

INDENTURE OF TRUST

Dated as of March 1, 2013

by and between

ALASKA STUDENT LOAN CORPORATION

and

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

\$144,730,000
Alaska Student Loan Corporation
Taxable Education Loan Backed Notes, Series 2013A

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INDENTURE OF TRUST

THIS INDENTURE OF TRUST, dated as of March 1, 2013 (this "Indenture"), is by and between the ALASKA STUDENT LOAN CORPORATION (the "Corporation"), a public corporation and government instrumentality created and existing under the laws of the State of Alaska, and U.S. BANK NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as trustee hereunder (together with its successors, the "Trustee"). All capitalized terms used in these preambles, recitals and granting clauses shall have the same meanings assigned thereto in Article I hereof.

WITNESSETH:

WHEREAS, pursuant to the laws of the State of Alaska, the Corporation is authorized to issue notes or other forms of indebtedness to finance or refinance student loans; and

WHEREAS, there are currently outstanding advances under the Corporation's Deferred Interest Variable Funding Note issued pursuant to the United States Department of Education's asset-backed commercial paper conduit program, Straight-A Funding, LLC (the "Conduit"); and

WHEREAS, the Corporation has previously issued its Education Loan Revenue Refunding Bonds, Senior Series 2012A and Education Loan Revenue Refunding Bonds, Senior Series 2012B-2 (collectively, the "Series 2012A and B-2 Bonds"); and

WHEREAS, the Corporation desires to refinance certain loans pledged to the Conduit loan and the Series 2012A and B-2 Bonds to restructure the Corporation's student loan debt portfolio in an effort to reduce interest rate risk; and

WHEREAS, the Corporation represents that it, by proper action, has duly authorized the execution and delivery of this Indenture, which Indenture provides for the issuance of the Corporation's Taxable Education Loan Backed Notes, Series 2013A (as described herein, the "Notes"); and

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

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

NOW, THEREFORE, the Corporation in consideration of the premises and acceptance by the Trustee of the trusts herein created, of the purchase and acceptance of

the Notes by the Registered Owners thereof and the authentication thereof by the Trustee, of the acknowledgement by the Trustee of the Granting Clauses set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby GRANT, CONVEY, PLEDGE, TRANSFER, ASSIGN AND DELIVER to the Trustee, for the benefit of the Registered Owners of the Notes, all of the moneys, rights and properties described in the granting Clauses A through E below (the "Trust Estate"), as follows:

GRANTING CLAUSE A

The Available Funds (but in no event including any moneys released from the lien of the Trust Estate as provided herein);

GRANTING CLAUSE B

All moneys and investments held in the Funds and Accounts created under Section 5.01 hereof, including all proceeds thereof and all income thereon;

GRANTING CLAUSE C

The Financed Eligible Loans and all obligations of the obligors thereunder including all moneys received thereunder;

GRANTING CLAUSE D

The rights of the Corporation in and to any Servicing Agreement, any Backup Servicing Agreement, any Custodian Agreement, and the Guarantee Agreements as the same relate to the Financed Eligible Loans;

GRANTING CLAUSE E

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

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

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

PROVIDED, HOWEVER, that if the Corporation, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Notes and the interest due and to become due thereon, or provide fully for payment thereof as herein provided, at the times and in the manner mentioned in the Notes according to the true intent and meaning thereof, and shall make all required payments into the Funds and Accounts as required under Article V hereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee sums sufficient to pay or to provide for payment of the entire amount due and to become so due as herein provided, then this Indenture (other than Sections 7.05, 9.06, and 9.13 hereof) and the rights hereby granted shall cease, terminate and be void; otherwise, this Indenture shall be and remain in full force and effect;

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

ARTICLE I

DEFINITIONS AND USE OF PHRASES

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

“Accepted Servicing Procedures” shall mean with respect to any Financed Eligible Loan, servicing procedures (including collection procedures) that comply with applicable federal (including but not limited to the Higher Education Act), state and local law and that are in accordance with standards set by the Secretary and the accepted student loan servicing practices of prudent lending institutions that service student loans of the same type in the United States.

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

“Act” means Sections 14.42.100 through 14.42.990 of the Alaska Statutes, as amended.

“Administration Fee” shall mean the monthly fee for administering the duties of the Corporation under this Indenture. Such fee, for each calendar month, shall be equal to the aggregate outstanding principal balance of the Financed Eligible Loans as of the close of business on the last day of the calendar month, multiplied by one-twelfth of 0.10%. Such fee may be increased with a Rating Agency Condition, and the Corporation shall provide prior written notice to S&P at least 45 days prior to any such increase in Administration Fee.

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

“Authorized Denominations” shall have the meaning ascribed to such term in Section 2.02 hereof.

“Authorized Representative” means the Chairman or Executive Officer of the Corporation or, in the case of any act to be performed or duty to be discharged, any other officer, employee or agent of the Corporation then authorized to perform such act or discharge such duty as certified in writing by the Chairman or Executive Officer of the Corporation to the Trustee.

“Available Funds” shall mean, the sum of the following amounts received to the extent not previously distributed: (a) all collections received by any Servicer on the Financed Eligible Loans (including late fees received by any Servicer with respect to the Financed Eligible Loans and payments from any Guaranty Agency received with respect

to the Financed Eligible Loans) but net of (i) any collections in respect of principal on the Financed Eligible Loans applied by the Corporation to recall claims with respect to or repurchase Financed Eligible Loans (which Eligible Loans, after purchase, will again become Financed Eligible Loans hereunder), from the Guaranty Agencies or any Servicer; provided, that such claim recall or repurchase is required by the terms of the Guarantee Agreement (including, for this purpose, any claim recall or repurchase which is “strongly encouraged” by the Common Manual), the related Servicing Agreement, or such claim recall or repurchase is required by federal law or regulations, including, without limitation, the Higher Education Act and the related regulations, and (ii) amounts required by the Higher Education Act to be paid to the Department (including, but not limited to, any Monthly Consolidation Rebate Fees and any Department SAP Rebate Interest Amounts to be deposited into the Department SAP Rebate Fund or paid directly to the Department) or to be repaid to borrowers (whether or not in the form of a principal reduction of the applicable Financed Eligible Loan), with respect to the Financed Eligible Loans; (b) any Interest Benefit Payments and Special Allowance Payments received by the Trustee or the Corporation with respect to Financed Eligible Loans; (c) all Liquidation Proceeds from any Financed Eligible Loans which became Liquidated Financed Eligible Loans in accordance with the related Servicer’s customary servicing procedures, and all other moneys collected with respect to any Liquidated Financed Eligible Loan which was written off, net of the sum of any amounts expended by the related Servicer in connection with such liquidation and any amounts required by law to be remitted to the obligor on such Liquidated Financed Eligible Loan; (d) the aggregate Purchase Amounts received for Financed Eligible Loans repurchased by a Servicer, the Corporation or otherwise released from the lien of this Indenture; (e) the aggregate amounts, if any, received from any Servicer as reimbursement of non-guaranteed interest amounts, or lost Interest Benefit Payments and Special Allowance Payments, with respect to the Financed Eligible Loans pursuant to a Servicing Agreement (f) other amounts received by a Servicer pursuant to its role as Servicer under the related Servicing Agreement and payable to the Corporation in connection therewith; (g) all interest earned or gain realized from the investment of amounts in any Fund or Account; and (h) any other amounts deposited to the Collection Fund. “Available Funds” shall be determined pursuant to the terms of this definition by the Corporation and reported to the Trustee. Amounts described in clause (a)(i) and (ii) hereof shall be paid by the Trustee upon receipt of a written direction from the Corporation. The Trustee may conclusively rely on such determinations without further duty to review or examine such information.

“Backup Servicer” shall mean Pennsylvania Higher Education Assistance Agency or any other entity with which the Corporation maintains a Backup Servicing Agreement.

“Backup Servicing Agreement” shall mean the Backup Third-Party Servicing Agreement, dated as of March 19, 2013, between the Corporation and the Backup Servicer, and any replacements thereof.

“Basic Documents” shall mean this Indenture, any Servicing Agreement, any Backup Servicing Agreement, any Custodian Agreement, the Guarantee Agreements, and other documents and certificates delivered in connection with any thereof.

“Business Day” shall mean (a) for purposes of calculating LIBOR, any day on which banks in New York, New York, United States of America and London, England are open for the transaction of international business; and (b) for all other purposes, any day other than (i) a Saturday, (ii) a Sunday or (iii) a day on which the Federal Reserve Bank or banks located in the city in which the Principal Office of the Trustee is located are not required or authorized by law to remain closed.

“Capitalized Interest Fund” shall mean the Fund by that name created in Section 5.01(b) hereof and further described in Section 5.03 hereof.

“Cash Flow Certificate” shall mean a certificate of an Authorized Representative of the Corporation establishing that for the current year and each subsequent year until all Notes are no longer Outstanding, earnings and other amounts received with respect to the Trust Estate in each such year are anticipated to be fully sufficient to pay when due principal of and interest on all Notes Outstanding, as well as Department SAP Rebate Interest Amounts, Monthly Consolidation Rebate Fees, Administration Fees, Servicing Fees, Trustee Fees and Program Fees and any servicing conversion fee for each such year, which certificate may rely upon data and computations made on behalf of the Corporation.

“Clearing Agency” shall mean an organization registered as a “clearing agency” pursuant to Section 17A of the Exchange Act. The initial Clearing Agency shall be The Depository Trust Company and its successor or assigns and the initial nominee for the Clearing Agency shall be Cede & Co. If, however, the then Clearing Agency resigns from its functions as depository of the Notes or the Corporation discontinues use of the Clearing Agency as described in Section 2.09 hereof, then “Clearing Agency” shall mean any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Notes and which is selected by the Corporation with notice to the Trustee.

“Clearing Agency Participant” shall mean a broker, dealer, bank, other financial institution or other Person for whom, from time to time, a Clearing Agency effects book-entry transfers and pledges of securities deposited with the Clearing Agency.

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

“Collection Fund” shall mean the Fund by that name created in Section 5.01(c) hereof and further described in Section 5.04 hereof.

“Collection Period” shall mean, with respect to the first Monthly Distribution Date, the period beginning on the Date of Issuance and ending on April 30, 2013 and with respect to each subsequent Monthly Distribution Date, the Collection Period shall mean the calendar month immediately preceding such Monthly Distribution Date.

“Commission” means the Alaska Commission on Postsecondary Education.

“Conduit” shall mean the Department’s asset-backed commercial paper conduit program, Straight-A Funding, LLC.

“Corporation” shall mean the Alaska Student Loan Corporation.

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

“Custodian Agreement” shall mean, collectively, (i) the Custodian/Servicing Agreement, dated as of March 1, 2013, among the Corporation, the Commission, as servicer, and U.S. Bank National Association, as trustee, as amended from time to time and (ii) any other custodian agreement entered into by the Corporation with any other custodian or bailee related to the Financed Eligible Loans.

“Date of Issuance” shall mean March 28, 2013.

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

“Department SAP Rebate Fund” shall mean the Fund by that name created in Section 5.01(d) hereof and further described in Section 5.06 hereof, including any Accounts and Subaccounts created therein.

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

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

“Determination Date” shall mean the second Business Day preceding each Monthly Distribution Date.

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

“Eligible Lender” shall mean the Corporation and all other entities which are “eligible lenders,” as defined in the Higher Education Act (including, but not limited to, “eligible lender trustees”) which have received an eligible lender number or other designation from the Secretary with respect to Eligible Loans made under the Higher Education Act.

“Eligible Loan” shall mean any loan made to finance post-secondary education that is made under the Higher Education Act.

“Event of Bankruptcy” shall mean (a) the Corporation or a Servicer, as applicable, shall have commenced a voluntary case or other proceeding seeking liquidation, reorganization, or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or any substantial part of its property, or shall have made a general assignment for the benefit of creditors, or shall have declared a moratorium with respect to its debts or shall have failed generally to pay its debts as they become due, or shall have taken any action to authorize any of the foregoing; or (b) an involuntary case or other proceeding shall have been commenced against the Corporation or a Servicer, as applicable, seeking liquidation, reorganization, or other relief with respect to it or its debts under any bankruptcy, insolvency or other similar law now or hereafter in effect or seeking the appointment of a trustee, receiver, liquidator, custodian, or other similar official of it or any substantial part of its property provided such action or proceeding is not dismissed within 60 days.

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

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

“Extraordinary Services” means and includes, but not by way of limitation, services, actions and things carried out and all expenses incurred by the Trustee, in respect of or to prevent default under this Indenture including any reasonable attorneys’ or agents’ fees and expenses and other litigation costs that are entitled to reimbursement and other actions taken and carried out by the Trustee which are not expressly set forth in this Indenture.

“Extraordinary Trustee Fees and Expenses” means all those fees, expenses (including reasonable attorneys’ fees and expenses) or indemnity amounts payable to, earned or incurred by the Trustee as described in Section 7.07 hereof for Extraordinary Services as set forth in a detailed invoice to the Corporation. The Extraordinary Trustee Fees and Expenses shall not be designated as Program Fees.

“Financed” or “Financing” when used with respect to Eligible Loans, shall mean or refer to Eligible Loans (a) financed or refinanced by the Corporation with balances in the Student Loan Fund or otherwise deposited in or accounted for in the Student Loan Fund or otherwise constituting a part of the Trust Estate, including, without limitation, the Eligible Loans described in Section 5.02 hereof, and (b) Eligible Loans substituted or exchanged for Financed Eligible Loans, but does not include Eligible Loans released from the lien of this Indenture and sold or transferred to the extent permitted by this Indenture.

“Fiscal Year” shall mean the fiscal year of the Corporation, as established from time to time, which as of the date hereof ends on June 30.

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

“Funds” shall mean the Funds created pursuant to Section 5.01 hereof.

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

“Guarantee Agreements” shall mean a guaranty or lender agreement with any Guaranty Agency, and any amendments thereto.

“Guaranty Agency” shall mean the Northwest Education Loan Association and its successors and any entity authorized to guarantee student loans under the Higher Education Act and with which the Corporation maintains a Guaranty Agreement.

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

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

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

“Index Maturity” shall mean (i) for the One-Month LIBOR, one month, (ii) for the Two-Month LIBOR, two months and (iii) for the Three-Month LIBOR, three months.

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

“Insurance” or “Insured” or “Insuring” shall mean, with respect to an Eligible Loan, the insuring by the Secretary (as evidenced by a promissory note and notice of guarantee or other document or certification issued under the provisions of the Higher

Education Act) under the Higher Education Act of all or a portion of the principal of and accrued interest on such Eligible Loan.

“Interest Accrual Period” shall mean, initially, the period commencing on the Date of Issuance and ending on May 27, 2013 and thereafter, with respect to each Monthly Distribution Date, the period beginning on and including the immediately preceding Monthly Distribution Date and ending on the day immediately preceding such current Monthly Distribution Date.

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

“Investment Securities” shall mean:

(a) direct obligations of, and obligations fully guaranteed as to timely payment by, the United States of America and having maturities of not more than 365 days;

(b) senior bonds, debentures, notes, discount notes, short-term obligations or other evidences of indebtedness issued or guaranteed by any of the following agencies: Federal Farm Credit Banks, Federal Home Loan Mortgage Corporation; the Export-Import Bank of the United States; the Federal National Mortgage Association; Federal Home Loan Banks; or any agency or instrumentality of the United States of America which shall be established for the purposes of acquiring the obligations of any of the foregoing or otherwise providing financing therefore; provided such obligation, or the issuer or guarantor of such obligation, is rated “AA+” by S&P and “AAA” by Fitch (if rated by Fitch) and, if applicable and/or available, rated “A-1+” by S&P and “F1+” by Fitch and having maturities of not more than 365 days;

(c) demand deposits, time deposits or certificates of deposit of any depository institution or trust company incorporated under the laws of the United States of America or any State (or any domestic branch of a foreign bank) having maturities of not more than 365 days and subject to supervision and examination by federal or state banking or depository institution authorities (including depository receipts issued by any such institution or trust company as custodian with respect to any obligation referred to in clause (a) above or portion of such obligation for the benefit of the holders of such depository receipts); provided, however, that at the time of the investment or contractual commitment to invest therein (which shall be deemed to be made again each time funds are reinvested following each Monthly Distribution Date), the commercial paper or other short-term senior unsecured debt obligations (other than such obligations the rating of which is based on the credit of a Person other than such depository institution or trust company) thereof shall have a rating of “A-1+” from S&P and “F1+” from Fitch (if rated by Fitch); or deposits that are fully insured by the Federal Deposit Insurance Corporation;

(d) domestic commercial paper having, at the time of the investment or contractual commitment to invest therein, a rating of “A-1+” from S&P and “F1+” from Fitch (if rated by Fitch) which matures not more than 365 days after the date of purchase;

(e) investments in money market funds having a rating of “AAAm” or “AAAm-G” from S&P and a rating of “AAAmmf” from Fitch, if rated by Fitch, and each of the other Rating Agencies rating such fund, in the highest investment category granted by such Rating Agency applicable to money market funds (including funds for which the Trustee, the Servicer or the Corporation or any of their respective Affiliates is investment manager or advisor) and having maturities of not more than 365 days;

(f) bankers’ acceptances issued by any depository institution or trust company referred to in clause (c) above and having maturities of not more than 365 days;

(g) repurchase obligations with respect to any security that is a direct obligation of, or fully guaranteed by, the United States of America or any agency or instrumentality thereof the obligations of which are backed by the full faith and credit of the United States of America, in either case entered into with a depository institution or trust company (acting as principal) described in clause (b) above, which repurchase obligations shall be replaced within 60 days if the rating thereon falls below a rating of “A” from S&P; and

(h) any other guaranteed investment contract, repurchase agreement or investment agreement or any other investment made in connection with the original issuance of notes; provided that the Corporation shall provide prior written notice to Fitch (if rated by Fitch) and S&P at least 45 days prior to the execution of such other contract;

No obligation having an “r” highlighter affixed to its rating at the time of investment shall be considered an Investment Security. Investment Securities shall not include interest-only securities. Each Investment Security may be purchased by the Trustee or through an Affiliate of the Trustee.

“LIBOR” shall mean One-Month LIBOR, Two-Month LIBOR or Three-Month LIBOR, as applicable.

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

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

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

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

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

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

“Monthly Distribution Date” shall mean the twenty-fifth (25th) day of each calendar month, or if such day is not a Business Day, the immediately succeeding Business Day, commencing on May 28, 2013.

“Monthly Distribution Date Certificate” shall have the meaning set forth in Section 4.14 hereof and shall be in the form of Exhibit B attached hereto.

“Note Counsel” shall mean a law firm or firms of nationally recognized standing in the field of law relating to municipal, state and public agency financing selected by the Corporation.

“Note Final Maturity Date” shall mean the August 25, 2031 Monthly Distribution Date.

“Note Interest Shortfall” shall mean, with respect to any Monthly Distribution Date, the excess, if any, of (a) the Noteholders’ Interest Distribution Amount on the immediately preceding Monthly Distribution Date over (b) the amount of interest actually distributed to the Noteholders on such preceding Monthly Distribution Date, plus interest on the amount of such excess interest due to the Noteholders, to the extent permitted by law, at the interest rate borne by the Notes from such immediately preceding Monthly Distribution Date to the current Monthly Distribution Date.

“Note Rate” shall mean, for any Interest Accrual Period, other than the first Interest Accrual Period, the applicable One-Month LIBOR plus 0.50%, as calculated by

the Trustee and provided to the Corporation. For the first Interest Accrual Period, the Note Rate shall be the Two-Month LIBOR as of the second Business Day preceding the Date of Issuance plus 0.50%.

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

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

“Notes” shall mean the \$144,730,000 Alaska Student Loan Corporation Taxable Education Loan Backed Notes, Series 2013A, issued by the Corporation pursuant to this Indenture and substantially in the form attached hereto as Exhibit A.

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

“Opinion of Counsel” shall mean (a) with respect to the Corporation, one or more written opinions of counsel who may, except as otherwise expressly provided in this Indenture, be employees of or counsel to the Corporation, and which opinion or opinions shall be addressed to the Trustee, as trustee, and (b) with respect to each Servicer, one or

more written opinions of counsel who may be an employee of or counsel to such Servicer.

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

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

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

“Parity Ratio” shall mean, on any Monthly Distribution Date, (a) the Pool Balance (including all accrued interest on the Financed Eligible Loans) and all other amounts held on deposit in the Funds and Accounts hereunder, as determined at the end of each Collection Period, divided by (b) the sum of the Outstanding Amount of the Notes, including accrued interest, plus accrued but unpaid Administration Fees, Program Fees, Servicing Fees, Monthly Consolidation Rebate Fees and Department SAP Rebate Interest Amount, as determined at the end of each Collection Period. The Parity Ratio shall be calculated by the Corporation and certified to the Trustee upon which the Trustee may conclusively rely with no duty to further examine or determine such information.

“Person” shall mean an individual, corporation, partnership, joint venture, association, joint stock company, trust, limited liability company, unincorporated organization or government or agency, or political subdivision thereof, or any other entity recognized from time to time as a legally existing entity.

“Pool Balance” shall mean the aggregate principal balance of the Financed Eligible Loans on such date (including accrued interest thereon to the extent such interest is expected to be capitalized), after giving effect to the following, without duplication: (i) all payments received by the Corporation through such date from or on behalf of obligors on such Financed Eligible Loans; (ii) all Purchase Amounts on Financed Eligible Loans received by the Corporation through such date from a Seller or a Servicer or otherwise deposited by the Corporation; (iii) all Liquidation Proceeds and Realized Losses on Financed Eligible Loans liquidated through such date; (iv) the aggregate amount of adjustments to balances of Financed Eligible Loans permitted to be effected by the Servicer under its related Servicing Agreement, if any, recorded through such date; and (v) the aggregate amount by which reimbursements by Guarantee Agencies of the unpaid principal balance of defaulted Financed Eligible Loans through such date are reduced from 100% to 97%, or other applicable percentage as required by the risk sharing provisions of the Higher Education Act. The Pool Balance shall be calculated by the Corporation at the end of the Collection Period as part of the Monthly Distribution Date Certificate, upon which the Trustee may conclusively rely with no duty to further examine or determine such information.

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

“Program” shall mean the Corporation’s program with respect to Eligible Loans pursuant to this Indenture, as the same may be modified from time to time.

“Program Fees” shall mean any fees and expenses up to \$50,000 per annum (i) due to the Rating Agencies, (ii) due in connection with any financial or compliance audit of the Program or the Corporation, (iii) due to the Backup Servicer (while the Backup Servicer is acting in the backup servicing capacity), and (iv) any other fees related to the Program (not including Trustee Fees, Administration Fees and Servicing Fees). The Program Fees may only be increased if the Trustee shall first receive a Rating Agency Condition and a Cash Flow Certificate. The Corporation shall also provide 45-day written notice to S&P of any additional increase in Program Fees. If the actual Program Fees paid in any one year are less than \$50,000 (increased as described above), the unpaid portion for that year is available and can be used, in addition to the \$50,000, per annum allocated pursuant to the first sentence of this definition, to pay Program Fees in any subsequent year until used in full.

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

“Rating” shall mean one of the rating categories (without regard to positive or negative outlooks) of each Rating Agency currently rating the Notes.

“Rating Agency” shall mean Fitch and S&P or any other rating agency requested by the Corporation to maintain a rating on any of the Notes.

“Rating Agency Condition” shall mean, as of any date, a letter addressed to the Trustee or the Corporation, or public notice from each Rating Agency other than S&P, confirming that the action proposed to be taken by the Corporation as described in such letter or notice will not, in and of itself, result in a downgrade of such Rating Agency’s rating on any Notes Outstanding or cause such Rating Agency to suspend or withdraw its rating on any Notes outstanding.

“Realized Loss” shall mean the excess of the principal balance (including any interest that has been capitalized or had been expected to be capitalized) of any Liquidated Financed Eligible Loan over Liquidation Proceeds with respect to such Financed Eligible Loan to the extent allocable to principal (including any interest that has been capitalized or had been expected to be capitalized).

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

“Reference Banks” shall mean, with respect to a determination of LIBOR for any Interest Accrual Period, four major banks in the London interbank market selected by the Corporation.

“Refunded Obligations” means, collectively, the Conduit, the Series 2012A Bonds and the Series 2012B-2 Bonds.

“Registered Owner” shall mean the Person in whose name a Note is registered in the Note registration books of the Trustee, and which initially shall be Cede & Co., as nominee of The Depository Trust Company.

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

“Reserve Fund” shall mean the Fund by that name created in Section 5.01(e) hereof and further described in Section 5.05 hereof, including any Accounts and Subaccounts created therein. The Reserve Fund shall constitute a Capital Reserve Fund under Section 14.42.240 of the Alaska Statutes.

“S&P” shall mean Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services, LLC business, its successors and assigns.

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

“Series 2012A Bonds” means the Corporation’s Education Loan Revenue Refunding Bonds, Senior Series 2012A.

“Series 2012B-2 Bonds” means the Corporation’s Education Loan Revenue Refunding Bonds, Senior Series 2012B-2.

“Servicer” shall mean the Commission and any other additional Servicer or successor Servicer with which the Corporation has entered into a Servicing Agreement with respect to the Financed Eligible Loans and for which the Corporation has obtained a Rating Agency Condition. The Corporation shall provide prior written notice to S&P at least 45 days prior to a change in a Servicer.

“Servicer Compliance Report” shall mean (i) any report generated by the Department’s Office of the Inspector General, specifically relating to a Servicer, and (ii) a third-party review of a Servicer conducted under the provisions of the Statements on Standards for Attestation Engagements, No. 16, “Reports on the Processing of Transactions by Service Organizations” or an A-133 Higher Education Act annual compliance audit, as applicable, in either case, performed annually by a firm of independent public accountants.

“Servicer Transfer Trigger” shall mean one of the following events:

(a) the Servicer determines that it will no longer service any Financed Eligible Loans and provides written notice to the Backup Servicer as required under the Backup Servicing Agreement and prompt written notice to the Trustee of the transfer of servicing pursuant to the Backup Servicing Agreement,

(b) a material weakness regarding the Servicer has been identified in any Servicer Compliance Report related to the Servicer and such material weakness shall not have been cured within a period of 90 days after the Servicer’s receipt of such report identifying such material weakness, and Noteholders of a majority of the Outstanding principal amount of the Notes have directed the Trustee in writing to proceed with a transfer of servicing pursuant to the Backup Servicing Agreement, or

(c) the Servicer is in a material violation of its duties as a Servicer under this Indenture, the Servicing Agreement or under the Higher Education Act and such material violation shall not have been cured within a period of 90 days after the Servicer becomes aware of such material violation, and Noteholders of a majority of the Outstanding principal amount of the Notes have directed the Trustee in writing to proceed with a transfer of servicing pursuant to the Backup Servicing Agreement.

“Servicing Agreement” shall mean, collectively, (i) the Custodian/Servicing Agreement dated as of March 1, 2013, by and between the Corporation, the Commission, as Servicer, and U.S. Bank National Association, as Trustee, as amended and supplemented, (ii) the FFELP Servicing Agreement dated as of March 19, 2013, between the Pennsylvania Higher Education Assistance Agency and the Corporation, and (iii) any other servicing agreements with any other Servicer relating to the Financed Eligible Loans, as such servicing agreements may be amended from time to time.

“Servicing Fee” shall mean the monthly fee due to any Servicer (other than the Backup Servicer while acting in the backup servicing capacity) for servicing the Financed Eligible Loans. Such Servicing Fee, for each calendar month, shall be equal to the aggregate outstanding principal balance of the Financed Eligible Loans as of the close of business on the last day of that calendar month, multiplied by one-twelfth of 0.65%; subject to a minimum of \$2.50 per borrower each month. Such Servicing Fee may be increased with a Rating Agency Condition, and the Corporation shall provide prior written notice to S&P at least 45 days prior to any such increase in such Servicing Fee.

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

“Specified Reserve Fund Balance” shall mean the greater of (a) 0.25% of the Outstanding Amount of the Notes as of the close of business on the last day of the related Collection Period; and (b) 0.15% of the original principal amount of the Notes, provided

that in no event will such balance exceed the sum of the Outstanding Amount of the Notes and provided further that such Specified Reserve Fund Balance may be reduced upon receipt of a Rating Agency Condition. The Specified Reserve Fund Balance shall be calculated by the Corporation and certified to the Trustee at the time of any change therein, upon which certification the Trustee may conclusively rely with no duty to further examine or determine such information. The Corporation shall provide prior written notice to S&P at least 45 days prior to any reduction in the Specified Reserve Fund Balance. The Specified Reserve Fund Balance shall constitute a Capital Reserve Fund Requirement under Section 14.42.240 of the Alaska Statutes.

“State” means the State of Alaska.

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

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

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

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

“Trustee” shall mean U.S. Bank National Association, acting in its capacity as Trustee under this Indenture, or any successor trustee designated pursuant to this Indenture.

“Trustee Fee” shall mean an amount equal to the amounts set forth in the Trustee Fee Letter dated February 27, 2013, or such other trustee fee letter as mutually agreed to by the Corporation and the Trustee, which amounts consist of the annual administration fee of the Trustee and the Trustee’s reasonable ordinary fees and expenses but, not to exceed 0.003% of the principal amount of Notes Outstanding, per annum, subject to a \$2,500 per annum minimum. The Trustee Fee shall not exceed the amount set forth in the closing cash flows for the Notes without a Rating Agency Condition. The Corporation shall provide prior written notice to S&P at least 45 days prior to any increase in the Trustee Fee.

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

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

ARTICLE II

NOTE DETAILS AND FORM OF NOTES

Section 2.01 Note Details. The Notes shall be issued in one series entitled "Alaska Student Loan Corporation, Taxable Education Loan Backed Notes, Series 2013A," issued in the aggregate principal amount of \$144,730,000. The Notes, together with the Trustee's certificate of authentication, shall be in substantially the form set forth in Exhibit A hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may, consistently herewith, be determined by the Authorized Representative executing the Notes, as evidenced by their execution of the Notes. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

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

Each Note shall be dated the Date of Issuance. The terms of the Notes set forth in Exhibit A hereto are part of the terms of this Indenture.

Section 2.02 Execution, Authentication and Delivery of Notes. The Notes shall be executed on behalf of the Corporation with the manual or facsimile signatures of the Chairman or Executive Officer or any other Authorized Officer of the Corporation, attested by the manual or facsimile signature of another Authorized Officer.

The Trustee shall upon Corporation Order authenticate and deliver Notes for original issue in an aggregate principal amount of \$144,730,000. The aggregate principal amount of Outstanding Notes at any time may not exceed such amount except as provided in Section 2.04 hereof.

Each Note shall be dated the date of its authentication. The Notes shall be issuable as registered notes, in minimum denominations of \$100,000 and integral multiples of \$1,000 in excess thereof (the "Authorized Denominations").

No Note shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose, unless there appears on such Note a certificate of authentication in accordance with Section 2.05 hereof.

The Notes will be initially issued in book-entry form and will be represented by a book-entry note certificate deposited on the Date of Issuance with the Trustee, as custodian for the initial Clearing Agency and registered in the name of "Cede & Co." as initial nominee for the initial Clearing Agency.

Section 2.03 Registration, Transfer and Exchange of Notes; Persons Treated as Registered Owners. The Corporation shall cause books for the registration and for the transfer of the Notes as provided in this Indenture to be kept by the Trustee which is hereby appointed the transfer agent of the Corporation for the Notes. Notwithstanding such appointment and with the prior written consent of the Corporation, the Trustee is hereby authorized to make any arrangements with other institutions which it deems necessary or desirable in order that such institutions may perform the duties of transfer agent for the Notes. Upon surrender for transfer of any Note at the Principal Office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, the Corporation shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Note or Notes for a like aggregate principal amount.

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

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

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

Section 2.04 Lost, Stolen, Destroyed and Mutilated Notes. Upon receipt by the Trustee of evidence satisfactory to it of the ownership of and the loss, theft, destruction or mutilation of any Note and, in the case of a lost, stolen or destroyed Note, of indemnity satisfactory to it, and upon surrender and cancellation of the Note, if mutilated, (a) the Corporation shall execute, and the Trustee shall authenticate and deliver, a replacement Note of the same denomination in lieu of such lost, stolen, destroyed or mutilated Note or (b) if such lost, stolen, destroyed or mutilated Note shall have matured or within 15 days shall be due and payable, in lieu of executing and delivering a new Note as aforesaid, the Corporation may pay such Note. Any such new Note shall bear a number not contemporaneously outstanding. The applicant for any such new Note may be required to pay all taxes and governmental charges and all expenses and charges of the

Corporation and of the Trustee in connection with the issuance of such Note. All Notes shall be held and owned upon the express condition that, to the extent permitted by law, the foregoing conditions are exclusive with respect to the replacement and payment of mutilated, destroyed, lost or stolen Notes, negotiable instruments or other securities.

Section 2.05 Trustee's Authentication Certificate. The Trustee's authentication certificate upon any Notes shall be substantially in the form attached to the Notes as set forth in Exhibit A hereto. No Note shall be secured hereby or entitled to the benefit hereof, or shall be valid or obligatory for any purpose, unless a certificate of authentication, substantially in such form, has been duly executed by the Trustee; and such certificate of the Trustee upon any Note shall be conclusive evidence and the only competent evidence that such Note has been authenticated and delivered hereunder. The Trustee's certificate of authentication shall be deemed to have been duly executed by it if manually signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Notes issued hereunder.

Section 2.06 Cancellation and Destruction of Notes by the Trustee. Whenever any Outstanding Notes shall be delivered to the Trustee for the cancellation thereof pursuant to this Indenture, upon payment of the principal amount and interest represented thereby, or for replacement pursuant to Section 2.03 hereof, such Notes shall be promptly cancelled and, within a reasonable time, destroyed by the Trustee in accordance with its then standard procedures.

Section 2.07 [Reserved].

Section 2.08 Issuance of Notes. The Corporation shall have the authority, upon complying with the provisions of this Article, to issue and deliver the Notes which shall be secured by the Trust Estate.

Section 2.09 Definitive Notes. The Notes shall initially be issued in book-entry form as provided in Section 2.02 hereof, and no beneficial owner will receive certificates representing its respective interests in the Notes, except in the event the Trustee authenticates definitive Notes as provided in this Section. It is anticipated that during the term of the Notes, the Clearing Agency will make book-entry transfers among its Clearing Agency Participants and receive and transmit payment of principal of and interest on the Notes to the Clearing Agency Participants until and unless the Trustee authenticates and delivers definitive Notes to the beneficial owners as described in the following paragraph.

If (a) the Corporation determines (i) that the Clearing Agency is unable to properly discharge its responsibilities; or (ii) that the Clearing Agency is no longer qualified to act as a securities depository and registered clearing agency under the Exchange Act; or (iii) that the continuation of a book-entry system other than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes; or (b) the Trustee receives written notice from Clearing Agency Participants having interests in not less than 50% in aggregate principal amount of the Outstanding Notes, as shown on the

records of the Clearing Agency (and certified to such effect by the Clearing Agency), that the continuation of a book-entry system to the exclusion of any Notes being issued to any Noteholder other than Cede & Co. is no longer in the best interests of the beneficial owners of the Notes, then the Trustee shall notify the Noteholders of such determination or such notice and of the availability of certificates to beneficial owners requesting the same, and the Trustee shall register in the name of and authenticate and deliver definitive Notes to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous distributions of principal; provided, that in the case of a determination under clause (a)(i) or (a)(ii) above, the Corporation, with the consent of the Trustee, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers. In such event, all references to the Clearing Agency herein shall relate to the period of time when the Clearing Agency has possession of at least one Note. Upon the issuance of definitive Notes, all references herein to obligations imposed upon or to be performed by the Clearing Agency shall be deemed to be imposed upon and performed by the Trustee, to the extent applicable with respect to such definitive Notes. If the Clearing Agency resigns and the Corporation and the Trustee are unable to locate a qualified successor of the Clearing Agency in accordance with the following paragraph, then the Trustee shall authenticate and cause delivery of definitive Notes to the beneficial owners of the Notes, as provided herein.

The Trustee may rely on information from the Clearing Agency and its Clearing Agency Participants as to the names of the beneficial owners of the Notes. The cost of printing, registration, authentication, and delivery of definitive Notes shall be paid for by the Corporation. In the event the Clearing Agency resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Exchange Act, the Corporation may appoint a successor Clearing Agency with the consent of the Trustee. Any successor Clearing Agency shall be a securities depository which is a registered clearing agency under the Exchange Act, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Trustee upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Clearing Agency in Authorized Denominations and form as provided herein.

Section 2.10 Payment of Principal and Interest.

(a) The Notes shall accrue interest as provided in the form of the Notes set forth in Exhibit A hereto. Such interest shall be payable on each Monthly Distribution Date as specified in Section 5.04(c) hereof, subject to Section 4.01 hereof. Any installment of interest or principal, if any, payable on any Note which is punctually paid or duly provided for by the Corporation on the applicable Monthly Distribution Date shall be paid to the Person in whose name such Note is registered on the Record Date by check mailed first class, postage prepaid to such Person's address as it appears on the records of the Trustee on such Record Date, except that, unless definitive Notes have been issued pursuant to Section 2.09 hereof, with respect to Notes registered on the Record Date in the name of the nominee of the Clearing Agency (initially, such nominee to be Cede

& Co.), payment shall be made by wire transfer in immediately available funds to the account designated by such nominee and except for the final installment of principal payable with respect to such Note on a Monthly Distribution Date or on the Note Final Maturity Date for such Note which shall be payable as provided below. The amount of interest distributable to Noteholders of the Notes for each \$1,000 in original principal amount will be calculated by applying the applicable interest rate for the Interest Accrual Period to the Outstanding Amount of each original principal amount of \$1,000, multiplying that product by the actual number of days in the Interest Accrual Period divided by 360, and rounding the resulting figure to the fifth decimal point.

(b) The Outstanding Amount of each Note shall be payable in installments on each Monthly Distribution Date as provided in Section 5.04(c) hereof. Notwithstanding the foregoing, the entire unpaid Outstanding Amount of the Notes shall be due and payable, if not previously paid, on the Note Final Maturity Date and on the date on which an Event of Default shall have occurred and be continuing if the Trustee or the Registered Owners of the Notes representing not less than a majority of the Outstanding Amount of the Notes have declared the Notes to be immediately due and payable in the manner provided in Section 6.08 hereof. The Trustee shall notify the Person in whose name a Note is registered on or prior to the close of business on the Record Date preceding the applicable Monthly Distribution Date on which the Corporation expects that the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed or transmitted by facsimile or electronic delivery prior to such final Monthly Distribution Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment.

Section 2.11 Payments, Notices and Requests to Clearing Agency.

(a) Notwithstanding any other provision of this Indenture to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of the Clearing Agency, all payments with respect to principal of and interest on such Note and all notices to and requests for consent from the Registered Owner with respect to such Note shall be made and given, respectively, pursuant to the Clearing Agency's rules and procedures.

(b) Payments made by the Clearing Agency Participants to beneficial owners, notices given by the Clearing Agency Participants to beneficial owners and consents obtained by the Clearing Agency Participants from beneficial owners will be governed by standing instructions and customary practices, as is now the case with municipal securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Clearing Agency Participant and not of the Clearing Agency, the Trustee or the Corporation, subject to any statutory and regulatory requirements as may be in effect from time to time.

Section 2.12 Use of Proceeds of Notes and Corporation Contribution and Transfer of Funds and Loans.

(a) The proceeds of the Notes (\$143,995,046.59), being the par amount of the Notes, less original issue discount of \$734,953.41, shall be applied by the Trustee as follows:

(i) \$78,789,376.47 shall be deposited to the Collection Fund and immediately transferred to the Conduit in order to release the student loans pledged thereunder.

(ii) \$61,627,770.25 shall be deposited to the Collection Fund and immediately transferred to the trustee for the Series 2012A Bonds (\$50,205,013.09) and the Series 2012B-2 Bonds (\$11,422,757.16) to be used (along with funds held under the related indenture) to redeem said bonds and release a portion of the student loans pledged for such bonds.

(iii) \$500,000 shall be deposited to the credit of the Capitalized Interest Fund.

(iv) \$361,825 shall be deposited to the credit of the Reserve Fund.

(v) \$1,125,247.65 shall be deposited to the SAP Rebate Fund.

(vi) \$1,590,827.22 shall be deposited to the credit of the Collection Fund of which (A) \$1,227,197 shall be used to pay costs of issuance of the Notes, (B) \$180,000 is intended to offset payments made on the Financed Eligible Loans between March 23, 2013 and March 27, 2013 and upon certification of the actual amount of such payments, the Trustee is authorized to release the difference between \$180,000 and such payments to the Corporation free of the lien of this Indenture and (C) \$183,630.22 is to be held as an initial cash balance.

(b) \$78,656,905.94 par amount of the Eligible Loans (plus accrued interest thereon of \$2,245,187.40) transferred from the Conduit, together with \$51,065,511.01 par amount of the Eligible Loans (plus accrued interest thereon of \$1,945,076.66) transferred from the trustee for the Series 2012A Bonds, and \$14,335,657.42 par amount of the Eligible Loans (plus accrued interest thereon of \$140,610.46) transferred from the trustee for the Series 2012B-2 Bonds, shall be deposited in the Student Loan Fund and shall thereafter constitute Financed Eligible Loans (balance as of March 22, 2013).

ARTICLE III

PARITY AND PRIORITY OF LIEN; PLEDGE OF INDENTURE AND OTHER OBLIGATIONS

Section 3.01 Parity and Priority of Lien. The provisions, covenants and agreements herein set forth to be performed by or on behalf of the Corporation shall be for the equal benefit, protection and security of the Registered Owners of any and all of the Notes, all of which, shall be of equal rank without preference, priority or distinction of any of the Notes over any other thereof, except as expressly provided in this Indenture with respect to certain payment and other priorities.

Section 3.02 Pledge and Security Interest.

(a) To the fullest extent provided by applicable laws, the Trust Estate shall immediately be subject to the lien of this Indenture without any physical delivery, filing or recording 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.

(b) This Indenture creates a valid and binding pledge and assignment of security interest in all of the Trust Estate pledged under this Indenture in favor of the Trustee as security for payment of the Notes, enforceable by the Trustee in accordance with the terms hereof.

(c) Under the laws of the State, such pledge and assignment and security interest is automatically perfected by Alaska Statutes 14.42.250, as amended, and is and shall have priority as against all parties having claims of any kind in tort, contract, or otherwise hereafter imposed on the Trust Estate.

Section 3.03 Other Obligations.

(a) The Available Funds and other moneys, Financed Eligible Loans, securities, evidences of indebtedness, interests, rights and properties pledged under this Indenture are and will be owned by the Corporation free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, of equal rank with or subordinate to the respective pledges created by this Indenture, except as otherwise expressly provided herein, and all action on the part of the Corporation to that end has been duly and validly taken. If any Financed Eligible Loan is found to have been subject to a lien at the time such Financed Eligible Loan was pledged to the Trust Estate, the Corporation shall cause such lien to be released, shall purchase such Financed Eligible Loan from the Trust Estate for a purchase price equal to its principal amount plus any unamortized premium, if any, and interest accrued thereon or shall replace such Financed Eligible Loan with another Eligible Loan with substantially identical characteristics which replacement Eligible Loan shall be free and clear of liens at

the time of such replacement. Except as otherwise provided herein, the Corporation shall not create or voluntarily permit to be created any debt, lien or charge on the Financed Eligible Loans which would be on a parity with, subordinate to, or prior to the lien of this Indenture; shall not do or omit to do or suffer to be done or omitted to be done any matter or things whatsoever whereby the lien of this Indenture or the priority of such lien for the Notes hereby secured might or could be lost or impaired; and will pay or cause to be paid or will make adequate provisions for the satisfaction and discharge of all lawful claims and demands which if unpaid might by law be given precedence to or any equality with this Indenture as a lien or charge upon the Financed Eligible Loans; provided, however, that nothing in this Section shall require the Corporation to pay, discharge or make provision for any such lien, charge, claim or demand so long as the validity thereof shall be by it in good faith contested, unless thereby the same will endanger the security for the Notes; and provided further that any subordinate lien hereon (i.e., subordinate to the lien securing the Notes) shall be entitled to no payment from the Trust Estate, nor may any remedy be exercised with respect to such subordinate lien against the Trust Estate until all Notes have been paid or deemed paid hereunder.

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

ARTICLE IV

PROVISIONS APPLICABLE TO THE NOTES;

DUTIES OF THE CORPORATION

Section 4.01 Payment of Principal and Interest. The Corporation covenants that it will promptly pay, but solely from the Trust Estate, the principal of and interest, if any, on each and every Note issued under the provisions of this Indenture at the places, on the dates and in the manner specified herein and in said Notes and any premium required for the retirement of said Notes by purchase or redemption according to the true intent and meaning thereof. The Notes shall be and are hereby declared to be payable from and equally secured, except as specifically provided in this Indenture with respect to certain payment and other priorities, by an irrevocable first lien on and pledge of the properties constituting the Trust Estate, subject to the application thereof as permitted by this Indenture, but in no event shall the Registered Owners have any right to possession or control of any Financed Eligible Loans, which promissory notes evidencing such Financed Eligible Loans shall be held only by the Corporation or its agent or bailee.

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

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

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

Section 4.03 Covenants as to Additional Conveyances. At any and all times, the Corporation will duly execute, acknowledge and deliver, or will cause to be done, executed, acknowledged and delivered such indentures supplemental hereto and such further acts, conveyances, instruments, transfers and assurances in law as shall be

required for the better conveying, transferring and pledging and confirming unto the Trustee, all and singular, the Trust Estate pledged hereby to the payment of the principal of and interest on the Notes and any other amounts owed hereunder.

Section 4.04 Further Covenants of the Corporation.

(a) The Corporation will duly and punctually keep, observe and perform each and every term, covenant and condition on its part to be kept, observed and performed, contained in this Indenture and the other agreements to which the Corporation is a party pursuant to the transactions contemplated herein, including but not limited to the Basic Documents to which it is a party and the Guarantee Agreements, and will punctually perform all duties required by the laws of the State.

(b) The Program shall be operated on the basis of its Fiscal Year.

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

(d) The Corporation shall cause to be kept and maintained proper books of account relating to the Program in which full, true and correct entries will be made, in accordance with generally accepted accounting principles, of all dealings or transactions of or in relation to the business and affairs of the Corporation which relate to the Notes, and within 180 days after the end of each Fiscal Year shall receive an audit of the Corporation by an Independent certified public accountant. A copy of the audit report showing in reasonable detail the financial condition of the Corporation as at the close of each Fiscal Year shall be filed with the Trustee within 60 days after it is received by the Corporation and shall be available for inspection by any Registered Owner.

(e) The Corporation shall not at any time insist upon or plead in any manner whatsoever, or claim to take the benefit or advantage of any stay or extension of law now or at any time hereafter in force which may affect the covenants and agreements contained in this Indenture or in the Notes, and all benefit or advantage of any such law or laws is hereby, to the extent permitted by law, expressly waived by the Corporation.

(f) Notwithstanding anything to the contrary contained herein, except upon the occurrence and during the continuance of an Event of Default hereunder,

the Corporation hereby expressly reserves and retains the privilege to receive and, subject to the terms and provisions of this Indenture, to keep or dispose of, claim, bring suits upon or otherwise exercise, enforce or realize upon its rights and interest in and to the Financed Eligible Loans and the proceeds and collections therefrom, and neither the Trustee nor any Registered Owner shall in any manner be or be deemed to be an indispensable party to the exercise of any such privilege, claim or suit. The Trustee shall be under no obligation whatsoever to exercise any such privilege, claim or suit.

Section 4.05 Procedures for Transfer of Funds. In any instance where this Indenture requires a transfer of funds or money from one Fund to another, a transfer of ownership in investments or an undivided interest therein may be made in any manner agreeable to the Corporation and the Trustee, and in the calculation of the amount transferred, interest on the investment which has or will accrue before the date the money is needed in the fund to which the transfer is made shall not be taken into account or considered as money on hand at the time of such transfer.

Section 4.06 Additional Covenants with Respect to the Higher Education Act.

(a) Administration of the Program. The Corporation shall administer, operate and maintain the Program in such manner as to ensure that the Program and the Financed Eligible Loans will benefit from the benefits available under the Higher Education Act and the federal program of reimbursement for student loans pursuant to the Higher Education Act, or from any other federal statute providing for such federal program.

(b) Enforcement and Amendment of Guaranty Agreements. So long as any Notes are Outstanding, the Corporation (a) will, from and after the date on which it shall have entered into, or caused the Trustee to enter into on its behalf, any Guaranty Agreement, maintain such Guaranty Agreement and diligently enforce its rights thereunder; (b) will enter into such other similar or supplemental agreements as shall be required to maintain benefits for all Financed Eligible Loans covered thereby; and (c) will not voluntarily consent to or permit any rescission of or consent to any amendment to or otherwise take any action under or in connection with any Guaranty Agreement or any similar or supplemental agreement or engage any other guarantor of the Financed Eligible Loans which in any manner will materially adversely affect the rights of the Registered Owners hereunder.

(c) Enforcement and Amendment of Promissory Notes and Notices of Guarantee. So long as any Notes are Outstanding, the Corporation (a) will maintain all promissory notes and notices of guarantee with the Department and diligently enforce its rights thereunder, (b) will enter into such other similar or supplemental agreements as shall be required to maintain benefits for all Financed Eligible Loans covered thereby, and (c) will not voluntarily consent to or permit any rescission of or consent to any amendment to or otherwise take any action under or in connection with any such promissory notes and notices of guarantee

with the Department or any similar or supplemental agreement which in any manner will materially adversely affect the rights of the Registered Owners hereunder.

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

(e) **Enforcement of Financed Eligible Loans.** The Corporation shall, subject to the last sentence of this subsection, cause to be diligently enforced, and take all steps, actions and proceedings reasonably necessary for the enforcement of, all terms, covenants and conditions of all Financed Eligible Loans and agreements in connection therewith, including the prompt payment of all principal and interest payments and all other amounts due the Corporation thereunder. The Corporation shall not, except as permitted by the last sentence of this subsection, permit the release of the obligations of any borrower under any Financed Eligible Loan and shall, subject to the last sentence of this subsection, at all times, to the extent permitted by law, cause to be defended, enforced, preserved and protected the rights and privileges of the Corporation and the Trustee hereunder or with respect to each Financed Eligible Loan and agreement in connection therewith. The Corporation shall not, subject to the last sentence of this subsection, consent or agree to or permit any amendment or modification of any Financed Eligible Loan or agreement in connection therewith which will in any manner materially adversely affect the rights or security of the Registered Owners hereunder. Nothing in this Indenture shall be construed to prevent the Corporation from (i) granting a reasonable forbearance to a borrower pursuant to the terms of the Higher Education Act; (ii) settling a default or curing a delinquency on any Financed Eligible Loan on such terms as shall be permitted by law; (iii) charging interest at a lower rate than is required by the Higher Education Act to the extent provided in Exhibit D hereto; (iv) establishing discounts or granting forgiveness of principal or interest on Financed Eligible Loans (including paying for such discounts or forgiveness with cash released from the Trust Estate) to the extent as provided in Exhibit D hereto; or (v) allowing a borrower to repay a Financed

Eligible Loan pursuant to an income-based repayment plan pursuant to the Higher Education Act.

(f) Administration and Collection of Financed Eligible Loans.

(i) The Corporation shall cause a Servicer or Servicers selected by the Corporation to, administer and collect all Financed Eligible Loans which are part of the Trust Estate in a competent, diligent, and orderly fashion and in accordance with all applicable requirements of the Higher Education Act, the Secretary, the Regulations of the Secretary and each Guaranty Agency, and this Indenture.

(ii) In all events, promissory notes evidencing Financed Eligible Loans shall be held by the Corporation or its agent (including Servicers), and all sums received by the Corporation with respect to the Financed Eligible Loans shall be held on behalf of the Trustee including, but not limited to, all payments of principal and interest, Special Allowance Payments, Interest Benefit Payments, insurance or guarantee payments and proceeds of the sale thereof. All such amounts upon identification thereof shall be held in a segregated account deposited promptly with the Trustee, but no later than two Business Days after receipt thereof, and shall not be commingled with any of the Corporation's funds. If the rating of the provider of such segregated account falls below a "BBB" rating by S&P, the Corporation shall replace such provider within 30 days with a new account provider that (A) is rated at least "BBB" by S&P or (B) otherwise satisfies the applicable S&P counterparty criteria.

Section 4.07 Servicing and Enforcement of Servicing Agreements.

(a) The Corporation shall at all times appoint, retain and employ competent personnel for the purpose of carrying out its respective programs under the Program and shall establish and enforce reasonable rules, regulations, tests and standards governing the employment of such personnel.

(b) The Corporation shall cause to be diligently enforced and taken all reasonable steps, actions and proceedings necessary for the enforcement of all material terms, covenants and conditions of all Servicing Agreements, including, without limitation, the prompt payment of all principal and interest payments and all other amounts due the Corporation thereunder, including, all grants, subsidies, donations, insurance payments, Special Allowance Payments, Interest Benefit Payments and all Guarantee payments by a Guaranty Agency which relate to any Financed Eligible Loans. Except as authorized below, the Corporation:

(i) shall not permit the release of any material obligations of any Servicer under the related Servicing Agreement, except in conjunction with amendments or modifications permitted by Section 4.07(c)(ii) hereof;

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

(iii) shall not consent or agree to or permit any amendment or modification of any Servicing Agreement which will materially adversely affect the rights or security of the Trustee or the Registered Owners; and

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

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

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

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

(d) If at any time any Servicer fails in any material respect to perform its obligations under its Servicing Agreement or under the Higher Education Act, including without limitation the failure of the Servicer to comply with the due diligence requirements of the Higher Education Act, or if any servicing audit shows any material deficiency in the servicing of Financed Eligible Loans by any Servicer, the Corporation shall, or shall cause the Servicer to, cure the failure to perform or correct the material deficiency or remove such Servicer and appoint another Servicer. From the date hereof until all of the obligations of the Corporation hereunder shall be paid in full, each Servicer shall service, administer and make collections with respect to the Financed Eligible Loans in all material respects with Accepted Servicing Procedures. The Corporation shall send notice to the Rating Agencies of any change in Servicer.

(e) As of the date of execution and delivery of this Indenture, the Financed Eligible Loans are serviced by the Commission. The Backup Servicer has agreed to provide Backup Servicing pursuant to the terms of the Backup Servicing Agreement. The Corporation covenants to maintain a Backup Servicing Agreement with a third-party Servicer and to pay all fees of such third-party Servicer as permitted under this Indenture. Any and all Financed Eligible Loans serviced by the Corporation are to be transferred for servicing by the Backup Servicer upon 120 days' written notice upon the occurrence of a Servicer Transfer Trigger in accordance with the requirements contained in the Backup Servicing Agreement.

Section 4.08 Appointment of Agents and Direction to Trustee, Etc. The Corporation shall employ and appoint all employees, agents, consultants and attorneys which it may consider necessary. The Corporation hereby directs the Trustee to enter into this Indenture and the Servicing Agreement.

Section 4.09 Capacity to Sue. The Corporation shall have the power and capacity to sue and to be sued on matters arising out of or relating to the financing of the Financed Eligible Loans.

Section 4.10 [Reserved].

Section 4.11 Representations; Negative Covenants.

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

(i) *Organization.* The Corporation is duly organized and existing under and pursuant to the laws of the State.

(ii) *Authorization.* The Corporation is duly authorized under all applicable laws to authorize and issue the Notes and to enter into, execute and deliver this Indenture 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, except for the pledge created hereby, and all corporate or other action on the part of the Corporation to that end has been and will be duly and validly taken. The Notes and the provisions of this Indenture are and will be valid and legally enforceable special limited obligations of the Corporation in accordance with their terms and the terms of this Indenture. The Corporation shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate, including all assets and revenues, including rights pledged under this Indenture, and all the rights of the owners of the

Notes under this Indenture against all claims and demands of all persons whomsoever.

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

(iv) *No Violation.* The consummation of the transactions contemplated by this Indenture and the fulfillment of the terms hereof do not conflict with, result in any breach of any of the terms and provisions of or constitute (with or without notice, lapse of time or both) a default under the Act, or any material indenture, agreement, mortgage, deed of trust or other instrument to which the Corporation is a party or by which it is bound, or result in the creation or imposition of any lien upon any of its material properties pursuant to the terms of any such indenture, agreement, mortgage, deed of trust or other instrument, other than this Indenture, nor violate, in any material respect, any law or any order, rule or regulation applicable to the Corporation of any court or of any federal or state regulatory body, administrative agency or other governmental instrumentality having jurisdiction over the Corporation or any of its properties.

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

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

(vii) *Tax and Accounting Treatment.* The Corporation is and intends to be treated as the owner of the Financed Eligible Loans for all purposes. The Issuer and the Trustee, by entering into this Indenture, and each Noteholder, by its acceptance of a Note, agrees to treat the Notes as indebtedness for federal and state income tax purposes and further agrees not to take any action inconsistent with such treatment, unless required by law.

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

(ix) *No Fraudulent Transfers.* The consideration received by the Corporation for the grant of the Trust Estate was reasonably equivalent to the value of the related grant.

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

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

(xii) *Origination of Financed Eligible Loans Legal.* The Corporation originated the Financed Eligible Loans in compliance with all material applicable federal, state and local laws and regulations in connection with the origination thereof.

(xiii) *Not an Investment Company.* The Corporation is not an "investment company" within the meaning of the Investment Company Act or is exempt from all provisions of the Investment Company Act.

(xiv) *Further Assurance.* At any and all times the Corporation shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolution, act, deed, conveyance, assignment, transfer and assurance as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, revenues and assets hereby pledged or assigned, or intended so to be, or which the Corporation may become bound to pledge or assign. Other than the security interest granted to the Trustee pursuant to this Indenture, the Corporation has not pledged, assigned, sold, or granted a security interest in or otherwise conveyed any of the Trust Estate, and has not authorized the filing of and is not aware of any financing statements against the Corporation that include a description

of the Trust Estate and is not aware of any judgment or tax lien filings against the Corporation. The provisions of this Section shall survive so long as any of the Notes are secured by a pledge of the Trust Estate.

(b) The Corporation shall not:

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

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

(iii) permit the validity or effectiveness of this Indenture, any Supplemental Indenture or any grant hereunder to be impaired, or permit the lien of this Indenture to be amended, hypothecated, subordinated, terminated or discharged, or permit any Person to be released from any material covenants or obligations under this Indenture, except as may be expressly permitted hereby;

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

(v) permit the lien of this Indenture not to constitute a valid first-priority, perfected security interest in the Trust Estate.

Section 4.12 Additional Covenants. So long as any of the Notes are Outstanding:

(a) The Corporation shall not consolidate or merge with or into any other entity or convey or transfer its properties and assets substantially as an entirety to any entity except as otherwise provided herein.

(b) The Corporation shall act solely in its own name and through its duly authorized officers or agents in the conduct of its business, and shall conduct its business so as not to mislead others as to the identity of the entity with which they are involved.

(c) The Corporation shall maintain its records and books of account and shall not commingle its records and books of account with the records and books of account of any other Person.

(d) All actions of the Corporation hereunder shall be taken by an Authorized Representative.

(e) The Corporation shall not amend, alter, change or repeal any provision contained in this Section in a manner which has a material adverse effect on the Program, the Trust Estate, the Notes or the obligations of the Corporation under any of the Basic Documents.

Section 4.13 Providing of Notice. The Corporation, upon learning of any failure on its part to observe or perform in any material respect any covenant, representation or warranty of the Corporation set forth in this Indenture shall promptly notify the Trustee, the Servicer, if applicable, and each Rating Agency of such failure.

Section 4.14 Certain Reports.

(a) Not later than the Determination Date preceding each Monthly Distribution Date, the Corporation will prepare and provide a certificate in the form of Exhibit B hereto (the "Monthly Distribution Date Certificate") to the Trustee. The Trustee shall provide a copy of any Monthly Distribution Date Certificate to any Noteholder who requests such in writing.

(b) The Trustee may conclusively rely and accept the information described in the Monthly Distribution Date Certificate from the Corporation, with no further duty to know, determine or examine such reports.

Section 4.15 Statement as to Compliance. The Corporation shall deliver to the Trustee, within 180 days after the end of each Fiscal Year, a brief certificate from an Authorized Representative including (a) a current list of the Authorized Representatives, and (b) a statement indicating whether or not, to the knowledge of the signers thereof, the Corporation is in compliance with all conditions and covenants under this Indenture and, in the event of any noncompliance, specifying such noncompliance and the nature and status thereof. For purposes of this Section, such compliance shall be determined without regard to any period of grace or requirement of notice under this Indenture absent manifest error.

Section 4.16 Statements to Noteholders. Two Business Days preceding a Monthly Distribution Date, the Corporation shall prepare and provide to the Trustee a report setting forth the information substantially in the form of Exhibit C hereto (the "Report to the Registered Owners"). The Corporation shall post and provide electronic access to the Report to Registered Owners on the Corporation's web site. The Trustee shall direct any Noteholder who requests a copy of the Report to Registered Owners to the electronic form of Exhibit C posted on the Corporation's web site.

Section 4.17 Covenant to Maintain Reserve Fund. The Corporation at all times shall maintain the Reserve Fund created and established by Section 5.01 hereof and maintain in the Reserve Fund an amount equal to the Specified Reserve Fund Balance and do and perform or cause to be done and performed each and every act and thing with respect to the Reserve Fund provided to be done or performed by or on behalf of the Corporation or the Trustee under the terms and provisions of this Indenture or of the Act. In order to assure the maintenance of the Reserve Fund in an amount equal to the

Specified Reserve Fund Balance, as set forth in Section 14.42.240, Alaska Statutes, and in compliance with the requirements of Section 14.42.240, Alaska Statutes, the Corporation shall cause the Chairman of the Board of Directors of the Corporation annually, on or before January 15 of each year, to certify in writing to the Governor of the State and the Chairman of the House and Senate Finance Committee, the amount, if any, required to restore the Reserve Fund to the Specified Reserve Fund Balance, and a copy of such certification shall be promptly delivered by the Corporation to the Trustee. All sums received by the Corporation from the State pursuant to any such submission pursuant to this Section shall be deposited in the Reserve Fund.

Section 4.18 Obligation to Make Deposit from Outside of Trust Estate. To the extent permitted by law, the Corporation shall deposit into the Collection Fund, from funds of the Corporation, legally available therefor other than (x) funds held under the Indenture or (y) funds pledged by the Corporation under another indenture or legal document related to the Corporation's outstanding debt, the aggregate amount, for (i) each Financed Eligible Loan determined incapable of being submitted for a Guarantee claim, and (ii) each Financed Eligible Loan submitted for claim to a Guaranty Agency or the Secretary for Guarantee payment and for which a Guarantee claim has been rejected or refused (for any reason, including any origination or servicing error) equal to all outstanding principal and interest (and Interest Benefit Payment and Special Allowance Payment) with respect thereto.

ARTICLE V

FUNDS

Section 5.01 Creation and Continuation of Funds and Accounts. There are hereby created and established the following Funds to be held and maintained by the Trustee for the benefit of the Registered Owners:

- (a) Student Loan Fund;
- (b) Capitalized Interest Fund;
- (c) Collection Fund;
- (d) Department SAP Rebate Fund; and
- (e) Reserve Fund.

The Trustee is hereby authorized for the purpose of facilitating the administration of the Trust Estate and for the administration of any Notes issued hereunder to create further Accounts or Subaccounts in any of the various Funds and Accounts established hereunder which are deemed necessary or desirable.

Section 5.02 Student Loan Fund. On the Date of Issuance, in accordance with Section 2.12 hereof, \$144,058,074.37 principal amount of Eligible Loans (plus accrued interest thereon of \$4,330,874.52) shall be credited to the Student Loan Fund, which Eligible Loans consist of the Eligible Loans released from the Conduit and transferred from the trusts for the Series 2012A and B-2 Bonds as a result of the application of proceeds described in Section 2.12 hereof. Financed Eligible Loans, evidenced by promissory notes, shall be held by the Corporation or its agent or bailee and shall be pledged as a part of the Student Loan Fund to the Trust Estate, and a list of such Eligible Loans shall be provided by the Corporation to the Trustee on or before the Date of Issuance.

The Corporation is the legal owner of the Financial Eligible Loans and the Trustee will have a security interest in the Financed Eligible Loans for and on behalf of the Registered Owners. In the case of a single Financed Eligible Loan evidenced by a separate promissory note, each such promissory note will be held by the Corporation or a Servicer, on behalf of the Trustee, for the benefit of the Registered Owners. In the case of a Financed Eligible Loan evidenced by a Master Promissory Note, the Corporation shall cause the holder of the original Master Promissory Note to indicate by book-entry on its books and records that the Corporation is the legal and beneficial owner of the Financed Eligible Loan.

Except (i) as provided in Sections 5.08 and 10.03 hereof, (ii) for consolidation or serialization purposes, (iii) for transfers to a Guaranty Agency, (iv) for transfers to a Servicer other than the Commission pursuant to its repurchase obligation under the applicable Servicing Agreement, (v) for transfers to the Corporation pursuant to its

repurchase obligation pursuant to Section 3.03(a) hereof, or (vi) as set forth in the following sentence, Financed Eligible Loans shall not be sold, transferred or otherwise disposed of by the Corporation while any of the Notes are Outstanding. If necessary for administrative purposes, the Corporation may sell Financed Eligible Loans free from the lien of this Indenture, so long as the sale price for any Financed Eligible Loan is not less than the Purchase Amount of such Financed Eligible Loan and the collective aggregate principal balance of all such sales does not exceed 5% of the Initial Pool Balance and the collective aggregate principal balance of all such sales in any calendar year does not exceed 1% of the Pool Balance (as of January 1 of that year or as of the Date of Issuance with respect to the first calendar year), and the Corporation hereby certifies the same to the Trustee, upon which the Trustee may conclusively rely.

Section 5.03 Capitalized Interest Fund. Pursuant to Section 2.12 hereof, on the Date of Issuance, there shall be deposited into the Capitalized Interest Fund an amount equal to \$500,000.

On each Monthly Distribution Date, to the extent there are insufficient Available Funds in the Collection Fund to make one or more of the transfers required by Sections 5.04(b) (other than transfers to repurchase Eligible Loans from any Servicer or any Guaranty Agency as described in clause (a)(i) of the definition of Available Funds) and 5.04(c)(i) through (v) hereof, the Trustee, upon receipt of a Corporation Order directing the same, shall withdraw from the Capitalized Interest Fund on such Monthly Distribution Date, as applicable, an amount equal to such deficiency and deposit such amount in the Collection Fund. On the March 25, 2014 Monthly Distribution Date, any amounts remaining in the Capitalized Interest Fund shall be transferred by the Trustee to the Collection Fund for distribution as provided in Section 5.04 hereof.

Section 5.04 Collection Fund.

(a) Deposits to Collection Fund. As contemplated by Section 2.12, there shall be deposited to the Collection Fund, from proceeds of the Notes of \$142,007,973.94, of which \$78,789,376.47 shall be transferred to the Conduit, \$61,627,770.25 shall be transferred to the trustee for the Series 2012A Bonds and Series 2012B-2 Bonds, \$1,227,197.00 shall be used to pay costs of issuance, and \$363,630.22 shall be held as a beginning deposit therein (subject to the release previously described in Section 2.12(a)(vi), all upon the issuance of the Notes. In addition, there shall be deposited to the Collection Fund (i) all Available Funds and all other moneys and investments derived from assets on deposit in and transfers from the Student Loan Fund (as described in Section 5.02 hereof), the Capitalized Interest Fund (as described in Section 5.03 hereof), the Reserve Fund (for use only to pay interest or principal of the Notes, as described in Section 5.05 hereof) and the Department SAP Rebate Fund (as described in Section 5.06 hereof), (ii) amounts deposited pursuant to Section 10.03 hereof, and (iii) any other amounts deposited thereto upon receipt of deposit instructions from the Corporation. Moneys on deposit in the Collection Fund shall be used to make the payments described in this Section. The Trustee may conclusively rely on all written instructions of the Corporation described in this Indenture with no further

duty to examine or determine the information provided by the Corporation for the Monthly Distribution Date Certificate, and any Corporation Order.

(b) Payments on Dates other than Monthly Distribution Dates.

(i) *Transfers to Department SAP Rebate Fund.* In accordance with Section 5.06 hereof, the Corporation shall instruct the Trustee in writing on a monthly basis not later than the 10th calendar day of each month to withdraw from the Collection Fund and deposit to the Department SAP Rebate Fund the amount necessary to bring the balance of the Department SAP Rebate Fund to the expected Department SAP Rebate Interest Amount for such date, and the Trustee shall comply with such instructions.

(ii) *Monthly Consolidation Rebate Fees.* Upon written direction from the Corporation to the Trustee, moneys in the Collection Fund shall be used on any date to pay, when due, Monthly Consolidation Rebate Fees.

(iii) *Other Fees, Expenses and Amounts.* Upon written direction from the Corporation to the Trustee, moneys in the Collection Fund shall be used on any date to pay, when due, (x) any Program Fees, (y) any amounts required by the Higher Education Act to be paid to the Department or borrowers with respect to Financed Eligible Loans the payment of which is not otherwise provided for in this Section 5.04, including, without limitation, amounts described in clause (a)(ii) of the definition of Available Funds, to repurchase Eligible Loans as described in clause (a)(i) of the definition of Available Funds, or (z) Extraordinary Trustee Fees and Expenses of up to \$20,000 annually (with any portion of such amount not used in a given year carried forward for use in later years, without limitation) and, with a Rating Agency Condition, to pay when due any other fees and expenses with respect to the Trust Estate the payment of which is not otherwise provided for in Section 5.04(c) hereof. The Corporation shall provide prior written notice to S&P of any such payments of other fees and expenses at least 45 days prior to any such payment.

(c) Payments on Monthly Distribution Dates. The Corporation shall instruct the Trustee in writing no later than the Determination Date preceding each Monthly Distribution Date to make the following deposits and distributions from the Available Funds in the Collection Fund received during the immediately preceding Collection Period (including any amounts transferred from the Student Loan Fund pursuant to Section 5.02 hereof, the Capitalized Interest Fund pursuant to Section 5.03 hereof and the Reserve Fund pursuant to Section 5.05(b) and (c) hereof) to the Persons or to the account specified below on such Monthly Distribution Date, in the following order of priority, and the Trustee shall comply with such instructions, provided, however, that if the Available Funds received

during the immediately preceding Collection Period are not sufficient to make the payments or deposits required pursuant to clauses (i) through (v) of this subsection (c), then, after any required transfers from the Student Loan Fund pursuant to Section 5.02 hereof, the Capitalized Interest Fund pursuant to Section 5.03 hereof and the Reserve Fund pursuant to Section 5.05(b) and (c) hereof, any other Available Funds on deposit in the Collection Fund, which the Corporation would have deemed Available Funds for the current Collection Period, may be used to make the payments or deposits required pursuant to clauses (i) through (v) of this subsection (c):

(i) to make any payments required to be made to the appropriate Person, trust or other entity amounts deposited in the Collection Fund which represent amounts that are allocable to Eligible Loans which are not pledged as part of the Trust Estate hereunder;

(ii) to pay to the Trustee the Trustee Fee due on such Monthly Distribution Date, together with such fees remaining unpaid from prior Monthly Distribution Dates;

(iii) to pay to the Servicer the Servicing Fee due to the Servicer on such Monthly Distribution Date, together with any Servicing Fee due to the Servicer remaining unpaid from prior Monthly Distribution Dates;

(iv) to pay to the Corporation the Administration Fee due to the Corporation on such Monthly Distribution Date, together with any Administration Fee due to the Corporation remaining unpaid from prior Monthly Distribution Dates;

(v) to pay to the Noteholders, on a pro rata basis, the Noteholders' Interest Distribution Amount payable on such Monthly Distribution Date;

(vi) to deposit to the Reserve Fund the amount, if any, necessary to reinstate the balance of the Reserve Fund up to the Specified Reserve Fund Balance;

(vii) to pay to the Noteholders, on a pro rata basis, as a principal payment on the Notes, any remaining funds until the Notes are paid in full; and

(viii) once all Notes have been paid in full and any remaining amounts due and owing the Trustee have been paid (including Extraordinary Trustee Fees and Expenses not paid in (b)(iii) above), to release to the Corporation all remaining funds.

The Corporation shall, or shall direct the Trustee in writing to, notify the Rating Agencies, by forwarding a copy of Exhibit B if the Available Funds received during the immediately preceding Collection Period are not sufficient to make the payments or

deposits required pursuant to clauses (i) through (v) of this subsection (c), after any required transfers from the Student Loan Fund, the Capitalized Interest Fund and the Reserve Fund, and such payments or deposits were made with other Available Funds on deposit in the Collection Fund from the current Collection Period.

Unless instructed differently by the Corporation, the Trustee shall pay all orders in accordance with Corporation Orders within two (2) Business Days of receipt by the Trustee.

(d) Optional Redemption From Release of Financed Eligible Loans. The Notes shall be subject to optional redemption in whole from the proceeds of a release of Financed Eligible Loans in accordance with Section 10.03 hereof on any Monthly Distribution Date, at a redemption price equal to the Outstanding Amount thereof, plus accrued interest, if any.

Section 5.05 Reserve Fund.

(a) On the Date of Issuance, pursuant to Section 2.12(a)(iv) hereof, the Trustee shall deposit \$361,825 into the Reserve Fund. Thereafter, the Trustee shall transfer to the Reserve Fund from the Collection Fund all amounts designated for transfer thereto pursuant to Section 5.04(c)(vi) hereof. In addition, amounts received pursuant to Section 4.17 hereof shall be deposited to the Reserve Fund by the Trustee when such amounts are received.

(b) On each Monthly Distribution Date, to the extent there are insufficient Available Funds in the Collection Fund to make the transfer required by Section 5.04(c)(v) hereof and to the extent moneys are not available to make such transfers from the Capitalized Interest Fund pursuant to Section 5.03 hereof, the Trustee shall, pursuant to a Corporation Order directing the same, withdraw from the Reserve Fund on such Monthly Distribution Date, an amount equal to such deficiency and deposit such amount in the Collection Fund. Additionally, if on a Note Final Maturity Date the principal amount of such Notes will not be reduced to zero after giving effect to the distribution of the Available Funds on such Note Final Maturity Date, the Corporation shall instruct the Trustee, pursuant to a Corporation Order, to withdraw from the Reserve Fund on such Note Final Maturity Date an amount equal to the amount needed to reduce the principal amount of Notes to zero and to deposit such amount in the Collection Fund for application to payment of the Outstanding Amount of such Notes.

(c) After giving effect to subsection (b) of this Section, if the amount on deposit in the Reserve Fund on any Monthly Distribution Date exceeds the Specified Reserve Fund Balance for such Monthly Distribution Date, the Corporation shall instruct the Trustee, pursuant to a Corporation Order, to withdraw from the Reserve Fund on such Monthly Distribution Date an amount equal to such excess and to deposit such amount in the Collection Fund.

(d) Any amount remaining on deposit in the Reserve Fund after all amounts owing or to be distributed as set forth in this Indenture shall have been made shall be distributed to the Corporation. The Corporation shall in no event be required to refund any amounts properly distributed pursuant to this subsection (d).

(e) Anything in this Section and Section 5.04 to the contrary notwithstanding, if the market value of securities and cash in the Reserve Fund and the Collection Fund, is on any Monthly Distribution Date sufficient to pay the remaining principal amount of and interest accrued on the Notes after payment of all other expenses and fees described in Section 5.04(c), such amounts will be so applied on such Monthly Distribution Date, and the Corporation shall instruct the Trustee in writing to make such payments.

Section 5.06 Department SAP Rebate Fund. On or before the 10th calendar day of each month (or, if such date is not a Business Day, the next Business Day), the Corporation shall instruct the Trustee to deposit into the Department SAP Rebate Fund from the Collection Fund, pursuant to Section 5.04(b) hereof, the amount necessary to bring the balance of the Department SAP Rebate Fund to the expected Department SAP Rebate Interest Amount for such date. Upon written instructions from the Corporation to the Trustee, the Trustee shall (a) pay to the Department an amount equal to the Department SAP Rebate Interest Amount due on each Department SAP Rebate Payment Date, first, from amounts on deposit in the Department SAP Rebate Fund and, second, from the Collection Fund pursuant to Section 5.04(b) hereof, (b) if the Department has deducted the Department SAP Rebate Interest Amount from Interest Benefit Payments or Special Allowance Payments due to the Corporation (with respect to the Financed Eligible Loans), transfer the amounts on deposit in the Department SAP Rebate Fund to the Collection Fund or (c) if the Department has deducted the Department SAP Rebate Interest Amount from Interest Benefit Payments or Special Allowance Payments due to the Corporation (other than with respect to the Financed Eligible Loans) or another trust estate, transfer the amounts on deposit in the Department SAP Rebate Fund to the applicable Person or trust for the related loans.

Section 5.07 Investment of Funds Held by Trustee. The Trustee shall invest money held for the credit of any Fund or Account or Subaccount by the Trustee hereunder as directed in writing by an Authorized Representative of the Corporation, to the fullest extent practicable and reasonable, in Investment Securities which shall mature or be redeemed at the option of the holder, without penalty, prior to the respective dates when the money held for the credit of such Fund or Account will be required for the purposes intended, but in no event later than the next Monthly Distribution Date. In the absence of any such direction and to the extent practicable, the Trustee shall invest amounts held hereunder in those Investment Securities described in clause (a) of the definition of the Investment Securities. All such investments shall be held by (or by any custodian on behalf of) the Trustee for the benefit of the Corporation; provided that, on the twentieth (20th) day of each calendar month or if not a Business Day the next succeeding Business Day, all interest and other investment income collected (net of losses and investment expenses) on funds on deposit in any Fund or Account or

Subaccount shall be deposited into the Collection Fund and shall be deemed to constitute a portion of the Available Funds. The Trustee and the Corporation hereby agree that, unless an Event of Default shall have occurred hereunder, the Corporation, acting by and through an Authorized Representative, shall provide written direction to the Trustee with respect to any discretionary acts required or permitted of the Trustee under any Investment Securities and the Trustee shall not take such discretionary acts without such written direction. Investment Securities may be purchased by or through the Trustee and its Affiliates.

The Investment Securities purchased shall be held by the Trustee and shall be deemed at all times to be part of such Fund or Account or Subaccounts or combination thereof, and the Trustee shall inform the Corporation of the details of all such investments. Upon direction in writing from an Authorized Representative of the Corporation, the Trustee shall use its best efforts to sell at the best price obtainable, or present for redemption, any Investment Securities purchased by it as an investment whenever it shall be necessary to provide money to meet any payment from the applicable Fund. The Trustee shall advise the Corporation in writing, on or before the fifteenth day of each calendar month (or such later date as reasonably consented to by the Corporation), of all investments held for the credit of each Fund in its custody under the provisions of this Indenture as of the end of the preceding month and the value thereof and shall list any investments which were sold or liquidated for less than the par value thereof plus accrued but unpaid interest at the time thereof.

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

Notwithstanding the foregoing, the Trustee shall not be responsible or liable for any losses on investments made by it hereunder or for keeping all Funds held by it fully invested at all times, unless any such losses are the result of the Trustee's negligence or willful misconduct in failing to comply with the investment instructions of the Corporation or its designee.

The Shareholder Communications Act of 1985 and its regulation require that banks and trust companies make an effort to facilitate communication between registrants of U.S. securities and the parties who have the authority to vote or direct the voting of those securities regarding proxy dissemination and other corporate communications. Unless the Corporation notifies the Trustee otherwise in writing, the Trustee will provide the obligatory information to the registrant upon request. Any objection will apply to all securities held under this Indenture now and in the future unless the Corporation notifies the Trustee otherwise in writing.

The Corporation acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Corporation specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will

furnish the Corporation periodic cash transaction statements, which include the detail for all investment transactions made by the Trustee hereunder.

Section 5.08 Release.

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

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

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

(d) Each Registered Owner, by the acceptance of a Note, acknowledges that, from time to time, the Trustee shall release the lien of this Indenture on any Financed Eligible Loan to be sold or transferred pursuant to Section 5.02 hereof, and each Registered Owner, by the acceptance of a Note, consents to any such release.

ARTICLE VI

DEFAULTS AND REMEDIES

Section 6.01 Events of Default Defined. For the purpose of this Indenture, the following events are hereby defined as, and are declared to be, "Events of Default":

(a) default in the due and punctual payment of any interest on any Note when the same becomes due and payable, and such default shall continue for a period of five (5) days;

(b) default in the due and punctual payment of the principal of any Note when the same becomes due and payable on the related Note Final Maturity Date;

(c) default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Corporation to be kept, observed and performed contained in this Indenture or in the Notes, and continuation of such default for a period of 90 days after written notice thereof by the Trustee to the Corporation; and

(d) the occurrence of an Event of Bankruptcy in respect of the Corporation.

Any notice herein provided to be given to the Corporation with respect to any default shall be deemed sufficiently given if sent by registered mail with postage prepaid to the Authorized Representative to be notified, addressed to such Authorized Representative at the address as shown in Section 9.01 hereof or such other address as may hereafter be given as the Principal Office of the Corporation in writing to the Trustee by an Authorized Representative. The Trustee may give any such notice in its discretion and shall give such notice if requested to do so in writing by the Registered Owners of at least a majority in aggregate principal amount of the Notes at the time Outstanding.

Notwithstanding anything to the contrary contained herein, in no event shall there be an Event of Default as a result of there being insufficient Available Funds in the Collection Fund to pay the principal on any Monthly Distribution Date other than a Note Final Maturity Date.

Section 6.02 Remedy on Default; Possession of Trust Estate. Subject to Section 6.08 hereof, upon the happening and continuance of any Event of Default, the Trustee, or the attorneys or agents of the Trustee, may (except with respect to an Event of Default under Section 6.01(c) hereof) and, upon its receipt of security or indemnity satisfactory to it, as provided herein, at the written direction of the Registered Owners representing not less than a majority in aggregate principal amount of the Outstanding Notes shall, enter into and take possession of such portion of the Trust Estate as shall be in the custody of others, and all property comprising the Trust Estate, and each and every part thereof; exclude the Corporation and its agents, servants and employees wholly therefrom; have,

hold, use, operate, manage, and control the same and each and every part thereof, in the name of the Corporation or otherwise, as they shall deem best, conduct the business thereof and exercise the privileges pertaining thereto and all the rights and powers of the Corporation and use all of the then existing Trust Estate for that purpose; and collect and receive all charges, income and Available Funds of the same and of every part thereof, and, after deducting therefrom all expenses incurred hereunder, all other proper outlays herein authorized, and all payments which may be made as just and reasonable compensation for its own services and for the services of its attorneys, agents, and assistants, the Trustee shall apply the rest and residue of the money received by the Trustee as follows:

FIRST, to the Department, any Department SAP Rebate Interest Amount and Monthly Consolidation Rebate Fee due and owing thereto, to any Guaranty Agency amounts due and owing to such Guaranty Agency, and to make any payments required to be made to the appropriate Person, amounts deposited in the Collection Fund which represent amounts that are allocable to Eligible Loans which are not pledged as part of the Trust Estate hereunder;

SECOND, to the Trustee any Trustee Fee and any costs and out-of-pocket expenses of the Trustee due and owing, including, without limitation, the fees and expenses of its counsel;

THIRD, to (a) the Servicer, any Servicing Fee due and remaining unpaid, (b) the Corporation, any Administration Fee due and remaining unpaid; and (c) the Persons due any Program Fees, any remaining unpaid Program Fees;

FOURTH, to the respective Noteholders for amounts due and unpaid on each of the Notes for interest, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for such interest;

FIFTH, to the respective Noteholders for amounts due and unpaid on the Notes for principal, ratably, without preference or priority of any kind, according to the amounts due and payable on the Notes for principal until paid in full; and

SIXTH, to the Corporation, but only after all payments have been made pursuant to this Indenture.

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

Section 6.03 Remedies on Default; Advice of Counsel. Upon the happening of any Event of Default, the Trustee may proceed to protect and enforce the rights of the Trustee and the Registered Owners in such manner as counsel for the Trustee may advise, whether for the specific performance of any covenant, condition, agreement or undertaking herein contained; in aid of the execution of any power herein granted; or for

the enforcement of such other appropriate legal or equitable remedies as, in the opinion of such counsel, may be more effectual to protect and enforce the rights aforesaid.

Section 6.04 Remedies on Default; Sale of Trust Estate. Upon the happening of any Event of Default and if the principal of all of the Outstanding Notes shall have been declared due and payable, then and in every such case, and irrespective of whether other remedies authorized shall have been pursued in whole or in part, the Trustee may, and if directed by the Registered Owners representing not less than a majority in aggregate principal amount of the Outstanding Notes shall, sell, with or without entry, to the highest bidder the Trust Estate, and all right, title, interest, claim and demand thereto and the right of redemption thereof, at any such place or places, and at such time or times and upon such notice and terms as may be required by law. Upon such sale, the Trustee may make and deliver to the purchaser or purchasers a good and sufficient assignment or conveyance for the same, which sale shall be a perpetual bar both at law and in equity against the Corporation and all Persons claiming such properties. No purchaser at any sale shall be bound to see to the application of the purchase money or to inquire as to the authorization, necessity, expediency or regularity of any such sale. Upon the occurrence of an Event of Default, the Trustee is hereby irrevocably appointed the true and lawful attorney in fact of the Corporation, in its name and stead, to make and execute all bills of sale, instruments of assignment and transfer and such other documents of transfer as may be necessary or advisable in connection with a sale of all or part of the Trust Estate, but the Corporation, if so requested by the Trustee or the Registered Owners representing not less than a majority in aggregate principal amount of the Outstanding Notes, shall ratify and confirm any sale or sales by executing and delivering to the Trustee or to such purchaser or purchasers all such instruments as may be necessary or reasonably required for the purpose which may be designated in such request. In addition, the Trustee may proceed to protect and enforce the rights of the Trustee and the Registered Owners of the Notes in such manner as counsel for the Trustee may advise, whether for the specific performance of any covenant, condition, agreement or undertaking herein contained; in aid of the execution of any power herein granted; or for the enforcement of such other appropriate legal or equitable remedies as may, in the opinion of such counsel, be more effectual to protect and enforce the rights aforesaid. The Trustee shall take any such action or actions if requested to do so in writing by the Registered Owners of at least a majority of the principal amount of the Notes at the time Outstanding.

Notwithstanding the foregoing, the Trustee is prohibited from selling the Financed Eligible Loans following an Event of Default (whether or not the principal of all Outstanding Notes shall have been declared due and payable), other than a default in the payment of any principal or interest on any Note, unless:

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

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

Section 6.05 Appointment of Receiver. In case an Event of Default occurs, and if all of the Outstanding Notes shall have been declared due and payable and in case any judicial proceedings are commenced to enforce any right of the Trustee or of the Registered Owners under this Indenture or otherwise, then, as a matter of right, the Trustee shall be entitled to the appointment of a receiver of the Trust Estate and of the earnings, income or revenue, rents, issues and profits thereof with such powers as the court making such appointments may confer.

Section 6.06 Restoration of Position. In case the Trustee shall have proceeded to enforce any rights under this Indenture by sale or otherwise and such proceedings shall have been discontinued or shall have been determined adversely to the Trustee, then, and in every such case to the extent not inconsistent with such adverse decree, the Corporation, the Trustee and the Registered Owners shall be restored to their former respective positions and the rights hereunder in respect to the Trust Estate, and all rights, remedies and powers of the Trustee and of the Registered Owners shall continue as though no such proceeding had been taken.

Section 6.07 Application of Sale Proceeds. The proceeds of any sale of the Trust Estate, together with any funds at the time held by the Trustee and not otherwise appropriated, shall be applied by the Trustee as set forth in Section 6.02 hereof and then to the Corporation.

Section 6.08 Acceleration of Maturity; Rescission and Annulment. If an Event of Default should occur and be continuing, then, and in every such case, the Trustee (except with respect to an Event of Default under Section 6.01(c) hereof) may, or the Registered Owners of Notes representing not less than a majority in aggregate principal amount of the Outstanding Notes may, declare all the Outstanding Notes to be immediately due and payable, by a notice in writing to the Corporation (and to the Trustee if given by the Registered Owners), and upon any such declaration, the unpaid principal amount of such Outstanding Notes, together with accrued and unpaid interest thereon through the date of acceleration, shall become immediately due and payable, subject, however, to Section 6.04 hereof.

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

(a) the Corporation has paid or deposited with the Trustee a sum sufficient to pay:

(i) all payments of principal of and interest on all Notes and all other amounts that would then be due hereunder or upon such Notes if the Event of Default giving rise to such acceleration had not occurred; and

(ii) all sums paid or advanced by the Trustee hereunder and the reasonable compensation, expenses, disbursements and advances of the Trustee, any Servicer and their agents and counsel; and

(b) all Events of Default, other than the nonpayment of the principal of the Notes that has become due solely by such acceleration, have been cured or waived as provided in Section 6.14 hereof.

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

Section 6.09 Remedies Not Exclusive. The remedies herein conferred upon or reserved to the Trustee or the Registered Owners of Notes are not intended to be exclusive of any other remedy, but each remedy herein provided shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, and every power and remedy hereby given to the Trustee or to the Registered Owners of Notes, or any supplement hereto, may be exercised from time to time as often as may be deemed expedient. No delay or omission of the Trustee or of any Registered Owner of Notes to exercise any power or right arising from any default hereunder shall impair any such right or power or shall be construed to be a waiver of any such default or to be acquiescence therein.

Section 6.10 Collection of Indebtedness and Suits for Enforcement by Trustee. The Corporation covenants that if:

(a) default is made in the payment of any installment of interest, if any, on any Notes when such interest becomes due and payable and such default continues for a period of five (5) days; or

(b) default is made in the payment of the principal of any Notes at their Note Final Maturity Date,

then the Corporation will, upon demand of the Trustee, but solely from the Trust Estate per Section 9.13 hereof, pay to the Trustee, for the benefit of the Registered Owners, the whole amount then due and payable on such Notes for principal and interest, with interest upon any overdue principal and, to the extent that payment of such interest shall be legally enforceable, upon any overdue installments of interest, if any, at the rate or rates borne by or provided for in such Notes, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the reasonable compensation, fees, expenses, disbursements and advances of the Trustee and its agents and counsel.

Subject to Section 9.13 hereof, if the Corporation fails to pay such amounts forthwith upon such demand, the Trustee, in its own name may upon receiving indemnification satisfactory to the Trustee institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree, and may enforce the same against the Corporation or any other obligor upon such Notes and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Corporation, but solely from the Trust Estate, or any other obligor upon such Notes, wherever situated.

If an Event of Default with respect to the Notes occurs and is continuing, the Trustee may, after being indemnified to its satisfaction and in its discretion, proceed to protect and enforce its rights and the rights of the Registered Owners of Notes by such appropriate judicial proceedings as the Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

Section 6.11 Direction of Trustee. Upon the happening of any Event of Default, the Registered Owners of a majority in aggregate principal amount of the Notes then Outstanding, shall have the right by an instrument or instruments in writing delivered to the Trustee to direct and control the Trustee as to the method of taking any and all proceedings for any sale of any or all of the Trust Estate, or for the appointment of a receiver, if permitted by law, and may at any time cause any proceedings authorized by the terms hereof to be so taken or to be discontinued or delayed. The provisions of this Section shall be expressly subject to the provisions of Sections 7.01(c), 7.05 and 7.07 hereof.

Section 6.12 Right to Enforce in Trustee. No Registered Owner of any Note shall have any right as such Registered Owner to institute any suit, action or proceedings for the enforcement of the provisions of this Indenture or for the execution of any trust hereunder or for the appointment of a receiver or for any other remedy hereunder, all rights of action hereunder being vested exclusively in the Trustee, unless and until such Registered Owner shall have previously given to the Trustee written notice of a default hereunder, and of the continuance thereof, and also unless the Registered Owners of the requisite principal amount of the Notes then Outstanding shall have made written request upon the Trustee and the Trustee shall have been afforded reasonable opportunity to institute such action, suit or proceeding in its own name, and unless the Trustee shall have been offered indemnity and security satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby, which offer of indemnity shall be an express condition precedent hereunder to any obligation of the Trustee to take any such action hereunder, and the Trustee for 30 days after receipt of such notification, request and offer of indemnity, shall have failed to institute any such action, suit or proceeding. It is understood and intended that no one or more Registered Owners of the Notes shall have the right in any manner whatever by his or their action to affect, disturb or prejudice the lien of this Indenture or to enforce any right hereunder except in the manner herein

provided and for the equal benefit of the Registered Owners of not less than a majority of the collective aggregate principal amount of the Notes then Outstanding.

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

Section 6.14 Waivers of Events of Default. The Trustee shall waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of Notes, upon the written request of the Registered Owners of at least a majority in aggregate principal amount of the Notes then Outstanding; provided, however, that there shall not be waived (a) any Event of Default in the payment of the principal of any Outstanding Notes at the date of maturity thereof, or any default in the payment when due of the interest on any such Notes, unless prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal and all expenses of the Trustee, in connection with such default shall have been paid or provided for; or (b) any default in the payment of amounts set forth in Sections 7.05 and 7.07 hereof. In case of any such waiver or rescission, or in case any proceedings taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely to the Trustee, then and in every such case the Corporation, the Trustee and the Registered Owners of Notes shall be restored to their former positions and rights hereunder respectively, but no such waiver or rescission shall extend to or affect any subsequent or other default, or impair any rights or remedies consequent thereon. The Trustee shall give written notice to each Rating Agency of any waiver of an Event of Default pursuant to this Section.

ARTICLE VII

THE TRUSTEE

Section 7.01 Acceptance of Trust. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts, but only upon and subject to the following terms and conditions:

(a) Except during the continuance of an Event of Default,

(i) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against the Trustee; and

(ii) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provisions hereof are specifically required to be furnished to the Trustee, the Trustee shall be under a duty to examine the same to determine whether or not they conform as to form with the requirements of this Indenture and whether or not they contain the statements required under this Indenture.

(b) In case an Event of Default has occurred and is continuing, the Trustee, in exercising the rights and powers vested in it by this Indenture, shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) Before taking any action hereunder requested by Registered Owners, the Trustee may require that it be furnished an indemnity note or other indemnity and security satisfactory to it by the Registered Owners, as applicable, for the reimbursement of all expenses to which it may be put and to protect it against all liability.

(d) The permissive right of the Trustee to take actions permitted by, or do things enumerated in, this Indenture shall not be construed as an obligation or duty.

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

Section 7.03 As to Filing of Indenture. The Trustee shall be under no duty (a) to file or record, or cause to be filed or recorded, this Indenture or any instrument supplemental hereto, (b) to procure any further order or additional instruments of further assurance, (c) to see to the delivery to it of any personal property intended to be mortgaged or pledged hereunder or thereunder, (d) to do any act which may be suitable to be done for the better maintenance of the lien or security hereof, or (e) to give notice of the existence of such lien, or for extending or supplementing the same or to see that any rights to the Trust Estate and Funds intended now or hereafter to be transferred in trust hereunder are subject to the lien hereof. The Trustee shall not be liable for failure of the Corporation to pay any tax or taxes in respect of such property, or any part thereof, or the income therefrom or otherwise, nor shall the Trustee be under any duty in respect of any tax which may be assessed against it or the Registered Owners in respect of such property or pledged to the Trust Estate.

Section 7.04 Trustee May Act Through Agents. The Trustee may execute any of the trusts or powers hereof and perform any duty hereunder, either itself or by or through its attorneys, agents or employees, provided that the Trustee shall not be responsible for the misconduct or negligence of any agent appointed with due care. All reasonable costs incurred by the Trustee and all reasonable compensation to all such persons as may reasonably be employed in connection with the trusts hereof shall be paid by the Corporation.

Section 7.05 Indemnification of Trustee. Other than with respect to its duties to make payment on the Notes when due and its duty to pursue the remedy of acceleration as provided respectively in Section 6.02 and Section 6.08 hereof, for each of which no additional security or indemnity may be required, the Trustee shall be under no obligation or duty to perform any act at the request of Registered Owners or to institute or defend any suit in respect thereof unless properly indemnified and provided with security to its satisfaction as provided in Section 7.01(c) hereof. The Trustee shall not be required to take notice, or be deemed to have knowledge, of any default or Event of Default of the Corporation hereunder and may conclusively assume that there has been no such default or Event of Default (other than an Event of Default described in Section 6.01(a) or (b) hereof) unless and until it shall have been specifically notified in writing at the address in Section 9.01 hereof of such default or Event of Default by (a) the Registered Owners of the required percentages in principal amount of the Notes then Outstanding hereinabove specified or (b) an Authorized Representative. However, the Trustee may begin suit, or appear in and defend suit, execute any of the trusts hereby created, enforce any of its rights or powers hereunder, or do anything else in its judgment proper to be done by it as Trustee, without assurance of reimbursement or indemnity, and in such case the Trustee shall be reimbursed or indemnified by the Registered Owners requesting such action, if any, or the Corporation in all other cases, for all reasonable and documented fees and expenses, liabilities, outlays and counsel fees and other reasonable disbursements properly incurred in connection therewith, unless such reasonable and documented fees, expenses, liabilities, outlays and attorneys' fees and other reasonable disbursements properly incurred in connection therewith are adjudicated to have resulted from the negligence or willful misconduct of the Trustee. In furtherance and not in limitation of this Section, the Trustee shall not be liable for, and shall be held harmless by the

Corporation from, following any Corporation Orders, instructions or other directions upon which the Trustee is authorized to rely pursuant to this Indenture. None of the provisions contained in this Indenture or any other agreement to which it is a party shall require the Trustee to act or to expend or risk its own funds or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if the Registered Owners shall not have offered security and indemnity acceptable to it or if it shall have reasonable grounds for believing that prompt repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Corporation agrees to indemnify the Trustee for, and to hold it harmless against, any loss, liability or reasonable expenses incurred without negligence or bad faith on its part, arising out of or in connection with the acceptance or administration of the trust or trusts hereunder, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties hereunder arising from the Trust Estate or the exercise of its rights. The Corporation agrees to indemnify and hold harmless the Trustee against any and all claims, demands, suits, actions or other proceedings and all liabilities, costs and expenses whatsoever caused by any untrue statement or misleading statement or alleged untrue statement or alleged misleading statement of a material fact contained in any offering document distributed in connection with the issuance of the Notes or caused by any omission or alleged omission from such offering document of any material fact required to be stated therein or necessary in order to make the statements made therein in the light of the circumstances under which they were made, not misleading.

Section 7.06 Trustee's Right to Reliance. The Trustee shall be protected in acting upon any notice, resolution, request, consent, order, instruction, direction, certificate, report, appraisal, opinion, or document of the Corporation or a Servicer or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with experts and with counsel (who may but need not be counsel for the Corporation or for the Trustee) and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered, and in respect of any determination made by it hereunder in good faith and in accordance with the opinion of such counsel.

Whenever in the administration hereof the Trustee shall reasonably deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, rely upon a certificate signed by an Authorized Representative or an authorized officer of a Servicer.

The Trustee shall not be liable for any action taken, suffered or omitted by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it hereby; provided, however, that the Trustee shall be liable for its negligence or willful misconduct in taking such action.

The Trustee is authorized to enter into agreements with other Persons, in its capacity as Trustee, in order to carry out or implement the terms and provisions of this Indenture. The Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken in good faith in accordance with this Indenture or any other transaction document or at the direction of the Registered Owners evidencing the appropriate percentage of the aggregate principal amount of the Outstanding Notes relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture or any other transaction document.

Section 7.07 Compensation of Trustee. The Trustee shall be entitled to its Trustee Fee (which shall be applicable so long as the Notes are outstanding) in connection with the services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties of the Trustee hereunder or under any Basic Document to the extent money is available therefore, in accordance with Section 5.04 hereof, exclusive of Extraordinary Services. The Trustee shall be entitled to Extraordinary Trustee Fees and Expenses in connection with any Extraordinary Services performed consistent with the duties hereunder or under any of the Basic Documents which Extraordinary Trustee Fees and Expenses shall be paid as provided in Section 5.04(b)(iii)(z) and (c)(viii) and shall not be a part of the Trustee Fees or Program Fees. If any property, other than cash, shall at any time be held by the Trustee subject to this Indenture, or any supplemental indenture, as security for the Notes, the Trustee, if and to the extent authorized by a receivership, bankruptcy, or other court of competent jurisdiction or by the instrument subjecting such property to the provisions of this Indenture as such security for the Notes, shall be entitled to make advances for the purpose of preserving such property or of discharging tax liens or other liens or encumbrances thereon. Payment to the Trustee for its services and reimbursement to the Trustee for its expenses, disbursements, liabilities and advances, shall be limited to the sources described in Section 5.04 hereof and this Section. In the event a successor Trustee is appointed hereunder, a Trustee Fee shall be agreed upon prior to the Trustee's succession and shall be applicable so long as the Notes are Outstanding; provided, however, the successor Trustee may not materially increase the Trustee Fee upon its appointment without a Rating Agency Condition and prior written notice to S&P at least 45 days prior to any appointment that would result in an increased fee.

Section 7.08 Resignation of Trustee. The Trustee and any successor to the Trustee may resign and be discharged from the trust created by this Indenture by giving to the Corporation notice in writing which notice shall specify the date on which such resignation is to take effect; provided, however, that such resignation shall only take effect on the day specified in such notice if a successor Trustee shall have been appointed pursuant to Section 7.10 hereof (and is qualified to be the Trustee under the requirements of Section 7.10 hereof). If no successor Trustee has been appointed by the date specified or within a period of 60 days from the receipt of the notice by the Corporation, whichever period is the longer, the Trustee may (a) appoint a temporary successor Trustee having the qualifications provided in Section 7.10 hereof or (b) request a court of competent jurisdiction to (i) require the Corporation to appoint a successor, as provided in Section 7.10 hereof, or (ii) appoint a Trustee having the qualifications provided in Section 7.10

hereof. In no event may the resignation of the Trustee be effective until a qualified successor Trustee shall have been selected and appointed. In the event a temporary successor Trustee is appointed pursuant to clause (a) above, the Corporation may remove such temporary successor Trustee and appoint a successor thereto pursuant to Section 7.10 hereof.

Section 7.09 Removal of Trustee. The Trustee or any successor Trustee may be removed at any time (a) by the Corporation for cause or upon the sale or other disposition of the Trustee or its trust functions or (b) by the Corporation without cause so long as no Event of Default exists or has existed within the last 30 days, upon payment to the Trustee so removed of all money then due to it hereunder and appointment of a successor thereto by the Corporation and acceptance thereof by said successor.

In the event a Trustee (or successor Trustee) is removed by any Person or for any reason permitted hereunder, such removal shall not become effective until the Corporation shall have appointed a successor and the successor Trustee has accepted appointment as such.

One copy of any such order of removal shall be filed with the Corporation and the other with the Trustee so removed.

Section 7.10 Successor Trustee. In case at any time the Trustee or any successor Trustee shall resign, be dissolved, or be removed pursuant to Section 7.09 hereof or otherwise shall be disqualified to act or be incapable of acting, or in case control of the Trustee or of any successor Trustee or of its officers shall be taken over by any public officer or officers, a successor Trustee may be appointed by the Corporation by an instrument in writing duly authorized by the Corporation. In the case of any such appointment by the Corporation of a successor to the Trustee, the Corporation shall forthwith cause notice thereof to be mailed to the Registered Owners of the Notes at the address of each Registered Owner appearing on the note registration books maintained by the Trustee, as registrar.

Every successor Trustee appointed by the Registered Owners, by a court of competent jurisdiction, or by the Corporation shall be a bank or trust company in good standing, organized and doing business under the laws of the United States or of a state therein, which has a reported capital and surplus of not less than \$50,000,000, be authorized under the law to exercise corporate trust powers in the State of Alaska, be subject to supervision or examination by a federal or state authority, and be an Eligible Lender so long as such designation is necessary to maintain guarantees and federal benefits under the Higher Education Act with respect to the Financed Eligible Loans.

Section 7.11 Manner of Vesting Title in Trustee. Any successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Corporation, an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act, deed or conveyance shall become fully vested with all the estate, properties, rights, powers, trusts, duties and obligations of its predecessors in trust hereunder (except that the predecessor Trustee

shall continue to have the benefits to indemnification hereunder together with the successor Trustee), with like effect as if originally named as Trustee herein; but, the Trustee ceasing to act shall nevertheless, on the written request of an Authorized Representative, or an authorized officer of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the Trustee which it succeeds, in and to the Trust Estate and such rights, powers, trusts, duties and obligations, and the Trustee ceasing to act also, upon like request, shall pay over, assign and deliver to the successor Trustee any money or other property or rights subject to the lien of this Indenture, including any pledged securities which may then be in its possession. Should any deed or instrument in writing from the Corporation be required by the successor Trustee for more fully and certainly vesting in and confirming to such new Trustee such estate, properties, rights, powers and duties, any and all such deeds and instruments in writing shall on request be executed, acknowledged and delivered by the Corporation.

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

Section 7.12 Right of Inspection. A Registered Owner shall be permitted at reasonable times during regular business hours and in accordance with reasonable regulations prescribed by the Trustee to examine at the Principal Office of the Trustee a copy of any report or instrument theretofore filed with the Trustee relating to the condition of the Trust Estate.

Section 7.13 Limitation with Respect to Examination of Reports. Except as provided in this Indenture, the Trustee shall be under no duty to examine any report or statement or other document required or permitted to be filed with it by the Corporation.

Section 7.14 Additional Covenants of Trustee. The Trustee, by the execution hereof, covenants, represents and agrees that:

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

(b) it will comply with the Higher Education Act and the Regulations and will, upon written notice from an Authorized Representative, the Secretary or a Guaranty Agency, use its reasonable efforts to cause this Indenture to be amended (in accordance with Section 8.01 hereof) if the Higher Education Act or Regulations are hereafter amended so as to be contrary to the terms of this Indenture.

Section 7.15 Notices to Rating Agencies. It shall be the duty of the Trustee to notify each Rating Agency then rating any of the Notes of (a) any amendment, change, expiration, extension or renewal of this Indenture, (b) redemption pursuant to Section 5.04(d) hereof, defeasance, or acceleration of any of the Notes, (c) any Event of Default, (d) any change in the Trustee, (e) the sale of Financed Eligible Loans, or (f) any other information (not provided or otherwise required to be kept private) within its knowledge reasonably required to be reported to each Rating Agency under any Supplemental Indenture; provided, however, the provisions of this Section do not apply when such documents have been previously supplied to such Rating Agency and the Trustee has received written evidence to such effect, all as required by this Indenture. It shall be the duty of the Corporation to notify S&P (and any other Rating Agency then rating the Notes that has provided notification that it will no longer provide rating confirmations or notifications for proposed actions, failures to act or other events in student loan financing transactions) of any request made for a Rating Agency Condition to the other Rating Agencies on or about the time that such request is made. All notices required to be forwarded to the Rating Agencies under this Section shall be sent in writing at the following addresses:

Via electronic delivery to: notifications.abs@fitchratings.com
For any information not available in electronic format:
Fitch Ratings
One State Street Plaza
New York, New York 10004
Attention: ABS Surveillance

Via electronic delivery to Servicer_reports@sandp.com
For any information not available in electronic format:
Standard & Poor's Ratings Services
a Division of the McGraw Hill Companies, Inc.
55 Water Street, 42nd Floor
New York, New York 10041 0003
Attention: ABS Surveillance Group

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

Section 7.16 Merger of the Trustee. Any corporation into which the Trustee is converted or may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation to which the Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of the Trustee (including this transaction), shall be the successor of the Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Indenture, without the execution or filing of any paper or any further act on the part of any other parties hereto. The Trustee shall promptly notify the Corporation in writing of any merger or consolidation as described in this Section.

Section 7.17 Survival of Trustee's Rights to Receive Compensation, Reimbursement and Indemnification. The Trustee's rights to receive compensation, reimbursement and indemnification of money due and owing hereunder at the time of the Trustee's resignation or removal shall survive the Trustee's resignation or removal, payment of the Notes and satisfaction and discharge, or other termination of this Indenture.

Section 7.18 Trustee Eligibility. There shall at all times be a Trustee hereunder which shall have a combined capital and surplus of at least \$50,000,000 and be authorized to exercise trust powers in the State of Alaska. If such Trustee publishes reports of condition at least annually, pursuant to law or the requirements of a federal, state, territorial or District of Columbia supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such Trustee shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time the Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign promptly in the manner and with the effect specified in Section 7.08 hereof. Neither the Corporation nor any Person directly or indirectly controlling or controlled by, or under common control with, the Corporation shall serve as Trustee.

Section 7.19 Trustee May File Proofs of Claim. In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Corporation, the Trustee (irrespective of whether the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand on the Corporation for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

(a) to file and prove a claim for the whole amount, or such lesser amount as may be provided for in the Notes, of principal and interest, if any, owing and unpaid in respect of the Notes and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable fees, compensation, expenses, disbursements and advances of the Trustee and its agents and counsel) and of the Registered Owners allowed in such judicial proceeding; and

(b) to collect and receive any money or other property payable or deliverable on any such claims and to distribute the same; and any custodian, receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is hereby authorized by each Registered Owner of Notes to make such payments to the Trustee, and if the Trustee shall consent to the making of such payments directly to the Registered Owners, to pay to the Trustee any amount due to it for the reasonable fees, compensation, expenses, disbursements and advances of the Trustee and any predecessor Trustee, their agents and counsel, and any other amounts due the Trustee or any predecessor Trustee.

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

In any proceedings brought by the Trustee (and also any proceedings involving the interpretation of any provision of this Indenture to which the Trustee shall be a party), the Trustee shall be held to represent all the Registered Owners of the Notes, and it shall not be necessary to make any Registered Owners of the Notes parties to any such proceedings.

Section 7.20 No Petition. The Trustee will not at any time institute against the Corporation any bankruptcy proceeding under any United States federal or state bankruptcy or similar law in connection with any obligations of the Corporation under this Indenture.

Section 7.21 Force Majeure. Notwithstanding any provision herein to the contrary, in no event shall the Trustee be liable for any failure or delay in the performance of its obligations under this Indenture because of circumstances beyond its control, including, but not limited to, acts of God, flood, war (whether declared or undeclared), terrorism, fire, riot, strikes or work stoppages for any reason, embargo, government action, including any laws, ordinances, regulations or the like which restrict or prohibit the providing of the services contemplated by this Indenture, inability to obtain material, equipment or communications or computer facilities, or the failure of equipment or interruption of communications or computer facilities, and other causes beyond its control whether or not of the same class or kind as specifically named above, but only where a substantial and material part of the Trustee's operations are affected by such event.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

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

(a) to cure any ambiguity, inconsistency or formal defect or omission in this Indenture;

(b) to grant to or confer upon the Trustee for the benefit of the Registered Owners any additional benefits, rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Registered Owners or the Trustee;

(c) to subject to this Indenture additional revenues, properties or collateral;

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

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

(f) to add such provisions to or to amend such provisions of this Indenture as may be necessary or desirable to assure implementation of the Program in conformance with the Higher Education Act if along with such Supplemental Indenture there is filed a counsel's opinion addressed to the Corporation and the Trustee to the effect that the addition or amendment of such provisions will not materially impair the existing security of the Registered Owners of any Outstanding Notes;

(g) to make any change as shall be necessary in order to obtain and maintain for any of the Notes an investment grade Rating from a nationally recognized rating service, if along with such Supplemental Indenture there is filed a counsel's opinion addressed to the Corporation and the Trustee to the effect that such changes will not materially adversely impact the existing security of the Registered Owners of any Outstanding Notes;

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

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

(j) to amend this Indenture to provide for use of a surety note or other financial guaranty instrument in lieu of cash and/or Investment Securities in all or any portion of the Reserve Fund, so long as such action shall not adversely affect the Ratings of any of the Notes; or

(k) to make any other change (other than changes with respect to any matter requiring a Rating Agency Condition unless such Rating Agency Condition has been delivered to the Trustee and S&P has been given at least 45 days prior written notice of any such change) which is not materially adverse to the Registered Owners of any Notes, if along with such Supplemental Indenture there is filed a counsel's opinion addressed to the Corporation and the Trustee to the effect that such changes will not materially adversely impact the existing security of the Registered Owners of any Outstanding Notes;

provided, however, that nothing in this Section shall permit, or be construed as permitting, any modification of the trusts, powers, rights, duties, remedies, immunities and privileges of the Trustee without the prior written approval of the Trustee, which approval shall be evidenced by execution of a Supplemental Indenture.

Section 8.02 Supplemental Indentures Requiring Consent of Registered Owners. Exclusive of Supplemental Indentures covered by Section 8.01 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Registered Owners of not less than a majority of the collective aggregate principal amount of the Notes then Outstanding shall have the right, from time to time, to consent to and approve the execution by the Corporation and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Corporation and the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any Supplemental Indenture; provided, however, that nothing in this Section shall permit, or be construed as permitting (a) without the consent of the Registered Owners of all then Outstanding Notes (or in the case of clause (ii) below only all affected Notes), (i) an extension of the maturity date of the principal of or the interest on any Note, or (ii) a reduction in the principal amount of any Note or the rate of interest thereon, or (iii) a privilege or priority of any Note or Notes over any other Note or Notes except as otherwise provided herein, or (iv) a reduction in the aggregate principal amount of the Notes required for consent to such Supplemental Indenture, or (v) the creation of any lien other than a lien ratably securing all of the Notes at any time Outstanding hereunder except as otherwise provided herein; or (b) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the prior written approval of the Trustee.

If at any time the Corporation shall request the Trustee to enter into any such Supplemental Indenture for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Indenture to be mailed by registered or certified mail to each Registered Owner of a Note at the address shown on the registration books. Such notice (which shall be prepared by the Corporation) shall briefly set forth the nature of the proposed Supplemental Indenture and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Registered Owners. If, within 60 days, or such longer period as shall be prescribed by the Corporation, following the mailing of such notice, the Registered Owners of not less than the requisite percentage of the collective aggregate principal amount of the Outstanding Notes at the time of the execution of any such Supplemental Indenture shall have consented in writing to and approved the execution thereof as herein provided, no Registered Owner of any Note shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the execution thereof, or to enjoin or restrain the Trustee or the Corporation from executing the same or from taking any action pursuant to the provisions thereof. Upon the execution of any such Supplemental Indenture as in this Section permitted and provided, this Indenture shall be and be deemed to be modified and amended in accordance therewith.

Section 8.03 Additional Limitation on Modification, Amendment or Supplement of Indenture. None of the provisions of this Indenture (including Section 8.01 and Section 8.02 hereof) shall permit an amendment to the provisions of this Indenture which permits the transfer of all or part of the Financed Eligible Loans or the granting of an interest therein to any Person other than an Eligible Lender or a Servicer, unless the Higher Education Act or Regulations are hereafter modified so as to permit the same. The Trustee shall be entitled to receive a Note Counsel's opinion to the effect that an amendment or supplement to this Indenture has been duly and lawfully entered into in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture, and is valid and binding on the Corporation.

ARTICLE IX

GENERAL PROVISIONS

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

The amount of Notes held by any person executing such instrument as a Registered Owner of Notes and the fact, amount and numbers of the Notes held by such person and the date of his holding the same shall be proved by the registration books of the Trustee.

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

If intended for the Corporation:

Alaska Student Loan Corporation
3030 Vintage Boulevard
Juneau, Alaska 99801-7109
Attention: Diane Barrans
Facsimile: 907-465-3293
Email: diane.barrans@alaska.gov

If intended for the Trustee:

Global Corporate Trust Services/PD-WA-T7CT
1420 Fifth Avenue, 7th Floor
Seattle, Washington 98101
Attention: Greg E. Skutnik, Assistant Vice President
Telephone: 206-344-4607
Facsimile: 206-344-4630
Email: greg.skutnik@usbank.com

With a copy to: U.S. Bank National Association

Attention: Lucy Vang, Trust Financial Management – West
Region Analyst
Global Corporate Trust Services
60 Livingston Avenue
Mail Code: EP-MN-WS3T
St. Paul, MN 55107-2292
Telephone: 651-466-6137
Facsimile: 651-466-7416
Email: lucy.vang@usbank.com

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

In respect of this Indenture, the Trustee shall not have any duty or obligation to verify or confirm that the Authorized Representative of the Corporation sending instructions, directions, reports, notices or other communications or information by electronic transmission is, in fact, the Authorized Representative providing such instructions, directions, reports, notices or other communications or information on behalf of the party purporting to send such electronic transmission; and the Trustee shall not have any liability for any losses, liabilities, costs or expenses incurred or sustained by any party as a result of such reliance upon or compliance with such instructions, directions, reports, notices or other communications or information. Each other party agrees to assume all risks arising out of the use of electronic methods to submit instructions, directions, reports, notices or other communications or information, and the risk of interception and misuse by third parties; provided, however, this Section shall not relieve the Trustee of its duty to act with reasonable care.

Section 9.02 Covenants Bind Corporation. The covenants, agreements, conditions, promises, and undertakings in this Indenture shall extend to and be binding upon the successors and assigns of the Corporation, and all of the covenants hereof shall bind such successors and assigns, and each of them, jointly and severally. All the

covenants, conditions and provisions hereof shall be held to be for the sole and exclusive benefit of the parties hereto and their successors and assigns and of the Registered Owners from time to time of the Notes.

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

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

Section 9.04 Severability of Lien. If the lien of this Indenture shall be or shall ever become ineffectual, invalid or unenforceable against any part of the Trust Estate, which is not subject to the lien, because of want of power or title in the Corporation, the inclusion of any such part shall not in any way affect or invalidate the pledge and lien hereof against such part of the Trust Estate as to which the Corporation in fact had the right to pledge.

Section 9.05 Consent of Registered Owners Binds Successors. Any request or consent of the Registered Owners of the Notes given for any of the purposes of this Indenture shall bind all future Registered Owners of the same Note or any Notes issued in exchange therefor or in substitution thereof in respect of anything done or suffered by the Corporation or the Trustee in pursuit of such request or consent.

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

Section 9.07 Nonpresentment of Notes or Interest Checks. Should any of the Notes or interest checks not be presented for payment when due, the Trustee shall retain from any money transferred to it for the purpose of paying the Notes or interest checks so due, for the benefit of the Registered Owners thereof, a sum of money sufficient to pay such Notes or interest checks when the same are presented by the Registered Owners thereof for payment. Such money shall not be required to be invested. All liability of the

Corporation to the Registered Owners of such Notes or interest checks and all rights of such Registered Owners against the Corporation under the Notes or interest checks or under this Indenture shall thereupon cease and determine, and the sole right of such Registered Owners shall thereafter be against such deposit. If any Note or interest check shall not be presented for payment within the period of four years following its payment or redemption date, the Trustee shall, to the extent permitted by law and upon the written request of the Corporation, return to the Corporation the money theretofore held by it for payment of such Note or interest check, and such Note or interest check shall (subject to the defense of any applicable statute of limitation) thereafter be an unsecured obligation of the Corporation. The Trustee's responsibility for any such money shall cease upon remittance thereof to the Corporation.

Section 9.08 Laws Governing. It is the intent of the parties hereto that this Indenture shall in all respects be governed by the laws of the State, without regard to conflict of law principles.

Section 9.09 Severability. If any covenant, agreement, waiver, or part thereof contained in this Indenture shall be forbidden by any pertinent law or under any pertinent law be effective to render this Indenture invalid or unenforceable or to impair the lien hereof, then each such covenant, agreement, waiver, or part thereof shall itself be and is hereby declared to be wholly ineffective, and this Indenture shall be construed as if the same were not included herein.

Section 9.10 Exhibits. The terms of the Exhibits attached to this Indenture are incorporated herein in all particulars.

Section 9.11 Non-Business Days. Except as may otherwise be provided herein, if the date for making payment of any amount hereunder or on any Note, or if the date for taking any action hereunder, is not a Business Day, then such payment can be made without accruing further interest or action can be taken on the next succeeding Business Day, with the same force and effect as if such payment were made when due or action taken on such required date.

Section 9.12 Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any person or entity, other than the Corporation, the Trustee, any paying agent, and the Registered Owners of the Notes, any right, remedy or claim under or by reason of this Indenture or any covenant, condition or stipulation hereof, and all covenants, stipulations, promises and agreements in this Indenture contained by and on behalf of the Corporation shall be for the sole and exclusive benefit of the Trustee, any paying agent, and the Registered Owners of the Notes.

Section 9.13 Special Limited Obligations. The Corporation shall not be obligated to pay the Notes or the interest thereon or any other obligation incurred by the Corporation hereunder, except from the property and income pledged hereunder, and no recourse shall be had for the payment of the principal thereof or interest thereon against the Corporation or any member thereof or against the property or funds of the

Corporation, except to the extent of the property and income pledged expressly thereto. The Notes shall be special, limited obligations of the Corporation, and the principal or redemption price, if any, thereof and the interest thereon shall be payable solely from the Trust Estate. The Notes do not constitute an indebtedness or other liability of the State or any political subdivision of the State other than the Corporation (limited, as provided herein) and neither the faith and credit nor the taxing power of the State or of any political subdivision of the State is directly, indirectly or contingently pledged to the payment of the principal thereof or the interest thereon and the issuance thereof does not directly, indirectly or contingently obligate the State or any political subdivision thereof to apply any money from or levy or pledge any form of taxation whatever to payment of the Notes.

Section 9.14 **Financed Eligible Loans.** The Corporation expects to transfer Eligible Loans to the Trustee, in accordance with this Indenture, which Eligible Loans, upon becoming subject to the lien of this Indenture, constitute Financed Eligible Loans, as defined herein. If for any reason a Financed Eligible Loan does not constitute an Eligible Loan, or ceases to constitute an Eligible Loan, such loan shall continue to be subject to the lien of this Indenture as a Financed Eligible Loan.

Section 9.15 **Counterparts; Electronic Copies.** This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. In addition, any transaction authorized herein or in a Supplemental Indenture may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original, executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 9.16 **Pledge and Agreement of the State.** As authorized by the Act, the following pledge and agreement of the State of Alaska is made:

The State pledges to and agrees with Noteholders that the State will not limit or alter the rights and powers vested in the Corporation under Alaska Statutes, Sections 14.42.100 through 14.42.990, to fulfill the terms of contracts made by the Corporation with the Noteholders or in any way impair the rights and remedies of the Noteholders until the Notes, together with the interest on them with interest on unpaid installments of interest, and all costs and expenses in connection with an action or proceeding by or on behalf of the Noteholders, are fully met and discharged.

ARTICLE X

PAYMENT AND CANCELLATION OF NOTES

AND SATISFACTION OF INDENTURE

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

Section 10.02 Satisfaction of Indenture.

(a) If the Corporation shall pay, or cause to be paid, or there shall otherwise be paid (i) to the Registered Owners of the Notes, the principal of and interest on the Notes, at the times and in the manner stipulated in this Indenture and (ii) to all other Persons, all amounts payable or secured under this Indenture, then the pledge of the Trust Estate and all covenants, agreements and other obligations of the Corporation to the Registered Owners of Notes shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Corporation all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall pay over or deliver all money held by it under this Indenture to the Corporation. If the Corporation shall pay or cause to be paid, or there shall otherwise be paid, to the Registered Owners of any Outstanding Notes the principal of and interest on such Notes and to all other Persons all amounts payable or secured under this Indenture, at the times and in the manner stipulated in this Indenture and such Notes, and such other agreement or instrument payments under which amounts are payable or secured under this Indenture, then such Notes and each such other Person shall cease to be entitled to any lien, benefit or security under this Indenture, and all covenants, agreements and obligations of the Corporation to the Registered Owners thereof and each such other Person shall thereupon cease, terminate and become void and be discharged and satisfied.

(b) Notes or interest installments shall be deemed to have been paid within the meaning of Section 10.02(a) hereof if money for the payment or redemption thereof has been set aside and is being held in trust by the Trustee at the Note Final Maturity Date or earlier redemption date thereof. Any Outstanding Note shall, prior to its Note Final Maturity Date or earlier redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in Section 10.02(a) hereof if (i) such Note is to be redeemed on any date prior to its Note Final Maturity Date and (ii) the Corporation shall have given notice of redemption as provided herein on said date, there shall have been deposited with the Trustee either money (fully insured by the Federal Deposit Insurance Corporation or fully collateralized by Governmental Obligations as defined below) in an amount which shall be sufficient, or Governmental Obligations

(including any Governmental Obligations issued or held in book-entry form on the books of the Department of Treasury of the United States of America) the principal of and the interest on which when due will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, to pay when due the principal of and interest to become due on such Note on and prior to the redemption date or Note Final Maturity Date thereof, as the case may be. Notwithstanding anything herein to the contrary, however, no such deposit shall have the effect specified in this Section 10.02(b) (A) if made during the existence of an Event of Default, unless made with respect to all of the Notes then Outstanding and (B) unless on the date of such deposit the interest rate on the Notes, to the date of any final payment or redemption shall be known and to the extent the defeasance is dependent upon interest earnings on Governmental Obligations there shall be provided to the Trustee a report of an Independent firm of nationally recognized certified public accountants verifying the sufficiency of the escrow established to pay in full the Outstanding Notes to be redeemed or to be deemed paid pursuant to this Section 10.02(b). Neither Governmental Obligations nor money deposited with the Trustee pursuant to this Section 10.02(b) nor principal or interest payments on any such Governmental Obligations shall be withdrawn or used for any purpose other than, and shall be held irrevocably in trust in an escrow account for, the payment of the principal of and interest on such Notes. Any cash received from such principal of and interest on such Governmental Obligations deposited with the Trustee, if not needed for such purpose, shall, to the extent practicable, be reinvested in Governmental Obligations maturing at times and in amounts sufficient to pay when due the principal of and interest on such Notes on and prior to such redemption date or Note Final Maturity Date thereof, as the case may be, and interest earned from such reinvestments shall be paid over to the Corporation, as received by the Trustee, free and clear of any trust, lien or pledge. Any payment for Governmental Obligations purchased for the purpose of reinvesting cash as aforesaid shall be made only against delivery of such Governmental Obligations. For the purposes of this Section, "Governmental Obligations" shall mean and include only non-callable obligations described in clause (a) of the definition of the Investment Securities herein (including interest or principal portions thereof), and such Governmental Obligations shall be of such amounts, maturities and interest payment dates and bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to make the payments required herein, and which obligations have been deposited in an escrow account which is irrevocably pledged as security for the Notes. Such term shall not include mutual funds and unit investment trusts.

Section 10.03 Optional Release of All Financed Eligible Loans. The Corporation shall certify to and notify the Trustee in writing, within 15 days after the last Business Day of each Collection Period in which the then outstanding Pool Balance is 12% or less of the Initial Pool Balance, of the percentage that the then outstanding Pool Balance bears to the Initial Pool Balance. The Corporation shall have the option to release all of the Financed Eligible Loans from the lien of this Indenture on the Monthly Distribution Date

next succeeding the last day of the Collection Period on which the then outstanding Pool Balance is 10% or less of the Initial Pool Balance and on each Monthly Distribution Date thereafter (each an "Optional Release Date"). To exercise the option described in this Section, the Corporation shall deposit in the Collection Fund on or before the Optional Release Date, an amount that is sufficient to redeem all of the Notes, and pay any due and owing Administration Fees, Servicing Fees, Program Fees and Trustee Fees attributable to the Notes, as well as any other expenses that may be due at the time or following the payment of the Notes less any amounts on deposit in the Funds and Accounts. Upon exercise of the option to release all of the Financed Eligible Loans pursuant to this Section, the same shall be released from the lien of this Indenture.

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

IN WITNESS WHEREOF, the Corporation has caused this Indenture to be executed in its corporate name and behalf by an Authorized Representative, and the Trustee, to evidence its acceptance of the trusts hereby created, has caused this Indenture to be executed in its corporate name and behalf, all in multiple counterparts, each of which shall be deemed an original, and the Corporation and the Trustee have caused this Indenture to be dated as of the date herein above first shown.

ALASKA STUDENT LOAN
CORPORATION

By: 
Executive Officer

ATTEST:

By: 
Authorized Officer

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: 
Title: ASSISTANT VICE PRESIDENT

EXHIBIT A

FORM OF SERIES 2013A NOTE

EXCEPT AS OTHERWISE PROVIDED IN THE INDENTURE, SO LONG AS THIS GLOBAL NOTE IS HELD BY A SECURITIES DEPOSITORY OR ITS NOMINEE, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (AS DEFINED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

THE PRINCIPAL OF THIS NOTE IS PAYABLE AS SET FORTH HEREIN. ACCORDINGLY, THE OUTSTANDING PRINCIPAL AMOUNT OF THIS NOTE AT ANY TIME MAY BE LESS THAN THE AMOUNT SHOWN ON THE FACE HEREOF. THIS NOTE IS NOT GUARANTEED OR INSURED BY ANY GOVERNMENTAL AGENCY.

ALASKA STUDENT LOAN CORPORATION
TAXABLE EDUCATION LOAN BACKED NOTES
SERIES 2013A

REGISTERED NO. R-1

REGISTERED \$

Date of Issuance	Maturity Date	CUSIP No.	ISIN No.
March 28, 2013	August 25, 2031 Monthly Distribution Date	011855 CM3	US 011855 CM39

REGISTERED OWNER:

PRINCIPAL SUM: AND NO/100 DOLLARS*****

The Alaska Student Loan Corporation, a public corporation and government instrumentality created and existing under the laws of the State of Alaska (together with its successors, the "Corporation"), for value received, hereby promises to pay to the Registered Owner, or registered assigns, on each Monthly Distribution Date the amounts as provided in the Indenture with respect to each Monthly Distribution Date, as more fully described in the Indenture of Trust dated as of March 1, 2013 between the Corporation and U.S. Bank National Association (the "Indenture"); provided, however, that the entire unpaid principal amount of this Note shall be due and payable on the Maturity Date specified above (the "Maturity Date"). Capitalized terms used but not defined herein are defined in Article I of the Indenture, which also contains rules as to usage that shall be applicable herein.

The Corporation shall pay interest on this Note at the rate per annum equal to the Note Rate (as defined herein), on each Monthly Distribution Date until the principal of this Note is paid or made available for payment, on the principal amount of this Note outstanding on the preceding Monthly Distribution Date or the Date of Issuance in the case of the first Monthly Distribution Date (after giving effect to all payments of principal made on the preceding Monthly Distribution Date), subject to certain limitations contained in the Indenture. Interest on this Note shall accrue from and including the preceding Monthly Distribution Date (or, in the case of the first Interest Accrual Period, the Date of Issuance) to but excluding the following Monthly Distribution Date (each an "Interest Accrual Period"). Interest shall be calculated on the basis of the actual number of days elapsed in each Interest Accrual Period divided by 360 and rounding the resultant figure to the fifth decimal point. Such principal of and interest on this Note shall be paid in the manner specified herein.

The principal of and interest on this Note are payable in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. All payments made by the Corporation with respect to this Note shall be applied first to interest due and payable on this Note as provided above and then to the unpaid principal of this Note.

This Note is one of a duly authorized issue of Notes of the Corporation, designated as its Taxable Education Loan Backed Notes, Series 2013A (the "Notes"), dated the Date of Issuance, in the aggregate original principal amount of \$144,730,000 have been authorized by the Corporation by a resolution adopted on March 5, 2013, for the purpose of refinancing student loans. The Notes are issued under and secured by the Indenture, to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights and obligations thereunder of the Corporation, the Trustee and the Registered Owners. The Notes are subject to all terms of the Indenture.

THIS NOTE, TOGETHER WITH INTEREST HEREON, IS NOT A GENERAL OBLIGATION OF THE CORPORATION BUT IS A SPECIAL LIMITED OBLIGATION AND IS PAYABLE SOLELY FROM THE TRUST ESTATE (AS DEFINED IN THE INDENTURE). NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF ALASKA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THIS NOTE. THE NOTES SHALL NOT BE A DEBT OF THE STATE OF ALASKA OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE STATE OF ALASKA NOR ANY POLITICAL SUBDIVISION THEREOF (OTHER THAN THE CORPORATION) SHALL BE LIABLE THEREON, AND IN NO EVENT SHALL THE NOTES BE PAYABLE OUT OF ANY FUNDS OR PROPERTIES OTHER THAN FROM THE SOURCES AS HEREIN PROVIDED. THE CORPORATION HAS NO TAXING POWER.

Principal of the Notes shall be payable on a pro rata basis on each Monthly Distribution Date in the amount provided in the Indenture. "Monthly Distribution Date"

means the twenty-fifth (25th) day of each calendar month or if any such date is not a Business Day, the immediately succeeding Business Day, commencing May 28, 2013.

The entire unpaid principal amount of this Note shall be due and payable on the Maturity Date. Notwithstanding the foregoing, the entire unpaid principal amount of the Notes shall be due and payable on the date on which (a) an Event of Default shall have occurred and be continuing, provided certain conditions in the Indenture are satisfied, and (b) either the Trustee or the Registered Owners of Notes representing not less than a majority of the Outstanding Amount of the Notes shall have declared the Notes to be immediately due and payable in the manner provided in the Indenture.

The Notes are subject to redemption in accordance with Section 10.03 of the Indenture on any Monthly Distribution Date occurring after the end of a Collection Period on which the then outstanding Pool Balance is 10% or less of the Initial Pool Balance (all as defined in the Indenture), in whole only, at a redemption price equal to the principal amount thereof being redeemed, plus accrued interest, if any, due and payable on the Notes to such Monthly Distribution Date.

The "Note Rate" for each Interest Accrual Period, other than the first Interest Accrual Period, shall be equal to the applicable One-Month LIBOR, plus 0.50%. The "Note Rate" for the first Interest Accrual Period shall be the Two-Month LIBOR as of the second Business Day preceding the Date of Issuance, plus 0.50%.

Payments of interest on this Note on each Monthly Distribution Date, together with the installment of principal, if any, to the extent not in full payment of this Note, shall be paid to the Person in whose name such Note is registered on the Record Date by check mailed first class, postage prepaid to such Person's address as it appears on the records of the Trustee on such Record Date, except that, unless definitive Notes have been issued pursuant to the Indenture, with respect to Notes registered on the Record Date in the name of the nominee of the Clearing Agency (initially, such nominee to be Cede & Co.), payment shall be made by wire transfer in immediately available funds to the account designated by such nominee. If funds are expected to be available, as provided in the Indenture, for payment in full of the then remaining unpaid principal amount of this Note on a Monthly Distribution Date, then the Trustee shall notify the Person in whose name a Note is registered at the close of business on the Record Date preceding the Monthly Distribution Date on which the Corporation expects that the final installment of principal of and interest on such Note will be paid. Such notice shall be mailed or transmitted by facsimile prior to such final Monthly Distribution Date and shall specify that such final installment will be payable only upon presentation and surrender of such Note and shall specify the place where such Note may be presented and surrendered for payment of such installment.

As provided in the Indenture and subject to certain limitations set forth therein, the transfer of this Note may be registered upon the records of the Trustee upon surrender for transfer of any Note at the Principal Office of the Trustee, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his attorney duly authorized in writing, and thereupon the Corporation shall execute and the Trustee

shall authenticate and deliver in the name of the transferee or transferees a new fully registered Note or Notes of the same aggregate principal amount.

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

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

The term "Corporation" as used in this Note includes any successor to the Corporation under the Indenture.

The Notes are issuable only in registered form in denominations as provided in the Indenture, subject to certain limitations therein set forth.

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

This Note is issued in conformity with and after full compliance with the Constitution of the State of Alaska and pursuant to the provisions of the Act and all other laws applicable thereto. It is hereby found, certified, recited and declared that all conditions, acts and things required by the Constitution or statutes of the State of Alaska and by the Act and the Indenture to exist, to have happened or to have been performed precedent to or in connection with the issuance of this Note exist, have happened and have been performed, that the issue of the Notes does not exceed any limitation prescribed by said Constitution and statutes.

Unless the certificate of authentication hereon has been executed by the Trustee whose name appears below by manual signature, this Note shall not be entitled to any benefit under the Indenture referred to herein, or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Alaska Student Loan Corporation, under the authority aforesaid, has caused this Note to be executed in its name by the manual or facsimile signature of its Executive Officer and attested by the manual or facsimile signature of an Authorized Officer, as of the Date of Issuance.

ALASKA STUDENT LOAN
CORPORATION

By:

Executive Officer

ATTEST:

By:

Authorized Officer

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Notes designated above and referred to in the within mentioned Indenture.

U.S. BANK NATIONAL ASSOCIATION,
as Trustee

By: _____
Authorized Signatory

Authentication Date: _____, 2013

ASSIGNMENT

FOR VALUE RECEIVED,

sells, assigns and transfers unto:

, the undersigned hereby

(Social Security or Other Identifying Number of Assignee)

(Please Print or Typewrite Name and Address of Assignee)

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints attorney, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

DATED:

Signature:

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

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

EXHIBIT B

FORM OF MONTHLY DISTRIBUTION DATE CERTIFICATE

This Monthly Distribution Date Certificate (the "Certificate") is being provided by the Alaska Student Loan Corporation (the "Corporation") pursuant to Section 5.04(c) of the Indenture of Trust, dated as of March 1, 2013 (the "Indenture"), between the Corporation and U.S. Bank National Association, as trustee (the "Trustee"). All capitalized terms used in this Certificate and not otherwise defined shall have the same meanings as assigned to such terms in the Indenture.

Pursuant to this Certificate, the Corporation hereby directs the Trustee to make the deposits and distributions specified in Section 5.04(c) of the Indenture to the Persons or to the account specified below by 3:00 p.m. (New York City time) on _____, _____ (the "Monthly Distribution Date"), to the extent of (A) the amount of Available Funds received during the immediately preceding Collection Period in the Collection Fund (or, if necessary, other Available Funds on deposit in the Collection Fund as provided in Section 5.04(c) of the Indenture), (B) the amount transferred from the Student Loan Fund pursuant to Section 5.02 of the Indenture, (C) the amount transferred from the Department SAP Rebate Fund pursuant to Section 5.06 of the Indenture, (D) the amount transferred from the Reserve Fund pursuant to Section 5.05(b), (c) and (d) of the Indenture and (E) the amount transferred from the Capitalized Interest Fund pursuant to Section 5.03 of the Indenture.

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

- | | | |
|-------|--|----|
| (i) | Amounts required to be paid which represent amounts deposited to the Collection Fund that are allocable to Eligible Loans which are not pledged as part of the Trust Estate; | \$ |
| (ii) | (A) The Trustee Fee to the Trustee, and any other amounts due and owing to the Trustee under the Indenture, | \$ |
| | (B) Any unpaid Trustee Fee from prior Monthly Distribution Dates; | \$ |
| (iii) | (A) The Servicing Fee due to the Servicer, | \$ |
| | (B) Any unpaid fees due to the Servicer from prior Monthly Distribution Dates; | \$ |
| (iv) | (A) The Administration Fee to the Corporation, | \$ |
| | (B) Any unpaid Administration Fee due to the Corporation from prior Monthly Distribution Dates; | \$ |
| (v) | Amount required to pay to the Noteholders, on a pro rata basis, the Noteholders' Interest Distribution Amount payable on such Monthly Distribution Date; | \$ |
| (vi) | Amount required to deposit to the Reserve Fund the amount, if any, necessary to reinstate the balance of the Reserve Fund up to the Specified Reserve Fund Balance; | \$ |
| (vii) | To pay to the Noteholders, on a pro rata basis, as a principal | \$ |

- payment on the Notes any remaining funds until the Notes are paid in full; and
- (viii) Once all Notes have been paid in full and Trustee expenses, if any, have been paid in full, to release to the Corporation all remaining funds. \$
- The Parity Ratio as of the end of the Collection Period preceding the Monthly Distribution Date. _____%
- Pool Balance as of the end of the Collection Period preceding the Monthly Distribution Date. \$

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

(a) the Capitalized Interest Fund for deposit to the Collection Fund (i) the amount of insufficient Available Funds in the Collection Fund to make the transfers required by Sections 5.04(b) (other than transfers to repurchase Eligible Loans from a Servicer or any Guaranty Agency) and 5.04(c)(i) through (v) of the Indenture, and (ii) an amount equal to the amount required to be transferred to the Collection Fund on such Monthly Distribution Date; and

(b) the Reserve Fund for deposit to the Collection Fund (i) to the extent moneys are not available to make the transfers from the Capitalized Interest Fund, the amount of insufficient Available Funds in the Collection Fund to make the transfers required by Section 5.04(c)(v) of the Indenture, and (ii) the amount on deposit in the Reserve Fund in excess of Specified Reserve Fund Balance.

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

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

ALASKA STUDENT LOAN CORPORATION

By: Authorized Representative

Date

EXHIBIT C

REPORT TO REGISTERED OWNERS

2013 Trust Monthly Reporting

Issuer: Alaska Student Loan Corporation
 Indenture Name: 2013 Indenture
 Collection Period: MM/DD/YYYY to MM/DD/YYYY
 Distribution Date: MM/DD/YYYY
 Website: http://acpe.alaska.gov/Home/Investor/Investor_Relations.aspx

Contact: Melissa Plosay (melissa.plosay@alaska.gov)
 Phone: 907 465 6769
 Fax: 907 465 3293

NOTE: Principal Distribution						
Series	CUSIP	Tax Status	Interest Mode	Class	Maturity Date	
2013A	D11855 CM3	taxable	FRN	I	8/25/2031	
Initial Principal Balance		Beginning Principal Balance		Principal Distributions		Ending Principal Balance
\$	144,730,000	\$	144,730,000	\$	-	\$ 144,730,000
						Required Prin Distribution
						Principal Shortfall
						\$ -

Balance Sheet and Parity Calculation		
	Beg Bal	End Bal
Assets		
Student Loan Fund		
Student Loan Principal	x	x
Student Loan Accrued Interest	x	x
Total Student Loan Fund	x	x
Capitalized Interest Fund	x	x
Collection Fund	x	x
Department SAP Rebate Fund	x	x
Reserve Fund	x	x
Other Receivables	x	x
Deferred Issuance Costs	x	x
Total Assets	x	x
Liabilities		
Accrued Interest Payable	x	x
Accounts Payable	x	x
Student Loan Special Allowance Payable	x	x
Other Accruals	x	x
Total Liabilities	x	x
Net Assets		
less Other Receivables	x	x
less Deferred Issuance Costs	x	x
Nets Assets for Parity calculation	x	x
Notes Outstanding		
Parity	x	x

2013 Trust Monthly Reporting

Issuer: Alaska Student Loan Corporation
Indenture Name: 2013 Indenture
Collection Period: MM/DD/YYYY to MM/DD/YYYY
Distribution Date: MM/DD/YYYY
Website: http://acpe.alaska.gov/Home/Investor/Investor_Relations.aspx

Contact: Melissa Plosay (melissa.plosay@alaska.gov)
Phone: 907 465 6769
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Interest Collections and Funds Available

Interest Collections	
Regular interest collections	x
Interest Subsidy Payment	x
Special Allowance Payment	x
Reimbursement by Guarantor	x
Total Interest Collections	x
Principal Collections	
Regular Principal collections	x
Prepayments ¹	x
Reimbursement by Guarantor	x
Total Principal Collections	x
Fees	
Servicing Fees	x
Administrative Fees	x
Trustee Fees	x
Total Fees	x
Investment Income	x
Draws from Reserve	x
Other	x
Total Available Funds:	x

¹Not actual, "prepayments" are estimated using a Constant Prepayment Rate (CPR) method.
Please refer to the CPR in the Portfolio Activity Report

2013 Trust Monthly Reporting

Issuer: Alaska Student Loan Corporation

Indenture Name: 2013 Indenture

Collection Period: MM/DD/YYYY to MM/DD/YYYY (monthly reporting)

Distribution Date: MM/DD/YYYY (assuming the 15th of the following month)

Website: http://acpe.alaska.gov/Home/Investor/Investor_Relations.aspx

Contact: Melissa Plosay (melissa.plosay@alaska.gov)

Phone: 907 465 6769

Fax: 907 465 3293

Beginning Revenue Account Balance			x
Supplement	Description		x
Supplement	Description		x
	Description		x
Total Distributions			<u>formula</u>
Revenue Account Balance - Available for Principal Pay-offs			<u>formula</u>
x	Description		x

2013 Trust Monthly Reporting

Issuer: Alaska Student Loan Corporation
 Indenture Name: 2013 Indenture
 Collection Period: MM/DD/YYYY to MM/DD/YYYY
 Distribution Date: MM/DD/YYYY
 Website: http://acpe.alaska.gov/Home/Investor/Investor_Relations.aspx

Contact: Melissa Plosay (melissa.plosay@alaska.gov)
 Phone: 907 465 6769
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Portfolio Activity		
	Principal Only	Principal Plus Accrued Interest and Fees
Beginning Balance	x	x
Loans Repurchased from Guarantor	x	x
Balances written off	x	x
Loans Repaid/Prepaid	x	x
Loans Purchased by Guarantor	x	x
Capitalized Interest	x	x
Interest Accrual	x	x
Other Adjustments	x	x
Ending Balance	x	x

CPR Current Month: x% Since mm/dd/yy: x%

Gross Defaults/Claims and Claim Reject Status			
	Default Amount	Cumulative \$ Since	Cumulative % Since
Claims	During Period	3/28/13	3/28/13
Subsidized Stafford	x	x	%
Unsubsidized Stafford	x	x	%
Consolidation	x	x	%
PLUS and Grad PLUS	x	x	%
Rejected Claims	x	x	%
Total Net Claims	x	x	%

Current and cumulative Default Rate			
Current Period's Defaults (\$)			x
Cumulative Defaults (\$)			x
Cumulative Default (% of original pool balance)			%
Cumulative Default (% of cumulative Entered Repayment balance)			%
Current period payments (recoveries) from Guarantor (\$)			
Current period borrower recoveries (\$)			x
Cumulative Recoveries (\$)			x
Cumulative Recovery Rate (%)			%
Cumulative Net Loss Rate (%)			%
Servicer Reject Rate (FFELP) (%)			%
Cumulative Servicer Reject Rate (FFELP) (%)			%

BORROWER'S CURRENT PAYMENTS STATUS		
	% of Pool	WA Time until Repayment (Months)
In School	%	x
Grace	%	x
Deferment	%	x
Forbearance	%	x

	% of Pool	WA Time until Repayment (Months)
Repayment	%	x
Claims	%	x
Total Portfolio	100.00%	

2013 Trust Monthly Reporting

Issuer: Alaska Student Loan Corporation

Indenture Name: 2013 Indenture

Collection Period: MM/DD/YYYY to MM/DD/YYYY

Distribution Date: MM/DD/YYYY

Website: http://acoe.alaska.gov/Home/Investor/Investor_Relations.aspx

Contact: Melissa Plosay (melissa.plosay@alaska.gov)

Phone: 907 465 6769

Fax: 907 465 3293

Loans by Program Type ^{1, 2}	Number of Loans		Principal Balance		Accrued Interest		% of Balance Plus Accrued Interest	
	Beginning	Ending	Beginning	Ending	Beginning	Ending	Beginning	Ending
	Subsidized Stafford	x	x	x	x	x	x	%
Unsubsidized Stafford	x	x	x	x	x	x	%	%
Subsidized Consolidation	x	x	x	x	x	x	%	%
Unsubsidized Consolidation	x	x	x	x	x	x	%	%
PLUS and Grad PLUS	x	x	x	x	x	x	%	%
Total Portfolio	x	x	\$	\$	\$	\$	0.00%	0.00%

Loans by Program Type	Borrower Rate					
	WA Statutory Borrower		WA Effective		WA Remaining Term (Months)	
	Beginning	Ending	Beginning	Ending	Beginning	Ending
Subsidized Stafford	%	%	%	%	x	x
Unsubsidized Stafford	%	%	%	%	x	x
Subsidized Consolidation	%	%	%	%	x	x
Unsubsidized Consolidation	%	%	%	%	x	x
PLUS and Grad PLUS	%	%	%	%	x	x
Total Portfolio	0.00%	0.00%	0.00%	0.00%	x	x

¹All Loans are non-floor loans

²All Loans are serviced by the Alaska Commission on Postsecondary Education

2013 Trust Monthly Reporting

Issuer: Alaska Student Loan Corporation

Indenture Name: 2013 Indenture

Collection Period: MM/DD/YYYY to MM/DD/YYYY

Distribution Date: MM/DD/YYYY

Website: http://acpe.alaska.gov/Home/Investor/Investor_Relations.aspx

Contact: Melissa Plosay (melissa.plosay@alaska.gov)

Phone: 907 465 6769

Fax: 907 465 3293

Portfolio Statistics - Continued

	Number of Loans		Principal Balance		Accrued Interest		% of Balance Plus Accrued Interest	
	Beginning	Ending	Beginning	Ending	Beginning	Ending	Beginning	Ending
Loans by Loan Status								
Repayment								
Current	x	x	x	x	x	x	%	%
31-60 Days Delinquent	x	x	x	x	x	x	%	%
61-90 Days Delinquent	x	x	x	x	x	x	%	%
91-120 Days Delinquent	x	x	x	x	x	x	%	%
121-180 Days Delinquent	x	x	x	x	x	x	%	%
181-270 Days Delinquent	x	x	x	x	x	x	%	%
271+ Days Delinquent	x	x	x	x	x	x	%	%
Total Repayment	x	x	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
In School	x	x	x	x	x	x	%	%
Grace	x	x	x	x	x	x	%	%
Forbearance	x	x	x	x	x	x	%	%
Deferment	x	x	x	x	x	x	%	%
Claims in Progress	x	x	x	x	x	x	%	%
Claims Denied	x	x	x	x	x	x	%	%
Total Portfolio	x	x	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Loans by School Type								
4 Year	x	x	x	x	x	x	%	%
2 Year	x	x	x	x	x	x	%	%
Proprietary	x	x	x	x	x	x	%	%
Other	x	x	x	x	x	x	%	%
Total Portfolio	x	x	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Loans by SAP Index								
LIBOR + 1.34	x	x	x	x	x	x	%	%
LIBOR + 1.94	x	x	x	x	x	x	%	%
LIBOR + 1.74	x	x	x	x	x	x	%	%
LIBOR + 2.34	x	x	x	x	x	x	%	%
LIBOR + 1.94	x	x	x	x	x	x	%	%
LIBOR + 2.24	x	x	x	x	x	x	%	%
LIBOR + 2.64	x	x	x	x	x	x	%	%
Total Portfolio	x	x	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Loans by ACH/EFT Rate Reduction Borrower Benefit:								
25 bp	x	x	x	x	x	x	%	%
None Offered	x	x	x	x	x	x	%	%
Total Portfolio	x	x	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%
Loans by Principal Reduction Borrower Benefit:								
1.00%	x	x	x	x	x	x	%	%
2.00%	x	x	x	x	x	x	%	%
None Offered	x	x	x	x	x	x	%	%
Total Portfolio	-	-	\$ -	\$ -	\$ -	\$ -	0.00%	0.00%

EXHIBIT D

BORROWER BENEFITS

The Corporation has approved various programs to provide incentives and rewards for borrowers. Under the Borrower Benefit Program, borrowers with qualified loans held by the Corporation are eligible for certain reductions in interest and/or principal rebates on any such loans. Borrower benefits include a 1% or 2% interest rate reduction after 48 on-time payments depending on loan type and origination date and a 0.25% interest rate reduction for making electronic loan payments. Certain FFELP loans are eligible under the Corporation's Borrower Benefit Program. The Borrower Benefit Program is subject to the availability of funds and annual modification or termination by the Corporation in its discretion.