

SEVENTH SUPPLEMENTAL INDENTURE OF TRUST

THIS SEVENTH SUPPLEMENTAL INDENTURE OF TRUST (“Seventh Supplemental Indenture”), dated as of April 13, 2012, between **HIGHER EDUCATION FUNDING I**, a Delaware statutory trust (the “Issuer”) and **THE BANK OF NEW YORK MELLON** (f/k/a The Bank of New York), a banking corporation duly established, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the State of New York (the “Trustee”);

WITNESSETH:

WHEREAS, the Issuer, U.S. Bank National Association (as successor to The Bank of New York Mellon) (“U.S. Bank”), as eligible lender trustee, and the Trustee, as indenture trustee, have previously executed and delivered an Indenture of Trust, dated as of January 1, 2004 (the “Initial Indenture”); and

WHEREAS, the Issuer and the Trustee have previously executed and delivered a First Supplemental Indenture of Trust, dated as of January 1, 2004 (the “First Supplemental Indenture”); and

WHEREAS, the Issuer, U.S. Bank (as successor to The Bank of New York Mellon), as eligible lender trustee, and the Trustee, as indenture trustee, have previously executed and delivered an Amended and Restated Indenture of Trust, dated as of March 1, 2005 (as amended from time to time, the “Base Indenture”), to amend and restate the Initial Indenture and First Supplemental Indenture; and together with the Second Supplemental Indenture (defined below), the Third Supplemental Indenture (defined below), the Fourth Supplemental Indenture (defined below), the Fifth Supplemental Indenture (defined below), and this Sixth Supplemental Indenture, as amended from time to time, are collectively referred to as the “Indenture”); and

WHEREAS, the Issuer and the Trustee have previously executed and delivered a Second Supplemental Indenture of Trust, dated as of March 1, 2005 (as amended, the “Second Supplemental Indenture”); and

WHEREAS, the Issuer and the Trustee have previously executed and delivered a Third Supplemental Indenture of Trust, dated as of November 19, 2007 (the “Third Supplemental Indenture”); and

WHEREAS, the Issuer and the Trustee have previously executed and delivered a Fourth Supplemental Indenture of Trust, dated as of January 7, 2008 (the “Fourth Supplemental Indenture”); and

WHEREAS, the Issuer and the Trustee have previously executed and delivered a Fifth Supplemental Indenture of Trust, dated as of January 14, 2010 (the “Fifth Supplemental Indenture”); and

WHEREAS, the Issuer and the Trustee have previously executed and delivered a Sixth Supplemental Indenture of Trust, dated as of March 30, 2012 (the “Sixth Supplemental Indenture”); and

WHEREAS, the Issuer and U.S. Bank, as eligible lender trustee, have entered into an Eligible Lender Trust Agreement, dated as of February 9, 2012 (the “Eligible Lender Trust Agreement”), pursuant to which U.S. Bank will act as successor eligible lender trustee to The Bank of New York and, as eligible lender trustee, will hold all right, title and interest in and to certain student loans in acquired by the Issuer as beneficial owner; and

WHEREAS, Section 8.01(a) of the Indenture prescribes the terms and conditions upon which the Issuer and the Trustee may, from time to time and at any time, without the consent of or notice to any of the Holders or any Other Beneficiary enter into any indenture or indentures supplemental to the Indenture to make any change in the Indenture to cure any ambiguity or formal defect or omission in this Indenture; and

WHEREAS, the execution and delivery of this Seventh Supplemental Indenture has been in all respects duly and validly authorized by the Issuer and the Trustee and all other acts and things necessary to constitute this Seventh Supplemental Indenture a valid supplemental indenture according to its terms have been done and performed;

NOW, THEREFORE, this Seventh Supplemental Indenture Witnesseth:

Section 1. Definitions; Conflicting Terms. In this Seventh Supplemental Indenture, all capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Indenture. In the event that any term or provision contained in this Seventh Supplemental Indenture shall conflict with or be inconsistent with any provision contained in the Indenture, the terms and provisions of this Seventh Supplemental Indenture shall govern.

Section 2. Amendments to the Base Indenture. The provisions of the Base Indenture is hereby amended by deleting the definition of “Eligible Lender Trust Agreement” in Section 1.01 of the Base Indenture in its entirety and substituting in lieu thereof the following:

“Eligible Lender Trust Agreement” means the Eligible Lender Trust Agreement, between the Issuer and the Eligible Lender Trustee, and any similar agreement entered into by the Issuer and an “eligible lender” under the Higher Education Act pursuant to which such “eligible lender” holds Financed FFELP Loans as legal owner in trust for the Issuer as beneficial owner, in each case as supplemented or amended from time to time.”

Section 3. Governing Law. This Seventh Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflicts-of-laws principles thereof.

Section 4. Headings. The headings or titles of the several sections hereof shall be solely for convenience of reference and shall not affect the meaning or construction, interpretation or effect of this Seventh Supplemental Indenture.

Section 5. Severability. If any provision of this Seventh Supplemental Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions of any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses, or paragraphs in this Seventh Supplemental Indenture contained shall not affect the remaining portions of this Seventh Supplemental Indenture or part thereof.


Section 6. Counterparts. This Seventh Supplemental Indenture may be simultaneously executed in one or more counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 7. Effect of Seventh Supplemental Indenture. Upon the execution and delivery of this Seventh Supplemental Indenture, the Indenture shall be supplemented in accordance herewith, and this Seventh Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes hereafter authenticated and delivered and Other Beneficiary under the Indenture shall be bound hereby.

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Indenture to be duly executed as of the day and year first above written.

HIGHER EDUCATION FUNDING I

By: Wilmington Trust Company, not in its individual capacity but solely as Delaware Trustee

By: 
Name: Jeanne M. Oller
Title: Assistant Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Seventh Supplemental Indenture to be duly executed as of the day and year first above written.

THE BANK OF NEW YORK MELLON, as
Trustee

By: Melissa A. Hancock
Name: MELISSA A. HANCOCK
Title: AGENT