

# The First Marblehead Corporation

September 26, 2008

Mr. Kenneth Shutter  
The Pennsylvania Higher Education Assistance Agency  
1200 North Seventh Street  
Harrisburg, PA 17102

Dear Mr. Shutter:

Reference is made to that certain Amended and Restated Private Loan Servicing Agreement between Pennsylvania Higher Education Assistance Agency (the "Servicer") and The First Marblehead Corporation ("FMC") dated as of September 28, 2006, as amended (the "Servicing Agreement"), which governs the servicing of private student loans guaranteed by The Education Resources Institute, Inc. ("TERI") and owned by the SPEs, as defined in the Servicing Agreement and listed on Schedule 1 attached hereto (the "Owner" or "Owners"). Capitalized terms used herein without definition have the meanings given to them in the Servicing Agreement.

The Servicing Guidelines, as amended, provide as follows with respect to filing for pre-claim assistance and default prevention between 61 and 180 days of delinquency:

## **DELINQUENCY AND DEFAULT**

### ..... 61-90 Days Past Due

- No outgoing collection activity allowed as this will conflict with TERI's pre-claim collection activity.
- If a borrower calls the Servicer, the Servicer should provide delinquency counseling and attempt to collect payment on the delinquent balance.

### 91-180 Days Past Due

- A Final Demand notice must be sent to each Borrower and Cosigner on the 120<sup>th</sup> day of delinquency, plus or minus 10 days. The Final Demand letter must be forwarded to each Borrower and Cosigner separately at his or her address even if two or more Borrowers or Cosigners reside at the same address.....

## **PRE-CLAIM ASSISTANCE**

The Servicer must submit to TERI an electronic pre-claim file to request pre-claim assistance for any loan at the 60<sup>th</sup> day of delinquency. The Servicer will send TERI a pre-claim cancellation if the account becomes less than 60 days delinquent.

Once a request for pre-claim assistance is filed and the loan is over 60 days delinquent, the loan will be under the direct supervision of TERI and TERI will assume all responsibility for the performance of all delinquency servicing activities. However, Servicers are responsible for issuing the Final Demand letters at the 120<sup>th</sup> day of delinquency to both the Borrower and to the Cosigner when applicable.

If the loan becomes less than 60 days delinquent, the Servicer will resume the performance of delinquency servicing activities.

Failure to comply with the pre-claim assistance guidelines will be cause for a rejected claim....

The above-quoted language indicates that TERI will be performing pre-claim collection activity after the transmission of the pre-claim assistance file. However, in TERI's Chapter 11 bankruptcy proceeding pending in the federal Bankruptcy Court for the District of Massachusetts, the court entered on September 16, 2008, an Order Authorizing Modification of Delinquency and Default Requirements Without Prejudice to Lender's Claims (the "Order") providing that TERI waives the conditions set forth in the applicable agreements that require lenders and/or servicers to observe the Servicing Guidelines or pre-default and default processes, and that lenders may take such steps as they deem appropriate to collect delinquent or defaulted TERI-guaranteed loans. The Order indicates that the "lenders" covered by the Order includes the SPEs set forth on Schedule 1 attached hereto. Further, the Order provides that, with respect to loans collected other than in accordance with the program documents and Servicing Guidelines, TERI will not object to the allowance of a guaranty claim on the grounds that from and after April 7, 2008, the lender's collection activities failed to comply with the pre-default and default processes set forth in the program documents and Servicing Guidelines. The Order also provides that, if the loan servicer receives no notification that TERI will perform pre-default services for the lender, the servicer shall have no obligation to send pre-default files to TERI or perform any other due diligence during the period normally reserved for pre-default activities. Finally, the Order provides that servicers may perform as if the Servicing Guidelines had been modified in accordance with the relief requested in the motion accompanying the Order.

With respect to the TERI-guaranteed loans they own and in accordance with the terms of the Order, the SPEs, through their administrator, First Marblehead Data Services, Inc. ("FMDS" or the "Administrator"), hereby instruct the Servicer, effective September 23, 2008, to:

- (a) send the information and files that would otherwise be sent to TERI at 61 days of delinquency, i.e., the pre-claim assistance information, to instead be sent to First Marblehead Education Resources, One Cabot Road, Medford, MA 02155 ("FMER");
- (b) provide FMER with view-only access to Servicer's system for the purpose of providing default prevention assistance to the SPEs; and
- (c) provide FMER with the monthly MR-50 and MR-53 report for the purposes of risk modeling, reporting to the SPEs, forecasting, and billing.

The Servicer shall begin sending such information and files as soon as reasonably possible after receipt of this letter. Lender understands the transmission of the information may require programming changes and testing of the transmission to FMER. The transmission of the pre-claim assistance information to FMER will be sent in the same electronic file format used to transmit the pre-claim file to TERI via FTP, but will be directed to FMER also via FTP. Servicer should continue to send the final demand letter at day 120, and file the claim package pursuant to the existing TERI Servicing Guidelines (subject to Section 5 of the Order, providing that such packages be sent to TERI for informational purposes but without original documents or an assignment of rights).

In the event of misappropriation of any nature whatsoever by FMER or its agents of the pre-claim assistance information following transmission by Servicer to FMER, FMER agrees to indemnify, defend and hold Servicer harmless for any claim, loss, liability or expense, including reasonable attorneys' fees and court costs, arising out of or relating to acts or omissions of FMER or its agents with respect to such information.

FMDS agrees to indemnify, defend and hold Servicer harmless for compliance with the written direction from FMDS contained in this letter, including, without limitation, any refusal of TERI to pay any guaranty claim based on the Servicer's failure to conform to the Servicing Guidelines because the pre-claim file was sent to an entity other than TERI.

It is understood and agreed that, if during the course of or after TERI's bankruptcy proceeding, the Owner enters an agreement with TERI to have the

loans it owns no longer guaranteed by TERI, the indemnities contained in the foregoing two paragraphs shall not apply to actions taken after new, non-TERI servicing guidelines take effect.

Please acknowledge your agreement with this letter by providing your signature in the space provided below.

READ-AND-AGREED

PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY

By: James L. Preston  
Name: James L. Preston  
Title: President and CEO  
Date: 12-2-08

FIRST MARBLEHEAD DATA SERVICES, INC.,  
as administrator for the SPEs

By: Rosalyn Bonaventure  
Name: Rosalyn Bonaventure  
Title: President  
Date: 9/26/08

THE FIRST MARBLEHEAD CORPORATION

By: Kenneth Klipper  
Name: Kenneth Klipper  
Title: CFO  
Date: 9/26/08

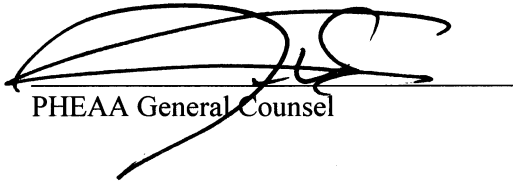
**SCHEDULE 1**  
**List of SPEs**

1. National Collegiate Master Student Loan Trust 1
2. National Collegiate Student Loan Trust 2003-1
3. National Collegiate Student Loan Trust 2004-1
4. National Collegiate Student Loan Trust 2004-2
5. National Collegiate Student Loan Trust 2005-1
6. National Collegiate Student Loan Trust 2005-2
7. National Collegiate Student Loan Trust 2005-3
8. National Collegiate Student Loan Trust 2006-1
9. National Collegiate Student Loan Trust 2006-2
10. National Collegiate Student Loan Trust 2006-3
11. National Collegiate Student Loan Trust 2006-4
12. National Collegiate Student Loan Trust 2007-1
13. National Collegiate Student Loan Trust 2007-2
14. National Collegiate Student Loan Trust 2007-3
15. National Collegiate Student Loan Trust 2007-4

**READ AND AGREED LETTER  
BETWEEN  
PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY  
AND**

**THE FIRST MARBLEHEAD CORPORATION**

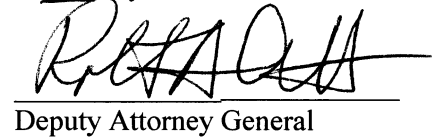
Approved as to form and legality  
this 1<sup>st</sup> day of December, 2008



\_\_\_\_\_

PHEAA General Counsel

Approved as to form and legality  
this 5 day of December 2008.



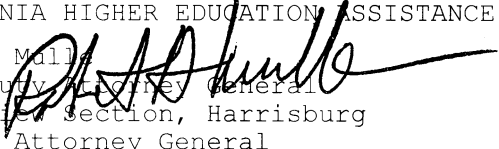
\_\_\_\_\_

Deputy Attorney General

Commonwealth of Pennsylvania  
Office of Attorney General  
December 05, 2008

Subject: CONTRACT APPROVAL

To: JASON L. SWARTLEY  
CHIEF COUNSEL  
PENNSYLVANIA HIGHER EDUCATION ASSISTANCE AGENCY

From: Robert A. Mull   
Chief Deputy Attorney General  
Legal Review Section, Harrisburg  
Office of Attorney General

The referenced contract(s) has been approved for form and legality pursuant to the Commonwealth Attorneys Act, 71 P.S. Section 732.101 et seq.

No approval or opinion is offered as to the manner of execution if the document was submitted in proposed form. No approval or opinion is offered concerning any document referenced but not submitted or any events or other occurrences giving rise to the contract's creation or submission. Our review does not extend to compliance with the laws of other jurisdictions. To the extent, if any, that such other laws may be applicable to the making or performance of the contract in any respect, the agency may want to consult with counsel in that jurisdiction.

RAM /jmn  
CC:

ATTACHMENTS

Commonwealth of Pennsylvania  
Office of Attorney General  
December 05, 2008

**Contract Number**

20081202-01  
20081371  
20081380  
20081589  
20081632  
20081633  
ME05C-093-001  
ME08C-073

**Vendor**

UNITED STATES DEPARTMENT OF EDUCATION  
PNC BANK NA  
FIRST MARBLEHEAD CORPORATION  
FIRST MARBLEHEAD CORPORATION  
SUNTRUST BANK  
SUNTRUST BANK  
GT SOFTWARE INC  
KPMG LLP