

## SECOND SUPPLEMENT TO SERVICING AGREEMENT

This Second Supplement to Servicing Agreement (this "Supplement") is made and entered into this 1<sup>st</sup> day of June, 2006, by and between Nelnet Inc., a Nebraska Corporation (f/k/a UNIPAC Service Corporation and Nelnet Loan Services, Inc.) ("Nelnet"), Firstmark Services LLC ("Firstmark"), and The First Marblehead Corporation ("FMC"). Capitalized terms used herein without definition have the meanings assigned to them in the Servicing Agreement (as defined below).

WHEREAS, FMC and UNIPAC Service Corporation ("UNIPAC") entered that certain Loan Servicing Agreement dated as of August 1, 2001 ("Servicing Agreement"); and,

WHEREAS, UNIPAC Service Corporation and FMC (and each SPE as defined in the August 1, 2001 Note Purchase Agreement) entered that certain Guaranty dated as of August 1, 2001 ("Guaranty"); and,

WHEREAS, effective November 28, 2001, UNIPAC Service Corporation changed its name to Nelnet Loan Services, Inc.; and,

WHEREAS, as a result of the aforementioned name change, the parties amended the Loan Servicing Agreement and the Guaranty to reflect such changes in an Agreement to Amend dated October 25, 2002; and,

WHEREAS, FMC and Nelnet entered a Supplement to Loan Servicing Agreement dated effective August 1, 2001; and

WHEREAS, effective August 14, 2003, Nelnet Loan Services, Inc. changed its name to Nelnet, Inc.; and,

WHEREAS, the parties wish to further amend the Servicing Agreement as set forth below to provide for the servicing of pools of loans by Firstmark, a wholly owned subsidiary of Nelnet, under the terms and conditions of the Servicing Agreement;

NOW THEREFORE, in consideration of the terms of this Agreement and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. **Servicing of Loans.** The parties acknowledge and agree as follows:

Notwithstanding the definition of "Covered Loan" in Section 2 of the Servicing Agreement, loans identified on Exhibit A attached hereto and sold by CHELA FUNDING II, LLC to FMC or an SPE in a Securitization Transaction ("CHELA Loans") shall be Covered Loans upon their sale to FMC or an SPE in a Securitization Transaction, and FMC will assign to the SPE and the SPE will accept FMC's rights and obligations to obtain Servicing of the CHELA Loans under the Servicing Agreement. With respect to

the CHELA Loans, Firstmark shall assume and agrees to truly perform and fulfill all obligations of Nelnet under the Servicing Agreement, and Firstmark, Nelnet and FMC shall enter at the time of the Securitization Transaction an assignment of servicing agreement substantially in the form attached hereto as Exhibit B (the "Assignment Agreement"). Notwithstanding the foregoing, Nelnet shall remain obliged to FMC and the SPE for such performance by Firstmark. Firstmark and Nelnet agree that upon assignment of FMC's rights and obligations with respect to the CHELA Loans to the SPE and the execution of the Assignment Agreement, all obligations of FMC under the Servicing Agreement with respect to the Covered Loans, including without limitation the obligation to pay fees set forth in the Fee Schedule, shall cease and all rights and obligations of FMC under the Servicing Agreement with respect to the CHELA Loans shall inure to the SPE.

2. **Servicing Guidelines.** The parties agree that, with respect to the CHELA Loans, the loan servicing guidelines and the collections guidelines attached hereto as Exhibit C and Exhibit D, respectively, shall govern the servicing of such CHELA Loans under and in conjunction with the Servicing Agreement; provided, however, that the parties agree to revise the same in a writing signed by both parties no later than six (6) months from the date of this Supplement, and thereafter on an annual basis as needed.
3. **Full Force and Effect.** Except as specifically amended herein, the terms and conditions of the Servicing Agreement, as previously amended, remains in full force and effect, and is hereby ratified by the parties.

IN WITNESS WHEREOF, the parties have caused this Supplement to be duly executed and to take effect as of the date first written above.

FIRSTMARK SERVICES LLC

By: Joe Popevis  
Name: Joe Popevis  
Title: General Manager

THE FIRST MARBLEHEAD CORPORATION

By: \_\_\_\_\_  
Donald R. Peck  
Executive Vice President

NELNET, INC.

By: \_\_\_\_\_  
Name:  
Title:

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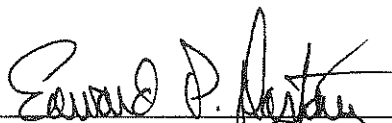
FIRSTMARK SERVICES LLC

By: \_\_\_\_\_  
Name:  
Title:

THE FIRST MARBLEHEAD CORPORATION

By:  \_\_\_\_\_  
Donald R. Peck  
Executive Vice President

NELNET, INC.

By:  \_\_\_\_\_  
Name: Edward P. Masten  
Title: Executive Director

**EXHIBIT A**

**CHELA Loans**

[See list of Firstmark loans at Tab 20]

## Exhibit B

Firstmark Services LLC  
2101B Wooddale Drive  
Woodbury, MN 55125

Ladies and Gentlemen:

Reference is hereby made to that certain Loan Servicing Agreement (the "Servicing Agreement"), dated August 1, 2001, as amended, by and between the Nelnet, Inc., a Nebraska Corporation (f/k/a UNIPAC Service Corporation and Nelnet Loan Services, Inc.) ("Nelnet") and The First Marblehead Corporation (the "FMC"), made applicable to Firstmark Services LLC (the "Servicer") by that certain Second Supplement to Servicing Agreement dated June 1, 2006, by and among Nelnet, the Servicer and FMC. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Servicing Agreement. The parties hereto agree as follows:

1. FMC hereby assigns its interest in the Servicing Agreement with respect to the student loans identified on the attached Schedule I (the "Student Loans") to The National Collegiate Trust 2006-A, a Delaware statutory trust (the "Issuer"), and the Servicer hereby consents thereto.

2. The Servicer and Nelnet hereby consent to the assignment and grant by the Issuer of a security interest in the Servicing Agreement to U.S. Bank National Association (the "Indenture Trustee"), as provided in the Indenture (the "Indenture"), dated as of June 8, 2006, between the Issuer and the Indenture Trustee, for the benefit the Secured Parties (as defined in the Indenture).

3. The Servicer and Nelnet hereby confirm that neither will terminate the Servicing Agreement until the appointment of a successor servicer by the Issuer, with the consent of the Interested Noteholders (as defined in the Indenture) for so long as any Note issued pursuant to the Indenture (a "Note") is outstanding, unless such termination is for failure to pay servicing fees as set forth in the Servicing Agreement, or unless the Servicing Agreement otherwise expires by reason of the full payment of all of the Student Loans and remittance to Issuer of all principal, interest, and late charges, if any, owed thereon and the return of promissory notes to the Student Loan borrowers.

4. The Issuer hereby confirms that (i) it will not terminate the Servicer for cause pursuant to the Servicing Agreement (a) without the consent of the Interested Noteholders for so long as any Note is outstanding, and (b) until a successor servicer acceptable to the Interested Noteholders is appointed, and (ii) it will terminate the Servicer for cause pursuant to the Servicing Agreement, if directed by the Interested Noteholders to do so.

5. The representations and warranties of the Servicer in the Servicing Agreement are true and correct in all material respects at and on the date hereof, with the same effect as if made on the Closing Date (as defined in the Indenture).

6. The Servicer hereby confirms that it has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied under the Servicing Agreement.

7. The Servicer agrees not to cause the filing of a petition in bankruptcy against the Issuer for the non-payment to the Servicer of any amounts owed to it under the Servicing Agreement until at least 367 days after the payment in full of the Notes.

8. The Servicer hereby agrees to provide the Administrator with copies of all notices, reports and other information at the same time and in the same manner in which such information is required to be given to FMC and Issuer pursuant to the Servicing Agreement or other information as is requested by the Administrator. In addition, for so long as any Note is outstanding, any action that requires the consent of the Issuer under the Servicing Agreement, including without limitation, any amendment of the Servicing Agreement with respect to the Student Loans, shall also require the prior consent of the Interested Noteholders.

9. The Servicer hereby agrees to provide the Administrator with its quarterly and annual audited financial statements.

10. The Servicer hereby grants the Administrator the right, for so long as any Note remains outstanding, to perform ongoing due diligence review of the Servicer's servicing activities with respect to the Student Loans provided that such due diligence be conducted in a reasonable manner, convenient to both the Servicer and the Administrator, and in accordance with the Servicing Agreement.

11. It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Wilmington Trust Company (the "Owner Trustee") not individually or personally but solely as Owner Trustee of the Issuer, in the exercise of the powers and authority conferred and vested in it, (b) the representations, undertakings and agreements herein made on the part of the Issuer are made and intended not as personal representations, undertakings and agreements by the Owner Trustee but are made and intended for the purpose of binding only the Issuer, (c) nothing herein contained shall be construed as creating any liability on the Owner Trustee, individually or personally, to perform any covenant either expressed or implied contained herein, all such liability, if any, being expressly waived by the parties hereto and by any person claiming by, through or under the parties hereto and (d) under no circumstances shall the Owner Trustee be personally liable for the payment of any indebtedness or expenses of the Issuer or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Issuer under this Agreement or the other Transaction Documents (as defined in the Indenture).

12. The Servicer shall wire all sums as required under the Servicing Agreement to be deposited with the Issuer directly into the Collateral Proceeds Account established by the Indenture Trustee pursuant to the Indenture, and FMC acknowledges and agrees that the Collateral Proceeds Account is FMC's designated bank account for the purposes of the Servicing Agreement.

13. The parties hereto acknowledge and agree that for so long as any Note is outstanding the Indenture Trustee is a third party beneficiary hereof and of the Servicing Agreement, and the Indenture Trustee shall have the right to exercise all rights and responsibilities of the Issuer under the Servicing Agreement.

Please acknowledge your acceptance and agreement to the foregoing by signing and returning the enclosed duplicate letter.

Very truly yours,

THE NATIONAL COLLEGIATE TRUST 2006-A

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

By: \_\_\_\_\_  
Name:  
Title:

Accepted and Agreed:

FIRSTMARK SERVICES LLC

By: Joe Popevis  
Name: Joe Popevis  
Title: General Manager

NELNET, INC.

By: \_\_\_\_\_  
Name:  
Title:

THE FIRST MARBLEHEAD CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

**Exhibit C**  
Loan servicing guidelines

[On file with FMC]



**Exhibit D**  
Collections guidelines

[On file with FMC]