

SUPPLEMENTAL INDENTURE NUMBER THREE

dated as of April 1, 2005,

by and among the

TREASURER OF STATE OF OHIO,
as Issuing Authority,

KNOWLEDGEWORKS FOUNDATION
as Administrator,

U.S. BANK NATIONAL ASSOCIATION
(successor to Firststar Bank, National Association),
as Eligible Lender Trustee,

and

U.S. BANK NATIONAL ASSOCIATION
(successor to Firststar Bank, National Association),
as Trustee,

*relating to the purchase of
Financial Guaranty Insurance Policies
for the outstanding
State of Ohio*

*Student Loan Senior Revenue Bonds, Series 2001A,
Student Loan Subordinated Revenue Bonds, Series 2001B,
Student Loan Senior Revenue Bonds, Series 2002A
Student Loan Subordinated Revenue Bonds, Series 2002B
(Ohio Centric Student Loan Program)*

*and for the
Interest Rate Exchange Agreement
in connection with
State of Ohio*

Student Loan Senior Revenue Bonds, Series 2002A

and

amending and restating the

Indenture of Trust,
dated as of March 1, 2001,

as heretofore amended by

Supplemental Indenture Number One,
dated as of December 1, 2002,

and

Supplemental Indenture Number Two,
dated as of December 1, 2004

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SUPPLEMENTAL INDENTURE NUMBER THREE

THIS SUPPLEMENTAL INDENTURE NUMBER THREE, dated as of April 1, 2005 but effective April 18, 2005 (this "Third Supplemental Indenture" and collectively with any other Supplemental Indenture hereafter executed and delivered, this "Indenture"), by and among (i) the TREASURER OF STATE OF OHIO (the "Issuing Authority"), (ii) KNOWLEDGEWORKS FOUNDATION, in its capacity as administrator (the "Administrator"), and acting pursuant to the Administration Agreement, having its principal business office in Cincinnati, Ohio, (iii) U.S. BANK NATIONAL ASSOCIATION, successor to Firststar Bank, National Association (in its capacity as the eligible lender trustee holding title to the Financed Student Loans on behalf of the Administrator and the State (the "Eligible Lender Trustee") pursuant to that certain Eligible Lender Trust Agreement and (iv) U.S. BANK NATIONAL ASSOCIATION, successor to Firststar Bank, National Association, as trustee (the "Trustee") a national banking association duly organized and existing under the laws of the United States, having its principal corporate trust office in Cincinnati, Ohio and being qualified to accept and administer the trusts created by the Indenture of Trust, dated as of March 1, 2001 (the "Original Indenture"), as amended and supplemented by Supplemental Indenture Number One, dated as of December 1, 2002 (the "First Supplemental Indenture") and by Supplemental Indenture Number Two, dated as of December 1, 2004 (the "Second Supplemental Indenture"), each by and among the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee, amends and restates the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture under the circumstances set forth below.

WITNESSETH:

WHEREAS, by and pursuant to the Act, the Issuing Authority may issue from time to time Bonds and make the proceeds of the Bonds available to the Administrator for the purposes of Financing, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State, paying capitalized interest on such Bonds, funding reserves with respect thereto, and paying costs and expenses incurred in connection with the issuance, carrying, securing, paying, redeeming or retirement of such Bonds;

WHEREAS, the Issuing Authority, the Director of Development and the Administrator have entered into the Administration Agreement whereby the Administrator will facilitate the making of Student Loans through the Financing, directly or indirectly through the Eligible Lender Trustee, of such Student Loans by the Administrator on behalf of the State from the proceeds of the Bonds;

WHEREAS, the Administrator, pursuant to the Administration Agreement, has agreed to Finance, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State from the proceeds of the Bonds and to administer the collection of such Loans upon their acquisition hereunder;

WHEREAS, by and pursuant to the Act and pursuant to the General Bond Order referred to below and constituting a part hereof, the Issuing Authority has issued the initial series of Bonds hereunder in the form of State of Ohio Student Loan Senior Revenue Bonds, Series 2001A (the "Series 2001A Senior Bonds") and State of Ohio Student Loan Subordinated Revenue Bonds, Series 2001B (the "Series 2001B Subordinated Bonds" and collectively with the Series 2001A Senior Bonds, the "Series 2001 Bonds", and the Series 2001 Bonds collectively with any Additional Bonds thereafter issued, the "Bonds"), in order to provide funds to the Administrator to finance the acquisition directly, or indirectly through the Eligible Lender Trustee, of student loan notes incurred under the Higher Education Act on behalf of the State and has secured the Series 2001 Bonds under this Indenture as hereinafter provided;

WHEREAS, the General Bond Order is incorporated herein, constitutes an integral part of this Indenture and provides as follows:

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GENERAL BOND ORDER

PROVIDING FOR THE ISSUANCE FROM TIME TO TIME OF STUDENT LOAN REVENUE BONDS OF THE STATE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3366.01 THROUGH SECTION 3366.04, INCLUSIVE, OF THE REVISED CODE OF OHIO IN ORDER TO MAKE THE PROCEEDS OF SUCH BONDS AVAILABLE TO THE ADMINISTRATOR FOR THE PURPOSE, AMONG OTHER THINGS, OF ACQUIRING, DIRECTLY OR INDIRECTLY, ON BEHALF OF THE STATE STUDENT LOANS MADE UNDER THE HIGHER EDUCATION ACT, PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST AND ANY PREMIUM ON THOSE BONDS AND FOR SECURING THAT PAYMENT AND PROVIDING FOR RELATED MATTERS.

WHEREAS, by and pursuant to the Act, particularly Section 3366.04(A), Revised Code, the Issuing Authority may issue from time to time Obligations of the State to make the proceeds of such Obligations available to the Administrator for the purpose of acquiring, directly or indirectly, Student Loans on behalf of the State in connection with one or more programs established under the Act, or needed for capitalized interest on such Obligations, for funding reserves with respect thereto, and for paying costs and expenses incurred in connection with the issuance, carrying, securing, paying, redeeming, or retirement of such Obligations; and

WHEREAS, pursuant to Section 3366.04(B), Revised Code, such Obligations are not debts of the State; the principal of and interest and any premium on such Obligations are payable solely from the revenues and Funds pledged as Pledged Receipts for their payment; the right of the Holders to the payment of the principal of and interest and any premium on such Obligations is limited to the Pledged Receipts as provided in the Bond Proceedings; and no money of the State, including money from the General Revenue Fund of the State, shall be appropriated, obligated or used to pay the principal of and interest and any premium on such Obligations or to pay the costs incurred in the administration of Chapter 3366, Revised Code, other than Pledged Receipts; and

WHEREAS, pursuant to Section 3366.04(C), Revised Code, such Obligations shall be authorized by order of the Issuing Authority at the request of the Administrator and with the approval of the Director of Development; and

WHEREAS, by this General Bond Order and the Indenture authorized hereby, the Issuing Authority, at the request of the Administrator and with the approval of the Director of Development, desires to make general provision for the issuance from time to time of series of such Obligations in the form of the Bonds; and

WHEREAS, in order to make provision for the Administrator to acquire, directly or indirectly, Student Loans on behalf of the State and to provide for the administration of such Student Loans, the Issuing Authority, the Director of Development and the Administrator desire, pursuant to Section 3366.03(B), Revised Code, to enter into the Administration Agreement;

NOW, THEREFORE, BE IT ORDERED by the Treasurer of the State of Ohio, as the Issuing Authority:

SECTION 1. Definitions and General Provisions. When used in this General Bond Order (including its preambles and title), any Series Bond Order and the Indenture, the following

words and terms shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent:

"Account" shall mean any of the accounts created and established in this General Bond Order, a Series Bond Order or the Indenture, and shall include any Subaccount established therein to segregate certain moneys held therein from other moneys so held.

"Acquisition Fund" shall mean the Student Loan Acquisition Fund created and established in Section 9 hereof, including any Accounts or Subaccounts in that Fund provided for herein, in a Series Bond Order or in the Indenture.

"Act" shall mean Sections 3366.01 through 3366.04, inclusive, Revised Code, as the same may be amended from time to time.

"Administration Agreement" shall mean the Administration Agreement among the Issuing Authority, the Director of Development and the Administrator relating to the Program and more fully defined in the Indenture.

"Administrator" shall mean KnowledgeWorks Foundation, in its capacity as a "designated administrator" under Section 3366.01(E) of the Revised Code that has entered into an administration agreement with the Issuing Authority and the Director of Development, and any other Person meeting the criteria of Section 3366.01(E) of the Revised Code. Any Person, except KnowledgeWorks Foundation or any successor corporation thereto, that shall act as a designated administrator, shall, so long as it shall so act, maintain its principal place of business in the State and shall have as its principal business the making, purchasing, holding or selling of loans made to finance individuals' cost of post-secondary education.

"Authenticating Agent" shall mean the Trustee or any bank, trust company or other person designated by the Trustee in accordance with the provisions of the Indenture as an authenticating agent for a series of Bonds, which designee shall be a transfer agent registered in accordance with Section 17A(C) of the Securities Exchange Act of 1934, as amended, or any successor or successors thereto.

"Balances" shall mean when used with reference to any Fund or Account or Subaccount therein shall mean the sum of the following assets in or deposited to the credit of such Fund, Account or Subaccount: Investment Securities computed at the Value of Investment Securities; Financed Student Loans (excluding, however, any Financed Student Loan that has lost its Guarantee and which Guarantee has not been reinstated) computed at the unpaid balance of their principal amounts plus accrued interest thereon and accrued Special Allowance Payments thereon; and lawful money of the United States of America.

"Bond" or "Bonds" shall mean any bond, or all of the bonds or an issue or series of bonds of the State issued by the Issuing Authority pursuant to this General Bond Order, the applicable Series Bond Order or Series Bond Orders and the Indenture, regardless of whether such bonds are designated bonds, notes or otherwise.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Issuing Authority and appointed by the Attorney General of the State.

"Bond Fund" shall mean the Student Loan Bond Fund created and established in Section 9 hereof, including any Accounts or Subaccounts in that Fund provided for herein, in a Series Bond Order or in the Indenture.

"Bond Proceedings" shall mean this General Bond Order, the Indenture, each applicable Series Bond Order, the Administration Agreement and other agreements, and amendments and supplements to the foregoing, or any one or more or combination thereof, authorizing or providing for the terms and conditions applicable to, or providing for the issuance, security or liquidity of, a series of Bonds, and the provisions contained in those series of Bonds.

"Bonds Outstanding" or "Outstanding Bonds" or "Outstanding" shall mean, as of any given date, all Bonds which have been authenticated and delivered by the Authenticating Agent under this General Bond Order, an applicable Series Bond Order and the Indenture, except:

- (a) Bonds cancelled at or prior to such date or delivered to or acquired by the Issuing Authority on or prior to such date for cancellation;
- (b) Bonds in lieu of which other Bonds have been authenticated under the Indenture; and
- (c) Bonds which at the time are deemed not to be Outstanding under the Indenture by reason of the operation and effect of Section 10.2 thereof or the limitation of Section 7.3 thereof.

"Book-Entry Form" or "Book-Entry System" shall mean a form or system under which (i) the beneficial right to principal of and interest and any premium on the Bonds may be transferred only through a book entry, (ii) physical Bond certificates in fully registered form are issued only to a Depository or its nominee as registered owner, with the certificated Bonds held by and "immobilized" in the custody of the Depository, and (iii) the book entry is the record that identifies the owners of beneficial interests in those Bonds.

"Costs of Attendance" shall mean the costs of attendance as defined in Section 3366.01(D) of the Revised Code, which, at the date of the issuance of this General Bond Order, is defined therein as all costs of a Student incurred in connection with a program of study at an Eligible Institution, including tuition, instructional fees, room and board, books, computers, supplies and other related fees, charges and expenses.

"Depository" shall mean any securities depository that is a clearing agency under federal law operating and maintaining a Book-Entry System to record beneficial ownership of the right to principal and interest, and to effect transfers of Bonds such as the Bonds, in Book-Entry Form, and includes and means initially (i) DTC, if the Bonds are offered in the United States, and (ii) Cedel Bank, société anonyme or the Euroclear System, if the Bonds are offered in Europe.

"Director of Development" shall mean the Director of Development of the State.

"DTC" shall mean The Depository Trust Company (a limited purpose trust company), New York, New York.

"Eligible Institution" shall mean an eligible institution as defined in Section 3366.01(H) of the Revised Code, which, at the date of the issuance of this General Bond Order, is defined therein as an institution that (i) is (a) a state assisted post secondary educational institution within the State, (b) a nonprofit institution within the State having a certificate of authorization from the Ohio Board of Regents pursuant to Chapter 1713 of the Revised Code, or (c) a post secondary educational institution similar to the institution described in the immediately foregoing items (a) or (b) that is located outside of the State and that is similarly approved by the appropriate agency of that state, (ii) is accredited by the appropriate regional and, when appropriate, professional accrediting associations within whose jurisdiction it falls, (iii) satisfies the eligibility requirements for participation in the Federal Family Education Loan Program authorized under

Title IV, Part B, of the Higher Education Act, as long as that program remains in existence, and (iv) satisfies the other conditions set forth in the Policy Guidelines.

"Eligible Lender" shall mean an eligible lender as defined in Section 3366.01(I) of the Revised Code, which, at the date of the issuance and for purposes of this General Bond Order, is defined therein as any person that is permitted to make loans under the Federal Family Education Loan Program authorized under Title IV, Part B, of the Higher Education Act that has an office in the State and that satisfies the criteria for Eligible Lenders established pursuant to the Policy Guidelines.

"Eligible Lender Trust Agreement" shall mean the Eligible Lender Trust Agreement, dated as of March 1, 2001, between the Issuing Authority and Firststar Bank, National Association, as eligible lender trustee.

"Eligible Lender Trustee" shall mean, with respect to the Indenture, Firststar Bank, National Association, solely in its capacity as the legal title holder of Financed Student Loans and any successor eligible lender trustee under the Eligible Lender Trust Agreement.

"Escrow Interest Fund" shall mean the Student Loan Escrow Interest Fund created and established in Section 9 hereof, including any Accounts or Subaccounts in that Fund provided for herein, in a Series Bond Order or in the Indenture.

"Financed" in reference to Student Loans shall mean Student Loans acquired directly, or indirectly through the Eligible Lender Trustee, with the proceeds of Bonds or with moneys in a Student Loan Principal Account in the Revenue Fund or a Student Loan Interest Account in the Revenue Fund, or upon the exchange of Student Loans pursuant to the provisions of the Indenture, and included in the Portfolio Fund; and "to Finance" or "Financing" in the case of Student Loans shall mean to acquire, or the acquiring of, respectively, Student Loans with such moneys or upon such exchange or transfer, as such terms are more fully defined in the Indenture.

"Fund" shall mean any of the Funds created and established in this General Bond Order, a Series Bond Order or the Indenture, including any Accounts or Subaccounts therein.

"General Bond Order" shall mean this General Bond Order issued by the Issuing Authority which generally authorizes the issuance and sale, and provides for certain general terms, of each series of Bonds pursuant to the provisions of the Act, as the same may be amended and supplemented from time to time.

"Guarantee" or "Guaranteed" shall mean, with respect to a Student Loan, the guarantee, by a Guarantor which has entered into a federal reimbursement agreement and a supplemental federal reimbursement agreement with the Secretary of Education, of at least ninety-eight percent (98%), or such lower percentage as may be approved by the rating agencies then rating the Outstanding Bonds, of the principal of and accrued interest on such Student Loan thereafter, and the coverage of such Student Loan by a federal reimbursement agreement and a supplemental federal reimbursement agreement providing, among other things, for reimbursement to a Guarantor for losses incurred by it on defaulted Student Loans guaranteed by such guarantor at up to the maximum amount of the principal thereof and accrued interest thereon provided for in the Higher Education Act.

"Guarantor" shall mean any agency, whether a governmental body or private corporation or other entity, approved by the rating agencies then rating the Outstanding Bonds and providing a guarantee acceptable to the Administrator with respect to Student Loans, and as further defined in the Indenture.

"Higher Education Act" shall mean Title IV, Part B of the Higher Education Act of 1965, 20 U.S.C.A. 1071 et seq. as amended, or any successor federal act, and all regulations, directives and guidelines promulgated thereunder from time to time.

"Holder" or "Holder of a Bond" or "Bondholder" shall mean any Person who shall be the registered owner of any Bond or the duly authorized attorney in fact, representative or assignee of such Person pursuant to this General Bond Order, the applicable Series Bond Order and the Indenture.

"Indenture" shall mean the Indenture of Trust, to be dated as of March 1, 2001, or such later date as set forth therein, by and among the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee, as from time to time amended or supplemented by a Supplemental Indenture, as defined therein, securing the payment of the principal of, and interest and any premium on, the Bonds, and as further defined therein.

"Interest Payment Date" or "Interest Payment Dates" shall mean the interest payment date or interest payment dates, as further defined, fixed and provided for in the Indenture and the Series Bond Order.

"Interest Subsidy Payments" shall mean the interest subsidy payments in respect of Student Loans paid by the Secretary of Education pursuant to Section 428 of the Higher Education Act, or similar subsidies authorized from time to time by federal law or regulation.

"Internal Revenue Code" shall mean the Internal Revenue Code of 1986, as amended, the Treasury Regulations (whether proposed, temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable to the Bonds. Unless otherwise indicated, reference to a Section shall mean that Section of the Internal Revenue Code, including such applicable Treasury Regulations, announcements, notices, procedures, rulings and determinations pertinent to that Section.

"Investment Securities" shall mean Investment Securities as defined in the Indenture.

"Issuing Authority" shall mean the Treasurer of State.

"Obligations" shall mean "Obligations" as defined in the Act.

"Ohio Centric Program Manual" shall mean the Ohio Centric Program Manual as initially approved pursuant to the Act and the Policy Guidelines and as amended, supplemented and modified from time to time in accordance with the Act and the Policy Guidelines.

"Ohio Centric Student Loan Program" shall mean the program designated the "Ohio Centric Student Loan Program" as established pursuant to the Act and the Policy Guidelines and as such program is set forth in the Ohio Centric Program Manual.

"Person" or words importing persons shall mean, whether or not appearing with initial capitalization, natural persons, firms, partnerships, associations, corporations, societies, estates, trusts, other business or legal entities and public or governmental bodies.

"Pledged Receipts" shall mean, to the extent the following are pledged by the Bond Proceedings, the Pledged Receipts as defined in the Indenture.

"Policy Guidelines" shall mean the policy guidelines as defined in Section 3366.01(Q) of the Revised Code, which, at the date of the issuance of this General Bond Order, are defined therein as the rules adopted pursuant to division (A) of Section 3366.03 of the Revised Code, which rules are now codified in Sections 122-5-01, 122-5-02 and 122-5-03 of the Ohio Administrative Code.

"Portfolio Fund" shall mean the Student Loan Portfolio Fund created and established in Section 9 hereof, including any Accounts or Subaccounts in that Fund provided for herein, in a Series Bond Order or in the Indenture.

"Rating Agency" shall mean each rating agency that at a given time is rating a series of Bonds upon application of the Issuing Authority and as further described in the Indenture.

"Rebate Fund" shall mean the Student Loan Rebate Fund created and established in Section 9 hereof, including any Accounts or Subaccounts in that Fund provided for herein, in a Series Bond Order or in the Indenture.

"Record Date" shall mean the Record Date as defined in the Indenture.

"Reserve Fund" shall mean the Student Loan Reserve Fund created and established in Section 9 hereof, including any Accounts or Subaccounts in that Fund provided for herein, in a Series Bond Order or in the Indenture.

"Revenue Fund" shall mean the Student Loan Revenue Fund created and established in Section 9 hereof, including any Accounts or Subaccounts in that Fund provided for herein, in a Series Bond Order or in the Indenture.

"Revised Code" shall mean the Ohio Revised Code, as the same may be amended from time to time.

"Series Bond Order" shall mean, collectively, a bond order and a Series Order of Award, if any, both issued by the Issuing Authority, which together authorize the issuance and sale, and provide for the terms, of one or more series of Bonds pursuant to the provisions of the Act and in accordance with the provisions of this General Bond Order and the Indenture.

"Series Order of Award" shall mean the order of award with respect to a series of Bonds executed by the Issuing Authority pursuant to a Series Bond Order.

"Services Fund" shall mean the Student Loan Services Fund created and established in Section 9 hereof, including any Accounts or Subaccounts in that Fund provided for herein, in a Series Bond Order or in the Indenture.

"Special Allowance Payments" shall mean special allowance payments authorized to be made by the Secretary of Education pursuant to Section 438(b) of the Higher Education Act, or similar allowances authorized from time to time by Federal law or regulation.

"Special Funds" shall mean, except where the context does not permit, the Acquisition Fund, the Bond Fund, the Revenue Fund, the Reserve Fund, the Services Fund, and the Portfolio Fund, and any Accounts or Subaccounts therein, including all moneys and investments and earnings from investments, credited and to be credited to the particular Fund or Account. The Special Funds do not include the Rebate Fund or the Escrow Interest Fund.

"Special Record Date" shall mean the date established by the Trustee in connection with the payment of overdue interest on the Bonds in accordance with the provisions of Section 7(d) hereof.

"State" shall mean the State of Ohio.

"Student" shall mean a student as defined in Section 3366.01(U) of the Revised Code, which, at the date of the issuance of this General Bond Order, is defined therein as an individual who (i) is a resident of the State, and is attending and is in good standing in, or has been accepted for attendance at, any Eligible Institution located in the State or elsewhere, on a part time or full time basis to pursue an associate, baccalaureate or advanced degree or a nursing diploma or (ii) resides outside the State and has been accepted for attendance at, or is attending and is in good standing in, any Eligible Institution located in the State, on a part time or full time basis, to pursue an associate, baccalaureate or advanced degree or a nursing diploma. "Student" includes a dependent and independent undergraduate, graduate and professional student.

"Student Loan" shall mean, for purposes of this General Bond Order and any Series Bond Order, a loan to a Student for post-secondary education at an Eligible Institution, as such term is further defined in the Indenture.

"Subaccount" shall mean any of the subaccounts created and established in this General Bond Order, a Series Bond Order or the Indenture.

"Trustee" shall mean Firststar Bank, National Association, the trustee for the Indenture appointed in accordance with the provisions of Section 8 of this General Bond Order and as further defined in the Indenture.

"Value of Investment Securities" shall have the meaning given such term in the Indenture.

Any reference herein to the State, the Issuing Authority or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time duly amended, modified, supplemented, or superseded; provided, that no such amendment, modification, supplementation or supersession shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights or obligations of the State, the Issuing Authority, the Holders or the Trustee, under this General Bond Order or any other document executed in connection with any of the foregoing, including, without limitation, any alteration of the obligation to pay the principal of and interest on the Bonds in the amount and manner, at the time, and from the sources provided in this General Bond Order, except as otherwise herein permitted.

Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders.

Notwithstanding anything in this General Bond Order to contrary, if a municipal bond insurance policy, letter of credit, or other form of credit enhancement is issued in connection with the issuance of any series of Bonds, any of the words and terms defined in this Section 1 may be revised or supplemented in the Indenture or applicable Series Bond Order or Supplemental Indenture, as such words or terms may relate to such series of Bonds at the request of the provider of such credit enhancement.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms, refer to this General Bond Order and the term "hereafter" shall mean after, and the term "heretofore" shall mean before the effective date of this General Bond Order.

SECTION 2. General Authorization of Bonds. The Bonds shall be issued in series pursuant to the Act, this General Bond Order, the applicable Series Bond Order and the Indenture.

Subject to satisfaction of the conditions for issuing a series of Bonds stated in Section 4 hereof, a series of Bonds may be issued without limitation as to principal amounts except as provided in the applicable Series Bond Order and as may hereafter be provided by the Act. Each individual series of Bonds that is to be issued from time to time shall be authorized by a Series Bond Order as provided in this General Bond Order; provided, however, that any one or more subseries of Bonds that are being issued on the same date and under a common plan of finance may be authorized in a single Series Bond Order.

SECTION 3. Security for and Sources of Payment of the Bonds. To the extent provided herein, in the Series Bond Order and in the Indenture, and except as otherwise permitted by this General Bond Order, any Series Bond Order and the Indenture, the principal of and interest and any premium on a series of Bonds (a) shall be payable solely from the Pledged Receipts, including, without limitation, the Balances of the Special Funds, and any other funds and moneys which may be subjected to the pledge of the Indenture by subsequent action of the Issuing Authority and (b) shall be equally and ratably secured solely by the Indenture constituting a first pledge of and grant of a security interest in the Pledged Receipts, including, without limitation, the Balances of the Special Funds; provided, however, that nothing herein or in the Indenture shall prevent payment of the principal of and interest and any premium on any one series of the Bonds from (y) being otherwise secured and payable from sources and by property and instruments (other than the Pledged Receipts) not applicable to any other series of Bonds or (z) not being secured or payable from sources or by property or instruments (other than the Pledged Receipts) applicable to any other series of Bonds.

The Bonds shall be limited obligations of the State. The Holders of the Bonds shall have no right to have taxes levied by the General Assembly of the State, or to have any moneys other than Pledged Receipts obligated or pledged, and any moneys other than Pledged Receipts shall not be obligated or pledged, for the payment of the principal of and interest and any premium on the Bonds. The Bonds are not debts of the State, the principal of and interest and any premium on the Bonds are payable solely from the revenues, funds, property and instruments pledged as Pledged Receipts for their payment, and the right of such Holders to payment of the principal of and interest and any premium on the Bonds is limited to Pledged Receipts as provided in the Bond Proceedings, and each Bond shall bear on its face a statement to that effect. No money of the State, including money from the General Revenue Fund of the State, shall be appropriated, obligated, or used to pay the principal of and interest and any premium on the Bonds or any other costs related to the Bonds or to the Program to which the Bonds relate, other than Pledged Receipts.

The Bond Proceedings shall also provide, subject to the provisions of any other applicable Bond Proceedings, for the pledge of, and the granting of a security interest in, all, or such part as the Issuing Authority may determine, of the Pledged Receipts to the payment of the principal of and interest and any premium on the Bonds, which pledge shall be made and security interest granted subject to the provisions of this General Bond Order, the Indenture and any other applicable prior Bond Proceedings. The Pledged Receipts so pledged or subject to a security interest and thereafter received by the Issuing Authority or the Administrator on behalf

of the Issuing Authority or otherwise received are immediately subject to such pledge and security interest without any physical delivery thereof or further act, and such pledge and security interest are valid, binding, and enforceable against all parties having claims of any kind against the State or any governmental agency, or against the Administrator, whether or not such parties have notice thereof, and shall create a perfected security interest for all purposes of Chapter 1309 of the Revised Code, without the necessity for separation or delivery or possession of the Pledged Receipts, or for the filing or recording of the Bond Proceedings by which such pledge and security interest are created or any certificate, statement, or other document with respect thereto; and the pledge of such Pledged Receipts and the security interest are effective and the money therefrom and thereof may be applied to the purposes for which pledged without necessity for any act of appropriation. Every pledge made and security interest granted, and every covenant and agreement made with respect thereto in the Bond Proceedings may therein be extended to the benefit of the Holders, and to any trustee therefor, for the further security of the payment of the principal of and interest and any premium on the Bonds.

All expenses and obligations incurred by the Issuing Authority, the Director of Development, the Administrator or any other Person in carrying out duties or exercising powers under this General Bond Order, any Series Bond Order, the Indenture or any other agreement executed in connection with a series of Bonds shall be payable solely from, as appropriate, the Pledged Receipts or moneys received from the sale of Bonds. The Issuing Authority does not and shall not incur debt or bonded indebtedness of the State, or obligate or pledge any moneys of the State, other than Pledged Receipts, for the payment of such expenses and obligations.

SECTION 4. Conditions for Issuing Bonds. No series of Bonds shall be issued unless the conditions set forth in paragraphs (1) through (7), inclusive, below exist at the time of initial delivery of such series of Bonds:

(1) Neither the State nor the Issuing Authority is in default of any of their respective covenants or obligations contained in this General Bond Order, in the Indenture or in any series of Bonds then Outstanding, and the authentication and delivery of such series of Bonds will not result in any such default.

(2) Pursuant to Section 3366.04(C), Revised Code, the Issuing Authority has received a request of the Administrator, approved by the Director of Development, requesting issuance of the series of Bonds.

(3) A Series Bond Order containing the provisions required hereunder shall have been issued by the Issuing Authority.

(4) An opinion of Bond Counsel to the effect that all conditions precedent to the delivery of the series of Bonds under this General Bond Order have been satisfied, that the series of Bonds have been duly and validly authorized by the Issuing Authority and that the series of Bonds are valid and binding limited obligations of the State enforceable in accordance with their terms, with customary exceptions for bankruptcy, creditor's rights and general principles of equity.

(5) Except with respect to the issuance of the initial series of Bonds under the Indenture, a fully executed counterpart of a Supplemental Indenture, incorporating the Series Bond Order, shall have been delivered to the Trustee.

(6) Written evidence from each Rating Agency rating any series of Bonds then Outstanding that the issuance of the series of Bonds will not adversely affect the ratings of such Rating Agencies on any such Outstanding series of Bonds.

(7) Any other conditions to the issuance and delivery of a series of Bonds that may be imposed in any Series Bond Order.

SECTION 5. Determinations of the Issuing Authority. The Issuing Authority hereby determines that (a) the Bonds shall be issued from time to time in series, at the request of the Administrator and with the approval of the Director of Development, to make the proceeds of such Bonds available to the Administrator for the purpose of acquiring, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State in connection with the Ohio Centric Student Loan Program, providing for capitalized interest on such Bonds, funding reserves with respect thereto, and paying costs and expenses incurred in connection with the issuance, carrying, securing, paying, redeeming, or retirement of such Bonds, as provided in Section 3366.04, Revised Code; (b) the Bonds shall constitute Obligations within the meaning of the Act; (c) the issuance of the Bonds is in the best interests of the State; (d) the Bonds shall be issued in accordance with the provisions of the Act pertaining to the issuance of Bonds; and (e) all of the Bond Proceedings relating to the Bonds are and shall be in compliance with law.

SECTION 6. Series Bond Orders. Each series of Bonds shall be authorized by a Series Bond Order of the Issuing Authority; provided, however, that any one or more subseries of Bonds that are being issued on the same date and under a common plan of finance may be authorized in a single Series Bond Order. Each series of Bonds shall bear, in addition to the designation "State of Ohio Student Loan Revenue Bonds -- (Ohio Centric Student Loan Program)" and such other descriptive wording as the Issuing Authority may determine, one or more series designations as may be appropriate to distinguish the Bonds of that series from the Bonds of other series or to evidence the senior or subordinate status of each such series of Bonds.

Each Series Bond Order shall state that it is given pursuant to this General Bond Order and the Indenture and shall make provision, in a manner consistent with this General Bond Order and the Indenture, for the following matters with respect to the Bonds authorized by that Series Bond Order:

- (1) the authorized principal amount, which amount may be set forth as a "not to exceed" amount; provided, however, that in such a case, the Issuing Authority shall set forth the definitive principal amount of such Bonds in the Series Order of Award;
- (2) the purposes for which the series of Bonds are issued, as permitted by the Act, and whether such series of Bonds (a) shall be on a parity with a series of Outstanding Bonds, and if so, the series of Outstanding Bonds with which it shall be on a parity, or (b) shall be subordinate to all other Outstanding series of Bonds;
- (3) the date, maturities and Interest Payment Dates of the Bonds;
- (4) the interest rate or rates on the Bonds, which rate or rates may be a Fixed Rate or a Variable Rate, as defined and provided for in the Indenture;
- (5) the denominations and manner of numbering;
- (6) redemption provisions, if any, including any premium to be paid upon redemption;
- (7) any mandatory sinking fund and any related mandatory redemption requirements;
- (8) the creation and establishment of Accounts and/or Subaccounts within the Funds established under this General Bond Order to be utilized with respect to such Bonds and, if

necessary, the creation and establishment of any other Funds necessary or appropriate for the administration of the Bonds;

- (9) any special terms or conditions for sale;
- (10) the disposition of the proceeds from the issuance of each series of the Bonds, consistent with the Act and this General Bond Order;
- (11) with respect to any series of Bonds subsequent to the initial series of Bonds, the authorization of a Supplemental Indenture pertaining to the series of Bonds;
- (12) the authorization of any agreements related to the series of Bonds, including, without limitation, administration agreements, bond purchase agreements, continuing disclosure agreements, auction agent agreements, market agent agreements, broker-dealer agreements, remarketing agreements, interest rate exchange agreements, and agreements related to a Liquidity Facility, as defined in the Indenture;
- (13) any provision for the series of Bonds, or part of them, at variance from, but permitted by, the otherwise applicable provisions of this General Bond Order; and
- (14) any other provisions considered appropriate or advisable by the Issuing Authority, including, without limitation, designations of additional Authenticating Agents.

Each Series Bond Order shall constitute a part of the Indenture for all purposes, including, without limitation, application to each such Series Bond Order of the provisions contained in the Indenture for amendment, modification, supplementation and separability. The execution and delivery of the Indenture by the Issuing Authority shall constitute certification and conclusive evidence that the Series Bond Order relating to the initial series of Bonds as set forth in the Indenture is a true and exact copy of such Series Bond Order as issued by the Issuing Authority and is in effect at the time of execution and delivery of the Indenture. The execution and delivery of a Supplemental Indenture by the Issuing Authority in connection with the issuance of each series of Bonds subsequent to the initial series of Bonds shall constitute certification and conclusive evidence that the Series Bond Order related to each such series of Bonds as set forth in the Supplemental Indenture is a true and exact copy of such Series Bond Order as issued by the Issuing Authority and is in effect at the time of execution and delivery of the Supplemental Indenture.

SECTION 7. General Terms and Provisions of Bonds. Subject to the provisions of and unless otherwise provided in the applicable Series Bond Order or Supplemental Indenture:

(a) *Forms of Bonds.* All Bonds shall be negotiable instruments in accordance with the Act, subject to applicable provisions for registration, and shall express on their faces the purposes for which they were issued as provided in Section 5 of this General Bond Order and other statements or legends as may be required by law, including, without limitation, the statement required by Section 3366.04(B), Revised Code.

(b) *Signature and Authentication.* All Bonds shall be executed on behalf of the State by the Issuing Authority in his official capacity in accordance with the provisions of the Indenture, provided that the signature of the Issuing Authority may be a facsimile signature. No Bond shall be valid or obligatory for any purpose or shall be entitled to security or benefit under this General Bond Order and the Indenture unless and until the certificate of authentication on the Bond is signed by the Trustee as Authenticating Agent in accordance with the provisions of the Indenture.

(c) *Book-Entry System.* The Bonds may be issued to a Depository for use in a Book-Entry System. If the Bonds are to be issued in a Book-Entry System, the Issuing Authority shall comply with the provisions of the Indenture relating to the issuance of Bonds in a Book-Entry System.

(d) *Medium of Payments; Payment; Places of Payment.* The principal of and interest and any premium on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Trustee.

The principal of and any premium on any Bond shall be payable when due to a Holder upon presentation and surrender of that Bond at the principal corporate trust office of the Trustee as provided in the Indenture; provided, however, that with respect to Bonds held in Book Entry Form by a Depository, the Issuing Authority, the Trustee and the Depository may, except in the case of the payment of the entire Outstanding principal amount of a Bond certificate, agree in a writing to vary the provisions of this paragraph to provide for an appropriate notation of partial redemption or payment of the principal of that Bond certificate and appropriate written acknowledgement from the Depository of that notation and payment.

Interest on any Bond shall be paid by the Trustee on each Interest Payment Date in accordance with the further provisions of the Indenture by check, except as otherwise provided in the Indenture, which the Trustee shall cause to be mailed on that date to the Holder at the address appearing in books of registry maintained by the Trustee at the close of business on the Record Date applicable to that Interest Payment Date. If and to the extent that the Issuing Authority shall fail to make payment or provision for payment of interest on any Bond on any Interest Payment Date, interest shall continue to accrue but shall cease to be payable to the Person who was the Holder of that Bond as of the applicable Record Date. When moneys become available for payment of interest, (x) the Trustee shall, pursuant to the Indenture, establish a Special Record Date for the payment of that interest which date shall not be more than fifteen (15) nor fewer than ten (10) days prior to the date of the proposed payment, and (y) the Trustee shall cause notice of the proposed payment and of the Special Record Date to be mailed to each Holder at its address as it appears on the books of registry maintained by the Trustee not fewer than ten (10) days prior to the Special Record Date and, thereafter, the interest shall be payable to the persons who are the Holders of the Bond at the close of business on the Special Record Date.

Subject to the foregoing, each Bond of a series delivered under this General Bond Order, the applicable Series Bond Order and the Indenture upon transfer thereof pursuant to the Indenture, or in exchange for or in replacement of any other Bond of the same series in accordance with the provisions of the Indenture, shall carry the rights to interest accrued and unpaid and to accrue on the Bond of that series, which were carried by the Bond of that series transferred, exchanged or replaced.

The Holder of any Bond shall be deemed and regarded as the absolute owner thereof for all purposes of this General Bond Order, the applicable Series Bond Order and the Indenture. Payment of or on account of the principal of and interest and any premium on any Bond shall be made only to or upon the order of that Holder or its duly authorized attorney in the manner permitted by this General Bond Order, the applicable Series Bond Order and the Indenture, and neither the Issuing Authority, the Trustee, nor the Authenticating Agent shall, to the extent permitted by law, be affected by notice to the contrary. All of those payments shall be valid and effective to satisfy and discharge the liability upon that Bond, including, without limitation, the interest thereon, to the extent of the amount or amounts so paid.

Notwithstanding any other provision of this General Bond Order, any applicable Series Bond Order, or the Indenture or of any Bond to the contrary, the Trustee may enter into an

agreement in writing with a Holder (or the nominee of a Holder if that Holder is a Depository) of a Bond providing for making all payments to that Holder of principal of and interest and any premium on such Bond (other than any payment of its entire unpaid principal amount) at a place and in a manner (including wire transfer of federal funds) other than as provided above in this General Bond Order, any applicable Series Bond Order, the Indenture or the Bonds, without prior presentation or surrender of the Bond, upon any conditions which shall be satisfactory to the Trustee. That payment in any event shall be made to the Person who is the Holder of that Bond on the date that principal and premium is due or, with respect to the payment of interest, as of the applicable Regular or Special Record Date or other date agreed upon as the case may be. The Trustee will furnish a copy of each of those agreements, certified to be correct by the Trustee, to the Issuing Authority and to any other Authenticating Agents for the applicable series of Bonds. Any payment of principal of and interest and any premium on a series of Bonds pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this General Bond Order, any applicable Series Bond Order, such Bonds and the Indenture.

(e) *Redemption.* The Bonds shall be subject to redemption as provided in the Series Bond Order and Article IV of the Indenture and, to the extent applicable, as provided in a Supplemental Indenture.

SECTION 8. Appointment of Trustee and Authenticating Agent; Appointment of Eligible Lender Trustee. The Issuing Authority hereby appoints Firststar Bank, National Association to act as the initial Trustee and Authenticating Agent under the Indenture. The Issuing Authority also hereby appoints Firststar Bank, National Association to act as the Eligible Lender Trustee under the Eligible Lender Trust Agreement and initial Eligible Lender Trustee under the Indenture.

SECTION 9. Creation of Special Funds, the Rebate Fund and the Escrow Interest Fund; Application of Balances Therein. There is hereby created and established as separate deposit accounts to be held in the custody of the Trustee under the Indenture the following Special Funds and Accounts therein:

- (1) the Student Loan Acquisition Fund;
- (2) the Student Loan Revenue Fund;
- (3) the Student Loan Services Fund;
- (4) the Student Loan Portfolio Fund;
- (5) the Student Loan Bond Fund and within the Student Loan Bond Fund, the Excess Surplus Account; and
- (6) the Student Loan Reserve Fund.

There is hereby created and established as separate deposit accounts to be held in the custody of the Trustee under the Indenture the Student Loan Rebate Fund and the Student Loan Escrow Interest Fund which Funds (or any of the Accounts or Subaccounts therein) are not one of the Special Funds (or Accounts or Subaccounts therein) and the Balances of which, if any, are not pledged to secure payment of the principal of or interest and any premium on the Bonds.

The Balances of the Special Funds and the Rebate Fund and Escrow Interest Fund shall be held and applied by the Trustee as provided for in the Indenture.

Notwithstanding anything to the contrary in this General Bond Order upon the issuance of any series of Bonds or anytime thereafter and to the extent that the Issuing Authority determines it to be necessary or appropriate, the Issuing Authority may create and establish in a Series Bond Order or in a Supplemental Indenture executed in connection with the issuance of such Bonds additional Funds, Subfunds, Accounts or Subaccounts to segregate certain moneys held under the Indenture for application in respect of such Bonds from other moneys held thereunder for application in respect of another series of Bonds.

SECTION 10. Allocation of Proceeds of Bonds. The proceeds from the sale of a series of Bonds shall be allocated, deposited and credited by the Trustee as provided in the applicable Series Bond Order.

SECTION 11. Covenants of the Issuing Authority. In addition to the other covenants of the Issuing Authority contained in this General Bond Order and in the Indenture, the Issuing Authority further covenants as follows:

(a) *Payment of Principal of and Interest and any Premium on the Bonds; Collection of Pledged Receipts*. The Issuing Authority will, solely from the sources provided for in this General Bond Order, any applicable Series Bond Order and in the Indenture, pay or cause to be paid the principal of and interest and any premium on each and all series of Bonds on the dates, at the places and in the manner provided in this General Bond Order, in any applicable Series Bond Order, in the Indenture and in such series of Bonds, according to the true intent and meaning thereof. The Issuing Authority will use its best efforts to collect or cause to be collected in accordance with the Indenture and the Administration Agreement Pledged Receipts sufficient to make such payments.

(b) *Maintenance of Pledge*. The Issuing Authority will not make any pledge or assignment of or create or suffer any lien or encumbrance upon the Pledged Receipts prior to or on a parity with the pledge thereof under this General Bond Order and the Indenture, except as authorized or permitted under this General Bond Order or the Indenture.

(c) *Performance of Covenants, Authority and Actions*. The Issuing Authority will at all times faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this General Bond Order, any applicable Series Bond Order, the Administration Agreement, the Policy Guidelines, the Indenture and any and every Bond executed, authenticated and delivered under this General Bond Order, the applicable Series Bond Order and the Indenture, and in all other Bond Proceedings pertaining to the Bonds.

The Issuing Authority warrants and covenants that the Issuing Authority is duly authorized by the laws of the State, including particularly and without limitation the Act, to execute and deliver the Indenture and the Administration Agreement, and upon delivery of a series of Bonds will be, duly authorized by the laws of the State, including particularly and without limitation the Act, to issue such series of Bonds and to execute and deliver on its behalf the Series Bond Order, the Series Order of Award and all agreements related to the issuance of such series of Bonds in accordance with the provisions of this General Bond Order and to provide the security for payment of the principal of and interest and any premium on such series of Bonds in the manner and to the extent set forth in this General Bond Order, the applicable Series Bond Order and in the Indenture; that all actions on the part of the Issuing Authority necessary for the issuance of such series of Bonds and the execution and delivery of the Series Order of Award and related agreements will have been duly and effectively taken; and that when executed, authenticated and delivered, such series of Bonds will be valid and enforceable limited obligations of the State according to the terms thereof.

(d) *Tax Compliance Covenants.* The Issuing Authority covenants that it will use, and will restrict the use and investment of, and will take such actions as are reasonably necessary to require the Trustee, in its capacity as Trustee, and the Administrator to use, and to restrict the use and investment of, the proceeds of each series of Bonds in such manner and to such extent, if any, as may be necessary, after taking into reasonable expectations at the time of delivery of and payment for such series of Bonds, so that such series of Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code. To that end the Issuing Authority will, alone or with any other officer, agent, or employee of or consultant to the Issuing Authority, give an appropriate certificate of the Issuing Authority for inclusion in the transcript of proceedings for each series of Bonds, setting forth the reasonable expectations of the Issuing Authority regarding the amount and use of all the proceeds of each series of Bonds and the facts, estimates and circumstances on which those expectations are based, and other facts and circumstances relevant to the tax treatment of interest on each series of Bonds.

The Issuing Authority further covenants that (i) it will take or cause to be taken such actions that may be required of it for the interest on each series of Bonds to be and remain excluded from gross income for federal income tax purposes, (ii) it will not take or authorize to be taken or omit to take any actions that would adversely affect that exclusion, and (iii) it, or persons acting for it, will, among other acts of compliance, (A) apply the proceeds of each series of Bonds to the governmental purposes of the borrowing, (B) restrict the yield on investment property acquired with those proceeds, (C) make timely and adequate rebate payments to the federal government, (D) maintain books and records and make calculations and reports, and (E) refrain from certain uses of those proceeds, all in such manner and to the extent necessary to assure that exclusion of that interest under the Internal Revenue Code.

At the time of issuance of each series of Bonds, the Issuing Authority shall reaffirm with respect to such series of Bonds the covenants of this subsection.

(e) *Use of Proceeds for Acquisition of Student Loans.* The Issuing Authority covenants that it will diligently and promptly proceed in good faith and use its best efforts to disburse or cause the disbursement of the proceeds of each series of Bonds deposited by the Trustee in the Acquisition Fund for acquiring Student Loans on behalf of the State.

(f) *Investment of Fund Moneys.* The Issuing Authority covenants that any moneys held as part of the Rebate Fund, the Escrow Interest Fund or the Special Funds will be invested by the Trustee in accordance with the provisions of the Indenture and that any profits or loss realized or resulting from investments of such moneys will be charged to the Fund or Funds incurring such profit or loss.

SECTION 12. Indenture of Trust; Administration Agreement. In order to better secure the payment of the principal of and interest and any premium on each series of Bonds as the same shall become due and payable, the Issuing Authority shall execute and deliver the Indenture substantially in the form that is now on file with the Issuing Authority with such changes as shall be approved by the Issuing Authority. Approval of the Indenture and of any such changes by the Issuing Authority shall be conclusively evidenced by the signing of the Indenture by the Issuing Authority.

The Issuing Authority shall provide for the payment of the services rendered by the Trustee, the Eligible Lender Trustee and the Administrator under, and for reimbursement of expenses incurred by the Trustee, the Eligible Lender Trustee and the Administrator pursuant to, the Indenture from the proceeds of each series of Bonds issued under the Indenture to the extent available and then from other money lawfully available for that purpose under the Indenture.

This General Bond Order shall constitute a part of the Indenture for all purposes, including, without limitation, application to the General Bond Order of the provisions contained in the Indenture for amendment, modification, supplementation and separability. The execution and delivery of the Indenture by the Issuing Authority shall constitute certification and conclusive evidence that the General Bond Order as set forth in the Indenture is a true and exact copy of the General Bond Order as issued by the Issuing Authority and is in effect at the time of execution and delivery of the Indenture.

In order to make provisions for the Administrator to purchase Student Loans on behalf of the State, the Issuing Authority shall, pursuant to Section 3366.03(B), Revised Code, enter into the Administration Agreement with the Administrator and the Director of Development substantially in the form now on file with the Issuing Authority, with such changes as shall be approved by the Issuing Authority. Approval of the Administration Agreement and of any such changes by the Issuing Authority shall be conclusively evidenced by the signing of the Administration Agreement by the Issuing Authority.

SECTION 13. Duties Binding on All with Authority; Enforcement by Mandamus. Pursuant to Section 3366.04(J), Revised Code, each duty of the Issuing Authority, of each governmental agency, including the Director of Development, of the Administrator, and of any of the officers, members, or employees of any of the foregoing, undertaken pursuant to the Bond Proceedings or any agreement made with respect thereto, and each duty in every agreement executed pursuant to the Bond Proceedings by or with the Issuing Authority, each governmental agency, including the Director of Development, and the Administrator is a duty of the Issuing Authority, the governmental agency or the Administrator, respectively, and of each such officer, member, or employee having authority to perform such duty, specifically enjoined by law resulting from an office, trust or station, within the meaning of Section 2731.01, Revised Code, which provides for enforcement by writ of mandamus.

SECTION 14. Additional Bonds. Nothing herein shall be construed as prohibiting the issuance of additional Bonds, including bonds and notes, under a separate indenture of trust or trust agreement, in such amounts as may be otherwise permitted and provided by the Act.

SECTION 15. Compliance with Legal Requirements. It is found and determined that all formal actions of the Issuing Authority concerning and relating to the issuance of this General Bond Order were taken in compliance with all legal requirements.

SECTION 16. Effective Date. This General Bond Order shall take effect and be in force immediately upon its issuance.

Whereupon this General Bond Order is declared issued this 28th day of February, 2001.

/s/ Joseph T. Deters
Joseph T. Deters
Treasurer, State of Ohio

WHEREAS, the Series Bond Order authorizing the issuance of the Series 2001 Bonds is incorporated herein, constitutes an integral part of this Indenture and provides as follows:

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SERIES BOND ORDER

PROVIDING FOR THE ISSUANCE AND SALE OF \$39,400,000 AGGREGATE PRINCIPAL AMOUNT OF STATE OF OHIO STUDENT LOAN REVENUE BONDS, SERIES 2001 (OHIO CENTRIC STUDENT LOAN PROGRAM) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3366.01 THROUGH SECTION 3366.04, INCLUSIVE, OF THE REVISED CODE OF OHIO TO MAKE THE PROCEEDS OF SUCH BONDS AVAILABLE TO THE ADMINISTRATOR FOR THE PURPOSE, AMONG OTHER THINGS, OF ACQUIRING STUDENT LOANS, DIRECTLY OR INDIRECTLY THROUGH THE ELIGIBLE LENDER TRUSTEE, ON BEHALF OF THE STATE IN CONNECTION WITH THE OHIO CENTRIC STUDENT LOAN PROGRAM, AND AUTHORIZING AND PROVIDING FOR RELATED MATTERS.

WHEREAS, by and pursuant to the Act, particularly Section 3366.04(A), Revised Code, the Issuing Authority may issue Obligations of the State of Ohio to make the proceeds of such Obligations available to the Administrator for the purpose of (i) acquiring, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State in connection with one or more programs established under the Act, (ii) capitalizing interest on such Obligations, (iii) funding reserves with respect thereto and (iv) paying costs and expenses incurred in connection with the issuance, carrying, securing, paying, redeeming, or retirement of such Obligations; and

WHEREAS, in order to make provision for the Administrator to acquire, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State and to provide for the administration of such Student Loans, the Issuing Authority, the Director of Development and the Administrator, pursuant to Section 3366.03(B), Revised Code, will enter into the Administration Agreement; and

WHEREAS, the Issuing Authority, by the General Bond Order, dated February 28, 2001 (as amended and supplemented from time to time, the "General Bond Order"), to be included in the Indenture whose execution and delivery is authorized therein, has provided for the issuance from time to time in series of such Obligations in the form of the Bonds, with each series of Bonds to be authorized by a Series Bond Order; and

WHEREAS, pursuant to Section 3366.04(C), Revised Code, the Issuing Authority has heretofore received a written request from the Administrator, approved by the Director of Development, requesting authorization for and issuance of a series of such Bonds in the form of the Series 2001 Bonds, in two subseries, in accordance with the provisions of Section 3366.04, Revised Code, for the purpose set forth in Section 4(a) of this Series Bond Order; and

WHEREAS, pursuant to the foregoing and for the purposes set forth in Section 4(a) of this Series Bond Order, the Issuing Authority has determined to issue \$39,400,000 aggregate principal amount of Bonds, to be designated Series 2001 (Ohio Centric Student Loan Program), consisting of and further designated \$35,450,000 Student Loan Senior Revenue Bonds, Series 2001A and \$3,950,000 Student Loan Subordinated Revenue Bonds, Series 2001B, and to provide the security and source of payment therefor by this Series Bond Order;

NOW, THEREFORE, BE IT ORDERED by the Treasurer of the State of Ohio, as the Issuing Authority:

SECTION 1. Definitions and General Provisions. When used in this Series Bond Order (including its preambles and title) and in the Indenture, and in addition to the words and terms defined elsewhere in this Series Bond Order and in the General Bond Order, the following words

and terms shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent:

"Acquisition Account/2001" shall mean the Student Loan Acquisition Account/2001 of the Acquisition Fund created and established in Section 5 hereof as a Series Acquisition Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Additional Bonds" shall mean a series of Bonds other than the Series 2001 Bonds.

"Administration Account/2001" shall mean the Student Loan Administration Account/2001 of the Services Fund created and established in Section 5 hereof as a Series Administration Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Authorized Denomination" shall mean, with respect to the Series 2001 Bonds, the denominations authorized in the Indenture.

"Authorized Public Official" shall mean any employee of the Issuing Authority authorized by or pursuant to a writing of the Issuing Authority to perform the act or sign the document in question.

"Bond Purchase Agreement" for purposes of this Series Bond Order shall mean the Bond Purchase Agreement between the Issuing Authority and the Original Purchaser, relating to the purchase and sale of the Series 2001 Bonds.

"Capitalized Interest Account/2001" shall mean the Student Loan Capitalized Interest Account/2001 of the Acquisition Fund created and established in Section 5 hereof as a Series Capitalized Interest Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Closing Date" shall mean, with respect to the Series 2001 Bonds, March 2, 2001.

"Costs of Issuance Account/2001" shall mean the Student Loan Costs of Issuance Account/2001 of the Services Fund created and established in Section 5 hereof as a Series Cost of Issuance Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Escrow Interest Account/2001" shall mean the Student Loan Escrow Interest Account/2001 of the Escrow Interest Fund created and established in Section 5 hereof as a Series Student Loan Escrow Interest Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Excess Surplus Account/2001" shall mean the Student Loan Excess Surplus Account/2001 of the Bond Fund created and established in Section 5 hereof as a Series Student Loan Excess Surplus Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Interest Payment Date" shall mean with respect to the Series 2001 Bonds, (i) each March 1 and September 1, commencing September 1, 2001, while the Series 2001 Bonds are Outstanding, (ii) a Conversion Date and (iii) any date on which principal of the Series 2001 Notes is paid, but solely with respect to the principal being paid on such date if such date is not a March 1 or September 1, whether at maturity or pursuant to optional or mandatory redemption.

"Maturity Date" shall mean with respect to each series of the Series 2001 Bonds, March 1, 2036.

"Official Statement" shall mean, with respect to the Series 2001 Bonds, the Official Statement, dated such date as may be agreed upon by the Original Purchaser and the Issuing Authority, pertaining to the issuance and sale of the Series 2001 Bonds.

"Original Purchaser" shall mean Salomon Smith Barney Inc.

"Portfolio Account/2001" shall mean the Student Loan Portfolio Account/2001 of the Portfolio Fund created and established in Section 5 hereof as a Series Student Loan Portfolio Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Program Expense Account/2001" shall mean the Student Loan Program Expense Account/2001 of the Services Fund created and established in Section 5 hereof as a Series Program Expense Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Rebate Account/2001" shall mean the Student Loan Rebate Account/2001 of the Rebate Fund created and established in Section 5 hereof as a Series Student Loan Rebate Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Reserve Account/2001" shall mean the Student Loan Reserve Account/2001 of the Reserve Fund created and established in Section 5 hereof as a Series Student Loan Reserve Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Senior Interest Account/2001A" shall mean the Senior Interest Account/2001A of the Bond Fund created and established in Section 5 hereof as a Series Senior Interest Account for the Series 2001A Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Senior Redemption Account/2001A" shall mean the Senior Redemption Account/2001A of the Bond Fund created and established in Section 5 hereof as a Series Senior Redemption Account for the Series 2001A Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Series Account" shall have the meaning given such term in the Indenture.

"Series Bond Order" shall mean, with respect to the Series 2001 Bonds, this Series Bond Order.

"Series 2001 Bonds" shall mean, collectively, the Series 2001A Bonds and the Series 2001B Bonds issued pursuant to this Series Bond Order.

"Series 2001 Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement among the Issuing Authority, the Administrator and the Trustee, dated as of March 1, 2001, as originally executed and as may be amended from time to time in accordance with the terms thereof.

"Series 2001A Senior Bonds" shall mean the Student Loan Senior Revenue Bonds, Series 2001A, issued pursuant to and under this Series Bond Order, the General Bond Order and the Indenture in the initial principal amount of \$35,450,000.

"Series 2001B Subordinated Bonds" shall mean the Student Loan Subordinated Revenue Bonds, Series 2001B, issued pursuant to and under this Series Bond Order, the General Bond Order and the Indenture in the initial principal amount of \$3,950,000.

"Student Loan Interest Account/2001" shall mean the Student Loan Interest Account/2001 of the Revenue Fund created and established in Section 5 hereof as a Series Student Loan Interest Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Student Loan Principal Account/2001" shall mean the Student Loan Principal Account/2001 of the Revenue Fund created and established in Section 5 hereof as a Series Student Loan Principal Account for the Series 2001 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Subordinated Interest Account/2001B" shall mean the Subordinated Interest Account/2001B of the Bond Fund created and established in Section 5 hereof as a Series Subordinated Interest Account for the Series 2001B Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Subordinated Redemption Account/2001B" shall mean the Subordinated Redemption Account/2001B of the Bond Fund created and established in Section 5 hereof as a Series Subordinated Redemption Account for the Series 2001B Bonds, including any Subaccounts in that Account as may hereafter be provided for.

Any reference herein to the State, the Issuing Authority or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time duly amended, modified, supplemented, or superseded; provided, that no such amendment, modification, supplementation or supersession shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights or obligations of the State, the Issuing Authority, the Holders or the Trustee, under this Bond Order or any other document executed in connection with any of the foregoing, including, without limitation, any alteration of the obligation to pay the principal of and interest on the Bonds in the amount and manner, at the time, and from the sources provided in this Bond Order, except as otherwise herein permitted.

Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms, refer to this Series Bond Order and the term "hereafter" shall mean after, and the term "heretofore" shall mean before the effective date of this Series Bond Order.

SECTION 2. Authority. This Series Bond Order is given pursuant to the General Bond Order, the Indenture and the Act.

SECTION 3. Determinations of the Issuing Authority. The Issuing Authority hereby determines that the conditions stated in numbered subparagraphs (1) through (7), inclusive, of Section 4 of the General Bond Order are or will be satisfied at the time of delivery of the Series 2001 Bonds. The Issuing Authority or Authorized Public Official shall confirm these findings by a

certificate in form satisfactory to and to be filed with the Trustee immediately prior to delivery of the Series 2001 Bonds.

The Issuing Authority further determines that (a) the Series 2001 Bonds shall be issued to make the proceeds of such Series 2001 Bonds available to the Administrator for the purpose, among other things, of acquiring, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State in connection with the Ohio Centric Student Loan Program, as provided in Section 3366.04, Revised Code; (b) the Series 2001 Bonds shall constitute Obligations within the meaning of the Act; (c) the issuance of the Series 2001 Bonds is in the best interests of the State; (d) the Series 2001 Bonds shall be issued in accordance with the provisions of the Act pertaining to the issuance of Obligations; and (e) all of the Bond Proceedings relating to the Series 2001 Bonds shall be in compliance with law.

The Issuing Authority further determines that to promote the public purposes set forth above, it is appropriate and desirable to (a) authorize the issuance of and to issue the Series 2001 Bonds, in two subseries in an aggregate principal amount of \$39,400,000, (b) secure the payment of the principal of, and interest and any premium on, the Series 2001 Bonds by the Indenture, (c) provide sufficient money to pay the Series 2001 Bonds in accordance with and pursuant to the terms of the Series 2001 Bonds, the Indenture and the Act, (d) determine and fix herein, the terms of the Series 2001 Bonds, including, without limitation, the aggregate principal amount, the interest rates, the Interest Payment Dates, the maturity dates, the redemption provisions, the amount of the proceeds from the sale of the Series 2001 Bonds to be deposited in the Acquisition Fund and the other Special Funds, the purchase price of the Series 2001 Bonds and other terms and provisions pertaining to the Series 2001 Bonds, (e) sell the Series 2001 Bonds pursuant to this Series Bond Order, a Series Order of Award, if necessary or appropriate and the Bond Purchase Agreement, and (f) execute the Indenture, the Bond Purchase Agreement, Series 2001 Continuing Disclosure Agreement and such other documents, certificates, or instruments and to take such other actions as are deemed necessary or appropriate to consummate the transactions contemplated hereby.

SECTION 4. Authorization, Designation, Purpose and Other Terms of the Series 2001 Bonds.

(a) Authorization, Designation and Purpose. Subject to satisfaction of the conditions set forth in this Series Bond Order and in the General Bond Order, the Issuing Authority shall issue, sell at private sale and deliver to the Original Purchaser, as provided and authorized herein and in the Indenture and pursuant to the Act, the Series 2001 Bonds which shall be sold in two series, which shall be designated the "State of Ohio Student Loan Senior Revenue Bonds, Series 2001A (Ohio Centric Student Loan Program)" (the "Series 2001A Senior Bonds") and the "State of Ohio Student Loan Subordinated Revenue Bonds, Series 2001B (Ohio Centric Student Loan Program)" (the "Series 2001B Subordinated Bonds" and collectively with the Series 2001A Senior Bonds, the "Series 2001 Bonds"). The Series 2001A Senior Bonds shall be issued in the original principal amount of \$35,450,000 and the Series 2001B Subordinated Bonds shall be issued in the original principal amount of \$3,950,000. The Series 2001 Bonds are being issued to make the proceeds of such Series 2001 Bonds available to the Administrator for the purpose of (i) acquiring, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State in connection with the Ohio Centric Student Loan Program; (ii) funding the Reserve Account/2001; and (iii) providing for the payment of Financing Costs with respect to the issuance of the Series 2001 Bonds.

(b) Form, Denominations and Date. The Series 2001 Bonds shall be issued in fully registered form, without coupons; shall express on their faces or otherwise the purpose for which they were issued, as provided in Section 3(a) of this Series Bond Order and other statements or legends as may be required by the Act or the General Bond Order, that they

are issued pursuant to the Act and this Series Bond Order, and otherwise shall be substantially in the applicable form set forth in the Indenture; shall be negotiable instruments in accordance with the Act, subject to registration and issuance in Book-Entry Form as provided in this Section 4 of this Series Bond Order; shall be numbered as directed by the Issuing Authority in such manner as to distinguish each Series 2001 Bond from any other Series 2001 Bond; and shall be issued in Authorized Denominations. The Series 2001 Bonds shall be dated their date of delivery to the Original Purchaser, which date shall be the Closing Date. The Series 2001 Bonds shall bear interest from the most recent date to which interest has been paid or provided for, or if no interest has been paid or provided for, from their date. Interest on the Series 2001 Bonds shall be payable on the Interest Payment Dates.

The Series 2001 Bonds shall be issued only to a Depository for holding in a Book-Entry System, shall be registered in the name of the depository or its nominee, as registered owner, and immobilized in the custody of the Depository and shall otherwise comply with the provisions of Section 2.2 of the Indenture with respect to Bonds issued under a Book-Entry System. Except as provided in Section 2.2 of the Indenture, there shall be a single Bond for each maturity of each subseries of the Series 2001 Bonds.

(c) Interest Rates and Principal Maturities. The Series 2001A Senior Bonds and the Series 2001B Subordinate Bonds shall be initially issued as Variable Rate Bonds bearing interest at an Auction Rate for an Auction Period. The Series 2001A Senior Bonds and the Series 2001B Subordinated Bonds shall each mature on their respective Maturity Dates. The Series 2001 Bonds shall bear the respective initial interest rates set forth in the Bond Purchase Agreement. The Initial Auction Rate Determination Date for the Series 2001A Senior Bonds shall be April 6, 2001, and the Initial Auction Rate Determination Date for the Series 2001B Subordinated Bonds shall be April 6, 2001. The Initial Rate Adjustment Date for the Series 2001A Senior Bonds shall be April 9, 2001, and the Initial Rate Adjustment Date for the Series 2001B Subordinated Bonds shall be April 9, 2001.

(d) Redemption. The Series 2001 Bonds shall be subject to optional and mandatory redemption as provided for in Article IV of the Indenture.

SECTION 5. Creation of Series Accounts related to the Series 2001 Bonds. There is hereby created and established within the Special Funds that have been created and established in the General Bond Order the following Accounts designated as Series Accounts related to the Series 2001 Bonds:

- (1) within the Acquisition Fund, the Acquisition Account/2001 and the Capitalized Interest Account/2001;
- (2) within the Reserve Fund, the Reserve Account/2001;
- (3) within the Revenue Fund, the Student Loan Principal Account/2001 and the Student Loan Interest Account/2001;
- (4) within the Portfolio Fund, the Portfolio Account/2001;
- (5) within the Bond Fund, the Senior Redemption Account/2001A, the Subordinated Redemption Account/2001B, the Senior Interest Account/2001A and the Subordinated Interest Account/2001B; and
- (6) within the Services Fund, the Administration Account/2001, the Program Expense Account/2001 and the Costs of Issuance Account/2001.

There is further hereby created and established the following Accounts designated as Series Accounts related to the Series 2001 Bonds:

- (1) within the Rebate Fund the Rebate Account/2001; and
- (2) within the Escrow Interest Fund, the Escrow Interest Account/2001.

Except as may be otherwise provided in this Series Bond Order, the Balances of the Series Accounts created and established in this Section 5 shall be held and applied by the Trustee as provided for in the Indenture.

SECTION 6. Allocation of Proceeds and Contribution. The proceeds from the sale of the Series 2001 Bonds (net of the discount retained by the Original Purchaser as its compensation for purchasing and distributing the Series 2001 Bonds) shall be received by the Trustee and allocated and deposited as follows:

- (1) \$346,000. to the Costs of Issuance Account/2001 in the Services Fund;
- (2) \$788,000. to the Reserve Account/2001 in the Reserve Fund; and
- (3) \$38,093,625. to the Acquisition Account/2001 in the Acquisition Fund.

SECTION 7. Sale of the Series 2001 Bonds. The Series 2001 Bonds shall be sold and awarded to the Original Purchaser in accordance with the Bond Purchase Agreement at the purchase price set forth in the Bond Purchase Agreement, which purchase price shall not be less than 98% of the aggregate principal amount of the Series 2001 Bonds. The Issuing Authority shall make the necessary arrangements with the Original Purchaser to establish the date, location, procedures and conditions for the delivery of the Series 2001 Bonds to the Original Purchaser and shall take all steps necessary to effect the due execution, authentication and delivery to the Original Purchaser of the Series 2001 Bonds under the terms of this Series Bond Order and the Bond Purchase Agreement. It is hereby determined that provision for the purchase price and the terms of the Series 2001 Bonds and the sale thereof, all as provided in this Series Bond Order, the related Series Order of Award, if any, and the Bond Purchase Agreement, are in the best interests of the State, are consistent with all legal requirements and promote the public purposes of the Act.

SECTION 8. Security and Sources of Payment for the Series 2001 Bonds. To the extent provided herein and in the Indenture, and except as otherwise permitted by this Series Bond Order, the General Bond Order and the Indenture, the principal of and interest and any premium on the Series 2001 Bonds (a) shall be payable solely from the Pledged Receipts, including, without limitation, the Balances of the Special Funds, and any other funds and moneys which may be subjected to the pledge of the Indenture by subsequent action of the Issuing Authority and (b) shall, as to each series of Series 2001 Bonds, be equally and ratably secured solely by the Indenture constituting a first pledge of the Pledged Receipts, including, without limitation, the Balances of the Special Funds; provided, however, that nothing herein or in the Indenture shall prevent payment of the principal of and interest and any premium on a series of Additional Bonds from (y) being otherwise secured and payable from sources and by property and instruments (other than the Pledged Receipts) not applicable to the Series 2001 Bonds or (z) not being secured or payable from sources or by property or instruments (other than the Pledged Receipts) applicable to the Series 2001 Bonds or one or more other series of Additional Bonds.

The Series 2001 Bonds shall be limited obligations of the State. The Holders and owners of the Series 2001 Bonds shall have no right to have taxes levied by the General Assembly of the State, or to have any moneys other than Pledged Receipts obligated or pledged, and any moneys other than Pledged Receipts shall not be obligated or pledged, for the payment of the principal of and

interest and any premium on the Series 2001 Bonds. The Series 2001 Bonds are not debts of the State; the principal of and interest and any premium on the Series 2001 Bonds are payable solely from the revenues and funds pledged as Pledged Receipts for their payment; and the right of such Holders and owners to payment of the principal of and interest and any premium on the Series 2001 Bonds is limited to Pledged Receipts as provided in the Bond Proceedings. Each Series 2001 Bond shall bear on its face a statement to that effect. No money of the State, including money from the General Revenue Fund of the State, shall be appropriated, obligated, or used to pay the principal of and interest and any premium on the Series 2001 Bonds other than Pledged Receipts.

SECTION 9. Tax Compliance Covenants of the Issuing Authority. The Issuing Authority covenants that it will use, and will restrict the use and investment of, and will take such actions as are reasonably necessary to require the Trustee in its capacity as Trustee and the Administrator to use, and to restrict the use and investment of, the proceeds of the Series 2001 Bonds in such manner and to such extent, if any, as may be necessary, after taking into reasonable expectations at the time of delivery of and payment for the Series 2001 Bonds, so that the Series 2001 Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code. To that end the Issuing Authority shall, alone or with any other officer, agent, or employee of or consultant to the Issuing Authority, give an appropriate certificate of the Issuing Authority for inclusion in the transcript of proceedings for the Series 2001 Bonds, setting forth the reasonable expectations of the Issuing Authority regarding the amount and use of all the proceeds of the Series 2001 Bonds and the facts, estimates and circumstances on which those expectations are based, and other facts and circumstances relevant to the tax treatment of interest on the Series 2001 Bonds.

The Issuing Authority further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Series 2001 Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken or omit to take any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2001 Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely and adequate rebate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, all in such manner and to the extent necessary to assure that exclusion of that interest under the Internal Revenue Code.

The Issuing Authority has, or will have, prior to delivery of Series 2001 Bonds, (i) satisfied the public approval requirement of Section 147(f) of the Internal Revenue Code and (ii) received an allotment for the Series 2001 Bonds of the State's volume cap carryover allocation from the calendar year 2000 pursuant to Section 146 of the Internal Revenue Code.

SECTION 10. Continuing Disclosure. The Issuing Authority shall execute the Series 2001 Continuing Disclosure Agreement setting forth the Issuing Authority's undertaking to provide annual information and notices of certain events for the benefit of the Holders and to assist the Original Purchaser in complying with SEC Rule 15c2-12(b)(5). The Issuing Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Series 2001 Continuing Disclosure Agreement; *provided, however, that* failure of the Issuing Authority to comply with the Series 2001 Continuing Disclosure Agreement shall not be or be deemed to be a failure or an Event of Default under the Indenture; *provided, further, however, that* any Holder may take such actions as may be necessary and appropriate to cause the Issuing Authority to comply with its obligations under this Section 10 and the Series 2001 Continuing Disclosure Agreement.

SECTION 11. Execution of Bond Purchase Agreement. Subject to the terms hereof, the Issuing Authority shall execute the Bond Purchase Agreement. The Bond Purchase Agreement shall be in such form as shall be approved by the Issuing Authority, such approval to be conclusively evidenced by the execution thereof. The Issuing Authority shall execute such other

documents, certifications, financing statements, assignments and instruments as are, in the opinion of Issuing Authority, necessary or appropriate to consummate the transactions contemplated by this Series Bond Order, including the Bond Purchase Agreement and the Indenture.

SECTION 12. Official Statement. The Issuing Authority has prepared a preliminary official statement (the "Preliminary Official Statement"), dated February 23, 2001, relating to the original issuance of the Series 2001 Bonds, and the use and distribution of the Preliminary Official Statement by the Original Purchaser is hereby approved and ratified by the Issuing Authority. The Issuing Authority shall certify to the Original Purchaser that the Preliminary Official Statement was a "deemed final" official statement (except for permitted omissions) as of its date for purposes of SEC Rule 15c2-12(b)(1). The Issuing Authority shall, in his official capacity, complete the Preliminary Official Statement (as completed, the "Final Official Statement") with such modifications, changes and supplements as he shall approve or authorize for the purpose of determining and certifying that the Final Official Statement is a final official statement for purposes of SEC Rule 15c2-12(b)(3) and (4).

The Issuing Authority is further authorized to use and distribute, or authorize the use and distribution of, the final Official Statement and supplements thereto in connection with the original issuance of the Series 2001 Bonds as may, in his judgment, be necessary or appropriate. The Issuing Authority is also authorized to execute and deliver, in his official capacity, such certificates in connection with the accuracy of the final Official Statement and any amendment thereto as may, in his judgment, be necessary or appropriate.

SECTION 13. Notice to Director of Budget and Management. Pursuant to Section 126.11(A), Revised Code, the Issuing Authority shall submit to the Director of Budget and Management of the State projections of the approximate sale dates and amounts and types of the Series 2001 Bonds to be sold under this Series Bond Order, the General Bond Order and the Indenture.

SECTION 14. Compliance with Legal Requirements. It is found and determined that all formal actions of the Issuing Authority concerning and relating to the adoption of this Series Bond Order were adopted in compliance with all legal requirements.

SECTION 15. Effective Date. This Series Bond Order shall take effect and be in force immediately upon its adoption.

Whereupon this Series Bond Order is declared issued this 28th day of February, 2001.

/s/ Joseph T. Deters
Joseph T. Deters
Treasurer, State of Ohio

WHEREAS, the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee have previously executed and delivered the First Supplemental Indenture, amending and supplementing the Original Indenture, under which the Issuing Authority issued State of Ohio Student Loan Senior Revenue Bonds, Series 2002A, including, without limitation, Series 2002A-1 and Series 2002A-2, originally issued in the aggregate principal amount of \$55,000,000 (the "Series 2002A Senior Bonds"), and the State of Ohio Student Loan Subordinated Revenue Bonds, Series 2002B, originally issued in the aggregate principal amount of \$10,000,000 (collectively with the Series 2002A Senior Bonds, the "Series 2002 Bonds"); and

WHEREAS, the Series Bond Order authorizing the issuance of the Series 2002 Bonds is incorporated herein, constitutes an integral part of this Indenture and provides as follows:

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SERIES BOND ORDER

PROVIDING FOR THE ISSUANCE AND SALE OF \$65,000,000 AGGREGATE PRINCIPAL AMOUNT OF STATE OF OHIO STUDENT LOAN REVENUE BONDS, SERIES 2002 (OHIO CENTRIC STUDENT LOAN PROGRAM) IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3366.01 THROUGH SECTION 3366.04, INCLUSIVE, OF THE REVISED CODE OF OHIO TO MAKE THE PROCEEDS OF SUCH BONDS AVAILABLE TO THE ADMINISTRATOR FOR THE PURPOSE, AMONG OTHER THINGS, OF ACQUIRING STUDENT LOANS, DIRECTLY OR INDIRECTLY THROUGH THE ELIGIBLE LENDER TRUSTEE, ON BEHALF OF THE STATE IN CONNECTION WITH THE OHIO CENTRIC STUDENT LOAN PROGRAM, AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL INDENTURE IN CONNECTION THEREWITH AND AUTHORIZING AND PROVIDING FOR RELATED MATTERS.

WHEREAS, by and pursuant to the Act, particularly Section 3366.04(A), Revised Code, the Issuing Authority may issue Obligations of the State of Ohio to make the proceeds of such Obligations available to the Administrator for the purpose of (i) acquiring, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State in connection with one or more programs established under the Act, (ii) capitalizing interest on such Obligations, (iii) funding reserves with respect thereto and (iv) paying costs and expenses incurred in connection with the issuance, carrying, securing, paying, redeeming, or retirement of such Obligations; and

WHEREAS, in order to make provision for the Administrator to acquire, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State and to provide for the administration of such Student Loans, the Issuing Authority, the Director of Development and the Administrator, pursuant to Section 3366.03(B), Revised Code, entered into the Original Administration Agreement, as thereafter amended in the Amended Administration Agreement; and

WHEREAS, the Issuing Authority, by the General Bond Order, dated February 28, 2001 (as amended and supplemented from time to time, the "General Bond Order"), to be included in the Indenture whose execution and delivery is authorized therein, has provided for the issuance from time to time in series of such Obligations in the form of the Bonds, with each series of Bonds to be authorized by a Series Bond Order; and

WHEREAS, pursuant to Section 3366.04(C), Revised Code, the Issuing Authority has heretofore issued \$39,400,000 aggregate principal amount of Bonds, designated Series 2001 (Ohio Centric Student Loan Program) (the "Series 2001 Bonds"), consisting of and further designated \$35,450,000 Student Loan Senior Revenue Bonds, Series 2001A (the "Series 2001A Senior Bonds") and \$3,950,000 Student Loan Subordinated Revenue Bonds, Series 2001B (the "Series 2001B Subordinated Bonds") and provided the security and source of payment therefor by a Series Bond Order authorizing the issuance thereof and by the Indenture of Trust, dated as of March 1, 2001, among the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee; and

WHEREAS, pursuant to Section 3366.04(C), Revised Code, the Issuing Authority has heretofore received a written request from the Administrator, approved by the Director of Development, now requesting authorization for and issuance of a series of such Bonds in the form of the Series 2002 Bonds, in two subseries, in accordance with the provisions of Section 3366.04, Revised Code, for the purposes set forth in Section 4 of this Series Bond Order; and

WHEREAS, pursuant to the foregoing and for the purposes set forth in Section 4 of this Series Bond Order, the Issuing Authority has determined to issue under and pursuant to the Original

Indenture \$65,000,000 aggregate principal amount of Bonds, to be designated Series 2002 (Ohio Centric Student Loan Program), consisting of and further designated \$55,000,000 Student Loan Senior Revenue Bonds, Series 2002A (including Series 2002A-1 and Series 2002A-2) and \$10,000,000 Student Loan Subordinated Revenue Bonds, Series 2002B, and to provide the security and source of payment therefor by this Series Bond Order and the execution and delivery of the Supplemental Indenture Number One, dated as of December 1, 2002, among the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee;

NOW, THEREFORE, BE IT ORDERED by the Treasurer of the State of Ohio, as the Issuing Authority:

SECTION 1. Definitions and General Provisions. When used in this Series Bond Order (including its preambles and title) and in the Indenture from and after the effective date of this Series Bond Order and in addition to the words and terms defined elsewhere in this Series Bond Order, in the General Bond Order and in the Original Indenture, the following words and terms shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent:

“Acquisition Account/2002” shall mean the Student Loan Acquisition Account/2002 of the Acquisition Fund created and established in Section 6 hereof as a Series Acquisition Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

“Additional Bonds” shall mean a series of Bonds issued subsequent to the Series 2002 Bonds.

“Administration Account/2002” shall mean the Student Loan Administration Account/2002 of the Services Fund created and established in Section 6 hereof as a Series Administration Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

“Amended Administration Agreement” shall mean the Second Amended Administration Agreement, dated December 23, 2002, among the Issuing Authority, the Director of Development of the State and the Administrator, as amended and supplemented from time to time.

“Authorized Denomination” shall mean, with respect to the Series 2002 Bonds, the denominations authorized in the First Supplemental Indenture.

“Authorized Public Official” shall mean any employee of the Issuing Authority authorized by or pursuant to a writing of the Issuing Authority to perform the act or sign the document in question.

“Bond Purchase Agreement (2002)” for purposes of this Series Bond Order shall mean the Bond Purchase Agreement between the Issuing Authority and the Original Purchaser, relating to the purchase and sale of the Series 2002 Bonds.

“Closing Date” shall mean, with respect to the Series 2002 Bonds, December 23, 2002.

“Costs of Issuance Account/2002” shall mean the Student Loan Costs of Issuance Account/2002 of the Services Fund created and established in Section 6 hereof as a Series Cost of Issuance Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

“Escrow Interest Account/2002” shall mean the Student Loan Escrow Interest Account/2002 of the Escrow Interest Fund created and established in Section 6 hereof as a Series

Student Loan Escrow Interest Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Excess Surplus Account/2002" shall mean the Student Loan Excess Surplus Account/2002 of the Bond Fund created and established in Section 6 hereof as a Series Student Loan Excess Surplus Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"First Supplemental Indenture" shall mean Supplemental Indenture Number One, dated as of December 1, 2002, among the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee, supplementing and amending the Original Indenture, as the same may be amended or supplemented from time to time.

"Interest Payment Date" shall mean with respect to the Series 2002 Bonds, (i) each March 1 and September 1, commencing March 1, 2003, while the Series 2002 Bonds are Outstanding, (ii) a Conversion Date and (iii) any date on which principal of the Series 2002 Bonds is paid, but solely with respect to the principal being paid on such date if such date is not a March 1 or September 1, whether at maturity or pursuant to optional or mandatory redemption.

"Maturity Date" shall mean with respect to each series of the Series 2002 Bonds, September 1, 2037.

"Official Statement" shall mean, with respect to the Series 2002 Bonds, the Official Statement, dated such date as may be agreed upon by the Original Purchaser and the Issuing Authority, pertaining to the issuance and sale of the Series 2002 Bonds, as supplemented, if at all.

"Ohio Scholarship and Fellowship Account/2002" shall mean the Student Loan Ohio Scholarship and Priority Needs Fellowship Account/2002 of the Bond Fund created and established in Section 6 hereof as a Series Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Original Administration Agreement" shall mean the Administration Agreement, as such term was defined in the Original Indenture, but prior to any amendment thereof.

"Original Indenture" shall mean the Indenture of Trust, dated as of March 1, 2001, among the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee.

"Original Purchaser" shall mean, collectively, UBS PaineWebber Inc., on behalf of itself and as representative of RBC Dain Rauscher Inc.

"Portfolio Account/2002" shall mean the Student Loan Portfolio Account/2002 of the Portfolio Fund created and established in Section 6 hereof as a Series Student Loan Portfolio Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Program Expense Account/2002" shall mean the Student Loan Program Expense Account/2002 of the Services Fund created and established in Section 6 hereof as a Series Program Expense Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Rating Confirmation" shall mean a written confirmation from each Rating Agency rating the Bonds, or any series thereof, rendered at the time that an action requiring such a Confirmation is proposed to be taken that the taking of the action will not adversely affect the rating of each such Rating Agency on any Outstanding Bonds or an Outstanding series of Bonds. Solely for purposes

of this definition, to "adversely affect" when applied to a rating on a Bond shall mean to reduce, suspend or withdraw such rating.

"Rebate Account/2002" shall mean the Student Loan Rebate Account/2002 of the Rebate Fund created and established in Section 6 hereof as a Series Student Loan Rebate Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Reserve Account/2002" shall mean the Student Loan Reserve Account/2002 of the Reserve Fund created and established in Section 6 hereof as a Series Student Loan Reserve Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Senior Interest Account/2002A" shall mean the Senior Interest Account/2002A of the Bond Fund created and established in Section 6 hereof as a Series Senior Interest Account for the Series 2002A Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Senior Redemption Account/2002A" shall mean the Senior Redemption Account/2002A of the Bond Fund created and established in Section 6 hereof as a Series Senior Redemption Account for the Series 2002A Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Series Account" with respect to the Series 2002 Bonds or a series thereof, shall mean an Account established by this Series Bond Order, the use of which under the Indenture is related primarily to the Series 2002 Bonds and whose designation includes as a suffix "2002" or "2002A" or "2002B" when related to the Series 2002 Bonds, the Series 2002A Senior Bonds or the Series 2002B Subordinated Bonds, respectively, as the case may be.

"Series Bond Order" shall mean, with respect to the Series 2002 Bonds, this Series Bond Order.

"Series 2002 Bonds" shall mean, collectively, the Series 2002A Senior Bonds and the Series 2002B Subordinated Bonds.

"Series 2002 Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement, dated as of December 1, 2002, among the Issuing Authority, the Administrator and the Trustee, as originally executed and as may be amended from time to time in accordance with the terms thereof.

"Series 2002A Senior Bonds" shall mean, collectively, the Series 2002A-1 Senior Bonds and the Series 2002A-2 Senior Bonds.

"Series 2002A-1 Senior Bonds" shall mean the State of Ohio Student Loan Senior Revenue Bonds, Series 2002A-1, issued pursuant to and under this Series Bond Order, the General Bond Order, the Original Indenture and the First Supplemental Indenture in the initial principal amount of \$30,000,000.

"Series 2002A-2 Senior Bonds" shall mean the State of Ohio Student Loan Senior Revenue Bonds, Series 2002A-2, issued pursuant to and under this Series Bond Order, the General Bond Order, the Original Indenture and the First Supplemental Indenture in the initial principal amount of \$25,000,000.

"Series 2002B Subordinated Bonds" shall mean the State of Ohio Student Loan Subordinated Revenue Bonds, Series 2002B, issued pursuant to and under this Series Bond Order, the General Bond Order, the Original Indenture and the First Supplemental Indenture in the initial principal amount of \$10,000,000.

"Student Loan Interest Account/2002" shall mean the Student Loan Interest Account/2002 of the Revenue Fund created and established in Section 6 hereof as a Series Student Loan Interest Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Student Loan Principal Account/2002" shall mean the Student Loan Principal Account/2002 of the Revenue Fund created and established in Section 6 hereof as a Series Student Loan Principal Account for the Series 2002 Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Subordinated Interest Account/2002B" shall mean the Subordinated Interest Account/2002B of the Bond Fund created and established in Section 6 hereof as a Series Subordinated Interest Account for the Series 2002B Bonds, including any Subaccounts in that Account as may hereafter be provided for.

"Subordinated Redemption Account/2002B" shall mean the Subordinated Redemption Account/2002B of the Bond Fund created and established in Section 6 hereof as a Series Subordinated Redemption Account for the Series 2002B Bonds, including any Subaccounts in that Account as may hereafter be provided for.

Any reference herein to the State, the Issuing Authority or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State or the Act, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time duly amended, modified, supplemented, or superseded; provided, that no such amendment, modification, supplementation or supersession shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights or obligations of the State, the Issuing Authority, the Holders or the Trustee, under this Series Bond Order, the Indenture or any other document executed in connection with any of the foregoing, including, without limitation, any alteration of the obligation to pay the principal of and interest on the Bonds in the amount and manner, at the time, and from the sources provided in this Series Bond Order or in the Indenture, except as otherwise herein permitted.

Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms, refer to this Series Bond Order and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the effective date of this Series Bond Order.

SECTION 2. Amendment of Certain Definitions in the General Bond Order. The definitions of "Eligible Lender" and "Student Loan" set forth in the General Bond Order are hereby amended by deleting such definitions in their entirety and by substituting in lieu thereof the following definitions:

"Eligible Lender" for purposes of the General Bond Order and each Series Bond Order other than the Series 2001 Bond Order shall mean (i) with respect to Federal Education Loans (as defined in the First Supplemental Indenture), an eligible lender as defined in Section 3366.01(I) of the Revised Code, which, at the date of the issuance and for purposes of this General Bond Order, is defined therein as any person that is permitted to make loans under the Federal Family Education Loan Program authorized under Title IV, Part B, of the Higher

Education Act that has an office in the State and that satisfies the criteria for Eligible Lenders established pursuant to the Policy Guidelines and (ii) with respect to Nonfederal Education Loans (as defined in the First Supplemental Indenture), a bank, national banking association, savings bank, savings and loan association, or credit union having an office in the State that satisfies the criteria for Eligible Lenders established pursuant to the Policy Guidelines.”

“Student Loan” for purposes of the General Bond Order and each Series Bond Order other than the Series 2001 Bond Order shall have the meaning given to such term in the First Supplemental Indenture.”

SECTION 3. Authority. This Series Bond Order is given pursuant to the General Bond Order, the Indenture and the Act.

SECTION 4. Determinations of the Issuing Authority. The Issuing Authority hereby determines that the conditions stated in numbered subparagraphs (1) through (7), inclusive, of Section 4 of the General Bond Order are or will be satisfied at the time of delivery of the Series 2002 Bonds. The Issuing Authority or Authorized Public Official shall confirm these findings by a certificate in form satisfactory to and to be filed with the Trustee immediately prior to delivery of the Series 2002 Bonds.

The Issuing Authority further determines that (a) the Series 2002 Bonds shall be issued to make the proceeds of such Series 2002 Bonds available to the Administrator for the purpose, among other things, of acquiring, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State in connection with the Ohio Centric Student Loan Program, as provided in Section 3366.04, Revised Code; (b) the Series 2002 Bonds shall constitute Obligations within the meaning of the Act; (c) the issuance of the Series 2002 Bonds is in the best interests of the State; (d) the Series 2002 Bonds shall be issued in accordance with the provisions of the Act pertaining to the issuance of Obligations; and (e) all of the Bond Proceedings relating to the Series 2002 Bonds shall be in compliance with law.

The Issuing Authority further determines that to promote the public purposes set forth above, it is appropriate and desirable to (a) authorize the issuance of and to issue the Series 2002 Bonds, in two subseries in an aggregate principal amount of \$65,000,000, (b) secure the payment of the principal of, and interest and any premium on, the Series 2002 Bonds by the Indenture, (c) provide sufficient money to pay the Series 2002 Bonds in accordance with and pursuant to the terms of the Series 2002 Bonds, the Indenture and the Act, (d) determine and fix herein, or to the extent provided herein in the First Supplemental Indenture, the terms of the Series 2002 Bonds, including, without limitation, the aggregate principal amount, the interest rates, the Interest Payment Dates, the maturity dates, the redemption provisions, the amount of the proceeds from the sale of the Series 2002 Bonds to be deposited in the Acquisition Account/2002 of the Acquisition Fund and the other related Series Accounts of the Special Funds, the purchase price of the Series 2002 Bonds and other terms and provisions pertaining to the Series 2002 Bonds, (e) sell the Series 2002 Bonds pursuant to this Series Bond Order, a Series Order of Award, if necessary or appropriate, and the Bond Purchase Agreement (2002), and (f) execute the First Supplemental Indenture, the Bond Purchase Agreement (2002), Series 2002 Continuing Disclosure Agreement and such other documents, certificates, or instruments and to take such other actions as are deemed necessary or appropriate to consummate the transactions contemplated hereby.

SECTION 5. Authorization, Designation, Purpose and Other Terms of the Series 2002 Bonds.

(a) Authorization, Designation and Purpose. Subject to satisfaction of the conditions set forth in this Series Bond Order and in the General Bond Order, the Issuing

Authority shall issue, sell at private sale and deliver to the Original Purchaser, as provided and authorized herein and in the Indenture and pursuant to the Act, the Series 2002 Bonds which shall be sold in two series, which shall be designated the "State of Ohio Student Loan Senior Revenue Bonds, Series 2002A (including Series 2002A-1 and Series 2002A-2) (Ohio Centric Student Loan Program)" (collectively, the "Series 2002A Senior Bonds" and individually by subseries, the "Series 2002A-1 Senior Bonds" and the "Series 2002A-2 Senior Bonds") and the "State of Ohio Student Loan Subordinated Revenue Bonds, Series 2002B (Ohio Centric Student Loan Program)" (the "Series 2002B Subordinated Bonds" and collectively with the Series 2002A Senior Bonds, the "Series 2002 Bonds"). The Series 2002A-1 Senior Bonds shall be issued in the original principal amount of \$30,000,000, the Series 2002A-2 Senior Bonds shall be issued in the original principal amount of \$25,000,000 and the Series 2002B Subordinated Bonds shall be issued in the original principal amount of \$10,000,000. The Series 2002 Bonds are being issued to make the proceeds of such Series 2002 Bonds available to the Administrator for the purpose of (i) acquiring, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State in connection with the Ohio Centric Student Loan Program; (ii) funding the Reserve Account/2002; and (iii) providing for the payment of Financing Costs with respect to the issuance of the Series 2002 Bonds.

(b) Form, Denominations and Date. The Series 2002 Bonds shall be issued in fully registered form, without coupons; shall express on their faces or otherwise the purpose for which they were issued, as provided in this Section 5 and other statements or legends as may be required by the Act or the General Bond Order, that they are issued pursuant to the Act and this Series Bond Order, and otherwise shall be substantially in the applicable form set forth in the Indenture; shall be negotiable instruments in accordance with the Act, subject to registration and issuance in Book-Entry Form as provided in this Section 5; shall be numbered as directed by the Issuing Authority in such manner as to distinguish each Series 2002 Bond from any other Series 2002 Bond; and shall be issued in Authorized Denominations. The Series 2002 Bonds shall be dated their date of delivery to the Original Purchaser, which date shall be the Closing Date. The Series 2002 Bonds shall bear interest from the most recent date to which interest has been paid or provided for, or if no interest has been paid or provided for, from their date. Interest on the Series 2002 Bonds shall be payable on the Interest Payment Dates.

The Series 2002 Bonds shall be issued only to a Depository for holding in a Book-Entry System, shall be registered in the name of the depository or its nominee, as a registered owner, and immobilized in the custody of the Depository and shall otherwise comply with the provisions of Section 2.2 of the Indenture with respect to Bonds issued under a Book-Entry System. Except as provided in Section 2.2 of the Indenture, there shall be a single Bond for each maturity of each subseries of the Series 2002 Bonds.

(c) Interest Rates and Principal Maturities. The Series 2002A Senior Bonds and the Series 2002B Subordinate Bonds shall be initially issued as Variable Rate Bonds bearing interest at an Auction Rate for an Auction Period. The Series 2002A Senior Bonds and the Series 2002B Subordinated Bonds shall each mature on their respective Maturity Dates. Each series of the Series 2002 Bonds shall bear the respective initial interest rates set forth in the Bond Purchase Agreement (2002). The Initial Auction Rate Determination Date for the Series 2002A-1 Senior Bonds shall be the date so designated and set forth in Schedule I to the First Supplemental Indenture. The Initial Auction Rate Determination Date for the Series 2002B Subordinated Bonds shall be the date so designated and set forth in Schedule I to the First Supplemental Indenture. The Initial Rate Adjustment Date for the Series 2002A-1 Senior Bonds shall be the date so designated and set forth in Schedule I to the First Supplemental Indenture. The Initial Rate Adjustment Date for the Series 2002B Subordinated Bonds shall be the date so designated and set forth in Schedule I to the First

Supplemental Indenture. The Initial Auction Rate Determination Date for the Series 2002A-2 Senior Bonds shall be the date so designated and set forth in Schedule I to the First Supplemental Indenture. The Initial Rate Adjustment Date for the Series 2002A-2 Senior Bonds shall be the date so designated and set forth in Schedule I to the First Supplemental Indenture.

(d) Redemption. The Series 2002 Bonds shall be subject to optional and mandatory redemption as provided for in Section 3 of the First Supplemental Indenture.

SECTION 6. Creation of Series Accounts related to the Series 2002 Bonds. There is hereby created and established within the Special Funds that have been created and established in the General Bond Order the following Accounts designated as Series Accounts related to the Series 2002 Bonds:

- (1) within the Acquisition Fund, the Acquisition Account/2002;
- (2) within the Reserve Fund, the Reserve Account/2002;
- (3) within the Revenue Fund, the Student Loan Principal Account/2002 and the Student Loan Interest Account/2002;
- (4) within the Portfolio Fund, the Portfolio Account/2002;
- (5) within the Bond Fund, the Senior Redemption Account/2002A, the Subordinated Redemption Account/2002B, the Senior Interest Account/2002A, the Subordinated Interest Account/2002B and the Ohio Scholarship and Fellowship Account/2002; and
- (6) within the Services Fund, the Administration Account/2002, the Program Expense Account/2002 and the Costs of Issuance Account/2002.

There is further hereby created and established the following Accounts designated as Series Accounts related to the Series 2002 Bonds:

- (1) within the Rebate Fund the Rebate Account/2002; and
- (2) within the Escrow Interest Fund, the Escrow Interest Account/2002.

Except as may be otherwise provided in this Series Bond Order, the Balances of the Series Accounts created and established in this Section 6 shall be held and applied by the Trustee as provided for in the Indenture.

SECTION 7. Allocation of Proceeds of the Series 2002 Bonds. The proceeds from the sale of the Series 2002 Bonds (net of the discount retained by the Original Purchaser as its compensation for purchasing and distributing the Series 2002 Bonds) shall be received by the Trustee and allocated and deposited as follows:

- (1) \$500,000 to the Costs of Issuance Account/2002 in the Services Fund;
- (2) \$650,000 to the Reserve Account/2002 in the Reserve Fund; and
- (3) \$63,586,500 to the Acquisition Account/2002 in the Acquisition Fund.

SECTION 8. Sale of the Series 2002 Bonds. The Series 2002 Bonds shall be sold and awarded to the Original Purchaser in accordance with the Bond Purchase Agreement (2002) at the

purchase price set forth in the Bond Purchase Agreement (2002), which purchase price shall not be less than 98% of the aggregate principal amount of the Series 2002 Bonds. The Issuing Authority shall make the necessary arrangements with the Original Purchaser to establish the date, location, procedures and conditions for the delivery of the Series 2002 Bonds to the Original Purchaser and shall take all steps necessary to effect the due execution, authentication and delivery to the Original Purchaser of the Series 2002 Bonds under the terms of this Series Bond Order and the Bond Purchase Agreement (2002). It is hereby determined that provision for the purchase price and the terms of the Series 2002 Bonds and the sale thereof, all as provided in this Series Bond Order, the related Series Order of Award, if any, and the Bond Purchase Agreement (2002), are in the best interests of the State, are consistent with all legal requirements and promote the public purposes of the Act.

SECTION 9. Security and Sources of Payment for the Series 2002 Bonds. To the extent provided herein, in the First Supplemental Indenture and in the Original Indenture, and except as otherwise permitted by this Series Bond Order, the General Bond Order and the Original Indenture, the principal of and interest and any premium on the Series 2002 Bonds, together with the principal of and interest and any premium on any other series of Bonds Outstanding, but only to the extent so provided for in the Original Indenture or a Supplemental Indenture related to such series of Bonds, (a) shall be payable solely from the Pledged Receipts, including, without limitation, the Balances of the Special Funds, and any other funds and moneys which may be subjected to the pledge of the Indenture by subsequent action of the Issuing Authority and (b) shall, as to each series of Series 2002 Bonds, except as otherwise provided herein or in the Original Indenture, be equally and ratably secured solely by the Indenture constituting a first pledge of the Pledged Receipts, including, without limitation, the Balances of the Special Funds; provided, however, that nothing herein or in the Indenture shall prevent payment of the principal of and interest and any premium on a series of Additional Bonds from (y) being otherwise secured and payable from sources and by property and instruments (other than the Pledged Receipts) not applicable to the Series 2002 Bonds or (z) not being secured or payable from sources or by property or instruments (other than the Pledged Receipts) applicable to the Series 2002 Bonds or one or more other series of Additional Bonds.

The Series 2002 Bonds shall be limited obligations of the State. The Holders and owners of the Series 2002 Bonds shall have no right to have taxes levied by the General Assembly of the State, or to have any moneys other than Pledged Receipts obligated or pledged, and any moneys other than Pledged Receipts shall not be obligated or pledged, for the payment of the principal of and interest and any premium on the Series 2002 Bonds. The Series 2002 Bonds are not debts of the State; the principal of and interest and any premium on the Series 2002 Bonds are payable solely from the revenues and funds pledged as Pledged Receipts for their payment; and the right of such Holders and owners to payment of the principal of and interest and any premium on the Series 2002 Bonds is limited to Pledged Receipts as provided in the Bond Proceedings. Each Series 2002 Bond shall bear on its face a statement to that effect. No money of the State, including money from the General Revenue Fund of the State, shall be appropriated, obligated, or used to pay the principal of and interest and any premium on the Series 2002 Bonds other than Pledged Receipts.

For purposes of and pursuant to Section 3366.04(C) of the Revised Code and the pledge and security interest provided for therein, the Issuing Authority hereby determines that the First Supplemental Indenture shall provide for the pledge of, and the grant of a security interest in, all of the respective rights, title and interests of each of the Issuing Authority, the Administrator and the Eligible Lender Trustee in all of the Pledged Receipts.

SECTION 10. Tax Compliance Covenants of the Issuing Authority. The Issuing Authority covenants that it will use, and will restrict the use and investment of, and will take such actions as are reasonably necessary to require the Trustee in its capacity as Trustee and the Administrator in its capacity as Administrator to use, and to restrict the use and investment of, the proceeds of the Series 2002 Bonds in such manner and to such extent, if any, as may be necessary, after taking into

account its reasonable expectations at the time of delivery of and payment for the Series 2002 Bonds, so that the Series 2002 Bonds will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code. To that end the Issuing Authority shall, alone or with any other officer, agent, or employee of or consultant to the Issuing Authority, give an appropriate certificate of the Issuing Authority for inclusion in the transcript of proceedings for the Series 2002 Bonds, setting forth the reasonable expectations of the Issuing Authority regarding the amount and use of all the proceeds of the Series 2002 Bonds and the facts, estimates and circumstances on which those expectations are based, and other facts and circumstances relevant to the tax treatment of interest on the Series 2002 Bonds.

The Issuing Authority further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Series 2002 Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken or omit to take any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Series 2002 Bonds to the governmental purposes of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely and adequate rebate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of those proceeds, all in such manner and to the extent necessary to assure that exclusion of that interest under the Internal Revenue Code.

The Issuing Authority has, or will have, prior to delivery of Series 2002 Bonds, (i) satisfied the public approval requirement of Section 147(f) of the Internal Revenue Code and (ii) received an allotment for the Series 2002 Bonds of the State's volume cap allocation from the calendar year 2002 pursuant to Section 146 of the Internal Revenue Code.

SECTION 11. Continuing Disclosure. The Issuing Authority shall execute the Series 2002 Continuing Disclosure Agreement setting forth the Issuing Authority's undertaking to provide annual information and notices of certain events for the benefit of the Holders and to assist the Original Purchaser in complying with SEC Rule 15c2-12(b)(5). The Issuing Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Series 2002 Continuing Disclosure Agreement; *provided, however, that* failure of the Issuing Authority to comply with the Series 2002 Continuing Disclosure Agreement shall not be or be deemed to be a failure or an Event of Default under the Indenture; *provided, further, however, that* any Holder may take such actions as may be necessary and appropriate to cause the Issuing Authority to comply with its obligations under this Section 11 and the Series 2002 Continuing Disclosure Agreement.

SECTION 12. Execution of Bond Purchase Agreement (2002). Subject to the terms hereof, the Issuing Authority shall execute the Bond Purchase Agreement (2002). The Bond Purchase Agreement (2002) shall be in such form as shall be approved by the Issuing Authority, such approval to be conclusively evidenced by the execution thereof. The Issuing Authority shall execute such other documents, certifications, financing statements, assignments and instruments as are, in the opinion of Issuing Authority, necessary or appropriate to consummate the transactions contemplated by this Series Bond Order, including the Bond Purchase Agreement (2002) and the Indenture.

SECTION 13. Official Statement. In connection with the issuance and sale of the Series 2002 Bonds authorized herein, the Issuing Authority authorizes and directs the preparation, use and distribution of an official statement for the Series 2002 Bonds (the "Official Statement"). The Issuing Authority hereby authorizes and directs the execution, by the Issuing Authority in his official capacity or, in lieu thereof, by a duly authorized deputy of the Issuing Authority in such deputy's official capacity, and delivery of the Official Statement and any amendments or supplements thereto as may, in the sole discretion of either of such parties, be necessary or

appropriate and the execution and delivery of certificates related thereto, including, without limitation, certificates relating to the accuracy of the Official Statement.

SECTION 14. Notice to Director of Budget and Management. Pursuant to Section 126.11(A), Revised Code, the Issuing Authority shall submit to the Director of Budget and Management of the State projections of the approximate sale dates and amounts and types of the Series 2002 Bonds to be sold under this Series Bond Order, the General Bond Order and the Indenture.

SECTION 15. Compliance with Legal Requirements. It is found and determined that all formal actions of the Issuing Authority concerning and relating to the adoption of this Series Bond Order were adopted in compliance with all legal requirements.

SECTION 16. Effective Date. This Series Bond Order shall take effect and be in force immediately upon its adoption.

Whereupon this Series Bond Order is declared issued this 16th day of December, 2002.

/s/ Joseph T. Deters
Joseph T. Deters
Treasurer, State of Ohio

WHEREAS, the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee have previously executed and delivered the Second Supplemental Indenture, amending and supplementing the Original Indenture and the First Supplemental Indenture, under which Second Supplemental Indenture the Issuing Authority executed and delivered the Senior Exchange Agreement [2004] and covenanted that if the Senior Exchange Agreement [2004] Insurance Policy and the Municipal Bond Insurance Policy (collectively, the "Policies") were not delivered and effective on or prior to the Closing Date of the execution and delivery of the Senior Exchange Agreement [2004], the Issuing Authority will use its best efforts to obtain such Policies as soon as possible after the Closing Date, and that the Issuing Authority will not take any action, and directed the Administrator to take no action, that would increase the notional amount of the Senior Exchange Agreement [2004] from the notional amount as of the Closing Date until such Policies have been delivered and are effective; and

WHEREAS, the Issuing Authority, having heretofore authorized in an Ancillary Order duly issued on December 20, 2004 (the "Ancillary Order [2004]") obtaining the Policies and executing and delivering a Supplemental Indenture in connection therewith, hereby ratifies and confirms the issuance of the Ancillary Order [2004], which Ancillary Order [2004] is incorporated herein constitutes an integral part of this Indenture and provides as follows:

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ANCILLARY ORDER

PROVIDING FOR THE EXECUTION AND DELIVERY OF AN INTEREST RATE EXCHANGE AGREEMENT RELATING TO \$30,000,000 ORIGINAL PRINCIPAL AMOUNT OF STATE OF OHIO STUDENT LOAN REVENUE BONDS, SENIOR SERIES 2002A-1, \$25,000,000 ORIGINAL PRINCIPAL AMOUNT OF STATE OF OHIO STUDENT LOAN REVENUE BONDS, SENIOR SERIES 2002A-2 IN ACCORDANCE WITH THE PROVISIONS OF SECTION 3366.04 AND SECTIONS 9.98 THROUGH 9.983, INCLUSIVE, OF THE OHIO REVISED CODE; AND IN CONNECTION THEREWITH AUTHORIZING THE EXECUTION AND DELIVERY OF A SUPPLEMENTAL INDENTURE; AUTHORIZING THE APPLICATION FOR AND OBTAINING OF A FINANCIAL GUARANTY INSURANCE POLICY FOR THE BONDS AND THE INTEREST RATE EXCHANGE AGREEMENT AUTHORIZED HEREIN; AND AUTHORIZING AND PROVIDING FOR RELATED MATTERS.

WHEREAS, by and pursuant to Chapter 3366, Ohio Revised Code (the "Act"), particularly Section 3366.04(A) thereof, the Treasurer of the State of Ohio, as the duly authorized issuing authority (the "Issuing Authority") under the Act, has issued Obligations of the State of Ohio (the "State"), in part consisting of \$30,000,000 original principal amount of State of Ohio Student Loan Revenue Bonds, Senior Series 2002A-1 (the "Series 2002A-1 Bonds"), \$25,000,000 original principal amount of State of Ohio Student Loan Revenue Bonds, Senior Series 2002A-2 (the "Series 2002A-2 Bonds" and collectively with the Series 2002A-1 Bonds, the "Series 2002A Bonds") and \$10,000,000 original principal amount of State of Ohio Student Loan Revenue Bonds, Subordinate Series 2002B (collectively with the Series 2002A Bonds, the "Series 2002 Bonds") for the purpose, among others, of acquiring, directly or indirectly through the Eligible Lender Trustee, Student Loans on behalf of the State, and has secured the Series 2002 Bonds by an Indenture of Trust, dated as of March 1, 2001 (the "Original Indenture"), among the Issuing Authority, KnowledgeWorks Foundation, as administrator (the "Administrator"), and Firststar Bank, National Association (predecessor to U.S. Bank National Association), in its separate capacities of Eligible Lender Trustee and Trustee, each as defined in the Original Indenture, as such Original Indenture has been amended and supplemented by Supplemental Indenture Number One, dated as of December 1, 2002 (the Original Indenture as so amended and supplemented and as hereafter amended and supplemented, the "Indenture"); and

WHEREAS, the Series 2002A Bonds were issued as Variable Rate Bonds bearing interest at an Auction Rate for an Auction Period, the proceeds of which were to be used to acquire Student Loans bearing interest at a variable rate; and

WHEREAS, certain Student Loans that will now be acquired with a portion of the proceeds of the Series 2002A Bonds or the repayments on Student Loans acquired with such proceeds will not bear interest at a variable rate, but will bear interest at a fixed rate (such Student Loans hereinafter referred to as "Fixed Rate Loans"); and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the State to hedge the interest rate risk to the State that would exist when fixed rate assets such as the Fixed Rate Loans are acquired with funds made available through the issuance of variable rate debt such as the Series 2002A Bonds by entering into a Senior Exchange Agreement with an Exchange Counterparty whereby the Issuing Authority will agree to pay to the Exchange Counterparty a fixed rate of interest on a notional amount of principal related to the Outstanding principal amount of the Fixed Rate Loans to be acquired in exchange for the Exchange Counterparty's agreement to pay a variable interest rate based on an index, as agreed to and set

forth in the Senior Exchange Agreement [2004], that is correlated with the variable interest rate on the Series 2002A Bonds; and

WHEREAS, pursuant to Section 3366.04(C) and Sections 9.98 through 9.983, inclusive, Ohio Revised Code, the Issuing Authority is authorized to enter into a Senior Exchange Agreement related to the Series 2002A Bonds for the aforesaid purposes; and

WHEREAS, in connection with the execution and delivery of the Senior Exchange Agreement [2004], the Issuing Authority has determined that it is in the best interests of the State to obtain a financial guaranty insurance policy for each of the Senior Exchange Agreement [2004] and the Bonds Outstanding under the Indenture; and

WHEREAS, pursuant to Section 9.1(12) of the Indenture, the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee, with written confirmation from each Rating Agency then rating the Bonds Outstanding under the Indenture that execution of the Supplemental Indenture will not adversely affect the rating of each such Rating Agency on any Outstanding Bonds, from time to time and at any time and without the consent or concurrence of any Bondholder, may execute a Supplemental Indenture to make the terms and provisions of the Indenture, including the lien and security interest granted therein, applicable to a Senior Exchange Agreement entered into after the execution and delivery of the Indenture;

NOW, THEREFORE, BE IT ORDERED by the Treasurer of the State of Ohio, as the Issuing Authority:

SECTION 1. Definitions and General Provisions. When used in this Ancillary Order (including its preambles and title), and in addition to the words and terms defined elsewhere in this Ancillary Order and in the Indenture, including, without limitation, the General Bond Order and all Series Bond Orders heretofore incorporated therein, the following words and terms shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates another or different meaning or intent:

“Administrator” shall mean KnowledgeWorks Foundation, in its capacity as the administrator under Section 3366.01(E) of the Ohio Revised Code designated under division (F) of Section 3351.07 of the Ohio Revised Code to operate exclusively for charitable and educational purposes by expanding access to higher education financing programs for students and families in need of student financial aid, and any successor nonprofit corporation that is so designated.

“Ancillary Order” shall mean this Ancillary Order of the Issuing Authority providing for the execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture in connection therewith.

“Authorized Public Official” shall mean any employee or deputy of the Issuing Authority authorized by or pursuant to a writing of the Issuing Authority to perform the act or sign the document in question in connection with this Ancillary Order.

“Bond Insurer” shall mean Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance corporation and any successor thereto, or any other issuer of a comparable financial guaranty insurance policy as may be selected by the Issuing Authority in its sole discretion.

“Closing Date” shall mean, with respect to the Senior Exchange Agreement [2004], the date of execution and delivery of the Senior Exchange Agreement [2004] and Second Supplemental Indenture.

“Early Termination” shall mean the termination in whole or in part of a Senior Exchange Agreement prior to such Agreement’s scheduled termination, as further defined and described in such Exchange Agreement.

“Early Termination Payment” shall mean a payment by the Issuing Authority upon the occurrence of an Early Termination pursuant to the terms of a Senior Exchange Agreement.

“Eligible Lender Trust Agreement” shall mean the Eligible Lender Trust Agreement, dated as of March 1, 2001, by and between the Issuing Authority and Firststar Bank, National Association (predecessor to U.S. Bank National Association), as the Eligible Lender Trustee.

“Eligible Lender Trustee” shall mean U.S. Bank National Association, solely in its capacity as the legal title holder of the Financed Student Loans on behalf of the Administrator acting on behalf of the State, designated pursuant to the Eligible Lender Trust Agreement.

“Exchange Counterparty [2004]” shall mean UBS AG, Stamford, CT, constituting an Exchange Counterparty under the Indenture, and its lawful successors and assigns.

“Municipal Bond Insurance Policy” shall mean the financial guaranty insurance policy issued by the Bond Insurer insuring the scheduled payments of principal of and interest on the Bonds Outstanding under the Indenture at the time such Policy becomes effective.

“Second Supplemental Indenture” shall mean that certain Supplemental Indenture Number Two, to be dated as of December 1, 2004, among the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee, executed in connection with the issuance and delivery of the Senior Exchange Agreement [2004].

“Senior Exchange Agreement [2004]” shall mean that certain ISDA Master Agreement (Local Currency-Single Jurisdiction) and all related schedules, credit support annexes, if any, and confirmations, together constituting a Senior Exchange Agreement under the Indenture, to be effective on the Closing Date, among the Issuing Authority, the Trustee and the Exchange Counterparty [2004], under which the Issuing Authority agrees to pay interest at a fixed interest rate on a notional principal amount related to the Outstanding principal amount of the Fixed Rate Loans and the Exchange Counterparty [2004] agrees to pay interest at the variable interest rate or rates determined from time to time in accordance with the provisions of such Agreement.

“Senior Exchange Agreement [2004] Insurance Policy” shall mean a financial guaranty insurance policy issued by the Senior Exchange Agreement Insurer [2004] insuring the State’s obligations under the Senior Exchange Agreement [2004].

“Senior Exchange Agreement Insurer [2004]” shall mean Ambac Assurance Corporation, a Wisconsin-domiciled stock insurance corporation and any successor thereto, or any other issuer of a comparable financial guaranty insurance policy as may be selected by the Issuing Authority in its sole discretion.

“Series 2002 Bonds” shall mean, collectively, the outstanding principal amounts of each of State of Ohio Student Loan Revenue Bonds, Senior Series 2002A-1, State of Ohio Student Loan Revenue Bonds, Senior Series 2002A-2 and State of Ohio Student Loan Revenue Bonds, Subordinate Series 2002B.

Any reference herein to the State, the Issuing Authority or to other public officers, boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the

State or the Act, or to a section, provision or chapter of the Ohio Revised Code shall include such section, provision or chapter as from time to time duly amended, modified, supplemented, or superseded; provided, that no such amendment, modification, supplementation or suppression shall be deemed applicable by reason of this provision if such change would in any way constitute an impairment of the rights or obligations of the State, the Issuing Authority, the Exchange Counterparty [2004], the Senior Exchange Agreement Insurer [2004], the Holders or the Trustee, under this Ancillary Order or any other document executed in connection with any of the foregoing, including, without limitation, any alteration of the obligation to pay a fixed rate of interest on a notional principal amount as set forth in the Senior Exchange Agreement [2004].

Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders.

Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms, refer to this Ancillary Order and the term "hereafter" shall mean after, and the term "heretofore" shall mean before the effective date of this Ancillary Order.

SECTION 2. Authority. This Ancillary Order is given pursuant to the Act, in particular Section 3366.04 thereof, and Sections 9.98 through 9.983, inclusive, Ohio Revised Code, and the Indenture.

SECTION 3. Determinations of the Issuing Authority. The Issuing Authority hereby determines that:

- (a) it is in the best interests of the State to hedge the interest rate risk to the State that will exist under the Indenture when certain Fixed Rate Loans, which will be acquired with moneys held in the Series 2002 Accounts under the Indenture, will be the security and source of payment of the Series 2002A Bonds which are Variable Rate Bonds by entering into the Senior Exchange Agreement [2004] with the Exchange Counterparty [2004] whereby the Issuing Authority will agree to pay to the Exchange Counterparty [2004] a fixed rate of interest on a notional amount of principal related to the Outstanding principal amount of the Fixed Rate Loans acquired with moneys held in the Series 2002 Accounts in exchange for the agreement of the Exchange Counterparty [2004] to pay a variable interest rate based on an index, as agreed to and set forth in the Senior Exchange Agreement [2004], that is correlated with the variable interest rate on the Series 2002A Bonds; and
- (b) it is further in the best interests of the State to execute and deliver the Second Supplemental Indenture in connection with entering into the Senior Exchange Agreement [2004].

SECTION 4. Authorization and Direction to Execute and Deliver the Senior Exchange Agreement [2004], the Second Supplemental Indenture, Certain Certificates and Other Documents Related Thereto. Subject to satisfaction of the conditions set forth in Section 7 hereof, the Issuing Authority hereby authorizes and directs that the Issuing Authority or an Authorized Public Official on behalf of the Issuing Authority and the Trustee shall execute and deliver the Senior Exchange Agreement [2004]. The Senior Exchange Agreement [2004] shall be substantially in the form now on file in the office of the Issuing Authority with such changes thereto, if any, as are not adverse to the interests of the State. The execution and delivery of the Senior Exchange Agreement [2004] by the Issuing Authority or an Authorized Public Official on behalf of the Issuing Authority shall conclusively evidence that any such changes were not adverse to the interests of the State.

The Issuing Authority hereby further authorizes and directs that simultaneously with the execution and delivery of the Senior Exchange Agreement [2004], the Issuing Authority, or an Authorized Public Official on behalf of the Issuing Authority, and the Administrator, the Eligible Lender Trustee and the Trustee shall execute and deliver the Second Supplemental Indenture. The Second Supplemental Indenture shall be substantially in the form now on file in the office of the Issuing Authority with such changes, if any, thereto as are not adverse to the interests of the State. The execution and delivery of the Second Supplemental Indenture by the Issuing Authority or an Authorized Public Official on behalf of the Issuing Authority shall conclusively evidence that any such changes were not adverse to the interests of the State.

The Issuing Authority hereby authorizes and directs any Authorized Public Official to sign on behalf of the Issuing Authority or the State any other documents, certificates, financing statements or other papers necessary or appropriate for the consummation of the transaction described in this Ancillary Order.

SECTION 5. Authorization and Direction To Obtain a Senior Exchange Agreement [2004] Insurance Policy and a Municipal Bond Insurance Policy. The Issuing Authority hereby determines that it is in the best interests of the State to obtain the Senior Exchange Agreement [2004] Insurance Policy from the Senior Exchange Agreement Insurer [2004] and hereby authorizes and directs the Issuing Authority or an Authorized Public Official to apply to the Senior Exchange Agreement Insurer [2004] for the Senior Exchange Agreement [2004] Insurance Policy, to obtain from the Senior Exchange Agreement Insurer [2004] a commitment therefor and to accept delivery from the Senior Exchange Agreement Insurer [2004] of the Senior Exchange Agreement [2004] Insurance Policy on or after the Closing Date. The Issuing Authority hereby authorizes and directs that the premium and expenses for the Senior Exchange Agreement [2004] Insurance Policy be paid from the Balances on deposit in the Administration Account in the Services Fund created and maintained under the Indenture.

The Issuing Authority hereby further determines that it is in the best interests of the State to obtain a Municipal Bond Insurance Policy from the Bond Insurer and hereby authorizes and directs the Issuing Authority or an Authorized Public Official to apply to the Bond Insurer for the Municipal Bond Insurance Policy, to obtain from the Bond Insurer a commitment therefor and to accept delivery from the Bond Insurer of a Municipal Bond Insurance Policy on or after the Closing Date. The Issuing Authority hereby authorizes and directs that the premium and expenses for the Municipal Bond Insurance Policy be paid from the Balances on deposit in the Administration Account in the Services Fund created and maintained under the Indenture.

Notwithstanding anything herein to the contrary, the execution and delivery of the Senior Exchange Agreement [2004] shall not be construed as contingent upon, and its execution and delivery shall not be delayed until, the simultaneous delivery of the Senior Exchange Agreement [2004] Insurance Policy or the Municipal Bond Insurance Policy.

SECTION 6. Security for and Sources of Payment of Obligations Under the Senior Exchange Agreement [2004]. To the extent provided herein and in the Indenture, the Issuing Authority Exchange Payments and any Early Termination Payment under the Senior Exchange Agreement [2004] (a) shall be payable solely from the Pledged Receipts, including, without limitation, the Balances of the Special Funds, and any other funds and moneys which may be subjected to the pledge of the Indenture by subsequent action of the Issuing Authority and (b) shall be equally and ratably secured, except as otherwise provided in the Indenture, solely by the Indenture constituting a first pledge of and grant of a security interest in the Pledged Receipts, including, without limitation, the Balances of the Special Funds; provided, however, that nothing herein or in the Indenture shall prevent payment of such Issuing Authority Exchange Payments or Early Termination Payment from (y) being otherwise secured and payable from sources and by property and instruments (other than the Pledged Receipts) not applicable to one

or more series of Bonds or (z) not being secured or payable from sources or by property or instruments (other than the Pledged Receipts) applicable to one or more series of Bonds.

The Issuing Authority Exchange Payments and any Early Termination Payment under the Senior Exchange Agreement [2004] shall be limited obligations of the State. The Exchange Counterparty [2004] shall have no right to have taxes levied by the General Assembly of the State, or to have any moneys other than Pledged Receipts obligated or pledged, and any moneys other than Pledged Receipts shall not be obligated or pledged, for the payment of such Issuing Authority Exchange Payments or any Early Termination Payment. Such Issuing Authority Exchange Payments and any Early Termination Payment are not debts of the State and are payable solely from the revenues, funds, property and instruments pledged as Pledged Receipts for their payment, and the right of the Exchange Counterparty [2004] to payment of such Issuing Authority Exchange Payments or Early Termination Payment is limited to Pledged Receipts as provided in this Ancillary Order and in the Indenture. No money of the State, including money from the General Revenue Fund of the State, shall be appropriated, obligated, or used to pay an Issuing Authority Exchange Payment or Early Termination Payment under the Senior Exchange Agreement [2004], other than Pledged Receipts.

SECTION 7. Conditions for Delivery of the Senior Exchange Agreement [2004]. The Senior Exchange Agreement [2004] and the Second Supplemental Indenture shall not be executed and delivered unless the conditions set forth in paragraphs (1) through (6), inclusive, below have been satisfied at the time of delivery of the fully executed original counterparts of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture:

(1) Neither the State nor the Issuing Authority is in default of any of their respective covenants or obligations contained in the General Bond Order, in the Indenture or in any series of Bonds then Outstanding, and the execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture will not result in any such default.

(2) There shall have been delivered to the Issuing Authority and the Trustee an opinion or opinions of Bond Counsel to the effect that (i) the execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture have been duly and validly authorized by the Issuing Authority, and, assuming the due execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture by the parties thereto other than the Issuing Authority, the Senior Exchange Agreement [2004] and the Second Supplemental Indenture constitute valid and binding limited obligations of the State acting through the Issuing Authority enforceable in accordance with their respective terms, subject to the customary exceptions relating to bankruptcy, creditor's rights and general principles of equity, (ii) the execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture will not adversely affect the exclusion from gross income of the Holders of interest on any Outstanding Bonds and (iii) all conditions under the Indenture precedent to the execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture have been satisfied.

(3) A fully executed counterpart of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture shall have been delivered to the Issuing Authority and the Trustee.

(4) The Issuing Authority and the Trustee shall have received an opinion or opinions of counsel for the Exchange Counterparty [2004] addressed to the Issuing Authority and the Trustee and dated the Closing Date or such other date as is acceptable to the Issuing Authority to the effect that (A) the Exchange Counterparty [2004] is a corporation duly organized and validly existing and in good standing under the laws of the jurisdiction of its organization and qualified to do business therein; and (B) assuming the due execution and delivery of the Senior Exchange

Agreement [2004] by the Issuing Authority and the Trustee, the Senior Exchange Agreement [2004] constitutes a legal, valid and binding obligation of the Exchange Counterparty [2004], enforceable in accordance with its terms, subject to applicable laws affecting bankruptcy, creditor's rights and general principles of equity.

(5) Written evidence from each of the Rating Agencies rating any series of Bonds then Outstanding that the execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture will not adversely affect the ratings of such Rating Agencies on any such Outstanding series of Bonds.

(6) Any other conditions to the execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture, including, without limitation, the execution and delivery of certificates, financing statements or opinions that may be required under either of such documents or requested by Bond Counsel or by any of the parties to such documents or their respective counsel, shall have been satisfied.

SECTION 8. Representations, Warranties and Covenants of the Issuing Authority. In addition to the other covenants of the Issuing Authority contained in the General Bond Order, each Series Bond Order, and in the Indenture, the Issuing Authority further represents, warrants and covenants, as applicable, as follows:

(a) Payment of Issuing Authority Exchange Payments and Any Early Termination Payment. The Issuing Authority will, but solely from the sources and in the manner provided for in this Ancillary Order and in the Indenture, pay or cause to be paid to the Exchange Counterparty [2004] all Issuing Authority Exchange Payments under the Senior Exchange Agreement [2004] (after such Payments are netted against any Exchange Counterparty Payments that are due and payable on the same date) and the Early Termination Payment, if any, under the Senior Exchange Agreement [2004], at the places and in the manner provided in this Ancillary Order and in the Indenture, according to the true intent and meaning thereof. The Issuing Authority will use its best efforts to collect or cause to be collected in accordance with the Indenture Pledged Receipts sufficient to make such payments.

(b) Maintenance of Pledge. The Issuing Authority will not make any pledge or assignment of or create or suffer any lien or encumbrance upon the Pledged Receipts prior to or on a parity with the pledge thereof under this Ancillary Order, the General Bond Order and the Indenture, except as authorized or permitted under this Ancillary Order, the General Bond Order or the Indenture.

(c) Performance of Covenants, Authority and Actions. The Issuing Authority will, at all times, faithfully observe and perform all agreements, covenants, undertakings, stipulations and provisions contained in this Ancillary Order, in the Senior Exchange Agreement [2004], the Administration Agreement, the Policy Guidelines and the Indenture.

(d) Warranties and Covenants of Issuing Authority as to Authority. The Issuing Authority is duly authorized by the laws of the State, including particularly and without limitation the Act, to execute and deliver this Ancillary Order, the Senior Exchange Agreement [2004], the Second Supplemental Indenture, the Indenture and the Administration Agreement, and to provide the security for payment of Issuing Authority Exchange Payments and any Early Termination Payment under the Senior Exchange Agreement [2004] in the manner and to the extent set forth in this Ancillary Order, the Second Supplemental Indenture and in the Indenture; that all actions on the part of the Issuing Authority necessary for the execution and delivery of such Senior Exchange

Agreement [2004] and the Second Supplemental Indenture will have been duly and effectively taken; and that when executed and delivered, assuming the due execution and delivery of the Senior Exchange Agreement [2004] and the Second Supplemental Indenture by the parties thereto other than the Issuing Authority, the Senior Exchange Agreement [2004] and the Second Supplemental Indenture will be valid and enforceable limited obligations of the State according to the terms thereof, subject to proceedings relating to bankruptcy, creditor's rights and general principles of equity.

(e) If the Senior Exchange Agreement [2004] Insurance Policy and the Municipal Bond Insurance Policy will not be delivered and become effective on or prior to the Closing Date, the Issuing Authority will use its best efforts to obtain such Policies as soon as possible after the Closing Date, and the Issuing Authority will not take any action, and hereby directs the Administrator to take no action, that will increase the notional amount of the Senior Exchange Agreement [2004] from the notional amount as of the Closing Date until such Policies have been delivered and are effective.

SECTION 9. Duties Binding on All with Authority; Enforcement by Mandamus. Pursuant to Section 3366.04(J), Ohio Revised Code, each duty of the Issuing Authority and of any of the public officers or employees of the Issuing Authority undertaken pursuant to this Ancillary Order, the Indenture and the Senior Exchange Agreement [2004] is a duty of the Issuing Authority and of each such public officer or employee of the Issuing Authority having authority to perform such duty, specifically enjoined by law resulting from an office, trust or station, within the meaning of Section 2731.01, Ohio Revised Code, which provides for enforcement by writ of mandamus.

SECTION 10. Compliance with Legal Requirements. It is found and determined that all formal actions of the Issuing Authority concerning and relating to the adoption of this Ancillary Order were adopted in compliance with all legal requirements.

SECTION 11. Effective Date. This Ancillary Order shall take effect and be in force immediately upon its issuance.

Whereupon this Ancillary Order is declared issued this 20th day of December, 2004.

/s/ Joseph T. Deters
Joseph T. Deters
Treasurer, State of Ohio

WHEREAS, in order to establish and declare the terms and conditions upon which the Bonds are to be issued and secured and to secure payment of the principal thereof and interest thereon and to secure payment of any and all Issuing Authority Exchange Payments that come due under the Senior Exchange Agreement [2004], the Issuing Authority has authorized the execution and delivery of this Indenture; and

WHEREAS, the Issuing Authority, the Administrator and the Trustee agree that the Trustee be appointed under this Indenture and be charged with and accept the trusts and duties set forth in this Indenture in connection with the issuance, payment and securing of the Bonds under this Indenture and the Financing, directly or indirectly through the Eligible Lender Trustee, of Student Loans;

WHEREAS, the Issuing Authority, the Administrator and the Trustee now agree that the Trustee shall accept the trusts and duties set forth in this Third Supplemental Indenture related to the execution and delivery of the Policies and the rights and obligations of the Senior Exchange Agreement [2004] Insurer and the Bond Insurer, in addition to the trusts and duties originally set forth in the Original Indenture, as amended by the First Supplemental Indenture and the Second Supplemental Indenture and restated in this Third Supplemental Indenture;

NOW, THEREFORE, THIS THIRD SUPPLEMENTAL INDENTURE WITNESSETH:

That (a) (i) in order to secure the payment of the Administrative Expenses, including, but not limited to, the fees and expenses of each of the Trustee, the Eligible Lender Trustee, the Servicers and the payment of the premium with respect to the Municipal Bond Insurance Policy under and in accordance with the provisions of this Indenture; (ii) in order to secure (A) the payment of the principal of and interest and any premium on the Series 2001A Senior Bonds and the Series 2002A Senior Bonds according to their respective tenor, purport and effect, (B) (1) the payment of any Issuing Authority Exchange Payment and Early Termination Payment and (2) the performance and observance of all covenants and conditions contained in any Senior Exchange Agreement, including hereby, but not limited to, the Senior Exchange Agreement [2004] and (C) the payment of the principal of and interest and any premium on the Series 2001B Subordinated Bonds and the Series 2002B Subordinated Bonds according to their respective tenor, purport and effect; (iii) in order to secure the payment of the principal of and interest and any premium on any Additional Bonds, whether on a parity with Senior Bonds Outstanding or with the Subordinated Bonds Outstanding or subordinate to the Outstanding Subordinated Bonds; (iv) in order to secure the payment of the Program Operating Expenses of the Administrator and (v) in order to secure the performance and observance of all the covenants and conditions contained in the Original Indenture, as amended and supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, and as the foregoing Indentures are amended and restated by this Third Supplemental Indenture, in the Bonds and in the Senior Exchange Agreement [2004]; (b) for and in consideration of (i) the mutual covenants contained in the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture and restated in, or otherwise included in, this Third Supplemental Indenture; (ii) the acceptance by the Trustee of the additional trusts hereby created; (iii) the execution and delivery of the Senior Exchange Agreement [2004]; and the delivery by the Bond Insurer of the Municipal Bond Insurance Policy and by the Senior Exchange Agreement Insurer [2004] of the Senior Exchange Agreement [2004] Insurance Policy; (c) each of the Issuing Authority, for itself and on behalf of the State, the Administrator and the Eligible Lender Trustee has executed and delivered this Third Supplemental Indenture and by these presents each (i) does hereby convey, transfer, assign, pledge, and grant a valid and binding lien on and a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, prior to all other claims, including the pledges made and the liens and security interests granted in the immediately succeeding items (ii), (iii) and (iv) for the equal and ratable benefit (except as otherwise provided in Sections 5.5.2, 5.9 and 8.3 hereof) of (A) the Trustee, the Eligible Lender Trustee,

the Servicers, the Administrator and any other party to whom Administrative Expenses are due and payable under and in accordance with this Indenture and (B) the Bond Insurer with respect to the payment of the premium on the Municipal Bond Insurance Policy, all rights, title and interest of the Issuing Authority, the Administrator and the Eligible Lender Trustee in and to the Pledged Receipts, whether now owned or hereafter acquired, and all other rights hereinafter granted for the further securing of the payment of such fees and expenses and premium, (ii) does hereby convey, transfer, assign, pledge, and grant a valid and binding lien on and security interest in, unto the Trustee, its successor or successors and its or their assigns forever, for the equal and ratable benefit (except as otherwise provided in Sections 5.5.2, 5.9 and 8.3 of this Indenture) of (A) the Holders of all Outstanding Series 2002A Senior Bonds and the Holders of all Outstanding Series 2001A Senior Bonds and (B) the Exchange Counterparty [2004], but on a basis subordinate to the lien and security interest granted in the immediately preceding item (i), all rights, title and interest of the Issuing Authority, the Administrator and the Eligible Lender Trustee in and to the Pledged Receipts, whether now owned or hereafter acquired, and all other rights hereinafter granted for the further securing of the Series 2002A Senior Bonds, the Series 2001A Senior Bonds and the Senior Exchange Agreement [2004], whether now owned or hereafter acquired, (iii) does hereby convey, transfer, assign, pledge, and grant a valid and binding lien on and security interest in, unto the Trustee, its successor or successors and its or their assigns forever, for the equal and ratable benefit (except as otherwise provided in Sections 5.5.2, 5.9 and 8.3 of this Indenture) of the Holders of all Outstanding Series 2002B Subordinated Bonds and the Holders of all Outstanding Series 2001B Subordinated Bonds, but on a basis subordinate to the liens and security interests granted in the immediately preceding items (i) and (ii) above, all rights, title and interest of the Issuing Authority, the Administrator and the Eligible Lender Trustee in and to the Pledged Receipts, whether now owned or hereafter acquired, and all other rights hereinafter granted for the further securing of the Series 2002B Subordinated Bonds and the Series 2001B Subordinated Bonds; (iv) does hereby convey, transfer, assign, pledge, and grant a valid and binding lien on and security interest in, unto the Trustee, its successor or successors and its or their assigns forever, for the equal and ratable benefit (except as otherwise provided in Sections 5.5.2, 5.9 and 8.3 hereof) of the Holders of Additional Bonds, whether on a parity with the Holders of the Outstanding Senior Bonds or the Holders of the Outstanding Subordinated Bonds or subordinate to the Holders of the Outstanding Subordinated Bonds, all rights, title and interest of the Issuing Authority, the Administrator and the Eligible Lender Trustee in and to the Pledged Receipts, whether now owned or hereafter acquired, and all other rights hereinafter granted for the further securing of such Additional Bonds, and (v) does hereby convey, transfer, assign, pledge, and grant a valid and binding lien on and a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, for the equal and ratable benefit of the Issuing Authority and the Administrator with respect to their respective Program Operating Expenses described in item (iv) of the definition thereof, but on a basis subordinate to the liens and security interests granted in the immediately preceding items (i), (ii), (iii) and (iv) above, all rights, title and interest of the Issuing Authority, the Administrator and the Eligible Lender Trustee in and to the Pledged Receipts, whether now owned or hereafter acquired, and all other rights hereinafter granted for the further securing of the payment of such fees and expenses and premium, Pledged Receipts so pledged and subject to the foregoing grants of a security interest and thereafter received by the Issuing Authority, the Trustee, the Administrator or the Eligible Lender Trustee on behalf of the Issuing Authority, or otherwise received, are, pursuant to Section 3366.04(C), Ohio Revised Code, immediately subject to such pledges and prior security interests without any physical delivery thereof or further act; and such pledges and security interests, pursuant to and in accordance with Section 3366.04(C), Ohio Revised Code, shall be valid, binding and enforceable against all parties having claims of any kind against the State, the Issuing Authority or any governmental agency, or against the Administrator as the "designated administrator" under Section 3366.01(E), Ohio Revised Code, or the Eligible Lender Trustee, whether or not such parties have notice thereof and shall create perfected security interests for all purposes of Chapter 1309 of the Ohio Revised Code, without the necessity for separation or delivery or possession of the Pledged Receipts, or for the filing or

recording of this Indenture or the proceedings for which such pledges and security interests are created or any certificate, statement or other document with respect thereto; and the pledges of the Pledged Receipts and the security interests granted in the foregoing clause (c) are effective and the money therefrom and thereof may be applied to the purposes for which pledged under the Indenture without necessity for any act of appropriation;

TO HAVE AND TO HOLD the same unto the Trustee and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of all Outstanding Bonds, and the interest payable thereon, and to secure the payment of all Issuing Authority Exchange Payments and any Early Termination Payment in connection with the Senior Exchange Agreement [2004], and to secure the payment of the Administrative Expenses of the Trustee, the Eligible Lender Trustee, the Servicers and any other party to whom Administrative Expenses are due and payable under this Indenture, the premium on the Municipal Bond Insurance Policy and the Program Operating Expenses of the Administrator and to secure also the observance and performance of all the terms, provisions, covenants and conditions of the Original Indenture, the First Supplemental Indenture and the Second Supplemental Indenture as amended and restated in this Third Supplemental Indenture, and for the equal and ratable benefit (except as otherwise provided in Section 8.3 hereof) and security of all Holders, the Exchange Counterparty [2004], the Bond Insurer and the Senior Exchange Agreement Insurer [2004], without preference, priority or distinction as to lien or otherwise, of any one of such Bonds over any other of such Bonds or over any Issuing Authority Exchange Payment and Early Termination Payment or as between principal and interest, or of any one Senior Exchange Agreement over any other Senior Exchange Agreement or over any Bonds, except as otherwise provided in this Third Supplemental Indenture; and it is hereby mutually covenanted and agreed that the terms and conditions upon which Bonds have been executed, sold, delivered and secured, the Senior Exchange Agreement [2004] has been executed, delivered and secured, and the Municipal Bond Insurance Policy and the Senior Exchange Agreement [2004] Insurance Policy have been acquired and payment of the premium for the Municipal Bond Insurance Policy has been secured, and the trusts and conditions upon which the Pledged Receipts are to be held and disbursed, are as set forth in this Third Supplemental Indenture:

ARTICLE I

Definitions

SECTION 1.1 Definitions. Unless the context shall clearly indicate some other meaning or may otherwise require or if defined in Annex A-2001 or Annex A-2002, the words and terms used as defined words and terms in this Indenture, including, without limitation, all Schedules and Exhibits hereto, defined in Sections 1.1 or 1.2 or in Annex A-2001 or Annex A-2002 shall, for all purposes of this Indenture, including, without limitation, all Schedules and Exhibits hereto, and of any indenture or other instrument amendatory hereof or supplemental hereto, have the meanings herein specified in Sections 1.1 or 1.2 or in Annex A-2001 or Annex A-2002, as applicable:

"Account" shall have the meaning given such term in the General Bond Order.

"Accrued Assets" shall mean with respect to any date, (i) in connection with a Series Asset Coverage Ratio, the sum of all Balances in each of the related Series Accounts (excluding, in the case of each series of Bonds, the Rebate Fund and the Escrow Interest Fund) plus the amount of all accrued interest on Investment Securities, Financed Student Loans and all accrued Special Allowance Payments with respect to such related Series Accounts and (ii) for all other purposes, the sum of all Balances in each of the Funds, including any Accounts and Series Accounts therein, (excluding, however, the Rebate Fund and the Escrow Interest Fund) plus the amount of all accrued interest on Investment Securities, Financed Student Loans and all accrued Special Allowance Payments with respect to such Funds, Accounts and Series Accounts; *provided, however, that* (a) any Federal Student Loan payment of which is delinquent for a period of 270 days or more shall for all purposes of this definition be valued at 98% of the unpaid principal of and accrued interest on such Loan or such lesser percentage as from time to time may be directed in writing by the Bond Insurer and (b) any Nonfederal Student Loan payment of which is delinquent for a period of 240 days or more shall have no value for purposes of this definition.

"Accrued Liabilities" shall mean with respect to any date, (i) in connection with a Series Asset Coverage Ratio, the sum of the principal of and accrued and unpaid interest on the related series of Bonds plus all accrued but unpaid Series Program Operating Expenses, and (ii) for all other purposes, the sum of the principal of and accrued and unpaid interest on all Bonds plus all accrued but unpaid Program Operating Expenses.

"ACH Interest Rate Reduction" shall mean that percent per annum (which on the date of execution and delivery of this Indenture is 0.25%) by which the applicable interest rate per annum on a Federal Student Loan is reduced in accordance with the ACH Program Terms and Conditions.

"ACH Program" shall mean a program that entitles an eligible student borrower who authorizes electronic payment of such borrower's Federal Student Loan(s) from a checking or savings account to the ACH Interest Rate Reduction, as more fully described in the ACH Program Terms and Conditions.

"ACH Program Terms and Conditions" shall mean the ACH Program Terms and Conditions (i) attached to a Servicing Agreement, including, but not limited to the GLELSI Servicing Agreement or (ii) otherwise providing a reduction on the interest rate on a Federal Student Loan when the debtor on such Federal Student Loan agrees to and utilizes automated loan payments to a Servicer.

"Acquisition Account" shall mean an Account of the Acquisition Fund the Balances in which shall be used to Finance Student Loans and as otherwise described in Section 5.3 hereof.

"Acquisition Account/2002 Termination Date" shall mean, with respect to the purchase of Student Loans with funds in the Acquisition Account/2002, July 1, 2005, or such later date as may be approved upon written request of the Administrator by the Bond Insurer.

"Additional ARCs Bonds" shall mean, as of any date, any series of ARCs Bonds of the State that may be issued by the Issuing Authority pursuant to a Series Bond Order in addition to the ARCs Bonds Outstanding on such date.

"Additional ARS Bonds" shall mean, as of any date, any series of ARS Bonds of the State that may be issued by the Issuing Authority pursuant to a Series Bond Order in addition to the ARS Bonds Outstanding on such date.

"Additional Bonds" shall mean, as of any date, any series of Bonds of the State that may be issued by the Issuing Authority pursuant to a Series Bond Order in addition to the Bonds Outstanding on such date.

"Administration Account" shall mean an Account of the Services Fund from which the Trustee pays Administrative Expenses under the Indenture.

"Administration Requirement" shall mean, with respect to a series of Bonds as of any date of calculation, such amount as may then be necessary to be accumulated in the related Series Administration Account for payment, in accordance with Section 5.8 hereof, of the Administrative Expenses in connection with the related series of Bonds, in each case due or to become due during the three (3) months beginning on the first day of the next succeeding calendar month as provided in Section 6.15 hereof.

"Administrative Expenses" shall mean, with respect to a series of Bonds, the sum of (i) the Program Operating Expenses described in items (i) through (iii), inclusive, of the definition thereof and shall include Costs of Issuance to the extent the same can be paid from the proceeds of such Bonds without adversely affecting the exclusion from gross income for federal income tax purposes of interest on such Bonds *plus* (ii) any Extraordinary Program Operating Expenses.

"Administrator" shall mean the Administrator, as defined in the General Bond Order, initially being KnowledgeWorks Foundation, a not for profit corporation duly created and existing under the laws of the State.

"Administrator's Quarterly Report" shall mean the written report prepared by the Administrator at the end of each calendar quarter containing the information described in Exhibit E hereto with respect to such calendar quarter.

"adversely affect" shall mean, when used with respect to any rating on a series of Bonds, to cause the reduction or withdrawal of such rating.

"Affiliate" shall mean any Person known to the Auction Agent to be controlled by, in control of or under common control with the Administrator, *provided that* no Broker-Dealer controlled by, in control of or under common control with the Administrator shall be an Affiliate nor shall any corporation or any Person controlled by, in control of or in common control with such corporation be an Affiliate solely because such director or executive officer is also a director of the Administrator.

"Alternate Liquidity Facility" shall mean any letter of credit, line of credit, standby bond purchase agreement, surety bond or other financial instrument utilized to provide liquidity support pursuant to Article III of the Indenture, which will not result in a reduction or withdrawal of any ratings then in effect on any Bonds bearing interest at a Variable Rate (other than at an Auction Rate), and issued by the Liquidity Facility Provider prior to the stated termination of the Liquidity Facility then in effect and acceptable to the Bond Insurer.

"Annex A-2001" shall mean with respect to the Series 2001 Bonds, the Multi-Mode Interest Rate Annex A attached hereto and designated as "Annex A-2001" and relating to the Series 2001 Bonds, and any amendments, modifications or supplements thereto.

"Annex A-2002" shall mean with respect to the Series 2002 Bonds, Annex A attached hereto as "Exhibit A -2002" and relating to the Series 2002 Bonds, and any amendments, modifications or supplements thereto.

"Anniversary Year" shall mean the 12 calendar months beginning on the Closing Date of a series of Bonds and ending on each anniversary of the Closing Date.

"ARCs Bonds" shall mean each series of Bonds while such series of Bonds bears interest at an Auction Rate governed by the provisions of Annex A-2002, including, without limitation, each series of the ARCs/Series 2002 Bonds.

"ARCs/Series 2002 Bonds" shall mean the Series 2002 Bonds while such Series 2002 Bonds or any series thereof bear interest at an Auction Rate governed by the provisions of Annex A-2002 hereto.

"ARS Bonds" shall mean each series of Bonds while such series of Bonds bears interest at an Auction Rate governed by the provisions of Annex A-2001, including, without limitation, each series of the ARS/Series 2001 Bonds.

"ARS/Series 2001 Bonds" shall mean the Series 2001 Bonds while such Series 2001 Bonds or any series thereof bear interest at an Auction Rate governed by the provisions of Annex A-2001 hereto.

"Asset Coverage Ratio" shall mean the ratio, expressed as a percentage, of (i) the Accrued Assets, to (ii) the Accrued Liabilities.

"Assumed Rate" shall mean, with respect to a series of Bonds, the Interest Rate Limitation, as the same may be increased or decreased from time to time pursuant to a Supplemental Indenture; *provided that*, at the time that an increase in the Assumed Rate which will apply to a series of Demand Bonds is to become effective, the Available Amount of any outstanding Liquidity Facility related to such a series of Demand Bonds shall be at least equal to the aggregate principal amount of all Demand Bonds of such series then Outstanding plus the Interest Coverage Requirement with respect thereto, assuming an annual rate of interest equal to the Assumed Rate as increased by said Supplemental Indenture.

"Auction Agent" shall mean (i) with respect to the ARS/Series 2001 Bonds, the Initial Auction Agent for such Bonds unless and until a Substitute Auction Agent Agreement becomes effective, after which the Auction Agent shall mean the Substitute Auction Agent, (ii) with respect to the ARCs/Series 2002 Bonds, the Initial Auction Agent for such Bonds unless and until a Substitute Auction Agent Agreement becomes effective, after which the Auction Agent shall mean the Substitute Auction Agent, and (iii) with respect to any Additional ARS Bonds or Additional ARCs Bonds, the Auction Agent identified in the Series Bond Order or Supplemental Indenture which authorizes their issuance.

"Auction Agent Agreement" shall mean (i) with respect to the ARS/Series 2001 Bonds, the Initial Auction Agent Agreement for such Bonds unless and until a Substitute Auction Agent Agreement is entered into, after which Auction Agent Agreement shall mean such Substitute Auction Agent Agreement, (ii) with respect to the ARCs/Series 2002 Bonds, the Initial Auction Agent Agreement for such Bonds unless and until a Substitute Auction Agent Agreement is entered into, after which Auction Agent Agreement shall mean such Substitute Auction Agent Agreement and (ii) with respect to a series of Additional ARS Bonds, the Auction Agent Agreement identified in the Series Bond Order or Supplemental Indenture which authorizes their issuance.

"Auction Agent Fee" shall have the meaning set forth in the applicable Auction Agent Agreement.

"Auction Agent Fee Rate" shall have the meaning set forth in the applicable Auction Agent Agreement.

"Authenticating Agent" shall mean the bank, trust company or other financial institution appointed by the Administrator as authenticating agent for the Trustee hereunder and as depository hereunder, or any successor or successors thereto appointed pursuant to Section 7.11 hereof or pursuant to an Authenticating Agent Agreement, as the case may be, with respect to such functions collectively or separately, *provided, however, that* if no Authenticating Agent has been appointed under this Indenture, provisions relating to the Authenticating Agent shall be read as applying to the Trustee.

"Authorized Agent" shall mean any Person designated by Board Resolution of the Administrator to act in the capacity of an Authorized Officer.

"Authorized Denominations" shall mean with respect to (i) (a) Series 2001A Senior Bonds or Series 2001B Subordinated Bonds bearing interest at a Fixed Rate or as Long Rate Non-Demand Bonds with a Long Rate Period in Excess of one year, \$5,000 and integral multiples thereof, and (b) Series 2001A Senior Bonds or Series 2001B Subordinated Bonds upon their original issuance as ARS Bonds, \$50,000 and integral multiples thereof; (ii) (a) Series 2002A Senior Bonds or Series 2002B Subordinated Bonds bearing interest at a Fixed Rate or a Long Rate in excess of one year, \$5,000 and any integral multiple thereof and (b) Series 2002A Senior Bonds or Series 2002B Subordinated Bonds Outstanding as Variable Rate Bonds other than Variable Rate Bonds bearing interest at a Long Rate in excess of one year, \$100,000 and any integral multiple thereof; and (iii) a series of Additional Bonds, the denominations set forth in the Supplemental Indenture executed in connection with such series of Additional Bonds.

"Authorized Officer" when used with reference to the Administrator shall mean the Chairman of the Board, the president and CEO, the secretary, the treasurer, the assistant treasurer, any vice president or other Person designated by Board Resolution to act in such capacity under the terms of this Indenture, including, without limitation, any Authorized Agent of the Administrator, *provided that* the scope of such Authorized Agent's agency includes the performance of the action to be performed hereunder as an Authorized Officer.

"Available Amount" shall mean the amount available under any Liquidity Facility (or the aggregate amount available under more than one Liquidity Facility) as set forth therein, as such amount may be increased, reduced or reinstated pursuant to the terms of such Liquidity Facility and available under such Liquidity Facility.

"Available Moneys" shall mean (a) moneys constituting proceeds of Bonds or moneys received by the Trustee as payments of Student Loans, including any Guarantee payments and Special Allowance Payments in respect thereof, maintained in a segregated Series

Account of the Bond Fund or the Student Loan Acquisition Fund (and proceeds from investments thereof), (b) moneys held by the Trustee in a segregated Series Account for a least ninety-three (93) days prior to the expiration of which no case under the United States Bankruptcy Code (Title 11 of the United States Code) shall have been commenced by the State without having been dismissed subject to no further appeal (and proceeds from the investment thereof), (c) any money in respect of which money the Trustee shall have received an opinion of counsel recognized in bankruptcy matters that payment of such amounts to Holders of the Bonds will not constitute a voidable preference under the provisions of Section 547 of the United States Bankruptcy Code, and (d) moneys constituting proceeds of student loan refunding revenue bonds or notes issued by the Issuing Authority for the purpose of refunding all or any portion of a series of Bonds.

“Balances” when used with reference to any Fund, Account or Subaccount shall have the meaning given such term in the General Bond Order.

“Board” shall mean the Board of Trustees of the Administrator.

“Board Resolution” shall mean a copy of a resolution or resolutions certified by the secretary or assistant secretary of the Administrator to have been duly adopted by the Board and to be in full force and effect on the date of such certification, and delivered to the Trustee.

“Bond Counsel” shall mean an attorney or firm of attorneys of nationally recognized standing on the subject of tax-exempt bonds, including, but not limited to, the provisions of the Internal Revenue Code applicable thereto, satisfactory to the Issuing Authority and the Administrator and appointed by the Attorney General of the State.

“Bond Insurer” shall have the meaning given such term in the Ancillary Order.

“Bond Insurer Adverse Change” shall mean the occurrence and continuance of one or more of the following events: (i) the issuance, under the laws of any jurisdiction, of an order of rehabilitation, liquidation or dissolution of the Bond Insurer, (ii) the commencement by the Bond Insurer of 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 including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for itself or any substantial part of its property, (iii) the consent of the Bond Insurer to any relief referred to in the previous clause (ii) in an involuntary case or other proceeding commenced against it, (iv) the making by the Bond Insurer of an assignment for the benefit of creditors, (v) the failure of the Bond Insurer to generally pay its debts as they become due, (vi) the initiation by or against the Bond Insurer of any actions to authorize any of the foregoing or (vii) the failure of the Bond Insurer to make any payment when due under the Municipal Bond Insurance Policy.

“Bond Purchase Agreement (2001)” shall mean, with respect to the Series 2001 Bonds, the Bond Purchase Agreement, dated on or about the day immediately preceding the Closing Date, between the Issuing Authority and Salomon Smith Barney Inc., as the original purchaser.

“Bond Purchase Fund” shall mean the Fund established by Section 2.02.2 of Annex A-2001.

“Bond Year” shall mean the twelve calendar months beginning on the date of issuance of a series of Bonds and on each anniversary of the date of issuance.

"Bond Yield" shall mean the yield on a series of Bonds computed as that discount rate (determined on the basis of semi-annual interest compounding) which, when used in computing the present worth of all payments of principal and interest to be paid thereon, produces an amount equal to the purchase price (including accrued interest, if any) thereof paid by the original purchaser. The purchase price of a series of Bonds is an amount equal to the original offering price of such series of Bonds to the public, including accrued interest, as of the date of issuance, and without allowance for discount or any fees in connection with such issuance, except for bond insurance or Liquidity Facility Fees where such insurance or Liquidity Facility results in an interest savings on such series of Bonds.

"Bondholder", "Holder of a Bond" or "Holder" shall mean any Person who shall be the registered owner of any Bond or the duly authorized attorney-in-fact, representative or assignee of such Person.

"Bonds" shall have the meaning given such term in the General Bond Order and include, collectively, the Series 2001 Bonds, the Series 2002 Bonds and any Additional Bonds that may be, from time to time, issued under the General Bond Order, a Series Bond Order and this Indenture.

"Book-Entry Form" or "Book-Entry System" shall have the meanings given such terms in the General Bond Order.

"Broker-Dealer" shall mean (i) with respect to the ARS/Series 2001 Bonds, Salomon Smith Barney Inc. or any other broker or dealer (each as defined in the Securities Exchange Act of 1934, as amended), commercial bank or other entity permitted by law to perform the functions required of a Broker-Dealer set forth in the Auction Procedures that (a) is a Participant (or an Affiliate of a Participant), (b) has been appointed as such by the Administrator pursuant to Section 2.03.9 of Annex A-2001 with respect to the ARS/Series 2001 Bonds and has been appointed as such by the Administrator pursuant to Section 2.03.9 of Annex A-2001 and (c) has entered into a Broker-Dealer Agreement that is in effect on the date of reference; (ii) with respect to the ARCs/Series 2002 Bonds, the Broker-Dealers set forth in the definition thereof in Annex A-2002; and (iii) with respect to a series of Additional ARS Bonds or Additional ARCs Bonds, the Broker-Dealer that (a) is a Participant (or an Affiliate of a Participant), (b) has been designated in the Series Bond Order or Supplemental Indenture authorizing the issuance of such series and has been appointed as such by the Administrator pursuant to Section 2.03.9 of Annex A-2001 with respect to such Additional ARS Bonds or Section 1.15 of Annex A-2002 with respect to such Additional ARCs Bonds and (c) has entered into a Broker-Dealer Agreement that is in effect on the date of reference.

"Broker-Dealer Agreement" shall mean (i) with respect to the ARS/Series 2001 Bonds, the Broker-Dealer Agreement between Salomon Smith Barney Inc. and the Initial Auction Agent and any other agreement between the Initial Auction Agent and a Broker-Dealer, approved by the Administrator, pursuant to which the Broker-Dealer agrees to participate in Auctions as set forth in the Auction Procedures, as from time to time amended or supplemented; (ii) with respect to the ARCs/Series 2002 Bonds, the Broker-Dealer Agreements described in the definition thereof in Annex A-2002; and (iii) with respect to a series of Additional ARS Bonds or Additional ARCs Bonds, the Broker-Dealer Agreement authorized in the Series Bond Order or Supplemental Indenture authorizing such series. Each Broker-Dealer Agreement with respect to the ARS/Series 2001 Bonds from and after the effective date of this Indenture shall be substantially in the form of the Broker-Dealer Agreement, dated as of March 1, 2001, between Bankers Trust Company, as Auction Agent, and Salomon Smith Barney Inc., as Broker-Dealer.

"Broker-Dealer Fee" with respect to a series of ARS Bonds or ARCs Bonds, shall have the meaning set forth in the applicable Auction Agent Agreement.

"Broker-Dealer Fee Rate" with respect to a series of ARS Bonds or ARCs Bonds, shall have the meaning set forth in the applicable Auction Agent Agreement.

"Business Day" shall mean any day (i) on which the Trustee and the Authenticating Agent, if any, at their respective addresses set forth in or for purposes of this Indenture, and the Auction Agent, at its address set forth in and for purposes of the Auction Agent Agreement, are open for commercial banking business, (ii) and on which the New York Stock Exchange is open and (iii) but solely with respect to actions to be taken under Section 2.11, on which the Bond Insurer is open.

"Capitalized Interest Account" shall mean an Account of the Acquisition Fund the Balances in which shall be applied to the payment of interest on a series of Bonds and otherwise as described in Section 5.3 hereof.

"Cash Flow Statement" shall mean a report or reports acceptable to the Bond Insurer and prepared by the Market Agent at the request of the Administrator with respect to the period covered by the Cash Flow Statement, which period shall extend from the date of the Cash Flow Statement to the latest maturity of the Bonds then Outstanding, showing, (i) all Revenues expected to be received during such period, (ii) the application of all such Revenues in accordance with this Indenture, (iii) the resulting periodic balances and Asset Coverage Ratios and (iv) that under all assumptions and scenarios used for the Cash Flow Statement accompanying such Cash Flow Statement, anticipated Revenues will be at least sufficient to pay the principal of and interest on the Bonds when due and all other amounts payable under this Indenture when due.

"Certificate", "Direction", "Instruction", "Order", "Request" or "Requisition" of the Administrator, as the case may be, shall mean, respectively, a certificate, direction, instruction, order, request or requisition which shall, unless otherwise specifically provided herein, be in writing and which is signed in the name of the Administrator by an Authorized Officer.

"Certificate and Agreement" shall mean the Certificate and Agreement, dated April 18, 2005, between the Issuing Authority and the Bond Insurer, and attested to by the Trustee, initially in the form attached hereto as Exhibit D, and as such Agreement is modified from time to time in accordance with its terms.

"Closing Date" shall mean (i) with respect to the Series 2001 Bonds, March 2, 2001, the date of their initial issuance and delivery, (ii) with respect to the Series 2002 Bonds, December 23, 2002, the date of their initial issuance and delivery and (iii) with respect to any other series of Additional Bonds the Closing Date specified in the Series Bond Order or Supplemental Indenture authorizing the issuance of such series.

"Contract of Guarantee" shall mean a contract between a Guarantor and the Eligible Lender Trustee providing for, or a certificate or other evidence of, the Guarantee of Federal Student Loans.

"Conversion" shall mean a Fixed Rate Conversion or a Variable Rate Conversion.

"Conversion Date" shall mean a Fixed Rate Conversion Date or a Variable Rate Conversion Date.

"Conversion Supplement" shall mean the Supplemental Indenture providing for the Conversion of the Interest Rate on a series of Bonds.

"Cost of Issuance Account" shall mean an Account of the Services Fund from which the Trustee pays Costs of Issuance under the Indenture.

"Costs of Issuance" shall mean all items of expense allocable to establishment of the Program and the authorization, issuance, sale and delivery of a series of Bonds, including, without limitation, costs of planning and feasibility studies, costs of obtaining governmental registrations, qualifications and regulatory rulings and approvals, costs of financial advisory, legal, accounting and management services and services of other consultants and professionals and related charges, fees and disbursements, costs of preparation and reproduction of documents, costs of preparation and printing of any offering document relating to such series of Bonds, advertising and printing costs, filing and recording fees, any initial fees and charges of the Trustee, the Eligible Lender Trustee and any Authenticating Agent, rating agency fees, costs of preparation, execution, transportation and safekeeping of such series of Bonds, and any other costs, charges or fees in connection with the issuance of such series of Bonds.

"Counterparty Exchange Payment" shall mean a payment due to the Issuing Authority from an Exchange Counterparty pursuant to the applicable Senior Exchange Agreement (including, but not limited to, payments in respect of any early termination date, as defined in the applicable Senior Exchange Agreement).

"Custody Bonds" shall mean any Demand Bonds of a series purchased with moneys obtained from a drawing under a Liquidity Facility and held by the related Liquidity Facility Provider or by the Trustee or a Depository, if such Demand Bonds are held in a Book-Entry System, in custody for such Liquidity Facility Provider or by another party after a sale by such Liquidity Facility Provider of Custody Bonds in accordance with the terms of the Liquidity Facility.

"Custody Rate" shall mean the interest rate payable on Custody Bonds in accordance with the provisions of a Liquidity Facility.

"Daily Rate" shall mean the rate of interest borne by a series of the Bonds during any Daily Rate Period.

"Daily Rate Period" shall mean an Interest Period which begins and ends on the same day.

The term "day" shall mean any calendar day, whether or not a Business Day.

"Demand Bonds" shall mean any series of Variable Rate Bonds (other than ARS Bonds) that bears interest at a Daily Rate, a Weekly Rate, a Monthly Rate or a Long Rate and with respect to which a Liquidity Facility has been provided in accordance with the provisions of Section 2.02 of Annex A-2001.

"Depository" shall have the meaning given such term in the General Bond Order

"Depository Participant" shall mean any broker-dealer, bank or other financial institution for which a Depository holds Bonds from time to time as securities depository.

The phrase "directly or indirectly" shall mean, with respect to the acquisition or Financing of Student Loans, the acquisition or Financing of Student Loans by the Administrator or by an Eligible Lender Trustee on behalf of the Administrator, respectively.

"Disbursement Agent" shall mean any organization with which an Eligible Lender, with the written consent of the Bond Insurer, has entered into or shall in the future enter into a

Disbursement Agreement for purposes of the Program, providing for the eligibility, determination, origination and disbursement of Nonfederal Student Loans being or to be Financed.

"Disbursement Agreement" shall mean the disbursement agreement entered into between an Eligible Lender and a Disbursement Agent, for the purposes of the Program and the form of which has been approved by the Bond Insurer, in each case as originally executed and as amended or supplemented from time to time in accordance with the terms thereof and with this Indenture, but only to the extent that any such agreement relates to the servicing of Financed Nonfederal Student Loans.

"DTC" shall have the meaning given such term in the General Bond Order.

"Early Termination Date" shall have the meaning given such term in the Senior Exchange Agreement [2004] and any other Senior Exchange Agreement, to the extent defined therein or other described therein.

"Early Termination Payment" shall mean (i) any payment due under the Senior Exchange Agreement [2004] in respect of the declaration of an Early Termination Date and (ii) any other similar payment due under a Senior Exchange Agreement. All references in this Third Supplemental Indenture to (i) Issuing Authority Exchange Payments, Early Termination Payments, and Exchange Counterparty Payments shall expressly be deemed to include any of such payments received in, under or pursuant to the Senior Exchange Agreement [2004] and (ii) to a Senior Exchange Agreement or to an Exchange Counterparty shall expressly be deemed to include the Senior Exchange Agreement [2004] and the Exchange Counterparty [2004].

"Eligible Lender" shall have the meaning given such term in Section 1.2 hereof.

"Eligible Lender Trust Agreement" shall mean (i) with respect the Series 2001 Bonds and the Series 2002 Bonds, the Eligible Lender Trust Agreement, as defined in the General Bond Order, and (ii) with respect to a series of Additional Bonds, the Eligible Lender Trust Agreement set forth in the definition thereof in the Series Bond Order or Supplemental Indenture authorizing the issuance of such series of Additional Bonds, in each case as originally executed and as from time to time amended or supplemented.

"Eligible Lender Trustee" shall mean (i) with respect to the Series 2001 Bonds and the Series 2002 Bonds, the Eligible Lender Trustee, as defined in the General Bond Order, and (ii) with respect to a series of Additional Bonds, the eligible lender trustee set forth in the definition thereof in the Supplemental Indenture authorizing the issuance of such series of Additional Bonds, in each case as originally executed and as from time to time amended or supplemented.

"Event of Default" shall have the meaning set forth in Section 8.1 hereof.

"Excess Interest" shall mean, with respect to a series of Bonds as of the date of computation, the amount, if any, which, (i) if used to forgive principal of and/or interest on Student Loans Financed from the proceeds of such series of Bonds on the last day of the immediately preceding calendar quarter, or, (ii) if, in lieu of such use, transferred to the related Series Escrow Interest Account of the Escrow Interest Fund on the next succeeding Transfer Date, would be sufficient to cause the Balances in such Series Escrow Interest Account (excluding any Excess Investment Earnings and any investment earnings thereon) to equal an amount that would cause the yield on the student loan portfolio of such Financed Student Loans to be equal to or less than the Bond Yield calculated in accordance with Section 148 of the Internal Revenue Code, plus one and one-half percent per annum or such greater spread as may, in the written opinion of Bond Counsel delivered to the Administrator and the Trustee, be

permitted by the Internal Revenue Code (such one and one-half percent per annum or greater spread being herein referred to as the "Permitted Spread"); in any event together with any additional amounts as shall be required by the provisions of this Indenture or as shall otherwise be necessary, in the opinion of Bond Counsel, to prevent such series of Bonds from being "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code. All determination of Excess Interest shall be made in accordance with the provisions of this Indenture and the Internal Revenue Code.

"Excess Investment Earnings" shall mean all earnings on Excess Interest, and earnings on such earnings, in excess of the amount that would have been earned if such amounts had been invested at a yield equal to the yield on the student loan portfolio of Financed Student Loans related to a series of Bonds.

"Excess Surplus" shall mean with respect to any date, an amount equal to the excess, if any, of (i) Accrued Assets over (ii) 103% (or such higher percentage as shall be directed in writing by the Bond Insurer) of Accrued Liabilities.

"Excess Surplus Account" shall mean the Account so designated and established in the Bond Fund by the General Bond Order.

"Exchange Counterparty" shall mean any Person with whom the Issuing Authority shall, from time to time, enter into a Senior Exchange Agreement.

"Exchange Counterparty Guarantee" shall mean a guarantee in favor of the Issuing Authority given in connection with the execution and delivery of a Senior Exchange Agreement hereunder.

"Exchange Termination Date" shall mean with respect to the exchange of a Federal Student Loan Financed with the original proceeds of the Series 2001 Bonds that is no longer eligible to bear interest at the Reduced Interest Rate for a Federal Student Loan that is eligible to bear interest at the Reduced Interest Rate, (i) March 1, 2009 or (ii) such later date as the Administrator certifies in writing to the Trustee if the certificate is accompanied by the written consent of the Bond Insurer.

"Extraordinary Program Operating Expenses" shall mean Program Operating Expenses (i) that are not incurred on a periodic basis hereunder and, therefore, would not have been included as a portion of the Program Operating Expenses reflected in the most recent Certificate and Agreement, (ii) are to be incurred as a single non-recurring expense due to some requirement of the Indenture or the Program that must be satisfied, (iii) that have been approved in writing by the Issuing Authority and (iv) with respect to the payment of which the Administrator shall have received the written consent of the Bond Insurer. To the extent requested by the Bond Insurer, the Administrator shall provide such supporting data as the Bond Insurer may reasonably request, including, without limitation, a revised Cash Flow Statement giving effect to the one-time payment of such Extraordinary Program Operating Expenses.

"Favorable Opinion" shall mean an opinion of Bond Counsel satisfactory to the Bond Insurer addressed to the Issuing Authority, the Administrator, the Bond Insurer, the Rating Agencies and the Trustee to the effect that the action proposed to be taken is authorized or permitted by the Higher Education Act and this Indenture and will not adversely affect any exclusion from gross income for federal income tax purposes of interest on any series of Bonds as that exclusion existed prior to such action.

"Federal Statutory Rate" shall mean, at any given time, the interest rate applicable at such time to a Federal Student Loan pursuant to and determined in accordance with the applicable provisions of the Higher Education Act.

"Federal Student Loan" shall mean a loan (i) made to or for the benefit of a Student, (ii) Guaranteed, (iii) bearing interest at the Federal Statutory Rate, or such lesser rate of interest per annum not less than the Lowest Permitted Loan Rate and (iv) originated in compliance with the Federal Family Education Loan Program authorized under Title IV, Part B, of the Higher Education Act; provided, however, that, notwithstanding anything to the contrary in the Indenture, if, after any reauthorization or amendment of the Higher Education Act, any loans authorized thereunder, including the benefits to which they are entitled, are materially different from loans authorized prior to such reauthorization or amendment, such loans shall not be Financed as Federal Student Loans under the Indenture after such reauthorization or amendment unless the Trustee has received a Rating Confirmation.

"Final Payment Date" shall mean, with respect to any Demand Bond (other than a Demand Bond bearing interest at a Long Rate), the Business Day on which payment of such Bond is required to be made after receipt by the Remarketing Agent and, if applicable, the Trustee of a Notice and Demand in respect of such Bond, as set forth in Section 3.1 of the Indenture and Schedule II - 2001 hereto.

"Financed" in the case of Student Loans shall refer to Student Loans acquired directly, or indirectly, whether by purchase or origination, through the Eligible Lender Trustee, with the proceeds of a series of Bonds, or with moneys in a Series Student Loan Principal Account in the Revenue Fund or a Series Student Loan Interest Account in the Revenue Fund, or upon the exchange of Student Loans pursuant to Section 5.4 hereof, and included in the related Series Student Loan Portfolio Account in the Student Loan Portfolio Fund; and to "Finance" or "Financing" in the case of Student Loans shall mean to acquire or the acquisition of, respectively, directly, or indirectly, whether by purchase or origination, through the Eligible Lender Trustee, such Student Loans with such moneys or upon any such exchange or transfer.

"Financed Student Loans" shall mean Student Loans which are Financed and are evidenced solely by promissory notes and applications related thereto.

"Fiscal Year" means the fiscal year of the State, which is as of the Closing Date each twelve-month period ending June 30.

"Fitch" shall mean, with respect to a series of Bonds, Fitch Ratings, and its successors and assigns, or if Fitch no longer rates such series of Bonds, any Rating Agency currently rating such series of Bonds.

"Fixed Rate" shall mean, unless otherwise provided with respect to a series of Bonds in the Series Bond Order or Supplemental Indenture authorizing the issuance of such series, the fixed rate of interest borne by such series of Bonds on and after the Fixed Rate Conversion Date and determined in accordance with the applicable provisions of this Indenture.

"Fund" shall have the meaning given such term in the General Bond Order.

"GLELSI" shall mean Great Lakes Educational Loan Services, Inc. a wholly-owned subsidiary of GLHEC and any other Person succeeding to the functions thereof.

"GLELSI Servicing Agreement" shall mean the Great Lakes Higher Education Servicing Corporation Student Loan Servicing Agreement, dated as of March 1, 2001, among Great Lakes Higher Education Servicing Corporation (now GLELSI), the Eligible Lender

Trustee and the Administrator, as such agreement may be amended, supplemented or modified from time to time, relating to Federal Student Loans.

“GLHEGC” shall mean Great Lakes Higher Education Guaranty Corporation, a Wisconsin nonstock, non-profit corporation and any other Person succeeding to the functions thereof.

“Guarantee” or “Guaranteed” shall have the meaning given such term in the Section 1.2 hereof.

“Guarantors” shall mean GLHEGC, MGSLP and USAF or any other agency, whether a governmental body or private corporation or other entity, approved by the Bond Insurer and eligible under the Higher Education Act to provide a Guarantee for a Federal Student Loan.

“Higher Education Act” shall have the meaning given such term in the General Bond Order.

“Indenture” shall mean this Supplemental Indenture Number Three, dated as of April 1, 2005, including all Exhibits and Schedules hereto, amending and restating the Original Indenture as amended and supplemented by the First Supplemental Indenture and the Second Supplemental Indenture, as from time to time amended or supplemented by Supplemental Indentures or otherwise.

“Indirect Participant” shall mean any Person on behalf of whom a Depository Participant holds an interest in a series of Bonds.

“Initial Auction Agent” shall mean (i) with respect to the ARS/Series 2001 Bonds, Bankers Trust Company, New York, New York, its successors and assigns, (ii) with respect to the ARCs/Series 2002 Bonds, Deutsche Bank Trust Company Americas, and (iii) with respect to any series of Additional ARS Bonds, the Initial Auction Agent specified in the Series Bond Order or Supplemental Indenture authorizing such series.

“Initial Auction Agent Agreement” shall mean (i) with respect to the ARS/Series 2001 Bonds, the Auction Agent Agreement, dated as of March 1, 2001, by and among the Issuing Authority, the Administrator, the Trustee and the Initial Auction Agent, including any amendment thereof or supplement thereto, (ii) with respect to the ARCs/Series 2002 Bonds, the Auction Agency Agreement, dated as of December 1, 2002, by and among the Issuing Authority, the Administrator, the Trustee and the Initial Auction Agent, including any amendment thereof or supplement thereto, and (iii) with respect to any Additional ARS Bonds or Additional ARCs Bonds, the Initial Auction Agent Agreement as defined in the Series Bond Order or Supplemental Indenture authorizing such series.

“Initial Auction Rate Adjustment Date” shall mean (i) with respect to the ARS/Series 2001 Bonds, the date or dates, set forth in the Schedule I - 2001 attached hereto, on which the Initial Auction Rate for each of the Series 2001A Senior Bonds and Series 2001B Subordinated Bonds, respectively, takes effect in connection with the implementation of the Auction Procedures; (ii) with respect to the ARS/Series 2002 Bonds, the date or dates, set forth in the Schedule I - 2002 attached hereto, on which the Initial Auction Rate for each of the Series 2002A Senior Bonds and Series 2002B Subordinated Bonds, respectively, takes effect in connection with the implementation of the Auction Procedures; and (iii) with respect to any series of Additional ARS Bonds or Additional ARCs Bonds, the date or dates set forth in the Series Bond Order or Supplemental Indenture authorizing such series on which the initial Auction Rate takes effect.

"Initial Auction Rate Determination Date" shall mean (i) with respect to the ARS/Series 2001 Bonds, the date or dates, set forth in the Schedule I - 2001 attached hereto, on which the initial Auction Rate for each of the ARS/Series 2001A Senior Bonds and the ARS/Series 2001B Subordinated Bonds, respectively, is determined in connection with the implementation of the Auction Procedures; (ii) with respect to the ARCs/Series 2002 Bonds, the date or dates, set forth in the Schedule I - 2002 attached hereto, on which the initial Auction Rate for each of the ARS/Series 2002A Senior Bonds and the ARS/Series 2002B Subordinated Bonds, respectively, is determined in connection with the implementation of the Auction Procedures; and (iii) with respect to any series of Additional ARS Bonds or Additional ARCs Bonds, the date or dates set forth in the Series Bond Order or Supplemental Indenture authorizing the issuance of such series, on which the Initial Auction Rate is determined in connection with the implementation of the Auction Procedures.

"Initial Interest Period" shall have the meaning given to such term in Annex A-2002 attached to this Indenture.

"Initial Liquidity Facility" shall mean the first of any letter of credit, line of credit, standby purchase agreement, surety bond or other instrument utilized to provide liquidity support in connection with a Variable Rate Conversion pursuant to the terms of Article 2.0 of Annex A-2001 and any Supplemental Indenture executed in connection therewith.

"Initial Market Agent" shall mean (i) with respect to the ARS/Series 2001 Bonds, Salomon Smith Barney Inc., and its successors and assigns, (ii) with respect to the ARS/Series 2002 Bonds, UBS Financial Services Inc., and its successors and assigns, and (iii) with respect to any series of Additional ARS Bonds or Additional ARCs Bonds, the Initial Market Agent identified in the Series Bond Order or Supplemental Indenture authorizing the issuance of such series.

"Initial Period" shall mean (i) as to each series of the ARS/Series 2001 Bonds, the period commencing on the Closing Date and continuing to, but not including, the Initial Rate Adjustment Date for each such series of ARS/Series 2001 Bonds, and (ii) as to each series of any other ARS Bonds, the period commencing on the date of delivery of such ARS Bonds and continuing through the day immediately preceding the Initial Rate Adjustment Date for such series.

"Initial Rate" shall mean, with respect to each series of Variable Rate Bonds, the rate per annum determined for each such series not later than the Business Day before the Closing Date or the Variable Rate Conversion Date, as the case may be.

"Interest Account" shall mean an Account of the Bond Fund from which the Trustee pays interest on the Bonds of a series and any Issuing Authority Exchange Payments related thereto.

"Interest Coverage Requirement" shall mean, with respect to the principal amount of Demand Bonds, the aggregate amount of interest accruing on such Bonds during a period of 195 days, assuming an annual rate of interest equal to the Assumed Rate and based on a year consisting of 365 days, or such other period as shall be required by each Rating Agency then rating such Demand Bonds.

"Interest Payment Date" shall mean, with respect to a series of Bonds, the Interest Payment Date as defined in the Series Bond Order, *provided, however, that* any Period Adjustment Date or any Conversion Date shall also be an Interest Payment Date and in connection with any Auction Period Conversion the Interest Payment Date may be changed as provided in the Supplemental Indenture executed in connection with such Auction Period

Conversion; *provided further, that* for purposes of payment of interest on the Bonds, if any such date is not a Business Day, such payment shall be made on the next succeeding day which is a Business Day with the same effect as if made on such date.

"Interest Payment Period" shall mean the period beginning on the most recent Interest Payment Date and continuing through and including the day immediately preceding the next occurring Interest Payment Date; *provided, however, that* for a series of Bonds upon their initial issuance, the initial Interest Payment Period shall begin on the Closing Date and end on and include the day immediately preceding the first Interest Payment Date for such series.

"Interest Period" shall mean an Auction Period or other Variable Rate Period.

"Interest Rate" shall mean the rate of interest per annum borne by a series of Bonds, which rate may be a Variable Rate (including an Auction Rate) or a Fixed Rate.

"Interest Rate Limitation" shall mean, with respect to a series of Variable Rate Bonds, unless otherwise specified in the Series Bond Order or Supplemental Indenture authorizing their issuance, the lesser of twelve percent (12%) per annum or the maximum rate permitted by law.

"Interest Subsidy Payments" shall have the meaning given such term in the General Bond Order.

"Internal Revenue Code" shall have the meaning given such term in the General Bond Order.

"Investment Securities" shall have the meaning set forth in Section 5.10 hereof.

"Issuing Authority" shall mean the Treasurer of the State of Ohio, including all successors duly elected to such office after the date hereof.

"Issuing Authority Exchange Payment" shall mean a payment due to an Exchange Counterparty from the Issuing Authority pursuant to the applicable Senior Exchange Agreement, including (except as otherwise provided in the Indenture), but not limited to, any Early Termination Payment.

"Lender" shall mean any "eligible lender" as defined in the Higher Education Act and qualified to participate as a lender in the making of Federal Student Loans under the Program.

"LIBOR" shall mean, the rate of interest per annum equal to the rate per annum at which United States dollar deposits having a particular maturity are offered to prime banks in the London interbank market which appears on the Reuters Screen LIBOR Page as of approximately 11:00 a.m., London time, on the applicable Rate Determination Date. If at least two such quotations appear, LIBOR shall be the arithmetic mean (rounded to the nearest one-hundredth of one percent (.01%)) of such offered rates. If fewer than two such quotes appear, LIBOR with respect to an Interest Period will be determined at approximately 11:00 a.m., London time, on such applicable Rate Determination Date on the basis of the rate at which deposits in United States dollars having such particular maturity are offered to prime banks in the London interbank market by four major banks in the London interbank market selected by (i) the Auction Agent after consultation with the Market Agent or (ii) the Trustee after consultation with the Remarketing Agent, as applicable, and in a principal amount of not less than U.S. \$1,000,000 and that is representative for a single transaction in such market at such time. The Auction Agent or the Trustee, as applicable, will request the principal London office of each of such

banks to provide a quotation of its rate. If at least two quotations are provided, LIBOR shall be the arithmetic mean (rounded to the nearest one-hundredth of one percent (.01%)) of such offered rates. If fewer than two quotations are provided, LIBOR with respect to such Interest Period shall be the arithmetic mean (rounded to the nearest one-hundredth of one percent (.01%)) of the rates quoted at approximately 11:00 a.m., New York City time on such applicable Rate Determination Date by three major banks in New York, New York selected by (i) the Auction Agent after consultation with the Market Agent or (ii) the Trustee after consultation with the Remarketing Agent, as applicable, for loans in United States dollars to leading European banks having such particular maturity and in a principal amount equal to an amount of not less than U.S. \$1,000,000 and that is representative for a single transaction in such market at such time; *provided, however, that* if the banks selected as aforesaid are not quoting as mentioned in this sentence, LIBOR for the applicable Interest Period shall be LIBOR as in effect for the immediately preceding Interest Period.

"Liquidity Facility" shall mean, collectively, the Initial Liquidity Facility, any Alternate Liquidity Facility and any Renewal Liquidity Facility.

"Liquidity Facility Expiration Date" shall mean the Business Day next preceding the day on which the Liquidity Facility shall, by its terms, expire or will be terminated by the Liquidity Facility Provider and will not be replaced by a Renewal Liquidity Facility.

"Liquidity Facility Fees" shall mean the amounts payable to a Liquidity Facility Provider under a Liquidity Facility, excluding, however, amounts representing the principal of and accrued interest on Custody Bonds.

"Liquidity Facility Bonds" shall mean any and all amounts payable to a Liquidity Facility Provider under a Liquidity Facility, including without limitation Liquidity Facility Fees and the principal of and interest at the Custody Rate on Custody Bonds.

"Liquidity Facility Provider" shall mean the initial Liquidity Facility Provider for the period during which the Initial Liquidity Facility and its related agreements are effective and thereafter shall mean the entity then obligated under any Alternate Liquidity Facility and its related agreement or any Renewal Liquidity Facility and its related agreement then in effect.

"Loan Acquisition Expenses" shall mean any expenses or charges which in the sole discretion of the Administrator are directly or indirectly attributable to the acquisition, whether by purchase, exchange or origination, of a Student Loan under the Indenture, including, without limitation, any premium (not to exceed in any case the amount permitted in the currently effective Certificate and Agreement), transfer fees or other amounts paid from a Series Acquisition Account, a Series Student Loan Principal Account or a Series Student Loan Interest Account or other Series Account, as the case may be, *provided, however, that* no expense or charge otherwise included in this definition shall exceed the maximum amount, if any, permitted by law at the time of payment.

"Long Rate" shall mean the rate of interest borne by a series of Bonds during any Long Rate Period.

"Long Rate Non-Demand Bonds" shall mean Variable Rate Bonds bearing interest at a Long Rate for a Long Rate Period which are not entitled to be purchased pursuant to the terms of a Liquidity Facility.

"Long Rate Period" shall mean an Interest Period (other than an Auction Period) of more than ninety (90) days.

“Lowest Permitted Loan Rate” shall mean with respect to a Federal Student Loan, the rate of interest per annum that equals the lowest Reduced Interest Rate that a Federal Student Loan may bear *less* the ACH Interest Rate Reduction, if any.

“Mandatory Tender Date” shall mean, with respect to a series of Bonds, any Period Adjustment Date, a Fixed Rate Conversion Date, a Variable Rate Conversion Date, any date on which a Liquidity Facility is replaced by an Alternative Liquidity Facility or any date which is the fifth (5th) Business Day preceding the day on which a Liquidity Facility will expire or will terminate by its terms.

“Market Agent” shall mean (i) with respect to the ARS/Series 2001 Bonds, the Initial Market Agent for such ARS/Series 2001 Bonds, unless and until a Substitute Market Agent Agreement is entered into, after which Market Agent shall mean the Substitute Market Agent, (ii) with respect to the ARCs/Series 2002 Bonds, the Initial Market Agent for such ARCs/Series 2002 Bonds, unless and until a Substitute Market Agent Agreement is entered into, after which Market Agent shall mean the Substitute Market Agent and (iii) with respect to any other series of ARS Bonds or ARCs Bonds, the Initial Market Agent, as defined in the Series Bond Order or Supplemental Indenture authorizing the issuance of such other series of ARS Bonds or ARCs Bonds, as the case may be.

“Market Agent Agreement” shall mean, (i) as to the Series 2001 Bonds, the Market Agent Agreement, dated as of March 1, 2001, between the Trustee and the Initial Market Agent, as approved by the Administrator, until and unless a Substitute Market Agent Agreement is effective, after which Market Agent Agreement shall mean such Substitute Market Agent Agreement, in each case as from time to time amended or supplemented, (ii) as to the Series 2002 Bonds, the Market Agent Agreement, dated as of December 1, 2002, between the Trustee and the Initial Market Agent, as approved by the Administrator, until and unless a Substitute Market Agent Agreement is effective, after which Market Agent Agreement shall mean such Substitute Market Agent Agreement, in each case as from time to time amended or supplemented, and (iii) as to any series of Additional ARS Bonds or Additional ARCs Bonds, the Market Agent Agreement as defined in the Series Bond Order or the Supplemental Indenture authorizing the issuance of such Series.

“Material Adverse Change in the Loan Program” shall mean, with respect to Bonds, any material adverse change subsequent to the effective date of this Third Supplemental Indenture enacted by the United States Congress or implemented by the Secretary of Education, or, if applicable, the general assembly of the State, or any material adverse change resulting from the actions of the Issuing Authority with respect to (i) the guarantee obligations or guarantee percentage of any Guarantor, (ii) federal reinsurance provisions with respect to Federal Student Loans, or (iii) any other characteristics to the extent applicable, including but not limited to (a) Special Allowance Payments formulae, (b) the loan interest rate or yield formulae, (c) Interest Subsidy Payments, or (d) rebate provisions to either the borrower or to any other party, other than the Issuing Authority or the Trustee; *provided, however, that* so long as any Bonds are Outstanding to which the Municipal Bond Insurance Policy applies, such change is determined by the Bond Insurer in its sole discretion to be “material” and “adverse” if the Bond Insurer so notifies the Issuing Authority and the Administrator in writing; *provided further, however, that* any such change in one of the characteristics set forth in item (iii) above resulting in a change of five basis points or less to the yield to maturity of a Federal Student Loan or any such change that does not adversely affect any assumption, constraint or parameter contained in the most recent Cash Flow Statement acceptable to the Bond Insurer (as reasonably determined by the Bond Insurer) shall not be deemed “material.”

The term “materially,” as used in Article VI hereof, shall mean any effect which will result (i) in a Holder not being fully and timely paid principal of and interest on such

Holder's Bonds, or (ii) with respect to the Bonds, in interest thereon not being excluded from gross income for federal income tax purposes.

"Maturity Date" or "Maturity Dates" shall mean (i) with respect to the Series 2001 Bonds, the date or dates, respectively, set forth in the definition thereof in the Series Bond Order authorizing issuance of the Series 2001 Bonds; (ii) with respect to the Series 2002 Bonds, the date or dates, respectively, set forth in the definition thereof in the Series Bond Order authorizing issuance of the Series 2002 Bonds; and (iii) with respect to a series of Additional Bonds, the date or dates, respectively, set forth in the Series Bond Order or the Supplemental Indenture authorizing the issuance of such series.

"MGSLP" shall mean Montana Guaranteed Student Loan Program, an agency of the State of Montana, and any other Person succeeding to the functions thereof.

"Minimum Authorized Denomination" shall mean, with respect to a series of Bonds, the smallest Authorized Denomination that a Holder of Bonds of such series may hold such Bonds.

"Monthly Rate" shall mean the rate of interest borne by a series of the Bonds during a Monthly Rate Period.

"Monthly Rate Period" shall mean, with respect to a series of Variable Rate Bonds, an Interest Period (other than an Auction Period) which begins on a Business Day and ends approximately one month later, provided that the Monthly Rate Period commencing on a Period Adjustment Date may be less than one month.

"Moody's" shall mean Moody's Investors Service, a Delaware corporation, its successors and assigns.

"Municipal Bond Insurance Policy" shall have the meaning given such term in the Ancillary Order, and shall mean the Financial Guaranty Insurance Policy No. 23838BE, dated April 18, 2005.

"Net Asset Balance" on any date of determination, shall mean the amount equal to Accrued Assets less Accrued Liabilities.

"Net Rebate Liability" shall mean the amount of net liability, if any, for rebatable arbitrage determined with respect to a series of Bonds in accordance with Section 1.148 of the Treasury Regulations promulgated under Section 148 of the Internal Revenue Code.

"Ninety-Day LIBOR" shall mean LIBOR with respect to U.S. dollar denominated deposits have a maturity of ninety (90) days.

"Nonfederal Student Loan" shall mean a loan that is not a Federal Student Loan, that is for post-secondary education at eligible institutions, or for consolidating two or more of such loans into a single loan, made by an Eligible Lender pursuant to the Policy Guidelines to or for the benefit of a Student for the purpose of financing part or all of the Student's Costs of Attendance and whose Financing has been approved in writing by the Bond Insurer; *provided, however, that* no such approval shall be required for the Financing hereunder of the Nonfederal Student Loans outstanding under the Ohio Supplemental Student Loan Program.

"Officer's Certificate" shall mean a document signed by an Authorized Officer of the Administrator either attesting to or acknowledging the circumstances, representations or

other matters therein stated or set forth or directing that an action be taken by the person to whom such document is addressed.

"Ohio Centric Program Manual" shall have the meaning given such term in Section 1.2 hereof.

"Ohio Scholarship and Fellowship Account Deposit" shall mean the deposit, not to exceed the amount permitted for annually under the provisions of the most recent Certificate and Agreement, to be made from time to time to the related Series Ohio Scholarship and Fellowship Account under and in accordance with the provisions of clause Sixth of Section 5.5.2(b) hereof.

"Ohio SSLP Program Manual" shall mean the program manual applicable to the Ohio Supplemental Student Loan Program, as initially approved pursuant to the Act and the Policy Guidelines, and as amended, supplemented and modified, with the written consent of the Bond Insurer, from time to time in accordance with the Act and the Policy Guidelines.

"Ohio Supplemental Student Loan Program" shall mean the State's program of making or financing the acquisition of Education Loans under and pursuant to and as defined in Supplemental Indenture Number Three, dated as of October 1, 2001, which amended and restated the Original Ohio SSLP Indenture, as such Supplemental Indenture Number Three was amended by Supplemental Indenture Number Four, dated as of December 1, 2004, each by and among the Treasurer of the State of Ohio, KnowledgeWorks Foundation and U.S. Bank National Association in its separate capacities of education lender trustee and trustee.

"Original Ohio SSLP Indenture" shall mean the Indenture of Trust, dated as of May 1, 1996, as amended, by and among the Treasurer of the State of Ohio, SLFC, Inc. (now known as KnowledgeWorks Foundation), Star Bank, National Association (predecessor to U.S. Bank National Association) in its separate capacities of education lender trustee and trustee.

"Outstanding" when used with respect to Bonds shall refer to any Bonds executed, authenticated, issued and delivered under this Indenture other than Bonds for the transfer or exchange of or in lieu of which other Bonds shall have been authenticated and delivered by the Trustee pursuant to this Indenture and other than Bonds which at the time are deemed not to be Outstanding under this Indenture by reason of the operation and effect of Section 10.2 hereof or the limitation of Section 7.3 hereof.

"Participant" shall mean a Person who is a participant in or member of the Depository, as determined by the rules or bylaws of the Depository.

"Period Adjustment Date" shall mean, as to a series of Bonds, the first day of any Interest Period unless such Interest Period and the immediately preceding Interest Period are both Auction Periods (except with respect to an Auction Period commencing on an Auction Period Conversion Date); *provided that* a Period Adjustment Date shall occur on a Business Day.

"Permitted Spread" shall have the meaning given such term in the definition of "Excess Interest" herein.

"Person" or words importing persons shall mean firms, associations, partnerships, joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Placement" shall mean the remarketing of a Variable Rate Bond by the Remarketing Agent at a purchase price of not less than par plus any accrued interest on such Variable Rate Bond to the Final Payment Date or the Mandatory Tender Date, as applicable.

"Pledged Receipts" shall mean all Revenues, the Balances of all Accounts (including any Subaccounts therein) and Funds (except any Balances in the Rebate Fund established pursuant to Section 6.14 hereof and the Escrow Interest Fund established pursuant to Section 5.7 hereof), whether derived from proceeds of the sale of the Bonds, from Revenues or from any other source and all rights of the Administrator and the Eligible Lender Trustee therein, all rights of the Issuing Authority, the Administrator and the Eligible Lender Trustee in and to the Financed Student Loans and the Contracts of Guarantee with respect thereto, the Investment Securities, any Senior Exchange Agreement and any Exchange Counterparty Guarantee, the Purchase Agreements and the Servicing Agreements with respect to Financed Student Loans serviced thereunder, including all rights of the Administrator and the Issuing Authority under the warranties of each Seller or Servicer, as the case may be, thereunder, and any proceeds thereof.

"Principal Office" shall mean, with respect to the Trustee, its corporate trust office located at the notice address set forth in Section 12.4 hereof, as such address may be changed pursuant to the provisions of Section 12.4 hereof.

"Program" shall mean the Ohio Centric Student Loan Program authorized under Chapter 3366 of the Ohio Revised Code which establishes a secondary market for the origination and acquisition of Student Loan(s) of a borrower, as more fully described in the Ohio Centric Program Manual and the Amended Administration Agreement, and as such Program Manual and Administration Agreement are modified and amended from time to time in accordance with the Policy Guidelines and the Act.

"Program Expense Account" shall mean an Account of the Services Fund from which the Trustee pays Program Operating Expenses described in clause (iv) of the definition thereof in Section 1.1 hereof.

"Program Expense Requirement" shall mean, with respect to a series of Bonds and as of any date of calculation, such amount as may then be necessary to be accumulated in the related Series Program Expense Account for payment, in accordance with Section 5.8 hereof, of the related Program Operating Expenses described in clause (iv) of the definition thereof in this Section 1.1 due or to become due during the three (3) months beginning on the first day of the next succeeding calendar month as provided in Section 6.15 hereof.

"Program Operating Expenses" shall mean, with respect to one or more series of Bonds, all items of expense allocable to the operation of the Program, including (i) (A) any amounts required by Section 6.14 hereof or otherwise to be deposited into a Series Rebate Account of the Rebate Fund; (B) Excess Interest liability, if any, based upon the yield on acquired purpose obligations and required to be deposited into a Series Escrow Interest Account of the Escrow Interest Fund and (C) "yield reduction payments" under Section 1.148-5(c) of the Treasury Regulations promulgated under Section 148 of the Internal Revenue Code; (ii) any amounts required (A) under the Higher Education Act, the rules and regulations in effect thereunder or (B) by the Secretary of Education to be remitted to the United States Department of Education; (iii) (A) the fees and expenses of and any other amounts payable to the Trustee, the Eligible Lender Trustee, an Authenticating Agent, if any, the Administrator (excluding, however, any amount to be paid to the Administrator in connection with its administration of and the provision of services to the Ohio Scholarship and Fellowship Account/2002 under Section 5.6.4 hereof), the Servicers, the Auction Agent, the Broker-Dealers, the Market Agent, a Liquidity Facility Provider or the provider of a Credit Enhancement Facility, a Remarketing Agent, a Depository, any bank providing lock-box or similar services in connection with Financed

Student Loans, in each case under their respective agreements; (B) the premium payable on the Municipal Bond Insurance Policy to the Bond Insurer, and (C) the fees and expenses of and any other amounts payable to any provider of services to the Program that are required to be provided under the terms and provisions of the Indenture, the Internal Revenue Code or the Higher Education Act, including, but not limited to, providers of audit services or the providers of calculation services, and other related services, for the purpose of determining arbitrage/rebate liability, if any; and (iv) (A) the Ohio Scholarship and Fellowship Account Deposit and (B) the fees and expenses incurred directly by the Issuing Authority in the administration of the Program under the Higher Education Act, the Administration Agreement, a Contract of Guarantee and any other agreement or legal requirement affecting the administration of the Program, including, without limitation, the fees and expenses incurred by the Issuing Authority for services rendered with respect to the Program under any sub-administration agreement between the Issuing Authority and the provider of such contracted services, the costs of legal, accounting, auditing, management, consulting, banking and financial advisory services and expenses, costs of salaries, supplies, utilities, mailing, labor, materials, office rent, maintenance, furnishings, equipment, machinery, apparatus and insurance premiums, Costs of Issuance not paid from proceeds of such series of Bonds, and other reasonable and proper expenses, including both operating expenses and capital expenditures incurred or to be incurred in connection with the operation of the Program.

"Purchase Agreements" shall mean, collectively, each of the Student Loan Purchase Agreements entered into prior to, on or after the Closing Date, but not later than the last effective Recycling Termination Date, each between the Administrator on behalf of the Issuing Authority and a Seller, for purposes of the Program (in whole or in part), together with other similar Student Loan Purchase Agreements entered into from time to time by the Issuing Authority or the Administrator on behalf of the Issuing Authority and Sellers for purposes of the Program (in whole or in part), in each case as originally executed and as from time to time amended or supplemented in accordance with the terms thereof and with this Indenture, and in each case only to the extent that such Purchase Agreement governs one or more Financed Student Loans.

"Rate Adjustment Date" shall mean any date on which the rate of interest borne by any series of Bonds, if applicable, is subject to change, which shall be the first day of each Interest Period and any Conversion Date.

"Rate Determination Date" shall mean, with respect to a series of Bonds, unless otherwise provided with respect to any series of Additional Bonds in the Series Bond Order or Supplemental Indenture authorizing the issuance of such series, any date on which the rate of interest to be borne by such series of Bonds is determined in accordance with the applicable provisions of Article 2.0 of Annex A-2001 and Schedule II - 2001 to this Indenture or Annex A-2002, Annex B-2002 and Exhibit H [2002] to this Indenture or similar provisions contained in another Supplemental Indenture applicable to a series of Additional Bonds, as the case may be.

"Rating Agency" shall mean Moody's, Fitch, S&P and any other rating agency from whom the Administrator requests and receives a rating on a series of Bonds, and the successor of each of them or, if they no longer exist and have no successors, then any other rating agency then rating the Outstanding Bonds.

"Rating Category" shall mean one of the generic rating categories of a Rating Agency, without regard to any refinement or graduation of such rating category by a numerical modifier, plus or minus sign, or otherwise.

"Rebate Fund" shall mean the Fund created and established in Section 9 of the General Bond Order and as further described in Section 6.14 hereof.

"Record Date" shall mean (i) with respect to the ARS Bonds, the Business Day immediately preceding each Interest Payment Date and (ii) with respect to a series of Bonds (a) bearing interest at a Fixed Rate, the fifteenth (15th) day preceding such Interest Payment Date and (b) bearing interest at a Variable Rate other than an Auction Rate, the date set forth in Schedule II for such term.

"Recycling Resumption Date" shall mean the date on which the Financing of Student Loans resumes after a Recycling Termination Date, which Resumption Date shall be the day immediately following (i) with respect to the Recycling Termination Events described in item (a) of the definition thereof, delivery of a Cash Flow Statement by the Administrator acceptable to the Bond Insurer and (ii) with respect to all other Recycling Termination Events, the receipt by the Administrator of the written consent of the Bond Insurer that the Financing of Student Loans may resume, which consent shall not be unreasonably withheld; *provided, however, that* in connection with a Recycling Termination Date due to a draw under a Liquidity Facility which results in the existence of Custody Bonds, a Recycling Resumption Date shall occur only if, in addition to the satisfaction of the preceding items (i) and (ii), there are no Custody Bonds Outstanding.

"Recycling Termination Date" shall mean (i) with respect to the purchase of Student Loans with funds in the Student Loan Principal Account/2001 or in the Student Loan Interest Account/2001, July 1, 2006; (ii) with respect to the purchase of Student Loans with funds in the Student Loan Principal Account/2002 or in the Student Loan Interest Account/2002, July 1, 2006; (iii) with respect to purchase of Student Loans with funds in a Series Student Loan Principal Account or Series Student Loan Interest Account other than those accounts identified in the preceding clauses (i) and (ii), the date or dates specified in the Series Bond Order or Supplemental Indenture establishing such Series Accounts, or (iv) with respect to the preceding clauses (i), (ii) and (iii), such later date as the Administrator designates in writing to the Trustee if such certificate is accompanied by written consent of the Bond Insurer and written notification to the Rating Agencies then rating any Bonds of the extension of such Date; *provided, however, that* notwithstanding the foregoing, any date on which a Recycling Termination Event occurs shall also be a Recycling Termination Date; *provided further, however, that* notwithstanding the foregoing, the occurrence of a Recycling Termination Date shall not affect the acquisition of a Student Loan that has been partially disbursed on the date of the occurrence of such Recycling Termination Date.

"Recycling Termination Event" shall mean any time:

- (a) there have occurred two (2) consecutive Auctions when there have not been Sufficient Clearing Bids on the Rate Determination Date for such Auctions;
- (b) there occurs and is continuing an Event of Default;
- (c) there is a draw under a Liquidity Facility which results in the continuing existence of Custody Bonds;
- (d) there occurs a material deficiency in the servicing of the Financed Student Loans as noted in a Servicing Audit that materially adversely affects, in the reasonable opinion of the Bond Insurer, the payment of principal of or interest on the Bonds; or
- (e) any material deterioration in the economic or legal status of a Servicer that could materially adversely affect, in the reasonable opinion of the Bond Insurer, the payment of principal of or interest on the Bonds;

provided, however, that the Bond Insurer in its sole discretion may waive any Recycling Termination Event and its consequences.

“Redemption Account” shall mean an Account of the Bond Fund from which the Trustee pays the principal of Bonds.

“Reduced Interest Rate” shall mean at any given time the interest rate per annum on a Student Loan which (i) is less than the interest rate that would otherwise have been the interest rate on such a Student Loan, (ii) is the reduced interest rate authorized for such a Student Loan under the provisions of the Ohio Centric Program Manual, (iii) reduction does not exceed the amount set forth in the Certificate and Agreement (unless such Student Loan was Financed prior to the execution and delivery of this Third Supplemental Indenture and the reduction at the time of such Financing exceeded the amount set forth in the currently effective Certificate and Agreement, *provided, however, that* in such case no further reduction shall be effective unless the aggregate reduction does not at the time exceed the permitted amount of reduction set forth in the currently effective Certificate and Agreement), and (iv) when applicable to a Federal Student Loan, is less than the Federal Statutory Rate.

The term “related” shall mean (i) with respect to any Series Subfund, Series Account or Series Subaccount, the Series Subfund, Series Account or Series Subaccount that is designated and established by the Series Bond Order in connection with, and for the use and benefit of, a specific series of Bonds, (ii) with respect to a series of Bonds, the series of Bonds (a) with respect to which the Series Subfund, Series Account, Series Subaccount has been created, (b) with respect to which the Senior Exchange Agreement has been entered into and any Exchange Counterparty Guarantee has been issued, or (c) from the proceeds of which Student Loans have been Financed, (iii) with respect to Financed Student Loans, the Student Loans Financed (a) with the proceeds of a specific series of Bonds or (b) from Revenues of such specific series of Bonds, and (iv) with respect to a Senior Exchange Agreement and Exchange Counterparty Guarantee, the Senior Exchange Agreement that has been entered into in connection with, and for the benefit of, a specific series of Bonds and the Exchange Counterparty Guarantee issued in connection with such Senior Exchange Agreement.

“Related Program Document” shall mean any one or more of the following documents that is executed and delivered in connection with the Program so long as such document remains in full force and effect: any Administration Agreement, Auction Agent Agreement, Bond Purchase Agreement, Broker-Dealer Agreement, Eligible Lender Trust Agreement, Market Agent Agreement, Purchase Agreement, Remarketing Agreement, Senior Exchange Agreement and any other agreement related to the Program under which indemnification, payable out of the Pledged Receipts, may be given to a party thereto.

“Remarketing Agent” shall mean any Person that is appointed to such capacity by the Administrator on behalf of the Issuing Authority for the purpose of remarketing Bonds that are subject to mandatory tender under the Indenture, and its successors or assigns, and that enters into a Remarketing Agreement.

“Remarketing Agreement” shall mean the remarketing agreement among the Issuing Authority, the Administrator and the Remarketing Agent in a form satisfactory to the Trustee, the Administrator and the Liquidity Facility Provider, if any.

“Renewal Liquidity Facility” shall mean a letter of credit, line of credit, standby bond purchase agreement, surety bond or other financial instrument issued by the Liquidity Facility Provider to the Trustee to renew the Liquidity Facility currently in effect.

"Request of the Administrator" shall mean the written request of the Administrator to the Trustee that the Trustee sell the Financed Student Loans specified in such written request.

"Reserve Account" shall mean an Account the Balances in which shall be applied to the payment of the certain items described in Section 5.2 hereof.

"Reserve Fund" shall mean the Fund established by the General Bond Order and described Section 5.2 hereof.

"Reserve Requirement" shall mean, with respect to item (ii) of the definition of "Reserve Requirement" for the purpose of performing the calculation set forth in such definition to determine the Reserve Requirement, as of the date of calculation, (a) as applicable to the Series 2001 Bonds, an amount equal to two percent (2%) of the Outstanding principal amount of the Series 2001 Bonds and (b) as applicable to the Series 2002 Bonds, an amount equal to one percent (1%) of the Outstanding principal amount of the Series 2002 Bonds; *provided, however, that the aggregate of such amounts shall in no event be reduced below \$500,000 except if a reduction below such amount is necessary to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds or a series of Bonds.*

"Reuters Screen LIBOR Page" shall mean the display designated as page "LIBOR" on the Reuters Monitor Money Rates Service (or such other page as may replace the LIBOR page for the purposes of displaying London interbank offered rates of major banks).

"Revenue Fund" shall mean the Fund established by the General Bond Order and described in Section 5.5 hereof.

"Revenues" shall mean all revenues, receipts and moneys payable into or to the credit of the Revenue Fund pursuant to Section 5.5 hereof, any interest earnings on Investment Securities credited to any other Fund or Account (except the Escrow Interest Fund and the Rebate Fund) as provided in Section 5.10 hereof and all Counterparty Exchange Payments.

"S&P" shall mean Standard & Poor's Ratings Services, a division of McGraw-Hill, Inc.

"SAFM" shall mean Student Assistance Foundation of Montana, a nonprofit corporation organized under the laws of the State of Montana, and its successors and assigns.

"SAFM Servicing Agreement" shall mean the Student Loan Origination and Servicing Agreement, dated as of December 8, 2003, as amended, between SAFM and the Eligible Lender Trustee, relating to the servicing of Student Loans under the Program.

"Sallie Mae" shall mean the Sallie Mae, Inc., a Delaware corporation, and its successors and assigns.

"Sallie Mae Servicing Agreement" shall mean the Servicing Agreement, dated as of May 1, 1996, as amended, between Sallie Mae and the Administrator, relating to the servicing of Nonfederal Student Loans.

"Secretary of Education" shall mean the Secretary of Education, Department of Education of the United States, or any other officer, board, body, commission or agency succeeding to the functions thereof under the Higher Education Act.

“Seller” shall mean a Lender or other entity that has a beneficial interest in a Student Loan the legal title to which is in the name of a Lender and from which the Administrator or the Issuing Authority is purchasing or has purchased or has agreed to purchase directly, or indirectly through an Eligible Lender Trustee, such Student Loan pursuant to a Purchase Agreement.

“Senior Account” shall mean an Account related to and designated primarily for the use of a series of Senior Bonds.

“Senior Bonds” shall mean the Series 2001A Senior Bonds and any Additional Bonds issued on a parity therewith.

“Senior Exchange Agreement” shall mean an interest rate exchange agreement between the Issuing Authority and an Exchange Counterparty, as originally executed and as amended or supplemented, or other interest rate hedge agreement between the Issuing Authority and an Exchange Counterparty, as originally executed and as amended or supplemented, under which the Issuing Authority Exchange Payments to the Exchange Counterparty are on a parity with the payment of interest on Senior Bonds.

“Senior Series Asset Coverage Ratio” shall mean (i) with respect to the Series 2001A Bonds, the ratio, expressed as a percentage, of Accrued Assets related to the Series 2001 Bonds to the Accrued Liabilities related to the Series 2001A Senior Bonds; (ii) with respect to the Series 2002A Bonds and any other series of Additional Bonds constituting Senior Bonds to which the term applies, the ratio, expressed as a percentage, of all Accrued Assets to the Accrued Liabilities of all Outstanding Senior Bonds; and (iii) with respect to a series of Additional Senior Bonds, the ratio described in item (ii) hereof for such series of Senior Bonds.

“series” when used in the term “series of Bonds”, shall mean a series of Bonds issued pursuant to a single Series Bond Order, and shall include within the meaning thereof any individual subseries within that series. For purposes of this Indenture, the Series 2001A Senior Bonds constitutes a series of Bonds and the Series 2001B Subordinated Bonds constitutes a series of Bonds and the Series 2002A-1 Senior Bonds and the Series 2002A-2 Senior Bonds each constitutes a series of Bonds, specifically a series of Senior Bonds, and the Series 2002B Subordinated Bonds constitute a series of Bonds, specifically a series of Subordinated Bonds..

“Series Account” shall mean an Account established by a Series Bond Order, the use of which under this Indenture is related primarily to a specific series of Bonds and whose designation, with respect to such series of Bonds, includes as a suffix the designation such as “2001” or “2001A” or “2001B” when related to the Series 2001 Bonds, the Series 2001A Senior Bonds or the Series 2001B Subordinated Bonds, respectively, as the case may be.

“Series Acquisition Account” shall mean an Acquisition Account of the Acquisition Fund designated as a Series Account.

“Series Administration Account” shall mean an Administration Account of the Services Fund designated as a Series Account.

“Series Asset Coverage Ratio” shall mean (i) with respect to the Series 2001 Bonds, the ratio, expressed as a percentage, of Accrued Assets related to the Series 2001 Bonds to Accrued Liabilities related to the Series 2001 Bonds; (ii) with respect to the Series 2002 Bonds, the ratio, expressed as a percentage, of Accrued Assets related to the Series 2002 Bonds to Accrued Liabilities related to the Series 2002 Bonds and (iii) with respect to a series of Additional Bonds, the ratio described in item (i) hereof for such series of Additional Bonds.

"Series Capitalized Interest Account" shall mean a Capitalized Interest Account of the Acquisition Fund designated as a Series Account.

"Series Cost of Issuance Account" shall mean a Cost of Issuance Account of the Services Fund designated as a Series Account.

"Series Escrow Account" shall mean a Student Loan Escrow Account of the Escrow Interest Fund designated as a Series Account.

"Series Interest Account" shall mean a Series Senior Interest Account and/or Series Subordinated Interest Account of the Bond Fund designated as a Series Account.

"Series Ohio Scholarship and Fellowship Account" shall mean an Ohio Scholarship and Fellowship Account of the Bond Fund designated as a Series Account.

"Series Portfolio Account" shall mean a Student Loan Portfolio Account of the Portfolio Fund designated as a Series Account.

"Series Priority" shall mean with respect to the transfer to a Series Account from other Series Accounts that are not related to such Series Account, first from the Series Accounts with the greatest Series Asset Coverage Ratio (or if more than one series of Bonds has the greatest Series Asset Coverage Ratio, then pro rata among such series based upon the Outstanding principal amount of each such series to the aggregate Outstanding principal amount of all such series with the greatest Series Asset Coverage Ratio) until the Series Asset Coverage Ratios for all series of Outstanding Bonds are equal, and thereafter from the Series Accounts related to each series of Bonds pro rata based upon the Outstanding principal amount of each such series to the aggregate Outstanding principal amount of all such series of Bonds.

"Series Program Expense Account" shall mean a Program Expense Account of the Services Fund designated as a Series Account.

"Series Program Operating Expenses" shall mean the Program Operating Expenses related to a series of Bonds.

"Series Rebate Account" shall mean a Student Loan Rebate Account of the Rebate Fund designated as a Series Account.

"Series Redemption Account" shall mean a Series Senior Redemption Account and/or a Series Subordinated Redemption Account of the Bond Fund designated as a Series Account.

"Series Reserve Account" shall mean a Reserve Account of the Reserve Fund designated as a Series Account.

"Series Senior Interest Account" shall mean a Series Interest Account related to a series of Senior Bonds and designated as a Senior Account.

"Series Senior Redemption Account" shall mean a Series Redemption Account related to a series of Senior Bonds and designated as a Senior Account.

"Series Student Loan Interest Account" shall mean a Student Loan Interest Account of the Revenue Fund designated as a Series Account.

"Series Student Loan Portfolio Account" shall mean a Student Loan Portfolio Account of the Student Loan Portfolio Fund designated as a Series Account.

"Series Student Loan Principal Account" shall mean a Student Loan Principal Account of the Revenue Fund designated as a Series Account.

"Series Subaccount" shall mean a subaccount established by this Indenture, the use of which is related primarily to a specific series of Bonds and whose designation, (i) with respect to a series of the Series 2001 Bonds, includes as a suffix the designation "2001" when related to the Series 2001 Bonds, "2001A" when related to the Series 2001A Senior Bonds, and "2001B" when related to the Series 2001B Subordinated Bonds and (ii) with respect to a series of the Series 2002 Bonds, includes as a suffix the designation "2002" when related to the Series 2002 Bonds, "2002A" when related to the Series 2002A Senior Bonds, and "2002B" when related to the Series 2002B Subordinated Bonds.

"Series Subfund" shall mean a subfund established by this Indenture, the use of which is related primarily to a specific series of Bonds and whose designation, (i) with respect to a series of the Series 2001 Bonds, includes as a suffix the designation "2001" when related to the Series 2001 Bonds, "2001A" when related to the Series 2001A Senior Bonds and "2001B" when related to the Series 2001B Subordinated Bonds and (ii) with respect to a series of the Series 2002 Bonds, includes as a suffix the designation "2002" when related to the Series 2002 Bonds, "2002A" when related to the Series 2002A Senior Bonds and "2002B" when related to the Series 2002B Subordinated Bonds.

"Series Subordinated Interest Account" shall mean a Series Interest Account related to a series of Subordinated Bonds and designated as a Subordinated Account.

"Series Subordinated Redemption Account" shall mean a Series Redemption Account related to a series of Subordinated Bonds and designated as a Subordinated Account.

"Series 2001 Accounts" shall mean the Acquisition Account/2001, Administration Account/2001, Capitalized Interest Account/2001, Costs of Issuance Account/2001, Escrow Interest Account/2001 and the Portfolio Account/2001, Program Expense Account/2001, Rebate Account/2001, the Reserve Account/2001, Senior Interest Account/2001A, Senior Redemption Account/2001A, Student Loan Interest Account/2001, Student Loan Principal Account/2001, Subordinated Interest Account 2001B, and the Subordinated Redemption Account/2001B established by the Series 2001 Bond Order.

"Series 2001 Bond Order" means the order of the Issuing Authority included herein approving the issuance of the Series 2001 Bonds.

"Series 2001 Bonds" shall mean, collectively, and the Series 2001A Senior Bonds and the Series 2001B Subordinated Bonds.

"Series 2001A Initial Rate" shall mean the initial rate of interest per annum with respect to the Series 2001A Senior Bonds set forth in the Bond Purchase Agreement (2001).

"Series 2001A Senior Bonds" shall mean the State of Ohio Student Loan Senior Revenue Bonds, Series 2001A, issued by the Issuing Authority on March 2, 2001 in the original principal amount of \$35,450,000.

"Series 2001B Initial Rate" shall mean the initial rate of interest per annum with respect to the Series 2001B Subordinated Bonds set forth in the Bond Purchase Agreement (2001).

"Series 2001B Subordinated Bonds" shall mean the State of Ohio Student Loan Subordinated Revenue Bonds, Series 2001B, issued by the Issuing Authority on March 2, 2001 in the original principal amount of \$3,950,000.

"Series 2002 Accounts" shall mean the Acquisition Account/2002, the Administration Account/2002, the Costs of Issuance Account/2002, the Escrow Interest Account/2002, the Ohio Scholarship and Fellowship Account/2002, the Portfolio Account/2002, the Program Expense Account/2002, the Rebate Account/2002, the Reserve Account/2002, the Senior Interest Account/2002A, the Senior Redemption Account/2002A, the Student Loan Interest Account/2002, the Student Loan Principal Account/2002, the Subordinated Interest Account 2002B and the Subordinated Redemption Account/2002B established by the Series 2002 Bond Order.

"Series 2002 Bond Order" means the order of the Issuing Authority included herein authorizing the issuance of the Series 2002 Bonds.

"Series 2002A-1 Initial Rate" shall mean the initial rate of interest per annum with respect to the Series 2002A-1 Senior Bonds set forth in Schedule I - 2002 to this Third Supplemental Indenture.

"Series 2002A-2 Initial Rate" shall mean the initial rate of interest per annum with respect to the Series 2002A-2 Senior Bonds set forth in Schedule I - 2002 to this Third Supplemental Indenture.

"Series 2002B Initial Rate" shall mean the initial rate of interest per annum with respect to the Series 2002B Subordinated Bonds set forth in Schedule I - 2002 to this Third Supplemental Indenture.

"Servicers" shall mean GLELSI, Sallie Mae, SAFM and any other organization with which the Administrator, with the written approval of the Bond Insurer, has entered into or shall in the future enter into a Servicing Agreement for purposes of the Program, in accordance with Section 6.6 hereof, providing for the administration, servicing and collection of Financed Student Loans.

"Servicing Agreements" shall mean (i) the GLELSI Servicing Agreement, (ii) the Sallie Mae Servicing Agreement, (iii) the SAFM Servicing Agreement and (iv) any other servicing agreement entered into by the Administrator and the Eligible Lender Trustee with a Servicer for the purposes of the Program and approved by the Bond Insurer, in each case as originally executed and as amended or supplemented from time to time in accordance with the terms thereof and with this Indenture, but only to the extent that any such agreement relates to the servicing of Financed Student Loans.

"Servicing Audit" shall mean a due diligence compliance review of a Servicer and Disbursement Agent, if any, relating to the Program, prepared by an independent certified public accountant or firm of independent certified public accountants knowledgeable in the area of Student Loan origination and servicing and acceptable to the Bond Insurer. Such review shall include a review of a representative sample of Student Loans for performance of the Disbursement Agent's and the Servicer's respective responsibilities with respect to such Student Loans, including, but not limited to, the Disbursement Agent's responsibilities with respect to compliance with Program standards in the origination and disbursement of such Student Loans, the Servicer's responsibilities with respect to compliance with Program standards in the collection of such Student Loans and compliance with due diligence requirements, as established in the Disbursement Agreement or Servicing Agreement, as applicable. Such review shall

include a report setting forth (i) an explanation of the procedures used by such accountant and the scope of review and (ii) a detailed presentation of the findings of such review.

“Single Maturity Date” shall mean, with respect to a series of Bonds, a Maturity Date that is the same for all the Bonds of such series.

“Special Allowance Payments” shall have the meaning given such term in the General Bond Order.

“Specific Rating Category” shall mean a specific rating category of a Rating Agency, taking into account any refinement or graduation of a Rating Category by a numerical or other qualifier. For so long as any Bonds of a series are rated by Moody’s: (a) references to the highest applicable Specific Rating Category shall be, with respect to obligations or investments having a term of less than one year, to a rating of “P 1” (or such rating as Moody’s shall advise the Trustee is comparable to “P 1” under any revised rating schedule), and with respect to obligations or investments having a term of one year or longer, to a rating of “Aaa” (or such rating as Moody’s shall advise the Trustee is comparable to “Aaa” under any revised rating schedule); and (b) references to the third highest applicable Specific Rating Category shall be, with respect to obligations or investments having a term of one year or longer, to a rating of “Aa2” (or such rating as Moody’s shall advise the Trustee is comparable to “Aa2” under any revised rating schedule). For so long as any of the Bonds are rated by Fitch: (a) references to the highest applicable Specific Rating Category shall be, with respect to obligations or investments having a term of less than one year, to a rating of “F 1+” (or, if Fitch revises its rating schedule from time to time, such rating as Fitch shall advise the Trustee in writing is comparable to “F 1+” under such revised rating schedule), and with respect to obligations or investments having a term of one year or longer, to a rating of “AAA” (or, if Fitch revises its rating schedule from time to time, such rating as Fitch shall advise the Trustee in writing is comparable to “AAA” under such revised rating schedule); and (b) references to the third highest applicable Specific Rating Category shall be, with respect to obligations or investments having a term of one year or longer, to a rating of “AA” (or, if Fitch revises its rating schedule from time to time, such rating as Fitch shall advise the Trustee in writing is comparable to “AA” under such revised rating schedule).

“SSLP Deposit” shall mean any moneys, plus any earnings thereon while held under this Indenture, received by the Trustee from the trustee under the indenture of trust related to the Ohio Supplemental Student Loan Program and deposited as provided in Section 5.5.2 hereof.

“State” shall mean the State of Ohio.

“Stated Rate” shall mean that rate of interest per annum borne by each series of Bonds pursuant to its terms and the terms of the Indenture other than while any Bond of such series is held as a Custody Bond.

“Statutory Corporate Tax Rate” shall mean, as of any date of determination, the highest tax bracket (expressed in a percentage) now or hereafter applicable in each taxable year on the income tax of every corporation as set forth in Section 11 of the Internal Revenue Code or any successor section, without regard to any minimum additional tax provision or provisions regarding changes in rates during a taxable year; the Statutory Corporate Tax Rate as of April 1, 2005, is 35%.

“Student” shall have the meaning given to such term in the General Bond Order.

“Student Loan” shall have the meaning given such term in Section 1.2 hereof.

"Student Loan Interest Account" shall mean an Account of the Revenue Fund into which the Trustee deposits (i) all payments of interest on Financed Student Loans, (ii) Interest Subsidy Payments and Special Allowance Payments on Financed Federal Student Loans, together with any repurchase payments or rejection fees from Sellers and Guarantee payments, in each case to the extent allocable to such interest, (iii) the proceeds of any sale of Financed Student Loans pursuant to Section 5.4 hereof to the extent required by such Section to be deposited therein, (iv) all other income in respect of Financed Student Loans and (v) all earnings on or income from Investment Securities included in the Balances of the Funds, Accounts and Series Accounts to the extent provided in Section 5.10 hereof.

"Student Loan Portfolio Account" shall mean an Account of the Student Loan Portfolio Fund in which an accounting of the outstanding principal of and accrued interest on and other receipts related to the Financed Student Loans is maintained.

"Student Loan Principal Account" shall mean an Account of the Revenue Fund into which the Trustee deposits all payments of principal of Financed Student Loans, together with any tuition refunds, repurchase payments or rejection fees from Sellers and Guarantee payments, in each case to the extent allocable to such principal, and proceeds of any sale of Financed Student Loans pursuant to Section 5.4 hereof to the extent required by that Section to be deposited therein.

"Student Loan Rebate Account" shall mean an Account of the Rebate Fund from which the Trustee pays on behalf of the Issuing Authority all amounts due under Section 6.14 hereof.

"Subordinated Account" shall mean an Account related to and designated primarily for the use of a series of Subordinated Bonds.

"Subordinated Bonds" shall mean the Series 2001A Subordinated Bonds and any Additional Bonds issued on a parity therewith or subordinate thereto.

"Substitute Auction Agent" shall mean (i) with respect to a series of ARS Bonds, a Person having the qualifications required by Section 2.03.8 of Annex A-2001 and (ii) with respect to a series of ARCs Bonds, a Person having the qualifications required by Section 1.14 of Annex A-2002, in each case with whom the Trustee and the Administrator enter into a Substitute Auction Agent Agreement.

"Substitute Auction Agent Agreement" shall mean (i) with respect to a series of ARS Bonds, an auction agent agreement containing terms substantially similar to the terms of the Initial Auction Agent Agreement, whereby a Substitute Auction Agent agrees with the Trustee, the Issuing Authority and the Administrator to perform the duties of the Auction Agent under Annex A-2001 and such Agreement and (ii) with respect to a series of ARCs Bonds, an auction agent agreement containing terms substantially similar to the terms of the Initial Auction Agent Agreement, whereby a Substitute Auction Agent agrees with the Trustee, the Issuing Authority and the Administrator to perform the duties of the Auction Agent under Annex A-2002 and such Agreement.

"Substitute Market Agent" shall mean, with respect to a series of ARS Bonds or ARCs Bonds, the Person with whom the Trustee, with the approval of the Issuing Authority and the Administrator, enters into a Substitute Market Agent Agreement.

"Substitute Market Agent Agreement" shall mean (i) with respect to a series of the ARS Bonds, a market agent agreement containing terms substantially similar to the terms of the Initial Market Agent Agreement, whereby a Person having the qualifications required by

Section 2.03.7 of Annex A-2001 agrees with the Issuing Authority, the Administrator and the Trustee to perform the duties of the Market Agent under this Indenture and (ii) with respect to a series of the ARCs Bonds, a market agent agreement containing terms substantially similar to the terms of the Initial Market Agent Agreement, whereby a Person having the qualifications required by Section 1.13 of Annex A-2002 agrees with the Issuing Authority, the Administrator and the Trustee to perform the duties of the Market Agent under this Indenture.

“Supplemental Indenture” shall mean any supplement to or amendment of this Indenture entered into among the Issuing Authority, the Administrator, the Eligible Lender Trustee and the Trustee pursuant to and in accordance with the provisions of Article IX hereof.

“Transfer Date” shall mean the date sixty (60) days after the end of each Anniversary Year as set forth in Section 5.7 hereof (i) when Excess Interest is either applied at the written direction of the Administrator to the forgiveness of the principal of and/or interest on Federal Student Loans, or (ii) when the Administrator directs the Trustee in writing to transfer an amount equal to such Excess Interest not so applied from the Revenue Fund to the Escrow Interest Fund.

“Trustee” shall mean U.S. Bank National Association, successor to Firstar Bank, National Association, a national banking association, as trustee under this Indenture, and any successor or successors thereto which may at any time be appointed or substituted in its place pursuant to Section 7.1 hereof.

“Undelivered Bonds” shall mean Demand Bonds which are deemed to have been purchased as provided in Section 3.1 of the Indenture, but which have not been surrendered to the Trustee.

“USAF” shall mean United Student Aid Funds, Inc., a private not-for-profit corporation organized under the laws of the State of Delaware, and any successor thereto.

“Value of Investment Securities” for the purposes of this Third Supplemental Indenture, including, but not limited to, the calculation of such Value at the end of each month pursuant to Section 5.10 hereof, shall have the following meanings for the following purposes or with respect to the following securities:

- (a) For the purpose of determining the amount in any fund, all Investment Securities credited to such fund shall be valued at fair market value. The Trustee shall determine the fair market value based on accepted industry standards and from accepted industry providers. Accepted industry providers shall include, but are not limited to pricing services provided by, Financial Times Interactive Data Corporation, Merrill Lynch, Salomon Smith Barney, Bear Stearns, or Lehman Brothers.
- (b) As to certificates of deposit and bankers' acceptances: the face amount thereof, plus accrued interest thereon; and
- (c) As to any investment not specified above: the value thereof established by prior agreement among the Administrator, the Trustee, and the Bond Insurer.

“Variable Rate” (i) with respect to the Series 2001 Bonds and any series of Additional Bonds to which such definition applies, a rate of interest which may change from time to time, including, without limitation, a Daily Rate, a Weekly Rate, a Monthly Rate, a Long Rate or an Auction Rate, borne by any such series of Bonds until the earlier of the Maturity Date or a Fixed Rate Conversion Date, if any, and determined in accordance with Annex A-2001 to

this Indenture and (ii) with respect to the Series 2002 Bonds, shall have the meaning given to such term in Annex B-2002.

“Variable Rate Bonds” shall mean a series of Bonds bearing interest at a Variable Rate.

“Variable Rate Conversion” shall mean, with respect to a series of Bonds, the establishment for such series of Bonds of a Variable Rate different from the Variable Rate in effect immediately preceding such establishment.

“Variable Rate Conversion Date” shall mean, with respect to a series of Bonds, the date on which a Variable Rate Conversion becomes effective for such series.

“Variable Rate Conversion Supplement” shall mean, with respect to a series of Bonds, any Supplemental Indenture providing for the Variable Rate Conversion of the interest rate on a series of Bonds to a different Variable Rate.

“Variable Rate Period” shall mean a period of time during which the Variable Rate borne by a series of Variable Rate Bonds is not subject to change.

“Weekday” shall mean any Monday, Tuesday, Wednesday, Thursday or Friday that is also a Business Day.

“Weekly Rate” shall mean the rate of interest borne by a series of Bonds during a Weekly Rate Period.

“Weekly Rate Period” shall mean an Interest Period (other than an Auction Period) which begins on any Weekday and ends on the Weekday of the following week that immediately precedes the Weekday on which the Interest Period commenced.

SECTION 1.2 Amendments of Certain Definitions. (a) The following words and terms defined in the General Bond Order are hereby amended in their entirety to read as follows:

“Guarantee” or “Guaranteed” shall mean, with respect to a Federal Student Loan, the guarantee, by a Guarantor which has entered into a federal reimbursement agreement and a supplemental federal reimbursement agreement with the Secretary of Education, of at least ninety-eight percent (98%), or such lower percentage as may be approved by the Bond Insurer with written notice to the rating agencies then rating the Outstanding Bonds, of the principal of and accrued interest on such Federal Student Loan thereafter, and the coverage of such Federal Student Loan by a federal reimbursement agreement and a supplemental federal reimbursement agreement providing, among other things, for reimbursement to a Guarantor for losses incurred by it on defaulted Federal Student Loans guaranteed by such guarantor at up to the maximum amount of the principal thereof and accrued interest thereon provided for in the Higher Education Act.

“Guarantor” shall mean any agency, whether a governmental body or private corporation or other entity, approved by the Bond Insurer and providing a guarantee acceptable to the Administrator with respect to Federal Student Loans, and as further defined in Section 1.1 hereof.

“Ohio Centric Program Manual” shall mean the Ohio Centric Program Manual as initially approved pursuant to the Act and the Policy Guidelines and as amended, supplemented and modified, with the written consent of the Bond Insurer, from

time to time in accordance with the Act and the Policy Guidelines; *provided, however, that* to the extent that the Ohio SSLP Program Manual is combined with the Ohio Centric Program Manual, whether by incorporation, exhibit thereto or otherwise, the definition of the Ohio Centric Program Manual shall be deemed to include the Ohio SSLP Program Manual, and in such case all references herein to the Ohio SSLP Program Manual shall be of no further effect.

"Policy Guidelines" shall mean the policy guidelines as defined in Section 3366.01(Q) of the Revised Code, which, at the date of the issuance of this General Bond Order, are defined therein as the rules adopted pursuant to division (A) of Section 3366.03 of the Revised Code, which rules are now codified in Sections 122-5-01, 122-5-02 and 122-5-03 of the Ohio Administrative Code, and as the same, with the written consent of the Bond Insurer so long as the Municipal Bond Insurance Policy is in full force and effect, are amended hereafter from time to time.

(b) The following words and terms defined in the Series 2002 Bond Order are hereby amended in their entirety to read as follows:

"Administration Agreement" shall mean the Third Amended and Restated Administration Agreement, dated as of April 1, 2005 and entered into on April 18, 2005, by and among the Issuing Authority, the Administrator and the Director of Development of the State, as the same may be further amended from time to time.

"Eligible Lender" for purposes of the General Bond Order and each Series Bond Order other than the Series 2001 Bond Order shall mean (i) with respect to Federal Student Loans (as defined in the First Supplemental Indenture), an eligible lender as defined in Section 3366.01(I) of the Revised Code, which, at the date of the issuance and for purposes of this General Bond Order, is defined therein as any person that is permitted to make loans under the Federal Family Education Loan Program authorized under Title IV, Part B, of the Higher Education Act that has an office in the State and that satisfies the criteria for Eligible Lenders established pursuant to the Policy Guidelines and (ii) with respect to Nonfederal Student Loans, a bank, national banking association, savings bank, savings and loan association, or credit union having an office in the State that satisfies the criteria for Eligible Lenders established pursuant to the Policy Guidelines.

"Student Loan" shall mean (i) a Federal Student Loan or (ii) a Nonfederal Student Loan or (iii) both, as the context in which such term is used dictates; *provided, however, that* Federal Student Loans Financed on or after May 1, 2005 that otherwise meet the requirements of this definition and Student Loans with respect to which there has occurred a Material Adverse Change in the Loan Program shall not be considered Student Loans for the purpose of Financing hereunder unless, so long as the Municipal Bond Insurance Policy is full force and effect and no Bond Insurer Adverse Change has occurred and is continuing, the Bond Insurer consents in writing that such Loans shall be deemed Student Loans for the purpose of Financing hereunder.

(c) The following term defined in the Ancillary Order is hereby amended in its entirety to read as follows:

"Senior Exchange Agreement [2004] Insurance Policy" shall mean the Surety Bond for Swap Agreement No. SW0240BE issued by the Senior Exchange Agreement Insurer [2004] insuring the State's obligations under the Senior Exchange Agreement [2004].

SECTION 1.3 Use of Certain Terms. Unless the context clearly indicates otherwise, or may otherwise require, in this Indenture (i) the term "person" includes a firm, partnership, trust, association, corporation (public or private), public body, public agency and a natural person, and shall also include an executor, administrator trustee, receiver or other representative; (ii) the terms "herein", "hereunder", "hereby", "hereto", "hereof" and any similar terms, refer to this Indenture as a whole and not to any particular section or subdivision hereof; and (iii) references to specific provisions of the Ohio Revised Code, the Higher Education Act, the Internal Revenue Code or any other public law or statute are to such provisions as they may be amended from time to time. The definitions set forth in Sections 1.1 and 1.2 hereof shall include both the singular and the plural, and any pronoun used herein shall include both the singular and the plural and shall include all genders.