when due (without reinvestment thereof), together with the moneys (which may

include all or a portion of the proceeds of the Refunding Bonds to be issued), if any, contemporaneously deposited with the Trustee, will be sufficient to pay when due the applicable principal or Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the Redemption Date or dates of maturity thereof. Such receipt shall be conclusively established by the executed certificate of the Trustee so stating.

(B) Except as provided in Section 12.1, neither the noncallable Governmental Obligations nor moneys deposited with the Trustee pursuant to paragraph (A)(3) of this Section nor principal or interest payments on any such noncallable Governmental Obligations shall be withdrawn or used for any purpose other than the payment of the applicable Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the Redemption Date, and any cash received from such principal or interest payments, if not then needed for such purpose, shall be, to the extent practicable, reinvested in such Governmental Obligations for the purpose of effecting a refunding of Bonds, maturing at times and in amounts sufficient to pay when due the principal or applicable Redemption Price of Bonds, together with accrued interest.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 3.1. Place, Medium of Payment, Denomination, Maturities, Credit or Liquidity Facilities, Form and Date.

(A) Principal of, and premium, if any, on the Bonds are payable upon presentation and surrender thereof at the designated corporate trust office of the Paying Agent. Interest on the Bonds will be paid by check or draft drawn upon the Paying Agent and mailed to registered owners at the registered addresses, provided that, at the written request of the registered owner of at least \$1,000,000 principal amount of Bonds (which request may provide that it will remain in effect with respect to each subsequent Interest Payment Date unless and until changed or revoked at any time prior to an Interest Payment Date by subsequent written notice to the Paying Agent) interest shall be paid by wire transfer or other method of transfer of immediately available funds acceptable to the Paying Agent and the Authority. Payment as aforesaid shall be made 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.

(B) The date upon which any Principal Installment with respect to a Series of Bonds is to be payable shall be as set forth in the Supplemental Resolution authorizing such Bonds. Interest, if any, on each Bond shall be payable as shall be set forth in the Supplemental Resolution authorizing such Bonds.

(C) Bonds shall be issued in fully registered form, without coupons.

(D) All Series of Bonds shall be dated as provided in the Supplemental Resolution authorizing such Bonds. Bonds of any Series issued prior to the first Interest Payment Date, if any, applicable to Bonds of such Series shall bear interest from their dated date, but Bonds issued on or subsequent to the first Interest Payment Date applicable to Bonds of such Series shall bear interest from the Interest Payment Date next preceding the date of authentication thereof (unless such date of authentication shall be an Interest Payment Date, in which case they shall bear interest from such Interest Payment Date). If, however, as shown by the records of the Trustee and Registrar, interest on such Series of Bonds shall be in default, the Bonds issued in lieu of such Bonds surrendered for transfer or

exchange shall bear interest from the date to which interest has been paid in full on the Bonds surrendered.

(E) With respect to any Series of Bonds, the Authority may provide by Supplemental Resolution for the use of a book-entry-only system with The Depository Trust Company or other similar entity including alternate methods of paying Bonds.

(F) The interest rate or rates on Bonds of any Series may be fixed or variable, or fixed and variable, as shall be set forth in the Supplemental Resolution authorizing such Bonds.

(G) Payment of the principal of, premium, if any, or interest on the Bonds of any Series may be payable from or secured by a standby or direct pay credit facility or liquidity facility (and any substitute or alternate therefor), including any letter of credit, line of credit, Bond Insurance Policy, surety bond, standby bond purchase agreement, guaranty or similar device providing liquidity or credit enhancement for such Series of Bonds, as shall be set forth in the Supplemental Resolution authorizing such Bonds. The provider of any such Bond Insurance Policy or other credit facility or liquidity facility may be granted such rights to consent to or approve an action required or permitted hereunder as shall be set forth in the Supplemental Resolution authorizing the Series of Bonds benefiting from such Bond Insurance Policy or other credit facility or liquidity facility, provided, that the granting of such rights will not adversely affect the rating or ratings, if any, on any Outstanding Bonds.

Section 3.2. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this General Resolution as may be necessary or desirable to comply with custom, or otherwise.

Section 3.3. Interchangeability of Bonds. Bonds, upon surrender thereof at the designated corporate trust office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or his duly authorized attorney, may at the option of the registered owner thereof, and upon payment by such registered owner of any charges which the Trustee may make as provided in Section 3.6, be exchanged for an equal aggregate principal amount of Bonds of the same Series and maturity bearing the same rate of interest and having the same terms of any of the authorized denominations; provided, however, that the exchange of Bonds may be restricted by the Supplemental Resolution pursuant to which such Bonds are issued.

Section 3.4. Negotiability, Transfer and Registry. Except as provided in any Supplemental Resolution, all the Bonds issued under this General Resolution shall be negotiable, subject to the provisions for registration, transfer and exchange contained in this General Resolution and in the Bonds. So long as any of the Bonds remain Outstanding, the Authority shall maintain and keep, at the designated corporate trust office of the Trustee, as Registrar, which may be one or more banks or trust companies or national banking associations appointed by the Authority, books for the registration, transfer and exchange of Bonds. Upon presentation thereof for such purpose at said office, the Authority shall register or cause to be registered in such books, and permit to be transferred thereon, any Bonds pursuant to such reasonable regulations as it or the Registrar may prescribe. So long as any of the Bonds remain Outstanding, the Authority shall make all necessary provisions to permit the exchange of Bonds at the designated corporate trust office of the Trustee, as Registrar, or a duly appointed Registrar.

Section 3.5. Transfer of Bonds.

(A) Each Bond shall be transferable only upon the books of the Authority, which shall be kept for such purpose at the designated corporate trust office of the Trustee, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney. Upon the transfer of any such Bond, the Authority shall issue in the name of the transferee a new Bond or Bonds, of the same aggregate principal amount, Series, priority, interest rate and maturity as the surrendered Bond.

(B) The Authority and any Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the books of the Authority as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the Authority nor any Fiduciary shall be affected by any notice to the contrary.

Section 3.6. Regulations With Respect to Exchanges and Transfers. In all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Authority shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this General Resolution. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, and, except (A) with respect to the delivery of definitive Bonds in exchange for temporary Bonds, or (B) as otherwise provided herein, may charge a sum sufficient to pay the cost of preparing each new Bond (except for any Bonds held in custody for the benefit of any liquidity facility provider pursuant to a Supplemental Resolution) issued upon such exchange or transfer, which sums shall be paid by the Bondholder requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. The Authority shall not be obligated to issue, exchange or transfer any Bond during a period beginning on the opening of business on the date Bonds are selected for redemption and ending on the date of the mailing of notice of such redemption, or transfer or exchange Bonds called or being called for redemption, except the unredeemed portion of Bonds being redeemed in part.

Section 3.7. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Authority shall execute and the Trustee shall authenticate a new Bond of like Series, interest rate, maturity, principal amount and other terms of the Bond so mutilated, destroyed, stolen or lost. In the case of a mutilated Bond, such new Bond shall be delivered only upon surrender and cancellation of such mutilated Bond. In the case of a Bond issued in lieu of and substitution for a Bond which has been destroyed, stolen or lost, such new Bond shall be delivered only upon filing with the Trustee of evidence satisfactory to establish to the Authority and the Trustee that such Bond has been destroyed, stolen or lost and to prove the ownership thereof and upon furnishing the Authority and the Trustee with indemnity satisfactory to them. The person requesting the authentication and delivery of a new Bond pursuant to this Section shall comply with such other reasonable regulations as the Authority and the Trustee may prescribe and pay such expenses as the Authority and the Trustee may incur in connection therewith. All Bonds so surrendered to the Trustee shall be cancelled by it.

Section 3.8. Preparation of Definitive Bonds-Temporary Bonds.

(A) Definitive Bonds shall be typewritten, lithographed, printed or prepared in such other fashion as is acceptable in the investment banking business. Until definitive Bonds are prepared, the Authority may execute and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof and as to exchangeability, one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bonds are issued, in authorized denominations or any multiple thereof, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. Upon surrender of such temporary Bonds for exchange and cancellation, the Authority at its own expense shall prepare and execute and, without charge to the Owner thereof, deliver in exchange therefor, at the designated corporate trust office of the Trustee, definitive Bonds, of the same aggregate principal amount, Series and maturity, bearing the same rate of interest and having the same terms as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall be in all respects entitled to the same benefits and security as definitive Bonds issued pursuant to this General Resolution.

(B) All temporary Bonds surrendered in exchange for definitive Bonds shall be forthwith cancelled by the Trustee.

Section 3.9. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, shall be delivered to the Trustee when such payment or redemption is made, and such Bond, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. The Trustee shall cancel and destroy the Bond certificates it receives in accordance with its retention policy then in effect.

Section 3.10. Execution and Authentication.

(A) After their authorization pursuant to a Supplemental Resolution, Bonds of a Series may be executed pursuant to or on behalf of the Authority and delivered to the Trustee for authentication. The Bonds shall be executed in the name and on behalf of the Authority by the manual or facsimile signature of the Chairman or Executive Director of the Authority or in such other manner as may be required by law or the Supplemental Resolution authorizing the Bonds of a Series. The seal of the Authority (or a facsimile thereof) shall be thereunto affixed, imprinted, engraved or otherwise reproduced thereon, and attested by the manual or facsimile signature of any other Authorized Officer, or in such other manner as may be required by law or the Supplemental Resolution authorizing the Bonds of a Series. In case any one or more of the officers or employees who shall have signed or sealed any of the Bonds shall cease to be such officer or employee before the Bonds so signed and sealed shall have been actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office or be so employed. Any Bond may be signed and sealed on behalf of the Authority by such persons as at the actual time of the execution of such Bond shall be duly authorized or hold the proper office in or employment by the Authority, although at the date of the Bonds of such Series such persons may not have been so authorized or have held such office or employment.

(B) The Bonds of each Series shall bear thereon a certificate of authentication, in the form set forth in the Supplemental Resolution authorizing such Bonds, executed manually by the Trustee, or, if one be so authorized by a Supplemental Resolution, a co-authenticating agent. No Bond shall be entitled to any right or benefit under this General Resolution or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee or such agent. Such

certificate of the Trustee upon any Bond executed on behalf of the Authority shall be conclusive evidence that the Bond so authenticated was issued and delivered under this General Resolution and that the Owner thereof is entitled to the benefits hereof.

(C) Issuance of Bonds in the form of book entry securities shall take place upon the completion of such acts as may be specified and in the manner which may be specified in the Supplemental Resolution authorizing such issuance.

ARTICLE IV

APPLICATION OF BOND PROCEEDS AND OTHER AMOUNTS

Section 4.1. Application of Bond Proceeds, Accrued Interest and Premium. Except as otherwise provided in a Supplemental Resolution, the proceeds of sale of any Series of Bonds, other than the proceeds of Refunding Bonds, the proceeds from the remarketing or auction of any Bonds, or Bonds issued to refund other bonds or obligations of the Authority not issued under this General Resolution, shall, as soon as practicable upon the delivery of the Bonds, by the Trustee pursuant to Section 2.5, be applied as follows:

(1) the amount, if any, necessary to cause the aggregate amount on deposit in the Debt Service Reserve Fund to at least equal the Debt Service Reserve Fund Requirement immediately following the time of such delivery shall be deposited in the Debt Service Reserve Fund, together with such additional amounts, if any, as may be specified in the Supplemental Resolution authorizing such Series;

(2) upon the delivery of a Series of Bonds, the amount, if any, received at such time as a premium above the aggregate principal amount of such Bonds shall be applied by the Trustee as specified in the Supplemental Resolution authorizing such Series, and the amount, if any, received as accrued interest, or capitalized interest as designated by a Supplemental Resolution, shall be deposited in the Revenue Fund unless otherwise provided in a Supplemental Resolution; and

(3) the balance remaining after such deposits have been made shall be deposited in the Student Loan Fund.

Section 4.2. Application of Proceeds of Refunding Bonds. The proceeds of the Refunding Bonds or Bonds issued to refund other bonds or obligations of the Authority not issued under this General Resolution, of a Series shall be deposited as provided in the Supplemental Resolution authorizing such Bonds.

Section 4.3. Application of Amounts Pledged as Security for Bonds Defeased. The balance of any account or fund of the Authority which is pledged as security for any Series of Bonds of the Authority shall be distributed, upon the defeasance of such Series through the application of the proceeds of Refunding Bonds issued pursuant to this General Resolution, as prescribed in the Supplemental Resolution authorizing such Refunding Bonds.

□ ARTICLE V

PLEDGE OF RESOLUTION; ESTABLISHMENT OF FUNDS AND ACCOUNTS

Section 5.1. Pledge. In order to secure equally and ratably on a parity basis one with the other (except as hereinafter provided): (1) the payment of the principal of, the interest on and the purchase price of the Bonds at any time issued and Outstanding under this General Resolution according to their tenor and effect; (2) the performance and observance of all of the covenants and conditions in said Bonds and herein contained; (3) the obligations of the Authority incurred pursuant to any Bond Insurance Policy or other credit facility or liquidity facility that may, from time to time, be in effect with respect to any Bonds; and (4) the performance and observance of the covenants and conditions contained in any such Bond Insurance Policy or other credit facility or liquidity facility, all of the following property, assets, rights and interests (including all proceeds thereof) (the "Pledged Assets") are hereby pledged by the Authority, and a security interest in the Pledged Assets is hereby granted, to the Trustee and its successors and assigns in trust forever (subject to the terms and conditions hereof) for the benefit of the Bondholders and the provider of any Bond Insurance Policy or other credit facility or liquidity facility, as their interests may appear:

(A) The Student Loans and Student Loan Notes evidencing the same;

(B) All moneys and securities from time to time held by the Trustee under the terms of this General Resolution (excluding moneys and securities held, or required to be deposited, in the Rebate Fund or the Excess Yield Fund) and any and all other real or personal property of every name and nature, from time to time hereafter by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security hereunder by the Authority or by anyone in its behalf or with its written consent to the Trustee, which is hereby authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms hereof; and

(C) All Revenues and Recoveries of Principal.

To the fullest extent provided by applicable laws, the Pledged Assets shall immediately be subject to the lien of this General Resolution without any physical delivery thereof or further act, and such lien shall be valid and binding against all parties having claims of any kind in tort, contract or otherwise, irrespective of whether such parties have notice hereof.

As security for the Authority's repayment obligations with respect to any Funding Instrument, the provider of any Funding Instrument is hereby granted a security interest in the Pledged Assets, which shall be junior and subordinate to the security interest of the Bondholders therein.

Section 5.2. Establishment or Authorization of Student Loan Fund, Revenue Fund, Debt Service Reserve Fund, Rebate Fund and Excess Yield Fund. In order best to effectuate the making and acquiring of Student Loans and to provide for the proper administration of all moneys received as proceeds of the Bonds, there are hereby created and established the following Accounts:

(A) The Student Loan Fund. Except as otherwise provided in a Supplemental Resolution, there shall be credited to the Student Loan Fund, the following:

(i) all proceeds from the sale of the Bonds (excluding premium, accrued interest and capitalized interest, if any, and to the extent required by the Supplemental Resolution relating to a Series of Bonds, the Debt Service Reserve Fund Requirement pertaining to the Series of Bonds), other than proceeds of Refunding Bonds, the proceeds from the remarketing or auction of any Bonds, or the proceeds of Bonds issued to refund other Bonds or obligations of the Authority not issued under this General Resolution;

(ii) Recoveries of Principal subject to any limitations set forth herein and in a Supplemental Resolution; and

(iii) all moneys required or directed to be transferred to the Student Loan Fund pursuant to this General Resolution or any Supplemental Resolution. All moneys in the Student Loan Fund shall be used for the purposes and disbursed as provided in Section 5.3.

(B) The Revenue Fund. Except as otherwise provided in a Supplemental Resolution, the Authority shall cause all Revenues to be deposited with the Trustee in the Revenue Fund. There shall also be deposited in the Revenue Fund any other amounts required or directed to be deposited therein pursuant hereto and to a Supplemental Resolution and any other amounts available therefor and determined by the Authority to be deposited therein from time to time.

(C) The Debt Service Reserve Fund. Except as otherwise provided in a Supplemental Resolution, there shall be credited to the Debt Service Reserve Fund the following:

(i) the Debt Service Reserve Fund Requirement, if any, from initial proceeds of the Bonds or from a Funding Instrument, or from such other moneys of the Authority as specified in the Supplemental Resolution authorizing the Series,

(ii) to the extent moneys or amounts available under a Funding Instrument on deposit in the Debt Service Reserve Fund are less than the Debt Service Reserve Fund Requirement, funds shall be deposited therein to the extent required by Section 5.4(B) from the next available Revenues until the amount on deposit or provided by a Funding Instrument therein is equal to the Debt Service Reserve Fund Requirement,

(iii) such other amounts as are required or directed to be deposited in or transferred to the Debt Service Reserve Fund pursuant to Section 5.3 or any other provisions of this General Resolution or any Supplemental Resolution.

In lieu of cash deposits to the Debt Service Reserve Fund, as described in subparagraph (i) above, the Authority, with respect to any Series, and with the consent of the Bond Insurer if such Series is insured by a Bond Insurance Policy, may cause to be deposited into the Debt Service Reserve Fund, a Funding Instrument in an amount equal to the difference between the Debt Service Reserve Requirement for such Series and the sums, if any, then on deposit or being deposited in the Debt Service Reserve Fund.

The provider, if any, of the Funding Instrument shall be rated in one of the two highest rating categories by S&P, or shall have the qualifications set forth in the Supplemental Resolution authorizing the issuance of such Series of Bonds.

(D) The Rebate Fund and the Excess Yield Fund. The Authority hereby also authorizes the Trustee to establish special accounts to be held by the Trustee and to be called the Rebate Fund and the

Excess Yield Fund. Such Accounts are not included within the Pledged Assets. The Trustee shall make deposits to and withdrawals from the Rebate Fund and the Excess Yield Fund at such time and in the manner specified by the Authority acting in accordance with the terms of the Tax Certificate and Arbitrage Agreement.

(E) All such Accounts shall be held and maintained by the Trustee and shall be identified by the Authority and the Trustee according to the designations herein provided in such manner as to distinguish such Accounts from the accounts established by the Authority for any other of its obligations. All moneys or securities held by the Trustee or any Fiduciary pursuant to this General Resolution (other than the Rebate Fund and Excess Yield Fund) shall be held in trust for the benefit of the Bondholders, and applied only in accordance with the provisions of this General Resolution.

(F) The Authority may authorize the Trustee to establish Subaccounts as it may deem necessary. Any Subaccount established under the Revenue Fund, the Debt Service Reserve Fund and the Student Loan Fund shall be held and maintained as a separate account solely for the purpose of tracking the investment and receipts of money and Eligible Loans, all in accordance with the Tax Certificate and Arbitrage Agreement, if any, in connection with a Series of Bonds. Notwithstanding this subsection (F) and subsection (E) above and the establishment by the Trustee of any Accounts or subaccounts under any Supplemental Resolution, the amounts and Student Loans in all Accounts and subaccounts shall be held and applied as provided in this General Resolution without regard to individual series of Bonds.

Section 5.3. Student Loan Fund.

(A) Moneys in the Student Loan Fund shall be used, except as otherwise provided herein or by any Supplemental Resolution, only for the following purposes:

(i) to pay Costs of Issuance, including the initial fees of the Bond Insurer or any other provider of a credit facility or liquidity facility under a Supplemental Resolution, and the fees of the Trustee or other Fiduciary;

(ii) to make or acquire Eligible Loans, subject to the provisions and requirements of this General Resolution or any Supplemental Resolution;

(iii) in the event of foreclosure on the lien of the Trustee on the Pledged Assets, for transfer to the Revenue Fund;

(iv) to make deposits to the Revenue Fund for the purpose of paying principal of or interest on Bonds, whether at maturity or earlier redemption or purchase, or to the Debt Service Reserve Fund to the extent of any deficiency therein;

(v) periodically, after the above payments have been made, (A) to make deposits to the Rebate Fund or the Excess Yield Fund for the purpose of paying amounts as are required to be transferred therein to satisfy the requirements of the Tax Certificate and Arbitrage Agreement, (B) to pay interest or other amounts with respect to Student Loans required to be paid to the Secretary of Education pursuant to the Higher Education Act, and (C) to pay Program Expenses if any, not otherwise paid, retained or provided for by the Authority from moneys under this General Resolution, subject to any limitations set forth in a Supplemental Resolution or the Certificate and Agreement;

(vi) subject to the provisions of the Tax Certificate and Arbitrage Agreement, all investment income on the Student Loan Fund shall be credited as received to the Revenue Fund; and

(vii) any amount remaining in the Student Loan Fund after the Bonds have been retired shall be transferred to such fund or account of the Authority as an Authorized Officer may direct for any lawful Authority purpose.

The Trustee shall, except as otherwise permitted by Section 5.3(A)(iii), 5.3(A)(iv) and 5.3(A)(vi), and after any initial transfer required pursuant to a Supplemental Resolution, make disbursements from the Student Loan Fund only upon receipt of a written direction to do so from the Authority (or if oral, promptly confirmed in writing). As to each such disbursement, the Authority hereby covenants that it will comply with the requirements of applicable federal and state law and (i) that the disbursement to be made is a proper charge against the Student Loan Fund, that all requirements of this General Resolution and any Supplemental Resolution in connection therewith have been met, and in connection with Section 5.3(A)(ii) disbursements, that no Event of Default has occurred and is continuing, and (ii) that if the disbursement is to finance the acquisition of Eligible Loans, the Student Loan Notes with respect to each such Eligible Loan so purchased is on file.

(B) At any time the Authority may direct the Trustee in writing to apply amounts in the Student Loan Fund to the redemption, purchase or retirement of Bonds in accordance with their terms and the provisions of Article VI.

(C) If required by a Supplemental Resolution, in the event that the Authority shall, by law or otherwise, become, for more than a temporary period, unable to finance Eligible Loans pursuant to this General Resolution or shall suffer unreasonable burdens or excessive liabilities in connection therewith, or if there is a Recycling Suspension Event, the Authority shall with all reasonable dispatch deliver to the Trustee a Certificate of an Authorized Officer stating the occurrence of such an event and setting forth the amount, if any, required to be retained in the Student Loan Fund for the purpose of meeting any existing obligations of the Authority payable therefrom, and the Trustee, after reserving therein the amount stated in such Certificate, shall apply any balance remaining in the Student Loan Fund to the purchase or retirement of Bonds in accordance with their terms and the provisions of Article VI.

Section 5.4. Use and Disbursements of Revenue Fund Moneys and Debt Service Reserve Fund Moneys.

(A) Revenue Fund. Except as otherwise provided herein or in a Supplemental Resolution, the Trustee shall make disbursements from the Revenue Fund as follows and in the following order of priority:

(i) Periodically, as directed in writing by an Authorized Officer of the Authority in its discretion, to the Rebate Fund or the Excess Yield Fund such amounts as are required to be transferred therein to satisfy the requirements of the Tax Certificate and Arbitrage Agreement;

(ii) Periodically, as directed in writing by an Authorized Officer of the Authority, the amounts required to pay interest or other amounts with respect to Student Loans required to be paid to the Secretary of Education pursuant to the Higher Education Act;

(iii) Periodically, as directed in writing by an Authorized Officer of the Authority, the amounts required to pay all Bond Fees and Servicing Fees not otherwise paid, retained, or provided for from moneys under this General Resolution, subject to any limitations set forth in a Supplemental Resolution or the Certificate and Agreement;

(iv) On each Interest Payment Date, into a payment account to be used by the Trustee therefor the amount required for payment of interest due on such Interest Payment Date and the amount required for payment of principal and premium, if any, due (whether by maturity or mandatory sinking fund redemption) on Outstanding Bonds on such Interest Payment Date (including amounts to be used to reimburse the issuer of any bond insurance policy or other credit facility or liquidity facility for making any such payment), if any;

(v) On each Interest Payment Date, (A) first to the issuer of any Funding Instrument for any draws thereunder; (B) second into the Debt Service Reserve Fund, the amount, if any, by which the cash on deposit or available under a Funding Instrument in such account is less than the Debt Service Reserve Fund Requirement; and (C) then into the Student Loan Fund the amount, if any, of any transfers made from the Student Loan Fund into the Revenue Fund to satisfy any deficiencies therein;

(vi) On each Interest Payment Date, as directed by the Authority, subject to any limitations set forth in a Supplemental Resolution or the Certificate and Agreement, after the above payments have been made, the amount necessary to pay Program Expenses then unpaid and not otherwise paid or provided for from moneys under this General Resolution;

(vii) On each Interest Payment Date, as directed by the Authority in its discretion, subject to any limitations set forth in a Supplemental Resolution or the Certificate and Agreement, from the amount, if any, available and remaining after the above transfers and payments have been made, to the Student Loan Fund, until the end of the Recycling Period; provided, however, that no transfer pursuant to this subsection shall be made during any Recycling Suspension Event;

(viii) On each Interest Payment Date, as directed by the Authority, from the amount, if any, available and remaining after the above transfers and payments have been made, the amount necessary to pay any accrued Carry-over Amount (as defined in the applicable Supplemental Resolution); provided, however, that no transfer pursuant to this subsection shall be made during any Recycling Suspension Event;

(ix) On each Interest Payment Date the amount in excess of the Parity Percentage, as set forth in the Certificate and Agreement, may be released to the Authority if the requirements set forth for such release in the Certificate and Agreement are met; provided, however, that no transfer pursuant to this subsection shall be made during any Recycling Suspension Event;

(x) On any redemption date for Bonds upon the written direction of the Authority by its Authorized Officer, the amount required for payment of the principal portion of the redemption price of the Bonds in connection with (A) an optional redemption, or (B) mandatory redemption after the Recycling Period; and

(xi) At the direction of the Authority and in connection with a partial refunding of the Bonds, an amount not greater than the principal amount of the Bonds being paid from the proceeds of the refunding bonds may be transferred to be used for any lawful Authority purpose.

Subject to the provisions of the Tax Certificate and Arbitrage Agreement, all investment income from the Revenue Fund shall remain deposited in and be credited as received to the Revenue Fund.

(B) Debt Service Reserve Fund. Except as may be set forth in any Supplemental Resolution, in the event there shall be on any Principal Payment Date or Interest Payment Date a deficiency in the amounts in the Revenue Fund to be applied to the payment of principal or interest on the Bonds, the Trustee shall make up such deficiency by transfer of moneys for that purpose first from the Student Loan Fund, and second, in the event there are insufficient moneys for such purpose in the Student Loan Fund, from the Debt Service Reserve Fund. If the Debt Service Reserve Fund is funded partially by cash and partially by a Funding Instrument, the cash shall be used first to fund any deficiency in the amounts in the Revenue Fund to be applied to the payment of principal of and interest on the Bonds.

In the event the amount on deposit or available under a Funding Instrument in the Debt Service Reserve Fund is less than the Debt Service Reserve Fund Requirement, funds shall be deposited therein to the extent of any such deficiency from transferred funds from the Revenue Fund or the Student Loan Fund. To the extent amounts have been transferred to the Debt Service Reserve Fund as a replenishment of a draw on a Funding Instrument, the Trustee, at the written direction of the Authority, shall first release such amounts for payment to the provider of the Funding Instrument and after all such amounts are paid in full, amounts transferred shall be applied to fund the Debt Service Reserve Fund to the Debt Service Reserve Fund Requirement. If the Debt Service Reserve Fund is funded by more than one Funding Instrument, drawings under the Funding Instruments, and the reimbursement of amounts due under the Funding Instruments, shall be made on a pro rata basis (calculated by reference to the maximum amounts available thereunder) after applying all available cash in the Debt Service Reserve Fund and prior to the replenishment of any such cash draws.

Cash on deposit in the Debt Service Reserve Fund may also be applied in conjunction with the final payment of the principal of and interest on the last Outstanding Bonds of a Series as directed by the Authority. To the extent moneys on deposit in the Debt Service Reserve Fund exceed the Debt Service Reserve Fund Requirement, as required hereunder, the Authority shall direct the Trustee to transfer such excess to the Revenue Fund, so long as the Debt Service Reserve Requirement is met for all Bonds Outstanding. Subject to the provisions of the Tax Certificate and Arbitrage Agreement, all investment income on the Debt Service Reserve Fund shall be credited as received to the Revenue Fund.

For purposes of this Section, any Funding Instrument shall be valued at the face value thereof.

(C) As soon as practicable after the fortieth day preceding the due date of any Sinking Fund Payment, the Trustee shall proceed to call for redemption pursuant to Section 6.3, on such due date, Bonds of the Series and maturity for which such Sinking Fund Payment was established in such amount as shall be necessary to complete the retirement of a principal amount of the Bonds of such maturity equal to the required unsatisfied balance of such Sinking Fund Payment.

(D) Upon the purchase or redemption of Bonds for which Sinking Fund Payments have been established, an amount equal to the principal amount of the Bonds so purchased or redeemed shall be credited toward the next Sinking Fund Payment thereafter to become due. If, however, there shall be filed with the Trustee written instructions of an Authorized Officer specifying a different method for crediting

Sinking Fund Payments upon any such purchase or redemption of Bonds, then such Sinking Fund Payment shall be credited as shall be provided in such instructions.

Section 5.5. Reserved.

Section 5.6. Deposits. Until such time as deposited pursuant to paragraph A, all moneys held by the Trustee will be held within the corporate trust department of the Trustee.

(A) In order to permit such amounts to be available for use at the time when needed, any amounts held in trust under this General Resolution by any Fiduciary or Depository as such, including amounts held by the Trustee, may, if and as directed by the Authority, be deposited in the commercial banking department of such Fiduciary or Depository which may honor checks and drafts on such deposit with the same force and effect as if it were not such Fiduciary or Depository. Any such Fiduciary or Depository shall allow and credit on such amounts at least such interest, if any, as it customarily allows upon similar funds of similar size and under similar conditions or as required by law.

(B) All amounts deposited by any Fiduciary or Depository pursuant to subsection (A) shall be continuously and fully secured either (i) by lodging with the Trustee as custodian, as collateral security, Investment Securities having a market value (exclusive of accrued interest) not less than the amount of such deposit, or (ii) in such other manner as may then be required by applicable federal or State laws and regulations regarding security for the deposit of public funds. It shall not be necessary, unless required by applicable law for any Fiduciary to give security under this Section for the deposit of any amounts to the extent that such deposit is insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation, or their respective successors.

Section 5.7. Investment of Certain Funds.

(A) The Authority shall direct the Trustee from time to time as to the investment of amounts in the Accounts. The Authority shall direct the Trustee to invest and reinvest the moneys in any Account in Investment Securities so that the maturity date or date of redemption at the option of the holder thereof shall coincide as nearly as practicable, but in any case shall not extend beyond, the times at which moneys are required to be so expended in accordance with this General Resolution. If the Authority fails to direct the Trustee to invest funds pursuant to this Section, the Trustee is hereby directed to invest such funds in a money market fund, including any proprietary money market fund which meets the requirements of subsection (g) of the definition of "Investment Securities" in Section 1.2 hereof. The Investment Securities purchased shall be held by the Trustee, or by such other Depository as permitted by this General Resolution, and shall be accounted for at all times as part of such Account, and the Trustee, or such other Depository, shall keep the Authority advised as to the details of all such investments. The foregoing notwithstanding, to the extent permitted by applicable law, the Authority may direct the Trustee to commingle moneys in the various Accounts for investment purposes and the Trustee may transfer Investment Securities from Account to Account on the books kept for such purpose without selling such Investment Securities; provided, however, that moneys in the Rebate Fund and the Excess Yield Fund shall not be so commingled. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by the Trustee in accordance with this General Resolution.

(B) Except as otherwise provided herein or in a Supplemental Resolution, Investment Securities purchased as an investment of moneys in any Account held by the Trustee under the provisions of this General Resolution shall be deemed at all times to be a part of such Account but the income or interest earned and gains realized in excess of losses suffered by an Account due to the investment thereof

(other than the Rebate Fund and the Excess Yield Fund), subject to the provisions of the Tax Certificate and Arbitrage Agreement, shall be deposited in the Revenue Fund or shall be credited as Revenues to the Revenue Fund from time to time and reinvested. Earnings and income derived from Investment Securities held in the Rebate Fund and the Excess Yield Fund shall be credited as provided in the Tax Certificate and Arbitrage Agreement or as otherwise provided by a Supplemental Resolution.

Section 5.8. Valuation and Sale of Investments.

(A) In computing the amount in any Account, obligations purchased as an investment of moneys therein shall be valued at their Value, as hereinafter defined, plus accrued interest in each case. "Value," which shall be determined as of the end of each month, means the value of any investments calculated as follows:

(i) For the purpose of determining the amount in any fund, all Investment Securities credited to such fund shall be valued at fair market value. The Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include but are not limited to pricing services provided by Financial Times Interactive Data Corporation, Merrill Lynch, Citigroup Global Markets Inc., Bear Stearns, or Lehman Brothers.

(ii) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus accrued interest thereon.

(iii) as to any investment not specified above: the value thereof established by prior agreement between the Authority, the Trustee and the Bond Insurer, as provided by Supplemental Resolution.

(B) Except as otherwise provided herein, the Trustee shall sell, or present for redemption, any Investment Security whenever it shall be requested in writing by an Authorized Officer to do so or whenever it shall be necessary in order to provide moneys to meet any payment or transfer from any Account held by it. As set forth hereunder and under Section 5.7, an Investment Security may be credited on a pro-rata basis to more than one Account and need not be sold in order to provide for the transfer of amounts from one Account to another.

Section 5.9. Final Balances. Upon payment of all principal of, premium, if any, and interest on the Bonds, and upon payment of all sums properly due and payable hereunder (including all amounts due and owing to the Bond Insurer and all fees, charges and expenses of any Fiduciary which are properly due and payable hereunder as of such date), all moneys remaining in all Funds and Accounts, except moneys held by the Trustee pursuant to Section 5.10 hereof, shall be remitted to the Authority.

Section 5.10. Nonpresentment of Bonds. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity or otherwise, or at the date fixed for redemption thereof, if money sufficient to pay such Bond shall have been deposited in a separate account held by the Trustee, all liability of the Authority to the owner thereof for the payment of such Bond shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such moneys without liability for interest thereon, for the benefit of the owner of such Bond who shall thereafter be restricted exclusively to such moneys, for any claim of whatever nature on his or her part under this General Resolution or on, or with respect to, said Bond.

Any moneys so deposited with and held by the Trustee not so applied to the purchase or payment of Bonds within two years after the date on which the same shall have become due shall be paid by the Trustee to the Bond Insurer, to the extent of any amounts owing thereto, and then to the Authority, free from the trusts created by this General Resolution. Thereafter, Bondholders shall be entitled to look only to the Authority for payment. The Authority shall not be liable for any interest on the sums paid to it pursuant to this Section and shall not be regarded as a trustee of such money.

Section 5.11. Moneys to be Held in Trust. All moneys required to be deposited with or paid to the Trustee under any provisions of this General Resolution shall be held by the Trustee in trust and applied for the purposes herein specified.

Section 5.12. Rebate Fund and Excess Yield Fund Not a Part of Pledged Assets. Notwithstanding anything in this General Resolution to the contrary, neither the Rebate Fund nor the Excess Yield Fund is a part of the Pledged Assets created by this General Resolution for the benefit and security of the Bonds.

ARTICLE VI

REDEMPTION OF BONDS

Section 6.1. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity shall be redeemable, upon notice as provided in this Article, at such times, at such Redemption Prices and upon such other terms as may be specified in this General Resolution, in the Bonds and in the respective Supplemental Resolution authorizing the issuance of such Bonds.

Section 6.2. Redemption at the Election or Direction of the Authority. In the case of any redemption of Bonds other than as provided in Section 6.3, the Authority shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date, of the principal amounts of the Bonds of such Series and maturities to be redeemed (which redemption date, Series, maturities and principal amounts thereof to be redeemed shall be determined by the Authority in its sole discretion, subject to any limitations with respect thereto contained in or permitted by this General Resolution or any Supplemental Resolution) and of any moneys to be applied to the payment of the Redemption Price. Except as otherwise set forth in a Supplemental Resolution, such notice shall be given not less than thirty (30) days prior to the redemption date. In the event notice of redemption shall have been given as provided in Section 6.5, the Trustee, if it holds the moneys to be applied to the payment of the Redemption Price, or otherwise the Authority, shall prior to the redemption date, pay or cause to be paid to the appropriate Paying Agent or Paying Agents an amount which, in addition to other moneys, if any, available therefor held by such Paying Agent or Paying Agents, will be sufficient to redeem on the redemption date at the Redemption Price thereof, together with accrued but unpaid interest to the redemption date, for all the Bonds to be redeemed. The Authority shall promptly notify the Trustee in writing of all such payments made by the Authority to a Paying Agent.

Section 6.3. Redemption Otherwise Than at Authority's Election or Direction. Whenever by the terms of this General Resolution, the Trustee is required to redeem Bonds otherwise than at the election or direction of the Authority, and subject to and in accordance with the terms of this Article and, to the extent applicable, Article V, the Trustee shall select the Redemption Date of the Bonds to be redeemed, give the notice of redemption and pay the Redemption Price to the appropriate Paying Agents.

Section 6.4. Selection of Bonds to be Redeemed. In the event of redemption of less than all the Outstanding Bonds of like Series, priority and maturity, the Trustee shall assign to each such Outstanding Bond a distinctive number for each minimum denomination of the principal amount thereof so as to distinguish each such minimum denomination from each other portion of the Bonds subject to such redemption. Except as otherwise specified in the applicable Supplemental Resolution, the Trustee shall select by lot, using such method of selection it shall deem proper in its sole discretion, from the numbers of all such Bonds then Outstanding of such maturity, as many numbers as, at the minimum denomination for each member, shall equal the principal amounts of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; but only so much of the principal amount of each such Bonds of a denomination of more than the minimum denomination shall be redeemed as shall equal the minimum denomination for each number assigned to it and so selected. For the purposes of this Section, Bonds which have theretofore been selected by lot for redemption shall not be deemed Outstanding.

Any integral multiple of a minimum denomination may, if so specified by the provisions of a Supplemental Resolution, be utilized in connection with the partial redemption of Bonds issued pursuant to such Supplemental Resolution and such Bonds shall be subject to selection for redemption in the amount of such multiple but otherwise in accordance with this Section.

Section 6.5. Notice of Redemption. When the Trustee shall receive notice from the Authority of its election or direction to redeem Bonds pursuant to Section 6.2 and when redemption of Bonds is required by this General Resolution pursuant to Section 6.3, the Trustee shall give notice, in the name of the Authority, of the redemption of such Bonds. Such notice shall specify the Series, priority and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all the Bonds of any like maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds to be redeemed and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of registered Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. Such notice shall be given by first class mail, not less than thirty days before the redemption date, unless otherwise specified in Supplemental Resolution, to the registered Owners of any Bonds or portions of Bonds which are to be redeemed, at their last addresses, if any, appearing upon the registry books, but failure so to mail any such notice to any one or more of the Owners of any Bonds designated for redemption shall not affect the sufficiency of the proceedings for redemption of Bonds with respect to Owners to whom such notice was made; provided, however, that shorter periods before the redemption date during which notice pursuant to this Section must be given may be prescribed by a Supplemental Resolution as to Bonds issued pursuant to such Supplemental Resolution. As directed by the Authority and at its option, further notice shall be given by the Trustee in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.

Section 6.6. Payment of Redeemed Bonds. Notice having been given by mail in the manner provided in Section 6.5, the Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and, upon presentation and surrender thereof at the designated office specified in

such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price plus interest accrued and unpaid to the redemption date. If there shall be called for redemption less than the entire principal amount of a Bond, the Authority shall execute, the Trustee shall authenticate and the Paying Agent shall deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered at the option of the Owner, Bonds of like Series, priority and maturity in any of the authorized denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been mailed as aforesaid, then, from and after the Redemption Date, interest on the Bonds or portions thereof of such Series and maturities so called for redemption shall cease to accrue and become payable. If said moneys shall not be available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE VII

PARTICULAR COVENANTS

The Authority covenants and agrees with the Trustee and the Owners of the Bonds as follows:

Section 7.1. Payment of Bonds. The Authority shall duly and punctually pay or cause to be paid, as herein provided, the principal or Redemption Price of every Bond and the interest, if any, thereon, at the dates and places and in the manner stated in the Bonds, according to the true intent and meaning thereof.

Section 7.2. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement. In the event that the maturity of any of the Bonds or the time for payment of any claims for interest shall be extended, such Bonds or claims for interest shall not be entitled to the benefit of this General Resolution or to any payment out of the Accounts established pursuant to this General Resolution, including the investments, if any, thereof, or out of any assets or revenues pledged hereunder prior to benefits accorded to or the payment of the principal of all Bonds the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the Authority to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of the maturity of the Bonds.

Section 7.3. Offices for Servicing Bonds. The Authority shall at all times maintain an office or agency where Bonds may be presented for registration, transfer or exchange and where notices, presentations and demands upon the Authority in respect of the Bonds or of this General Resolution may be served. The Authority shall designate such Fiduciaries, in addition to or replacing the Trustee as to the agencies to which they are appointed, as Paying Agents or Registrar or authenticating agent as it may deem appropriate under the provisions of any Supplemental Resolution.

Section 7.4. Power to Issue Bonds and Pledge Revenues, Recoveries of Principal, Funds and Other Property. The Authority is duly authorized under all applicable laws to authorize and issue the Bonds and to enter into, execute and deliver this General Resolution and to pledge the assets and revenues

purported to be pledged hereby in the manner and to the extent herein provided. The assets and revenues so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon, or with respect thereto prior to the pledge created hereby, and all corporate or other action on the part of the Authority to that end has been and will be duly and validly taken. The Bonds and the provisions of this General Resolution are and will be the valid and legally enforceable obligations of the Authority in accordance with their terms and terms of this General Resolution. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Revenues, Recoveries of Principal, and other assets and revenues, including rights therein pledged under this General Resolution, and all the rights of the Bondholders under this General Resolution against all claims and demands of all persons whomsoever.

Section 7.5. Further Assurance. At any and all times the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Revenues, Recoveries of Principal, and assets hereby pledged or assigned, or intended so to be, or which the Authority may become bound to pledge or assign.

Section 7.6. Tax Covenants.

(A) The Authority covenants that it will not take any action or inaction, or fail to take any action, or permit any action to be taken on its behalf or cause or permit any circumstance within its control to arise or continue, if any such action or inaction would adversely affect the exclusion from gross income for federal income tax purposes of the interest on Bonds, other than Federally Taxable Bonds, under Section 103 of the Code. In furtherance of the foregoing covenants, the Authority covenants to comply with any Tax Certificate and Arbitrage Agreement.

(B) Notwithstanding any other provision of this General Resolution to the contrary, including in particular Article XII hereof, the covenants contained in this Section shall survive the defeasance or payment in full of the Bonds.

Section 7.7. Accounts and Reports.

(A) The Authority shall keep, or cause to be kept, proper books of record and account in which complete and accurate entries shall be made of all of its transactions relating to the Student Loans and all Accounts established by this General Resolution which shall at all reasonable times be subject to the inspection of the Trustee and the Owners of an aggregate of not less than 10% in principal amount of Bonds then Outstanding or their representatives duly authorized in writing.

(B) The Authority shall provide to any Owner or such Owner's duly authorized representative audited financial statements for the most recently completed Fiscal Year which set forth in reasonable detail:

- (1) the balance sheet for the Authority at the end of such Fiscal Year;
 - (2) a statement of the Authority's revenues and expenses during such Fiscal Year;
- and
- (3) a statement of cash flows as of the end of such Fiscal Year.

The financial statements shall be accompanied by an Accountant's Certificate stating that the financial statements examined present fairly the financial position of the Authority at the end of the Fiscal Year, the results of its operations and cash flows for the period examined, in conformity with generally accepted accounting principles.

Section 7.8. Loan Finance Program.

(A) The Authority shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the provisions of this General Resolution and sound banking practices and principles, subject to the Higher Education Act: (i) use and apply the proceeds of the Bonds, to the extent not reasonably or otherwise required for other purposes of the Loan Finance Program, to finance Eligible Loans pursuant to this General Resolution or to pay other obligations of the Authority required to be paid under this General Resolution, (ii) do all such acts and things as shall be necessary to receive and collect Revenues (including Special Allowance Payments) and Recoveries of Principal sufficient to pay the Bonds and the Program Expenses, and (iii) diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Authority to protect its rights with respect to, to maintain any insurance on and to enforce all terms, covenants and conditions of Student Loans.

(B) No amount in the Student Loan Fund shall be expended or applied for the purpose of financing an Eligible Loan, and no Eligible Loan shall be financed, unless (except to the extent that a variance from such requirements is required by an agency or instrumentality of the United States of America insuring or guaranteeing the payment of an Eligible Loan) the Authority has determined that the loan is an Eligible Loan and that:

(1) if the payment of the principal of and interest on the Eligible Loan is either (i) insured by the Secretary as evidenced by a certificate of insurance issued under the provisions of the Higher Education Act, or (ii) guaranteed by a Guarantor and the Secretary is required, at the time of financing, by the Higher Education Act to reimburse such Guarantor in accordance with the Higher Education Act for amounts expended by such Guarantor in discharge of its insurance obligation on such Eligible Loan, then the interest rate thereon at the time of acquisition is the maximum rate of interest permitted under the Higher Education Act; and

(2) other than with respect to Eligible Loans that are Supplemental Loans, such loan is subject to being repurchased by the seller, if any, if such Eligible Loan does not comply with the provisions of the Program Documentation.

(C) The Authority may at any time sell, assign, transfer or otherwise dispose of a Student Loan at a price (i) at least equal to the principal amount thereof (plus accrued borrower interest, unamortized premium, and any accrued Special Allowance Payments and interest subsidy payments) (a) when the amounts on deposit in the Accounts, excluding the Rebate Fund and Excess Yield Fund, at least equal the principal amount of the Outstanding Bonds plus accrued interest, or (b) to pay current Debt Service on the Bonds; or (ii) lower than the principal amount thereof (plus accrued interest and Special Allowance Payments) with the consent of the Bond Insurer, or, if no Bond Insurance Policy is in effect when the Authority delivers to the Trustee a Certificate showing that either (a) the Revenues and Recoveries of Principal expected to be received assuming such sale, assignment, transfer or other disposition of such Student Loan would be at least equal to the Revenues and Recoveries of Principal expected to be received assuming no such sale, assignment, transfer or other disposition of such Student

Loan, or (b) assuming such sale, assignment, transfer or other disposition (1) the Authority shall remain able to pay Debt Service on the Bonds on a timely basis, or (2) the amounts on deposit in the Revenue Fund and the Student Loan Fund (including the Student Loans therein) based on the principal amount of the Student Loans and the then current market value of the cash and securities in such Accounts, will be at least equal to the principal amount of the Outstanding Bonds. Accrued interest and Special Allowance Payments are to be taken into account as appropriate on both the asset and liability side of such statement. The Authority may sell Student Loans in accordance with this Section if necessary to prevent the occurrence of an Event of Default, with the prior written consent of the Bond Insurer.

Notwithstanding the foregoing, effective on the date that is six months after the Issue Date, the aggregate amount of Student Loans sold, assigned, transferred or otherwise disposed of pursuant to Section (C)(i)(a) and (C)(i)(b) may not exceed the percentage of the Value of all Student Loans subject to the lien of this General Resolution on the Issue Date, as set forth in the Certificate and Agreement, unless the Bond Insurer otherwise consents.

Section 7.9. Personnel and Servicing of Programs.

(A) The Authority shall at all times appoint, retain and employ competent personnel for the purpose of carrying out the Loan Finance Program and shall establish and enforce reasonable rules, regulations, tests and standards governing the employment of such personnel at reasonable compensation, salaries, fees and charges. All persons employed by the Authority shall be qualified for their respective positions.

(B) The Authority shall duly and properly service all Eligible Loans and subject to the borrower benefit and forbearance provisions herein and the Higher Education Act, enforce the payment and collection of all payments of principal and interest or shall cause such servicing to be done by a Servicer evidencing, in the judgment of the Authority, the capability and experience necessary to adequately service Eligible Loans.

Section 7.10. Issuance of Additional Obligations.

(A) The Authority shall not hereafter create or permit the creation of or issue any obligations or create any additional indebtedness which will be secured by a charge or lien on the Pledged Assets, except that additional Series of Bonds may be issued from time to time, subject to the provisions of Section 7.10(B), subsequent to the issuance of the initial Series or Series of Bonds under this General Resolution on a parity with the Bonds of such initial Series or Series of Bonds and secured by an equal charge and lien on the Pledged Assets and payable equally therefrom.

(B) No additional Series of Bonds shall be issued, subsequent to the issuance of the initial Series or Series of Bonds, under this General Resolution unless:

(1) the principal amount of the additional Bonds then to be issued, together with the principal amount of the Bonds, notes and other obligations theretofore issued pursuant to applicable law, will not exceed in aggregate principal amount any limitation thereon imposed by law;

(2) prior to the issuance and delivery of any such additional Bonds, the Authority has obtained a Rating Confirmation from each Rating Agency then rating any Outstanding Bonds and

so long as a Bond Insurance Policy is in effect with respect to any Outstanding Bonds, the written consent of the Bond Insurer;

(3) the provisions of Section 2.4, 2.5, and 2.6, as applicable, shall have been complied with as of the date of delivery of such Series; and

(4) at the time of issuance of such additional Bonds, the Authority shall not be in default in the performance of any of the covenants, conditions, agreements or provisions contained in this General Resolution except, in the case of Refunding Bonds, if the initial application of the proceeds of such Bonds shall cure such default.

(C) The Authority hereby expressly reserves the right to adopt one or more additional general resolutions or indentures for its purposes, including the same purposes as those of the Loan Finance Program, and reserves the right to issue other obligations not on a parity hereunder for such purposes.

Section 7.11. Compliance With Conditions Precedent. The Authority shall see that upon the date of issuance of any of the Bonds, all conditions, acts and things required by law or by this General Resolution to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed, or will have happened or been performed, and such Bonds, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by law.

Section 7.12. General. The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of this General Resolution in accordance with the terms of such provisions.

Section 7.13. Debt Service Reserve Fund. The Authority at all times shall maintain the Debt Service Reserve Fund created and established by Section 5.2 of this General Resolution and do and perform or cause to be done and performed each and every act and thing with respect to the Debt Service Reserve Fund provided to be done or performed by or on behalf of the Authority or the Trustee under the terms and provisions of Article V of this General Resolution.

The Authority shall at all times maintain in the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement and do and perform or cause to be done and performed each and every act and thing with respect to the Debt Service Reserve Fund provided to be done or performed by or on behalf of the Authority or the Trustee under the terms and provisions of this General Resolution.

Section 7.14. Custody and Control of Eligible Loans. All Eligible Loans financed by application of amounts in the Student Loan Fund (1) that are evidenced by Student Loan Notes shall be held by the Trustee, or the Custodian as agent of the Trustee, except to the extent that it is determined that possession is no longer required, as discussed in §7.15 below, or (2) that are E-loans shall be "transferable records" as defined in the Uniform Electronic Transactions Act ("UETA") as adopted in the State (Section 432.200 et seq. of the Revised Statutes of Missouri, as amended) and the Authority shall maintain "control" of such E-loans as provided in Section 432.275 of the UETA.

Section 7.15. Security Interest in Eligible Loans. The Authority shall take all necessary action to maintain and preserve the security interest in the Pledged Assets granted by this General Resolution so long as any Bonds are Outstanding. The Authority shall cause this General Resolution and any financing statements in respect thereof to be promptly filed and recorded in such manner and in such places as may be required by law in order to fully perfect and protect such security interest and to preserve and protect

the rights of the Owners of the Bonds and the Trustee, and from time to time will perform or cause to be performed any other act as provided by law and will execute or cause to be executed any and all continuation statements and further instruments that may be requested by the Trustee for such perfection and protection.

To the extent any of the property pledged and assigned under this General Resolution consists of property, rights or interests covered by the Uniform Commercial Code in each applicable jurisdiction, this General Resolution shall constitute a security agreement and is intended to create a security interest in such property in favor of the Trustee. During the continuance of any event of default under this General Resolution or any other document or instrument evidencing, securing or otherwise relating to the indebtedness hereby secured, the Trustee shall have all the rights of and remedies with regard to such property available to a secured creditor under the Uniform Commercial Code in each applicable jurisdiction. This General Resolution shall be self-operative with respect to such property, but the Authority agrees to execute and deliver on demand such security agreements, financing statements, continuation statements and other documents necessary to perfect a security interest in such property as the Trustee may request in order to impose or continue the lien and security interest hereof more specifically in any such property.

The security interest created herein in Eligible Loans is prior to all other liens and is enforceable as such as against creditors of and purchasers from the Authority. The Eligible Loans constitute "accounts" as provided in the Higher Education Act and within the meaning of the Uniform Commercial Code. The Authority owns and has good and marketable title to the Eligible Loans free and clear of any lien, claim or encumbrance of any Person. Other than the security interest in Eligible Loans granted to the Trustee pursuant to this General Resolution, the Authority has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Eligible Loans. The Authority has not authorized the filing of and is not aware of any financing statements against the Authority that include a description of collateral covering the Eligible Loans other than any financing statement relating to the security interest granted to the Trustee hereunder or that has been terminated. The Authority is not aware of any judgment or tax lien filings against it. The representations and warranties of the Authority in this paragraph may not be waived.

Except to the extent it is exempt therefrom, the Authority shall pay or cause to be paid all filing, registration and recording fees and all expenses incident to the preparation, execution and acknowledgment of such instruments of perfection, and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of this General Resolution and such instruments of perfection. In the event that the Authority fails to execute any of such instruments within 10 days after demand to do so, the Authority hereby makes, constitutes and irrevocably appoints the Trustee as its attorney-in-fact and in its name, place and stead so to do.

If the Missouri Uniform Commercial Code is amended to provide that perfection of the security interest in Eligible Loans, other than E-loans, by filing will have priority over perfection by possession, the Trustee may, with the prior written consent of the Authority, consent to accept in lieu of possession of Eligible Loans, other evidence satisfactory to the Trustee that the security interest in Eligible Loans granted hereby is and will in all events constitute a perfected security interest sufficient to defeat subsequent purchasers of the Eligible Loans. In giving such consent, the Trustee may rely on an Opinion of Counsel satisfactory to the Trustee setting forth the procedures necessary for the Trustee to follow to assure receipt and continuation of a perfected security interest in Eligible Loans.

In the event the Trustee consents to accept in lieu of possession of Eligible Loans, other evidence that the security interest in Eligible Loans, other than E-loans, is and will in all events constitute a perfected security interest sufficient to defeat subsequent purchasers of the Eligible Loans as described in the preceding paragraph, the Authority may retain possession of documents evidencing Eligible Loans and the Trustee may deliver any such documents in its possession to the Authority. Thereafter, the Trustee shall file any continuation statements and the Authority shall take any other actions which are necessary to maintain such perfected security interest.

Notwithstanding the foregoing, the Trustee hereby consents to perfection of a security interest in Eligible Loans by filing a financing statement without any further action by the Authority. Hereafter, the Trustee shall file any continuation statements and the Authority shall take any other actions which are necessary to maintain such first perfected security interest.

For the purposes of this General Resolution, any Eligible Loans, including E-loans, in which the Trustee has a perfected security interest, either by possession by the Trustee or its agents or by filing, shall be considered deposited in the Student Loan Fund.

Section 7.16. Electronic Transactions. The transactions described in this General Resolution 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. Unless otherwise specifically instructed in a Bond Counsel's Opinion or to the extent otherwise provided in the Tax Certificate and Arbitrage Agreement, the Authority and the Trustee shall retain and maintain these records until three years following the final maturity of (i) the Bonds, or (ii) any obligation issued to refund the Bonds. Any records maintained electronically must comply with the electronic storage requirements of Revenue Procedure 97-22. All E-loans that are Higher Education Act Loans will comply with the Department of Education Standards for Electronic Signatures in Electronic Student Loan Transactions, dated as of April 30, 2001, as amended and revised.

Section 7.17 Removal of Servicer. If at any time any Servicer fails in any material respect to perform its obligations under its servicing agreement with respect to Higher Education Act Loans or Supplemental Loans, including without limitation the failure of the Servicer to comply in all material respects with the due diligence requirements of the Higher Education Act, or if any servicing audit, as required in Section 12.6(D)(1)(a) hereof, shows any material deficiency in the servicing of Student Loans by any Servicer, the Authority shall notify the Bond Insurer, or if the Bond Insurer becomes aware thereof, the Bond Insurer shall notify the Authority, immediately upon becoming aware of such failure to perform or material deficiency. Within 60 days of becoming aware of or receiving notice of any failure to perform or a material deficiency the Authority shall (a) cure or cause to be cured the failure to perform or the material deficiency to the satisfaction of the Bond Insurer, (b) present a written plan to cure or cause to be cured the failure to perform or the material deficiency in such detail as may be reasonably requested by the Bond Insurer, which plan shall be acceptable to the Bond Insurer, (c) request additional time to prepare a written plan to cure or cause to be cured the failure to perform or the material deficiency, which request shall not be unreasonably denied by the Bond Insurer or (d) to the extent applicable remove such Servicer and appoint another Servicer reasonably acceptable to the Bond Insurer. In the event that the failure to perform or the material deficiency is not cured to the satisfaction of the Bond Insurer within the time constraints set forth above, the Authority shall appoint another Servicer reasonably acceptable to the Bond Insurer. The Servicer being replaced shall agree to cooperate with any replacement Servicer during the period of Servicer conversion. The Authority shall notify the Rating Agencies of any removal of a

Servicer pursuant to this Section. The removal of any Service will not become effective until the appointment of and acceptance by a replacement Servicer and the completion of the Servicer conversion.

ARTICLE VIII

SUPPLEMENTAL RESOLUTIONS

Section 8.1. Supplemental Resolutions Not Requiring the Consent of Bondholders. The Authority and the Trustee, with the consent of any Bond Insurer but without the consent of or notice to any of the Bondholders, may enter into an agreement or agreements supplemental to this General Resolution for any one or more of the following purposes as shall not be inconsistent with the terms and provisions hereof:

- (1) to close this General Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this General Resolution, on the authentication and delivery of Bonds or the issuance of other evidences of indebtedness;
- (2) to add to the covenants and agreements of the Authority in this General Resolution other covenants and agreements to be observed by the Authority which are not contrary to or inconsistent with this General Resolution as then in effect;
- (3) to add to the limitations and restrictions in this General Resolution other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with this General Resolution as then in effect;
- (4) to surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of this General Resolution, but only if the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Authority contained in this General Resolution;
- (5) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this General Resolution, the pledge of the Pledged Assets, including Revenues, Recoveries of Principal or of any other revenues or assets;
- (6) to modify any of the provisions of this General Resolution in any respect whatever, but only if (i) such modification shall be, and be expressed to be, effective only after all Bonds Outstanding at the date of the adoption of such Supplemental Resolution shall cease to be Outstanding, and (ii) such Supplemental Resolution shall be specifically referred to in the text of all Bonds initially delivered after the date of the adoption of such Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof;
- (7) to authorize the issuance of one or more Series of Bonds and to prescribe the terms and conditions upon which such Bonds may be issued;
- (8) to create additional special trust accounts for the further securing of all Bonds issued pursuant to this General Resolution if along with such Supplemental Resolution there is filed an opinion of Bond Counsel to the effect that the creation and operation of such account will in no way impair the existing security of the Owner of any Outstanding Bond;

(9) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this General Resolution;

(10) to insert such provisions clarifying matters or questions arising under this General Resolution as are necessary or desirable and are not contrary to or inconsistent with this General Resolution as then in effect;

(11) to provide for additional duties of the Trustee in connection with the Student Loans or for a successor Trustee;

(12) to provide for the issuance of additional Bonds;

(13) to satisfy the requirements of a Rating Agency in order to obtain, maintain or improve the rating on any of the Bonds;

(14) to provide for the orderly sale or remarketing or auction of Bonds;

(15) to make any other change which, in the judgment of the Trustee acting in reliance on a Bond Counsel Opinion is necessary or desirable to maintain the tax-exempt status of the Bonds (other than Federally Taxable Bonds); or

(16) to make any change which, in the judgment of the Trustee acting in reliance upon an opinion of counsel, to the extent the Trustee deems such opinion desirable, is not to the prejudice of the Trustee or Bondholders.

Section 8.2. Supplemental Resolutions Effective Only Upon Consent of Bondholders. At any time or from time to time, a Supplemental Resolution may be entered into by the Authority and the Trustee subject to consent by any Bond Insurer and except as otherwise provided in Section 8.4 hereof, by the Bondholders in accordance with and subject to the provisions of Article IX. Any such Supplemental Resolution shall become fully effective in accordance with its terms only upon the execution thereof and upon compliance with the provisions of Article IX.

Section 8.3. General Provisions.

(A) This General Resolution shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article and Article IX. Nothing in this Article or Article IX contained herein shall affect or limit the right or obligation of the Authority to adopt, make, do, execute, acknowledge or deliver any resolution, act or other instrument pursuant to the provisions of Section 7.5 or the right or obligation of the Authority to execute and deliver to any Fiduciary any instrument which is to be delivered to said Fiduciary pursuant to this General Resolution.

(B) Any Supplemental Resolution permitted or authorized by Section 8.1 may be adopted by the Authority without the consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Section. The execution of every Supplemental Resolution filed with the Trustee shall be accompanied by a Bond Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully entered into in accordance with the provisions of this General Resolution, is authorized or permitted by this General Resolution and is valid and binding upon the Authority and the Trustee.

(C) No Supplemental Resolution shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

(D) Notwithstanding anything in this General Resolution to the contrary, no amendment or supplement to this General Resolution shall be permitted without the prior written consent of any Bond Insurer, which consent shall not be unreasonably withheld or delayed.

(E) No Supplemental Resolution shall take effect unless prior thereto the Authority has given adequate written notice to the Rating Agencies and the Trustee has received evidence of the Rating Agencies determination that the adoption of such Supplemental Resolution shall not adversely affect any existing rating on the Outstanding Bonds.

Section 8.4. Consent of the Bond Insurer in Lieu of Consent of Bondholders. Anything in this General Resolution to the contrary notwithstanding, whenever consent of the Owners of a specified percentage in aggregate principal amount of the Bonds of any particular series then Outstanding shall be required to approve an action, determination or election hereunder, including but not limited to the execution of Supplemental Resolutions pursuant to Section 8.2 hereof, if such series of Bonds are insured by a Bond Insurance Policy issued by a Bond Insurer, such Bond Insurer acting alone, unless it is in default of its payment obligations under the Bond Insurance Policy or has been determined to be insolvent, may consent to and approve such action, determination or election, and the consent of the Owners of a specified percentage in aggregate principal amount of the Bonds then Outstanding shall not be required.

In addition, the right of the Bond Insurer to direct, consent to or otherwise counter any action, determination or election hereunder shall be subject at all times to the Bond Insurer's not being in default of its payment obligations under the Bond Insurance Policy or insolvent.

ARTICLE IX

AMENDMENTS

Section 9.1. Mailing of Notice of Amendment. Any provision of this Article for the mailing of a notice or other paper to Bondholders shall be fully complied with if it is mailed postage prepaid (i) to each registered Owner of Bonds then Outstanding at his address, if any, appearing upon the registry books of the Authority and (ii) to the Trustee.

Section 9.2. Powers of Amendment. Except as provided in Article VIII hereof, any modification of or amendment to this General Resolution and of the rights and obligations of the Authority, the provider of a Bond Insurance Policy or other credit facility or liquidity facility under a Supplemental Resolution and of the Owners of the Bonds of any particular Series, may be made by a Supplemental Resolution and in the event such Supplemental Resolution shall be adopted pursuant to Section 8.2, with the written consent given as provided in Section 9.3(A) of the Owners of at least 51% in principal amount of the Bonds Outstanding at the time such consent is given, (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the Owners of at least 51% in aggregate principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given, and (iii) in case the modification or amendment changes the terms of any Sinking Fund Payment, of the Owners of at least one hundred percent in principal

amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Payment and Outstanding at the time such consent is given. If any such modification or amendment will not take effect so long as any Bonds of any specified maturity remain Outstanding however, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds, the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this General Resolution if the same adversely affects or diminishes the rights of the Owners of Bonds of such Series. The Trustee may in its sole discretion determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular Series or maturity would be affected by any modification or amendment hereof and any such determination shall be binding and conclusive on the Authority and all Owners of Bonds.

Section 9.3. Consent of Bondholders.

(A) A copy of any Supplemental Resolution making a modification or amendment which is not permitted by the provisions of Section 8.1 (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Trustee on behalf of the Authority to the Owner of any registered Bond to be affected by such proposed amendment or modification. Such Supplemental Resolution shall not be effective unless and until (i) there shall have been filed with the Trustee (a) the written consents of Owners of the percentages of Outstanding Bonds specified in Section 9.2 and (b) a Bond Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted by the Authority in accordance with the provisions of this General Resolution, is authorized or permitted hereby and is valid and binding upon the Authority and (ii) a notice shall have been published as hereinafter provided in this Section.

(B) The consent of a Bondholder to any modification or amendment shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 11.14. A Certificate executed by the Trustee stating that it has examined such proof and that such proof is sufficient in accordance with such Section 11.14 shall be conclusive that the consents have been given by the Owners of the Bonds described in such Certificate of the Trustee. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Owner thereof has notice thereof) unless such consent is revoked in writing by the Owner of such Bonds giving such consent or a subsequent Owner thereof by filing with the Trustee, prior to the time when the written statement of the Trustee hereinafter provided for in this Section is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 11.14. The fact that a consent has not been revoked may likewise be proved by a Certificate of the Trustee filed with the Trustee to the effect that no revocation thereof is on file with the Trustee.

(C) At any time after the Owners of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution, the Trustee shall make and file with the Authority and the Trustee a written statement that the Owners of such required percentages of Bonds have filed such

consents. Such written statements shall be conclusive that such consents have been so filed. At any time thereafter, notice, stating in substance that the Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Owners of the required percentages of Bonds and will be effective as provided in this Section shall be given to Bondholders by the Authority by mailing such notice to the Bondholders not more than ninety days after the Owners of the required percentages of Bonds shall have filed their consents to the Supplemental Resolution and the written statement of the Trustee hereinabove provided for is filed. The Authority shall file with the Trustee proof of the mailing of such notice. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, shall be proof of the matters therein stated. Such Supplemental Resolution making such amendment or modification shall be deemed conclusively binding upon the Authority, the Fiduciaries and the Owners of all Bonds after the filing with the Trustee of the proof of the first mailing of the notice of such consent.

Section 9.4. Modifications by Unanimous Consent. The terms and provisions of this General Resolution and the rights and obligations of the Authority and of the Owners of the Bonds hereunder may be modified or amended in any respect upon the adoption and filing by the Authority of a Supplemental Resolution and the consent of the Owners of all the Bonds then Outstanding, such consent to be given as provided in Section 9.3, but no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondholders. No notice of any such modification, amendment, assent or publication thereof shall be required.

Section 9.5. Exclusion of Bonds. Bonds owned or held by or for the account of the Authority shall not be deemed outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action taken under this Article, the Authority shall furnish the Trustee a Certificate of an Authorized Officer, upon which the Trustee may rely describing all Bonds so to be excluded.

Section 9.6. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as provided in Article VIII or this Article may and, if the Trustee so determines, shall bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the Owner of any Outstanding Bond at such effective date and presentation of his Bond for the purpose at the designated corporate trust office of the Trustee or upon any transfer or exchange of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Bonds modified to conform to such action in the opinion of the Trustee and the Authority shall be prepared, executed, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Bondholder, upon surrender of such Outstanding Bond.

ARTICLE X

DEFAULTS AND REMEDIES

Section 10.1. Events of Default. Each of the following events is an "Event of Default":

(1) payment of the principal of or Redemption Price of any Bond when and as the same shall become due, whether at maturity or upon call for redemption or otherwise, shall not be made when and as the same becomes due; or

(2) payment of any installment of interest on any of the Bonds shall not be made when and as the same shall become due; or

(3) the Authority shall fail or refuse to comply with the provisions of this General Resolution or the Certificate and Agreement, or shall default in the performance or observance of any of the covenants, agreements or conditions on its part contained herein or in any Supplemental Resolution or the Bonds, and such failure, refusal or default shall continue for a period of 90 days after written notice thereof by the Trustee, the Bond Insurer or the Owners of not less than 25% in principal amount of the Outstanding Bonds.

Section 10.2. Remedies.

(A) Upon the happening and continuance of any Event of Default specified in paragraphs (1) or (2) of Section 10.1, the Trustee shall promptly notify the Authority, any Bond Insurer, the provider of any credit facility or liquidity facility, and each Fiduciary of the existence of such Event of Default and shall proceed, or upon the happening and continuance of any Event of Default specified in paragraph (3) of Section 10.1, the Trustee shall promptly notify the Authority, any Bond Insurer, the Rating Agencies, the provider of any credit facility or liquidity facility, and each Fiduciary of the existence of such Event of Default and may proceed, and, upon the written request of the Bond Insurer or the Owners of not less than 25% in principal amount of the Outstanding Bonds, shall proceed, in its own name, subject to the provisions of Article XI, to protect and enforce the rights of the Bondholders and by such of the following remedies, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights:

(1) by mandamus or other suit, action or proceeding at law or in equity, to enforce all rights of the Bondholders, including the right to require the Authority to receive and collect Revenues and Recoveries of Principal adequate to carry out the covenants and agreements as to, and the assignment of, the Eligible Loans and to require the Authority to carry out any other covenants or agreements with Bondholders and to perform its duties as prescribed by law;

(2) by bringing suit upon the Bonds;

(3) by action or suit in equity, to require the Authority to account as if it were the trustee of an express trust for the Owners of the Bonds;

(4) by action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Bonds; or

(5) upon the occurrence of an Event of Default specified in paragraphs (1) and (2) of Section 10.1, the Trustee shall, but only at the written direction of the Owners of not less than 25% in principal amount of the Outstanding Bonds, and with the consent of the Bond Insurer, if a Bond Insurance Policy is in effect, or at the direction of the Bond Insurer by written notice to the Authority, to the extent permitted by law, declare the principal of all of the Bonds to be immediately due and payable, whereupon the principal of the Bonds thereby coming due and the interest thereon accrued to the date of payment shall, without further action, become and be immediately due and payable, anything in this General Resolution, or in the Bonds to the contrary notwithstanding. If all defaults shall be cured, then, the Trustee may annul such declaration and its consequences. In the event that all Bonds are declared due and payable, the Trustee may sell Student Loans and Investment Securities.

(B) In the enforcement of any rights and remedies under this General Resolution, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due and unpaid from the Authority for principal, interest, or otherwise, under any provisions of this General Resolution or a Supplemental Resolution or of the Bonds, with interest on overdue payments at the rate of interest specified in such Bonds, together with any and all costs and expenses of collection and of all proceedings thereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce a judgment or decree against the Authority for any portion of such amounts remaining unpaid, with interest, costs and expenses (including without limitation pretrial, trial and appellate attorney fees), and to collect from the Authority any moneys adjudged or decreed to be payable.

(C) Upon the occurrence of any Event of Default, and on the filing of suit or other commencement of judicial proceedings to enforce the rights of the Bondholders under this General Resolution, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Revenues and Recoveries of Principal and of the assets of the Authority relating to the Loan Finance Program, pending such proceedings, with such powers as the court making such appointment shall confer.

(D) Except upon the occurrence and during the continuance of an Event of Default hereunder, the Authority hereby expressly reserves and retains the privilege to receive and, subject to the terms and provisions of this General Resolution, to keep or dispose of, claim, bring suit upon or otherwise exercise, enforce or realize upon its rights and interest in and to the Student Loans and the proceeds any collections therefrom, and neither the Trustee nor any Bondholder shall in any manner be or be deemed to be an indispensable party to the exercise of any such privilege, claim or suit.

(E) Anything in this General Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default as defined in this General Resolution, so long as the Bond Insurance Policy is in effect the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders or the Trustee for the benefit of the Bondholders under this General Resolution, including, without limitation: (i) the right to accelerate the principal of the Bonds as described in this General Resolution, and (ii) the right to annul any declaration of acceleration, and the Bond Insurer shall also be entitled to approve all waivers of Events of Default.

Section 10.3. Priority of Payments After Default.

(A) In the event that upon the happening and continuance of any Event of Default the funds held by the Trustee shall be insufficient for the payment of principal or Redemption Price and interest

then due on the Bonds, such funds (other than funds held for the payment of particular Bonds which have theretofore become due at maturity) and any other amounts received or collected by the Trustee acting pursuant to this Article, after providing for the payment of any expenses necessary in the opinion of the Trustee to protect the interest of the Owners of the Bonds, if any, and for the payment of the fees, charges and expenses and liabilities incurred and advances made by the Trustee or any Paying Agents in the performance of their respective duties under this General Resolution, shall be applied as follows:

(1) Unless the principal of all of the Bonds shall have become or have been declared due and payable:

FIRST: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds in the order of the maturity of such installments and, if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

SECOND: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due and, if the amounts available shall not be sufficient to pay in full all the Bonds due, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(2) If the principal of all of the Bonds shall have become or have been declared due and payable, then to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest on the Bonds then due and unpaid, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

(3) If the principal of all the Bonds shall have been declared immediately due and payable, and if such declarations shall thereafter have been rescinded and annulled under the provisions of this Article, then, subject to the provisions of Section 10.2(A)(5) hereof in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of Section 10.3(A)(1) hereof.

(B) Whenever moneys are to be applied by the Trustee pursuant to the provisions of this Section, such moneys shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional money becoming available for such application in the future. The deposit of such moneys with a Paying Agent, or otherwise setting aside such moneys in trust for the proper purpose, shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to the Authority, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of this General Resolution as may be applicable at the time of application by the Trustee. Whenever the Trustee shall exercise such discretion in applying such moneys, it shall fix the date (which shall be an Interest Payment Date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give

such notice as it may deem appropriate for the fixing of any such date. The Trustee shall not be required to make payment to the Owner of any unpaid Bond unless such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 10.4. Termination of Proceedings. In case any proceedings taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason, then in every such case the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no such proceeding had been taken.

Section 10.5. Right of Bond Insurer or Bondholders to Direct Proceedings. The Bond Insurer or, with the consent of the Bond Insurer, the Owners of not less than 25% in principal amount of the Bonds then Outstanding shall have the right, at any time during the continuance of an Event of Default, by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions of this General Resolution, and that the Trustee shall have the right to decline to follow such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders not parties to such direction.

Section 10.6. Limitation on Rights of Bondholders.

(A) Except as otherwise specifically provided by Section 10.2(A) or by this Section, no Owner of any Bond shall have any right to institute any suit, action, mandamus or other proceeding in equity or at law hereunder, or for the protection or enforcement of any right under this General Resolution unless such Owner is an Owner of one or more Bonds then Outstanding, and such Owner previously shall have given to the Trustee written notice of the Event of Default or breach of duty on account of which such suit, action or proceeding is to be taken, and unless the holders of not less than 25% in principal amount of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers of right of action, as the case may be, shall have occurred, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers herein granted or granted under the law or to institute such action, suit or proceeding in its name and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the fees, costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or neglected to comply with such request within a reasonable time; and such notification request and offer of indemnity are hereby declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers under this General Resolution or for any other remedy hereunder or by law. It is understood and intended that, except as otherwise above provided no one or more Owners of the Bonds hereby secured shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the security of this General Resolution, or to enforce any right hereunder with respect to the Bonds, or this General Resolution, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the benefit of Owners of the Outstanding Bonds. Nothing contained in this Article shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on his Bonds, or the obligation of the Authority to pay the principal of and interest on each Bond issued hereunder to the Owner thereof at the time and place in said Bond expressed.

(B) Anything to the contrary notwithstanding contained in this Section, or any other provision of this General Resolution, each Owner of any Bond by his acceptance thereof shall be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or

remedy under this General Resolution or any Supplemental Resolution, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit, and that such court may in its discretion assess reasonable costs, including reasonable pretrial, trial and appellate attorneys' fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Bondholder or group of Bondholders holding at least 25% in principal amount of the Bonds then Outstanding, or to any suit instituted by any Bondholder in accordance with paragraph (A) of this Section for the enforcement of the payment of any Bond on or after the respective due date thereof expressed in such Bond.

Section 10.7. Possession of Bonds by Trustee Not Required. All rights of action under this General Resolution or under any of the Bonds, enforceable by the Trustee, may be enforced by it without the possession of any of the Bonds or the production thereof on the trial or other proceeding relative thereto, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all the Owners of such Bonds, subject to the provisions of this General Resolution.

Section 10.8. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 10.9. No Waiver of Default. No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein and every power and remedy given by this General Resolution to the Trustee and the Owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Section 10.10. Notice of Event of Default. In the case of an Event of Default under Section 10.1(1) or 10.1(2) hereof, the Trustee shall give immediate notice of such payment default to the Bondholders, the Bond Insurer, the Rating Agencies, and the provider of any other credit facility or liquidity facility. In the case of an Event of Default under Section 10.1(3) hereof, the Trustee shall give to the Bondholders, the Bond Insurer, the Rating Agencies, and the provider of any other credit facility or liquidity facility notice of each covenant default hereunder known by a trust officer in the corporate trust department of the Trustee within sixty days after actual knowledge of the occurrence thereof, unless such Event of Default shall have been remedied or cured before the giving of such notice; provided, that, except in the case of a default in the payment of the principal of, Redemption Price or interest on any of the Bonds, or in the making of any payment required to be made into the Student Loan Fund, the Trustee shall be protected in withholding such notice to the Bondholders if and so long as responsible officers of the Trustee in good faith determines that the withholding of such notice is in the interest of the Bondholders. Each such notice of Event of Default shall be given by the Trustee by mailing written notice thereof: (i) to all Owners of Bonds, as the names and addresses of such Owners appear upon the books for registration and transfer of Bonds as kept by the Trustee, (ii) to the Bond Insurer at such address as is specified in the applicable Supplemental Resolution, (iii) to the providers of any other credit facility or liquidity facility at such address as is specified in the applicable Supplemental Resolution, and (iv) to such other persons as is required by law.

ARTICLE XI

CONCERNING THE FIDUCIARIES

Section 11.1. Appointment and Acceptance of Duties of Trustee. Wells Fargo Bank, N.A. is hereby appointed as Trustee. The Trustee shall signify its acceptance of the duties and obligations imposed upon it by this General Resolution and its agreement to perform such duties and obligations, but only upon and subject to the following express terms and conditions:

(A) The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this General Resolution. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this General Resolution, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use in the circumstances in the conduct of his own affairs.

(B) The Trustee may execute any of the trusts or powers hereof and perform, any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to act, upon the opinion or advice of its counsel concerning all matters hereof, and may in all cases be reimbursed hereunder for reasonable compensation paid to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trust hereof. The Trustee may act upon an opinion of counsel and shall not be responsible for any loss or damage resulting from any action or non-action by it taken or omitted to be taken in good faith in reliance upon such opinion of counsel.

(C) The Trustee shall not be responsible for any recital herein or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or collecting any insurance moneys, or for the validity or sufficiency of this General Resolution or of any supplements thereto or instruments of further assurance, or for the sufficiency of, or filing of documents related to, the security for the Bonds issued hereunder or intended to be secured hereby, and the Trustee shall not be bound to ascertain or inquire as to the observance or performance of any covenants, conditions or agreements on the part of the Authority, except as set forth in subsection (j) of this Section. The Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this General Resolution.

(D) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder, The bank or trust company acting as Trustee and its directors, officers, employees or agents may in good faith buy, sell, own, hold and deal in the Bonds and may join in any action which any Bondholder may be entitled to take with like effect as if such bank or trust company were not the Trustee. To the extent permitted by law, such bank or trust company may also receive tenders and purchase in good faith Bonds from itself, including any department, affiliate or subsidiary, with like effect as if it were not the Trustee.

(E) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this General Resolution upon the request or authority or

consent of any person who at the time of making such request or giving such authority or consent is the registered owner of any Bond shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(F) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate believed in good faith to be genuine and correct, signed on behalf of the Authority by an Authorized Officer and attested by another Authorized Officer, or such other person or persons as may be designated for such purposes by resolution of the Authority, as sufficient evidence of the facts therein contained, and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (j) of this Section, or of which by said subsection it is deemed to have notice, the Trustee may also accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of an Authorized Officer of the Authority to the effect that a resolution in the form therein set forth has been adopted by the Authority as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(G) The permissive right of the Trustee to do things enumerated in this General Resolution shall not be construed as a duty and the Trustee shall not be answerable for other than its negligence or willful default. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents.

(H) The Trustee shall not be required to give any bond or surety in respect to the execution of its rights and obligations hereunder.

(I) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust in the manner and for the purposes for which they were received but need not be segregated from other funds except to the extent required by this General Resolution or by law. The Trustee shall not be under any liability for interest on any moneys received hereunder except such as may be agreed upon.

(J) The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except Events of Default of which the Trustee has, through an officer of its corporate trust department, actual knowledge, and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default except as aforesaid.

(K) Notwithstanding anything contained elsewhere in this General Resolution, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this General Resolution, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that required by the terms hereof as a condition of such action by the Trustee, reasonably and in good faith deemed necessary by the Trustee, for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(L) Before taking any action hereunder, whether permissive or mandatory, the Trustee may require that reasonable security and/or a reasonably satisfactory indemnification be

furnished for the reimbursement of all fees and expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from negligence or willful default by reason of any action so taken.

(M) If the Trustee receives different or conflicting instructions or directions from more than one group of Bondholders, each of which is provided in accordance with this General Resolution, the Trustee shall act in accordance with the instructions or directions provided by the Bondholders representing the larger aggregate principal amount of Bonds then Outstanding.

(N) Recitals, statements and representations contained in any document in the nature of an official statement or offering circular, preliminary or final, relating to any Series of Bonds shall not be taken or construed as made by the Trustee, and the Trustee neither assumes or shall be under any responsibility for the correctness or truth of the same. Except for information concerning the Trustee provided by the Trustee, if any, the Trustee shall have no duty or responsibility to examine or review and shall have no liability for the contents of any documents submitted or delivered to any Bondholder in the nature of an official statement or offering circular, preliminary or final.

Section 11.2. Appointment and Acceptance of Duties of Paying Agents, Bond Registrar and Other Fiduciaries.

(A) The Authority shall appoint one or more Paying Agents and a Registrar for the Bonds and may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 11.13 for a successor Paying Agent, along with such other Fiduciaries as may be required in connection with any Bonds in accordance with the provisions of and by designation in the Supplemental Resolution authorizing such Bonds. The Trustee is hereby appointed as Paying Agent and as Registrar.

(B) Each Paying Agent, Registrar and other Fiduciary (other than the Trustee) shall signify its acceptance of the duties and obligations imposed upon it by this General Resolution by a written instrument of acceptance executed and delivered to the Authority and the Trustee which shall include the address to which notice may be delivered in accordance with Section 12.3 of this General Resolution.

(C) The principal or corporate trust officers of the Paying Agents are hereby designated as the respective agents of the Authority for the payment of the Bonds.

Section 11.3. Responsibility of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority and no Fiduciary assumes any responsibility for the correctness of the same. No fiduciary makes any representations as to the validity or sufficiency of this General Resolution or of any Bonds issued hereunder or in respect of the security afforded by this General Resolution, and no Fiduciary shall incur any responsibility in respect thereof. The Authenticating Agent shall, however, be responsible for its representations contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Authority. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or default. Neither the Trustee nor any

Paying Agent shall be under any responsibility or duty with respect to the application of any moneys paid to any one of the others.

Section 11.4. Evidence on Which Fiduciaries May Act. Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, bond or other paper or document believed by it to be genuine, and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may be counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, including payment of moneys out of any Account, such matter (unless other evidence of respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Certificate signed by an Authorized Officer or by another Fiduciary if so specified herein or in the applicable Supplemental Resolution, and such Certificate shall be full warrant for any action taken or suffered in good faith Under the provisions of this General Resolution upon the faith thereof, but in its sole discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Neither the Trustee nor any successor Trustee or other Fiduciary shall be liable to the Authority, the Owners of any of the Bonds, any provider of a credit or liquidity facility or any other person for any act or omission done or omitted to be done by such Fiduciary in reliance upon any instruction, direction or certification received by the Trustee pursuant to this General Resolution or for any act or omission done or omitted in good faith and without willful or reckless misconduct. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by the Authority to any Fiduciary shall be sufficiently executed if executed in the name of the Authority by an Authorized Officer.

Section 11.5. Compensation. The Authority shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under this General Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this General Resolution, subject to any limitations set forth in a Supplemental Resolution. The Authority further agrees, to the extent permitted by law, to indemnify and save each Fiduciary harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or default, to the extent solely payable from the Pledged Assets.

Section 11.6. Permitted Acts and Functions. Any Fiduciary may become the owner of any Bonds, with the same rights it would have if it were not a Fiduciary. Any Fiduciary may act as Depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this General Resolution, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding. Any Fiduciary may be a participant in the Loan Finance Program and may sell Eligible Loans to the Authority. Any Fiduciary may be an underwriter in connection with the sale of the Bonds or of any other securities offered or issued by the Authority.

Section 11.7. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations created by this General Resolution by giving not less than sixty days written notice to the Authority, and mailing notice thereof specifying the date when such resignation shall take effect, to the registered owners of Bonds, and such resignation shall take effect upon the day specified in

such notice unless previously a successor shall have been appointed, as provided in Section 11.9, in which event such resignation shall take effect immediately on the appointment of such successor. The Bond Insurer and any other provider of any credit facility or liquidity facility shall receive prior written notice of any Trustee resignation. Notwithstanding the foregoing, the resignation of the Trustee will not become effective until the appointment of and the acceptance by a Successor Trustee.

Section 11.8. Removal of Trustee. The Trustee shall be removed by the Authority or the Bond Insurer if at any time so requested by an instrument or concurrent instruments in writing, filed with the Trustee, the Bond Insurer and the Authority, as applicable. The Authority or the Bond Insurer may remove the Trustee at any time, except during the existence of an Event of Default, in the sole discretion of the Authority or the Bond Insurer by filing with the Trustee, the Bond Insurer and the Authority, as applicable, an instrument signed by an Authorized Officer of the Authority or a representative of the Bond Insurer, as applicable. Notwithstanding the foregoing, the removal of the Trustee will not become effective until the appointment of and the acceptance by a Successor Trustee.

Section 11.9. Appointment of Successor Trustee.

(A) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer shall take charge or control of the Trustee, or of its property or affairs, the Authority covenants and agrees that it will thereupon appoint a successor Trustee acceptable to the Bond Insurer. The Authority shall mail notice of any such appointment made by it within twenty days after such appointment to the Bond Insurer and all Owners of Bonds.

(B) If in a proper case no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Section within forty-five days after the Trustee shall have given to the Authority written notice, as provided in Section 11.7, or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act, the Trustee or the Owner of any Bond may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Every successor Trustee appointed pursuant to this Section shall be a trust company or commercial bank in good standing located in or incorporated under the laws of the State, duly authorized to exercise trust powers and subject to examination by federal or state authority, having a reported capital and surplus of not less than \$75,000,000, unless a higher amount is required in a Supplemental Resolution.

Section 11.10. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this General Resolution shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee, but the Trustee ceasing to act shall nevertheless, on the request of the Authority, or of its successor Trustee, upon payment in full of all fees, costs and expenses, 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 predecessor Trustee in and to any property held by it under this General Resolution, and shall pay over, assign and deliver to the successor Trustee any money or

other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Trustee shall promptly notify each Fiduciary of its appointment as Trustee. Upon the effectiveness of the resignation or removal of the Trustee, such Trustee's authority to act pursuant to this General Resolution shall terminate and such Trustee shall have no further responsibility or liability whatsoever for performance of this General Resolution as Trustee.

Section 11.11. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a trust company or bank which is qualified to be a successor to such Fiduciary under Section 11.9 or Section 11.13 and shall be authorized by law to perform all the duties imposed upon it by this General Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act, anything herein to the contrary notwithstanding.

Section 11.12. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this General Resolution shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the successor Trustee, and in all such cases such certificate shall have the full force provided anywhere in said Bonds or in this General Resolution.

Section 11.13. Resignation or Removal of the Paying Agents, Registrar and Other Fiduciaries and Appointment of Successors.

(A) Any Paying Agent may, the Registrar may and any Fiduciary (other than the Trustee) may, at any time resign and be discharged of the duties and obligations created by this General Resolution by giving at least sixty days written notice to the Authority, Trustee, the Bond Insurer and the Bondholders. Any Paying Agent may, the Registrar may and any Fiduciary (other than the Trustee) may be removed at any time by an instrument signed by an Authorized Officer and filed with such Paying Agent, Registrar or other Fiduciary and with the Trustee. Any successor Paying Agent, Registrar or Fiduciary (other than the Trustee) shall be appointed by the Authority and (subject to the requirements of Section 7.3 or any Supplemental Resolution) shall be a trust company or commercial bank having the powers of a trust company, having a reported capital and surplus aggregating at least \$75,000,000, and willing and able to accept the office of Paying Agent, Registrar or Fiduciary (other than the Trustee), as the case may be, on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this General Resolution. Notwithstanding any other provision of this General Resolution, no resignation or removal of any Paying Agent, Registrar or Fiduciary shall take effect until a successor shall be appointed.

(B) In the event of the resignation or removal of any Paying Agent, Registrar or Fiduciary (other than the Trustee), such Paying Agent, Registrar or Fiduciary (other than the Trustee) shall, after payment of its fees, costs and expenses, pay over, assign and deliver any moneys held by it to its successor, or if there be no successor then appointed, to the Trustee until such successor be appointed.

Section 11.14. Evidence of Signatures of Bondholders and Ownership of Bonds.

(A) Any request, consent or other instrument which this General Resolution may require (or permit) to be executed by Bondholders may be executed by such Bondholders or by their attorneys pursuant to powers of attorney or instruments of similar tenor and shall be signed or executed by such Bondholders in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the holding by any person of the Bonds shall be sufficient for any purpose of this General Resolution (except as otherwise herein expressly provided) if made in the following manner, but the Trustee may nevertheless in its sole discretion require further or other proof in cases where it deems the same desirable.

The fact and date of the execution by any Bondholder or his attorney of such instrument may be proved by the Certificate, which need not be acknowledged or verified, of an officer of a bank or trust company, financial institution or other member of the National Association of Securities Dealers, Inc. satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgements of deeds to be recorded in the state in which he purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary;

(B) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books; and

(C) Any request, consent or vote of the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Authority or any Fiduciary in accordance therewith.

Section 11.15. Preservation and Inspection of Documents. All Fiduciaries under the provisions of this General Resolution or any Supplemental Resolution shall maintain adequate records relating to the performance of their duties consistent with industry practices, which records shall be subject at all reasonable times to the inspection of the Authority, any other Fiduciary and any Bondholder and their agents and their representatives, any of whom may make copies thereof.

Section 11.16. Directions to Trustee. Anything in this General Resolution to the contrary notwithstanding, any directions given by the Authority to the Trustee must be in writing.

ARTICLE XII

DEFEASANCE; MISCELLANEOUS PROVISIONS

Section 12.1. Defeasance.

(A) If the Authority shall pay or cause to be paid to the Owners of the Bonds, the principal, Redemption Price and interest to become due thereon, at the times and in the manner stipulated therein and in this General Resolution, and pay or cause to be paid to each Fiduciary its fees, costs and expenses, and to each credit facility or liquidity facility provider all amounts owing under each credit facility or

liquidity facility or agreements relating thereto, then the pledge of the Pledged Assets, including any Revenues, Recoveries of Principal, and other moneys, securities, funds and property hereby pledged and all other rights granted hereby shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the Authority, execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction and the Fiduciaries shall pay over or deliver to the Authority all moneys or securities held by them pursuant to this General Resolution which are not required for the payment of Bonds not theretofore surrendered for such payment. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds of a particular Series the principal and interest and premium, if any, due or to become due thereon, at the times and in the manner stipulated therein and in this General Resolution, such Bonds shall cease to be entitled to any lien, benefit or security hereunder and all covenants, agreements and obligations of the Authority to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Notwithstanding the foregoing and paragraph (B) below, the provisions of this General Resolution relating to payment, registration, transfer and redemption of Bonds shall remain in effect until final maturity or the redemption date of the Bonds.

(B) Bonds (other than Bonds held in custody for the benefit of a credit facility or liquidity facility provider under a Supplemental Resolution) or interest installments (other than on Bonds held in custody for the benefit of a credit facility or liquidity facility provider under a Supplemental Resolution) for the payment of which moneys shall have been set aside and shall be held in trust by the Fiduciaries (through deposit by the Authority of funds for such payment or otherwise) shall, at the maturity thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section. Except as otherwise provided in any Supplemental Resolution, all Bonds shall, prior to the maturity or Redemption Date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (A) of this Section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to mail as provided in Article VI notice of redemption on said date of such Bonds, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or noncallable Governmental Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price, if any, of and interest due and to become due on said Bonds on and prior to the Redemption Date or maturity date thereof, as the case may be, (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding sixty days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, a notice to the Owners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section and stating such maturity or Redemption Date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, on said Bonds and (iv) in the event said Bonds are not payable within the next succeeding 90 days, the Authority shall have delivered to the Trustee and the Bond Insurer a verification report prepared by a certified public accountant verifying that the deposits made pursuant to this paragraph (B) are sufficient to pay when due the principal or Redemption Price of and interest due and to become due on said Bonds. Neither Governmental Obligations or moneys deposited with the Trustee pursuant to this Section nor principal or interest payments on any such Governmental Obligations shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal of or Redemption Price, if any, and interest on said Bonds; but any cash received from such principal or interest payments on such Governmental Obligations deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Governmental Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, and interest to become due on said Bonds on and prior to such maturity date thereof, as the case may be,

and interest earned from such reinvestments shall be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien or pledge.

(C) The deposit required by subsection (B) hereof may be made with respect to Bonds within any particular maturity, in which case such maturity of Bonds shall no longer be deemed to be Outstanding under the terms of this General Resolution, and the Owners of such defeased Bonds shall be secured only by such trust funds and not by any other part of the Pledged Assets, and this General Resolution shall remain in full force and effect to protect the interests of the Owners of Bonds remaining Outstanding thereafter.

(D) Anything in this General Resolution to the contrary notwithstanding, subject to the applicable laws of the State, any money held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when all of the Bonds have become due and payable, either to their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when all of the Bonds became due and payable, shall, at the written request of the Authority to the extent permitted by law, be repaid by the Fiduciary to the Authority, as its absolute property and free from trust. The Fiduciary shall thereupon be released and discharged with respect thereto and the Bondholders shall look only to the Authority for payment of such Bonds.

(E) Notwithstanding anything herein to the contrary, in the event that the principal and/or interest due on any Bonds shall be paid by the Bond Insurer pursuant to a Bond Insurance Policy, the Bonds shall remain Outstanding for all purposes, not be defeased or otherwise satisfied and not be considered paid by the Authority, and the assignment and pledge of the Pledged Assets and all covenants, agreements and other obligations of the Authority to the registered owners shall continue to exist and shall run to the benefit of the Bond Insurer, and the Bond Insurer shall be subrogated to the rights of such registered owners.

Section 12.2. No Recourse Under Resolution or on Bonds. All covenants, stipulations, promises, agreements and obligations of the Authority contained in this General Resolution shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the Authority and not of any member, officer or employee of the Authority in its individual capacity, and no recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this General Resolution against any member, officer or employee of the Authority or against any natural person executing the Bonds.

Section 12.3. Notices. Any notice, demand, direction, request or other instrument authorized or required by this General Resolution or by any Supplemental Resolution to be given to or filed with the Authority, the Trustee or any other Fiduciary shall be deemed to have been sufficiently given or filed for all purposes if and when delivered or sent by registered or certified mail, return receipt requested, postage prepaid:

(A) To the Authority, to Higher Education Loan Authority of the State of Missouri, 633 Spirit Drive, Chesterfield, Missouri 63005, Attention: Executive Director and Chief Financial Officer.

(B) To the Trustee, to Wells Fargo Bank, N.A., Corporate Trust Administration, One Ward Parkway, Suite 330, Kansas City, Missouri 64112.

(C) To any other Fiduciary, to such address as such Fiduciary shall indicate in the acceptance of office filed by each such Fiduciary pursuant to Section 11.2(B) of this General Resolution.

(D) To Standard & Poor's Rating Group, to 55 Water Street, 41st Floor, New York, New York 10041-0003, Attention: ABS Surveillance Group.

(E) To Moody's Investors Service, to 99 Church Street, New York, New York 10007, Attention: Public Finance Department.

(F) To Fitch Investors Service, Inc., to One State Street Plaza, New York, New York 10004.

(G) To the Bond Insurer or to the provider of any other credit facility or liquidity facility at the address specified in any Supplemental Resolution.

Notices to S&P may also be delivered electronically to Servicer_reports@sandp.com. For any information not available in electronic format, hard copies may be sent to the address above.

The Authority, the Trustee, and any other Fiduciary may, by like notice to each other such person, designate any further or different addresses to which subsequent notices shall be sent.

Section 12.4. Governing Law. This General Resolution shall be construed pursuant to the laws of the State of Missouri.

Section 12.5. Notices to Rating Agencies. The Authority shall provide written notice to any Rating Agency then rating the Outstanding Bonds of any Series, to the address specified by such Rating Agency for such purposes, upon the occurrence of any of the following:

(A) substitution or replacement of the Trustee,

(B) any amendment to this General Resolution and any Supplemental Resolution pursuant to which Bonds are then Outstanding or any amendment to any credit facility or liquidity facility pursuant to a Supplemental Resolution, and

(C) mandatory tender or redemption of all Outstanding Bonds of any Series.

Section 12.6. Covenants and Notices with Respect to Bond Insurer.

(A) The provisions of this Section with respect to the Bond Insurer shall be only for the benefit of the Bond Insurer, who may waive one or more of these covenants in its sole discretion, and shall apply for so long as the Bond Insurer shall insure any Series of Bonds and such Bonds shall be Outstanding and the Bond Insurer shall not be in default under the Bond Insurance Policy.

(B) The Trustee shall promptly provide to the Bond Insurer:

(1) a copy of any certificate delivered to the Trustee by the Authority with respect to the Bonds;

(2) a notice of any failure of the Authority to provide to the Trustee any notice or certificate required under this General Resolution;

(3) a notice of any determination by the Trustee of (a) any insufficiency of moneys to pay the principal of or interest on the Bonds when due, or (b) the happening of an Event of Default under this General Resolution;

(4) a notice of any draw upon the Debt Service Reserve Fund;

(5) a notice of any failure of the Authority to direct any required transfer into the Debt Service Reserve Fund and a notice of any Event of Default known to the Trustee, in each case within two Business Days after knowledge thereof;

(6) a notice of the redemption of any of the Bonds, including the principal amount, maturities and CUSIP numbers thereof;

(7) a notice of any Bonds bearing interest at the Maximum Rate; and

(8) a semiannual notice (a) of interest rates resulting on the Bonds on all auctions in the preceding six months, and (b) of the principal amount of all Bonds Outstanding, by series and maturity.

(C) The Authority shall promptly provide to the Bond Insurer:

(1) as soon as practicable after the filing thereof, a copy of each financial statement, audit or annual report of the Authority. The financial statement (but not the audit or annual report) should set forth in reasonable detail the status of the funds and accounts securing the Bonds; and

(2) notice of any determination by the Authority of (a) any insufficiency of moneys to pay the principal of or interest on the Bonds when due, or (b) the happening of an Event of Default under this General Resolution.

(D) Additionally, the Authority shall furnish to the Bond Insurer the following reports at the following times:

(1) Reports Required Annually:

(a) a due diligence servicing audit conducted by a firm acceptable to the Bond Insurer or a SAS 70, within 120 days of the end of the Authority's Fiscal Year, and a SAS 70 for any Servicer other than the Authority, when available;

(b) audited financial statements for the Authority, within 120 days of the end of the Authority's Fiscal Year, and for any Servicer other than the Authority, when available;

(c) static pool default data on Supplemental Loans by program type; and

(d) any other information reasonably requested by the Bond Insurer.

(2) Reports Required Quarterly:

(a) unaudited balance sheet and income statement for the Authority and for the Bonds within 45 calendar days of quarter end;

(b) the principal amount, number, repayment status, delinquency and aging of default claims by loan and program type and by type of educational institution (e.g., four-year, two-year, proprietary, other, etc.) for all the principal amount of the Student Loans held under this General Resolution within 45 calendar days of quarter end, reported for both Higher Education Act Loans and Supplemental Loans, except to the extent such information is included in the monitoring reports provided to the Bond Insurer pursuant to subsection 12.6(D)(2)(c) below;

(c) monitoring reports in the forms attached as Exhibit D to the Certificate and Agreement; and

(d) any other information reasonably requested by the Bond Insurer.

(3) Reports Required When Available to the Authority. Any Department of Education audit reports of the Authority as lender or Servicer or of any other Servicer other than the Authority, or of any Guarantor of at least 5% of the principal amount of the Student Loans held under this General Resolution within 45 days of the date such report is delivered to the Authority.

(a) A Cash Flow Statement (using assumptions provided by the Bond Insurer) will be required to be submitted to the Bond Insurer in the following circumstances:

(i) prior to any withdrawal of funds pursuant to Section 5.4(A)(ix) of this General Resolution;

(ii) upon request for an extension of the Recycling Period as specified in the Certificate and Agreement;

(iii) if, after the Acquisition Period, the Parity Percentage declines for two consecutive quarters, unless the Parity Percentage is at or above 102%;

(iv) if the Bonds bear interest at the Maximum Rate for two consecutive Auction Periods;

(v) prior to and with respect to any increase in the maximum percentage of any type of Student Loan as set forth in the Certificate and Agreement and allowed under this General Resolution;

(vi) prior to and with respect to any change in economic characteristics of any Higher Education Act Loan or Supplemental Loans, such as guarantee fee, repayment terms offered, credit criteria, borrower benefits,

underwriting criteria or interest rate formula as set forth in the Certificate and Agreement;

(vii) to increase the amount of Program Expenses that may be paid from the Student Loan Fund in accordance with Section 5.3(A)(v) hereof or from the Revenue Fund in accordance with Section 5.4(A)(vi) hereof, as may be limited by the Certificate and Agreement;

(viii) to optionally redeem any Bonds at a premium (unless such premium is paid from funds not required to be held subject to this General Resolution); and

(ix) prior to the issuance of any additional Bonds.

(E) The following actions under this General Resolution shall require the prior written consent of the Bond Insurer:

(1) the adoption and delivery to the Trustee of any Supplemental Resolution providing for the issuance of additional Bonds;

(2) removal of the Trustee and the appointment of a successor thereto;

(3) the addition or replacement of a credit facility or liquidity facility provider, Servicer or Guarantor;

(4) any change in the length of an Auction Period (a) from a period of 90 days or less to a period of greater than 90 days, (b) from a period of greater than 90 days to a period of 90 days or less, or (c) which results in the length of that period being 90 or more days different than the preceding period;

(5) investment of moneys from any fund or account in Investment Securities not specifically listed in this General Resolution or a Supplemental Resolution;

(6) the extension of the Recycling Period as set forth in the Certificate and Agreement;

(7) prior to and with respect to any increase in the maximum percentage of any type of Student Loan as set forth in the Certificate and Agreement and allowed under this General Resolution;

(8) any change in economic characteristics of Higher Education Act Loans or Supplemental Loans, such as guarantee fee, repayment terms offered, credit criteria, borrower benefits, underwriting criteria or interest rate formula as set forth in the Certificate and Agreement;

(9) any increase in the amount of Program Expenses that may be paid from the Student Loan Fund in accordance with Section 5.3(A)(v) hereof or from the Revenue Fund in accordance with Section 5.4(A)(vi) hereof, as may be limited by the Certificate and Agreement;

(10) any loan forgiveness program (including any borrower benefit programs offered) for any Student Loan as described and as may be limited in the Certificate and Agreement; and

(11) any other action which would require Bondholder consent.

(F) Anything in this General Resolution (other than Section 12.7 hereof) or in any Supplemental Resolution to the contrary notwithstanding, upon the occurrence and continuance of an Event of Default, the Bond Insurer shall be entitled to control and direct the enforcement of all rights and remedies granted to the Bondholders of the Bonds or the Trustee for the benefit of the Bondholders of the Bonds, including, without limitation (1) the right to accelerate the principal of the Bonds, and (2) the right to annul any declaration of acceleration, and the Bond Insurer shall also be entitled to approve all waivers of Events of Default.

(G) Any provision of this General Resolution, or any Supplemental Resolution expressly recognizing or granting rights in or to the Bond Insurer may not be amended in any manner which affects the rights of the Bond Insurer hereunder or thereunder without the prior written consent of the Bond Insurer.

(H) The Authority will permit the Bond Insurer to discuss the affairs, finances and accounts of the Authority or any information the Bond Insurer may reasonably request regarding the security for the Bonds with appropriate officers of the Authority. The Trustee will permit the Bond Insurer to have access to and to make copies of all books and records relating to the Bonds at any reasonable time.

(I) The Bond Insurer shall, for good cause shown, have the right to direct an accounting at the Authority's expense, and the Authority's failure to comply with such direction within thirty (30) days after receipt of written notice of the direction from the Bond Insurer shall, at the direction of the Bond Insurer be deemed a default hereunder; provided, however, that if compliance cannot occur within such period, then such period will be extended so long as compliance is begun within such period and diligently pursued, but only if such extension would not materially adversely affect the interests of any Owner of the Bonds.

(J) To the extent that this General Resolution confers upon or gives or grants to the Bond Insurer any right, remedy or claim under or by reason hereof, the Bond Insurer is hereby explicitly recognized as being a third-party beneficiary hereunder and may enforce any such right, remedy or claim conferred, given or granted hereunder.

(K) Nothing in this General Resolution expressed or implied is intended or shall be construed to confer upon, or to give or grant to, any person or entity, other than the Authority, the Trustee, the Bond Insurer, the Paying Agent, if any, and the registered Owners of the Bonds, any right, remedy or claim under or by reason of this General Resolution or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this General Resolution contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Trustee, the Bond Insurer, the Paying Agent, if any, and the registered Owners of the Bonds.

Section 12.7. The Bond Insurer. All provisions hereof regarding consents, approvals, directions, appointments or requests by the Bond Insurer shall be deemed to not require or permit such consents, approvals, directions, appointments or requests by the Bond Insurer and shall be read as if the Bond Insurer were not mentioned therein during any time in which (a) the Bond Insurer is in default in its obligation to make payments under the Bond Insurance Policy or (b) a final nonappealable order of a

court having competent jurisdiction in the premises shall be entered declaring any provision of the Bond Insurance Policy (other than provisions of the Bond Insurance Policy relating to service of process or relating to matters that solely benefit the Bond Insurer) at any time, for any reason, invalid and not binding on the Bond Insurer, or declaring any provision of the Bond Insurance Policy (other than provisions of the Bond Insurance Policy relating to service of process or relating to matters that solely benefit the Bond Insurer) null and void.

Section 12.8. Applicability of This General Resolution. This General Resolution is adopted and executed to amend and restate in its entirety the Twelfth General Student Loan Program Bond Resolution, originally adopted and executed as of May 1, 1995, with the effect that the existing Student Loan Bonds and any additional Student Loan Bonds issued pursuant to the terms of this General Resolution will be secured and governed by the terms of this General Resolution, as amended and supplemented from time to time by any Supplemental Resolution, including the First Supplemental Resolution, the Second Supplemental Resolution, the Third Supplemental Resolution, the Fourth Supplemental Resolution, the Fifth Supplemental Resolution and the Sixth Supplemental Resolution.

Section 12.9. Effective Date. This General Resolution shall take effect immediately upon delivery of an executed copy hereof to the Trustee.

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CERTIFICATE

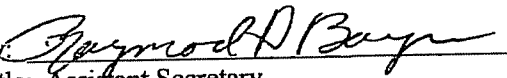
The undersigned, the Chairman and the Assistant Secretary of the Higher Education Loan Authority of the State of Missouri, DO HEREBY CERTIFY that the foregoing resolution was duly adopted by the members of said Authority on June 26, 2006, and that said resolution has been compared by us with the copy thereof recorded in the minute book of said Authority and that it is a correct transcript therefrom and of the whole of said copy and that said resolution is in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and the seal of said Authority this 26th day of June, 2006.

(SEAL)

By: 
Title: Chairman

ATTEST:

By: 
Title: Assistant Secretary

TRUSTEE'S ACCEPTANCE

The undersigned Assistant Vice President of Wells Fargo Bank, N.A. does, pursuant to Section 11.1 of this General Resolution, hereby acknowledge and accept the duties and obligations of this General Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of June, 2006.

WELLS FARGO BANK, N.A., as Trustee

By: Wendee Lere
Title: Assistant Vice President