

In the opinion of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Bond Counsel, under existing law, and assuming continued compliance with various requirements of the Internal Revenue Code of 1986, as amended: (i) interest on the Senior 2019B Bonds and the Subordinate 2019C Bonds (together, the “Series 2019 Tax-Exempt Bonds”) will not be included in the gross income of holders of such Series 2019 Tax-Exempt Bonds for federal income tax purposes; and (ii) interest on the Series 2019 Tax-Exempt Bonds will constitute a preference item for purposes of computation of the alternative minimum tax. Interest on the Senior 2019A Bonds will be included in the gross income of holders of such Senior 2019A Bonds for federal income tax purposes. In the opinion of Bond Counsel, under existing law, interest on the Series 2019 Bonds and any profit made on the sale thereof are exempt from Massachusetts personal income taxes, and the Series 2019 Bonds are exempt from Massachusetts personal property taxes. See the caption “TAX MATTERS” herein.



\$208,170,000
MASSACHUSETTS EDUCATIONAL FINANCING AUTHORITY
EDUCATION LOAN REVENUE BONDS, ISSUE L, SERIES 2019
SENIOR SERIES 2019A (FEDERALLY TAXABLE), SENIOR SERIES 2019B (AMT)
AND SUBORDINATE SERIES 2019C (AMT)

Dated: Date of Delivery

Due: July 1, as shown on the inside cover page

The Massachusetts Educational Financing Authority (the “Authority”) is offering \$208,170,000 of its Education Loan Revenue Bonds, Issue L, Series 2019, consisting of \$99,780,000 Senior Series 2019A (Federally Taxable) (the “Senior 2019A Bonds”), \$80,790,000 Senior Series 2019B (AMT) (the “Senior 2019B Bonds”) and \$27,600,000 Subordinate Series 2019C (AMT) (the “Subordinate 2019C Bonds”) and together with the Senior 2019A Bonds and the Senior 2019B Bonds, the “Series 2019 Bonds”). The Series 2019 Bonds will be the second issuance of bonds under the Authority’s Education Loan Revenue Bond General Resolution, Issue L, dated as of April 5, 2018 (as supplemented, the “Issue L Resolution” and all bonds issued thereunder, the “Issue L Bonds”). The Authority has previously issued its Education Loan Revenue Bonds, Issue L, Series 2018, consisting of \$158,975,000 Senior Series 2018A (Federally Taxable), \$113,970,000 Senior Series 2018B (AMT) and \$33,400,000 Subordinate Series 2018C (AMT), pursuant to the Issue L Resolution, all of which remain outstanding.

The Series 2019 Bonds are being issued for the principal purposes of: (i) funding new education loans to, or on behalf of, undergraduate and graduate students who are Massachusetts residents or who attend participating institutions in Massachusetts under the MEFA Loan Program (as defined herein); (ii) funding the Reserve Fund; and (iii) paying the costs of issuing the Series 2019 Bonds.

The Authority expects to originate approximately \$240[†] million of new MEFA Loans (as defined herein) that will secure the Issue L Bonds from proceeds of the Series 2019 Bonds and other monies made available under the Issue L Resolution. Approximately \$225.6 million of MEFA Loans are presently pledged pursuant to the Issue L Resolution. MEFA Loans are originated on the basis of borrower and, if applicable, co-borrower credit evaluation and are not guaranteed by the Authority or any other entity.

The Authority’s obligation to provide funds to pay the principal of and interest on Issue L Bonds is limited to the MEFA Education Loans (as defined herein) that are pledged to the repayment of Issue L Bonds, the revenues received from those MEFA Education Loans and the other assets pledged for this purpose under the Issue L Resolution. The Issue L Resolution permits the Authority to issue additional Issue L Bonds that will be payable from these assets, and the proceeds of such Issue L Bonds may be used to acquire other types of MEFA Education Loans originated under the MEFA Financing Program (as defined herein) in the future.

The Series 2019 Bonds will bear interest from their date of delivery at the applicable rates per annum set forth on the inside cover page, payable semiannually on each January 1 and July 1, commencing January 1, 2020, and will mature on July 1 in the years and in the principal amounts set forth on the inside cover page. The Series 2019 Bonds are available in denominations of \$5,000 or any integral multiple thereof. The Series 2019 Bonds are subject to optional, mandatory and special redemption prior to maturity, including redemption at par, under a variety of circumstances as described herein.

The Series 2019 Bonds will be issued only as fully registered bonds under a book-entry method, registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”). Interest on and principal of the Series 2019 Bonds will be paid to DTC by U.S. Bank National Association, Boston, Massachusetts, as trustee. So long as DTC or its nominee is the bondholder, disbursement of such payments to DTC Participants is the responsibility of DTC, and disbursement of such payments to the ultimate purchasers (“Beneficial Owners”) is the responsibility of DTC Participants or other nominees of the Beneficial Owners. There will be no distribution of Series 2019 Bond certificates to the Beneficial Owners thereof.

The Series 2019 Bonds are special obligations of the Authority, which has no taxing power. Neither The Commonwealth of Massachusetts nor any political subdivision thereof is or shall be obligated to pay the principal of or interest on the Series 2019 Bonds, and neither the full faith and credit nor the taxing power of The Commonwealth of Massachusetts or any political subdivision thereof is pledged to such payment.

The Series 2019 Bonds are offered when, as and if issued and received by the Underwriters, subject to approval of legality by Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Boston, Massachusetts, Bond Counsel, and certain other conditions. Certain legal matters are subject to the approval of Kutak Rock LLP, Denver, Colorado, Counsel to the Underwriters. It is expected that the Series 2019 Bonds will be available for delivery to DTC in New York, New York on or about June 13, 2019.

RBC Capital Markets
BofA Merrill Lynch

May 2, 2019

[†] Projected as of the date of this Official Statement.

MATURITY SCHEDULE

Senior 2019A Serial Bonds (Federally Taxable)

Maturity July 1	Principal Amount	Interest Rate	Price	Yield	CUSIP [‡]
2022	\$ 590,000	2.930%	100.000%	2.930%	57563R QB8
2023	4,230,000	2.953	100.000	2.953	57563R QC6
2024	7,315,000	3.103	100.000	3.103	57563R QD4
2025	8,095,000	3.172	100.000	3.172	57563R QE2
2026	8,125,000	3.272	100.000	3.272	57563R QF9
2027	8,180,000	3.375	100.000	3.375	57563R QG7
2028	8,965,000	3.455	100.000	3.455	57563R QH5
2029	8,310,000	3.505	100.000	3.505	57563R QJ1

Senior 2019A Term Bonds (Federally Taxable)

Maturity: July 1, 2035 Principal Amount: \$45,970,000 Interest Rate: 3.775% Price: 100.000%
Yield: 3.775% CUSIP[‡] 57563R QK8

Senior 2019B Serial Bonds (AMT)

Maturity July 1	Principal Amount	Interest Rate	Price	Yield ¹	CUSIP [‡]
2022	\$ 410,000	5.000%	108.646%	2.060%	57563R QL6
2023	2,925,000	5.000	111.284	2.080	57563R QM4
2024	5,065,000	5.000	113.722	2.120	57563R QN2
2025	5,610,000	5.000	115.778	2.200	57563R QP7
2026	5,630,000	5.000	117.691	2.270	57563R QQ5
2027	5,675,000	5.000	119.251	2.360	57563R QR3
2028	6,915,000	5.000	120.584	2.450	57563R QS1
2029	7,235,000	5.000	121.598	2.550	57563R QT9

Senior 2019B Term Bonds (AMT)

Maturity: July 1, 2035 Principal Amount: \$41,325,000 Interest Rate: 3.000% Price: 100.258%
Yield²: 2.970% CUSIP[‡] 57563R QU6

Subordinate 2019C Bonds (AMT)

Maturity: July 1, 2047 Principal Amount: \$27,600,000 Interest Rate: 3.750% Price: 98.123%
Yield¹: 3.860% CUSIP[‡] 57563R QV4

¹ Yield to maturity.

² Yield to the July 1, 2029 optional redemption date at par.

[‡] CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed on behalf of the American Bankers Association by S&P Global Market Intelligence. The CUSIP numbers are included solely for the convenience of owners of Series 2019 Bonds, and the Authority is not responsible for the selection or the correctness of the CUSIP numbers printed herein. CUSIP numbers assigned to securities may be changed during the term of such securities based on a number of factors, including, but not limited to, the refunding or defeasance of such securities or the use of secondary market financing products.

The information set forth herein has been furnished by the Authority and by other sources which are believed to be reliable but is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or other matters described herein since the date hereof.

No dealer, broker, salesperson or other person has been authorized by the Authority or by any of the Underwriters listed on the front cover of this Official Statement (collectively, the “Underwriters”) to give any information or to make any representations other than as contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2019 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. This Official Statement is not to be construed as a contract with purchasers or holders of the Series 2019 Bonds.

The Underwriters have provided the following statement for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their responsibility to investors under the federal securities laws as applicable to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

The information in this Official Statement concerning The Depository Trust Company, New York, New York (“DTC”), and DTC’s book-entry-only system has been obtained from DTC. None of the Authority, any of its advisors or the Underwriters have independently verified, make any representation regarding or accept any responsibility for, the accuracy, completeness or adequacy of such information.

The Series 2019 Bonds will not be registered under the Securities Act of 1933, as amended, and will not be listed on any stock or other securities exchange, nor has the Issue L Resolution been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions contained in such federal laws. In making an investment decision, investors must rely upon their own examination of the Series 2019 Bonds and the security therefor, including an analysis of the risks involved. The Series 2019 Bonds have not been recommended by any federal or state securities commission or regulatory authority. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity has passed upon the accuracy, completeness or adequacy of this Official Statement or approved the Series 2019 Bonds for sale.

THE ORDER AND PLACEMENT OF MATERIALS IN THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, ARE NOT TO BE DEEMED TO BE A DETERMINATION OF RELEVANCE, MATERIALITY OR IMPORTANCE, AND THIS OFFICIAL STATEMENT, INCLUDING THE APPENDICES, MUST BE CONSIDERED IN ITS ENTIRETY. THE OFFERING OF THE SERIES 2019 BONDS IS MADE ONLY BY MEANS OF THIS ENTIRE OFFICIAL STATEMENT.

This Official Statement contains statements which, to the extent they are not recitations of historical fact, constitute “forward-looking statements.” In this respect, the words “estimate,” “project,” “anticipate,” “expect,” “intend,” “believe” and similar expressions are intended to identify forward-looking statements. A number of important factors affecting the Authority’s business and financial results could cause actual results to differ materially from those stated in the forward-looking statements. See the captions “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT” and “INVESTMENT CONSIDERATIONS” herein.

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SUMMARY STATEMENT

This Summary Statement, being part of this Official Statement, is subject in all respects to more detailed information appearing herein. The Series 2019 Bonds are offered to potential investors only by means of this entire Official Statement, including the cover page, inside cover page and the Appendices attached hereto. Reference must be made to this entire Official Statement to evaluate the Series 2019 Bonds. No person is authorized to detach this Summary Statement from this Official Statement or to otherwise use it without this entire Official Statement. All capitalized terms used in this Official Statement (including the front cover and inside cover page) and not otherwise defined herein shall have the meanings specified in Appendix B hereto.

Issuer.....

The Massachusetts Educational Financing Authority, a body politic and corporate constituting a public instrumentality of The Commonwealth of Massachusetts (the “Commonwealth”) established in 1982 pursuant to the Act (as defined below) to assist in the financing and refinancing of the costs of post-secondary education (“we” or the “Authority”). See the caption “THE AUTHORITY” herein.

Series 2019 Bonds.....

\$208,170,000 aggregate principal amount of Education Loan Revenue Bonds, Issue L, Series 2019, consisting of \$99,780,000 Senior Series 2019A (Federally Taxable) (the “Senior 2019A Bonds”), \$80,790,000 Senior Series 2019B (AMT) (the “Senior 2019B Bonds”) and \$27,600,000 Subordinate Series 2019C (AMT) (the “Subordinate 2019C Bonds” and together with the Senior 2019A Bonds and the Senior 2019B Bonds, the “Series 2019 Bonds”), offered as fixed rate bonds, dated, maturing, bearing interest and priced as set forth on the inside cover page hereof. The Authority expects to issue the Series 2019 Bonds under an Education Loan Revenue Bond General Resolution, Issue L, dated as of April 5, 2018 (as previously supplemented, the “Issue L General Resolution”), as further supplemented by a Third Issue L Series Resolution, dated as of March 28, 2019 (the “Third Series Resolution,”), and a Fourth Issue L Series Resolution, dated as of March 28, 2019 (the “Fourth Series Resolution,” and together with the Issue L General Resolution and Third Series Resolution, the “Issue L Resolution”).

The Series 2019 Bonds are being issued for the primary purpose of funding MEFA Loans to finance the higher education expenses of current students. The Issue L Loans, as described below, financed or to be financed from proceeds of bonds issued under the Issue L Resolution (“Issue L Bonds”), including the Series 2019 Bonds, and from other monies made available thereunder, along with revenues and other assets that we expressly pledge under the Issue L Resolution are the only security for payment of the Issue L Bonds.

The Series 2019 Bonds will be the second issuance of Issue L Bonds under the Issue L Resolution. The Authority has

previously issued its Education Loan Revenue Bonds, Issue L, Series 2018, consisting of \$158,975,000 Senior Series 2018A (Federally Taxable) (the “Senior 2018A Bonds”), \$113,970,000 Senior Series 2018B (AMT) (the “Senior 2018B Bonds”) and \$33,400,000 Subordinate Series 2018C (AMT) (the “Subordinate 2018C Bonds” and together with the Senior 2018A Bonds and the Senior 2018B Bonds, the “Series 2018 Bonds”), pursuant to the Issue L Resolution, all of which remain Outstanding. The Senior 2019A Bonds and the Senior 2019B Bonds constitute senior bonds under the Issue L Resolution and will be secured on a parity with the Senior 2018A Bonds, the Senior 2018B Bonds and any additional Issue L Bonds issued in the future as senior bonds (collectively, the “Senior Issue L Bonds”), and on a senior basis to (a) any additional Issue L Bonds issued in the future as senior subordinate bonds (the “Senior Subordinate Issue L Bonds”) and (b) the Subordinate 2018C Bonds, the Subordinate 2019C Bonds and any additional Issue L Bonds issued in the future on a basis subordinate to the Senior Issue L Bonds and the Senior Subordinate Issue L Bonds (the “Subordinate Issue L Bonds”). The Subordinate 2019C Bonds constitute Subordinate Issue L Bonds, will be secured on a parity with the Subordinate 2019B Bonds and any additional Issue L Bonds issued in the future as Subordinate Issue L Bonds, and will be subordinated to the Senior 2018A Bonds, the Senior 2018B Bonds, the Senior 2019A Bonds and the Senior 2019B Bonds and any additional Senior Issue L Bonds and any Senior Subordinate Issue L Bonds issued in the future. No such Senior Subordinate Issue L Bonds are included in the Series 2019 Bonds, and no such Senior Subordinate Issue L Bonds are Outstanding.

The Senior 2018A Bonds, the Senior 2019A Bonds and any additional Issue L Bonds issued in the future the interest on which is included in gross income for federal income tax purposes constitute taxable bonds under the Issue L Resolution (collectively, the “Taxable Bonds”), and the Senior 2018B Bonds, the Subordinate 2018C Bonds, the Senior 2019B Bonds, the Subordinate 2019C Bonds and any additional Issue L Bonds issued in the future the interest on which is excluded from gross income for federal income tax purposes constitute tax-exempt bonds under the Issue L Resolution (collectively, the “Tax-Exempt Bonds”).

The Authority has previously issued numerous series of bonds and notes that were, or that are, separately secured under resolutions other than the Issue L Resolution. In the future, the Authority expects to issue additional separately secured series of bonds or notes secured under existing or new resolutions. The Issue L Bonds are not payable from any of the assets that are pledged under such other resolutions to secure such separately secured series of bonds and the assets that are pledged to secure

the payment of the Issue L Bonds are not available to pay any such separately secured bonds. See the caption “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT—Additional Bonds” herein.

The Senior Parity Ratio for the Issue L Resolution is projected to be approximately 117.9% following the issuance of the Series 2019 Bonds. The Overall Parity Ratio for the Issue L Resolution is projected to be approximately 103.9% following the issuance of the Series 2019 Bonds. The Issue L Resolution does not require the Authority to maintain either the Senior Parity Ratio or the Overall Parity Ratio at such levels, and the Authority expects that such ratios will change over time as a result of a number of factors, including Issue L Loan origination and repayment experience, the issuance of additional Issue L Bonds, the payment of Issue L Bonds and the release of Trust Assets. Unless changed pursuant to the provisions of the Issue L Resolution, the Senior Parity Ratio and the Overall Parity Ratio which will be required under the Issue L Resolution for the release of Trust Assets are 116.0% and 106.0%, respectively; provided, however, that no such transfers will be made if the aggregate outstanding principal balance of the Issue L Bonds on such date is less than \$51,455,000 or such higher amount as may be established in the future under the Issue L Resolution. See the captions “PLAN OF FINANCING” and “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT—Release of Excess Trust Assets” herein.

**Interest Payments on
Series 2019 Bonds**.....

Interest on the Series 2019 Bonds will accrue from their delivery date and be payable on each January 1 and July 1, commencing January 1, 2020, or, if any such day is not a Business Day, the next Business Day. Interest on the Series 2019 Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

**Redemption or
Acceleration**.....

The Authority may redeem all or a portion of the Series 2019 Bonds prior to their scheduled maturity, without payment of a premium, under several circumstances as described herein. The timing of any such redemption and amount of Series 2019 Bonds that may be affected cannot be determined with any certainty at this time. Such redemption may result from failure to apply proceeds of the Series 2019 Bonds and of other moneys available to the Authority to originate Issue L Loans as currently expected, the repayment performance and prepayment of Issue L Loans and the degree to which the Authority’s actual experience with respect to such factors conforms to certain cash flow assumptions that were relied on by the Authority in connection with the structuring of the Series 2019 Bonds.

In certain cases, the Issue L Resolution permits application of Revenues allocable to a particular Series of Issue L Bonds to the redemption of eligible maturities within any or all Issue L Bonds and permits the Authority to direct available Revenues to the redemption of such Series of Issue L Bonds as it may choose, and within a Series to such eligible maturities as it may choose. In addition, principal of the Issue L Bonds may also be accelerated under the circumstances described herein. See the captions “REDEMPTION PROVISIONS” and “INVESTMENT CONSIDERATIONS—Redemption of Series 2019 Bonds” herein and “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Remedies” hereto.

Special Obligations.....

The Issue L Bonds, including the Series 2019 Bonds, are special obligations of the Authority and are payable solely from the Revenues and amounts on deposit in certain Funds and accounts established and pledged under the Issue L Resolution. No revenues or other assets are available to fund payment of the Issue L Bonds, including the Series 2019 Bonds. The Authority has no taxing power. Neither the Commonwealth nor any political subdivision thereof is or shall be obligated to pay the principal of or interest on the Issue L Bonds, including the Series 2019 Bonds, and neither the full faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to such payment.

Sources of Payments for the Series 2019 Bonds.....

The Issue L Bonds, including the Series 2019 Bonds, are secured by and payable from the following sources (the “Trust Assets”):

- (1) All Revenues.
- (2) All Education Loan Notes and any other Revenue-producing contracts or loan guaranties and all rights and interests of the Authority incident thereto, except for amounts loaned to the Authority or the Authority’s rights to indemnification under any security agreement required for an Education Loan Note pursuant to the Loan Program Certificate.
- (3) All moneys and securities on deposit in all Funds and accounts created by or pursuant to the Issue L Resolution as described herein (except for the Rebate Fund), including without limitation any Reserve Fund Facilities, any funds drawn on Reserve Fund Facilities and any Investment Obligations in which such moneys are invested.

- (4) All general intangibles (including payment intangibles) comprising or relating to any of the foregoing.
- (5) The proceeds of any of the foregoing whether any of the foregoing is now existing or is hereafter acquired.

See the caption “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT” herein.

The Issue L Resolution establishes separate accounts within each Fund for Taxable Bonds and Tax-Exempt Bonds. See the caption “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT—Revenue Accounts” herein. Although the Revenues received from Issue L Loans allocable to Taxable Bonds are accounted for separately from Revenues allocable to the Tax-Exempt Bonds, all the Issue L Bonds are secured by all of the Revenues received from the Issue L Bonds and all other Trust Assets under the Issue L Resolution. See “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Priority of Unscheduled Draws to Meet Required Debt Service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Subordinated Tax-Exempt Program Expenses” and “—Priority of Unscheduled Draws to Meet Required Debt Service for Taxable Bonds, Taxable Program Expenses and Subordinated Taxable Program Expenses” hereto.

Reserve Fund.....

A Reserve Fund for the Issue L Bonds has been established under the Issue L Resolution, including a Taxable Reserve Account and a Tax-Exempt Reserve Account therein. The Issue L Resolution requires that the Taxable Reserve Account be maintained in an amount at least equal to the most recently established Taxable Reserve Account Requirement, and that Tax-Exempt Reserve Account be maintained in an amount at least equal to the most recently established Tax-Exempt Reserve Account Requirement. Upon initial issuance of the Series 2019 Bonds, the Taxable Reserve Account Requirement will be an amount at least equal to 1.0% of the principal amount of the Taxable Bonds then Outstanding, but not less than \$1,589,750, and the Tax-Exempt Reserve Account Requirement will be an amount at least equal to 1.0% of the principal amount of the Tax-Exempt Bonds then Outstanding, but not less than \$1,473,700. Each of the Taxable Reserve Account Requirement and the Tax-Exempt Reserve Account Requirement is subject to change upon compliance with certain requirements of the Issue L Resolution. Proceeds of the Senior 2019A Bonds will be deposited to the Taxable Reserve Account in an amount sufficient to increase the balance therein to the Taxable Reserve Account Requirement, and proceeds of the Senior 2019B Bonds and the Subordinate 2019C Bonds will be deposited to the Tax-Exempt Reserve Account in an amount sufficient to

increase the balance therein to the Tax-Exempt Reserve Account Requirement. See the captions “ESTIMATED SOURCES AND USES OF FUNDS” and “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT—Reserve Fund” herein.

Use of Bond Proceeds.....

We expect to use the proceeds of the Series 2019 Bonds, together with other monies available under the Issue L Resolution, for the following principal purposes: (i) to fund new MEFA Loans bearing interest at fixed rates (“Fixed Rate MEFA Loans”); (ii) to fund the Reserve Fund; and (iii) to pay the costs of issuing the Series 2019 Bonds. See the captions “PLAN OF FINANCING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

Issue L Loans.....

“Issue L Loans” are MEFA Education Loans that are funded through application of the proceeds of, or other funds allocated to, Issue L Bonds. All Issue L Loans are pledged as security for the payment of Issue L Bonds. As of January 31, 2019, approximately \$225.6 million in principal amount of MEFA Loans were pledged pursuant to the Issue L Resolution, all of which are Fixed Rate MEFA Loans.

The Authority expects that all new Issue L Loans that will be originated using available funds under the Issue L Resolution or proceeds of the Series 2019 Bonds will be Fixed Rate MEFA Loans. All such new Fixed Rate MEFA Loans will be credit-based loans with terms and conditions that are similar to the terms and conditions described herein. The Authority reserves the right, however, to apply proceeds of any now or hereafter issued Issue L Bonds and any Revenues available for recycling to finance MEFA Education Loans with terms and conditions that vary from those described herein, upon compliance with certain requirements of the Issue L Resolution. See the captions “INVESTMENT CONSIDERATIONS,” “THE MEFA FINANCING PROGRAM,” and “ISSUE L LOAN PORTFOLIO” herein.

All of the current Issue L Loans were, and substantially all future Issue L Loans are expected to be, originated solely on the basis of borrower and, if applicable, co-borrower credit evaluation, will be payable solely by the borrower and any applicable co-borrower and will not be guaranteed by the Authority or by any other person, other than any such co-borrower. See the captions “INVESTMENT CONSIDERATIONS,” and “ISSUE L LOAN PORTFOLIO” herein.

MEFA Financing Program.....

We have established a number of proprietary, unsecured consumer loan programs for financing and refinancing loans for undergraduate and graduate students, to finance higher education

expenses, including credit-based and need-based loans that bear interest on a fixed rate or variable rate basis and have previously issued numerous series of bonds and notes that were, or that are, secured under resolutions other than the Issue L Resolution to fund education loans under the MEFA Financing Program.

Since inception, the MEFA Financing Program has included loans to finance higher education expenses of current students (“MEFA Loans” and the “MEFA Loan Program”). As of 2015, the MEFA Financing Program was expanded to include loans to refinance higher education expenses (“MEFA Refinancing Loans” and the “MEFA Refinancing Loan Program”) utilizing notes and bonds issued under other existing resolutions. MEFA Loans and MEFA Refinancing Loans are referred to collectively as “MEFA Education Loans.” We may issue additional Issue L Bonds or separately secured series of bonds or notes for either of these purposes in the future.

MEFA Education Loans that were originated, or that in the future may be originated, from funds that we obtain from the issuance of such separately secured series of bonds or notes may have terms and conditions that are similar to, or that are different from, the terms and conditions of Issue L Loans. As of the date of this Official Statement, there are no uncommitted Authority bond proceeds available to fund MEFA Loans other than approximately \$30 million under the Issue L Resolution. The Authority established a commercial paper program in 2017 for warehouse funding of MEFA Refinancing Loans. As of March 29, 2019, the commercial paper program was expanded to a maximum of \$350 million outstanding in part to accommodate funding MEFA Loans as well. See the captions “ESTIMATED SOURCES AND USES OF FUNDS,” “THE MEFA LOAN PROGRAM” and “INVESTMENT CONSIDERATIONS—Redemption of Series 2019 Bonds” and “—Composition and Characteristics of the Issue L Loan Portfolio May Change” herein.

The description of the MEFA Financing Program included in this Official Statement does not address every type of MEFA Education Loan, but it does describe the types of MEFA Education Loans that are expected to become material components of the Issue L Loans. Certain additional information included in this Official Statement concerning MEFA Education Loans is included for general reference purposes only, and is not intended to suggest that the characteristics or performance of Issue L Loans that bear interest at a fixed rate or, if applicable, at a variable rate will at any time be similar to that which would be expected from a representative sample of all MEFA Education Loans or of all MEFA Education Loans that bear interest on a similar basis. See the caption “INVESTMENT CONSIDERATIONS—Future Performance of

the Issue L Loan Portfolio May Differ From Historical MEFA Education Loan Performance” herein.

The Authority regularly reviews the terms and conditions of the MEFA Financing Program and reserves the right to alter such terms and conditions with respect to Issue L Loans, or with respect to other MEFA Education Loans, at any time. See the captions “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT,” “INVESTMENT CONSIDERATIONS—Future Performance of the Issue L Loan Portfolio May Differ From Historical MEFA Education Loan Performance,” “—Composition and Characteristics of the Issue L Loan Portfolio May Change” and “—Changes in Relevant Laws” and “THE MEFA FINANCING PROGRAM” herein.

MEFA Loan Program Partners

Entech Consulting, LLC (“Entech”) currently acts as loan originating agent for all MEFA Education Loans (the “Loan Originating Agent”) pursuant to an Agreement, entered into as of January 29, 2018 (the “Loan Origination Agreement”), between the Authority and Entech. U.S. Bank National Association (“U.S. Bank”) currently acts as disbursing agent for all MEFA Education Loans (the “Disbursing Agent”) pursuant to a Master Services Agreement, dated as of December 18, 2017 (the “Disbursement Agreement”), between the Authority and U.S. Bank. Pennsylvania Higher Education Assistance Agency (“PHEAA”) currently acts as the loan servicer for all MEFA Education Loans (the “Loan Servicer”) pursuant to a Servicing Agreement, dated April 1, 2018, with respect to MEFA Loans and a separate Amended and Restated Servicing Agreement, dated as of April 1, 2018, with respect to MEFA Refinancing Loans (respectively or collectively, as applicable, the “PHEAA Servicing Agreement”), between the Authority and PHEAA. The Issue L Resolution permits additional or successor loan servicers and originators to be appointed. See the caption “MEFA EDUCATION LOAN ORIGINATION AND SERVICING,” herein and “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Covenants as to Education Loans” hereto.

Investment Considerations.....

Certain factors that you should consider prior to making any investment decision concerning the Series 2019 Bonds are identified herein under the caption “INVESTMENT CONSIDERATIONS” herein. These factors do not constitute the only factors that you should consider and do not address the only risks of ownership of the Series 2019 Bonds. The descriptions of these factors are intended only to indicate the nature of the factors identified and not as exhaustive discussions of the potential effects of such factors.

Ratings.....

The Senior 2019A Bonds and the Senior 2019B Bonds are expected to be rated “AA(sf)” by S&P Global Ratings (“S&P”). The Subordinate 2019C Bonds are expected to be rated “BBB(sf)” by S&P. Assignment of such ratings is a precondition to the purchase of the Series 2019 Bonds by the Underwriters.

Neither the Authority nor the Underwriters have undertaken any responsibility either to directly notify holders of Series 2019 Bonds of any proposed change in or withdrawal of such ratings or to oppose any such proposed revision, although certain rating changes are reportable under the proposed Continuing Disclosure Agreement for the Series 2019 Bonds. See the caption “INVESTMENT CONSIDERATIONS—Certain Actions May Be Permitted Without Bondholder Approval” and “—Effect of Ratings,” “RATINGS” and “CONTINUING DISCLOSURE” herein.

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MASSACHUSETTS EDUCATIONAL FINANCING AUTHORITY

Members of the Authority

60 State Street
Boston, Massachusetts 02109

Thomas M. Graf,
Executive Director

Keith C. Shaughnessy, *Chair*

Philip N. Shapiro, *Vice Chair*

Gary Bailey

Kelly Lynch

Amanda Magee

Alan Ray

Ramón A. Rivera

Secretary of the Executive Office

for Administration and Finance, *ex officio*

Secretary of the Executive Office

of Housing and Economic Development, *ex officio*

OFFICIAL STATEMENT

Relating to

\$208,170,000

MASSACHUSETTS EDUCATIONAL FINANCING AUTHORITY

EDUCATION LOAN REVENUE BONDS, ISSUE L, SERIES 2019

SENIOR SERIES 2019A (FEDERALLY TAXABLE), SENIOR SERIES 2019B (AMT)

AND SUBORDINATE SERIES 2019B (AMT)

The purpose of this Official Statement is to set forth information in connection with the sale by the Massachusetts Educational Financing Authority (“we” or the “Authority”) of \$208,170,000 aggregate principal amount of Education Loan Revenue Bonds, Issue L, Series 2019, consisting of \$99,780,000 Senior Series 2019A (Federally Taxable) (the “Senior 2019A Bonds”), \$80,790,000 Senior Series 2019B (AMT) (the “Senior 2019B Bonds”) and \$27,600,000 Subordinate Series 2019C (AMT) (the “Subordinate 2019C Bonds” and together with the Senior 2019A Bonds and the Senior 2019B Bonds, the “Series 2019 Bonds”), pursuant to Chapter 15C of the General Laws of The Commonwealth of Massachusetts (the “Commonwealth”), as amended (the “Act”), an Education Loan Revenue Bond General Resolution, Issue L, dated as of April 5, 2018 (as previously supplemented, the “Issue L General Resolution”), as further supplemented by a Third Issue L Series Resolution dated as of March 28, 2019 (the “Third Series Resolution,”) and a Fourth Issue L Series Resolution dated as of March 28, 2019 (the “Fourth Series Resolution,” and together with the Issue L General Resolution and Third Series Resolution, the “Issue L Resolution”). The Authority has previously issued its Education Loan Revenue Bonds, Issue L, Series 2018, consisting of \$158,975,000 Senior Series 2018A (Federally Taxable) (the “Senior 2018A Bonds”), \$113,970,000 Senior Series 2018B (AMT) (the “Senior 2018B Bonds”) and \$33,400,000 Subordinate Series 2018C (AMT) (the “Subordinate 2018C Bonds” and together with the Senior 2018A Bonds and the Senior 2018B Bonds, the “Series 2018 Bonds”), pursuant to the Issue L Resolution, all of which remain Outstanding.

The Issue L Resolution constitutes a contract among the Authority, U.S. Bank National Association, Boston, Massachusetts, as trustee (the “Trustee”), and the holders from time to time of the Issue L Bonds issued thereunder. Certain capitalized terms used in this Official Statement and not otherwise defined herein have the meanings set forth in Appendix B hereto. The Series 2018 Bonds, the Series 2019 Bonds and any other bonds which may be issued in the future under the Issue L Resolution are referred to herein as the “Issue L Bonds.”

This Official Statement contains certain information about the Authority and certain other MEFA Financing Program participants, descriptions of the terms of the Series 2019 Bonds, description of the terms and conditions that are currently expected to be applicable to the Issue L Loans to be pledged pursuant to the Issue L Resolution upon the issuance of the Series 2019 Bonds and to Issue L Loans the Authority expects to finance for the 2019-2020 academic year, and descriptions of the Act, the Issue L Resolution, and certain other documents related to the security for the Series 2019 Bonds, and of certain applicable laws. All references herein to laws and documents are qualified in their entirety by reference to such laws and to such documents, as in effect on the date of issuance of the Series 2019 Bonds, and all references to the Series 2019 Bonds are qualified in their entirety by reference to the respective definitive form thereof and to the Issue L Resolution. This Official Statement is intended for use in connection with the sale of the Series 2019 Bonds and may not be reproduced or used, in whole or in part, for any other purpose.

INTRODUCTORY STATEMENT

The Authority is a body politic and corporate, constituting a public instrumentality of the Commonwealth. The Authority was established in 1982 pursuant to the Act to assist students, their parents and others responsible for paying the costs of education as well as institutions of higher education in the Commonwealth in the financing and refinancing of the costs of education. The Authority is issuing the Series 2019 Bonds for the principal purposes of: (i) funding loans to finance current higher education expenses (“MEFA Loans”) under the component of the Authority’s program of education loans to or on behalf of borrowers who are undergraduate or graduate students and are residents of the Commonwealth or attend post-secondary educational institutions within the Commonwealth; (ii) funding the Reserve Fund; and (iii) paying the costs of issuing the Series 2019 Bonds. Such MEFA Loans and other MEFA Education Loans funded with the proceeds of Issue L Bonds and the Revenues received by the Authority from such MEFA Education Loans are the primary expected source of payment for the Issue L Bonds, including the Series 2019 Bonds. The Authority expects that all MEFA Education Loans funded, or refinanced, with the proceeds of Series 2019 Bonds, and other available moneys within the Issue L Resolution, will be credit-based MEFA Loans bearing interest at fixed rates (“Fixed Rate MEFA Loans”). As of January 31, 2019, approximately \$225.6 million in principal amount of MEFA Loans were held under the Issue L Resolution, all of which are Fixed Rate MEFA Loans. See the captions “PLAN OF FINANCING” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

The Authority has previously established a number of proprietary, unsecured consumer loan programs to fund MEFA Loans, including fixed rate and variable rate, undergraduate and graduate, and credit-based and need-based loans to students and to others borrowing for the benefit of such students. Such MEFA Loans provide supplemental assistance for students receiving other forms of financial aid and primary assistance for students not eligible for other forms of financial aid. In 2015, the Authority began to offer loans to refinance higher education expenses (“MEFA Refinancing Loans”) under a new component of the MEFA Financing Program to borrowers who, as undergraduate or graduate students, attended post-secondary education institutions which participate in the MEFA Loan Program, whether located in or outside the Commonwealth.

All Authority loans and all Authority loan programs are referred to as a whole herein as “MEFA Education Loans” and as the “MEFA Financing Program,” respectively. To date the vast majority of MEFA Education Loans have been originated as MEFA Loans to finance the higher education expenses of current students, rather than for refinancing purposes. The Authority administers the MEFA Financing Program, along with its U. Fund College Investing Plan, U. Plan Prepaid Tuition Program, the MEFA Attainable Savings Plan and certain public service initiatives, as a full service higher education financing organization providing solutions to families and colleges.

The principal components of the MEFA Financing Program include: (i) the Fixed Rate Undergraduate MEFA Loan Program; (ii) the Variable Rate Undergraduate MEFA Loan Program; (iii) the MEFA Loans for Graduate Education Program, which currently offers loans on a fixed rate basis, but which previously also offered loans on a variable rate basis; and (iv) the MEFA Refinancing Loan Program, which offers loans on a fixed rate basis and on a variable rate basis. From time to time the Authority has offered loans with interest rates which are adjusted periodically in accordance with an index or variable cost of capital as either “variable rate” or “floating rate” loans. The two terms are used herein interchangeably. The Authority does not currently expect the Issue L Loans to include any MEFA Refinancing Loans, but reserves the right to finance additional Issue L Loans as Fixed Rate MEFA Loans or MEFA Refinancing Loans. See the captions “THE MEFA FINANCING PROGRAM” and “MEFA EDUCATION LOAN ORIGINATION AND SERVICING” herein.

For the purposes of this Official Statement, the “Issue L Loans” are MEFA Education Loans that are funded through application of proceeds of, or other funds allocable to, Issue L Bonds, or are pledged as security under the Issue L Resolution. Presently, all of the Issue L Loans are credit-based Fixed Rate MEFA Loans, as described herein. All new Issue L Loans to be funded through application of amounts allocable to the Series 2019 Bonds are also expected to be credit-based Fixed Rate MEFA Loans, as described herein. The Issue L Resolution permits the Authority to apply Issue L Bond proceeds to finance Issue L Loans with terms and conditions that vary from those described herein upon compliance with certain Issue L Resolution requirements. The Authority also reserves the right to fund MEFA Education Loans from other sources. See the captions “THE MEFA FINANCING PROGRAM,” “MEFA EDUCATION LOAN PORTFOLIO,” “INVESTMENT CONSIDERATIONS—Composition and Characteristics of the Issue L Loan Portfolio May Change” and “ISSUE L LOAN PORTFOLIO” herein.

Entech Consulting, LLC (“Entech”) acts as loan originating agent for all MEFA Education Loans (the “Loan Originating Agent”) pursuant to an Agreement, entered into as of January 29, 2018 (the “Loan Origination Agreement”), between the Authority and Entech. U.S. Bank National Association (“U.S. Bank”) acts as disbursing agent for all MEFA Education Loans (the “Disbursing Agent”) pursuant to a Master Services Agreement, dated as of December 18, 2017 (the “Disbursement Agreement”), between the Authority and U.S. Bank. Pennsylvania Higher Education Assistance Agency (“PHEAA”) acts as the loan servicer for all MEFA Education Loans (the “Loan Servicer”) pursuant to the PHEAA Servicing Agreement. Prior to the effective date of the Loan Origination Agreement and the PHEAA Servicing Agreement, the MEFA Loans were originated and serviced by Conduent Education Services, LLC (formerly known as Xerox Education Services, LLC and doing business as ACS Education Services). Performance data included in this Official Statement for the most recent reported period reflects a timeframe in which the Authority converted the servicing of its loan portfolio from Conduent to PHEAA. The MEFA Education Loan origination and servicing process is a joint effort among the Authority, the Loan Originating Agent, the Disbursing Agent, the Loan Servicer and, with respect to MEFA Loans, non-profit, post-secondary, degree granting educational institutions which are participating in the MEFA Loan Program (the “Participating Institutions”). See the captions “MEFA EDUCATION LOAN ORIGINATION AND SERVICING”, “THE MEFA FINANCING PROGRAM—Participating Institutions” and “INVESTMENT CONSIDERATIONS—The MEFA Education Loans were Only Recently Converted to PHEAA’s Servicing System” herein.

MEFA Education Loan applications are submitted directly to the Loan Originating Agent by the applicants for credit analysis. After approval of a borrower’s application, certification by the Participating Institution (except for MEFA Refinancing Loans) and execution by the borrower(s) and, if applicable, the student of a credit agreement, the credit agreement is delivered to the Loan Servicer to be held in custody. The Authority finances MEFA Loans by disbursing funds through the Disbursing Agent to the Participating Institution. The Disbursing Agent transfers such funds upon receipt to the

Participating Institution for credit to the student's account. MEFA Refinancing Loans are disbursed by the Disbursing Agent to the lender or servicer of the loans to be refinanced.

The Senior 2019A Bonds and the Senior 2019B Bonds constitute senior bonds under the Issue L Resolution and will be secured on a parity with the Senior 2018A Bonds, the Senior 2018B Bonds and any additional Issue L Bonds issued in the future as senior bonds (collectively, the "Senior Issue L Bonds"), and on a senior basis to (a) any additional Issue L Bonds issued in the future as senior subordinate bonds (the "Senior Subordinate Issue L Bonds") and (b) the Subordinate 2018C Bonds, the Subordinate 2019C Bonds and any additional Issue L Bonds issued in the future on a basis subordinate to the Senior Issue L Bonds and the Senior Subordinate Issue L Bonds (the "Subordinate Issue L Bonds"). The Subordinate 2019C Bonds constitute Subordinate Issue L Bonds and will be subordinated to all Senior Issue L Bonds now or hereafter Outstanding and to any Senior Subordinate Issue L Bonds issued in the future. No such Senior Subordinate Issue L Bonds are included in the Series 2019 Bonds, and no such Senior Subordinate Issue L Bonds are Outstanding, but the Issue L Resolution permits the issuance of Senior Subordinate Issue L Bonds which are secured on a basis subordinate to the Senior Issue L Bonds, but senior to the Subordinate Issue L Bonds. The Issue L Resolution also permits the issuance of Issue L Bonds which are secured on a basis subordinate to the Senior Issue L Bonds, the Senior Subordinate Issue L Bonds and the Subordinate Issue L Bonds. The Senior 2018A Bonds, the Senior 2019A Bonds and any additional Issue L Bonds issued in the future the interest on which is included in gross income for federal income tax purposes constitute taxable bonds under the Issue L Resolution (collectively, the "Taxable Bonds"), and the Senior 2018B Bonds, the Senior 2019B Bonds, the Subordinate 2018C Bonds, the Subordinate 2019C Bonds and any additional Issue L Bonds issued in the future the interest on which is excluded from gross income for federal income tax purposes constitute tax-exempt bonds under the Issue L Resolution (collectively, the "Tax-Exempt Bonds").

The Authority regularly reviews the terms and conditions of its MEFA Financing Program and its administrative arrangements for the origination, servicing and collection of MEFA Education Loans, and reserves the right to alter such terms and conditions, including all terms and conditions described herein as being applicable to Issue L Loans, and such administrative arrangements, at any time; subject, with respect to Issue L Loans, to compliance with certain requirements of the Issue L Resolution. See the captions "INVESTMENT CONSIDERATIONS—Certain Actions May Be Permitted Without Bondholder Approval," "—Dependence Upon Third-Party Loan Servicer and Loan Originating Agent" and "—Composition and Characteristics of the Issue L Loan Portfolio May Change" herein.

This Official Statement contains certain historical information relative to the origination and payment experience of the Authority in connection with its previously originated MEFA Education Loans and to the general terms of the MEFA Financing Program. Such information is included for general reference purposes only, and is not intended as a representation that the origination and payment experience or composition of the Issue L Loan portfolio necessarily will be similar to that of previously originated MEFA Education Loans during any period or over the respective lives of such MEFA Education Loans. There can be no assurance that the performance of Issue L Loans will be consistent with that of previously originated MEFA Education Loans. See the captions "ESTIMATED SOURCES AND USES OF FUNDS," "INVESTMENT CONSIDERATIONS—Redemption of Series 2019 Bonds," "—Future Performance of the Issue L Loan Portfolio May Differ From Historical MEFA Education Loan Performance," "—Composition and Characteristics of the Issue L Loan Portfolio May Change" and "—General Economic Conditions," "THE MEFA FINANCING PROGRAM" and "ISSUE L LOAN PORTFOLIO" herein.

The Authority currently expects, based upon its projected demand for MEFA Loans, that it will be able to fully apply, or commit for application, all available proceeds of the Series 2019 Bonds to fund

Fixed Rate MEFA Loans on or prior to June 30, 2020, and in time to meet certain interim Loan Origination Targets specified in the Issue L Resolution as such date and such targets may be adjusted in accordance with the Issue L Resolution. However, due to a variety of factors that may influence demand for MEFA Loans, including, without limitation, general economic conditions and the current or potential availability of competing sources of financing for education loans offered by other parties, there can be no assurance that the actual demand for Fixed Rate MEFA Loans that can be funded under the Issue L Resolution during this period will be sufficient to meet such targets or fully expend the Series 2019 Bond proceeds and such other moneys as may be available to the Authority to fund such Fixed Rate MEFA Loans.

The Authority reserves the right to apply some or all of the proceeds of the Series 2019 Bonds and any such other available amounts to finance MEFA Education Loans other than MEFA Loans, and to implement actions, including but not limited to the issuance of bonds in addition to the Series 2019 Bonds and the issuance of notes under its commercial paper program, to obtain additional funds to finance MEFA Education Loans, including MEFA Loans, during this period. See the caption “THE MEFA FINANCING PROGRAM—General.” Although the Authority currently expects to fund MEFA Loans for students who are residents of or attending a Participating Institution in the Commonwealth from proceeds of Issue L Bonds prior to applying other funds to such purpose, the Authority reserves the right to allocate funds from different sources that are available to it to finance MEFA Education Loans, including MEFA Loans, in any manner that it deems appropriate. The Issue L Resolution does not require or prevent the application of Series 2019 Bond proceeds or any other moneys available under the Issue L Resolution prior to the application of other funds that may become available to the Authority to make MEFA Loans and permits the Authority to apply all funds available to the Authority to make MEFA Loans in any order. See the captions “THE SERIES 2019 BONDS—Redemption Provisions—Mandatory Redemption Resulting From Non-Origination” and “ESTIMATED SOURCES AND USES OF FUNDS” herein.

The Issue L Bonds, including the Series 2019 Bonds, are special obligations of the Authority, which has no taxing power, payable solely from the Revenues and certain Funds and accounts established and pledged under the Issue L Resolution. No revenues or other assets of the Authority are available to fund payment of the Issue L Bonds, including the Series 2019 Bonds, except as expressly provided by the Issue L Resolution. Neither the Commonwealth nor any political subdivision thereof is or shall be obligated to pay the principal of or interest on the Issue L Bonds, including the Series 2019 Bonds, and neither the full faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to such payment. See the caption “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT” herein.

THE AUTHORITY

General

The Authority is a body politic and corporate, constituting a public instrumentality of the Commonwealth. The Legislature of the Commonwealth created the Authority in 1982 for the purpose of assisting parents, students and institutions of higher education in financing and refinancing the costs of education. The Authority provides financial assistance to students attending post-secondary schools through the financing of education loans.

The Authority was established in 1982 under Chapter 15C of Massachusetts General Laws, as amended (the “Act”). In 1990, the Act was amended to add to the Authority’s functions that of developing and administering one or more savings programs designed to facilitate and encourage savings by or on behalf of students, future students and parents for the purposes of paying the costs of attendance

at institutions of higher education. In connection with that amendment, the Authority's name was changed from the Massachusetts Education Loan Authority to its current name, and the number of members of the Authority was increased from seven to nine. In 1994, the Authority established the "U. Plan Prepaid Tuition Plan," which is a prepaid tuition program that currently includes approximately eighty public and private Massachusetts colleges and universities. In 1999, the Authority established the Commonwealth's Qualified 529 College Savings Program, the "U. Fund College Investing Plan," which gives families an opportunity to save for qualified educational expenses through investments in mutual funds. Investments can be used at any accredited college in the country.

In 2002, the Authority initiated a program to fund loans originated pursuant to the Federal Family Education Loan Program ("FFELP Loans"). The Authority funded FFELP Loans from the proceeds of bonds issued pursuant to resolutions separate and apart from the Issue L Resolution. In April, 2008, the Authority announced a suspension, effective July 1, 2008, of its funding of new FFELP Loans in response to certain proposed federal statutory changes and to capital market conditions.

In 2003, MEFA introduced *MEFA Counselor* to coordinate its efforts to educate families and students about planning, saving and paying for college. Working through schools, libraries and community organizations, *MEFA Counselor* provides step-by-step guidance to assist students in accessing higher education opportunities through in-person seminars, one-on-one telephone counseling, and online, interactive resources for families at every stage of the college financing process. The technology available through *MEFA Pathway*, previously known as *YourPlanForCollege.org*, introduced in 2010, offers a complete college and career planning resource for students, parents and high school counselors across the Commonwealth. The Commonwealth's college and career web portal is free for high school counselors, students and their families.

In 2014, the Act was amended authorizing the Authority to create, establish and maintain a Qualified ABLE (Achieving a Better Life Experience) Program that conforms to the requirements set forth in the federal ABLE legislation enacted in December 2014 as part of the Tax Increase Prevention Act of 2014, as subsequently amended. The ABLE legislation provides for tax-advantaged investment accounts under a Qualified ABLE Program for future "qualified disability expenses" of individuals with disabilities, without adverse impact on federal means-tested benefits. MEFA's Attainable Savings Plan was launched in the spring of 2017.

In 2015, the Authority introduced the "MEFA Refinancing Loan Program" that offers credit-based fixed rate and variable rate loans to borrowers for the purpose of refinancing loans previously incurred for higher education expenses ("MEFA Refinancing Loans").

Since inception the Authority has originated approximately \$4.8 billion of student loans, of which approximately \$1.65 billion were outstanding as of January 31, 2019. Of this amount, approximately \$422 million represented FFELP Loans originated between 2002 and 2008, of which approximately \$40 million were outstanding as of January 31, 2019.

The Authority solicits participation in its loan programs from qualifying independent and public educational institutions and eligible borrowers. For-profit higher education schools are not eligible to participate in the MEFA Financing Program. The Authority monitors MEFA Loan origination and servicing, delinquencies and defaults, investment results and revenue projections. In addition to developing and operating its loan, savings and investment programs, the Authority conducts an extensive outreach program of seminars on student financial aid and financing higher education for educational personnel and for parents across the Commonwealth.

Members and Staff

The Authority consists of nine members, seven of whom are appointed by the Governor of the Commonwealth. The two other members, *ex-officio*, are the Secretary of the Executive Office for Administration and Finance and the Secretary of the Executive Office of Housing and Economic Development of the Commonwealth, or their designees. At least four of the members are required to be trustees, directors, officers or employees of institutions for higher education and three are required to be persons having a favorable reputation in the fields of state and municipal finance, banking, law or investment advice or management. The Executive Director and Assistant Executive Director are appointed by the Authority. The Authority had 38 employees as of January 31, 2019.

The members, the Executive Director and other staff of the Authority are listed below:

Members

KEITH C. SHAUGHNESSY, Chair; term expired July 1, 2017, serving in a holdover capacity.

Mr. Shaughnessy is the Chairman and Chief Executive Officer of Metapoint Partners, which he co-founded in 1988. He was previously Division Executive/Managing Director of the Acquisition Finance Division of Bank of Boston.

PHILIP N. SHAPIRO, Vice-Chair, term expires April 1, 2020.

Mr. Shapiro is the Chairman of ISO New England. He was previously the Vice President for Finance and Chief Financial Officer at Babson College, a Managing Director of Standard and Poor's Rating Group, CFO of the Massachusetts Water Resources Authority, a Director of Investor Relations for the Bank of New England, and a Deputy Director of the Massachusetts Energy Facilities Siting Council.

GARY BAILEY, M.S.W., term expires July 1, 2019.

Mr. Bailey is an Associate Professor at Simmons College Graduate School of Social Work where he chairs the Dynamics of Racism and Oppression foundation sequence. He is a member of the Council on Social Work Education/Hartford Foundation Gero Education Initiative and serves as Chair of the Simmons College Black Administrators, Faculty and Staff Council.

KELLY LYNCH, term expires July 1, 2023.

Ms. Lynch is Vice President, Strategic Initiatives and Chief of Staff at Babson College. A distinguished strategic communications professional with nearly 20 years of experience, Ms. Lynch joined Babson in 2011 and currently serves as a member of the College's executive leadership team and key advisor to the President. Prior to joining Babson, she was Principal/Senior Vice President at Rasky Baerlein Strategic Communications.

AMANDA MAGEE, term expires July 1, 2020.

Ms. Magee is the Chief Financial Officer of Comark LLC. She has over twenty years of broad experience in entrepreneurial manufacturing companies, previously serving as the Director of Global Pricing and Analytics at Technetics, Inc., a division of EnPro Industries and Chief Financial Officer at Fabrico, Inc.

ALAN RAY, PhD, JD, term expires July 1, 2024.

Dr. Ray is President and CEO of Fisher College in Boston. He previously served as President of Elmhurst College in Illinois and performed senior administrative and teaching functions for the University of New Hampshire and Harvard Law School. Dr. Ray practiced law in California and Massachusetts before entering higher education administration in 1996.

RAMÓN A. RIVERA, LL.M., CPA, term expires June 30, 2021.

Mr. Rivera is the Chief Financial Officer of Fullbridge, Inc. Previously, he served as Vice President of Finance and Administration as well as the Secretary and Treasurer of the Board of Directors of Aereo, Inc., Director of International Finance at LoJack Corporation, Chief Financial Officer at CitySoft, Inc., and Senior Tax Manager with PricewaterhouseCoopers, LLP.

SECRETARY OF THE EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE OF THE COMMONWEALTH, *ex-officio*.

SECRETARY OF THE EXECUTIVE OFFICE OF HOUSING AND ECONOMIC DEVELOPMENT OF THE COMMONWEALTH, *ex-officio*.

Staff

THOMAS M. GRAF, Executive Director.

Mr. Graf joined the Authority in December 1999. Prior to joining the Authority, he served as Budget Director for The Commonwealth of Massachusetts; Deputy Budget Director, Fiscal Affairs Division; and Director of Legislative Affairs/Fiscal Affairs for the Office of the Governor. Mr. Graf received his B.S. in Business Administration from Merrimack College.

ELIZABETH K. FONTAINE, Assistant Executive Director.

Ms. Fontaine joined the Authority in February 1993. Prior to joining the Authority, she served as Director of the Massachusetts State Scholarship Office and held several related college financing positions. Ms. Fontaine received a B.A. from Assumption College and completed graduate study at Clark University.

JAMES S. LEIGHTON, Chief Financial Officer and Chief Operating Officer.

Mr. Leighton joined the Authority in November 1997. Formerly, he was Portfolio Administrator for Mercantile Bank & Trust Company and a Financial Analyst for U.S. Trust and Fleet Management & Recovery Corporation. Mr. Leighton received his B.S. and his M.B.A. from Northeastern University.

FRANCIS X. CAVANAUGH, Director of Portfolio Origination.

Mr. Cavanaugh joined the Authority in December 2006. Prior to joining the Authority, he held various management positions in finance and operations in the manufacturing and distribution industry. Mr. Cavanaugh received his B.S. and M.B.A. from Babson College.

SARAH R. CALLANDER, Director of Financial Operations.

Ms. Callander joined the Authority in August 2000. Prior to joining the Authority, she was an Analyst at Citizens Power, LLC. Ms. Callander received her B.S. in Business Administration from the University of New Hampshire and her M.B.A. from Boston University.

LAURA GROVES, Director–Capital Markets.

Ms. Groves joined the Authority in July 2009. Prior to joining the Authority, she was a Financial Analyst at the San Diego County Regional Airport Authority. She has also served as a Financial Analyst and Finance Intern within the Authority from 2002-2007. Ms. Groves received her B.S. in Finance from Bentley University and her M.B.A. from the Isenberg School of Management at UMass Amherst.

SABRINA T. TRAN, Director of Portfolio Servicing

Ms. Tran joined the Authority in February 2008. Prior to this role, she has served as a Finance Associate and Financial Analyst within the loan operations department at the Authority. Before joining the Authority, she was an Executive Assistant at Radius Financial Group, Inc. Ms. Tran received her B.S. in Finance and Insurance from Northeastern University.

ZARAH MASALES-TRINGALI, Director, Compliance and Project Management

Ms. Masales-Tringali re-joined the Authority in July 2017. Prior to that, Ms. Masales-Tringali was a First Vice President, Consumer and Residential Lending for Cambridge Savings Bank. Ms. Masales-Tringali had previously served as a Director of Portfolio Servicing and held several operations and accounting positions within the Authority from 1999-2015. Ms. Masales-Tringali received her B.S. and M.B.A from Northeastern University.

THE SERIES 2019 BONDS

The Series 2019 Bonds will mature on the dates and bear interest at the rates set forth on the inside cover page of this Official Statement. The Series 2019 Bonds will be issued in denominations of \$5,000 and in integral multiples thereof, will be dated the date of delivery, and will bear interest from their date, payable on each January 1 and July 1, beginning January 1, 2020, or if any such day is not a Business Day, the next Business Day.

So long as the Series 2019 Bonds are registered in the name of Cede & Co., as nominee of DTC, interest on and principal of the Series 2019 Bonds will be payable to Cede & Co., and will be redistributed by DTC and the DTC Participants as described herein under the caption “BOOK-ENTRY ONLY SYSTEM” herein.

REDEMPTION PROVISIONS

General

The Series 2019 Bonds are subject to optional redemption, mandatory sinking fund redemption, mandatory redemption resulting from non-origination, mandatory redemption from Excess Revenues and optional redemption from Excess Revenues, as described below. No redemption shall cause any Issue L Bonds that remain Outstanding to be outstanding in an amount other than an Authorized Denomination

and the amount to be so redeemed shall be increased or decreased as directed by the Authority to avoid such a result.

Optional Redemption

The Senior 2019A Bonds maturing on July 1, 2035, the Senior 2019B Bonds maturing on July 1, 2035 and the Subordinate 2019C Bonds are subject to redemption prior to maturity, in whole or in part, on any date on or after July 1, 2029, at the option of the Authority, from any available source, at a Redemption Price equal to the principal amount being redeemed, without premium, plus accrued interest to the redemption date. Any such redemption will be applied to each such maturity on a pro rata basis (or in such other manner as the Authority, consistent with a Favorable Projection of Revenues, may direct). So long as any Senior Issue L Bonds will remain Outstanding after any such optional redemption, prior to the optional redemption of any Senior Subordinate Issue L Bonds or Subordinate Issue L Bonds, the Authority must provide (i) a Parity Ratio Senior Subordinate Principal Reduction Certificate or Parity Ratio Subordinate Principal Reduction Certificate, as applicable, showing that, as of the date of calculation, after giving effect to any proposed transfer or transaction, the Senior Parity Ratio is at least 116.0% and (ii) a Favorable Projection of Revenues. The Senior Parity Ratio in the preceding sentence may be adjusted at the discretion of the Authority with Prior Rating Agency Notice and a Favorable Projection of Revenues.

Mandatory Sinking Fund Redemption

The Senior 2019A Bonds maturing on July 1, 2035 (the “Senior 2019A Term Bonds”) are subject to mandatory sinking fund redemption in the amounts and on each July 1 in each of the years set forth below (each a “Senior 2019A Sinking Fund Installment”), at a Redemption Price equal to the principal amount, without premium, plus accrued interest, if any, to the redemption date.

\$45,970,000 Term Senior 2019A Bonds Due July 1, 2035

<u>Date (July 1)</u>	<u>Sinking Fund Installment</u>
2030	\$8,105,000
2031	8,420,000
2032	7,170,000
2033	6,845,000
2034	7,390,000
2035 [†]	8,040,000

[†] Final maturity.

The amounts which would otherwise be available for a Senior 2019A Sinking Fund Installment may be applied, prior to notice of mandatory sinking fund redemption, to the purchase, for cancellation, of the Senior 2019A Term Bonds to which such Senior 2019A Sinking Fund Installment applies at prices not exceeding par, plus accrued interest to the date of purchase, in which event the principal amount of Senior 2019A Term Bonds scheduled to be redeemed on the immediately succeeding Senior 2019A Sinking Fund Installment due date will be reduced by the principal amount of Senior 2019A Term Bonds so purchased.

Any redemption of Senior 2019A Term Bonds, other than by operation of mandatory sinking fund redemption, and any delivery by the Authority to the Trustee for cancellation of Senior 2019A Term Bonds purchased by the Authority, shall be applied to reduce the remaining Senior 2019A Sinking Fund

Installments of the Senior 2019A Term Bonds: (i) on a pro-rata basis or (ii) in such other manner as the Authority, consistent with a Favorable Projection of Revenues, may direct. No such reduction, however, shall cause any Senior 2019A Sinking Fund Installment to be in an amount other than an Authorized Denomination and reductions shall be increased or decreased as directed by the Authority to avoid such a result.

The Senior 2019B Bonds maturing on July 1, 2035 (the “Senior 2019B Term Bonds”) are subject to mandatory sinking fund redemption in the amounts and on each July 1 in each of the years set forth below (each a “Senior 2019B Sinking Fund Installment”), at a Redemption Price equal to the principal amount, without premium, plus accrued interest, if any, to the redemption date.

\$41,325,000 Term Senior 2019B Bonds Due July 1, 2035

<u>Date (July 1)</u>	<u>Sinking Fund Installment</u>
2030	\$6,385,000
2031	6,595,000
2032	6,720,000
2033	6,855,000
2034	7,110,000
2035 [†]	7,660,000

[†] Final maturity.

The amounts which would otherwise be available for a Senior 2019B Sinking Fund Installment may be applied, prior to notice of mandatory sinking fund redemption, to the purchase, for cancellation, of the Senior 2019B Term Bonds to which such Senior 2019B Sinking Fund Installment applies at prices not exceeding par, plus accrued interest to the date of purchase, in which event the principal amount of Senior 2019B Term Bonds scheduled to be redeemed on the immediately succeeding Senior 2019B Sinking Fund Installment due date will be reduced by the principal amount of Senior 2019B Term Bonds so purchased.

Any redemption of Senior 2019B Term Bonds, other than by operation of mandatory sinking fund redemption, and any delivery by the Authority to the Trustee for cancellation of Senior 2019B Term Bonds purchased by the Authority, shall be applied to reduce the remaining Senior 2019B Sinking Fund Installments of the Senior 2019B Term Bonds: (i) on a pro-rata basis or (ii) in such other manner as the Authority, consistent with a Favorable Projection of Revenues, may direct. No such reduction, however, shall cause any Senior 2019B Sinking Fund Installment to be in an amount other than an Authorized Denomination and reductions shall be increased or decreased as directed by the Authority to avoid such a result.

Mandatory Redemption Resulting From Non-Origination

The Senior 2019A Bonds (referred to sometimes as the “Series 2019 Taxable Bonds”) are subject to redemption prior to maturity, in whole or in part, on any date, from unexpended proceeds of the Series 2019 Taxable Bonds in the Taxable Purchase Account in the event that the Loan Origination Target for each Loan Origination Target Date with respect to the Series 2019 Taxable Bonds is not met. The Senior 2019B Bonds and the Subordinate 2019C Bonds (collectively referred to sometimes as the “Series 2019 Tax-Exempt Bonds”) are subject to redemption prior to maturity, in whole or in part, on any date, from unexpended proceeds of the Series 2019 Tax-Exempt Bonds in the Tax-Exempt Purchase Account in the event that the Loan Origination Target for each Loan Origination Target Date with respect

to the Series 2019 Tax-Exempt Bonds is not met. Proceeds of the Senior 2019B Bonds and the Subordinate 2019C Bonds deposited to the Tax-Exempt Purchase Account will be deemed to be expended pro rata as MEFA Education Loans are Purchased.

The Loan Origination Target Dates for all the Series 2019 Bonds are September 30, 2019 and January 31, 2020. The Loan Origination Targets for the Series 2019 Taxable Bonds for such dates are \$32,500,000 and \$31,600,000, respectively, and the Loan Origination Targets for the Series 2019 Tax-Exempt Bonds for such dates are \$37,500,000 and \$36,400,000, respectively. If a Loan Origination Target for either Category (Taxable or Tax-Exempt) of the Series 2019 Bonds is not met, the unexpended amounts (i.e., the amount by which the Loan Origination Target for such Loan Origination Target Date exceeds the amount expended) in the Applicable Purchase Account as of such date shall be transferred by the Trustee to the Applicable Redemption Account for mandatory redemption of the Series 2019 Bonds resulting from non-origination. Any amounts that the Authority has committed to disburse on loans as of each Loan Origination Target Date are deemed expended for purposes of each Loan Origination Target. Satisfaction of each Loan Origination Target will be determined as of each Loan Origination Target Date. In the event that the Authority does not meet a respective Loan Origination Target, the immediately following Loan Origination Target will not be increased automatically by an amount equal to said deficiency. In the event that the Authority exceeds a respective Loan Origination Target, the excess will be credited against the immediately following Loan Origination Target. Each such Loan Origination Target Date and related Loan Origination Target may be extended or reduced, respectively, if certain requirements of the Issue L Resolution are satisfied.

The Series 2019 Bonds of each Category are also subject to redemption prior to maturity, in whole or in part, on any date, from unexpended proceeds of the Series 2019 Bonds in the Applicable Purchase Account at the end of the Loan Origination Period. The Loan Origination Period is expected to end on June 30, 2020, but may be extended if certain requirements of the Issue L Resolution are satisfied. Amounts that the Authority has committed to make disbursements on loans by the end of the Loan Origination Period are deemed expended. The Authority presently expects to spend the amounts deposited to the Taxable Purchase Account and the Tax-Exempt Purchase Account on a whole loan basis at roughly the same pace, but there can be no assurance that will be the case.

Any mandatory redemption resulting from non-origination will be applied to each maturity of Series 2019 Bonds subject to redemption bearing the same interest rate: (i) on a pro rata basis; or (ii) in such other manner as the Authority, consistent with a Favorable Projection of Revenues, may direct. Any such redemption will take place by or on the next succeeding January 1 or July 1, as applicable, for which proper notice can be given, adjusted to the extent the Loan Origination Target Dates or the Loan Origination Period, respectively, are extended.

With respect to the Series 2019 Bonds with offering prices in excess of 100%, the Redemption Price will be equal to the sum of: (i) the principal amount being redeemed plus accrued interest to the date of redemption; and (ii) the unamortized portion of the amount by which the applicable offering price exceeded 100%. The methodology used to calculate the unamortized portion of such amount for a particular maturity will use the yield of the Series 2019 Bonds as stated on the inside cover page of this Official Statement, semi-annual compounding and a 360-day year consisting of twelve 30-day months. With respect to all other Series 2019 Bonds, the Redemption Price will be equal to the principal amount being redeemed, without premium, plus accrued interest to the date of redemption.

Mandatory Redemption From Excess Revenues

The Series 2019 Bonds which are Bonds Subject to Redemption from Excess Revenues are subject to mandatory redemption prior to maturity, in whole or in part, on each Interest Payment Date that

is not an Optional Excess Revenues Redemption Date (defined below) from any Excess Revenues allocable to the Series 2019 Bonds and available in the Redemption Fund at a Redemption Price equal to the principal amount being redeemed, without premium, plus accrued interest to the redemption date. *The Senior 2019A Bonds maturing on or prior to July 1, 2029 and the Senior 2019B Bonds maturing on or prior to July 1, 2029 are not (and all other Series 2019 Bonds are) Bonds Subject to Redemption from Excess Revenues. Similarly the Senior 2018A Bonds maturing on or prior to July 1, 2028 and the Senior 2018B Bonds maturing on or prior to July 1, 2028 are not (and all other Series 2018 Bonds are) Bonds Subject to Redemption from Excess Revenues.* Excess Revenues are determined separately for the Taxable Bonds and the Tax-Exempt Bonds. See the caption “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT—Revenue Accounts” herein and the caption “Availability and Application of Excess Revenues” below. Except as may be directed by the Authority subject to satisfaction of certain terms and conditions described below (see the caption “Availability and Application of Excess Revenues” below), Excess Revenues of each Category are allocated, respectively, to the redemption of eligible Senior Issue L Bonds first, then to eligible Senior Subordinate Issue L Bonds, if any, and then to eligible Subordinate Issue L Bonds.

An Optional Excess Revenues Redemption Date is, in pertinent part, each Interest Payment Date on which: (i) the aggregate Outstanding principal amount of the total Issue L Bonds Outstanding equals or exceeds the then applicable Threshold Bond Principal Outstanding Level; and (ii) either (x) such Interest Payment Date occurs during the Recycling Period, or (y) after taking into consideration any transfers of Excess Revenues to be made as of such Interest Payment Date, the Overall Parity Ratio exceeds 106.0% and, so long as any Senior Issue L Bonds are Outstanding, the Senior Parity Ratio exceeds 116.0%, or such other amounts, stated as a percentage, as may be required in a Parity Ratio Equity Release Certificate as of the date of determination. So long as any Series 2019 Bonds are Outstanding, the Threshold Bond Principal Outstanding Level will not be less than \$51,455,000. See “APPENDIX B—DEFINITIONS OF CERTAIN TERMS” hereto. The effect of these provisions is that Excess Revenues which cannot be recycled to originate MEFA Loans or released to the Authority as of an Interest Payment Date will be allocated to the redemption of the Issue L Bonds, including the Series 2019 Bonds, and any such redemption will be applied in the manner described under the caption “Availability and Application of Excess Revenues” below. See also the caption “INVESTMENT CONSIDERATIONS—Issuance of Additional Bonds and Amortization of Issue L Bonds May Affect Redemption” herein.

Optional Redemption From Excess Revenues

The Series 2019 Bonds which are Bonds Subject to Redemption from Excess Revenues are subject to optional redemption from Excess Revenues prior to maturity, in whole or in part, on each Interest Payment Date which is an Optional Excess Revenues Redemption Date (defined above), from any Excess Revenues allocable to the Series 2019 Bonds and available in the Redemption Fund at a Redemption Price equal to the principal amount being redeemed, without premium, plus accrued interest to the redemption date, in such amounts as the Authority may direct. *The Senior 2019A Bonds maturing on or prior to July 1, 2029 and the Senior 2019B Bonds maturing on or prior to July 1, 2029 are not (and all other Series 2019 Bonds are) Bonds Subject to Redemption from Excess Revenues. Similarly, the Senior 2018A Bonds maturing on or prior to July 1, 2028 and the Senior 2018B Bonds maturing on or prior to July 1, 2028 are not (and all other Series 2018 Bonds are) Bonds Subject to Redemption from Excess Revenues.* Excess Revenues are determined separately for the Taxable Bonds and the Tax-Exempt Bonds. Except as may be directed by the Authority subject to satisfaction of certain terms and conditions described below (see the caption “Availability and Application of Excess Revenues” below), Excess Revenues of each Category are allocated, respectively, to the redemption of eligible Senior Issue L Bonds first, then to eligible Senior Subordinate Issue L Bonds, if any, and then to eligible Subordinate Issue L

Bonds. See the caption “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT—Revenue Accounts” herein.

The Issue L Resolution requires the Authority to demonstrate satisfaction of the Senior Parity Ratio and the Overall Parity Ratio required for release of Excess Revenues to the Authority as a condition to requesting any such release free and clear of the Issue L Resolution as of any Optional Excess Revenues Redemption Date, after allowing for the effect of such release.

The effect of these provisions is that to the extent the Authority cannot, or chooses not to, recycle or release Excess Revenues which are available for such purposes as of any such Interest Payment Date, such Excess Revenues will be allocated to the redemption of Issue L Bonds, including the Series 2019 Bonds, and any such redemption will be applied in the manner described under the caption “Availability and Application of Excess Revenues” below. See also the caption “INVESTMENT CONSIDERATIONS—Issuance of Additional Bonds and Amortization of Issue L Bonds May Affect Redemption” below.

Availability and Application of Excess Revenues

The Issue L Resolution defines Excess Revenues generally to include all Revenues available in the Revenue Fund upon a monthly or semi-annual transfer date not required by the Issue L Resolution, or permitted by determination by the Authority, to be applied to a purpose other than funding an Excess Revenue redemption of Issue L Bonds. Excess Revenues are determined separately for the Taxable Bonds and the Tax-Exempt Bonds. Other than tracking Revenues allocable to Taxable Bonds and Tax-Exempt Bonds separately, the Issue L Resolution does not restrict use of Excess Revenues derived from MEFA Education Loans allocable to any particular Series of Issue L Bonds from use to redeem another Series of Issue L Bonds. As a result, Excess Revenues attributable to a particular Series of Issue L Bonds may be applied to redemption of another Series.

The Issue L Resolution provides that the Excess Revenues applicable at any time to Mandatory Redemption From Excess Revenues or to Optional Redemption From Excess Revenues of the Series 2019 Bonds, and to such redemption of any other Issue L Bonds that may have been or may hereafter be issued as Bonds Subject to Redemption From Excess Revenues, are to be applied, generally on a pro-rata basis, to all Senior Issue L Bonds that are Bonds Subject to Redemption from Excess Revenues, utilizing the relative Outstanding principal amounts of each maturity within each Series or Subseries of such Senior Issue L Bonds then subject to such redemption at the time of calculation as the basis of pro-ration; provided, however, that the Authority may direct the application of Excess Revenues to any Senior Issue L Bonds subject to such redemption in any other manner consistent with a Favorable Projection of Revenues and provided, further, Senior Subordinate Issue L Bonds or Subordinate Issue L Bonds may be included in any such redemption from Excess Revenues only as described under the captions “*Tax-Exempt Excess Revenues*” and “*Taxable Excess Revenues*” below. See also the captions “INVESTMENT CONSIDERATIONS—Issuance of Additional Bonds and Amortization of Issue L Bonds May Affect Redemption” and “—Redemption of Series 2019 Bonds” herein and “APPENDIX B—DEFINITION OF CERTAIN TERMS” and “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Funds and Accounts,” “—Revenues and Revenue Fund,” and “—Application of Excess Revenues to Redemption of Bonds” and APPENDIX F—WEIGHTED AVERAGE LIFE ANALYSIS OF THE SENIOR 2019A TERM BONDS AND THE SENIOR 2019B TERM BONDS” hereto.

Tax-Exempt Excess Revenues. Subject to provisions of a Series Resolution to the contrary with respect to Series authorized by such Series Resolution, Tax-Exempt Excess Revenues are required to be applied to redeem Bonds Subject to Redemption from Tax-Exempt Excess Revenues in the following

manner and priority (whether such redemption occurs on a mandatory or optional basis), except as provided in a Favorable Opinion, clause (4) of this paragraph shall only apply if no Tax-Exempt Bonds remain Outstanding:

(1) Any Senior Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues on a priority basis pursuant to the most current Series Resolution, sequentially by date of issuance of such Tax-Exempt Bonds and, in the case of multiple such Tax-Exempt Bonds of the same date of issuance, sequentially by final stated maturity date of such Tax-Exempt Bonds;

(2) Unless otherwise directed by the Authority pursuant to clause (3) of this paragraph, first to all Senior Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues, on other than a priority basis as referred to in clause (1) of this paragraph, so long as any such Senior Tax-Exempt Bonds are Outstanding, then to Senior Subordinate Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues so long as any such Senior Subordinate Tax-Exempt Bonds are Outstanding, and then to Subordinate Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues, in each case pro-rata by principal amount of each maturity of like tenor Outstanding, without regard to date of issuance (or in such manner as directed by the Authority consistent with a Favorable Projection of Revenues);

(3) Subject to submission of a Parity Ratio Senior Subordinate Principal Reduction Certificate or a Parity Ratio Subordinate Principal Reduction Certificate (each as defined below), as applicable, and a Favorable Projection of Revenues taking such redemption into consideration, to any Senior Subordinate Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues or any Subordinate Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues in such manner as directed by the Authority consistent with such Favorable Projection of Revenues;

(4) All Taxable Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues as set forth in clauses (1) through (3) under the caption "*Taxable Excess Revenues*" below with respect to Taxable Revenues.

No Senior Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues on a priority basis as described in clause (1) above have yet been issued under the Issue L Resolution.

A Parity Ratio Senior Subordinate Principal Reduction Certificate requires the Authority to provide a Favorable Projection of Revenues and demonstrate a Senior Parity Ratio of at least 116.0% after giving effect to any proposed redemption. A Parity Ratio Subordinate Principal Reduction Certificate requires the Authority to provide a Favorable Projection of Revenues and demonstrate a Senior Parity Ratio of at least 116.0% and such Senior Subordinate Parity Ratio, if any, as then may be required under the Issue L Resolution after giving effect to any proposed redemption. The Senior Parity Ratio requirements referred to in this paragraph may be adjusted at the direction of the Authority with Prior Rating Agency Notice and a Favorable Projection of Revenues.

Taxable Excess Revenues. Subject to provisions of a Series Resolution to the contrary with respect to Series authorized by such Series Resolution, Taxable Excess Revenues shall be applied to redeem Bonds Subject to Redemption from Taxable Excess Revenues in the following manner and priority (whether such redemption occurs on a mandatory or optional basis); provided that, except as

provided in a Favorable Opinion, clause (4) of this paragraph shall only apply if no Taxable Bonds remain Outstanding:

(1) All Senior Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues on a priority basis pursuant to the most current Series Resolution, sequentially by date of issuance of such Taxable Bonds and, in the case of multiple such Taxable Bonds of the same date of issuance, sequentially by final stated maturity date of such Taxable Bonds;

(2) Unless otherwise directed by the Authority pursuant to clause (3) of this paragraph, first to all Senior Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues, on other than a priority basis as set forth in clause (1) of this paragraph, so long as any such Senior Taxable Bonds are Outstanding, then to Senior Subordinate Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues, so long as any such Senior Subordinate Taxable Bonds are Outstanding, and then to Subordinate Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues in each case pro-rata by principal amount of each maturity of like tenor Outstanding, without regard to date of issuance (or in such other manner as directed by the Authority consistent with a Favorable Projection of Revenues);

(3) Subject to submission of a Parity Ratio Senior Subordinate Principal Reduction Certificate or a Parity Ratio Subordinate Principal Reduction Certificate, as applicable, and a Favorable Projection of Revenues taking such redemption into consideration, to any Senior Subordinate Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues or any Subordinate Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues in such manner as directed by the Authority consistent with such Favorable Projection of Revenues; and

(4) All Tax-Exempt Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues as set forth in clauses (1) through (3) under the caption "*Tax-Exempt Excess Revenues*" above with respect to Tax-Exempt Revenues.

No Senior Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues on a priority basis as described in clause (1) above have yet been issued under the Issue L Resolution.

Selection of Series 2019 Bonds to be Redeemed

If less than all of the Series 2019 Bonds of a particular maturity of the same Series shall be redeemed, the particular Series 2019 Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; provided, that, so long as DTC or its nominee is the Bondholder, if less than all of the Series 2019 Bonds of such maturity and tenor are redeemed, the particular Series 2019 Bonds or portions of such Series 2019 Bonds to be redeemed shall be selected by DTC in such other customary manner as DTC may determine. For the purpose of such selection, any Series 2019 Bond of a denomination greater than the minimum denomination permitted shall be deemed to consist of several Series 2019 Bonds each in the minimum denomination and shall be redeemable in part in multiples of such minimum denomination or in whole in accordance with the results of such selection process.

Notice of Redemption of Series 2019 Bonds

At least 20 days, but not more than 60 days, prior to the date fixed for the redemption of any Series 2019 Bonds, notice of redemption shall be given to the Bondholders (which initially will be DTC

or its nominee) of such Series 2019 Bonds, or portions thereof, to be redeemed at its last address as it appears on the books of registry, stating the Series 2019 Bonds to be redeemed, the redemption date, the place or places where the amounts due upon such redemption will be paid and the redemption price of such Series 2019 Bonds to be redeemed and, if less than all of the Series 2019 Bonds are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2019 Bonds to be redeemed, and in the case of Series 2019 Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on the redemption date each affected Series 2019 Bond, or portion thereof, to be redeemed shall be due and payable at the applicable redemption price, plus accrued interest to the redemption date, and that interest on such Series 2019 Bonds to be redeemed shall cease to accrue from and after the redemption date.

Notice having been given as provided above, the Series 2019 Bonds or portions thereof designated in the notice shall become due and payable at the applicable redemption price, plus interest accrued thereon to the redemption date, and, upon surrender in accordance with the notice, shall be paid, together with interest accrued thereon to the date fixed for redemption; provided, however, that failure to provide such notice to any one or more owners of any Series 2019 Bonds designated for redemption will not affect the sufficiency of the proceedings for redemption of Series 2019 Bonds with respect to owners to whom such notice was made.

PLAN OF FINANCING

The Authority expects to use the proceeds of the Series 2019 Bonds and other monies to be made available under the Issue L Resolution to: (i) fund deposits to the Taxable and Tax-Exempt Purchase Accounts to finance new Fixed Rate MEFA Loans as described herein, (ii) fund deposits to the Reserve Fund; and (iii) pay the costs of issuing the Series 2019 Bonds.

The Authority currently projects that, immediately following the issuance of the Series 2019 Bonds: (i) approximately \$210 million of Series 2019 Bond proceeds will be deposited to the Taxable and Tax-Exempt Purchase Accounts, all of which will be available to finance Fixed Rate MEFA Loans; (ii) the Senior Parity Ratio under the Issue L Resolution will be approximately 117.9% and the Overall Parity Ratio under the Issue L Resolution will be approximately 103.9%; and (iii) the Issue L Loans will be substantially as described herein. The Issue L Resolution does not require that the initial Senior Parity Ratio or the initial Overall Parity Ratio be maintained and they are expected to change over time as a result of a number of factors, including Issue L Loan origination and payment experience, the issuance of additional Issue L Bonds, and the release of Trust Assets.

The Authority also projects that all proceeds of the Series 2019 Bonds available to finance newly originated Fixed Rate MEFA Loans will be applied, or committed for application, by the end of the Loan Origination Period, currently expiring on June 30, 2020, as such period may be extended under the Issue L Resolution.

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ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the sale of the Series 2019 Bonds, including net original issue premium, along with other funds available to the Authority will be applied as follows:

Sources of Funds:

Principal Amount of Series 2019 Bonds.....	\$208,170,000
Net Original Issue Premium.....	6,608,734
Total.....	<u>\$214,778,734</u>

Uses of Funds:

Deposits to the Taxable and Tax-Exempt Purchase Accounts.....	\$210,417,034
Deposits to the Taxable and Tax-Exempt Reserve Accounts	2,081,700
Deposits to the Costs of Issuance Accounts ¹	<u>2,280,000</u>
Total.....	<u>\$214,778,734</u>

¹ To pay the costs of issuing the Series 2019 Bonds, including an Underwriters’ discount.

SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT

The Issue L Bonds, including the Series 2019 Bonds, are special obligations of the Authority payable from and secured solely by a pledge and grant of a security interest in: (i) all Revenues; (ii) all Education Loan Notes and any other Revenue-producing contracts or loan guaranties and all rights and interests of the Authority incident thereto, except for amounts loaned to the Authority or the Authority’s rights to indemnification under any security agreement required for an Education Loan Note pursuant to the Loan Program Certificate; (iii) all moneys and securities on deposit in the funds and accounts established pursuant to the Issue L Resolution, except the Rebate Fund; (iv) all general intangibles (including payment intangibles) comprising or relating to any of the foregoing; and (v) proceeds of any of the foregoing (collectively, the “Trust Assets”), subject to the application of such amounts for the purposes permitted under the Issue L Resolution.

Revenues

Revenues include, but are not limited to: (i) all amounts paid or required to be paid with respect to principal of or interest on Issue L Loans including, without limitation, Issue L Loan payments, late charges, if any, amounts received upon the sale or other disposition of Issue L Loans, and including any amounts held by persons collecting such amounts on behalf of the Authority; (ii) all amounts received from third parties by the Authority under any security agreement for an Issue L Loan, excluding any amounts loaned to the Authority thereunder or paid to the Authority as indemnification; (iii) all interest, investment gains and other income received on moneys or securities held in Funds or accounts established under the Issue L Resolution, except the Rebate Fund and (iv) payments received by the Authority under and pursuant to a Hedge Agreement, including without limitation a Qualified Hedge Agreement.

The Issue L Resolution provides that the Revenues received from or in connection with an Education Loan financed from proceeds of, or other amounts allocable to, Taxable Bonds (“Taxable Revenues”) will be deposited in the Taxable Revenue Account, and the Revenues received from or in connection with an Education Loan financed from proceeds of, or other amounts allocable to, Tax-Exempt Bonds (“Tax-Exempt Revenues”) will be deposited in the Tax-Exempt Revenue Account, to facilitate tracing for tax purposes, but such Revenues may, if necessary, be used for the purposes set forth in the Issue L Resolution without regard to the particular Series of Issue L Bonds to which they are allocable. See the caption “Revenue Accounts” below and “APPENDIX C—SUMMARY OF CERTAIN

PROVISIONS OF THE ISSUE L RESOLUTION—Priority of Unscheduled Draws to Meet Required Debt Service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Subordinated Tax-Exempt Program Expenses” and “—Priority of Unscheduled Draws to Meet Required Debt Service for Taxable Bonds, Taxable Program Expenses and Subordinated Taxable Program Expenses” hereto. Revenues allocable to a Series of Issue L Bonds are used to pay Program Expenses and Subordinated Program Expenses (if any), to pay interest on and Principal Installments of the Issue L Bonds, and to make up any deficiency in any fund or account established under the Issue L Resolution, including the Reserve Fund and the Rebate Fund. Any Revenues allocable to a Series of Issue L Bonds that are available after such payments and transfers may be applied to finance additional Issue L Loans (but only until the end of the Recycling Period for all Outstanding Issue L Bonds established by the Authority upon compliance with certain requirements of the Issue L Resolution) or, otherwise, transferred to the Redemption Fund account for the applicable Series (or for other Series of Issue L Bonds) to be used either to purchase or to redeem Issue L Bonds. The Recycling Period for the Series 2019 Bonds under the Issue L Resolution ends on September 30, 2020, as such period may be extended under the Issue L Resolution. In lieu of a transfer to the Redemption Fund, the Authority may direct the Trustee, subject to certain Issue L Resolution requirements, to transfer all or part of such balance to the Authority free and clear of the lien of the Issue L Resolution. See the caption “Release of Excess Trust Assets” below.

If Revenues are not sufficient to pay scheduled principal maturities of and interest on a Series of Issue L Bonds or to pay Program Expenses or Subordinated Program Expenses as required for any semi-annual period, moneys in the Redemption Fund (other than amounts then committed to the redemption of specific Issue L Bonds as to which notice has been given), the Program Fund, the Debt Service Fund and the Reserve Fund, will be applied to make up the deficiency in the manner, and with the priority, described under “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Priority of Unscheduled Draws to Meet Required Debt Service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Subordinated Tax-Exempt Program Expenses” and “—Priority of Unscheduled Draws to Meet Required Debt Service for Taxable Bonds, Taxable Program Expenses and Subordinated Taxable Program Expenses” hereto.

The Authority expects that Revenues and other available moneys held in the Funds and accounts under the Issue L Resolution will be sufficient to pay when due the Principal Installments of and interest on all Issue L Bonds, including the Series 2019 Bonds, Program Expenses and Subordinated Program Expenses. This expectation is based, except as noted below, among other things, on the assumption that: (i) the Issue L Loans made during the 2019-2020 academic year will be credit-based Fixed Rate MEFA Loans, and will bear interest at weighted average fixed rates which the Authority currently believes to be reasonable; (ii) such Issue L Loans will be amortized over a maximum of 15 years, commencing on the 28th day of the month following the month in which the final disbursement occurs; (iii) borrowers will select between 10-year immediate repayment, 15-year immediate repayment, 15-year interest only repayment and 15-year deferred repayment options in a manner that will conform to current Authority volume and academic class distribution expectations; (iv) the Loan Origination Targets will be met and all original proceeds of the Series 2019 Bonds deposited to the Purchase Accounts will be applied, or committed for application, to finance Issue L Loans by June 30, 2020; and (v) all available Revenues are recycled and used to finance additional Issue L Loans until September 30, 2020.

The Authority has also assumed that moneys in the various Funds and accounts established under the Issue L Resolution will be invested prior to application, in accordance with Issue L Resolution requirements, at rates that the Authority currently believes to be reasonable based upon current market conditions. The Authority has made additional assumptions with respect to the amounts and timing of prepayments, the level of borrower delinquency and default and the amount of Program Expenses to be due in each year. The Issue L Resolution limits the Program Expenses that may be paid from amounts on deposit thereunder annually. The assumptions relating to Issue L Loans described under this heading

“Revenues” relate primarily to Issue L Loans financed with moneys allocable to the Series 2019 Bonds. There can be no assurance that the actual experience of the Issue L Loans and of other Trust Assets will in fact conform to these assumptions. However, the Authority believes that these assumptions are reasonable. The Authority has relied on projections of revenues testing a range of assumptions in order to determine the effect of variation of these assumptions on the sufficiency of Revenues to be generated under the MEFA Financing Program which involves funding Issue L Loans to pay Principal Installments of and interest on the Issue L Bonds and Program Expenses as part of the process of obtaining the assignment or confirmation of credit ratings for Issue L Bonds, including the Series 2019 Bonds.

Issue L Loans

The Issue L Bonds, including the Series 2019 Bonds, are secured by a pledge of and lien upon all Issue L Loans, as evidenced by corresponding Education Loan Notes or by other appropriate documentation, which are financed with proceeds of the Issue L Bonds or other moneys available therefor under the Issue L Resolution. The Authority has covenanted in the Issue L Resolution that it will use and apply funds made available in connection with the issuance of the Issue L Bonds, to the extent not reasonably required for other MEFA Financing Program purposes of the Authority, to finance Issue L Loans, in a manner consistent with the Act and with the provisions of the Issue L Resolution. In addition, in order to receive and collect Revenues, the Authority has covenanted to do all such acts and things necessary and to take all steps, actions and proceedings necessary in the judgment of the Authority to enforce all terms, covenants and conditions of Issue L Loans in a manner consistent with the Act and with the provisions of the Issue L Resolution. The Issue L Resolution requires that all Issue L Loans financed by the Authority have terms of repayment which, together with other moneys available therefor, shall be at least sufficient to pay Principal Installments of and interest on the Issue L Bonds when due and all reasonably anticipated Program Expenses.

The Authority anticipates, in part based on its experience with the MEFA Loan Program, that a portion of the Issue L Loans will be partially or completely prepaid prior to their respective final maturity dates due to borrower prepayment. However, the Authority cannot predict the actual average life of the portfolio of Issue L Loans or the volume and timing of any prepayments allocable to the Series 2019 Bonds. A portion of the Series 2019 Bonds are likely to be redeemed prior to maturity pursuant to the optional redemption or mandatory redemption provisions of the Issue L Resolution. See the caption “REDEMPTION PROVISIONS” herein.

Certain Resolution Requirements

The Issue L Resolution requires that the Authority satisfy certain conditions prior to undertaking certain actions. These requirements include: (i) satisfaction of the Rating Agency Condition as to one or more specified Nationally Recognized Statistical Rating Organizations (each, a “Nationally Recognized Rating Agency”) prior to: (a) the issuance of Additional Bonds, or (b) the creation of certain subordinate liens on the Trust Assets; and (ii) satisfying the requirement of Prior Rating Agency Notice prior to: (a) any reduction in the parity level at which assets may be released from the Issue L Resolution (or in any other restrictions on such releases) or any reduction in the parity level at which Excess Revenues or other moneys may be applied to redeem Senior Subordinate Issue L Bonds or Subordinate Issue L Bonds while Senior Issue L Bonds or Senior Subordinate Issue L Bonds are Outstanding, (b) certain derivative transactions, (c) certain changes to the Capitalized Interest Account Requirements or Reserve Fund Requirements, (d) any sale or transfer of Issue L Loans from the Issue L Resolution for a price less than par plus accrued interest, or if the aggregate outstanding principal amount to be sold or transferred, along with all previous sales or transfers, exceeds ten percent of the aggregate original principal amount or, if applicable, accreted value of all Issue L Loans originated prior to that date, (e) making certain investments not presently authorized by the Issue L Resolution, (f) certain changes to the terms and

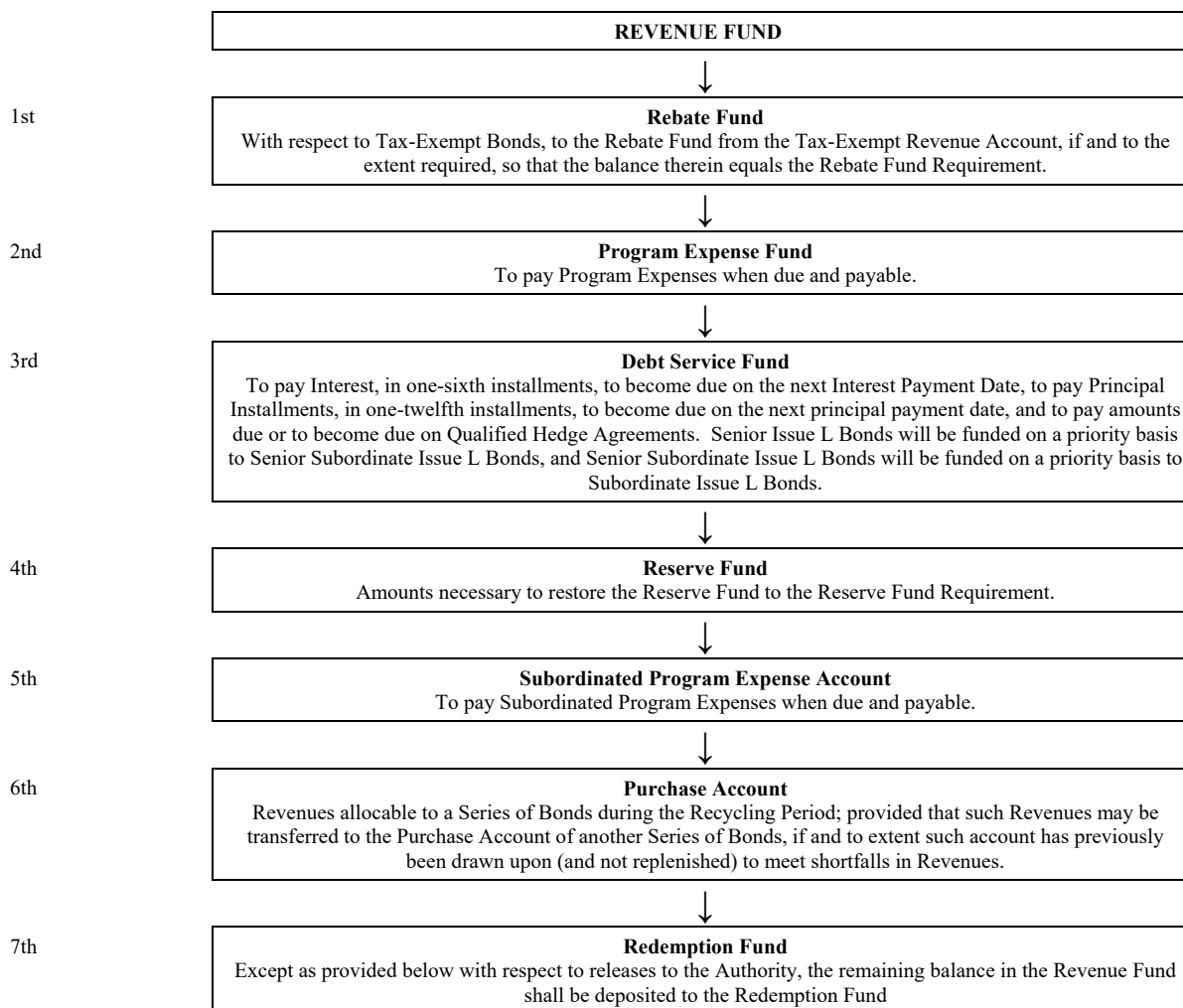
conditions of Issue L Loans, (g) changes in the Loan Servicer, (h) extension of a period during which sale proceeds of Issue L Bonds or during which otherwise available Revenues may be applied to finance Issue L Loans, (i) any reduction of the amount of sale proceeds to be applied to finance Issue L Loans during a particular period, and (j) certain amendments to the Issue L Resolution. The Issue L Resolution further requires that the Authority make any such Prior Rating Agency Notice publicly available in the manner applicable to post-issuance disclosures under Rule 15c2-12 as promulgated by the Securities and Exchange Commission (the “SEC”).

The Issue L Resolution requirements applicable to certain permitted actions may also include delivery to the Trustee of a Favorable Projection of Revenues. Such actions include, without limitation: (i) issuance of Additional Bonds; (ii) sales or transfers of Issue L Loans other than Defaulted Education Loans; (iii) the acquisition of MEFA Education Loans with interest rates lower than those projected in a prior Favorable Projection of Revenues; and (iv) several elections relative to redemption of Issue L Bonds.

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Revenue Accounts

Monthly transfers of Taxable Revenues and Tax-Exempt Revenues are made to corresponding Funds and accounts described below from the Taxable Revenue Account and the Tax-Exempt Revenue Account, respectively, of the Revenue Fund in the priority set forth below. Such transfers of Taxable Revenues from the Taxable Revenue Account are initially used to pay amounts on, or allocable to, the Taxable Bonds, and such transfers of Tax-Exempt Revenues within the Tax-Exempt Revenue Account are initially used to pay amounts on, or allocable to, the Tax-Exempt Bonds, but may also be used as needed to cover a transfer from the other Revenue Account due to insufficient Revenues therein. For a more complete description of the transfers to be made from the Tax-Exempt Revenue Account and Taxable Revenue Account, see “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Revenues and Revenue Fund” hereto.



To the extent that there are not sufficient Revenues available in the Taxable Revenue Account of the Revenue Fund to pay the Program Expenses or Subordinated Program Expenses allocable to the Taxable Bonds and the interest and Principal Installments due on the Taxable Bonds, certain other Funds and accounts may be used to make such payments with the priority and in the manner described under “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Priority of Unscheduled Draws to Meet Required Debt Service for Taxable Bonds, Taxable Program Expenses and Subordinated Taxable Program Expenses” hereto, and, to the extent that there are not

sufficient Revenues available in the Tax-Exempt Revenue Account of the Revenue Fund to pay the Program Expenses or Subordinated Program Expenses allocable to the Tax-Exempt Bonds and the interest and Principal Installments due on the Tax-Exempt Bonds, certain other Funds and accounts may be used to make such payments with the priority and in the manner described under “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Priority of Unscheduled Draws to Meet Required Debt Service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Subordinated Tax-Exempt Program Expenses” hereto.

Unless otherwise provided in a Series Resolution, on the second to last Business Day prior to each Interest Payment Date, the Authority may, by certificate of an Authorized Officer, direct the Trustee to transfer to the Authority free and clear of the lien of the Issue L Resolution from time to time Revenues from MEFA Education Loans acquired with the proceeds of any Series of Issue L Bonds which otherwise would be deposited to the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, pursuant to clause 7th immediately above, provided that such certificate shall be accompanied by (i) a Parity Ratio Equity Release Certificate; (ii) in the case of application of Tax-Exempt Revenues or redemption of Tax-Exempt Bonds, an Arbitrage Projection Certificate or a Favorable Opinion; and (iii) a certificate of an Authorized Officer certifying in writing that no payments are due and unpaid to any provider of a Qualified Hedge Agreement or any Fiduciary or account of fees, expenses, reimbursements or any other obligations.

Capitalized Interest Accounts

The Issue L General Resolution establishes a Tax-Exempt Capitalized Interest Account and a Taxable Capitalized Interest Account. Moneys on deposit in the Capitalized Interest Accounts, if any, are available to pay: (i) interest on the Issue L Bonds if amounts in the Applicable Debt Service Account and the Applicable Revenue Account are insufficient therefor and (ii) upon direction of the Authority, certain Program Expenses, if amounts in the Applicable Program Expense Account and the Applicable Revenue Account are insufficient therefor, as described under “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Priority of Unscheduled Draws to Meet Required Debt Service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Subordinated Tax-Exempt Program Expenses” and “—Priority of Unscheduled Draws to Meet Required Debt Service for Taxable Bonds, Taxable Program Expenses and Subordinated Taxable Program Expenses” hereto. No additional amounts will be deposited in the Taxable Capitalized Interest Account or the Tax-Exempt Capitalized Interest Account in connection with the issuance of the Series 2019 Bonds. As of January 31, 2019, there was approximately \$780,000 on deposit in the Tax-Exempt Capitalized Interest Account from the proceeds of the Series 2018 Bonds. To the extent not needed for permitted purposes, such deposit to the Tax-Exempt Capitalized Interest Account will be maintained from the date of issuance of the Series 2019 Bonds until July 1, 2021, after which all amounts remaining on deposit therein shall be transferred to the Tax-Exempt Revenue Account. Initial deposits to the Taxable Capitalized Interest Account or the Tax-Exempt Capitalized Interest Account, if any, and any scheduled reductions therein contained in any Series Resolution or Supplemental Resolution are referred to, respectively, as the Taxable Capitalized Interest Account Requirement and the Tax-Exempt Capitalized Interest Account Requirement and each is subject to change upon compliance with certain requirements of the Issue L Resolution. Amounts in the Capitalized Interest Accounts in excess of the then applicable Capitalized Interest Account Requirements on each Interest Payment Date shall be transferred to the Applicable Revenue Account. See the caption “ESTIMATED SOURCES AND USES OF FUNDS” herein.

Reserve Fund

The Issue L Resolution requires that a Tax-Exempt Reserve Account and a Taxable Reserve Account be established within the Reserve Fund and provides for their funding and maintenance in an

amount at least equal to the Tax-Exempt Reserve Account Requirement and the Taxable Reserve Account Requirement, respectively. Moneys on deposit in the Reserve Fund, including the proceeds of drawings upon Reserve Fund Facilities, shall be used to pay, as described under “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Priority of Unscheduled Draws to Meet Required Debt Service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Subordinated Tax-Exempt Program Expenses” and “—Priority of Unscheduled Draws to Meet Required Debt Service for Taxable Bonds, Taxable Program Expenses and Subordinated Taxable Program Expenses” hereto: (i) principal of and interest on the Issue L Bonds; and (ii) Program Expenses. Notwithstanding anything herein to the contrary, amounts on deposit in the Reserve Fund shall be available to pay (A) Required Debt Service on Senior Issue L Bonds on a priority basis prior to Required Debt Service on the Senior Subordinated Issue L Bonds and Subordinated Issue L Bonds if all are due at the same time and (B) Required Debt Service on Senior Subordinate Issue L Bonds on a priority basis prior to Required Debt Service on the Subordinated Issue L Bonds if both are due at the same. Under the Issue L General Resolution, the Taxable Reserve Account Requirement and the Tax-Exempt Reserve Account Requirement mean, as of any date of calculation on and after the date of initial delivery of the Series 2019 Bonds, the amounts specified in the most recently adopted Series Resolution authorizing Outstanding Issue L Bonds or Supplemental Resolution.

The Third Issue L Series Resolution provides that (a) the Taxable Reserve Account Requirement will an amount at least equal to 1.0% of the principal amount of the Taxable Bonds then Outstanding, but not less than \$1,589,750, and (b) the Fourth Issue L Series Resolution provides that the Tax-Exempt Reserve Account Requirement will be an amount at least equal to 1.0% of the principal amount of the Tax-Exempt Bonds then Outstanding, but not less than \$1,473,700. The Tax-Exempt Reserve Account was initially funded with \$1,473,700 from the proceeds of the Series 2018 Bonds, and the Taxable Reserve Account was initially funded with \$1,589,750 from the proceeds of the Series 2018 Bonds. Each of the Taxable Reserve Account Requirement and the Tax-Exempt Reserve Account Requirement is subject to change upon compliance with certain requirements of the Issue L Resolution. Proceeds of the Senior 2019A Bonds will be deposited to the Taxable Reserve Account in an amount sufficient to increase the balance therein to the Taxable Reserve Account Requirement, and proceeds of the Senior 2019B Bonds and the Subordinate 2019C Bonds will be deposited to the Tax-Exempt Reserve Account in an amount sufficient to increase the balance therein to the Tax-Exempt Reserve Account Requirement. See the caption “ESTIMATED SOURCES AND USES OF FUNDS” herein.

The Authority reserves the right to substitute one or more Reserve Fund Facilities for cash or Investment Obligations on deposit in the Reserve Fund or to substitute cash or Investment Obligations for some or all of the Reserve Fund Facilities at any time. Investments allocable to the Reserve Fund are valued at amortized cost. Whenever the balance in the Taxable Reserve Account is less than the Taxable Reserve Account Requirement, available moneys in the Taxable Revenue Account are required to be deposited in the Taxable Reserve Account to the extent necessary to eliminate the deficiency, and whenever the balance in the Tax-Exempt Reserve Account is less than the Tax-Exempt Reserve Account Requirement, available moneys in the Tax-Exempt Revenue Account are required to be deposited in the Tax-Exempt Reserve Account to the extent necessary to eliminate the deficiency. The Issue L Resolution provides that all interest earned or other income derived from the investment of moneys in the Taxable Reserve Account or Tax-Exempt Reserve Account will be transferred to the Applicable Revenue Account. The Issue L Resolution also provides that amounts in a Reserve Account in excess of the applicable Tax-Exempt Reserve Account Requirement or Taxable Reserve Account Requirement shall be transferred in accordance with whether those amounts are attributed to sale proceeds of Issue L Bonds and that excess monies shall be attributed for this purpose first to moneys other than the sale proceeds of Issue L Bonds. Excess monies in a Reserve Account will be transferred to the Applicable Revenue Account, subject to the reserved right of the Authority, during a Recycling Period and upon compliance

with certain provisions of the Issue L Resolution, to direct the transfer of such excess monies to the Applicable Purchase Accounts.

Additional Bonds

The Issue L Resolution permits the issuance of Additional Bonds thereunder (including Additional Bonds secured on a parity basis with or subordinate to the Senior 2019A Bonds and the Senior 2019B Bonds, and Additional Bonds secured on a parity basis with, senior to or subordinate to the Subordinate 2019C Bonds) for the purpose of providing funds for the MEFA Financing Program and, in addition, to refund Issue L Bonds or other bonds or notes of the Authority issued to finance MEFA Education Loans. Any Additional Bonds issued under the Issue L Resolution will be entitled to the equal benefit, protection and security of the provisions, covenants and agreements of the Issue L Resolution, except to the extent provided in the Issue L Resolution with respect to subordination of the Senior Subordinate Issue L Bonds and Subordinate Issue L Bonds to the Senior Issue L Bonds and to subordination of the Subordinate Issue L Bonds to the Senior Subordinate Issue L Bonds and the Senior Issue L Bonds. The Issue L Resolution provides that upon the issuance of any such Additional Bonds there is to be deposited in the Applicable Reserve Account, if necessary, an amount sufficient to increase the amount therein to be equal to the applicable Reserve Fund Requirement, calculated after such issuance. In addition, the Authority is required to satisfy certain other conditions contained in the Issue L Resolution prior to the delivery of any Additional Bonds to the initial purchasers thereof, including without limitation satisfaction of the Rating Agency Condition as to all applicable Nationally Recognized Rating Agencies. The Issue L Resolution provides that the Authority shall not create or permit the creation of any obligations or additional indebtedness secured by a lien on the revenues and assets pledged as security for the Series 2019 Bonds under the Issue L Resolution unless it satisfies the Rating Agency Condition as to all Nationally Recognized Rating Agencies.

Release of Excess Trust Assets

The Issue L Resolution provides that the Trustee shall transfer to the Authority, at the direction of the Authority, free and clear of the lien of the Issue L Resolution, amounts held in the Revenue Fund (from either or both of the Taxable Revenue Account or the Tax-Exempt Revenue Account) as of each Interest Payment Date, after all payments and transfers required or permitted by the Issue L Resolution to be made prior thereto on such date have been made; provided, that the Overall Parity Ratio is at least 106.0% and, so long as any Senior Issue L Bonds are Outstanding, the Senior Parity Ratio is at least 116.0%; provided, however, that no such transfers will be made if the aggregate outstanding principal balance of the Issue L Bonds on such date is less than the Threshold Bond Principal Outstanding Level, which shall not be less than \$51,455,000 so long as the Series 2019 Bonds are Outstanding. See “APPENDIX B—CERTAIN DEFINED TERMS” hereto. The Issue L Resolution permits the Authority to change the minimum Overall Parity Ratio and the Senior Parity Ratio for Issue L Bonds Outstanding for releases upon satisfaction of certain conditions contained in the Issue L Resolution, including delivery to the Trustee of a Projection of Revenues and the provision of Prior Rating Agency Notice. The Threshold Bond Principal Outstanding Level may also be adjusted, but may not be reduced so long as any Series 2019 Bonds are Outstanding.

INVESTMENT CONSIDERATIONS

The investment considerations identified below, among others, could adversely affect the sufficiency of Revenues and other Trust Assets held under the Issue L Resolution to fund the timely payment of Principal Installments of and interest on Issue L Bonds, including the Series 2019 Bonds, Program Expenses and Subordinated Program Expenses (if any) or could adversely affect the market value of, or the existence of a secondary market for, the Series 2019 Bonds, including in particular the

Subordinate 2019C Bonds. **This caption is an attempt to describe in summary fashion certain such investment considerations, but does not include all investment considerations and does not constitute a comprehensive description of the investment considerations addressed. Additional investment considerations relating to an investment in the Issue L Bonds are described throughout this Official Statement, whether or not specifically designated as investment considerations. There can be no assurance that other investment considerations will not become material in the future. Investors should read this Official Statement in its entirety, including the Appendices hereto.**

Redemption of Series 2019 Bonds

The Series 2019 Bonds are subject to redemption prior to maturity as a result of certain Excess Revenues. Excess Revenues may result from Issue L Loan portfolio payment performance that meets or exceeds or otherwise varies from assumptions utilized by the Authority for purposes of structuring the Series 2019 Bonds. A potential factor which may result in Excess Revenues is that Issue L Loans are subject to prepayment without penalty. Numerous sources of such prepayment, including refinancing loans, are available to Issue L Loan borrowers. See the captions “REDEMPTION PROVISIONS—Mandatory Redemption From Excess Revenues” and “—Optional Redemption From Excess Revenues” herein.

In addition, the Series 2019 Bonds are subject to redemption if, and to the extent that, the Authority does not apply the full amount of Series 2019 Bond proceeds and other amounts that are available to finance MEFA Education Loans by certain Loan Origination Target Dates and during the Loan Origination Period. The Authority currently expects that the Fixed Rate MEFA Loans to be financed by the Authority with the proceeds of the Series 2019 Bonds and other monies available under the Issue L Resolution during the Loan Origination Period will bear effective interest rates, and will offer other terms and conditions, that are competitive with loans that are currently made available by other lenders to Massachusetts borrowers and to borrowers attending Massachusetts colleges and universities to fund the costs of post-secondary education (“Education Loans”). However, interest rates and other terms applicable to MEFA Education Loans, or to other loans that are available to potential Fixed Rate MEFA Loan borrowers, may change significantly during the Loan Origination Period. In addition, numerous other factors may affect the demand for Fixed Rate MEFA Loans during the Loan Origination Period. Accordingly, there can be no assurance that the Authority will, in fact, apply the full amount of funds that will be available to it by certain Loan Origination Target Dates and during the Loan Origination Period to finance Fixed Rate MEFA Loans, and such non-origination would likely result in redemption of Series 2019 Bonds. The Authority reserves the right to allocate funds from different sources that are available to it to finance MEFA Loans in any manner that it deems appropriate. See captions “REDEMPTION PROVISIONS—Mandatory Redemption Resulting From Non-Origination” and “APPENDIX F—WEIGHTED AVERAGE LIFE ANALYSIS OF THE SENIOR 2019A TERM BONDS AND THE SENIOR 2019B TERM BONDS” hereto.

Issuance of Additional Bonds and Amortization of Issue L Bonds May Affect Redemption

The Authority reserves the right to issue additional Series of Issue L Bonds that are subject to redemption from Excess Revenues (either or both of Taxable Excess Revenues and Tax-Exempt Excess Revenues) that are allocable to the Issue L Loans funded from proceeds of such Issue L Bonds, or from Excess Revenues generally, on a basis different from that described herein with respect to the Series 2019 Bonds, as well as Additional Bonds not subject to such redemption. Issuance of such Issue L Bonds may affect the amount and timing of Excess Revenues (either or both of Taxable Excess Revenues and Tax-Exempt Excess Revenues) available to redeem other Issue L Bonds, including the Series 2019 Bonds, if not applied to other purposes permitted under the Issue L Resolution. In addition, the amortization of any such additional Issue L Bonds may also affect the amount and timing of Excess

Revenues (either or both of Taxable Excess Revenues and Tax-Exempt Excess Revenues) that would be so available. See the caption “INVESTMENT CONSIDERATIONS—Redemption of Series 2019 Bonds” herein.

Subordination of the Subordinate 2019C Bonds may Result in a Greater Risk of Loss for Holders of Subordinate 2019C Bonds

In the ordinary course, payments of principal and interest on the Subordinate 2019C Bonds are subordinated to payments of interest and principal on the Senior Issue L Bonds and the Senior Subordinate Issue L Bonds, if any. As of the date of issuance of the Series 2019 Bonds, all Principal Installments on the Subordinate 2019C Bonds come due after the Principal Installments on the Senior Issue L Bonds. Unless certain asset parity conditions have been satisfied, principal on the Subordinate 2019C Bonds will not be paid before it is due by redemption, except for non-origination redemptions, until all Senior Issue L Bonds and any Senior Subordinate Issue L Bonds have been paid in full. Thus, investors in the Subordinate 2019C Bonds will bear a greater risk of loss than the holders of Senior Issue L Bonds and any Senior Subordinate Issue L Bonds. See the caption “REDEMPTION PROVISIONS” herein.

In addition, the Subordinate 2019C Bonds are subordinated to the Senior Issue L Bonds, including the Senior 2018A Bonds, the Senior 2018B Bonds, the Senior 2019A Bonds and the Senior 2019B Bonds, and any Senior Subordinate Issue L Bonds as to both payment from Revenues received and the direction of remedies on and after an Event of Default. Further, as long as any of the Senior Issue L Bonds, including the Senior 2018A Bonds, the Senior 2018B Bonds, the Senior 2019A Bonds the Senior 2019B Bonds, or any Senior Subordinate Issue L Bonds are Outstanding, the failure to pay interest or principal on the Subordinate Issue L Bonds, including the Subordinate 2018C Bonds and the Subordinate 2019C Bonds, will not constitute an Event of Default under the Issue L Resolution. Consequently, holders of the Subordinate 2019C Bonds may bear a greater risk of losses or delays in payment than holders of Senior Issue L Bonds, including the Senior 2018A Bonds, the Senior 2018B Bonds, the Senior 2019A Bonds and the Senior 2019B Bonds, and any Senior Subordinate Issue L Bonds.

Certain Actions May Be Permitted Without Bondholder Approval

The Issue L Resolution provides that the Authority and the Trustee may take, or refrain from taking, various actions that may materially affect the interests of Bondholders without Bondholder approval upon compliance with one or more of the following requirements: (i) satisfying the Rating Agency Condition with respect to one or more applicable Nationally Recognized Rating Agencies; (ii) providing Prior Rating Agency Notice with respect to one or more applicable Nationally Recognized Rating Agencies; and (iii) delivering to the Trustee a Favorable Projection of Revenues in accordance with applicable Issue L Resolution requirements. Actions that don't require Bondholder approval include, but are not limited to, the issuance of Additional Bonds, release of assets from the Issue L Resolution, changes to required levels of reserves, changes to required parity levels for redemptions of Issue L Bonds, including Senior Subordinate Issue L Bonds and Subordinate Issue L Bonds, changes to periods for applying Issue L Bond sale proceeds, Revenues or other amounts to originate Issue L Loans, sale or other disposition of Issue L Loans, changes to the terms and conditions of Issue L Loans, approval of Projections of Revenues that are required under the Issue L Resolution in connection with the selection of Issue L Bond Series and maturities for redemption in certain circumstances or of Sinking Fund Installments to be credited with respect to certain redemptions and in numerous other circumstances. See the caption “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT—Certain Resolution Requirements” herein and “APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION” hereto. To the extent such actions are taken, Bondholders will be relying on the evaluation by the Authority and, in some cases, by one or more Nationally Recognized Rating

Agencies, of the potential impact of such actions upon the ability of the Trust Assets to provide for the full and timely payment of Debt Service on the Issue L Bonds, of Program Expenses and of Subordinated Program Expenses (if any). To the extent that such Authority actions are taken solely on the basis of Authority delivery of a Favorable Projection of Revenues or in part on the basis of satisfying the requirement for Prior Rating Agency Notice with respect to one or more Nationally Recognized Rating Agency, rather than of satisfying the Rating Agency Condition with respect to such Nationally Recognized Rating Agency, a subsequent adverse rating action by such Rating Agency in response to such Authority action could materially decrease the market value of or existence of a secondary market for the Issue L Bonds. Moreover, the market price or marketability of the Series 2019 Bonds could be adversely affected by such actions even in the absence of such an adverse rating action.

Series 2019 Bonds Are Limited Authority Obligations Without Third-Party Credit

The Issue L Bonds, including the Series 2019 Bonds, are special obligations of the Authority and are payable solely from the Revenues and certain Funds and accounts established and pledged under the Issue L Resolution. No revenues or other assets are available to fund payment of the Issue L Bonds except as expressly provided by the Issue L Resolution. The Authority has no taxing power. Neither the Commonwealth nor any political subdivision thereof is or shall be obligated to pay the principal of or interest on the Issue L Bonds, and neither the full faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to such payment.

The Authority does not expect to contract with any financial institution to provide third-party credit support for the Series 2019 Bonds or to provide third-party credit support for the Issue L Loans. It is expected that all Issue L Loans will be originated solely on the basis of borrower and, if applicable, co-borrower credit evaluation, will be payable solely by the borrower and any applicable co-borrower and will not be guaranteed by the Authority or by any other person, other than by any such co-borrower. Accordingly, Bondholders' receipt of full and timely payment of principal of and interest upon the Series 2019 Bonds will be primarily dependent upon the material conformance of the Authority's actual experience in originating Issue L Loans, and of the actual portfolio performance of the Issue L Loans, to the Authority's expectations. There can be no assurance of the marketability or market value of the Issue L Loans if it should, at any time, prove necessary to sell all or a portion of the Issue L Loans to fund the payment of interest upon and principal of the Issue L Bonds, particularly the Subordinate 2019C Bonds. In addition, factors affecting actual Issue L Loan origination and portfolio performance, factors affecting the marketability and market value of Issue L Loans, and the perceptions of market participants of such factors, may affect the marketability and market value of the Series 2019 Bonds.

Effect of Ratings

It is a condition to the issuance of the Series 2019 Bonds that the Series 2019 Bonds be rated as indicated on the cover hereof and under the caption "RATINGS" herein. Ratings are based on the assigning Nationally Recognized Rating Agency's assessment of the creditworthiness of the Trust Assets, which will be primarily dependent upon its assessment of the creditworthiness of the MEFA Loans that are expected to be included therein, the inclusion of certain other cash and investments therein and the legal structure of the transaction. References to ratings in this Official Statement are not included herein, and should not be relied upon, as recommendations by the Nationally Recognized Rating Agency to investors to purchase, hold or sell the Series 2019 Bonds as such ratings do not take into account either the suitability of such actions for any specific investor or the market price of the Series 2019 Bonds at any time. One or more additional nationally recognized statistical rating organizations may assign ratings to the Series 2019 Bonds, either in response to a request by the Authority or otherwise, and any such rating may or may not be equivalent to the initial ratings described in this Official Statement. Any rating may be increased, lowered, suspended or withdrawn at any time by the rating organization assigning such

rating if, in the assigning rating organization's judgment, circumstances so warrant. A lowering, suspension or withdrawal with respect to any rating assigned to the Series 2019 Bonds might adversely affect the Authority's ability to fund its MEFA Financing Program or the market value or marketability of the Series 2019 Bonds. In addition, a rating action that is, by its terms, limited to obligations other than Issue L Bonds that have been issued, or that may be issued, by the Authority, or potentially by other issuers, might also adversely affect the Authority's ability to fund its MEFA Financing Program or the market value or marketability of the Series 2019 Bonds. Rating actions may take place at any time. The Authority cannot predict the timing or nature of rating actions.

Investment and Interest Rate Exchange Agreements

The Issue L Resolution permits the Authority to enter into interest rate exchange agreements with respect to Issue L Bonds upon compliance with certain requirements of the Issue L Resolution including the giving of Prior Rating Agency Notice. No interest rate exchange agreements are expected to be entered into by the Authority with respect to the Series 2019 Bonds, but the Authority reserves the right to do so in the future in connection with additional Issue L Bonds or other bonds or notes to provide funding for MEFA Education Loans or MEFA Refinancing Loans.

The Authority has entered into, and may enter in the future, investment agreements with various financial institution counterparties with respect to certain series of its bonds that are not Issue L Bonds and may enter into one or more such agreements with respect to the Series 2019 Bonds or with respect to other Series of Issue L Bonds. A default under one or more such investment agreements could result in a loss that could adversely affect the security for the Issue L Bonds, including the Series 2019 Bonds, or one or more ratings currently assigned to the Issue L Bonds, including the Series 2019 Bonds.

Uncertainty as to Available Remedies

In the event that Revenues to be received under the Issue L Resolution are insufficient to pay when due the Principal Installments of and interest on the Issue L Bonds, the Issue L Resolution authorizes and, under certain circumstances, requires, the Trustee to declare an Event of Default and accelerate the payment of the Issue L Bonds, including the Series 2019 Bonds.

If an Event of Default occurs under the Issue L Resolution, subject to the rights of Bondholders, the Trustee is authorized to sell the Issue L Loans pledged thereunder. There can be no assurance, however, that the Trustee would be able to find a purchaser for such Issue L Loans in a timely manner or that the proceeds of any such sale, together with amounts then available in the Funds and accounts established under the Issue L Resolution, would be sufficient to pay Principal Installments of and interest on the Issue L Bonds, including the Series 2019 Bonds, then Outstanding and accrued interest thereon and to pay Program Expenses and Subordinated Program Expenses (if any). There is currently no established public market for alternative education loans and there can be no assurance that one will develop in the future. Claims on Subordinate Issue L Bonds, including the Subordinate 2019C Bonds, are paid only after claims on Senior Issue L Bonds, including the Senior 2018A Bonds, the Senior 2018B Bonds, the Senior 2019A Bonds and the Senior 2019B Bonds, and any Senior Subordinate Issue L Bonds on and after an Event of Default.

The remedies available to owners of the Issue L Bonds upon an Event of Default under the Issue L Resolution are dependent upon regulatory and judicial actions which often are subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies specified by the Issue L Resolution and such other documents may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the issuance of the Series 2019 Bonds will be qualified, as to the enforceability of the various legal instruments and by limitations

imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally. Holders of the Senior Issue L Bonds, including the Senior 2018A Bonds, the Senior 2018B Bonds, the Senior 2019A Bonds and the Senior 2019B Bonds, can direct exercise of remedies after an Event of Default without participation of Bondholders of any Senior Subordinate Issue L Bonds or the Subordinate Issue L Bonds, including the Subordinate 2019C Bonds.

The Issue L Loans are Unsecured and Do Not have the Benefit of any Guaranties

The Issue L Loans are private, or alternative, student loans not originated pursuant to the Higher Education Act of 1965, as amended (the “Higher Education Act”), and are not, and will not, be guaranteed by any governmental entity or third-party guarantor, and there are no reserves available to pay Defaulted Issue L Loans. In addition, the Issue L Loans to be pledged to the Trust Assets will be unsecured. Certain Issue L Loans have co-borrowers. Therefore, the receipt by the Trustee of principal and interest on the Issue L Loans will be dependent on the ability and willingness of the borrowers and, if applicable, the co-borrowers to make these payments. See the caption “General Economic Conditions” below and the caption “ISSUE L LOAN PORTFOLIO” herein.

Future Performance of the Issue L Loan Portfolio May Differ From Historical MEFA Education Loan Performance

Substantially all MEFA Education Loans that have been financed by the Authority to date, other than certain Authority FFELP Loans and MEFA Refinancing Loans, have been MEFA Loans, and the majority of the Issue L Loans are expected to be Fixed Rate MEFA Loans. There can be no assurance, however, that the performance of Issue L Loans transferred to the Issue L Resolution or that are to be originated in the future will in fact be consistent with that of previously originated MEFA Loans. Previously originated MEFA Loans bore or bear a variety of interest rates and were repaid by borrowers in a variety of interest rate and economic environments. In addition, the Authority has from time to time modified the credit criteria and certain other origination and repayment terms applicable to MEFA Loans. As a result, certain previously originated MEFA Loans were originated on the basis of credit criteria or terms that differ in certain respects from those expected to be applicable to newly originated Issue L Loans. Although the Authority believes that such differences have proven not to have a material effect on the overall performance to date of MEFA Loans that have been originated during different periods, there can be no assurance that no such effect will result in the future. There can be no assurance that the ability of borrowers of Issue L Loans to repay such loans, or their propensity to prepay such loans, will not differ materially from that of borrowers of previously originated MEFA Loans. In addition, the Issue L Resolution permits MEFA to apply proceeds of the Series 2019 Bonds and other monies made available under the Issue L Resolution to originate Fixed Rate MEFA Loans with terms and conditions that vary from those described herein, upon compliance with certain requirements of the Issue L Resolution.

Certain Factors Could Potentially Affect Timing and Receipt of Revenues

The Authority expects that the Revenues and other moneys held in certain Funds and accounts under the Issue L Resolution will be sufficient to pay when due the Principal Installments of and interest on the Issue L Bonds, including the Series 2019 Bonds, the Program Expenses and Subordinated Program Expenses (if any). This expectation is based upon projections and cash flow assumptions, which the Authority believes are reasonable, regarding the financing and repayment performance of Issue L Loans, and the occurrence of certain future events and conditions. There can be no assurance, however, that interest and principal payments from the Issue L Loans will be received as anticipated, that the projected yield on the Issue L Loans will be realized, that the reinvestment rates assumed with respect to the investment of various Funds and accounts will be realized, that Program Expenses or Subordinated Program Expenses (if any) will be incurred at the levels and on the schedule anticipated or that the

origination and performance experience of Issue L Loans will conform to that of previously originated Fixed Rate MEFA Loans.

Receipt of principal and interest on Issue L Loans may be accelerated, causing an unanticipated redemption of Issue L Bonds, including the Series 2019 Bonds, due to various factors, including, without limitation: (a) faster than anticipated Issue L Loan origination; (b) Issue L Loans being in forbearance, modified payment or delinquency status less frequently or for shorter periods than anticipated; (c) economic considerations that induce borrowers to refinance or repay their Issue L Loans, in whole or in part, prior to scheduled payment dates; and (d) a lesser incidence of Issue L Loan defaults than anticipated. With respect to MEFA Loans, such factors may also include, without limitation: (i) greater than anticipated borrower selection of 10-year repayment options; (ii) fewer borrowers electing initial Interest-Only Payment Options than anticipated for shorter than anticipated option duration; (iii) less than anticipated Issue L Loan repayment deferral; and (iv) the commencement of principal repayment by Issue L Loan borrowers on earlier dates than are anticipated.

Receipt of principal of and interest on Issue L Loans may be delayed, which would adversely affect the availability of Revenues to fund payment when due of the Principal Installments of and interest on the Issue L Bonds, including the Series 2019 Bonds, Program Expenses and Subordinated Program Expenses (if any). Such delays might be caused by numerous factors, including, without limitation: (i) more borrowers electing initial Interest-Only Payment Options than are assumed, or longer than assumed option duration; (ii) less than anticipated borrower selection of 10-year repayment options; (iii) slower than assumed Issue L Loan origination; (iv) greater than anticipated Issue L Loan deferral; (v) less than projected total Issue L Loan origination; and (vi) loans in forbearance, modified payment or delinquency more frequently or for periods longer than assumed.

Receipt of principal and interest might also be affected if the Authority experiences unanticipated difficulty originating MEFA Loans. The demand for MEFA Loans is affected by a number of factors, including, but not limited to, (i) competition from other education loan programs; (ii) the availability of alternative financing mechanisms such as grants and other forms of financial assistance; (iii) general economic conditions; (iv) student perceptions of the value of post-secondary education and their ability to participate in post-secondary education programs on at least a half-time basis; (v) the cost of post-secondary education; (vi) the ability of borrowers and co-borrowers to satisfy credit criteria; (vii) the schedule upon which students and their families must pay post-secondary education costs; and (viii) changes in federal law.

Additional factors which may have a material effect on the sufficiency of Revenues include, but are not limited to, Program Expenses and Subordinated Program Expenses (if any) or Fund investment results which vary materially from those projected by the Authority. Furthermore, the Authority reserves the right to apply moneys in the Purchase Accounts and other moneys available to it to originate MEFA Loans in the manner it deems most advantageous to MEFA Loan borrowers and the Authority. The ability of the Trust Assets to produce Revenues sufficient to fund the timely payment of principal and interest of the Issue L Bonds and other Issue L Resolution requirements might be adversely affected by certain actions that the Authority might take in response to lower than anticipated origination of Fixed Rate MEFA Loans from the Purchase Accounts consistent with the Issue L Resolution.

Composition and Characteristics of the Issue L Loan Portfolio May Change

Certain characteristics of the Issue L Loans currently pledged under the Issue L Resolution and that the Authority currently intends to finance with the proceeds of the Series 2019 Bonds and other monies made available under the Issue L Resolution are described in this Official Statement. Certain amounts received with respect to the Issue L Loans may be recycled and proceeds of Additional Bonds

may be used to finance additional Issue L Loans in the future. The characteristics of the Issue L Loan portfolio will change as new Issue L Loans are financed and as Issue L Loans are repaid, and may also change as a result of changes in the MEFA Financing Program. The Authority regularly reviews the terms and conditions of its MEFA Financing Program and reserves the right to alter such terms and conditions at any time subject, with respect to Issue L Loans, to compliance with certain requirements of the Issue L Resolution.

General Economic Conditions

Collections on the Issue L Loans may vary greatly in both timing and amount from the payments actually due on such Issue L Loans for a variety of economic, social, and other factors. The Authority's current projections of the performance of Issue L Loans are based upon historical MEFA Loan performance. The MEFA Loan Program was established in 1983. From time to time regional and national recessionary conditions have resulted in a reduction in household wealth and in the availability of civilian employment. Such developments have also resulted in a reduction in the availability of consumer credit and of general financial market liquidity. It is impossible to predict when such conditions may arise or for how long they may continue. Future performance of Issue L Loans may be adversely affected by subsequent economic and other events affecting the employment prospects of borrowers or otherwise affecting their ability and willingness to incur and to repay Issue L Loans. High levels of unemployment, either regionally or nationally, may result in increased borrower delinquency and default. Failures by borrowers to pay the principal of and interest on the Issue L Loans in a timely fashion or an increase in deferments or forbearances or in utilization of modified repayment provisions could affect the timing and amount of Revenues. In addition, borrowers of private credit student loans such as the Issue L Loans may have already borrowed up to the maximum annual or aggregate limits pursuant to the Federal Family Education Loan Program under the Higher Education Act or the Department of Education's Direct Loan Program. In addition, certain Issue L Loans have been made to graduate and professional students, who may have higher debt burdens than Issue L Loan borrowers as a whole. The effect of these factors on the timing and amount of Revenues, the ability of the Authority to pay the Principal Installments of and interest on the Series 2019 Bonds, Program Expenses and Subordinated Program Expenses (if any) and the incidence of redemption of the Series 2019 Bonds prior to their maturity, is impossible to predict with certainty. See the captions "Redemption of Series 2019 Bonds" and "Certain Factors Could Potentially Affect Timing and Receipt of Revenues" above and the captions "Certain Military and National Emergency Events Could Delay Borrower Payments" and "Changes in Relevant Law" below.

Certain Military and National Emergency Events Could Delay Borrower Payments

The Servicemembers Civil Relief Act of 2003 (the "Civil Relief Act"), which replaced and clarified certain benefits extended to military persons under the Soldiers' and Sailors' Civil Relief Act of 1940, provides relief to borrowers who enter active military service and to borrowers in reserve status who are called to active duty after the origination of their education loans. The Civil Relief Act provides that persons on active duty in military service who have incurred education loans prior to their period of active duty may request to have the interest on their loans in excess of 6% per year forgiven under certain circumstances. In addition, the Civil Relief Act limits the ability of a lender to take legal action against a borrower during the borrower's period of active duty and, in some cases, during an additional three-month period thereafter. Congress has periodically adopted similar legislation, and may consider additional legislation, that provides for, among other things, interest rate caps and additional periods of deferment with respect to education loans made to members of the military, including reservists, and others affected by national emergencies, as well as to other categories of borrowers. There can be no assurance that additional legislation of this type will not be adopted in the future and will not affect payments received by the Authority on Issue L Loans. There is no basis for predicting the number and aggregate principal balances of Issue L Loans that may be affected by the application of such legislation,

the period of time over which such Issue L Loans may be so affected and the resulting affect upon the sufficiency of Revenues and other amounts available under the Issue L Resolution to pay when due the Principal Installments of and interest on the Outstanding Bonds and to pay Program Expenses and Subordinated Program Expenses (if any).

Prepayment of Issue L Loans is Subject to Uncertainty

Issue L Loans may be prepaid by borrowers at any time prior to their respective final maturity dates without penalty. For this purpose the term “prepayments” includes repayments in full or in part. The rate of prepayments on the Issue L Loans may be influenced by a variety of economic, social and other factors affecting borrowers, including interest rates, the availability of alternative financing and the general job market for graduates of institutions of higher education. The Issue L Loan portfolio is expected to include Fixed Rate MEFA Loans with a range of interest rates, principal balances and other characteristics. The Authority cannot predict with certainty the actual average life of the Issue L Loans. In addition, the availability of education loan consolidation financing from other sources may materially increase the rate of prepayment actually experienced by the Authority with respect to Issue L Loans. An increase in the rate of Issue L Loan repayment actually experienced by the Authority could result in increased redemption of Issue L Bonds, including Series 2019 Bonds, prior to maturity and could have a material and adverse effect upon the sufficiency of Revenues and other moneys held under the Issue L Resolution to pay when due the Principal Installments of and interest on the Issue L Bonds, including Series 2019 Bonds, Program Expenses, and Subordinated Program Expenses (if any).

To the extent that Issue L Loans are prepaid, the proceeds of such prepayments may be used to redeem Series 2019 Bonds prior to maturity pursuant to the optional and mandatory redemption provisions of the Issue L Resolution. See the caption “Redemption of Series 2019 Bonds” above.

Dependence Upon Third-Party Loan Servicer and Loan Originating Agent

The Authority is currently dependent upon third-parties to assist it with originating and servicing MEFA Education Loans. As of the date of this Official Statement, Entech is acting as the Loan Originating Agent and PHEAA is acting as the Loan Servicer and custodian with respect to MEFA Education Loans. The Authority reserves the right, however, to establish different Issue L Loan origination and servicing arrangements in accordance with the Issue L Resolution. The cash flow projections relied upon by the Authority in structuring the bond issue are based upon assumptions with respect to servicing costs which the Authority based upon the PHEAA Servicing Agreement. No assurance can be given that the Authority will be able to extend the term of the PHEAA Servicing Agreement, which is subject to renewal annually after March 31, 2023, or that the Authority will be able to enter into servicing agreements with other acceptable Loan Servicers at the assumed-level of servicing cost upon scheduled expiration of the current PHEAA Servicing Agreement. Although PHEAA is obligated to cause the Issue L Loans to be serviced in accordance with the terms of the PHEAA Servicing Agreement, the timing of payments to be actually received with respect to Issue L Loans will be dependent upon the ability of PHEAA, to adequately service the Issue L Loans. In addition, investors and the Authority will be relying on PHEAA’s compliance with applicable federal and state laws and regulations. Prior to the effective date of the PHEAA Servicing Agreement, the MEFA Loans were originated and serviced by Conduent Education Services, LLC (formerly known as Xerox Education Services, LLC and doing business as ACS Education Services) (“Conduent”). Conduent, which notified the Authority in 2017 that it would not be renewing its contract with the Authority, had acted as a loan servicer and originator for the Authority since January 1, 2003.

In the event of a default by PHEAA under the PHEAA Servicing Agreement resulting solely from certain events of insolvency or bankruptcy (if permitted), a court, conservator, receiver or liquidator

may have the power to prevent the appointment of a successor loan servicer and delays in collections in respect of the Issue L Loans may occur. Delays in the receipts of payments with respect to Issue L Loans in excess of the delinquency and default assumptions adopted by the Authority for purposes of preparing cash flow projections as a basis for structuring the issue may delay the timely payment when due of the Principal Installments of and interest on the Issue L Bonds, including the Series 2019 Bonds, of Program Expenses and of Subordinated Program Expenses (if any).

In the event of a default by Entech under the Loan Origination Agreement resulting solely from certain events of insolvency or bankruptcy, a court, conservator, receiver or liquidator may have the power to prevent the appointment of a successor originator and delays in originations in respect of the Issue L Loans may occur. Delays in the origination of Issue L Loans may result in early redemption of the Series 2019 Bonds due to non-origination.

The MEFA Education Loans were Only Recently Converted to PHEAA's Servicing System

The servicing on certain of the MEFA Refinancing Loans were converted to PHEAA from Conduent in December of 2017. The servicing on all of the MEFA Loans (including the Issue L Loans) and the remaining MEFA Refinancing Loans were converted to PHEAA from Conduent in April of 2018. Errors in servicing can arise in connection with the conversion of loans to a new servicing system. PHEAA is not responsible for errors in servicing or origination of the MEFA Education Loans (including any Issue L Loans) prior to its commencement of servicing the MEFA Education Loans pursuant to the PHEAA Servicing Agreement. In addition, Conduent performed certain origination functions on the MEFA Education Loans. Although Conduent Education Services, LLC assumed certain liabilities for origination and servicing errors under its servicing agreement with the Authority, (the "Conduent Servicing Agreement"), it had no obligation to purchase any MEFA Education Loans (including any Issue L Loans) that became uncollectable due to an origination or servicing error. Moreover, Conduent's liabilities are strictly limited by the Conduent Servicing Agreement. In addition, PHEAA's liabilities are also strictly limited by the PHEAA Servicing Agreement. Performance data included in this Official Statement for the most recently reported period reflects a timeframe in which the Authority converted the servicing of its loan portfolio from Conduent to PHEAA.

Bankruptcy or Insolvency of the Loan Servicer Could Result in Payment Delays to Bondholders

PHEAA acts as the Loan Servicer with respect to the Issue L Loans. In the event of a default by the Loan Servicer resulting from events of insolvency or bankruptcy (if permitted), a court, conservator, receiver or liquidator may have the power to prevent the Trustee or the Bondholders from appointing a successor loan servicer, and delays in collections of the Issue L Loans may occur. Any delay in the collections of Issue L Loans may delay payments to Bondholders, particularly Bondholders of the Subordinate 2019C Bonds.

A Default by a Loan Servicer could Adversely Affect the Issue L Bonds

If a Loan Servicer defaults on its obligations under its Servicing Agreement, the Authority is entitled to all rights and remedies available to it as a result of the breach of such Servicing Agreement. In the event of the removal of the Loan Servicer and the appointment of a successor Loan Servicer, there may be additional costs associated with the transfer of such duties to the successor Loan Servicer, including, but not limited to, an increase in the servicing fees the successor Loan Servicer charges. In addition, the ability of the successor Loan Servicer to perform the obligations and duties under its Servicing Agreement cannot be predicted.

Commingling of Payments on Issue L Loans Could Prevent the Authority from Receiving Certain Revenues

Payments received on the Issue L Loans generally are deposited into an account in the name of the Loan Servicer each Business Day. However, payments received on the Issue L Loans will not be segregated immediately from payments the Loan Servicer receives on other student loans it services. Such amounts are identified and transferred to the Trustee for deposit into the Applicable Revenue Account within an average of two Business Days of receipt of such payments. Prior to the transfer of such funds, the Loan Servicer may invest those funds for its own account and at its own risk. If the Loan Servicer is unable to transfer all or any part of such funds to the Trustee, Revenues may be reduced.

Internet Based Loan Origination Processes may give rise to Greater Risks than Paper Based Processes

The Authority and the Loan Originating Agent, in its capacity as loan originator, often use the internet to obtain application information and distribute certain legally required notices to applicants and borrowers, and to obtain electronically signed loan documents in lieu of paper documents with actual borrower signatures. These processes may entail greater risks than would paper based student loan origination processes, including risks regarding the sufficiency of notice for compliance with consumer protection laws and risks that borrowers may challenge the authenticity of loan documents. If any of those factors were to cause Issue L Loans, or any of the terms of the Issue L Loans, to be unenforceable against the borrowers, the Authority's ability to pay principal of and interest on the Issue L Bonds, including the Series 2019 Bonds, could be adversely affected.

Competition May Reduce Demand For or Increase Prepayments on Issue L Loans

In addition to the MEFA Financing Program, there are a number of other sources available to students and/or their parents to finance or refinance the costs of higher education. Such other sources include loans offered pursuant to the Federal Direct Student Loan Program and by other education lenders. The availability of certain federal, state and institutional financial aid reduces the number of qualified borrowers, who might otherwise be eligible for MEFA Education Loans. The terms and availability of education loan financing and refinancing from sources other than the Authority varies and is subject to change. Although the Authority believes that Issue L Loans will be competitive in the currently prevailing market for education loans, the availability of such other lending sources and of the federal programs described herein may impact adversely the number of loans which may be financed under the MEFA Loan Program. In addition, the availability of education loan consolidation financing from other sources may materially increase the rate of prepayment actually experienced by the Authority with respect to Issue L Loans. Finally, there can be no assurance as to the availability to students of other forms of financial assistance from the Commonwealth, the federal government, and public and private Participating Institutions, that may reduce demand for MEFA Education Loans.

Dodd-Frank Act

On July 21, 2010, President Obama signed into law the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Dodd-Frank Act") to reform and strengthen supervision of the U.S. financial services industry. The Dodd-Frank Act required the creation of new federal regulatory agencies, and granted additional authority and responsibilities to existing regulatory agencies to identify and address emerging systemic risks posed by financial services activities. The Dodd-Frank Act has resulted in comprehensive changes to the regulation of most financial institutions operating in the United States. It also fostered new regulation in the business and the markets in which the Authority operates. Specifically, significant new regulation has occurred in many areas of consumer financial products and

services, including private education loans. Under the Dodd-Frank Act, entities such as the Authority are subject to regulations developed by a new agency designed to regulate federal consumer financial protection laws, the Consumer Financial Protection Bureau (the “CFPB”). The CFPB is an independent agency that is housed within the Federal Reserve Board, but is not subject to Federal Reserve Board jurisdiction or to the Congressional appropriations process. It has substantial power to regulate financial products and services received by consumers from both banks and non-bank lenders including rulemaking authority in enumerated areas of federal law traditionally applicable to consumer lending such as truth in lending, fair credit reporting and fair debt collection. In addition, the Dodd-Frank Act provides for significant new enforcement authority, including authorization of state attorneys general to bring lawsuits under federal consumer protection laws with the consent of the CFPB.

In December 2013, the CFPB adopted a rule that enables it to supervise certain non-bank student loan servicers that service more than one million borrower accounts, to ensure that bank and non-bank servicers follow the same rules in the student loan servicing market. The rule covers both federal and private student loans, and gives the CFPB broad authority to examine, investigate, supervise, and otherwise regulate student loan servicers, including the authority to impose fines and require changes with respect to any practices that the CFPB finds to be unfair, deceptive, or abusive. PHEAA, the current Loan Servicer of the Issue L Loans, services more than one million student loan borrower accounts. The CFPB began conducting its initial supervisory examinations of the large non-bank student loan servicers after the rule became effective in March 2014. If the CFPB were to determine that a Loan Servicer is not in compliance, it is possible that this could result in material adverse consequences to such Loan Servicer, including, without limitation, settlements, fines, penalties, adverse regulatory actions, changes in a Loan Servicer’s business practices, or other actions.

Student loans and student loan servicing are top priorities for the CFPB. In May 2015, the CFPB launched a public inquiry into student loan servicing practices throughout the industry. In September 2015, the CFPB issued a report discussing public comments submitted in response to the inquiry and, in consultation with the Department of Education and Department of the Treasury, released recommendations to reform student loan servicing to improve borrower outcomes and reduce defaults. In July 2016, the Department of Education expanded on these joint principles by outlining enhanced customer service standards and protections that will be incorporated into federal servicing contracts and guidelines. The CFPB has also announced that it may issue student loan servicing rules in the future. We are unable to estimate at this time any potential financial or other impact to the servicers that could result from these developments.

The full effect of the Dodd-Frank Act will depend significantly upon the content and implementation of the rules and regulations issued, and still to be issued, pursuant to its provisions and to the administration and enforcement of such requirements. It is unclear what the operational impact of these developments will be on the Authority, but it is possible that the Authority’s operational expenses may be materially increased. No assurance can be given that these developments will not have an adverse effect on the security, market value or liquidity of the Issue L Bonds, including the Series 2019 Bonds.

Consumer Protection Lending Laws May Change

MEFA Education Loans are subject to applicable laws regulating loans to consumers. Numerous federal and state consumer protection laws and related regulations impose substantial requirements upon lenders and servicers involved in consumer finance. Some state and federal laws impose finance charge restrictions and other restrictions on certain consumer transactions and require certain disclosures of legal rights and obligations. Furthermore, to the extent applicable, these laws can impose specific statutory liabilities upon creditors who fail to comply with their provisions and may affect the enforceability of the loan. In addition, the remedies available to the Trustee or the Bondholders upon an Event of Default

under the Issue L Resolution may not be readily available or may be limited by applicable state and federal laws. If the application of consumer protection laws were to cause the Issue L Loans, or any of the terms of the Issue L Loans, to be unenforceable against the borrowers or co-borrowers, the Authority's ability to pay when due the Principal Installments of and interest on the Issue L Bonds, including the Series 2019 Bonds, Program Expenses and Subordinated Program Expenses (if any) could be adversely affected. See the caption "MEFA EDUCATION LOAN ORIGINATION AND SERVICING—The Loan Servicer—Commonwealth of Massachusetts" herein.

Changes in Relevant Laws

The Authority believes that it has taken into account the foreseeable effects of the Dodd-Frank Act and the federal higher education authorization in projecting demand for MEFA Loans during the Loan Origination Period and in determining the terms of Fixed Rate MEFA Loans that it currently expects to offer during such period. However, it is not possible to fully predict how every change to relevant federal and state law will affect: (i) the terms and conditions under which Issue L Loans are made, (ii) borrower demand for MEFA Education Loans, (iii) Issue L Loan performance, (iv) the cost of servicing and administering MEFA Education Loans, or (v) the performance and market value of MEFA Education Loans.

Federal and state laws providing financial assistance to individuals with respect to the costs of higher education, or otherwise affecting loans made to individuals for such purpose, have been subject to frequent change. There can be no assurance that changes to relevant federal or state laws will not prospectively or retroactively affect the terms and conditions under which MEFA Education Loans are made, affect Issue L Loan performance, affect Issue L Loan prepayment, affect the costs of servicing and administering Issue L Loans or affect demand for MEFA Education Loans.

Under the U.S. Bankruptcy Code (as amended, the "Bankruptcy Code"), educational loans for qualified education expenses are generally non-dischargeable, subject to specified exceptions. However, student loans can become dischargeable if the borrower proves that keeping the student loans non-dischargeable would impose an undue hardship on the debtor and the debtor's dependents.

Bankruptcy Court judges have substantial discretion in applying Bankruptcy Code provisions in specific cases. The provisions addressing educational loans have been the subject of extensive litigation in the context of numerous filings under the Bankruptcy Code by borrowers and co-signers and Bankruptcy Court judges have applied a variety of approaches to resolving the status of education loans in specific factual circumstances for purposes of such proceedings. For example, in March, 2016, the United States Bankruptcy Court, Eastern District of New York, ruled that a loan made by a commercial lender to a borrower for bar exam study (or preparation) costs could be discharged after the defendant could not prove that such loan met the 'education benefit' test of the Bankruptcy Code. There can be no assurance that any Bankruptcy Court proceedings involving Issue L Loan borrowers may not differentiate between the types of MEFA Education Loans included in the Trust Assets in applying these provisions.

A number of bankruptcy reform proposals that would make it easier to discharge private student loans under the Bankruptcy Abuse Prevention and Consumer Protection Act of 2005 have been discussed and/or introduced in the Congress of the United States in recent years, including H.R. 770 introduced on January 24, 2019 and proposing to amend Title 11 of the United States Code to make student loans dischargeable. In addition, the Dodd Frank Act (hereinafter defined) established a student loan ombudsman within the CFPB (hereinafter defined), which ombudsman is required to prepare an annual report and make appropriate recommendations to the Secretary of the Treasury, the Director of the CFPB, the Secretary of Education, and Congress. In the Annual Report of the CFPB Student Loan Ombudsman, dated October 16, 2014, the ombudsman recommended that Congress review the provisions of the

Bankruptcy Code exempting student loans for qualified education expense from discharge in bankruptcy absent a showing of “undue hardship” to the debtor. As such, it is possible that bankruptcy reform legislative proposals may be enacted at the federal level in a manner that might adversely affect the Authority’s ability to enforce collection of the Issue L Loans. The discharge of a significant amount of the Issue L Loans could adversely affect the ability of the Authority to pay principal of and interest on the Issue L Bonds, including the Series 2019 Bonds.

Risk of Geographic Concentration of the Issue L Loans

The concentration of the Issue L Loans in specific geographic areas may increase the risk of losses on the Issue L Loans. Economic conditions in the states where borrowers reside may affect the delinquency, loan loss and recovery experience with respect to the Issue L Loans. As of January 31, 2019, approximately 82% by principal balance of the Issue L Loans were to borrowers with current billing addresses in the Commonwealth of Massachusetts. See the table titled “Distribution of the Issue L Loan Portfolio by Geographic Location” under the caption “ISSUE L LOAN PORTFOLIO” herein. No other state accounts for more than approximately 5% of the Issue L Loans by principal balance. Because of the concentrations of the borrowers in the Commonwealth, any adverse economic conditions adversely and disproportionately affecting the Commonwealth may have a greater effect on the repayment of the Issue L Bonds, including the Series 2019 Bonds, than if these concentrations did not exist.

Investigations and Inquiries of the Student Loan Industry

A number of state attorneys general and the U.S. Senate Committee on Health, Education, Labor and Pensions have conducted broad inquiries or investigations of the activities of various participants in the student loan industry, including, but not limited to, activities that may involve perceived conflicts of interest.

There is no assurance that the Authority or the Loan Servicer will not be subject to inquiries or investigations. While the ultimate outcome of any inquiry or investigation cannot be predicted, it is possible that these inquiries or investigations and regulatory developments may materially affect the Authority’s ability to perform its obligations under the Issue L Resolution or the Authority’s ability to pay principal of and interest on the Issue L Bonds, including the Series 2019 Bonds, from assets in the Trust Assets.

The Series 2019 Bonds are Expected to be Issued Only in Book-Entry Form

The Authority expects that the Series 2019 Bonds will be initially represented by certificates registered in the name of Cede & Co., the nominee for DTC, and will not be registered in the name of any holder or the name of its nominee. Unless and until definitive securities are issued, holders of the Series 2019 Bonds will not be recognized by the Trustee as Bondholders as that term is used in the Issue L Resolution and holders of the Series 2019 Bonds will only be able to exercise the rights of Bondholders indirectly through DTC and its participating organizations. See the caption “BOOK-ENTRY ONLY SYSTEM” herein.

THE MEFA FINANCING PROGRAM

General

Under the MEFA Financing Program, the Authority finances MEFA Loans in cooperation with the Participating Institutions. The MEFA Financing Program has been implemented in accordance with the provisions of the applicable Servicing Agreement and the provisions of certain other related

documents (collectively, the “MEFA Program Documents”). The MEFA Financing Program includes the MEFA Loan Program and the MEFA Refinancing Loan Program. The MEFA Loan Program currently offers borrowers only Fixed Rate MEFA Loans. From the 1994-1995 through the 2007-2008 academic years, the MEFA Loan Program also offered borrowers variable rate MEFA Loans.

This Official Statement contains certain historical information relative to the origination and payment experience of the Authority in connection with its previously originated MEFA Loans. Such information is included for general reference purposes only and is not intended as a representation that the origination and payment experience of the Issue L Loan portfolio will be similar to the historical experience of previously originated MEFA Loans during any period or over the respective lives of such MEFA Loans. There can be no assurance that Issue L Loan borrowers will not be subject to different economic conditions than have affected MEFA Loan borrowers during prior periods or that may in the future affect other MEFA Loan borrowers. The actual future performance of the existing portfolio of Issue L Loans may not, in fact, conform to projections based on their past performance and the actual performance of MEFA Loans originated as Issue L Loans may, in fact, be different from that of prior MEFA Loans. The Authority reserves the right to vary the terms and conditions of MEFA Loans upon satisfaction of certain requirements of the Issue L Resolution. See the captions “INVESTMENT CONSIDERATIONS—Future Performance of the Issue L Loan Portfolio May Differ From Historical MEFA Education Loan Performance,” “—Composition and Characteristics of the Issue L Loan Portfolio May Change” and “—General Economic Conditions,” “MEFA EDUCATION LOAN PORTFOLIO” and “ISSUE L LOAN PORTFOLIO” herein.

Additional Issue L Loans are expected to be financed by the Authority under the MEFA Loan Program from proceeds of the Series 2019 Bonds in the Purchase Accounts and other amounts deposited therein in connection with the issuance of Additional Bonds during the respective loan origination periods applicable thereto and from other funds available therefor under the Issue L Resolution. MEFA Loans may also be financed by the Authority from other moneys available to the Authority therefor. The Authority has implemented the MEFA Loan Program as described herein with the assistance of Participating Institutions and the Loan Originating Agent, which will perform credit evaluations during the origination process and after such origination transfer all information necessary to service such MEFA Loan.

The Authority believes that Fixed Rate MEFA Loans will continue to be an attractive source of financial assistance to parents, students and others responsible for paying the costs of higher education and that the Authority will be able to originate and finance additional Fixed Rate MEFA Loans under the MEFA Loan Program notwithstanding the availability of higher education financing from other sources. The Authority believes that there are several sources of competition to the Fixed Rate MEFA Loans, including, but not limited to, the federal Higher Education Act student assistance programs. In addition, there are, or may in the future be, other Authority loan programs offering assistance to finance education costs of students who are residents of or attending school in the Commonwealth. See the captions “SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT” and “INVESTMENT CONSIDERATIONS—Competition May Reduce Demand for or Increase Prepayments on Issue L Loans” herein.

In 2015, the Authority implemented the MEFA Refinancing Loan Program, which includes both fixed rate and variable rate (or floating rate) MEFA Refinancing Loans. Although the Authority does not currently plan to offer additional variable rate MEFA Education Loans other than MEFA Refinancing Loans, it reserves the right to do so if it deems borrower demand and other conditions so warrant. Borrowers are free to choose between MEFA Loans for which they qualify based upon applicable credit criteria.

The Authority established a commercial paper program of \$250 million in 2017 for warehouse funding of MEFA Refinancing Loans, which are made for the purpose of refinancing existing education debt. As of March 29, 2019, the commercial paper program was extended and expanded to a maximum amount not to exceed \$350 million. The program will continue to be the primary funding source for MEFA Refinancing Loans but is also available to fund MEFA Loans, which are made to undergraduate and graduate students who are attending not-for-profit, degree granting educational institutions.

Eligible Borrowers

Borrowers in the MEFA Loan Program have generally been individuals meeting the credit standards established by the Authority for this program. The Authority does not require a co-borrower on MEFA Loans if the student meets the Authority's credit standards, but students may choose to rely on a co-borrower who meets certain credit standards established by the Authority. Typically, a parent or other credit-worthy individual will be the borrower and the student will be a co-borrower on the MEFA Loan. In all cases, the student must be enrolled or admitted to a degree-granting program on at least a half-time basis at a non-profit educational institution, and be in good standing and making satisfactory academic progress, as defined by such institution. Students in the MEFA Loans for Graduate Education Program must be in a program of study leading to a post-baccalaureate degree or engaged in post-doctoral study at a non-profit educational institution. The Authority has established credit guidelines for applicants for specific types of MEFA Loans under the MEFA Loan Program. See the caption "MEFA EDUCATION LOAN ORIGINATION AND SERVICING—MEFA Loan Origination" herein.

Certain information concerning the distribution of currently outstanding Fixed Rate MEFA Loans, at the time of loan origination, between undergraduate and graduate students, between loans that were made to borrowers with and without co-borrowers and among students in Participating Institutions is contained under the caption "MEFA EDUCATION LOAN PORTFOLIO" herein. Such information is included herein for general informational purposes and is not intended as a representation that the distribution of Fixed Rate MEFA Loans to be originated as Issue L Loans will resemble that of previously originated Fixed Rate MEFA Loans. See the captions "MEFA EDUCATION LOAN ORIGINATION AND SERVICING—MEFA Loan Origination—*Credit Evaluation by the Loan Originating Agent,*" "SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT," "INVESTMENT CONSIDERATIONS—Composition and Characteristics of Issue L Loan Portfolio May Change," "THE MEFA FINANCING PROGRAM—Fixed Rate MEFA Loan Terms" and "ISSUE L LOAN PORTFOLIO" herein.

Fixed Rate MEFA Loan Terms

The Authority has covenanted in the Issue L Resolution that Issue L Loans will have scheduled payments of principal and interest or other legally enforceable payment requirements which, together with other money available therefor under the Issue L Resolution, will be at least sufficient to pay when due the Principal Installments or redemption price of and interest on the Issue L Bonds, Program Expenses and Subordinated Program Expenses. The Authority's policy is to set the interest rate and other terms on an annual basis for Fixed Rate MEFA Loans to be originated during the next academic year, although the Authority reserves the right to vary the interest rate or other terms offered on newly originated MEFA Loans during an academic year, and reserves the right to apply amounts available therefor under the Issue L Resolution, including without limitation proceeds of Additional Bonds, to finance Fixed Rate MEFA Loans with interest rate or other terms which vary from those described herein, upon compliance with certain requirements of the Issue L Resolution. Borrower interest rates for the 2019-2020 academic year are expected to be tiered and dependent upon the borrower's or, if applicable, the co-borrower's credit score or other factors as determined by the Authority. The Authority disburses nearly all MEFA Loans in multiple segments. There are currently no borrower benefits offered to borrowers of MEFA

Loans. Borrowers experiencing financial hardship are permitted to apply for a modified payment plan which permits such borrowers to make interest only payments or reduced monthly payment amounts, depending upon the plan. The total maximum period for a borrower using a modified payment plan is 48 months. Participation in a modified payment plan does not extend the original payment term of the MEFA Loan and the MEFA Loan is re-amortized at the end of the modified payment term. Forbearance periods may be granted while a borrower is on active duty military service, for administrative purposes, during a bankruptcy proceeding and upon a death notification.

A MEFA Loan may be forgiven upon the death or permanent disability of the student borrower. The death or permanent disability of a co-borrower will remove the co-borrower from the MEFA Loan, but does not relieve the student borrower's obligation to repay the MEFA Loan. See the captions "THE AUTHORITY," "ESTIMATED SOURCES AND USES OF FUNDS," "SECURITY FOR THE ISSUE L BONDS AND SOURCES OF PAYMENT," "INVESTMENT CONSIDERATIONS—Composition and Characteristics of Issue L Loan Portfolio May Change" and "—Competition May Reduce Demand for or Increase Prepayments on Issue L Loans," "THE MEFA FINANCING PROGRAM—Fixed Rate MEFA Loan Terms" and "—Participating Institutions" herein and "APPENDIX C—SUMMARY OF CERTAIN PROVISIONS OF THE ISSUE L RESOLUTION—Covenants as to the Education Loans" hereto.

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Fixed Rate MEFA Loan Programs — Academic Year 2019-2020¹

Loan Program	Currently expected to be added to Issue L Trust Assets	Interest Rate	Repayment Terms
Fixed Rate Undergraduate MEFA Loan Program (15 yr.-Immediate Repayment Option)	Yes	4.25% to 6.20%	Interest payment and principal repayment begin on the 28th day of the month following the month of the final disbursement. The loan must be fully repaid within 15 years of final disbursement.
Fixed Rate Undergraduate MEFA Loan Program (10 yr.-Immediate Repayment Option)	Yes	3.95% to 5.95%	Interest payment and principal repayment begin on the 28th day of the month following the month of the final disbursement. The loan must be fully repaid within 10 years of final disbursement.
Fixed Rate Undergraduate MEFA Loan Program (Deferment Option)	Yes	5.75% to 7.10%	Full in-school payment deferment option ² , with interest payment and principal repayment beginning 6 months after the student graduates, leaves the program or reduces his/her hours to less than half-time status while in school. The loan must be fully repaid within 15 years of final disbursement. ³
Fixed Rate Undergraduate MEFA Loan Program (Interest-Only Payment Option)	Yes	5.45% to 7.30%	Interest payment begins on the 28th day of the month following the month of the final disbursement and principal and interest repayment begins after the end of the undergraduate Anticipated In-School Period. ⁴ The loan must be fully repaid within 15 years of final disbursement. ³
Fixed Rate Student Alternative Loan Program (Deferment Option)	Yes	5.95% to 7.30%	Full in-school payment deferment option ² , with interest payment and principal repayment beginning 6 months after the student graduates, leaves the program or reduces his/her hours to less than half-time status while in school. The loan must be fully repaid within 15 years of final disbursement. ³ The borrower may request co-applicant release after 48 consecutive on-time payments if meeting then current underwriting standards.
MEFA Loan for Graduate Education - Fixed Rate (Deferment Option)	Yes	5.75% to 7.10%	Full in-school payment deferment option ² , with interest payment and principal repayment beginning 6 months after the student graduates, leaves the program or reduces his/her hours to less than half-time status while in school. The loan must be fully repaid within 15 years of final disbursement. ³
MEFA Loan for Graduate Education - Fixed Rate (Interest-Only Payment Option)	Yes	5.45% to 7.30%	Interest payment begins on the 28th day of the month following the month of the final disbursement and principal and interest begins after the end of the graduate Anticipated In-School Period. ⁶ The loan must be fully repaid within 15 years of final disbursement. ³

¹ Includes only Fixed Rate MEFA Loans pursuant to programs currently expected to be offered during the 2019-2020 academic year.

² Subject to a maximum 5-year deferment period.

³ The interest-only payment option and deferment option do not extend the overall repayment period.

⁴ The undergraduate Anticipated In-School Period begins on the initial disbursement date of the loan and ends on the date which is expected, at the time of origination, to be the first day of the month that follows the anniversary of the final disbursement date of the loan first occurring after the student will have completed his or her current course of study (e.g. for a loan for a freshman, the First day of the month that follows the fourth anniversary of the final disbursement date of the loan), but no later than the first day of the month that follows the fourth anniversary of the loan's final disbursement date.

⁵ Subject to a maximum 3-year deferment period.

⁶ The graduate Anticipated In-School Period begins on the initial disbursement date of the loan and ends on the date which is expected, at the time of origination, to be the first day of the month that follows the anniversary of the final disbursement date of the loan first occurring after the student will have completed his or her current course of study (e.g. for a loan for a First year graduate student, the First day of the month that follows the second anniversary of the final disbursement date of the loan), but no later than the first day of the month that follows the third anniversary of the loan's final disbursement date.

Fixed Rate Undergraduate MEFA Loans and MEFA Loans for Graduate Education may be originated in amounts ranging from a minimum of \$2,000 (\$1,500 at public Participating Institutions) (or such lesser amounts as the Authority may determine from time to time) to a maximum of the cost of attendance for the academic year at the institution in which the student is enrolled, less other financial aid for the year. Such loans may be prepaid in full or in part at any time without penalty. Borrowers are generally required to repay the principal of Undergraduate MEFA Loans and MEFA Loans for Graduate Education in level monthly installments sufficient to amortize the loan over a maximum of 15 years, commencing on the 28th day of the month following the month of the final disbursement date.

If the Interest-Only Payment Option is selected, a borrower is required to pay interest only during an initial period commencing on the 28th day of the month following the month of the final disbursement date and ending on the first day of the month that follows the first anniversary of such disbursement date occurring after the expected completion date, when the loan is made, of the borrower's course of study (the "Anticipated In-School Period"). This Anticipated In-School Period is limited to four years for undergraduate, and three years for graduate students. After the Anticipated In-School Period, such borrowers will pay interest, along with principal, on their Fixed Rate MEFA Loans. The Authority reserves the right, however, to originate MEFA Loans with longer total repayment terms in the future, including MEFA Loans funded through application of proceeds of the Issue L Bonds and of Revenues available under the Issue L Resolution, and to extend, in its discretion, the maximum total repayment term of individual outstanding MEFA Loans subject, in certain cases, to satisfaction of certain requirements of the Issue L Resolution.

The Loan Program Certificate requires that, as of the end of the Loan Origination Period, no more than 49% of MEFA Loans to which the Deferment Option applies and no more than 15% of MEFA Loans to which the Interest-Only Payment Option applies will either be purchased or committed to purchase with the initial deposit to the Applicable Purchase Accounts from the proceeds of the Series 2019 Bonds. This requirement is subject to change upon compliance with certain requirements of the Issue L Resolution.

Participating Institutions

Any non-profit, post-secondary, degree-granting educational institution may participate in the MEFA Loan Program. Educational institutions located outside of the Commonwealth may participate in the MEFA Loan Program with respect to students who are Commonwealth residents.

There are ninety-two (92) Massachusetts institutions currently participating in the MEFA Loan Program. This group of Participating Institutions has remained generally stable over time. Certain information concerning the distribution of currently outstanding Fixed Rate MEFA Loans at the time of loan origination among students attending different Participating Institutions is contained under the caption "MEFA EDUCATION LOAN PORTFOLIO" herein. Such information is included herein for general informational purposes and is not intended as a representation that the distribution of Issue L Loans will resemble that of previously originated Fixed Rate MEFA Loans.

Historical Program Financing Special Redemption Experience

The following chart contains summary historical information concerning the special redemption experience of all publicly marketed fixed rate bonds issued by the Authority to date to fund Fixed Rate MEFA Loans since 1999. Such information is included in this Official Statement for general reference purposes only and not as a representation that the special redemption experience, if any, of the Series 2019 Bonds or any other Issue L Bonds will be consistent with that of bonds that were previously issued by the Authority. The portfolios of MEFA Loans securing such previously issued fixed rate bonds

contain or contained MEFA Loans that were originated on the basis of criteria, and that had terms and conditions, that differ from those of current Issue L Loans. The 2011-2012 academic year was the first for which the Authority offered Fixed Rate MEFA Loans with a 10-year repayment option. In addition, the availability to potential borrowers of other loans, including MEFA Loans, or of other types of student assistance has changed a number of times during the period shown. There can be no assurance that these factors may not affect special redemption experience. See also “APPENDIX F—WEIGHTED AVERAGE LIFE ANALYSIS OF THE SENIOR 2019A TERM BONDS AND THE SENIOR 2019B TERM BONDS” hereto.

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Massachusetts Educational Financing Authority
Special Redemption Experience – Fixed Rate Bonds¹
(As of January 1, 2019) (\$000's)

Calendar Year	Issue E (1999) ²	Issue G (2000) ²	Issue E (2001)	Issue E (2002)	Issue E (2007) ³	Issue H (2008) ⁴	Issue I (2009)	Issue I (2010)	Issue J (2011)	Issue J (2012)	Issue K (2013)	Issue I (2014)	Issue I (2015A)	Issue I (2015-B)	Issue J (2016)	Issue K (2017)	Issue L (2018)
Original Issuance	\$98,065	\$139,890	\$66,775	\$74,565	\$200,000	\$400,000	\$289,005	\$405,000	\$102,870	\$168,335	\$222,035	\$185,700	\$184,760	\$55,000	\$340,000	\$160,515	\$306,345
2002	\$16,070 16%	\$7,990 6%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2003	\$10,910 11%	\$19,830 14%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2004	\$12,385 13%	\$17,325 12%	\$13,245 20%	\$2,090 3%	-	-	-	-	-	-	-	-	-	-	-	-	-
2005	\$7,705 8%	\$13,245 9%	\$4,905 7%	\$5,220 7%	-	-	-	-	-	-	-	-	-	-	-	-	-
2006	\$5,310 5%	\$9,170 7%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2007	\$5,230 5%	\$6,725 5%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2008	\$4,265 4%	\$1,000 1%	\$1,500 2%	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2009	\$3,580 4%	\$2,920 2%	-	-	-	\$206,000 52%	-	-	-	-	-	-	-	-	-	-	-
2010	\$12,115 12%	\$34,110 24%	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2011	-	-	-	-	-	\$31,090 8%	\$19,685 7%	\$29,880 7%	-	-	-	-	-	-	-	-	-
2012	-	-	-	-	-	\$15,380 4%	\$19,115 7%	\$28,885 7%	-	-	-	-	-	-	-	-	-
2013	-	-	-	-	-	\$17,445 4%	\$21,705 8%	\$32,085 8%	-	-	-	-	-	-	-	-	-
2014	-	-	\$9,520 14%	\$5,260 7%	\$19,500 10%	\$17,980 4%	\$19,140 7%	\$28,415 7%	\$7,395 7%	\$11,165 7%	-	-	-	-	-	-	-
2015	-	-	-	-	\$35,400 18%	\$18,320 5%	\$20,885 7%	\$31,740 5%	\$8,510 8%	\$12,850 7%	\$14,700 8%	\$2,000 1%	-	-	-	-	-
2016	-	-	-	-	\$145,100 73%	\$19,150 5%	\$15,100 5%	\$21,675 5%	\$12,740 12%	\$19,235 11%	\$19,540 9%	\$2,425 1%	-	-	-	-	-
2017	-	-	-	-	-	\$16,640 4%	\$17,690 6%	\$14,310 4%	\$11,380 11%	\$17,185 10%	\$12,060 5%	\$7,130 4%	17,870 10%	-	-	-	-
2018	-	-	-	-	-	\$57,995 14%	\$18,150 6%	\$27,850 7%	\$5,175 5%	\$8,045 5%	-	-	-	\$800 1%	\$28,280 8%	-	-
2019	-	-	-	-	-	-	\$8,155 3%	\$11,660 3%	\$2,560 2%	\$4,065 2%	20,640 9%	\$1,480 1%	\$3,705 2	\$700 1%	\$14,375 4%	\$8,860 6%	-
Total Debt Outstanding	\$77,570 \$0	\$112,315 \$0	\$29,170 \$0	\$12,570 \$0	\$200,000 \$0	\$400,000 \$0	\$159,625 \$43,145	\$226,500 \$74,855	\$47,760 \$52,360	\$72,545 \$89,030	\$66,940 \$141,185	\$13,035 \$144,665	\$21,575 \$142,685	\$1,500 \$40,780	\$42,655 \$277,345	\$8,860 \$151,655	\$0 \$306,345

¹ Percentages are calculated on original issuance amounts.

² Issue E of 1999 and Issue G of 2000 were optionally refunded in 2010.

³ Issue E of 2007 was optionally refunded in 2016.

⁴ Issue H was optionally refunded in 2018.

MEFA EDUCATION LOAN ORIGINATION AND SERVICING

The Loan Servicer

PHEAA is the Loan Servicer for the MEFA Financing Program pursuant to a Servicing Agreement, dated April 1, 2018 (the “PHEAA Servicing Agreement”), between the Authority and PHEAA. Prior to PHEAA, Conduent served as the Loan Servicer and the Loan Original Agent for the Authority since January 2003. In 2017, Conduent advised the Authority that it would not renew its contract. See the caption “INVESTMENT CONSIDERATION—The MEFA Education Loans were Only Recently Converted to PHEAA’s Servicing System” herein. The PHEAA Servicing Agreement expires on March 31, 2023, but is subject to automatic renewals unless terminated by either party. The PHEAA Servicing Agreement covers both private loans owned by the Authority, including the Issue L Loans, and FFELP Loans owned by the Authority. The Issue L Resolution permits the appointment of other or additional Loan Servicers, subject to compliance with certain requirements of the Issue L Resolution, and the Authority reserves the right to establish other MEFA Education Loan origination, custody and servicing arrangements in compliance with such requirements.

The following information has been furnished by PHEAA for use in this Official Statement. The Authority does not guarantee or make any representation as to the accuracy or completeness thereof or the absence of material adverse change in such information or in the condition of PHEAA subsequent to the date hereof. In particular, the information under the subheading “Commonwealth of Massachusetts” below represents only the views of PHEAA and not those of the Authority or any other Massachusetts governmental entity.

PHEAA is a body corporate and politic constituting a public corporation and government instrumentality created pursuant to an act of the Pennsylvania Legislature. Under its enabling legislation, PHEAA is authorized to issue bonds or notes, with the approval of the Governor of the Commonwealth of Pennsylvania for the purpose of purchasing, making, or guaranteeing loans. Its enabling legislation also authorizes PHEAA to undertake the origination and servicing of loans made by PHEAA and others. PHEAA’s headquarters are located in Harrisburg, Pennsylvania with regional offices located throughout Pennsylvania.

As of December 31, 2018, PHEAA had approximately 3,000 employees and contractors. PHEAA services student loans through its Commercial Servicing line of business, FedLoan Servicing (“FLS”) line of business and Remote Servicing line of business. The Commercial Servicing line of business services private student loans and Federal Family Education Loan (“FFEL”) program loans for customers which consist of national and regional banks and credit unions, secondary markets, and government entities. The FLS line of business services federally owned FFEL and William D. Ford (“Direct Loan”) program loans. The Remote Servicing line of business provides PHEAA's systems to guarantors, other servicers and Not-for-Profit (“NFP”) servicers, who were awarded servicing contracts under the Direct Loan program for use in servicing student loans.

As of December 31, 2018, PHEAA serviced approximately 9.0 million student borrowers representing an aggregate of approximately \$365.9 billion outstanding principal amount under its Commercial Servicing and FLS lines of business.

Through its Commercial Servicing line of business, PHEAA serviced \$34.7 billion for lenders as of December 31, 2018, with an approximately \$9.3 billion principal balance of private student loans outstanding, which makes PHEAA one of the nation's largest servicers of private student loans.

PHEAA is also one of four primary servicers that were awarded a contract to service Title IV loans owned by the Department of Education. The initial phase of the Title IV Servicing Management contract involved FFEL program loans, which were sold to the Department of Education under the Ensuring Continued Access to Student Loans Act (“ECASLA”). ECASLA gave the Department of Education authority to purchase FFELP Loans from private lenders. In addition, PHEAA began servicing student loans originated under the Direct Loan program during the 2010-2011 academic year. PHEAA’s FLS line of business services the federally owned program loans, and as of December 31, 2018, the portfolio balance of loans and grants serviced by FLS was \$331.2 billion.

Under PHEAA’s Remote Servicing line of business, the remote clients service approximately 3.8 million student loan borrowers representing an approximately \$74.6 billion outstanding principal amount, including \$52.1 billion owned by the Department of Education.

Litigation and Inquiries. PHEAA is subject to various claims, lawsuits and other actions that arise in the normal course of business. PHEAA believes that these claims, lawsuits and other actions will not, individually or in the aggregate, have a material adverse effect on its business, financial condition or results of operations. Most of these matters are claims against its servicing and collection operations by borrowers and debtors alleging the violation of state or federal laws in connection with servicing or collection activities on such borrower’s or debtor’s student loans. In addition, PHEAA is routinely named in lawsuits in which the plaintiffs allege that PHEAA has violated a federal or state law in the process of collecting their accounts.

In the ordinary course of its business, it is common for PHEAA to receive information and document requests and investigative demands from legislative committees and administrative and enforcement agencies. These requests may be informational or regulatory in nature and may relate to PHEAA’s business practices, the industries in which it operates, or other companies with whom it conducts business. PHEAA’s practice has been, and currently is, to cooperate with these bodies and to be responsive to any such requests. However, PHEAA may find it necessary to initiate litigation to enforce its rights, to protect its business operations and practices or to determine the scope and validity of the rights of such bodies. Litigation is costly and time-consuming, and there can be no assurance that PHEAA’s litigation expenses will not be significant in the future or that it will prevail in any such litigation.

Such inquiries and related information demands increase costs and resources PHEAA must dedicate to timely respond to these requests and may, depending on their outcome, result in payments of additional amounts of restitution, fines and penalties in addition to those described under the caption “*Consumer Protection and Similar Laws*” below.

On March 16, 2016, National Collegiate Student Loan Master Trust filed a lawsuit against PHEAA in the Delaware Court of Chancery alleging breach of contract claims under its servicing agreement. On October 2, 2016, PHEAA filed its Answer with Affirmative Defenses and Counterclaim, denying the allegations asserted against it in the Complaint. The pleadings in this matter closed on October 22, 2016. No case management order has yet been entered, and discovery has only just begun, accordingly, it is too soon to predict the likelihood of success in this case. Also, due to the unspecified nature of the alleged breaches, it is not possible to ascertain the amount of any associated damages at this time.

In *U.S. ex. rel. Jon H. Oberg v. Kentucky Higher Ed. Student Loan Corp., et. al.*, Dr. Jon H. Oberg, a former Department of Education employee, filed a False Claims Act (“FCA”) case under seal in the United States District Court for the Eastern District of Virginia against several public and private student loan financing entities. PHEAA was served with a copy of the First Amended Complaint filed by

Oberg on or about September 29, 2009. The First Amended Complaint alleged that the defendants submitted claims to the Department of Education for special allowance payments providing a 9.5% floor on the return on certain loans, including loans that were not eligible for such a special allowance. It further alleged that PHEAA in particular obtained approximately \$92 million in unlawful payments from the Department of Education. The FCA provides for treble damages and civil penalties.

After several appeals, the case was heard on the merits in the Eastern District of Virginia. On December 5, 2017, the jury found in favor of PHEAA. On January 4, 2018, Dr. Oberg filed an appeal to the United States Court of Appeals for the Fourth Circuit from the Final Order dated December 5, 2017. On January 8, 2019, the United States Court of Appeals for the Fourth Circuit affirmed the Final Order entering judgment in favor of PHEAA. Dr. Oberg may ask the Supreme Court of the United States to review the judgment. As of December 31, 2018, and through the date of this disclosure, PHEAA believes it is remote that a loss contingency exists, and will continue to contest this matter vigorously.

Commonwealth of Massachusetts. As a larger participant defined by the CFPB in the market for student loan servicing, PHEAA is the subject of various subpoenas, requests, and actions by various state and federal regulatory bodies. On August 23, 2017, the Commonwealth of Massachusetts (“Massachusetts”), by and through its Attorney General, brought enforcement action pursuant to the Massachusetts Consumer Protection Act, and the Consumer Financial Protection Act against PHEAA, d/b/a Fedloan Servicing. PHEAA does not agree with the allegations made by the Massachusetts Attorney General’s Office with regards to its findings. However, PHEAA remains committed to appropriately resolving any outstanding borrower issues while following the U.S. Department of Education’s policies, procedures, and regulations as mandated by the PHEAA’s federal contracts. PHEAA will continue working with the U.S. Department of Education’s Office of Federal Student Aid (“FSA”) to help resolve any issue identified by the Massachusetts Attorney General. On January 8, 2018, the United States Department of Justice submitted a Statement of Interest on this case. PHEAA filed a motion to dismiss on several grounds which was denied in February, 2018. As of December 31, 2017 and through the date of this disclosure, PHEAA believes it is remote that a loss contingency exists, and will continue to contest this matter vigorously.

In re: FedLoan Servicing, 2:18-md-2833, USDC, EDPA. This matter represents nine separate lawsuits which were consolidated by the Judicial Panel on Multidistrict Litigation due to perceived commonality amongst the claims. Essentially, in each action, borrowers have alleged that PHEAA violated various state consumer-protection laws, as well as tort-based claims such as negligence and misrepresentation, in how PHEAA processed various requests under the federal student loan program related to repayment and forgiveness plans (such as PSLF, TEACH and IBR). This matter is in its infancy. PHEAA believes it is remote that a loss contingency exists, and will continue to contest this matter vigorously.

Consumer Protection and Similar Laws. The CFPB has issued regulations subjecting PHEAA to the supervision of the CFPB as a “larger participant” (as defined for purposes of the Dodd-Frank Act). Applicable regulations provide for the examination and monitoring by the CFPB of larger participants in student loan servicing, such as PHEAA, thus giving the CFPB broad authority to examine, investigate, supervise, and otherwise regulate PHEAA’s business, including the authority to impose fines and require changes with respect to any requirements that the CFPB finds to be unfair, deceptive or abusive. The CFPB seeks to make sure that all relevant federal consumer financial laws are followed by nonbank student loan servicers, such as PHEAA, and that such rules are applied to both federal and private student loans, from origination through servicing to debt collection. The CFPB has substantial power and discretion to define the rights of consumers and the responsibilities of certain entities, such as PHEAA. There is continuing uncertainty regarding how the CFPB’s strategies and priorities will impact PHEAA’s, and other large nonbank student loan servicers’, business and results of operations going forward.

Additionally, the Dodd-Frank Act gives the CFPB authority to pursue administrative proceedings and litigation for violations of federal consumer financial laws. In these proceedings, the CFPB can obtain cease and desist orders (which can include orders for restitution or rescission of contracts, as well as other kinds of affirmative relief) and monetary penalties ranging from \$5,000 per day for minor violations of federal consumer financial laws (including the CFPB's own rules) to \$25,000 per day for reckless violations and \$1 million per day for knowing violations. Also, where an entity has violated Title X of the Dodd-Frank Act (the Consumer Financial Protection Act of 2010) or CFPB regulations under Title X, the Dodd-Frank Act empowers state attorneys general and state regulators to bring civil actions for the kind of cease and desist orders available to the CFPB (but not for civil penalties). If the CFPB or one or more state or other federal officials find that PHEAA or its affiliates have violated the foregoing or other laws, they could exercise their enforcement powers in ways that may have a material adverse effect on PHEAA.

In addition to enforcing consumer financial laws directed at specific loan origination and servicing functions, such as loan disclosures and debt collection procedures, the CFPB is directed to prohibit "unfair, deceptive or abusive" acts or practices, and to ensure that all consumers have access to fair, transparent and competitive markets for consumer financial products and services. The review of services and practices to prevent unfair, deceptive or abusive conduct will be a continuing focus of the CFPB, as well as PHEAA's own internal reviews. Such ongoing internal and regulatory reviews are likely to result in changes in PHEAA's policies and practices, increased costs related to regulatory oversight, compliance, supervision and examination and may result in regulatory actions, including civil monetary penalties.

Since 2013, the CFPB has been a party to numerous public enforcement actions, either independently or in conjunction with other federal and state enforcement agencies, to enforce consumer protection laws within its jurisdiction or to support consumer protection efforts nationwide. The CFPB has also been investigating, based on potentially problematic practices identified by the CFPB or reported by consumers or others or investigations transferred to the CFPB by regulators or other federal agencies, potential violations of federal consumer financial laws. Potential penalties are significant, and several large settlements have been entered into by the CFPB and/or other federal and state agencies with, among others, consumer loan originators, servicers and other consumer credit businesses.

Because such supervision and enforcement authority continues to be subject to intensive rulemaking and public comment, which may result in further regulations and/or regulatory interpretations, PHEAA is unable to predict the final form that this regulatory regime will take or the ultimate effect such supervision or required examinations or enforcement actions, if any, could have on PHEAA's operations. PHEAA's operational expenses will likely increase to address new or additional compliance requirements that could be imposed on PHEAA's operations as a result of these developments and CFPB supervision and examination and, depending on their outcome, result in payments of additional amounts of restitution, fines and penalties in addition to those described above.

In response to the evolving regulatory environment, PHEAA has enhanced its compliance management system, has conducted and continues to conduct internal reviews, and has engaged outside firms to assist in compliance and risk assessments. This initiative has enabled PHEAA to better identify deficiencies in its existing processes, policies and procedures. PHEAA has made a commitment to continue to dedicate significant resources to address and remediate any deficiencies it has identified as well as those which may be identified as a result of future reviews and assessments. Notwithstanding such efforts, it is possible that PHEAA may be found to be out of compliance with certain laws applicable to servicing or originating student loans. Although management of PHEAA does not believe any such deficiencies would materially and adversely affect the ability of PHEAA to perform its obligations as a servicer, such an outcome cannot be assured.

PHEAA Servicing Agreement

With the approval of the PHEAA Servicing Agreement by the Pennsylvania Attorney General, who must review all agreements entered into by PHEAA for form and legality, the Authority entered into the PHEAA Servicing Agreement with PHEAA.

Conversion. In April 2018, the Authority's private student loans, including the Issue L Loans, were converted from the Conduent servicing system to the PHEAA servicing system. The Loan Origination Agent is required to upload documentation relating to future originated Education Loans to an electronic origination platform separately licensed by Entech Consulting, LLC to the Authority, which is programmed to submit completed origination files to PHEAA. PHEAA agrees to accurately convert the Authority's education loan data necessary for servicing under the PHEAA Servicing Agreement onto the PHEAA servicing system and is responsible for servicing such loans from the date of receipt of the applicable original file. After the conversion of the applicable education loan files, PHEAA is required to prepare and forward to the Authority, within thirty (30) to sixty (60) days, a loan level exceptions list (an "Exceptions List") which identifies missing and/or incomplete information with respect to each file. PHEAA has no liability either to the Authority or any individual borrower resulting from any missing or incomplete data identified on the applicable Exceptions List. In addition, PHEAA has no liability to the Authority for incorrect billing and/or reporting when caused by the Authority's transfer of inaccurate data to PHEAA. Under the PHEAA Servicing Agreement, the Authority agrees to correct any missing, incomplete, or inaccurate information identified on any Exceptions List within thirty (30) days, and if it fails to do so, PHEAA may decline responsibility for servicing the applicable loan, subject to the Authority's right to subsequently resubmit the loan to PHEAA for servicing together with the missing, incomplete, or inaccurate information.

Term. The PHEAA Servicing Agreement has an initial term of five years, ending March 31, 2023, and is subject to automatic annual renewals thereafter, unless terminated by either party pursuant to the terms thereof. The PHEAA Servicing Agreement may be terminated at the option of the Authority or PHEAA upon certain uncured defaults by the other party or upon the occurrence of certain events.

Collections. All funds received by PHEAA with respect to any loans serviced under the PHEAA Servicing Agreement, whether attributable to principal or interest or late fees, shall be received in trust for the benefit of the Authority and will be deposited in a PHEAA-owned and maintained clearing account. Within an average of two (2) Business Days of receipt of any funds from the applicable borrower, all cleared, available and identified funds for the Authority's loans will be electronically transmitted to Authority's designated bank account (including the Trustee with respect to the Issue L Loans).

Fees. PHEAA will provide all aspects of the services at its sole cost and expense, except as otherwise provided by the PHEAA Servicing Agreement, and will be compensated by the Authority at the rates set forth in a fee schedule attached to the PHEAA Servicing Agreement. Such fees may be increased annually, subject to certain limitations in the PHEAA Servicing Agreement.

PHEAA Liability. To the extent permitted by applicable law, PHEAA is required to indemnify the Authority and hold it harmless against any third party claim, loss, liability or expense, and costs (collectively, a "Loss"), incurred by the Authority which arises out of or relates to PHEAA's (i) failure to perform its duties and service the loans thereunder in compliance with the terms of the PHEAA Servicing Agreement, (ii) breach of the representations or warranties made by PHEAA under the PHEAA Servicing Agreement, (iii) release of sensitive customer information; provided, however, that this provision shall take effect as of the date on which each individual loan is serviced by PHEAA, or (iv) loss or destruction of records or data in its possession, control or custody that renders a loan uncollectible and unenforceable.

Nothing in the PHEAA Servicing Agreement shall constitute a waiver of the sovereign immunity of the Commonwealth of Pennsylvania.

MEFA Loan Origination

Under the Loan Origination Agreement, Entech, as the Loan Originating Agent, is currently responsible for processing applications for MEFA Loans, reviewing required documentation prior to the Authority's origination of a MEFA Loan, and, after such origination, transferring all information necessary to service the MEFA Loan.

Entech (www.entech.com), operates a turnkey solution for education loan providers. Entech offers lenders a full range of loan lifecycle options for all types of consumer lending from loan application through funds disbursement. Entech's services include, but are not limited to, loan application customization and branding, credit check, fraud detection, customer care, electronic document management, flexible underwriting configurations, branch support, voice response system, mail services, check writing, disclosure management, loan disbursement, reporting, and loan analytics.

Applications for MEFA Loans are submitted directly to the Loan Originating Agent and are processed according to guidelines established by the Authority. The Loan Originating Agent completes a credit evaluation for each initial MEFA Loan application by a borrower. For any subsequent MEFA Loan, a previously eligible borrower is again subject to credit evaluation by the Loan Originating Agent.

The Authority encourages Participating Institutions and prospective MEFA Loan borrowers to consider other forms of student assistance that it believes may be economically advantageous to prospective borrowers as alternative means of funding the costs of post-secondary education, both in the context of MEFA Loan marketing and as part of the application processes. The Authority has also established tuition savings and tuition prepayment programs to permit families to reduce their need for loans and other student assistance to fund such costs.

Credit Evaluation by the Loan Originating Agent. The Loan Originating Agent must review all MEFA Loan applications it receives. The Loan Originating Agent's primary responsibility during the loan origination process is to perform a credit analysis of the applicant. The Loan Originating Agent's review must be conducted as described below.

With respect to all MEFA Loan applications, the Loan Originating Agent will request one or more credit bureau reports on the applicant and any co-applicant. The Loan Originating Agent cannot base its credit analysis on any credit report dated more than forty-five (45) days before the date of approval of the application by the Loan Originating Agent.

In conducting its credit analysis, the Loan Originating Agent will use a combination of credit scoring and a review of application data. For newly originated Issue L Loans, unless changed by the Authority upon compliance with certain Issue L Resolution requirements, the credit requirements include that a qualified borrower or a co-borrower must have a minimum FICO Score of 670 for MEFA Loans with an Immediate Repayment Option, a minimum FICO score of 690 for MEFA Loans with an Interest-Only Payment Option, and a minimum FICO score of 710 for fully deferred MEFA Loans. A FICO Score is any of several generally similar numeric measures of projected consumer credit risk, each of which was created by Fair Isaac Corporation for use by one of several consumer credit reporting agencies on the basis of information concerning an individual borrowing and repayment history that has been received by the respective consumer credit reporting agency from lenders. FICO Scores are based upon a number of time-weighted factors and range from 300-850, with higher scores reflecting more favorable projected credit risk. The student or co-borrower, if any, must also meet a minimum income

requirement equal to the most recently published federal poverty guideline for a family of four. Neither the use of FICO Scores, or of a particular FICO Score threshold in connection with credit analysis for loan origination purposes, nor the use of a minimum income requirement, however, guarantees any particular level of repayment performance for the resulting loan portfolio.

MEFA reserves the right to increase or, upon compliance with certain requirements of the Issue L Resolution, to decrease the FICO Score thresholds used in connection with Issue L Loan credit analysis, or to otherwise change the credit analysis procedures applicable to MEFA Loans, including Issue L Loans. Such information is included herein for general informational purposes and is not intended as a representation that the credit characteristics of Issue L Loans will resemble those of previously originated Fixed Rate MEFA Loans. Certain existing Issue L Loans were originated on the basis of credit criteria that included lower FICO Score thresholds. See the caption “ISSUE L LOAN PORTFOLIO” herein.

If any of the following circumstances exist without an explanation satisfactory to the Authority, the Authority may in its reasonable judgment reject the application: excessive payment delinquencies; garnishment; attachment; repossession; or legal proceedings against the applicant or co-applicant which may affect the borrower’s ability to repay or the Authority’s ability to collect a MEFA Loan. In addition, the absence of a credit history may be grounds for denial of a MEFA Loan.

The Authority may reject an application for reasons other than failure to meet the specific credit requirements outlined above, provided that the Authority’s rejection is in accordance with applicable law. See the caption “MEFA Loan Servicing” below.

Evaluation and Certification by the Participating Institution. Participating Institutions are required to reject, or to cause the Loan Originating Agent to reject, an application for a MEFA Loan if the information contained in the application indicates that the applicant, co-applicant and/or student has ever defaulted on any educational assistance loans or failed to refund an educational grant required to be refunded or is currently in arrears to the Participating Institution in an amount in excess of \$100 for a previous academic year and the Participating Institution has demanded payment. The authorized representatives of the Participating Institutions certify certain information regarding the MEFA Loans, including: (i) that the student is enrolled on at least a half-time basis, is making satisfactory academic progress as defined by Participating Institution and is not known to have defaulted on any other education loan; and (ii) that the loan applied for does not exceed the difference between the student’s cost of attendance and other financial aid. After such certification, the loan is processed through the Loan Originating Agent’s origination system. Subsequent to such loan processing by the Authority, the Authority will direct the Trustee to transfer funds to the Disbursing Agent. The Disbursing Agent will then transfer such funds received from the Authority to the Participating Institution for credit to the student’s account. All credit agreements of borrowers are delivered by such borrowers directly to the Loan Originating Agent which transfers such credit agreements to the Loan Servicer in its capacity as custodian on behalf of the Trustee.

MEFA Loan Servicing

Role of the Loan Servicer. As described under the caption “MEFA Loan Origination—*Credit Evaluation by the Loan Originating Agent*” above, the Loan Originating Agent assists the Authority in the evaluation of applicants for MEFA Loans by performing a credit analysis of each applicant. After origination by the Authority, MEFA Loans will be serviced in accordance with the PHEAA Servicing Agreement. The Loan Servicer is required to prepare and deliver to each borrower a periodic billing invoice, for the repayment of MEFA Loans and to use its best efforts to collect all payments of principal of and interest on the MEFA Loans. See the caption “PHEAA Servicing Agreement” above.

Servicing activities of PHEAA under the PHEAA Servicing Agreement include maintaining all records of the origination and payment of MEFA Loans, mailing invoices to borrowers, preparing activity and status reports for the Authority and for Participating Institutions, following procedures required under the Servicing Guidelines including procedures for delinquent MEFA Loans and responding to inquiries and complaints pertaining to the MEFA Loan Programs from Participating Institutions, borrowers, the Trustee and the Authority.

The Loan Servicer plays a key role in the MEFA Loan Program and the performance of the Loan Servicer is closely monitored at all times by the Authority. The PHEAA Servicing Agreement and the Servicing Guidelines specify the duties, obligations and functions of the Loan Servicer.

The Loan Servicer is required to service delinquent MEFA Loans so as to enable, to the maximum extent possible, payment in full of such MEFA Loans on their respective original repayment schedules. The Loan Servicer must notify the borrower of the delinquency by multiple communication channels at specified intervals, all as set forth in the Servicing Guidelines.

The Loan Servicer's duties include recording all payments and all adjustments including overpayments and prepayments of MEFA Loans and any forgiveness of MEFA Loans. The Loan Servicer is also required to maintain files concerning each MEFA Loan, preparing and maintaining appropriate accounting records with respect to all transactions related to each MEFA Loan, maintaining backups and a disaster recovery plan pertaining to all MEFA Loans.

Collections and Defaults. When a MEFA Loan is one hundred eighty (180) days past due (or such other date as the Authority may determine in compliance with applicable Issue L Resolution requirements), it is generally deemed to be "Defaulted" and the Loan Servicer is required to cease contact with the borrower unless and until instructed otherwise by the Authority or the Trustee. The Authority and the Loan Servicer continuously work with individual borrowers in order to bring MEFA Loans current prior to their being deemed Defaulted. See the caption "INVESTMENT CONSIDERATIONS—Changes in Relevant Laws," "MEFA EDUCATION LOAN PORTFOLIO" and "ISSUE L LOAN PORTFOLIO" herein.

MEFA EDUCATION LOAN PORTFOLIO

General

Since the inception of the MEFA Loan Program in 1983, the volume, number of borrowers, number of Participating Institutions, and the types of MEFA Loans offered have expanded significantly. In 1983, thirteen (13) independent institutions participated in the program and 1,230 borrowers received MEFA Loans financed through the Authority. Public institutions began participating in 1984. In the same year, the Authority introduced the MEFA Loans for Graduate Education Program for independent students. Participation by students at public institutions in the MEFA Loan Program has generally increased since 1984. As of the 2018-2019 academic year, ninety-two (92) independent and public Massachusetts institutions are expected to participate in the MEFA Loan Program. Annual MEFA Loan volume is projected to be approximately \$230* million for the current academic year of 2018-2019.

The average size of MEFA Loans has grown steadily since 1983, reflecting rising education costs. The average initial principal amount of MEFA Loans financed during the 1983-84 academic year was \$6,120. The average initial principal amounts of Undergraduate MEFA Loans and of MEFA Loans

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for Graduate Education financed during the 2018-2019 academic year through January 31, 2019 were approximately \$15,540 and \$14,370, respectively.

The MEFA Refinancing Loan Program was initiated in late 2015, and limited life of loan data is currently available as to the portfolio.

It is the Authority's standard practice to treat a MEFA Loan as Defaulted for the purposes of the Issue L Resolution and its other bond programs when such loan becomes over 180 days past due. However, in certain limited circumstances, the Authority will not treat a MEFA Loan as Defaulted during a period of up to two years following the date it becomes over 180 days past due if: (i) the borrower has agreed to, and is complying with, a modified payment plan that is acceptable to the Authority and has agreed to bring the MEFA Loan current by the end of such two year period; or (ii) the Authority has reason to believe the delinquency is due to temporary circumstances and that the delinquency is likely to be cured during such two year period. It is also the Authority's practice, in certain circumstances, not to treat a MEFA Loan as Defaulted while a bankruptcy proceeding involving the borrower is pending. However, because MEFA Loans generally are non-dischargeable in bankruptcy, payments on MEFA Loans of some borrowers in bankruptcy proceedings are kept current, and in such cases it is the Authority's practice not to treat such MEFA Loans as Defaulted or delinquent. When a MEFA Loan becomes Defaulted it is the Authority's standard practice to refer the default to a collection agent or an attorney. The Authority retains continuous oversight and responsibility for enforcement and settlement decisions related to defaulted and bankrupt accounts.

The following chart shows the dollar amount of applications received, disbursement volume and principal balance outstanding since the 2014-2015 academic year under the MEFA Loan Program.

**Massachusetts Educational Financing Authority
Historic Application and Disbursement Volume
All MEFA Loans
(\$ 000's)**

<u>Year</u>	<u>Application Volume</u> ¹	<u>Disbursement Volume</u> ²	<u>Total Outstanding Principal Balance</u> ³
2014-2015	\$296,000	\$189,000	\$1,332,000
2015-2016	311,000	198,000	1,324,000
2016-2017	325,000	216,000	1,319,000
2017-2018	346,000	229,000	1,316,000
2018-2019 ⁴	375,000	186,000	1,369,000

¹ Application volume occurred between the period of April 1 through March 31 for each year except 2018-2019, which is through January 31, 2019.

² Disbursement volume occurred between the period of July 1 through June 30 for each year except 2018-2019, which is through January 31, 2019.

³ Outstanding Principal Balances are as of June 30th for each Fiscal Year except 2018-2019, which is as of January 31, 2019.

⁴ As of January 31, 2019, projected Disbursement Volume for 2018-2019 is approximately \$230,000,000. This estimated financial data has been prepared by, and is the responsibility of, the Authority's management. PricewaterhouseCoopers LLP has not audited, reviewed, compiled or performed any procedures with respect to the accompanying estimated financial data. Accordingly, PricewaterhouseCoopers LLP does not express an opinion or any other form of assurance with respect thereto.

The following chart contains information regarding the historic distribution of all MEFA Loans disbursed by repayment option. The percentages represent the portion for each repayment option for all MEFA Loans disbursed for that disbursement year.

**Massachusetts Educational Financing Authority
Historic MEFA Loan Disbursements by Repayment Option
All MEFA Loans**

Disbursement Years¹	Immediate Repayment	Interest-Only Payment	Total In-School Payment²	Deferment	Total
2014-2015	36.4%	14.6%	51.1%	49.0%	100%
2015-2016	38.1	15.0	53.2	46.8	100
2016-2017	36.4	14.9	51.4	48.6	100
2017-2018	35.7	15.1	50.8	49.2	100
2018-2019	41.1	12.1	53.2	46.8	100
Weighted Average			49.7%	50.3%	100%

¹ Disbursement years are from July 1 to June 30 for each year except 2018-2019, which is through January 31, 2019.

² Total In-School Payment includes Immediate Repayment and Interest-Only Payment Options.

Fixed Rate MEFA Loan Portfolio

This caption provides information relating to the historical results of the Fixed Rate MEFA Loan Portfolio. The distribution, default and delinquency information included relates to Fixed Rate MEFA Loans originated through application of proceeds of the Authority's Issue E Bonds, Issue G Bonds, Issue H Bonds, Issue I Bonds, Issue J Bonds, Issue K and Issue L Bonds. The Authority believes that Fixed Rate MEFA Loans originated throughout the history of the MEFA Loan Program have experienced to date substantially similar patterns and rates of delinquency and gross default.

The Authority began originating Fixed Rate MEFA Loans in 1983 and since that time has issued numerous series of bonds under numerous bond resolutions to finance Fixed Rate MEFA Loans. Over time, the volume, number of borrowers, number of Participating Institutions, and the types of MEFA Loans offered has expanded significantly. The average FICO score that was applicable to approved Fixed Rate MEFA Loans, at the time of origination, was 752 for the 2013-2014 academic year, 751 for the 2014-2015 academic year, 749 for the 2015-2016 academic year, 749 for the 2016-2017 academic year, 750 for the 2017-2018 academic year and 751 for the 2018-2019 academic year through January 31, 2019.

For Fixed Rate Loans to be originated as Issue L Loans for the 2019-2020 academic year, the minimum FICO score will be 670 for MEFA Loans with an Immediate Repayment Option, a minimum FICO Score of 690 for MEFA Loans with an interest-only payment option, and a minimum FICO score of 710 for fully deferred MEFA Loans unless changed by the Authority upon compliance with certain requirements of the Issue L Resolution.

The following chart contains information regarding the recent application receipt and approval experience of the Authority with respect to Fixed Rate MEFA Loans.

	Approved Application Timing¹ (Academic Year <u>2017-2018</u>)	Approved Application Timing¹ (Academic Year <u>2018-2019</u>)³	\$ Amount of Approved Applications² (Academic Year <u>2018-2019</u>)³
April	3.0%	2.7%	\$ 6,800,000
May	7.2	7.0	16,200,000
June	17.9	16.3	40,100,000
July	54.0	53.0	121,100,000
August	80.0	79.1	179,300,000
September	82.6	82.3	185,200,000
October	84.1	84.0	188,500,000
November	87.0	86.7	195,000,000
December	92.5	92.6	207,400,000
January	98.5	98.3	220,900,000
February	99.2	99.1	222,400,000
March	100.0	100.0	224,200,000

¹ Cumulative approved applications received by the Authority in the April through March application cycle for 2017-2018 and through January 31, 2019 for 2018-2019, with assumed amounts for February and March 2019; percentages reflect rounding.

² Cumulative approved applications represent the projected timing of approved applications for the Authority in the most recent application cycle.

³ This estimated financial data has been prepared by, and is the responsibility of, the Authority's management. PricewaterhouseCoopers LLP has not audited, reviewed, compiled or performed any procedures with respect to the accompanying estimated financial data. Accordingly, PricewaterhouseCoopers LLP does not express an opinion or any other form of assurance with respect thereto.

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The following chart contains information concerning the distribution of currently outstanding Fixed Rate MEFA Loans among students attending those Participation Institutions that represent the top 20 institutions as measured by outstanding principal balance.

**Distribution of the Fixed Rate MEFA Loan Portfolio by Participating Institution
(As of January 31, 2019)¹**

<u>Participating Institution²</u>	<u>Number of Loans</u>	<u>Approximate Principal Balance</u>	<u>Approximate Percent by Principal</u>
University of Massachusetts at Amherst	9,480	\$90,050,000	6.92%
Boston University	4,325	64,163,000	4.93
Northeastern University	3,061	41,936,000	3.22
University of New Hampshire	2,287	33,138,000	2.55
Massachusetts College of Pharmacy & Health Science	1,887	31,321,000	2.41
Boston College	2,113	30,933,000	2.38
Suffolk University	2,472	30,096,000	2.31
University of Massachusetts Lowell	3,383	29,288,000	2.25
Wentworth Institute of Technology	2,202	29,053,000	2.23
Merrimack College	1,885	25,834,000	1.98
College of the Holy Cross	1,626	25,781,000	1.98
University of Massachusetts Dartmouth	3,057	24,322,000	1.87
Bentley University	1,574	24,221,000	1.86
Bridgewater State University	3,092	23,384,000	1.80
Curry College	1,488	21,723,000	1.67
Western New England University	1,554	20,517,000	1.58
Worcester Polytechnic Institute	1,198	19,153,000	1.47
Assumption College	1,490	18,157,000	1.39
Emmanuel College	1,358	17,070,000	1.31
Bryant University	891	16,295,000	1.25
Other	<u>55,543</u>	<u>685,176,000</u>	<u>52.64</u>
Total	<u>105,966</u>	<u>\$1,301,612,000</u>	<u>100.00%</u>

¹ Reflects Fixed Rate MEFA Loans funded from Education Loan Revenue Bonds, Issue E, Issue G, Issue H, Issue I, Issue J, Issue K and Issue L.

² Listed Participating Institutions represent approximately 47% of Principal Balance Outstanding.

The following chart contains information concerning the distribution of currently outstanding Fixed Rate MEFA Loans, at the time of loan origination, between undergraduate and graduate students.

**Distribution of the Fixed Rate MEFA Loan Portfolio by Undergraduate and Graduate Status
(As of January 31, 2019)¹**

<u>Academic Program Type</u>	<u>Number of Loans</u>	<u>Approximate Principal Balance</u>	<u>Approximate Percent by Principal</u>
Undergraduate	101,635	\$1,256,480,000	96.53%
Graduate	<u>4,331</u>	<u>45,132,000</u>	<u>3.47%</u>
Total	<u>105,966</u>	<u>\$1,301,612,000</u>	<u>100.00%</u>

¹ Reflects Fixed Rate MEFA Loans funded from Education Loan Revenue Bonds, Issue E, Issue G, Issue H, Issue I, Issue J, Issue K and Issue L.

The following chart contains information concerning the distribution of currently outstanding Fixed Rate MEFA Loans that were made to borrowers with and without co-borrowers, at the time of origination, between graduate and undergraduate students.

**Distribution of the Fixed Rate MEFA Loan Portfolio by Co-Borrower Status
(As of January 31, 2019)¹**

<u>Co-Borrower Status</u>	<u>Number of Loans</u>	<u>Approximate Principal Balance</u>	<u>Approximate Percent by Principal</u>
Co-Borrower:			
Undergraduate	100,365	\$1,245,724,000	95.71%
Graduate	<u>2,798</u>	<u>30,699,000</u>	<u>2.36</u>
Subtotal	103,163	\$1,276,422,000	98.06%
Non Co-Borrower:			
Undergraduate	1,270	\$10,757,000	0.83%
Graduate	<u>1,533</u>	<u>14,433,000</u>	<u>1.11</u>
Subtotal	<u>2,803</u>	<u>\$25,190,000</u>	<u>1.94%</u>
Total	<u>105,966</u>	<u>\$1,301,612,000</u>	<u>100.00%</u>

¹ Reflects Fixed Rate MEFA Loans funded from Education Loan Revenue Bonds, Issue E, Issue G, Issue H, Issue I, Issue J, Issue K and Issue L.

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MASSACHUSETTS EDUCATIONAL FINANCING AUTHORITY
Delinquency Experience (Fixed Rate MEFA Loans with a FICO Score of 670 or Greater)^{1,2,3}
(As of December 31, 2018)
(\$ 000's)

Delinquency Status (Days)	December 31, 2018		December 31, 2017		December 31, 2016		December 31, 2015		December 31, 2014	
	Principal Balance Outstanding	% to Total in Repayment	Principal Balance Outstanding	% to Total in Repayment	Principal Balance Outstanding	% to Total in Repayment	Principal Balance Outstanding	% to Total in Repayment	Principal Balance Outstanding	% to Total in Repayment
Current	\$948,199	96.9%	\$925,674	96.0%	\$907,015	96.5%	\$893,547	95.6%	\$859,355	95.0%
31-60	13,005	1.3	21,674	2.2	17,670	1.9	22,017	2.4	24,092	2.7
61-90	5,918	0.6	6,074	0.6	5,044	0.5	5,871	0.6	7,111	0.8
91-120	3,969	0.4	3,063	0.3	3,153	0.3	3,678	0.4	4,214	0.5
121-150	2,946	0.3	2,720	0.3	1,775	0.2	3,500	0.4	2,463	0.3
Greater Than 150	4,445	0.5	5,100	0.5	4,893	0.5	6,335	0.7	7,123	0.8
Total	<u>\$978,482</u>	<u>100.0%</u>	<u>\$964,304</u>	<u>100.0%</u>	<u>\$939,550</u>	<u>100.0%</u>	<u>\$934,947</u>	<u>100.0%</u>	<u>\$904,358</u>	<u>100.0%</u>

¹ Reflects Fixed Rate MEFA Loans funded from Education Loan Revenue Bonds, Issue E, Issue G, Issue H, Issue I, Issue J, Issue K and Issue L.

² Included in "Greater than 150" days delinquent category are loans in bankruptcy proceedings approximately as follow (\$000s): \$1,664 for December 31, 2017, \$2,300 for December 31, 2016, \$2,371 for December 31, 2015 and \$2,385 for December 31, 2014.

³ Due to a servicing conversion in 2018, the methodology for recording bankruptcies has changed to distribute accordingly throughout the December 31, 2018 data.

Massachusetts Educational Financing Authority
Default Experience (Fixed Rate MEFA Loans with FICO Scores of 670 or Greater)^{1,2}
(As of December 31, 2018)
(\$000's)

	<u>2018^{3,4}</u>	<u>2017³</u>	<u>2016³</u>	<u>2015³</u>	<u>2014³</u>
Gross Loan Defaults	\$16,907	\$8,598	\$10,296	\$9,097	\$10,949
Net Recoveries	<u>2,487</u>	<u>2,225</u>	<u>2,549</u>	<u>2,686</u>	<u>3,104</u>
Net Loan Defaults	<u>\$14,420</u>	<u>\$6,373</u>	<u>\$7,746</u>	<u>\$6,412</u>	<u>\$7,845</u>
Net Loan Defaults as a percentage of average loans in repayment	1.49%	0.66%	0.82%	0.69%	0.90%
Average Loans in Repayment ¹	\$970,269	\$958,772	\$944,563	\$925,523	\$867,414

¹ Defaults, Recoveries and Loans in Repayment for Fixed Rate MEFA Loans funded from Education Loan Revenue Bonds, Issue E, Issue G, Issue H, Issue I, Issue J, Issue K and Issue L.

² Some prior year figures have been revised to reflect current methodology.

³ For the calendar year ended December 31.

⁴ MEFA Loan portfolio performance for the most recently reported period occurred during a timeframe in which the Authority converted the servicing of its loan portfolio from Conduent to PHEAA.

MASSACHUSETTS EDUCATIONAL FINANCING AUTHORITY
Static Pool Cohort Default Analysis
Fixed Rate MEFA Loans Immediate Repayment (670+), Interest Only (690+) and Deferred Repayment (710+)¹
(As of December 31, 2018)

Repayment Year	Disbursed Principal Entering Repay (\$000,000)	Repayment Year of Default															Totals	
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14		15
1997	\$37	0.00%	0.00%	0.00%	0.11%	0.05%	0.06%	0.06%	0.11%	0.06%	0.09%	0.03%	0.12%	0.06%	0.01%	0.01%	0.02%	0.77%
1998	\$79	0.00%	0.00%	0.00%	0.04%	0.13%	0.13%	0.19%	0.13%	0.18%	0.06%	0.09%	0.07%	0.06%	0.05%	0.02%	0.02%	1.17%
1999	\$95	0.00%	0.00%	0.01%	0.03%	0.11%	0.22%	0.21%	0.19%	0.11%	0.09%	0.06%	0.10%	0.05%	0.03%	0.05%	0.00%	1.26%
2000	\$105	0.00%	0.00%	0.02%	0.10%	0.22%	0.24%	0.20%	0.12%	0.15%	0.13%	0.11%	0.03%	0.03%	0.01%	0.00%	0.00%	1.49%
2001	\$109	0.00%	0.00%	0.06%	0.17%	0.15%	0.17%	0.19%	0.16%	0.15%	0.16%	0.18%	0.03%	0.07%	0.00%	0.05%	0.02%	1.58%
2002	\$82	0.00%	0.01%	0.16%	0.09%	0.23%	0.19%	0.35%	0.19%	0.22%	0.25%	0.07%	0.08%	0.03%	0.08%	0.03%	0.04%	2.02%
2003	\$59	0.00%	0.04%	0.18%	0.31%	0.24%	0.25%	0.31%	0.36%	0.24%	0.07%	0.05%	0.06%	0.12%	0.06%	0.02%	0.02%	2.34%
2004	\$53	0.00%	0.00%	0.34%	0.24%	0.35%	0.56%	0.50%	0.32%	0.15%	0.11%	0.16%	0.11%	0.03%	0.03%	0.04%	0.01%	2.95%
2005	\$22	0.00%	0.14%	0.16%	0.36%	0.57%	0.50%	0.30%	0.19%	0.22%	0.05%	0.33%	0.07%	0.04%	0.01%	0.10%		3.05%
2006	\$70	0.00%	0.16%	0.86%	0.80%	0.94%	0.34%	0.21%	0.20%	0.09%	0.16%	0.06%	0.02%	0.01%	0.09%			3.96%
2007	\$125	0.00%	0.32%	0.70%	0.87%	0.78%	0.41%	0.31%	0.27%	0.15%	0.07%	0.08%	0.02%	0.06%				4.05%
2008	\$168	0.00%	0.20%	1.15%	0.81%	0.45%	0.45%	0.34%	0.13%	0.13%	0.12%	0.10%	0.10%					3.99%
2009	\$94	0.00%	0.27%	1.85%	1.32%	0.55%	0.27%	0.24%	0.42%	0.38%	0.11%	0.14%						5.55%
2010	\$172	0.00%	0.24%	1.47%	0.84%	0.73%	0.46%	0.25%	0.20%	0.19%	0.24%							4.63%
2011	\$189	0.00%	0.59%	2.68%	0.87%	0.91%	0.44%	0.40%	0.23%	0.45%								6.57%
2012	\$164	0.00%	0.50%	1.71%	0.97%	0.71%	0.38%	0.58%	0.55%									5.39%
2013	\$181	0.00%	0.31%	1.83%	0.54%	0.71%	0.32%	0.56%										4.27%
2014	\$215	0.00%	0.31%	1.30%	0.91%	0.32%	0.80%											3.64%
2015	\$213	0.00%	0.36%	1.11%	0.65%	0.78%												2.91%
2016	\$207	0.00%	0.28%	1.04%	1.15%													2.47%
2017	\$236	0.00%	0.27%	2.15%														2.42%
2018 ²	\$226	0.00%	0.20%															0.20%

¹ • FICO scores are based on the greater of the borrower or co-borrower score as of the original application date.
• Includes both undergraduate and graduate programs and both co-signed and non-co-signed loans.
• Terms and calculations of the default statistics are defined as follows:
• Repayment Year – The calendar year that the loans entered repayment.
• Original Note Value Entering Repayment – The amount of principal entering repayment in a given year based on the disbursed principal including any interest capitalization at repayment.
• Years in Repayment – Measured in years between repayment start date and default date with zero representing any defaults prior to the start of repayment.
• Periodic Defaults – Defaulted principal in each Year of Repayment as a percentage of the Original Note Value Entering Repayment in each Repayment Year, includes any interest capitalization that occurred prior to default and is not reduced by any amount of recoveries after the loan defaulted.
• Total – The sum of the Periodic Defaults across Years in Repayment for each Repayment Year (Totals may not foot due to rounding).

² MEFA Loan portfolio performance for the most recently reported period occurred during a timeframe in which the Authority converted the servicing of its loan portfolio from Conduent to PHEAA.

Fixed Rate MEFA Loans Immediate Repayment (670+) and Interest Only (690+)¹
(As of December 31 2018)

Repayment Year	Disbursed Principal Entering Repay (\$000,000)	Repayment Year of Default															Totals	
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14		15
1997	\$37	0.00%	0.00%	0.00%	0.11%	0.05%	0.06%	0.06%	0.11%	0.06%	0.09%	0.03%	0.12%	0.06%	0.01%	0.01%	0.02%	0.77%
1998	\$76	0.00%	0.00%	0.00%	0.04%	0.14%	0.14%	0.18%	0.13%	0.19%	0.06%	0.10%	0.07%	0.06%	0.04%	0.02%	0.02%	1.19%
1999	\$85	0.00%	0.00%	0.01%	0.03%	0.12%	0.15%	0.23%	0.20%	0.12%	0.10%	0.07%	0.10%	0.05%	0.03%	0.06%	0.00%	1.27%
2000	\$89	0.00%	0.00%	0.01%	0.05%	0.21%	0.27%	0.23%	0.14%	0.17%	0.12%	0.13%	0.11%	0.04%	0.03%	0.01%	0.01%	1.53%
2001	\$85	0.00%	0.00%	0.02%	0.06%	0.10%	0.22%	0.11%	0.16%	0.19%	0.15%	0.10%	0.03%	0.07%	0.01%	0.06%	0.02%	1.28%
2002	\$59	0.00%	0.01%	0.03%	0.07%	0.26%	0.18%	0.42%	0.22%	0.30%	0.28%	0.06%	0.11%	0.04%	0.10%	0.04%	0.04%	2.16%
2003	\$36	0.00%	0.00%	0.11%	0.40%	0.32%	0.39%	0.46%	0.36%	0.19%	0.11%	0.08%	0.10%	0.09%	0.05%	0.04%	0.01%	2.71%
2004	\$35	0.00%	0.00%	0.25%	0.37%	0.43%	0.73%	0.56%	0.15%	0.14%	0.12%	0.09%	0.17%	0.04%	0.03%	0.06%	0.02%	3.15%
2005	\$9	0.00%	0.00%	0.27%	0.51%	0.42%	0.70%	0.71%	0.15%	0.50%	0.07%	0.05%	0.00%	0.09%	0.03%	0.00%		3.50%
2006	\$58	0.00%	0.17%	0.62%	0.97%	0.95%	0.26%	0.23%	0.21%	0.19%	0.19%	0.05%	0.03%	0.01%	0.06%			3.86%
2007	\$102	0.00%	0.25%	0.62%	0.87%	0.80%	0.43%	0.29%	0.19%	0.12%	0.09%	0.06%	0.02%	0.04%				3.77%
2008	\$114	0.00%	0.26%	0.71%	0.68%	0.41%	0.37%	0.25%	0.15%	0.11%	0.09%	0.10%	0.12%					3.25%
2009	\$22	0.00%	0.13%	0.61%	0.55%	0.29%	0.32%	0.15%	0.24%	0.16%	0.13%	0.17%						2.74%
2010	\$68	0.00%	0.36%	0.62%	0.52%	0.81%	0.62%	0.38%	0.15%	0.22%	0.36%							4.03%
2011	\$66	0.00%	0.36%	0.89%	0.80%	0.73%	0.53%	0.52%	0.19%	0.55%								4.55%
2012	\$68	0.00%	0.44%	0.88%	0.73%	0.77%	0.36%	0.27%	0.57%									4.02%
2013	\$76	0.00%	0.29%	0.73%	0.74%	0.36%	0.31%	0.59%										3.02%
2014	\$88	0.00%	0.29%	0.57%	0.28%	0.32%	0.67%											2.12%
2015	\$95	0.00%	0.21%	0.53%	0.45%	0.78%												1.98%
2016	\$104	0.00%	0.30%	0.49%	0.94%													1.73%
2017	\$108	0.00%	0.13%	0.91%														1.04%
2018 ²	\$115	0.00%	0.24%															0.24%

¹ • FICO scores are based on the greater of the borrower or co-borrower score as of the original application date.
• Includes both undergraduate and graduate programs and both co-signed and non-co-signed loans.
• Terms and calculations of the default statistics are defined as follows:
• Repayment Year – The calendar year that the loans entered repayment.
• Original Note Value Entering Repayment – The amount of principal entering repayment in a given year based on the disbursed principal including any interest capitalization at repayment.
• Years in Repayment – Measured in years between repayment start date and default date with zero representing any defaults prior to the start of repayment.
• Periodic Defaults – Defaulted principal in each Year of Repayment as a percentage of the Original Note Value Entering Repayment in each Repayment Year, includes any interest capitalization that occurred prior to default and is not reduced by any amount of recoveries after the loan defaulted.
• Total – The sum of the Periodic Defaults across Years in Repayment for each Repayment Year (Totals may not foot due to rounding).

² MEFA Loan portfolio performance for the most recently reported period occurred during a timeframe in which the Authority converted the servicing of its loan portfolio from Conduent to PHEAA.

Fixed Rate MEFA Loans Deferred (710+)¹
(As of December 31, 2018)

Repayment Year	Disbursed Principal Entering Repay (\$000,000)	Repayment Year of Default															Totals			
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14		15		
1997	\$0	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
1998	\$3	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.39%	0.17%	0.00%	0.00%	0.00%	0.00%	0.17%	0.00%	0.00%	0.00%	0.00%	0.74%
1999	\$10	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.77%	0.06%	0.10%	0.00%	0.00%	0.00%	0.14%	0.09%	0.00%	0.00%	0.00%	0.00%	1.17%
2000	\$17	0.00%	0.00%	0.10%	0.39%	0.29%	0.09%	0.02%	0.00%	0.04%	0.15%	0.08%	0.07%	0.00%	0.00%	0.02%	0.00%	0.00%	0.00%	1.25%
2001	\$24	0.00%	0.00%	0.22%	0.58%	0.33%	0.02%	0.47%	0.18%	0.00%	0.20%	0.48%	0.05%	0.08%	0.00%	0.02%	0.02%	0.02%	0.02%	2.65%
2002	\$22	0.00%	0.00%	0.51%	0.15%	0.17%	0.22%	0.17%	0.10%	0.00%	0.18%	0.10%	0.00%	0.00%	0.03%	0.00%	0.03%	0.00%	0.03%	1.65%
2003	\$23	0.00%	0.09%	0.28%	0.19%	0.11%	0.03%	0.08%	0.37%	0.32%	0.00%	0.00%	0.16%	0.08%	0.00%	0.04%	0.00%	0.04%	0.04%	1.74%
2004	\$19	0.00%	0.00%	0.51%	0.00%	0.21%	0.25%	0.38%	0.64%	0.17%	0.10%	0.29%	0.00%	0.00%	0.03%	0.00%	0.00%	0.00%	0.00%	2.57%
2005	\$13	0.00%	0.25%	0.08%	0.25%	0.69%	0.36%	0.00%	0.22%	0.02%	0.03%	0.53%	0.12%	0.00%	0.00%	0.17%				2.71%
2006	\$13	0.00%	0.14%	2.00%	0.00%	0.90%	0.75%	0.12%	0.14%	0.00%	0.00%	0.12%	0.00%	0.00%	0.23%					4.40%
2007	\$23	0.00%	0.65%	1.04%	0.89%	0.69%	0.32%	0.44%	0.63%	0.30%	0.00%	0.17%	0.00%	0.13%						5.26%
2008	\$54	0.00%	0.09%	2.10%	1.07%	0.52%	0.62%	0.55%	0.10%	0.17%	0.19%	0.12%	0.05%							5.58%
2009	\$71	0.00%	0.31%	2.24%	1.56%	0.63%	0.26%	0.27%	0.47%	0.44%	0.10%	0.13%								6.42%
2010	\$104	0.00%	0.16%	2.03%	1.05%	0.67%	0.36%	0.17%	0.24%	0.16%	0.16%									5.01%
2011	\$122	0.00%	0.72%	3.65%	0.92%	1.01%	0.39%	0.34%	0.25%	0.39%										7.67%
2012	\$96	0.00%	0.54%	2.28%	1.14%	0.66%	0.40%	0.80%	0.53%											6.35%
2013	\$104	0.00%	0.32%	2.63%	0.39%	0.98%	0.33%	0.53%												5.18%
2014	\$127	0.00%	0.32%	1.81%	1.35%	0.32%	0.89%													4.69%
2015	\$118	0.00%	0.49%	1.58%	0.81%	0.78%														3.65%
2016	\$103	0.00%	0.27%	1.60%	1.36%															3.22%
2017	\$128	0.00%	0.39%	3.20%																3.59%
2018 ²	\$111	0.00%	0.17%																	0.17%

¹ • FICO scores are based on the greater of the borrower or co-borrower score as of the original application date.
• Includes both undergraduate and graduate programs and both co-signed and non-co-signed loans.
• Terms and calculations of the default statistics are defined as follows:
• Repayment Year – The calendar year that the loans entered repayment.
• Original Note Value Entering Repayment – The amount of principal entering repayment in a given year based on the disbursed principal including any interest capitalization at repayment.
• Years in Repayment – Measured in years between repayment start date and default date with zero representing any defaults prior to the start of repayment.
• Periodic Defaults – Defaulted principal in each Year of Repayment as a percentage of the Original Note Value Entering Repayment in each Repayment Year, includes any interest capitalization that occurred prior to default and is not reduced by any amount of recoveries after the loan defaulted.
• Total – The sum of the Periodic Defaults across Years in Repayment for each Repayment Year (Totals may not foot due to rounding).

² MEFA Loan portfolio performance for the most recently reported period occurred during a timeframe in which the Authority converted the servicing of its loan portfolio from Conduent to PHEAA.

ISSUE L LOAN PORTFOLIO

The Authority currently expects that, upon the date of issuance of the Series 2019 Bonds, the Issue L Loan portfolio will consist of the MEFA Loans financed or refinanced with the proceeds of the Series 2018 Bonds and will be substantially as described under this heading, subject to the payment activity with respect to the Issue L Loans listed below during the period from and including January 31, 2019 through and including such date of issuance.

The Authority has covenanted in the Issue L Resolution to make periodic Issue L Loan portfolio information publicly available no less frequently than quarterly. Such information will include operating data substantially of the type indicated under this caption. The Authority reserves the rights, however: (i) to alter the format in which such periodic information is presented; and (ii) to make such periodic information available either by posting as part of, or in the same manner as, annual reports filed pursuant to the Continuing Disclosure Agreement described in Appendix E to this Official Statement or, subject to compliance with such Continuing Disclosure Agreement, by posting on a publicly accessible website.

Composition of the Issue L Loan Portfolio (As of January 31, 2019)

Total Accrued Interest ¹	\$2,052,209.22
Aggregate Outstanding Principal Balance	\$225,610,818.99
Outstanding Balance ²	\$227,663,028.21
Number of Borrowers	13,661
Average Outstanding Principal Balance per Borrower	\$16,514.96
Number of Loans	16,722
Average Outstanding Principal Balance per Loan	\$13,491.86
Weighted Average Annual Interest Rate	6.29%
Weighted Average Remaining Term (Months)	150

¹ Includes \$1,648,316.53 of accrued interest to be capitalized.

² Includes unpaid principal, interest to be capitalized and other accrued interest.

Distribution of the Issue L Loan Portfolio by FICO Score Upon Origination (As of January 31, 2019)

FICO Score Upon Origination (Inclusive)	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
630 through 649	1	\$ 639.71	0.00%*
650 through 669	1	2,140.93	0.00*
670 through 689	1,365	17,319,017.66	7.68
690 through 709	1,745	21,987,023.90	9.75
710 through 729	2,311	30,484,170.96	13.51
730 through 749	2,527	33,501,713.25	14.85
750 through 769	2,786	38,731,724.66	17.17
770 through 789	2,817	37,788,081.17	16.75
790+	3,169	45,796,306.75	20.30
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

* Less than 0.005%, but greater than 0.000%.

**Distribution of the Issue L Loan Portfolio by Interest Rate
(As of January 31, 2019)**

<u>Interest Rate</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
Less Than 5.000%	5,298	\$ 76,761,953.64	34.02%
5.000% to 5.499%	149	3,030,329.14	1.34
5.500% to 5.999%	18	162,626.10	0.07
6.000% to 6.499%	1,543	23,906,484.56	10.60
6.500% to 6.999%	3,978	62,097,003.69	27.52
7.000% to 7.499%	1,371	21,085,342.34	9.35
7.500% to 7.999%	1,917	13,097,687.58	5.81
8.000% to 8.999%	<u>2,448</u>	<u>25,469,391.94</u>	<u>11.29</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

**Distribution of the Issue L Loan Portfolio by Borrower Payment Status
(As of January 31, 2019)**

<u>Payment Status</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
In School	152	\$ 1,839,311.94	0.82%
In Grace	6,565	95,146,761.48	42.17
Repayment	<u>10,005</u>	<u>128,624,745.57</u>	<u>57.01</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

**Distribution of the Issue L Loan Portfolio by Loan Program Type
(As of January 31, 2019)**

<u>Loan Program Type</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
Undergraduate	16,330	\$220,565,578.68	97.76%
Graduate	<u>392</u>	<u>5,045,240.31</u>	<u>2.24</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

**Distribution of the Issue L Loan Portfolio by Co-Borrower Status
(As of January 31, 2019)**

<u>Co-Borrower Status</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
<u>Co-Borrower</u>			
Graduate	16,262	\$219,646,455.44	97.36%
Undergraduate	<u>262</u>	<u>3,535,909.27</u>	<u>1.57</u>
Subtotal	16,524	\$223,182,365.71	98.92%
<u>Non Co-Borrower</u>			
Graduate	68	\$ 919,123.24	0.41%
Undergraduate	<u>130</u>	<u>1,509,331.04</u>	<u>0.67</u>
Subtotal	<u>198</u>	<u>\$2,428,454.28</u>	<u>1.08%</u>
Total	<u>16,722</u>	<u>\$225,610,819.99</u>	<u>100.00%</u>

**Distribution of the Issue L Loan Portfolio by School Type
(As of January 31, 2019)**

<u>School Type</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
Four Year	16,319	\$222,786,307.53	98.75%
Community/2 Year	395	2,749,856.68	1.22
Unknown	<u>8</u>	<u>74,654.78</u>	<u>0.03</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

**Distribution of the Issue L Loan Portfolio by Number of Days Delinquent¹
(As of January 31, 2019)**

<u>Number of Days Delinquent¹</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
0-30	9,871	\$127,004,251.32	98.74%
31-60	69	725,982.81	0.56
61-90	27	275,411.68	0.21
91-120	17	238,835.07	0.19
121-150	9	226,649.75	0.18
151-180	8	62,411.35	0.05
181-210	3	57,780.98	0.04
211-240	<u>1</u>	<u>33,422.61</u>	<u>0.03</u>
Total	<u>10,005</u>	<u>\$128,624,745.57</u>	<u>100.00%</u>

¹Only for loans in repayment status.

**Distribution of the Issue L Loan Portfolio by Interest Rate Mode
(As of January 31, 2019)**

<u>Interest Rate Mode</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
Fixed	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

**Distribution of the Issue L Loan Portfolio by Date of Disbursement
(As of January 31, 2019)**

<u>Date of Disbursement</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
Pre- July 1, 2001	4	\$ 3,896.70	0.00%*
July 1, 2001 - June 30, 2002	2	6,290.62	0.00*
July 1, 2008 - June 30, 2009	1,141	7,528,013.64	3.34
July 1, 2009 - June 30, 2010	3,295	31,500,968.18	13.96
July 1, 2017 - June 30, 2018	200	2,493,829.97	1.11
July 1, 2018 - June 30, 2019	<u>12,080</u>	<u>184,077,819.88</u>	<u>81.59</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

* Less than 0.005%, but greater than 0.000%.

**Distribution of the Issue L Loan Portfolio by Range of Outstanding Principal Balance
(As of January 31, 2019)**

<u>Range of Outstanding Principal Balance</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
Less than \$5,000.00	3,122	\$ 9,451,666.30	4.19%
\$5,000-\$9,999.99	4,540	33,065,889.63	14.66
\$10,000-\$19,999.99	5,484	76,813,853.85	34.05
\$20,000-\$29,999.99	2,252	54,264,158.51	24.05
\$30,000-\$39,999.99	878	29,672,965.61	13.15
\$40,000-\$49,999.99	271	11,884,607.40	5.27
\$50,000-\$59,999.99	94	5,022,255.39	2.23
\$60,000-\$69,999.99	58	3,724,008.02	1.65
\$70,000-\$79,999.99	21	1,548,600.98	0.69
More than \$79,999.99	<u>2</u>	<u>162,813.30</u>	<u>0.07</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

**Distribution of the Issue L Loan Portfolio by
Number of Months Remaining Until Scheduled Maturity
(As of January 31, 2019)**

<u>Number of Months Remaining Until Scheduled Maturity</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
Less Than 73	2,543	\$ 15,770,020.62	6.99%
73 to 84	807	6,749,438.89	2.99
85 to 96	636	6,702,878.29	2.97
97 to 108	568	6,671,350.95	2.96
109 to 120	3,501	50,027,456.37	22.17
121 to 132	93	1,431,378.14	0.63
133 to 144	32	347,065.37	0.15
145 to 156	7	38,020.16	0.02
157 to 168	51	808,647.96	0.36
169 to 180	4,792	68,253,302.48	30.25
181 to 192	3,691	68,804,136.80	30.50
193 to 204	<u>1</u>	<u>7,122.96</u>	<u>0.00*</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

* Less than 0.005%, but greater than 0.000%.

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The following chart shows the geographic distribution of the Issue L Loan Portfolio based on the permanent billing addresses of the borrowers as shown on the Loan Servicer's records:

Distribution of the Issue L Loan Portfolio by Geographic Location¹
(As of January 31, 2019)

<u>Geographic Location</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
Alaska	3	\$ 24,104.75	0.01%
Alabama	6	124,064.56	0.05
Arkansas	3	27,092.00	0.01
Arizona	11	178,528.26	0.08
California	219	4,019,585.97	1.78
Colorado	18	290,448.97	0.13
Connecticut	404	5,782,001.47	2.56
District of Columbia	11	216,339.43	0.10
Delaware	8	80,021.83	0.04
Florida	198	3,163,183.21	1.40
Georgia	34	481,431.04	0.21
Hawaii	4	82,481.68	0.04
Iowa	4	152,290.41	0.07
Idaho	5	52,967.34	0.02
Illinois	49	856,446.12	0.38
Indiana	8	146,830.31	0.07
Kansas	3	65,512.54	0.03
Kentucky	4	18,376.83	0.01
Louisiana	6	95,660.30	0.04
Massachusetts	13,949	184,406,799.65	81.74
Maryland	44	851,109.28	0.38
Maine	150	1,629,680.38	0.72
Michigan	14	257,922.02	0.11
Minnesota	21	157,841.34	0.07
Missouri	16	199,279.33	0.09
Mississippi	1	11,070.29	0.00*
Montana	1	11,144.32	0.00*
North Carolina	39	484,109.74	0.21
North Dakota	3	23,456.42	0.01
Nebraska	3	39,485.81	0.02
New Hampshire	361	4,769,277.83	2.11
New Jersey	149	2,444,102.47	1.08
New Mexico	5	73,601.78	0.03
Nevada	14	358,110.20	0.16
New York	438	6,440,437.14	2.85
Ohio	31	439,172.73	0.19
Oklahoma	6	109,350.02	0.05
Oregon	15	223,905.19	0.10
Pennsylvania	84	1,344,057.85	0.60
Rhode Island	126	1,575,832.84	0.70
South Carolina	21	182,434.31	0.08
South Dakota	1	20,800.00	0.01
Tennessee	11	115,296.18	0.05
Texas	60	1,035,662.70	0.46
Utah	2	29,006.67	0.01
Virginia	45	746,220.67	0.33
Vermont	46	615,815.10	0.27
Washington	30	547,342.44	0.24
Wisconsin	17	244,731.50	0.11
Wyoming	1	33,511.33	0.01
Other	20	332,884.44	0.15
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

¹ Based on billing addresses of borrowers shown on Loan Servicer Records.

* Less than 0.005%, but greater than 0.000%.

**Distribution of the Issue L Loan Portfolio by School
(As of January 31, 2019)**

<u>Name of School*</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
University of Massachusetts at Amherst	1,660	\$ 19,415,692.79	8.61%
Boston University	627	12,044,329.40	5.34
University of New Hampshire	456	7,434,646.06	3.30
Northeastern University	421	7,012,083.42	3.11
Boston College	358	6,397,662.10	2.84
Suffolk University	406	5,459,328.94	2.42
Massachusetts College of Pharmacy & Health Science	312	5,438,354.12	2.41
Wentworth Institute of Technology	346	5,122,077.27	2.27
Bentley University	273	4,898,728.44	2.17
Worcester Polytechnic Institute	227	4,438,019.66	1.97
College of the Holy Cross	230	4,423,899.57	1.96
University of Massachusetts Lowell	539	3,800,852.80	1.68
Endicott College	210	3,472,710.79	1.54
Merrimack College	309	3,356,982.27	1.49
Curry College	226	3,302,689.00	1.46
Bridgewater State University	495	3,199,150.01	1.42
Western New England University	209	3,156,790.86	1.40
Quinnipiac University	143	3,080,835.30	1.37
Assumption College	230	3,030,880.72	1.34
University of Massachusetts Dartmouth	439	3,014,913.78	1.34
Salem State University	334	2,980,765.62	1.32
Bryant University	134	2,910,004.28	1.29
Stonehill College	178	2,855,015.57	1.27
Emerson College	191	2,651,129.21	1.18
University of Rhode Island	156	2,532,304.64	1.12
University of Vermont	120	2,204,570.65	0.98
Regis College	133	2,082,858.17	0.92
Saint Anselm College	122	2,070,028.18	0.92
Providence College	105	2,048,239.77	0.91
Clark University	151	1,944,936.70	0.86
Other	<u>6,982</u>	<u>89,830,338.90</u>	<u>39.82</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

* Listed schools represent approximately 60% of total loan balance outstanding.

**Distribution of the Issue L Loan Portfolio by Loan Servicer
(As of January 31, 2019)**

<u>Loan Servicer</u>	<u>Number of Loans</u>	<u>Approximate Outstanding Principal Balance</u>	<u>Percent by Outstanding Principal Balance</u>
PHEAA	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>
Total	<u>16,722</u>	<u>\$225,610,818.99</u>	<u>100.00%</u>

BOOK-ENTRY ONLY SYSTEM

The information under this caption concerning DTC and DTC's book-entry system has been obtained from sources that the Authority believes to be reliable, but neither the Authority nor the Underwriters take any responsibility for the accuracy or completeness thereof.

The Authority and the Underwriters cannot and do not give any assurances that DTC, Participants or others will properly distribute: (i) payments of debt service on the Series 2019 Bonds paid to DTC, or its nominee owner, as the registered owners; or (ii) any redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis or that DTC will serve and act in the manner described in this Official Statement.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Series 2019 Bonds. The Series 2019 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2019 Bond certificate will be issued for each maturity (and interest rate, if applicable) of each Class of the Series 2019 Bonds in the aggregate principal amount of such maturity, as set forth on the inside cover page hereof, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of the Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has an S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. Such website is not incorporated into this Official Statement.

Purchases of Series 2019 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2019 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2019 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not

receive certificates representing their ownership interests in Series 2019 Bonds, except in the event that use of the book-entry system for the Series 2019 Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2019 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2019 Bonds within a Class and maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to Series 2019 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2019 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest and any other redemption payments on the Series 2019 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detailed information from the Authority or the Trustee, on the payment date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, interest and any other redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2019 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2019 Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor securities depository) with respect to the Series 2019 Bonds. In that event, Series 2019 Bond certificates will be printed and delivered. See the caption "Certificated Series 2019 Bonds" below.

Direct Participants and Indirect Participants may impose service charges on book-entry interest owners in certain cases. Purchasers of book-entry interests should discuss that possibility with their brokers.

NEITHER THE AUTHORITY NOR THE TRUSTEE HAS ANY RESPONSIBILITY OR OBLIGATION TO ANY PARTICIPANT OR THE PERSONS TO WHOM THEY ACT AS NOMINEES WITH RESPECT TO: THE ACCURACY OF THE RECORDS MAINTAINED BY DTC, CEDE & CO. OR ANY PARTICIPANT; PAYMENTS TO, OR THE PROVIDING OF NOTICE FOR, ANY PARTICIPANT OR ANY INDIRECT PARTICIPANT OR BENEFICIAL OWNER; THE SELECTION BY DTC OR ANY PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2019 BONDS; OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS THE REGISTERED OWNER OF SERIES 2019 BONDS.

The Authority and the Trustee have no role in the purchases, transfers or sales of book-entry interests. The rights of book-entry interest owners to transfer or pledge their interests, and the manner of transferring or pledging those interests, may be subject to applicable state law. Book-entry interest owners may want to discuss with their legal advisers the manner of transferring or pledging their book-entry interests.

The Authority and Trustee have no responsibility or liability for any aspects of the records or notices relating to, or payments made on account of, book-entry interest ownership, or for maintaining, supervising or reviewing any records relating to that ownership.

For ease of reference in this and other discussions, reference to “DTC” includes when applicable any successor securities depository and the nominee of the depository.

For all purposes under the Issue L Resolution, DTC will be, and will be considered by the Authority and the Trustee to be, the Bondholder of the Series 2019 Bonds.

Owners of book-entry interests in the Series 2019 Bonds (book-entry interest owners) will not receive or have the right under the Issue L Resolution to receive physical delivery of the Series 2019 Bonds.

Certificated Series 2019 Bonds

In addition, the Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository) with respect to the Series 2019 Bonds. If for any reason the book-entry only system is discontinued, the Series 2019 Bond certificates will be delivered as described in the Issue L Resolution and each Beneficial Owner, upon registration of certificates held in such Beneficial Owner’s name, will become a Bondholder. Thereafter Series 2019 Bonds may be exchanged for an equal aggregate principal amount of Series 2019 Bonds in other authorized denominations, upon surrender thereof at the principal corporate trust office of the Trustee. The transfer of any Series 2019 Bond may be registered on the books maintained by the Trustee for such purpose only upon the surrender thereof to the Trustee with a duly executed assignment in form satisfactory to the Trustee. For every exchange or registration of transfer of Series 2019 Bonds, the Authority and the Trustee may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge may be made to the owner for any exchange or registration of transfer of the Series 2019 Bonds.

LEGALITY OF BONDS FOR INVESTMENT

Under the provisions of the Act, bonds of the Authority are securities in which all public officers and public bodies of the Commonwealth and its political subdivisions, and all Massachusetts insurance companies, trust companies, savings banks, co-operative banks, banking associates, investment companies, executors, administrators, trustees and other fiduciaries, may properly and legally invest funds, including capital in their control or belonging to them.

BONDS AS SECURITY FOR DEPOSIT

Under the provisions of the Act, bonds of the Authority are securities which may properly and legally be deposited with and received by any Commonwealth or municipal officer or any agency or political subdivision of the Commonwealth for any purpose for which the deposit of bonds or other obligations of the Commonwealth is now or may hereafter be authorized by law.

LITIGATION AND OTHER MATTERS

At the time of delivery of and payment for the Series 2019 Bonds, the Authority's general counsel will deliver an opinion to the effect that there is no litigation, inquiry or investigation before or by any court, public board or body known to be pending or, to the best of such counsel's knowledge, threatened against the Authority affecting the creation, organization or corporate existence of the Authority or the title of its present members or officers to their respective offices; seeking to prohibit, restrain or enjoin the issuance or delivery of the Series 2019 Bonds or the collection of Revenues of the Authority or the pledge of assets and Revenues under the Issue L Resolution; in any way contesting or affecting the validity or enforceability of the Series 2019 Bonds, the Issue L Resolution, the PHEAA Servicing Agreement, the Origination Guidelines, or the Servicing Guidelines; or contesting in any material respect the completeness or accuracy of this Official Statement.

Such opinion shall also be to the effect that the Authority is not unreasonable in its opinion that any litigation which is pending against the Authority is routine litigation incidental to the operations of the Authority unlikely to have a material effect on its power or authority to satisfy its obligations with respect to the Series 2019 Bonds.

From time to time, bills may be introduced into the Commonwealth legislature affecting government operations generally or that could seek to impose financial and other obligations on the Authority, which might include requiring the transfer of funds or assets from the Authority to the Commonwealth or other agencies of the Commonwealth. Furthermore, measures and legislation may be considered by the federal government, or the Commonwealth legislature, which measures may affect the Authority's programs. For example, certain proposed legislation pending in the Commonwealth legislature would, if enacted, among other things, establish a new licensing program for student loan servicers (as defined therein) and an office of "student loan ombudsman" in the Commonwealth's Attorney General's Office. While some of these measures may benefit the Authority's programs, no assurance can be given that the programs will not be adversely affected by such measures. In addition, the Congress or the Commonwealth legislature could enact legislation that would affect the demand for or the repayment performance of MEFA Loans in a manner that might adversely affect the availability of amounts for the payment of debt service on Issue L Bonds or that might result in the redemption prior to scheduled amortization of Issue L Bonds. The Authority cannot predict whether any such legislation will be enacted or, if it is enacted, what effect it would have on the timing or amount of revenues received by the Authority from MEFA Loans, the timing of such receipt or the demand for MEFA Loans. There can be no assurance that any such legislation will not be enacted or that such legislation, if enacted, will not

have an adverse impact on the operations of the Authority, its financial condition or any of its contractual obligations.

CERTAIN LEGAL MATTERS

All legal matters related to the authorization, issuance, sale and delivery of the Series 2019 Bonds are subject to the approval of Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., Boston, Massachusetts, Bond Counsel and general counsel to the Authority. The unqualified approving opinions of such Bond Counsel, substantially in the forms set forth in Appendix D hereto, will be delivered upon the issuance of the Series 2019 Bonds. Certain legal matters will be passed upon for the Underwriters by their counsel, Kutak Rock LLP, Denver, Colorado.

TAX MATTERS

Federal Tax Matters for the Senior 2019B Bonds and the Subordinate 2019C Bonds

Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C., bond counsel to the Authority (“Bond Counsel”) is of the opinion that, under existing law, interest on the Senior 2019B Bonds and the Subordinate 2019C Bonds (together, the “Series 2019 Tax-Exempt Bonds”) will not be included in the gross income of holders of such Series 2019 Tax-Exempt Bonds for federal income tax purposes. Bond Counsel’s opinion is expressly conditioned upon continued compliance by the Authority with certain requirements imposed by the Internal Revenue Code of 1986, as amended (the “Code”), which requirements must be satisfied subsequent to the date of issuance of the Series 2019 Tax-Exempt Bonds in order to ensure that the interest on the Series 2019 Tax-Exempt Bonds is and continues to be excludable from the gross income of the holders of the Series 2019 Tax-Exempt Bonds for federal income tax purposes. In particular, and without limitation: (i) section 144(b) of the Code imposes requirements for a “qualified student loan bond”; and (ii) section 148 of the Code requires that certain proceeds of the Series 2019 Tax-Exempt Bonds be invested at a yield not materially higher than the yield on the Series 2019 Tax-Exempt Bonds and that certain profits earned from investment of proceeds of the Series 2019 Tax-Exempt Bonds be rebated to the United States. The Authority has provided certifications and covenants as to its continued compliance with such requirements. Failure to so comply could cause the interest on the Series 2019 Tax-Exempt Bonds to be included in the gross income of the holders thereof retroactive to the date of issuance of the Series 2019 Tax-Exempt Bonds.

Bond Counsel is of the opinion that, under existing law, interest on the Series 2019 Tax-Exempt Bonds will constitute a preference item under section 57(a)(5) of the Code for purposes of computation of the alternative minimum tax under section 55 of the Code. Bond Counsel has not opined as to any other matters of federal tax law relating to the Series 2019 Tax-Exempt Bonds. However, prospective purchasers of the Series 2019 Tax-Exempt Bonds should be aware that certain collateral consequences may result under federal tax law for certain holders of the Series 2019 Tax-Exempt Bonds, including but not limited to the requirement that recipients of certain Social Security and railroad retirement benefits take into account receipts or accruals of interest on the Series 2019 Tax-Exempt Bonds in determining gross income. The nature and extent of these other tax consequences depends on the particular tax status of the holder and the holder’s other items of income or deduction. Holders should consult their own tax advisors with respect to such matters.

Interest paid on tax-exempt obligations such as the Series 2019 Tax-Exempt Bonds is generally required to be reported by payors to the Internal Revenue Service (“IRS”) and to recipients in the same manner as interest on taxable obligations. In addition, such interest may be subject to “backup withholding” if the Bondholder fails to provide the information required on IRS Form W-9, Request for Taxpayer Identification Number and Certification, as ordinarily would be provided in connection with

establishment of a brokerage account, or the IRS has specifically identified the Bondholder as being subject to backup withholding because of prior underreporting. Neither the information reporting requirement nor the backup withholding requirement affects the excludability of interest on the Series 2019 Tax-Exempt Bonds from gross income for federal tax purposes.

Interest on the Series 2019 Tax-Exempt Bonds includes original issue discount, which with respect to a Series 2019 Tax-Exempt Bond is equal to the excess, if any, of the stated redemption price at maturity of such Series 2019 Tax-Exempt Bond over the initial offering price thereof to the public, excluding underwriters and other intermediaries, at which price a substantial amount of all such Series 2019 Tax-Exempt Bonds with the same maturity was sold. Original issue discount accrues based on a constant yield method over the term of a Series 2019 Tax-Exempt Bond. Holders should consult their own tax advisors with respect to the computations of original issue discount during the period in which any such Series 2019 Tax-Exempt Bond is held.

An amount equal to the excess, if any, of the purchase price of a Series 2019 Tax-Exempt Bond over the principal amount payable at maturity constitutes amortizable bond premium. The required amortization of such premium during the term of a Series 2019 Tax-Exempt Bond will result in reduction of the holder's tax basis in such Series 2019 Tax-Exempt Bond. Such amortization also will result in reduction of the amount of the stated interest on the Series 2019 Tax-Exempt Bond taken into account as interest for tax purposes. Holders of Series 2019 Tax-Exempt Bonds purchased at a premium should consult their own tax advisors with respect to the determination and treatment of such premium for federal income tax purposes and with respect to the state or local tax consequences of owning such Series 2019 Tax-Exempt Bonds.

Bond Counsel has not undertaken to advise in the future whether any events after the date of issuance of the Series 2019 Tax-Exempt Bonds, including legislation, court decisions, or administrative actions, whether at the federal or state level, may affect the tax-exempt status of interest on the Series 2019 Tax-Exempt Bonds or the tax consequences of ownership of the Series 2019 Tax-Exempt Bonds. No assurance can be given that future legislation, if enacted into law, will not contain provisions which could directly or indirectly reduce or eliminate the benefit of the exclusion of the interest on the Series 2019 Tax-Exempt Bonds from gross income for federal income tax purposes or any state tax benefit. Tax reform proposals and deficit reduction measures, including but not limited to proposals to reduce the benefit of the interest exclusion from income for certain holders of tax-exempt bonds, including bonds issued prior to the proposed effective date of the applicable legislation, and other proposals to limit federal tax expenditures, have been and are expected to be under ongoing consideration by the United States Congress. These proposed changes could affect the market value or marketability of the Series 2019 Tax-Exempt Bonds, and, if enacted into law, could also affect the tax treatment of all or a portion of the interest on the Series 2019 Tax-Exempt Bonds for some or all holders. Holders should consult their own tax advisors with respect to any of the foregoing tax consequences.

Federal Tax Matters for the Senior 2019A Bonds

The following discussion briefly summarizes the principal U.S. federal tax consequences of the acquisition, ownership, and disposition of the Senior 2019A Bonds for holders who acquire any Senior 2019A Bonds in the initial offering and hold such Senior 2019A Bonds as "capital assets." It does not discuss all aspects of U.S. federal income taxation which may apply to a particular holder, nor does it discuss U.S. federal income tax provisions which may apply to particular categories of holders, such as partnerships, insurance companies, financial institutions, regulated investment companies, real estate investment trusts, employee benefit plans, tax-exempt organizations, dealers in securities or foreign currencies, persons holding Senior 2019A Bonds as a position in a "hedge" or "straddle," an integrated conversion transaction, or holders whose functional currency is not the U.S. dollar. It is based upon

provisions of existing law which are subject to change at any time, possibly with retroactive effect. No rulings have been or are expected to be sought from the U.S. Internal Revenue Service (the “IRS”) with respect to any of the U.S. federal income tax consequences discussed below, and no assurance can be given that the IRS will not take contrary positions.

Except as otherwise explicitly noted below, this summary addresses only “U.S. Holders”, that is, individual citizens or residents of the United States, corporations or other business entities organized under the laws of the United States, any state, or the District of Columbia, estates with income subject to United States federal income tax, trusts subject to primary supervision by a United States court and for which United States persons control all substantial decisions, and certain other trusts that elect to be treated as United States persons. This discussion relates only to U.S. federal income taxes and not to any state, local or foreign taxes or U.S. federal taxes other than income taxes.

Interest on the Senior 2019A Bonds that is “qualified stated interest” generally will be taxable to a U.S. Holder as ordinary interest income at the time such payments are accrued or are received (in accordance with the U.S. Holder’s regular method of tax accounting). Generally, “qualified stated interest” means stated interest that is unconditionally payable in cash or property (other than debt instruments of the issuer) at least annually at a single fixed rate and includes the semi-annual interest payments as set forth on the inside cover hereof.

Interest on the Senior 2019A Bonds includes any accrued original issue discount. Original issue discount with respect to a Senior 2019A Bond is equal to the excess, if any, of the stated redemption price at maturity of a Senior 2019A Bond over the initial offering price thereof, excluding underwriters and other intermediaries, at which price a substantial amount of all Senior 2019A Bonds with the same maturity were sold, provided that such excess equals or exceeds a de minimis amount (generally $\frac{1}{4}\%$ of the stated redemption price at maturity multiplied by the number of complete years from its issue date to its maturity). The stated redemption price at maturity of a Senior 2019A Bond is the sum of all scheduled amounts payable on the Senior 2019A Bond (other than qualified stated interest). A U.S. Holder of a Senior 2019A Bond with original issue discount must include the discount in income as ordinary interest for federal income tax purposes as it accrues in advance of receipt of the cash payments attributable to such income, regardless of the U.S. Holder’s regular method of tax accounting. Original issue discount accrues based on a constant yield method over the term of a Senior 2019A Bond and results in a corresponding increase in the holder’s tax basis in such Senior 2019A Bond. Holders should consult their own tax advisors with respect to the computation of original issue discount during the period in which any such Senior 2019A Bonds is held.

An amount equal to the excess, if any, of the purchase price of a Senior 2019A Bond over the principal amount payable at maturity generally constitutes amortizable bond premium. A holder of a Senior 2019A Bond may elect to amortize such premium during the term of such Senior 2019A Bond by claiming an offset to interest otherwise required to be included in income during any taxable year by the amortizable amount of such premium for the taxable year. Such amortization will result in a corresponding reduction of the holder’s tax basis in such Senior 2019A Bond. Any election to amortize bond premium applies to all taxable debt instruments held by the holder at the beginning of the first taxable year to which the election applies and to all taxable debt instruments acquired on or after such date and may be revoked only with the consent of the IRS. Holders of Senior 2019A Bonds purchased at a premium should consult their own tax advisors with respect to the determination and treatment of amortizable bond premium.

Unless a non-recognition provision of the Code applies, upon the sale, exchange, redemption, or other disposition (including a legal defeasance) of a Senior 2019A Bond, a U.S. Holder will recognize taxable gain or loss in an amount equal to the difference between the amount realized (other than amounts

representing accrued but unpaid interest) and such holder's adjusted tax basis in such Senior 2019A Bond. Such gain or loss generally will be long-term capital gain or loss if the Senior 2019A Bond was held for more than one year. If the U.S. Holder is an individual, long-term gains will be subject to reduced rates of taxation. The deductibility of losses is subject to limitations.

A non-U.S. Holder of Senior 2019A Bonds whose income from such Senior 2019A Bonds is effectively connected with the conduct of a U.S. trade or business generally will be taxed as if the holder were a U.S. Holder. Otherwise: (i) a non-U.S. Holder who is an individual or corporation (or an entity treated as a corporation for federal income tax purposes) holding Senior 2019A Bonds on its own behalf (other than a bank which acquires the Senior 2019A Bonds in consideration of an extension of credit made pursuant to a loan agreement entered into in the ordinary course of business) generally will not be subject to federal income taxes on payments of principal, premium, interest or original issue discount on a Senior 2019A Bond, as long as the non-U.S. Holder makes an appropriate filing with a U.S. withholding agent; and (ii) a non-U.S. Holder will not be subject to federal income taxes on any amount which constitutes capital gain upon retirement or disposition of a Senior 2019A Bond unless such non-U.S. Holder is an individual who is present in the United States for 183 days or more in the taxable year of the disposition and such gain is derived from sources within the United States.

A Senior 2019A Bond held by an individual Non-U.S. Holder who at the time of death is not a citizen or resident of the United States will not be subject to U.S. federal estate tax as a result of such individual's death, provided that at the time of such individual's death, payments of interest with respect to the Senior 2019A Bond would not have been effectively connected with the conduct by such individual of a trade or business within the United States.

Information as to interest on or proceeds from the sale or other disposition of Senior 2019A Bonds is required to be reported by payors to the IRS and to recipients. In addition, backup withholding may apply unless the holder of a Senior 2019A Bond provides to a withholding agent its taxpayer identification number and certain other information or certification of foreign or other exempt status. Any amount withheld under the backup withholding rules is allowable as a refund or credit against the holder's actual U.S. federal income tax liability.

Certain non-corporate U.S. Holders will be subject to a 3.8% tax, in addition to regular tax on income and gains, on some or all of their "net investment income," which generally will include interest on the Senior 2019A Bonds and any net gain recognized upon a disposition of a Senior 2019A Bond. U.S. Holders should consult their tax advisors regarding the applicability of this tax.

Under the Foreign Account Tax Compliance Act ("FATCA"), and related administrative guidance, U.S. withholding at a rate of 30% will generally be required on interest payments in respect of the Bonds and gross proceeds, including the return of principal, from the sale or other disposition, including redemptions, of the Bonds held by or through certain foreign entities, unless such entity complies with certain requirements including information reporting or is eligible for an exemption. This withholding will apply regardless of whether the payment would otherwise be exempt from U.S. nonresident withholding tax (e.g., under the portfolio interest exemption or as capital gain). A foreign entity will generally claim an exemption from FATCA withholding, if an exemption is available, by properly filling out and giving to the person making payments to it IRS Form W-8BEN-E. Bondholders should consult their tax advisors regarding the application and impact of FATCA.

Bond counsel is not rendering an opinion as to the foregoing federal tax consequences of ownership of the Senior 2019A Bonds. Senior 2019A Bondholders should seek advice based on their particular circumstances relating to the tax consequences of purchasing or holding federally taxable bonds from an independent tax advisor.

State Tax Matters for the Series 2019 Bonds

In the opinion of Bond Counsel, under existing law, interest on the Series 2019 Bonds and any profit made on the sale thereof are exempt from Massachusetts personal income taxes, and the Series 2019 Bonds are exempt from Massachusetts personal property taxes. Bond Counsel has not opined as to the other Massachusetts tax consequences arising with respect to the Series 2019 Bonds. Prospective purchasers should be aware, however, that the Series 2019 Bonds are included in the measure of Massachusetts estate and inheritance taxes, and the Series 2019 Bonds and the interest thereon are included in the measure of Massachusetts corporate excise and franchise taxes. Bond Counsel has not opined as to the taxability of the Series 2019 Bonds, their transfer and the income therefrom, including any profit made on the sale thereof, under the laws of any state other than The Commonwealth of Massachusetts.

Opinion of Bond Counsel

On the date of delivery of the Series 2019 Bonds the original purchasers will be furnished with the opinions of Bond Counsel substantially in the forms included in Appendix D hereto.

UNDERWRITING

The Series 2019 Bonds are being purchased by RBC Capital Markets, LLC, as representative of the underwriters listed on the front cover of this Official Statement (collectively, the “Underwriters”). The Underwriters have agreed, subject to certain conditions, to purchase all of the Series 2019 Bonds at par plus net original issue premium and less an underwriting discount (including reimbursable expenses) of \$1,751,101.25. The initial public offering prices of the Series 2019 Bonds set forth on the inside front cover page hereof may be changed without notice by the Underwriters. The Underwriters may offer and sell the Series 2019 Bonds to certain dealers (including dealers depositing the Series 2019 Bonds into investment trusts, certain of which may be sponsored or managed by an Underwriter) and others at prices lower than or yields higher than the offering prices or yields set forth on the inside front cover page hereof.

The current business of Merrill Lynch, Pierce, Fenner & Smith Incorporated (“MLPF&S”) is being reorganized into two affiliated broker dealers (i.e., MLPF&S and BofA Securities, Inc.) in which BofA Securities, Inc. will be the new legal entity for the institutional services that are now provided by MLPF&S. This transfer is expected to occur on May 13, 2019 (the “Transfer Date”). MLPF&S, an underwriter of the Series 2019 Bonds, will be assigning its rights and obligations as an underwriter to BofA Securities, Inc. in the event that the settlement date for the Series 2019 Bonds occurs on or after the Transfer Date. For those Series 2019 Bonds that settle after the Transfer Date, the Series 2019 Bonds may be distributed by BofA Securities, Inc. to MLPF&S pursuant to a distribution agreement between BofA Securities, Inc. and MLPF&S. MLPF&S may in turn distribute the Series 2019 Bonds to investors. As part of this arrangement, BofA Securities, Inc. may compensate MLPF&S as a dealer for their selling efforts with respect to the Series 2019 Bonds.

During and after the offering, the Underwriters may engage in transactions, including open market purchases and sales, to stabilize the prices of the Series 2019 Bonds. The Underwriters, for example, may over-allot the Series 2019 Bonds for the account of the underwriting syndicate to create a syndicate short position by accepting orders for more Series 2019 Bonds than are to be sold. In general, over allotment transactions and open market purchases of the Series 2019 Bonds for the purpose of stabilization or to reduce a short position could cause the price of a Series 2019 Bond to be higher than it might be in the absence of those transactions. The Underwriters or their affiliates may retain a material percentage of the Series 2019 Bonds for their own accounts. The retained Series 2019 Bonds may be

resold by such Underwriter or such affiliates at any time in one or more negotiated transactions at varying prices to be determined at the time of sale.

The Underwriters (and their affiliates) are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage services. Certain of the Underwriters may have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services for the Authority, for which such Underwriters received or will receive customary fees and expenses. In the ordinary course of its various business activities, the Underwriters may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities, which may include credit default swaps) and financial instruments (including bank loans) for their own accounts and/or the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investments and securities may involve securities and instruments of the Authority. The Underwriters may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities, or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

RATINGS

At the time of issuance, the Senior 2019A Bonds and the Senior 2019B Bonds are expected to be rated “AA(sf)” by S&P and the Subordinate 2019C Bonds are expected to be rated “BBB(sf)” by S&P. Assignment of such ratings to the Series 2019 Bonds is a precondition to delivery of the Series 2019 Bonds.

Such ratings reflect only the views of S&P at the time such ratings were given and the Authority makes no representation as to the appropriateness of the ratings. An explanation of the significance of such ratings can only be obtained from S&P. There is no assurance that a particular rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by such rating organization if, in the judgment of S&P circumstances so warrant. Any such downward revision or withdrawal of any such rating may have an adverse effect on the market price of the Series 2019 Bonds or on the existence of a secondary market for the Series 2019 Bonds. The ratings are not a recommendation to buy or sell the Series 2019 Bonds, and are not a comment as to the suitability of the Series 2019 Bonds for any investor.

NEGOTIABLE INSTRUMENTS

Pursuant to the Act, the Series 2019 Bonds are negotiable instruments, subject only to the provisions for registration of the Series 2019 Bonds.

COMMONWEALTH NOT LIABLE ON ISSUE L BONDS

The Issue L Bonds, including the Series 2019 Bonds, shall not be deemed to constitute a debt or liability of the Commonwealth or any political subdivision thereof or a pledge of the faith and credit of the Commonwealth or any such political subdivision, but shall be payable solely from the Revenues and other moneys derived by the Authority under the Issue L Resolution. Neither the faith and credit nor the taxing power of the Commonwealth or of any political subdivision thereof is pledged to the payment of the principal of or the interest on the Issue L Bonds, including the Series 2019 Bonds. The Act does not in any way create a so-called moral obligation of the Commonwealth or of any political subdivision thereof to pay debt service in the event of a default. The Authority does not have taxing power.

CONTINUING DISCLOSURE

In order to assist the Underwriters in complying with Rule 15c2-12(b)(5) promulgated by the SEC (the “Rule”), the Authority will enter into a continuing disclosure agreement, with respect to the Series 2019 Bonds (a “Continuing Disclosure Agreement”) with U.S. Bank National Association, as dissemination agent, for the benefit of Bondholders of the Series 2019 Bonds setting forth the undertaking of the Authority regarding continuing disclosure with respect to the Series 2019 Bonds. The proposed form of the Continuing Disclosure Agreement is set forth in Appendix E.

During the last five years, the Authority has complied with all previous undertakings to provide annual reports or notices of material events in accordance with the Rule, except that relevant annual information and financial statements for the Authority’s Student Loan Asset-Backed Notes, Series 2008 (Federally Taxable) and certain annual information with respect to the Authority’s Issue H Bonds and Issue I Bonds were made publicly available on the Authority’s website (www.mefa.org/investor-relations) but were not posted to the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system. Such information was subsequently filed or incorporated by reference therein.

INDEPENDENT ACCOUNTANTS

The financial statements of the Authority as of 2018 and 2017 and for each of the two years in the period ended June 30, 2018 included in this Official Statement have been audited by PricewaterhouseCoopers LLP, independent accountants, as stated in their report appearing in Appendix A hereto.

AVAILABILITY OF FINANCIAL AND OTHER AUTHORITY INFORMATION

Under the Issue L Resolution, the Authority is required to prepare an annual report with respect to each Fiscal Year ending June 30. Each annual report will include information relating to Authority operations and financial statements for the Fiscal Year ending June 30. Copies of the most recent report may be obtained at the offices of the Authority at 60 State Street, Suite 900, Boston, Massachusetts 02110.

Such financial statements include information with respect to the MEFA Financing Program generally, and with respect to Authority programs which are unrelated to education lending, as well as with respect to the MEFA Financing Program. Since the Issue L Bonds, including the Series 2019 Bonds, are special obligations of the Authority, payable only from the Revenues and other assets pledged under the Issue L General Resolution, the overall financial status of the Authority, or that of the MEFA Financing Program, does not indicate and does not necessarily affect whether the Revenues and other assets so pledged will be sufficient to fund the timely payment of principal installments, premium, if any, and interest on the Issue L Bonds, including the Series 2019 Bonds.

The Authority has covenanted in the Issue L Resolution to make periodic Issue L Loan portfolio information publicly available no less frequently than quarterly. Such information will include operating data substantially of the type described under the caption “ISSUE L LOAN PORTFOLIO” herein as applicable to the MEFA Loans then included in the Issue L Loans. The Authority reserves the rights, however: (i) to alter the format in which such periodic information is presented; and (ii) to make such periodic information available either by posting as part of, or in the same manner as, annual reports filed pursuant to the Continuing Disclosure Agreement described in Appendix E hereto or, subject to compliance with such Continuing Disclosure Agreement, by posting on a publicly accessible website.

The Authority currently follows a practice of regularly releasing certain information concerning the portfolios of education loans included in certain of its trust estates, including the Trust Assets pledged to the repayment of the Issue L Bonds, and concerning its overall education loan financing program, by posting such information on a publicly accessible Internet website maintained by or on behalf of the Authority for such purpose. Such information is currently posted to www.mefa.org. Such information may include some or all of the information described under the caption “ISSUE L LOAN PORTFOLIO” herein, as applicable to the Fixed Rate MEFA Loans then included in the Issue L Loan, and may include other factual information concerning the Authority’s education loans or the Authority’s education loan financing program that the Authority believes to be appropriate. The Authority reserves the rights: (i) to alter or discontinue this policy at any time without notice; and (ii) to satisfy contractual secondary market disclosure obligations with respect to the Issue L Bonds in part by reference to information that is posted in this manner without thereby becoming contractually obligated to continue releasing such information in this manner.

MUNICIPAL ADVISOR

Samuel A. Ramirez and Company, Inc. (“Ramirez”) has acted as an independent municipal advisor to the Authority with respect to certain aspects of the transactions described herein. Ramirez is not obligated to undertake, and has not undertaken, either to make an independent verification of or to assume responsibility for, the accuracy, completeness, or adequacy of the information contained in this Official Statement and the appendices hereto. Ramirez is a registered municipal broker-dealer but is not an underwriter of, or a member of any underwriting syndicate or selling group with respect to, the Series 2019 Bonds.

MISCELLANEOUS

The references to the Act, the Issue L Resolution, the PHEAA Servicing Agreement, the MEFA Financing Program and the MEFA Program Documents are brief summaries of certain provisions thereof. Such summaries do not purport to be complete, and reference is made thereto for full and complete statements of such and all provisions. The agreements of the Authority with the holders of the Series 2019 Bonds are fully set forth in the Issue L Resolution, and neither any advertisement of the Series 2019 Bonds nor this Official Statement is to be construed as constituting an agreement with the purchasers of the Series 2019 Bonds. So far as any statements are made in this Official Statement involving matters of opinion, whether or not expressly so stated, they are intended merely as such and not as representations of fact. Copies of the documents mentioned in this paragraph are on file at the offices of the Authority.

The execution and delivery of this Official Statement have been duly authorized by the Authority.

MASSACHUSETTS EDUCATIONAL FINANCING AUTHORITY

By: /s/ Thomas M. Graf
Thomas M. Graf
Executive Director

Dated: May 2, 2019

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APPENDIX A

AUDITED FINANCIAL STATEMENTS OF THE AUTHORITY

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Massachusetts Educational Financing Authority

**Financial Statements with Management's
Discussion and Analysis
June 30, 2018 and 2017**

Massachusetts Educational Financing Authority
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MANAGEMENT’S DISCUSSION AND ANALYSIS **(Unaudited)**

INTRODUCTION

This discussion and analysis of the financial position and performance of the Massachusetts Educational Financing Authority (the “Authority”) is intended to provide an introduction and analytical overview of the basic financial statements of the Authority on a comparative basis for the fiscal years ended June 30, 2018 (“FY18”), 2017 (“FY17”) and 2016 (“FY16”). This unaudited management’s discussion and analysis should be read in conjunction with the attached audited financial statements and the notes thereto in its entirety.

The Authority is a body politic and corporate, constituting a public instrumentality of the Commonwealth of Massachusetts (the “Commonwealth”), which was established pursuant to Chapter 803 of the Acts of 1981, as amended, to assist the Commonwealth’s institutions of higher education, students and families in the financing and refinancing of the costs of higher education, and through this process to support the economic development of the Commonwealth. The Authority has established a number of proprietary, unsecured consumer loan programs for this purpose, including fixed and variable rate, undergraduate, graduate, credit-worthy and need-based loans. Since 2015, the Authority has maintained a AA- issuer credit rating from Standard and Poor’s Ratings Services.

Since inception, the Authority has originated loans in cooperation with participating non-profit independent and public colleges and universities and other sponsors, if any, designated from time to time by the Authority, in accordance with common criteria and procedures. The programs are funded using proceeds from Educational Loan Revenue Bonds issued by the Authority (the “Bonds”). The primary goal of these programs is to provide education loans to eligible students and families which will assist them with the cost of attendance at eligible higher education institutions within the Commonwealth and beyond. In FY16, the Authority expanded its loan programs to include loans to refinance higher education expenses for borrowers who, as undergraduate or graduate students, attended post-secondary, not-for-profit, degree granting education institutions, which participated in the Authority’s loan programs historically.

The Bonds, which are issued under various resolutions, are special obligations of the Authority, which has no taxing power, payable solely from the revenues and the funds and accounts established and pledged under the resolution. No revenues or other assets of the Authority are available to fund payment of the Bonds except as expressly provided by the resolution. Neither the Commonwealth of Massachusetts nor any political subdivision thereof is or shall be obligated to pay the principal or redemption or purchase price of and interest on the Bonds, and neither the full faith and credit, nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to such payment. The Authority has the same exemption as the Commonwealth (under I.R.S. Code, Section 115) from filing and/or paying federal income taxes.

In FY17, the Authority adopted a resolution authorizing the issuance of commercial paper notes (“the Notes”) as a short term financing mechanism for its education loan programs. The Notes are special obligations of the Authority and are collateralized by the assets and associated revenues financed with Note proceeds and further supported by a letter of credit. The letter of credit and any associated bank note or bank obligation are general obligations of the Authority secured by the full faith and credit of the Authority. The Authority intends to issue a combination of revenue bonds and asset backed notes to permanently finance education loans originated with proceeds from the Notes.

In addition to the loan programs, the Authority offers two college savings programs: The U.Plan: The Massachusetts Tuition Prepayment Program (the “U.Plan”) and the U.Fund College Investing Plan (the “U.Fund”). The U.Plan, launched in February 1995, is a pre-paid tuition program that permits saving for a named beneficiary’s undergraduate tuition and mandatory fees at participating Massachusetts colleges and universities in a manner designed to preserve the purchasing power of savings. The U.Fund, launched in March 1999, is a tax-advantaged method of saving for higher education costs (under I.R.S. Code, Section 529) generally through investment vehicles such as stock, bond and money market mutual funds. These funds are professionally administered and managed by Fidelity Investments (an unrelated party) on behalf of the account owners and are accordingly not a component of these financial statements. Proceeds earned by program participants through investing in the U.Fund are available to pay for costs of higher education nationwide.

In May 2017, the Authority, on behalf of the Commonwealth, introduced the Attainable Savings Plan (the “Attainable Plan”). The Attainable Plan, established under the Achieving a Better Life Experience (ABLE) Act of 2014, is a tax

advantaged savings plan under Section 529A of the Internal Revenue Code that allows individuals with disabilities to save for qualifying disability expenses through investment vehicles such as mutual funds.

USING THE FINANCIAL STATEMENTS

The key to understanding the financial position and changes in the Authority's finances from year to year are presented in the Statement of Net Position, Statement of Revenue, Expenses and Changes in Net Position, Statement of Cash Flows and Statement of Fiduciary Net Position.

The Statement of Net Position includes all assets, deferred outflows, liabilities and deferred inflows of the Authority. It is prepared under the accrual basis of accounting, whereby revenues and assets are recognized when earned and expenses and liabilities are recognized when incurred, regardless of when cash is exchanged.

The Statement of Revenue, Expenses, and Changes in Net Position presents the revenues earned and the expenses incurred during the year. All activities of the Authority are reported as either operating or non-operating. Operating activities are those that support the mission and purpose of the Authority. Non-operating activities represent transactions that are primarily investing, legislative or regulated in nature.

The Statement of Cash Flows presents the information related to cash inflows and outflows summarized by operating, capital and non-capital financing and investing activities. Cash flow information is an important factor to consider when evaluating financial viability and the Authority's ability to meet financial obligations.

The Statement of Fiduciary Net Position presents information on the assets and liabilities of the Attainable Savings Plan, which is a fiduciary fund of the Authority. The assets of the Attainable Savings Plan are held by the Authority on behalf of the account owners in an agency fund. An agency fund is a type of fiduciary fund used to report assets held in a trustee or agency capacity for others and therefore cannot be used to support the Authority's enterprise programs. The Governmental Accounting Standards Board requires fiduciary funds be reported separately from the basic financial statements of business type activities.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Authority maintains its accounts and prepares its financial statements in accordance with the accounting principles generally accepted in the United States of America ("GAAP"), as set forth by the Governmental Accounting Standards Board ("GASB"). The financial records of the Authority are maintained on an accrual basis of accounting, whereby all revenues are recorded when earned and all expenses are recorded when they have been incurred. The notes to the financial statements explain the financial statements and the accounting principles applied. The Authority's financial statements have been audited by PricewaterhouseCoopers LLP, as independent auditors.

FISCAL YEAR DEVELOPMENTS

At the end of FY17, the Authority's loan originator and servicer, Conduent Education Services, LLC, notified the Authority of its intent to exit the student loan business. The Authority initiated Requests for Qualifications in FY18 and selected American Education Services (AES) as its new loan servicer and expanded its relationship with Entech Consulting LLC (Entech) as the loan originator for its portfolio. As a result of the requirement to change service providers, the Authority's main focus in FY18 was centered on restructuring business partner relationships and incorporating these relationships and processes into MEFA's business model. During FY18, the Authority's portfolio of approximately 130,000 loans were successfully converted to AES and Entech was fully integrated as loan originator.

FINANCIAL HIGHLIGHTS

In the financial operations of the Authority, there are principal operating and non-operating components that make up a significant portion of the overall activities. The principal operating revenues for the Authority continue to be interest on education loans and non-operating revenues are primarily composed of gains on bond redemptions and investment income. The principal operating expenses are bond and note interest expense and general and administrative costs. Non-operating expenses are primarily composed of loan program features, arbitrage rebate expense and decrease in fair value of derivatives.

The Authority disbursed a total of \$330M of education loans in a competitive student loan market in FY18, consistent with \$332M disbursed in FY17. U.Fund net assets, which are not a component of the Authority's financial statements, grew 7% and were \$6.1B at the end of FY18. For the U.Plan, the Authority had \$12M of matured tuition certificates on its financial statements as a liability to program participants at the end of FY18 and \$5.7M of deposits for the purchase of tuition certificates effective August 1, 2018. Assets for the Attainable plan, which the Authority holds in a fiduciary capacity, were \$9.6M at June 30, 2018.

Total net position was \$233.6M at the end of FY18, which represents an increase of \$19.4M or 9% from the beginning of the fiscal year. This increase was the result of the following principal operating and non-operating activities at the Authority. Interest income on education loans was \$100M and represents 83% of total revenues in a consistent consumer credit environment. Interest expense on bonds and notes outstanding was \$66.1M, or 66% of total expenses. The Authority's general and administrative expenses increased to \$26.3M related to the FY18 servicer conversion, new commercial paper program and expanded loan program operations and represented 26% of total operating expenses. Non-operating revenues include interest and dividend income of \$4.1M as assets continue to be invested in vehicles providing short-term flexibility and principal protection.

OPERATING AND NON-OPERATING RESULTS

The following illustrates the comparative results of total revenues from fiscal years ended June 30, 2018, 2017 and 2016, respectively:

(in thousands)

	2018	2017	2016
Operating revenues			
Interest on educational loan notes receivable	\$ 99,877	\$ 95,318	\$ 93,889
Non-interest revenues	16,213	15,301	14,352
Total operating revenues	116,090	110,619	108,241
Non-operating revenues	4,110	1,145	746
Total revenues	<u>\$ 120,200</u>	<u>\$ 111,764</u>	<u>\$ 108,987</u>

Total operating revenues for the Authority were \$116M in FY18, a 5% increase over FY17 total operating revenues. FY17 total operating revenues were \$111M an increase of 2% compared to FY16.

Interest income on education loan notes receivable was \$99.9M in FY18 and \$95.3M in FY17, representing year over year growth of 4.8% and 2%, respectively, resulting from growth in the Authority's loan programs over the past two fiscal years. Interest income represented 86% of total operating revenues in FY18 and FY17 and 87% of total operating revenue in FY16.

Non-interest revenues were \$16.2M in FY18 and comprised of loan origination fees of \$9.5M, college savings plans revenue of \$5.7M and other income of \$1M. Loan origination fees increased by 6% in FY18 resulting from a corresponding increase in loan program disbursements and represented 59% of non-interest revenues. College savings plan revenues increased 9% in FY18 as assets under management in the U.Fund have grown approximately \$1B over the past three fiscal years and was responsible for 35% of non-interest revenues. Other income was \$1M in FY18, consistent with prior fiscal years and represented 6% of non-interest revenues. Increase in FY17 non-interest revenues were similarly due to growth in loan program disbursements and U.Fund assets under management.

Total non-operating revenues for the Authority were \$4.1M in FY18, over three and a half times non-operating revenue earned in FY17.

Authority investment vehicles posted gains in FY18 as short duration investments yields have increased over the past fiscal year with Federal Reserve policy initiatives. \$4.1M of interest and dividend income was earned in FY18 compared to \$1.1M in FY17 and \$334K in FY16. FY16 non-operating revenues also included gains on bonds purchased in lieu of redemption of \$412K.

As a result of these activities, FY18 total revenues increased by \$8.4M or 7.5% compared to 3% growth in FY17 and growth of less than 1% in FY16.

The following illustrates the comparative results of total expenses from fiscal years ended June 30, 2018, 2017 and 2016, respectively:

(in thousands)

	2018	2017	2016
Operating expenses			
Interest expense	\$ 66,125	\$ 65,234	\$ 66,455
Non-interest expenses	34,669	34,827	25,304
Total operating expenses	100,794	100,061	91,759
Non-operating expenses	27	-	5,303
Total expenses	<u>\$ 100,821</u>	<u>\$ 100,061</u>	<u>\$ 97,062</u>

Total operating expenses for the Authority were \$100.8M in FY18, an increase of less than 1% over prior fiscal year operating expenses. FY17 operating expenses were \$100M, an increase of 9% compared to the prior fiscal year.

Interest expense on bonds and notes outstanding increased by \$891K or 1.4% from FY17 due to a full year of commercial paper note interest partially offset by the amortization of bond premiums on new issues and gains deferred in previous fiscal years. FY17 interest expense decreased by \$1.2M or 1.8% from FY16 due to the net amortization of bond premiums and deferred gains. Interest expense represented 66%, 65% and 72% of total operating expense in FY18, FY17 and FY16, respectively.

Non-interest operating expenses were \$34.7M in FY18, level with the prior fiscal year and included general and administrative cost, provision for doubtful education loans and bond issuance costs.

General and administrative expenses increased by \$4.2M in FY18 mostly due to non-recurring costs relating to the conversion of new loan originator and servicer, a full year of credit facility fees for the commercial paper program launched in April 2017, and loan origination expenses. Offsetting the increase in general and administrative expenses was a \$4.9M decrease in the provision for doubtful educational loans. FY17 non-interest operating expenses increased by \$9.5M as the provision for doubtful educational loans increased by \$8.5M, reflective of a 64% increase in loan originations and recognition of lower recovery expectations.

FY18 non-operating expense represents the decrease in fair value of non-hedging derivatives. Non-operating expense was not incurred in FY17 and FY16 expense consisted of commitment fee reimbursements of \$3.8M, \$718K of arbitrage rebate expense and \$742K relating to the decrease in fair value of non-hedging derivatives.

As a result of these activities, total FY18 expenses increased by \$760K or less than 1% compared to 3% growth in FY17 and 7% growth in FY16.

CHANGE IN NET POSITION

The following illustrates the comparative results of increases in net position from fiscal years ended June 30, 2018, 2017 and 2016, respectively:

(in thousands)

	2018	2017	2016
Operating revenues	\$ 116,090	\$ 110,619	\$ 108,241
Operating expenses	100,794	100,061	91,759
Operating income	15,296	10,558	16,482
Non-operating revenues	4,110	1,145	746
Non-operating expenses	27	-	5,303
Non-operating income (loss)	4,083	1,145	(4,557)
Increase in net position	<u>\$ 19,379</u>	<u>\$ 11,703</u>	<u>\$ 11,925</u>

The Authority's net operating income increased by \$4.7M in FY18 due to the growth in the Authority's loan programs over the past two years and its impact on loan interest income. The decrease in FY17 operating income resulted as the provision for doubtful accounts increased by \$8.5M, compared to FY16 reflective of a 64% increase in loan originations in FY17 as well as recognition of lower recovery expectations.

The Authority's non-operating income increased by \$2.9M in FY18 to \$4M due to an increase in interest income on the Authority's cash and investments resulting from improved short duration investment yields in FY18. FY16 non-operating loss of \$4.6M represents commitment fee reimbursements, arbitrage rebate expense and a decrease in fair value of non-hedging investment derivatives.

As a result of these activities, net position increased by \$19.4M during FY18, \$11.7M in FY17 and \$11.9M in FY16.

FINANCIAL POSITION

The following table reflects the condensed Statement of Net Position at June 30, 2018 compared to the prior fiscal years ended 2017 and 2016. The Statement of Net Position presents the financial position and financial strength of the Authority at the end of the fiscal year and includes all of the assets, liabilities and deferred inflows of the Authority with the residual being classified as net position.

(in thousands)

	2018	2017	2016
Assets			
Cash and investments	\$ 608,405	\$ 481,353	\$ 508,885
Education loan notes receivable	1,613,926	1,541,791	1,454,899
Other assets	34,007	33,232	34,852
Total assets	2,256,338	2,056,376	1,998,636
Liabilities			
Bonds payable	1,795,942	1,717,419	1,723,607
Notes payable	163,500	57,800	-
Bond and note interest payable	33,637	35,008	32,442
Other liabilities	21,882	22,673	27,644
Total liabilities	2,014,961	1,832,900	1,783,693
Deferred Inflows			
Gain on bond refunding	7,765	9,243	12,413
Total deferred inflows	7,765	9,243	12,413
Net Position			
Net investment in capital assets	2,589	1,887	1,700
Restricted	131,498	136,232	139,016
Unrestricted	99,525	76,114	61,814
Total net position	\$ 233,612	\$ 214,233	\$ 202,530

Total net position was \$233.6M at June 30, 2018, an increase of \$19.4M from the beginning of the fiscal year, or 9%.

Cash and investments increased by 26% in FY18 attributable to proceeds from the Issue L of 2018 capital market transaction that closed at fiscal year-end and will be used to support FY19 education loan programs. The \$28M decrease in FY17 cash and investments was the net result of \$332M of loan disbursements and \$291M of proceeds from bond issuances. Education loan notes receivable increased by 5% and 6% in FY18 and FY17, respectively, due to growth in the Authority's education loan programs over the past three fiscal years. The ratio of education loan note receivables to total assets was 72%, 75% and 73% at June 30, 2018, 2017 and 2016, respectively. Other assets include interest receivable on education loan notes, prepaid expenses and capital assets and have remained relatively consistent over the past three fiscal years.

Notes payable increased by \$106M in FY18 due to a full year of short-term commercial paper note issuance, compared to three months of issuance when the program was launched in FY17. The Authority also continued to manage its long-term capital plan and executed a capital market transaction totaling \$314M in FY18, which was partially offset by bond retirements and net premium amortization of \$236M. In FY17, the Authority executed a capital market transaction totaling \$170M, which was offset by bond retirements and net premium amortization of \$176M. Accrued bond and note interest payable decreased by 4% in FY18 as Issue H was fully refunded and all interest accrued paid prior to fiscal year end. Accrued bond and note interest payable increased by 8% in FY17 as the Issue J 2016 accrual represents a full debt service term at the end of FY17 (versus a partial debt service term at the end of FY16). Other liabilities included a \$5M accrual in FY16 for commitment fee reimbursements due, which was paid in full in FY17. No further commitment fee reimbursements remain outstanding.

The gain on bond refunding decrease of \$1.5M in FY18 and \$3.2M in FY17 relates to the amortization of gains deferred in previous fiscal years.

Within net position, 57% is comprised of net investment in capital assets and those assets that are restricted through bond and note resolutions or program specific regulations at June 30, 2018. Unrestricted net position increased by 30.8% to \$99.5M in FY18 due to \$5M of historical defaulted education loan notes receivable reclassified from restricted net position upon the refunding of Issue H trust in FY18 and effective portfolio performance in the structured finance trusts.

STATEMENT OF CASH FLOWS

The Statement of Cash Flows presents information showing how the Authority's cash and cash equivalents position changed during the fiscal year. The Statement of Cash Flows classifies cash receipts and cash payments as resulting from operating activities, capital and related financing activities, and investing activities. Cash and cash equivalents were \$508.5M, \$398.6M, and \$444.5M at June 30, 2018, 2017 and 2016, respectively. This cash ending balance reflects the net activity of raising proceeds in the capital markets, disbursing that cash into education and refinancing loans and collecting the loan payments over the assets' life to pay debt service and operating expenses.

EDUCATIONAL LOAN NOTES ALLOWANCE ANALYSIS

As of and for the years ending June 30, 2018, 2017 and 2016, respectively, the activity for the Authority's Education Loan Notes Allowance for Doubtful Accounts was as follows:

(in thousands)

Education Loan Note Defaulted Loans Provision

	<u>FY2018</u>	<u>FY2017</u>	<u>FY2016</u>
Allowance at beginning of period	\$60,760	\$51,061	\$49,876
Provision for education loan losses	<u>\$4,791</u>	<u>\$9,699</u>	<u>\$1,185</u>
Allowance at end of period	<u>\$65,551</u>	<u>\$60,760</u>	<u>\$51,061</u>
Gross loan defaults	\$12,988	\$10,811	\$12,892
Recoveries	\$5,213	\$6,438	\$7,707
Net loan defaults	<u>\$7,775</u>	<u>\$4,373</u>	<u>\$5,185</u>
Net loan defaults as a percentage of average loans in repayment	0.61%	0.36%	0.43%
Allowance multiple of average non-current loans in repayment (90+ days)	4.32	4.17	2.88
Allowance as a percentage of the ending total loan balance	4.18%	4.05%	3.63%
Allowance as a percent of ending loans in repayment	5.00%	4.81%	4.32%
Ending total loans, gross	\$1,569,535	\$1,500,121	\$1,407,974
12 month average in repayment	\$1,264,629	\$1,214,152	\$1,197,104
Ending loans in repayment	\$1,312,310	\$1,263,169	\$1,181,147
12 month average 90+ days delinquent	\$15,168	\$14,562	\$17,710
90+ days delinquent % of avg. repayment	1.20%	1.20%	1.48%

The Authority, under the education loan programs, purchases proprietary, unsecured consumer loans in cooperation with participating institutions at the original principal amount of the note less the applicable origination fee for the loan based on the program from which the loan was issued. The Authority also offers loans to refinance higher education expenses for borrowers who, as undergraduate or graduate students, attended post-secondary, not-for-profit, degree granting education institutions.

The Authority uses loan modifications to assist private loan borrowers demonstrating a need for temporary payment relief during difficult economic times. The loan modification plans in place temporarily reduces the borrower's monthly payment for up to a two year period without changing the original loan term or interest rate. As of June 30, 2018 and 2017, the total principal balance outstanding of loans in a modified status was \$42M and \$59M, respectively and represented approximately 3.3% and 4.9% of all eligible loans in repayment, respectively. At June 30, 2018 and 2017, these modified loans were 96% and 97% current, respectively, defined as less than 30 days past due, in regard to monthly payments received under the modified terms.

During FY18, the Authority continued its methodology for estimating the allowance for doubtful accounts, which is derived from historical information based on the loan portfolios performance to achieve the current estimated net realizable value of the outstanding education loan notes. The FY18 provision for education loan losses was \$4.8M, which increased the allowance for doubtful accounts to \$65.6M. The amount of loans in repayment increased by \$49M, or 4%, in FY18. The amount of loans in deferment at June 30, 2018 increased by 9% to \$257M or 16% of gross education loan receivables. Approximately \$4.7M and \$3.9M of the allowance for doubtful accounts is allocated to education loans in deferment in FY18 and FY17, respectively.

DEBT ADMINISTRATION

As of June 30, 2018, the Authority had \$1.74B of bond principal outstanding compared to \$1.67B at the end of FY17. All of the Authority's outstanding bonds are rated by nationally recognized rating agencies. The FRN indenture is rated AAA by S&P and Fitch. The Issue I and Issue J indentures have published ratings of AA by S&P and A by Fitch. The Issue K indenture has published ratings of AA by S&P and Fitch as well as an A rating by S&P on the subordinate debt outstanding. The Issue L indenture has published ratings of AA by S&P as well as a BBB rating by S&P on the subordinate debt outstanding. The following is the segmentation of the bonds' outstanding portfolio:

- Fixed rate tax-exempt revenue bonds that were issued to fund fixed rate loans represent 84% of the outstanding bond portfolio (a decrease from 92% in FY17 and 91% in FY16)
- Taxable Floating Rate Notes indexed to Libor that were issued in 2008 to fund existing FFELP loan products represent 3% of the outstanding bond portfolio (a decrease from 4% in FY17 and 5% in FY16)
- Fixed rate taxable revenue bonds issued to fund fixed rate refinancing loans represent 3% of the outstanding bond portfolio (no change from FY17 and FY16)
- Taxable Floating Rate Notes indexed to Libor issued to fund variable rate refinancing loans represent 1% of the outstanding bond portfolio (no change from FY17 and FY16)
- Fixed rate taxable revenue bonds issued in FY18 to refund certain previously issued bonds as well as fund new fixed rate loans represent 9% of the outstanding bond portfolio

The Authority also has \$163.5M of commercial paper notes outstanding at June 30, 2018, which are supported by a letter of credit. The notes have published short term ratings of A-1+ by S&P and F1+ by Fitch in each case based upon the issuance of the letter of credit by the bank. The letter of credit and any associated bank note or bank obligation are general obligations of the Authority. Commercial paper notes outstanding at June 30, 2017 were \$57.8M.

The Authority has historically used interest rate cap derivatives to provide a cap on debt service payments associated with variable rate bonds. The use of derivatives has multiple risks inherent in their overall structure. To mitigate some of the risks, the Authority implemented credit support annexes and limited the option of termination by the counterparties to defined events in the International Swap Dealers Association ("ISDA") agreements. At June 30, 2018, the Authority had outstanding \$124M in notional derivative products, a decrease of \$18M from FY17.

CAPITAL ASSETS

For the year ended June 30, 2018, the Authority had \$2.6M invested in capital assets, representing a net increase (additions and depreciation) of \$702K in such assets. The reconciliation below summarizes the change in capital assets by fiscal year. The Authority purchased \$1.8M in capital assets during FY18, which were primarily related to office relocation, computer hardware and software development costs relating to loan origination platforms and servicer conversion.

(in thousands)

	2018	2017	2016
Beginning balance, net	\$ 1,887	\$ 1,700	\$ 928
Additions	1,751	957	1,294
Depreciation	(1,049)	(770)	(522)
Ending balance, net	\$ 2,589	\$ 1,887	\$ 1,700

FINANCIAL CONTACT

The Authority's financial statements are designed to present readers with a general overview of the Authority's finances and to demonstrate the Authority's accountability for the funds it receives and expends. If you have any questions regarding the report or need additional financial information, please contact MEFA at 60 State Street, Suite 900, Boston, MA 02109.



Report of Independent Auditors

To the Management of the Massachusetts Educational Financing Authority

We have audited the accompanying financial statements of the business-type activities and the fiduciary activities of the Massachusetts Educational Financing Authority (the "Authority") as of and for the years ended June 30, 2018 and 2017, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the index.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on the financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on our judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, we consider internal control relevant to the Authority's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the business-type activities of the Massachusetts Educational Financing Authority as of June 30, 2018 and 2017, and its changes in financial position and its cash flows for the years then ended, and the financial position of the fiduciary activities of the Massachusetts Educational Financing Authority as of June 30, 2018 and 2017, in accordance with accounting principles generally accepted in the United States of America.



Other Matters

Required supplemental information

The accompanying Management's Discussion and Analysis ("MD&A") on pages 2 through 11 is required by accounting principles generally accepted in the United States of America to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audits of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplemental information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The supplemental schedules on pages 38 through 45 are presented for purposes of additional analysis and are not a required part of the basic financial statements. The information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves and other additional procedures, in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplemental schedules on pages 38 through 45 are fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

PricewaterhouseCoopers LLP

Boston, Massachusetts
December 19, 2018

Massachusetts Educational Financing Authority
Statements of Net Position
As of June 30, 2018 and 2017
(in thousands)

	2018	2017
Assets		
Current assets		
Cash and cash equivalents (Notes 3 and 4)	\$ 221,194	\$ 192,438
Investments (Notes 3 and 4)	18,888	21,462
Education loan notes receivable, net (Notes 3, 5, and 10)	113,912	128,814
Interest receivable on educational loan notes	27,437	28,592
Prepaid expenses and other assets	3,811	2,556
Total current assets	385,242	373,862
Non-current assets		
Cash and cash equivalents (Notes 3 and 4)	287,311	206,129
Investments (Notes 3 and 4)	81,012	61,324
Derivative instruments (Notes 3 and 8)	170	197
Education loan notes receivable, net (Notes 3, 5, and 10)	1,500,014	1,412,977
Capital equipment, net of accumulated depreciation (Note 13)	2,589	1,887
Total assets	\$ 2,256,338	\$ 2,056,376
Liabilities		
Current liabilities		
Accounts payable and accrued expenses	\$ 16,188	\$ 15,540
Bonds payable – current portion (Note 6)	102,611	52,721
Certificates payable (Note 9)	5,674	7,084
Accrued interest payable	33,637	35,008
Total current liabilities	158,110	110,353
Non-current liabilities		
Notes payable (Note 7)	163,500	57,800
Bonds payable – net of current portion (Note 6)	1,693,331	1,664,698
Other liabilities – non-current	20	49
Total liabilities	2,014,961	1,832,900
Deferred inflows of resources		
Net gain on bond refunding (Note 6)	7,765	9,243
Total deferred inflows of resources	7,765	9,243
Total liabilities and deferred inflows of resources	2,022,726	1,842,143
Net position		
Net investment in capital assets	2,589	1,887
Restricted	131,498	136,232
Unrestricted	99,525	76,114
Total net position	233,612	214,233
Total liabilities, deferred inflows of resources and net position	\$ 2,256,338	\$ 2,056,376

The accompanying notes are an integral part of the financial statements.

Massachusetts Educational Financing Authority
Statements of Revenues, Expenses and Changes in Net Position
For the years ended June 30, 2018 and 2017
(in thousands)

	2018	2017
Operating revenues		
Interest on education loan notes receivable (Note 3)	\$ 99,877	\$ 95,318
Loan origination fees	9,505	8,971
College savings plan interest and fees	5,701	5,243
Other revenue	1,007	1,087
Total operating revenues	116,090	110,619
Operating expenses		
Bond and note interest expense (Notes 6 and 7)	66,125	65,234
Costs of bond and note issuance	2,792	2,571
Provision for doubtful education loan notes receivable	4,791	9,699
General and administrative (Notes 3, 11, 12, and 13)	26,298	22,111
Other expense	788	446
Total operating expenses	100,794	100,061
Operating income	15,296	10,558
Non-operating revenues (expenses)		
Interest and dividends	4,110	1,124
Increase (decrease) in fair value of derivative instruments	(27)	20
Commitment fees to participating schools	-	1
Net non-operating revenues	4,083	1,145
Total increase in net position	19,379	11,703
Net position, beginning of year	214,233	202,530
Net position, end of year	\$ 233,612	\$ 214,233

The accompanying notes are an integral part of the financial statements.

Massachusetts Educational Financing Authority
Statements of Cash Flows
For the years ended June 30, 2018 and 2017
(in thousands)

	2018	2017
Cash flows from operating activities:		
Payments for disbursed loans	\$ (329,427)	\$ (331,879)
Payments received on outstanding loan principal	279,067	261,860
General and administrative payments	(25,197)	(22,200)
Interest received on education loans	83,184	78,798
Proceeds from other sources	6,680	6,288
Net cash provided by (used in) operating activities	14,307	(7,133)
Cash flows from non-capital financing activities:		
Proceeds from issuance of bonds	313,966	169,774
Proceeds from issuance of commercial paper notes	131,500	57,800
Costs of bond and note issuance	(2,792)	(2,571)
Bond and note interest paid	(75,830)	(70,432)
Principal payments on bonds payable	(228,585)	(171,369)
Principal payments on commercial paper notes	(25,800)	-
Commitment fees refunded to participating schools	-	(5,059)
Net cash provided by (used in) non-capital financing activities	112,459	(21,857)
Cash flows from capital financing activities:		
Purchase of capital equipment and software development	(1,752)	(956)
Net cash used in capital financing activities	(1,752)	(956)
Cash flows from investing activities:		
Proceeds from maturity/sale of investments	24,277	34,106
Purchases of investments	(42,802)	(51,580)
Arbitrage rebate refund (payment)	-	397
Interest and dividends received on cash and investments	3,449	1,122
Net cash used in investing activities	(15,076)	(15,955)
Net increase (decrease) in cash and cash equivalents	109,938	(45,901)
Cash and cash equivalents, beginning of year	398,567	444,468
Cash and cash equivalents, end of year	\$ 508,505	\$ 398,567

The accompanying notes are an integral part of the financial statements.

Massachusetts Educational Financing Authority
Statements of Cash Flows, continued
For the years ended June 30, 2018 and 2017
(in thousands)

Reconciliation of operating income to net cash provided by (used in) operating activities	<u>2018</u>	<u>2017</u>
Operating income	\$15,296	\$10,558
Adjustments to reconcile operating income to net cash provided by (used in) by operating activities:		
Depreciation expense	1,049	770
Provision for doubtful education loan notes receivable	4,791	9,699
Costs of bond and note issuance	2,792	2,571
Bond and note interest expense	66,125	65,234
Changes in assets and liabilities:		
Education loan notes receivable	(76,925)	(96,591)
Interest receivable on education loan notes	1,155	1,522
Accounts payable and accrued expenses	619	(801)
Prepaid expenses and other assets	(595)	(95)
Net cash provided by (used in) by operating activities	<u>\$14,307</u>	<u>(\$7,133)</u>

The accompanying notes are an integral part of the financial statements.

Massachusetts Educational Financing Authority
Statements of Fiduciary Net Position
As of June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Assets		
Investments, at value	\$9,615,618	\$663,367
Receivable for securities sold	450	-
Receivable for fund shares sold	24,326	2,411
Dividend receivable	2,123	22
Receivable from manager	-	27
Total assets	<u>9,642,517</u>	<u>665,827</u>
Liabilities		
Payable for investments purchased	\$ 26,449	\$ 2,397
Accrued management fee	1,530	79
Payable for fund shares purchased	353	-
Due to designated beneficiaries	9,614,185	663,351
Total liabilities	<u>9,642,517</u>	<u>665,827</u>

The accompanying notes are an integral part of the financial statements.

NOTES TO THE ENTERPRISE FINANCIAL STATEMENTS

1. THE AUTHORITY

The Massachusetts Educational Financing Authority (the "Authority") is a body politic and corporate, constituting a public instrumentality of The Commonwealth of Massachusetts (the "Commonwealth"). The Authority was established as the Massachusetts College Student Loan Authority pursuant to Chapter 803 of the Acts of 1981, as amended (the "Act"), in recognition of the increasing costs of higher education, to assist students, their parents and institutions of higher education in the Commonwealth in financing, refinancing, and saving for the costs of such education.

In furtherance of the purposes of the Act, the Authority is engaged in loan purchase programs under which participating institutions originate loans, in accordance with common criteria and procedures, for sale to the Authority. The programs are carried out on a long term funding basis using proceeds from Education Loan Revenue Bonds (the "Bonds") (see *Note 6*). The programs incorporate the following features: prudent lending standards, fixed and variable rate loans, financing programs open concurrently to a number of educational institutions, including public, private and out-of-state, and various reserves established as security for the loan programs. A primary goal of the programs is to provide education loans on terms and conditions to finance the costs of attendance for as many families as possible at not-for-profit institutions in the Commonwealth as well as Commonwealth residents attending higher education institutions out of the state. During fiscal year 2018, 92 Massachusetts and 383 out of state public and private not for profit institutions participated in the loan programs.

The Authority's loan programs were expanded in fiscal year 2016 to include loans to refinance higher education expenses for borrowers who, as undergraduate or graduate students, attended post-secondary education institutions which participate in the Authority's loan programs, whether located in or outside the Commonwealth.

The Bonds, which are issued under various resolutions, are special obligations of the Authority, which has no taxing power, payable solely from the revenues and the funds and accounts established and pledged under the resolutions. No revenues or other assets of the Authority are available to fund payment of the Bonds except as expressly provided by the resolutions. Neither the Commonwealth of Massachusetts nor any political subdivision thereof is or shall be obligated to pay the principal or redemption or purchase price of and interest on the Bonds, and neither the full faith and credit, nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to such payment. The Authority has the same exemption as the Commonwealth (under I.R.S. Code, Section 115) from filing and/or paying federal income taxes.

In March 2017, the Authority adopted a resolution (the "Note Resolution") to authorize the issuance of commercial paper notes ("the Notes") as a temporary financing mechanism for its loan programs (see *Note 7*). The Notes are supported by an irrevocable direct-pay letter of credit (the "Letter of Credit") and payable primarily from draws on the Letter of Credit as well as revenues and the funds and accounts established and pledged under the resolution. The Authority intends to issue a combination of revenue bonds and asset backed notes to permanently finance education loans originated with proceeds from the Notes. The Notes are special obligations of the Authority. Neither the Commonwealth nor any political subdivision thereof is or shall be obligated to pay the principal of or interest on the Notes, and neither the full faith and credit, nor the taxing power of the Commonwealth or any political subdivision thereof is pledged to such payment.

In February 1995, the Authority, in cooperation with the Commonwealth and Massachusetts colleges and universities, introduced the Massachusetts College Saving Program, which was further named The U.Plan: The Massachusetts Tuition Prepayment Program (the "U.Plan") as a means to distinguish between each of the Authority's two college savings programs. The U.Plan is a prepaid tuition program that permits individuals to save for a beneficiary's undergraduate tuition and mandatory fees at participating Massachusetts colleges and universities in a manner designed to preserve the purchasing power of an individual's savings.

In March 1999, the Authority, on behalf of the Commonwealth, introduced the U.Fund College Investing Plan (the "U.Fund"). The U.Fund is a tax-advantaged method of saving for higher education costs generally through investment vehicles such as stock, bond and money market mutual funds. Those funds are professionally administered and managed by Fidelity Investments (an unrelated party) and held in a contractual trust on behalf of the owners of the funds and accordingly are not a component of these financial statements.

In July 2002, the Authority, introduced the Federal Family Education Loan Program (the “FFELP”) as a means to complement the existing proprietary consumer loan products and enhance the potential borrowing options available to families attending educational institutions within the Commonwealth and residents of the Commonwealth who choose to attend college out of state. Effective July 1, 2010, new legislation eliminated the ability to provide new loans under FFELP and requires that all new federal loans are to be made through the Direct Loan Program, which is administered by the Federal Government. The new law did not affect the terms and conditions of existing FFELP loans originated by the Authority. In the case of defaults on FFELP loans, the federal government guarantees to the participating lenders 98% of the principal and interest outstanding for those loans originated prior to July 1, 2006 and 97% for loans originated prior to the conclusion of the program by the Federal government on July 1, 2010.

In May 2017, the Authority, on behalf of the Commonwealth, introduced the Attainable Savings Plan (the “Attainable Plan”). The Attainable Plan, established under the Achieving a Better Life Experience (ABLE) Act of 2014, is a tax advantaged savings plan that allows individuals with disabilities to save for qualifying expenses through investment vehicles such as stock, bond and money market mutual funds. Those funds are professionally managed by Fidelity and held by the Authority on behalf of the owners of the funds and accordingly are reported as an agency fiduciary fund of the Authority. The Governmental Accounting Standards Board (“GASB”) requires fiduciary activities be excluded from the basic financial statements of business type activities and reported separately in fiduciary fund financial statements.

2. BASIS OF PRESENTATION

Accounting and Reporting Standards

These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America. The Authority accounts for and reports its activities by applying Standards of Governmental Accounting and Financial Reporting, as promulgated by the GASB. The statements are prepared utilizing the economic resources measurement focus and the accrual basis of accounting, wherein revenues are recognized when earned and expenses when incurred. Detailed financial information segregated by fund is also presented in the accompanying Supplemental Schedules to the financial statements.

The GASB defines the basic financial statements of a business type activity as the following: Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, the Statement of Cash Flows, Management’s Discussion and Analysis and any supplemental information. The Statement of Net Position is presented to illustrate both the current and non-current balances of each asset and liability, as well as deferred outflows of resources and deferred inflows of resources. All revenues and expenses are classified as either operating or non-operating activities in the Statement of Revenues, Expenses and Changes in Net Position. Operating activities are those that support the mission and purpose of the Authority. Non-operating activities represent transactions that are capital, investing, legislative or regulated in nature.

The GASB requires the categorization of net position into three components. Net position represents the residual interest in the Authority’s assets and deferred outflows of resources after liabilities and deferred inflows of resources are deducted. For external accounting and reporting purposes, net position is classified in the following three components:

- **Net investment in capital assets:** capital assets, net of accumulated depreciation.
- **Restricted net position:** net position subject to externally imposed stipulations or enabling legislation that can be fulfilled by actions of the Authority pursuant to those stipulations or that expire by the passage of time. The Authority’s restricted assets are all expendable and are discussed below:
 - **Trusteed Bond Funds**
The Bond resolutions for the Trusteed Bond Funds establish various funds and accounts, the primary purpose of which is to (i) provide a basis for the allocation and disbursement of monies received by the Bond funds; (ii) pay issuance costs; (iii) provide for the periodic payment of principal and interest; and (iv) establish reserves to provide for the timely servicing of debt obligations (see *Note 5*). The use of the assets of the various funds and accounts is governed and restricted by the Trusteed Bond Fund Resolutions (see *Note 6*).

The assets, deferred outflows, liabilities, deferred inflows, and net position of these funds are the sole responsibility of the trust of each of the individual bond indentures. Neither the Authority, the College Savings funds, nor any other indenture have any entitlement to any of the assets or any legal obligation to settle any of the liabilities of these bond indentures. Detailed financial information for each Trusteed Bond Fund is presented in the accompanying Supplemental Schedule 2 to the financial statements.

○ **Trusteed Notes Funds**

The Notes issued under the Notes Resolution are special obligations of the Authority. The Notes are collateralized by the assets and associated revenues financed from Note proceeds and further supported by the Letter of Credit. The Letter of Credit and any associated bank note or bank obligation are general obligations of the Authority secured by the full faith and credit of the Authority.

The Note Resolution established certain funds and accounts to provide a basis for the allocation and disbursement of monies received by the Notes funds. The use of the assets of these funds and accounts is governed and restricted by the Note Resolution (see *Note 7*).

The Trusteed Notes Funds are included in the detailed financial information presented in the accompanying Supplemental Schedule 1 to the financial statements.

○ **U.Plan**

The College Savings Funds (the "Fund") consist of the U.Plan and the U.Fund. The U.Plan is governed by the terms and conditions of participation described in the Program Description and Offering Statement, including the Enrollment Agreement that is in effect for each enrollment year. The Fund accounts for fee income and for the operating expenses of the U.Plan as well as all monies received from the program investors and other deposits (see *Note 9*).

○ **Program Reserve Fund**

Pursuant to Chapter 15C, Section 5C, of the General Laws as established by Chapter 803 of the Acts of 1981, and as amended by Chapter 133, Section 12, of the Acts of 1992 (the "Act"), the program reserve fund was established by the Authority. The Act authorized the Authority to develop and establish a comprehensive state-supported supplemental education loan program. The program consists of lending medium and long-range fixed rate and variable rate loans. These programs were structured to operate as a line of credit or other programs and options as the Authority may determine to be useful and feasible. These programs shall operate at effective rates of interest and other feasible terms.

- **Unrestricted net position:** net position that is not subjected to externally imposed stipulations. Unrestricted net position may be designated for specific purposes by action of management or the Board of Directors or may otherwise be limited by contractual agreements with outside parties. The Authority's unrestricted net position includes the general fund, where operational expenses and purchases of capital assets are paid, and the fees earned from the U.Fund. The general fund may also include outstanding loans that remain after an entire trust is retired. The Authority's unrestricted assets are all expendable and discussed below:

○ **General Fund**

The General Fund, through monthly draws from the Trusteed Bond Funds and College Savings Funds, maintains the funds available for paying the operating expenses of the Authority, purchasing the capital assets for the Authority on an as needed basis and supporting the capital market activities through direct contributions for cost of issuance and over collateralization requirements of structured transactions.

○ **U.Fund**

The U.Fund is governed by the terms and conditions of participation described in the Fidelity Brokerage Services, Inc. Customer Agreement and the U.Fund Supplemental Information. While the beneficial interests of the participants of the U.Fund (or overall aggregate value of these funds) are not included in the financial statements, the Authority does receive certain fees and incurs related operating expenses in connection with the U.Fund that are included in these financial statements. The related revenue earned and

expenses incurred by the Authority in offering the U.Fund program are not subject to externally imposed stipulations and therefore the aggregate net position of the program are classified on the Statement of Net Position as unrestricted (*see Note 9*).

3. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Management Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period.

Certain relevant elements such as tax policies, political and economic conditions, competition in products, asset pricing variance and interest rate fluctuations and relationships may result in actual results differing from those estimated. The Authority makes every effort to incorporate an analysis of all market conditions as of the Statement of Net Position date in determining what to record as the most accurate estimates.

Cash, Cash Equivalents and Investments

Cash and cash equivalents are comprised of cash in bank depository accounts and money market funds in the Trusteed Bond and Trusteed Note Funds. The investments of the Authority, the alternatives of which are governed by the Authority's enabling legislation, include money market funds within the Authority's General and U.Plan funds. Cash and investments not intended to be used within one fiscal year are considered long term assets.

Interest and Fees on Education Loan Notes Receivable

Interest and fee income on education loan notes receivable is accrued and credited as earned on the principal amount outstanding.

Allowance for Education Loan Notes Receivable

The Trusteed Bond Fund Resolutions establish cash and investment reserve accounts to provide funding for education loan notes receivable which may reach a specified state of delinquency or uncollectibility (*see Note 5*). For financial accounting purposes, adjustments to the allowance for the estimated amount for each of the aforementioned items are included as an expense or revenue in the Statement of Revenues, Expenses and Changes in Net Position of the respective Trusteed Bond Fund. This aggregate allowance is reviewed and adjusted as necessary based on management's assessment of the net realizable value of the loan portfolio.

In accordance with the Internal Revenue Code of 1986 (the "Code") and the related Treasury regulations, the Authority is required to keep the yield to the Authority on student loans within a designated percentage of the interest cost of the related tax-exempt borrowing. The Authority has traditionally selected to utilize loan forgiveness at the retirement of the bonds to keep the yield within the designated percentage of the interest costs of the related tax-exempt borrowing. A separate method of reducing yield is to make yield reduction payments to the United States Treasury. These estimated yield reduction payments may be made by the end of the tenth year and every fifth year thereafter during the life of each bond issue and when the bonds are retired. The Authority has contracted with a third party to calculate the estimated liability of the yield restrictions for bonds that are near the end of their term. Management works closely with this third party and reviews and evaluates all final output. The resulting estimated liability is recorded as an adjustment to the net realizable value of the loan portfolio. The factors used in determining this estimate are sensitive to change in the future and consequently the change in estimate may be material to the financial statement results. This current model of estimating is subject to change based on management's judgment and discretion.

Arbitrage Rebate

In accordance with the Code, the Authority may be required to pay to the United States Treasury certain amounts related to the Authority's tax-exempt bond issues. The estimated amount of arbitrage payable represents the excess, if any, of amounts earned on bond proceeds and certain related funds on taxable securities (except for earnings that are not required to be rebated under limited exemptions under the Code) over the interest due on the Authority's tax-exempt bonds, plus income attributable to any such excess. Such rebate payments are due every fifth year of each bond issue and when the bonds are retired. The Authority contracts with a third party to calculate estimated amounts due on an annual basis to the federal government. After review and evaluation of this estimate, management records a corresponding liability amount expected to be remitted.

Capital Equipment

Capital equipment, including: computer hardware and software development costs, furniture and fixtures, office equipment and leasehold improvements, is recorded at cost less accumulated depreciation computed using the straight-line method over an estimated useful life of 3 to 10 years (*see Note 13*). Capital equipment is defined as assets over a certain dollar threshold with an estimated useful life in excess of one year.

Investment Earnings

Earnings on cash and investments include interest earned on cash and investments as well as fair value adjustments on derivatives. The net increase/ (decrease) in fair value takes into account all changes in fair value that occurred during the year.

Accounting and Financial Reporting for Refunding of Debt

Gains and losses on retirement of debt are accounted for in accordance with GASB 23 and GASB 65. The gains and losses on debt refunding, which involve the issuance of new debt whose proceeds are used to pay previously issued debt, have been recognized as deferred inflows or outflows of resources and amortized as a component of interest expense over the remaining life of the old debt or the life of the new debt, whichever is shorter. Gains and losses on extinguishment of debt that does not involve a refunding are recognized immediately.

General and Administrative Expenses

General and administrative expenses include personnel costs, professional fees, marketing costs and office expense and are funded by the Trusteed Bond Funds, College Savings Plans and Authority based on an operating budget prepared by Authority management and approved annually by the Board of Directors. Loan program administration costs are also included in general and administrative costs and funded by the Trusteed Bond Funds in accordance with the Trusteed Bond Fund resolutions requirements.

Fair Value

GASB statement No. 72, *Fair Value Measurement and Application* defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The statement requires the use of certain valuation techniques when measuring fair value and also established a hierarchy of valuation inputs: Level 1 inputs (quoted prices in active markets for identical investments), Level 2 inputs (inputs other than quoted prices that are observable) and Level 3 inputs (unobservable inputs). As of June 30, 2018 and June 30, 2017, the Authority's money market investments are categorized as Level 1 and derivative instruments are categorized as Level 2.

Derivative Instruments

GASB Statement No. 53 ("GASB 53"), *Accounting and Financial Reporting for Derivative Instruments* requires governments to measure most derivative instruments at fair value on the Statement of Net Position and to measure the annual change in the fair value of non-hedging derivatives as investment income or loss in the Statement of Revenues, Expenses, and Changes in Net Position. GASB 53 also provides guidance addressing hedge accounting requirements.

The fair values of the hedgeable derivatives and investment derivatives are presented on the Statement of Net Position, either as a derivative liability (negative fair value) or as a derivative asset (positive fair value). The change in fair value of derivatives is recorded as a deferred inflow or outflow of resources if determined to be an effective hedge and presented on the Authority's Statement of Net Position. If a derivative instrument does not meet the criteria of a hedging derivative, the change in fair value is presented as an increase (decrease) in fair value of investment derivative on the Statement of Revenues, Expenses and Changes in Net Position.

Reclassification

Certain prior period amounts have been reclassified to conform with current period presentation.

Recently Issued Accounting Pronouncements

In January 2017, GASB approved Statement No. 84, "Fiduciary Activities" ("GASB 84"). The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. GASB 84 establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. This Statement describes four fiduciary funds that should be reported, if

applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds.

GASB 84 is effective for periods beginning after December 15, 2018. The Authority is currently assessing the impact of GASB 84 and will implement the standard in fiscal year 2020.

4. CASH, CASH EQUIVALENTS AND INVESTMENTS

The Authority’s enabling legislation and its individual fund resolutions govern the investment alternatives available to the Authority. In general, the Authority may invest in obligations of the United States Government and its agencies, investment grade securities issued by the various states, time deposits in banks which are federally insured (provided that, to the extent such time deposits exceed insurance, they are either fully collateralized or are rated in the top three rating categories by Standard and Poor's Corporation (“S&P”) or Moody's Investor's Service Inc. (“Moody’s”)) and in repurchase and investment agreements with financial institutions or insurance companies which are rated in the top three rating categories by S&P or Moody's or which meet certain capital standards. The requirements within the top three rating categories vary among the trustee funds and also depend upon the type of investment.

The following summarize the cash, cash equivalents and investments of the Authority and identifies certain types of investment risk as defined by Governmental Accounting Standards Board No. 40 Deposit and Investment Risks Disclosures (“GASB 40”) at June 30, 2018 and 2017, respectively.

(in thousands)	2018	2017
Cash deposits	\$ 2,858	\$ 2,007
Mutual funds:		
Money market funds – Authority and College Savings	99,901	82,786
Money market funds – Trusteed Bonds and Notes	505,646	396,560
Total cash, cash equivalents and investments	<u>\$ 608,405</u>	<u>\$ 481,353</u>

Credit Risk and Custodial Credit Risk

Credit risk is the risk that an issuer or counterparty to an investment will not fulfill its obligations. Custodial credit risk is the risk that in the event of a financial institution counterparty failure, the Authority’s deposits or investments may not be returned to it. The Authority manages its exposure to credit risk and custodial credit risk by limiting investments to those permitted by the Authority’s enabling legislation and its investment policy.

As of June 30, 2018 and June 30, 2017, \$2.5M and \$1.8M were exposed to custodial credit risk as uninsured and uncollateralized deposits, respectively. As stated in the Authority’s investment policy, depository banks are required to be rated in the top three rating categories by S&P or Moody's.

As of June 30, 2018, the Authority had the following cash and investments by financial institution within each outstanding trust and the Authority:

<u>Authority, Trusteed Note Funds and College Savings Funds</u>	Cash and Investments	% of Total
Bank of America	\$ 2,448,530	2.1%
Fidelity U.S. Government Portfolio – Authority Funds	\$ 81,012,439	68.0%
Fidelity U.S. Government Portfolio – Trusteed Note Funds	\$ 16,728,326	14.0%
Fidelity Government Money Market Fund	\$ 18,392,551	15.5%
First American Government Obligations Fund	\$ 495,542	0.4%
<u>Issue FRN Indenture</u>	Cash and Investments	% of Total
Bank of America	\$ 5,791	0.1%
Fidelity U.S. Government Portfolio	\$ 4,085,893	99.9%
<u>Issue H Indenture</u>	Cash and Investments	% of Total
Bank of America	\$ 52,645	42.2%
Fidelity U.S. Government Portfolio	\$ 71,985	57.8%
<u>Issue I Indenture</u>	Cash and Investments	% of Total
Bank of America	\$ 241,004	0.3%
Fidelity U.S. Government Portfolio	\$ 91,438,080	99.7%
<u>Issue J Indenture</u>	Cash and Investments	% of Total
Bank of America	\$ 26,667	0.1%
Fidelity U.S. Government Portfolio	\$ 79,112,605	99.9%
<u>Issue K Indenture</u>	Cash and Investments	% of Total
U.S. Bank	\$ 82,457	0.1%
Fidelity U.S. Government Portfolio	\$ 44,872,880	99.9%
<u>Issue L Indenture</u>	Cash and Investments	% of Total
Fidelity U.S. Government Portfolio	\$ 269,337,692	100%

5. EDUCATIONAL FINANCINGS

During the years ended June 30, 2018 and 2017, respectively, the activity for the Authority's Education Loan Notes receivable was as follows:

(in thousands)	<u>2018</u>	<u>2017</u>
Outstanding education loan notes receivable (beginning) gross	\$ 1,602,551	\$ 1,505,960
Increases to education loan notes receivable	356,745	358,885
Decreases to education loan notes receivable	(279,819)	(262,294)
Outstanding education loan notes receivable (ending) gross	<u>1,679,477</u>	<u>1,602,551</u>
Allowance for education loan notes receivable (beginning)	60,760	51,061
Increase to allowance for education loan notes receivable	4,791	9,699
Allowance for education loan notes receivable (ending)	<u>65,551</u>	<u>60,760</u>
Outstanding education loan notes receivable, net (ending)	<u><u>\$ 1,613,926</u></u>	<u><u>\$ 1,541,791</u></u>

The Authority purchases proprietary, unsecured consumer education loans in cooperation with participating institutions at the original principal amount of the note less the applicable origination fee for the loan based on the program from which the loan was issued.

The allowance for educational loan notes receivable is derived from information based on the loan portfolios historical default and recovery performance to achieve the current estimated net realizable value of the outstanding education loan notes. The allowance increased as a result of a \$4.8M and \$9.7M increase to the provision for doubtful education loan notes receivable in fiscal years 2018 and 2017, respectively. The Authority has expensed historically in aggregate a net of \$39M of education loan notes related to the tax-exempt yield restrictions through fiscal year 2018. No allowance for yield restriction was required at June 30, 2018 and 2017. Yield restriction expense is required in order to maintain the tax-exempt status of the bonds under Federal IRS regulations.

Defaulted loans are included in outstanding education loan notes receivable and classified as non-current assets with a portion classified as current assets based on estimated collections.

The Authority uses loan modifications to assist private loan borrowers demonstrating a need for temporary payment relief during difficult economic times. The loan modification plans in place temporarily reduce the borrower's monthly payment for up to a two year period without changing the original loan term or interest rate. As of June 30, 2018 and 2017, the total principal balance outstanding of loans in a modified status was \$42M and \$59M and represented approximately 3.3% and 4.9% of all loans in repayment, respectively. At June 30, 2018 and 2017, these modified loans were 96% and 97% current, respectively, defined as less than 30 days past due, in regard to monthly payments received under the modified terms. Loans in a modified payment plan status are factored into the allowance for education loan notes receivable, which is based on historical default and recovery performance.

The Authority originates loans in cooperation with participating non-profit independent and public colleges and universities in Massachusetts, which have students from throughout the United States. Further, it

originates loans from non-profit independent and public colleges and universities from outside of the Commonwealth for those Massachusetts residents attending schools out of state. Through June 30, 2018, the Authority had originated loans through 1,060 out of state higher education institutions since 1998 when the program was implemented.

The loan and debt service reserve funds are designed and funded to provide another level of support for defaulted loans and debt service payments that provide stability to the cash flow of the bond issuance. On an annual basis, the reserve requirements are reviewed and funded by cash balances or surety bond agreements at levels approved by the insurer or rating agencies of each specific bond issue. The fund balance of the loan and debt service reserve requirements in aggregate was \$20.2M and \$19.6M for fiscal years 2018 and 2017, respectively.

6. BONDS PAYABLE

The activity related to the Authority's bonds payable for the fiscal years ended 2018 and 2017 was as follows:

(in thousands)	<u>2018</u>	<u>2017</u>
Bonds outstanding, gross beginning balance	\$ 1,665,931	\$ 1,676,785
Bonds issued	306,346	160,515
Bonds redeemed	<u>(228,585)</u>	<u>(171,369)</u>
Bonds outstanding, gross ending balance	1,743,692	1,665,931
Net unamortized issuance premiums	<u>52,250</u>	<u>51,488</u>
Bonds outstanding, net ending balance	<u>\$ 1,795,942</u>	<u>\$ 1,717,419</u>

Bonds payable issued under the individual Trust resolutions are payable from a pledge of the assets and revenues of each Trusteed Bond Fund. Bonds may be redeemed at par and ahead of scheduled maturity under circumstances specified in the Bond Resolutions.

As of June 30, 2018 mandatory annual maturities of bonds principal payable for the next five fiscal years and thereafter are as follows (in thousands):

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	Remaining Schedule	Total Payable
2008 FRN	-	-	-	-	-	45,862	45,862
2009 Issue I	11,995	15,360	-	-	11,495	32,670	71,520
2010 Issue I	14,065	1,170	-	34,915	-	62,205	112,355
2011 Issue J	2,220	5,480	5,440	6,460	7,010	33,330	59,940
2012 Issue J	6,760	13,485	14,905	16,210	8,100	44,850	104,310
2013 Issue K	8,540	13,455	14,735	16,320	17,895	99,420	170,365
2014 Issue I	13,000	4,000	40,000	5,000	8,000	89,145	159,145
2015A Issue I	17,000	11,000	22,000	39,000	9,000	65,390	163,390
2015B Issue I	6,260	6,590	6,420	6,230	5,750	31,230	62,480
2016 Issue J	20,000	13,500	12,000	16,600	22,100	243,265	327,465
2017 Issue K	-	500	3,500	10,955	10,000	135,559	160,514
2018 Issue L	-	-	-	11,710	18,880	275,756	306,346
	<u>\$99,840</u>	<u>\$84,540</u>	<u>\$119,000</u>	<u>\$163,400</u>	<u>\$118,230</u>	<u>\$ 1,158,682</u>	<u>\$1,743,692</u>

In July 2018, the Authority redeemed fixed rate bonds outstanding of \$83.7M and \$3.4M of floating rate notes.

The following is a summary of the principal maturities and estimated interest expense for the bonds payable outstanding at June 30, 2018 (in thousands):

Year Ending June 30	Principal	Interest	Total Debt Service
2019	99,840	72,452	172,292
2020	84,540	74,143	158,683
2021	119,000	70,040	189,040
2022	163,400	63,786	227,186
2023	118,230	55,665	173,895
2024-2028	667,000	181,021	848,021
2029-2033	333,830	60,799	394,629
2034-2038	81,652	26,780	108,432
2039-2043	-	14,385	14,385
2044-2048	76,200	11,189	87,389
	\$1,743,692	\$630,260	\$2,373,952

Total interest expense for the years ended June 30, 2018 and 2017 was \$66.1M and \$65.2M, respectively. For fiscal years 2018 and 2017 there is \$1.5M and \$3.2M of amortization of net deferred gain on bond program activities included in the total bond interest expense, respectively. Also, for fiscal years 2018 and 2017 bond interest expense includes \$6.9M and \$4.6M amortization of bond issuance premium, respectively.

Issue FRN 2008

On July 2, 2008, under the FRN Indenture, the Authority issued \$296M principal amount of floating rate bonds with a final maturity date of April 25, 2038. Quarterly interest payments are required on each distribution date, which is the 25th day of the month for the months of January, April, July and October. The notes will bear interest at an annual rate equal to three-month LIBOR plus 0.95%. Outstanding note principal may be redeemed on each quarterly distribution as determined by the Indenture requirements. As a result of redemptions of \$12.9M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$45.9M.

Issue H Series 2008A

On September 16, 2008, under the Issue H Series 2008 Bond Resolution, the Authority issued \$400M principal amount of bonds requiring annual principal payments each January 1 commencing on January 1, 2016. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2009. Issue H Series 2008 Bonds mature as follows: \$400M term bonds which mature January 1, 2022 and January 1, 2030 with interest rates ranging from 6.125% to 6.35%. The Issue H Series 2008 Bonds are subject to sinking fund installments totaling \$159.7M from 2016 to 2022 in annual amounts ranging from \$1.6M to \$30.1M and \$240.4M from 2022 to 2030 in annual amounts ranging from \$4.6M to \$38.7M. Bonds maturing on or after January 1, 2019, are redeemable at the option of the Authority, in whole or in part, on any date on or after January 1, 2018.

As a result of redemptions of \$8.1M and an optional refunding of the remaining \$57.8M on June 28, 2018, all bonds in the series were retired at June 30, 2018.

Issue I Series 2009A

On June 26, 2009, under the Issue I 2009 Bond Resolution, the Authority issued \$289M principal amount of bonds dated June 30, 2009, requiring annual principal payments each January 1 commencing on January 1, 2012. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2010. Issue I 2009A Bonds mature as follows: \$132.4M serial bonds which mature annually from 2012 to 2020 in annual amounts ranging from \$2.5M to \$17.8M with interest at rates ranging from 3.40% to 5.75%; and \$156.6M term bonds which mature in 2023 and 2028. The term bonds are subject to annual sinking fund installments totaling \$41.9M from 2021 to 2022 and \$114.7M from 2023 to 2027. Bonds maturing on or after January 1, 2023, are redeemable at the option of the Authority, in whole or in part, on any date on or after January 1, 2020. The Issue I 2009 Bonds were issued with a premium of \$1.7M.

As a result of scheduled maturities and redemptions of \$27.1M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$71.8M including the unamortized premium that was incorporated in the initial sale of the bonds.

Issue I Series 2010A and 2010B

On February 3, 2010, under the Issue I 2010 Bond Resolution, the Authority issued \$318.5M principal amount of bonds dated February 18, 2010 requiring annual principal payments each January 1 commencing January 1, 2012. Semiannual interest payments are required each January 1 and July 1 commencing on July 1, 2010. Issue I Series 2010A Bonds mature as follows: \$318.5M serial bonds which mature annually from 2012 to 2030 in annual amounts ranging from \$4.2M to \$37.8M with interest at rates ranging from 2.00% to 5.50%. Bonds maturing on or after January 1, 2021, are redeemable at the option of the Authority, in whole or in part, on any date on or after January 1, 2020.

On February 3, 2010, under the Issue I 2010 Bond Resolution, the Authority issued \$86.5M principal amount of bonds dated February 18, 2010 requiring annual principal payments each January 1 commencing January 1, 2012. Semiannual interest payments are required each January 1 and July 1 commencing on July 1, 2010. Issue I Series 2010B Bonds mature as follows: \$41.2M serial bonds which mature annually from 2012 to 2020 in annual amounts ranging from \$2.0M to \$7.1M with interest at rates ranging from 2.55% to 5.375%; and \$45.3M term bonds which mature 2023 and 2031. The term bonds are subject to annual sinking fund installments totaling \$10.6M from 2021 to 2022 and \$34.7M from 2029 to 2030. Bonds maturing on or after January 1, 2023, are redeemable at the option of the Authority, in whole or in part, on any date on or after January 1, 2020.

The Issue I 2010 Bonds were issued with a premium of \$4.4M.

As a result of scheduled maturities and redemptions of \$27.2M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$113M, including the unamortized premium that was incorporated in the initial sale of the bonds and net deferred gain on bond program activities.

Issue J Series 2011

On June 24, 2011, under the Issue J 2011 Bond Resolution, the Authority issued \$102.9M principal amount of bonds dated July 13, 2011 requiring annual principal payments each July 1 commencing July 1, 2017. Semiannual interest payments are required each January 1 and July 1 commencing on July 1, 2012. Issue J Series 2011 Bonds mature as follows: \$90.9M serial bonds which mature annually from 2017 to 2029 in annual amounts ranging from \$0.5M to \$11.2M with interest at rates ranging from 4.00% to 5.625%; and \$12M of term bonds which mature in 2033. The Issue J Series 2011 Bonds are subject to sinking fund installments totaling \$12M from fiscal 2030 to 2033 in annual amounts ranging from \$1.5M to \$8.6M. Bonds maturing on or after July 1, 2022, are redeemable at the option of the Authority, in whole or in part, on any date on or after July 1, 2021. The Issue J Series 2011 Bonds were issued at a discount of \$0.4M.

As a result of scheduled maturities and redemptions of \$14.3M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$59.8M, including the unamortized discount that was incorporated in the initial sale of the bonds.

Issue J Series 2012

On June 1, 2012, under the Issue J 2012 Bond Resolution, the Authority issued \$168.3M principal amount of bonds dated June 27, 2012 requiring annual principal payments each July 1 commencing July 1, 2018. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2013. Issue J Series 2012 Bonds are term bonds which mature annually from 2018 to 2030 in annual amounts ranging from \$2.5M to \$25.7M with interest at rates ranging from 3.10% to 5.00%. Bonds maturing on July 1, 2022, are redeemable at the option of the Authority, in whole or in part, on any date on or after July 1, 2021. The Issue J Series 2012 Bonds were issued with a premium of \$4.2M.

As a result of redemptions of \$20.8M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$106M, including the unamortized premium that was incorporated in the initial sale of the bonds.

Issue K Series 2013

On June 20, 2013, under the Issue K 2013 Bond Resolution, the Authority issued \$222M principal amount of bonds dated June 27, 2013 requiring annual principal payments each July 1 commencing July 1, 2015. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2014. Issue K Series 2013 Bonds mature as follows: \$135.1M serial bonds which mature annually from fiscal year 2016

to 2026 in annual amounts ranging from \$1.2M to \$20.8M with interest at rates ranging from 2.00% to 5.00%, \$86.9M of term bonds maturing in 2029 and 2032 with interest at rates of 5.25% and 5.375%. Bonds maturing on or after July 1, 2023 are redeemable at the option of the Authority, in whole or in part, on any date on or after July 1, 2022. The Issue K Series 2013 Bonds were issued with a premium of \$4.6M.

As a result of scheduled maturities of \$1.2M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$172.9M, including the unamortized premium that was incorporated in the initial sale of the bonds.

Issue I Series 2014

On May 8, 2014, under the Issue I 2014 Bond Resolution, the Authority issued \$185.7M principal amount of bonds dated June 17, 2014 requiring annual principal payments each January 1 commencing January 1, 2017. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2015. Issue I Series 2014 Bonds mature as follows: \$167.6M serial bonds which mature annually from fiscal year 2017 to 2027 in annual amounts ranging from \$0.8M to \$37.5M with interest at rates ranging from 3.00% to 5.00%, \$18.1M of term bonds maturing in 2032 with an interest rate of 4.375%. Bonds maturing on or after January 1, 2026 are redeemable at the option of the Authority, in whole or in part, on any date on or after January 1, 2025. The Issue I Series 2014 Bonds were issued with a premium of \$15.5M.

As a result of scheduled maturities and redemptions of \$18.1M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$169.3M, including the unamortized premium that was incorporated in the initial sale of the bonds.

Issue I Series 2015A

On May 28, 2015, under the Issue I 2015A Bond Resolution, the Authority issued \$184.8M principal amount of bonds dated July 9, 2015 requiring annual principal payments each January 1 commencing January 1, 2017. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2016. The Issue I Series 2015A Bonds mature annually from 2017 to 2032 in annual amounts ranging from \$0.3M to \$38.7M with interest at rates ranging from 3.00% to 5.00%. Bonds maturing on or after January 1, 2026 are redeemable at the option of the Authority, in whole or in part, on any date on or after January 1, 2025. The Issue I Series 2015A Bonds were issued with a premium of \$15.2M.

As a result of scheduled maturities and redemptions of \$19.4M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$174.4M, including the unamortized premium that was incorporated in the initial sale of the bonds.

Issue I Series 2015B-1 and 2015B-2

On November 18, 2015, under the Issue I 2015B Bond Resolution, the Authority issued \$21M principal amount of floating rate planned amortization class (PAC) bonds dated November 30, 2015. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2016. Issue I Series 2015B-1 Bonds mature as follows: \$6M PAC bonds maturing in 2031 with mandatory semi-annual PAC installments from 2017 to 2019 in amounts ranging from \$0.2M to \$2.3M bearing an interest rate of one-month LIBOR plus 1.75%; \$15M PAC bonds maturing in 2032 with semi-annual mandatory PAC installments from 2019 to 2028 in amounts ranging from \$0.1M to \$1.0M bearing an interest rate of one month LIBOR plus 2.05%.

On November 18, 2015, under the Issue I 2015B Bond Resolution, the Authority issued \$55M principal amount of fixed rate serial, term and PAC bonds dated November 30, 2015. Semiannual interest payments are required each January 1 and July 1 commencing on July 1, 2016. Issue I Series 2015B-2 Bonds mature as follows: \$21.6M serial bonds which mature semi-annually from 2017 to 2023 in annual amounts ranging from \$1.5M to \$2.0M with interest at rates ranging from 2.00% to 3.875%; \$22.2M term bonds maturing in 2025 and 2030 bearing interest rates of 4.0% and 4.7% respectively; \$11.2M PAC bonds maturing in 2032 bearing an interest rate of 4% and requiring semi-annual mandatory PAC installments from 2017 to 2024 in amounts ranging from \$0.01M to \$2M. Term bonds are subject to sinking fund installments totaling \$22M from 2024 to 2030 in amounts ranging from \$900K to \$2M. Bonds maturing on or after July 1, 2026 are redeemable at the option of the Authority, in whole or in part, on any date on or after January 1, 2026.

The Issue I Series 2015B Bonds were issued at a discount of \$1.6M.

As a result of scheduled maturities and redemptions of \$9.2M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$61.4M, including the unamortized discount that was incorporated in the initial sale of the bonds.

Issue J Series 2016

On May 25, 2016, under the Issue J 2016 Bond Resolution, the Authority issued \$340M principal amount of bonds dated June 16, 2016 requiring annual principal payments each July 1 commencing July 1, 2018. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2017. Issue J Series 2016 Bonds mature as follows: \$137.7M serial bonds which mature annually from 2018 to 2024 in annual amounts ranging from \$12M to \$27.4M with interest at rates ranging from 4.00% to 5.00%, \$202.3M of term bonds which mature in 2033 with an interest rate of 3.5%. The term bonds are subject to annual sinking fund installments totaling \$202.3M from 2025 to 2033 in amounts ranging from \$10.0M to \$34.7M. Bonds maturing on or after July 1, 2033 are redeemable at the option of the Authority, in whole or in part, on any date on or after July 1, 2024. The Issue J Series 2016 Bonds were issued with a premium of \$13M.

As a result of redemptions of \$12.5M in fiscal year 2018, the ending balance of this entire series as of June 30, 2018 is \$338.3M, including the unamortized premium that was incorporated in the initial sale of the bonds.

Issue K Series 2017A and 2017B

On June 1, 2017, under the Issue K 2017 Bond Resolution, the Authority issued \$117.8M principal amount of Senior Series 2017A bonds dated June 13, 2017. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2018. Issue K Series 2017A Bonds mature as follows: \$75.1M serial bonds which mature annually on July 1 from 2019 to 2026 in amounts ranging from \$0.5M to \$15M with interest at rates ranging from 3.00% to 5.00%; \$42.7M term bonds which mature in 2032 with an interest rate of 3.6%. The Issue K Series 2017A Bonds are subject to sinking fund installments totaling \$42.7M from fiscal 2027 to 2032 in annual amounts ranging from \$3.1M to \$10.7M.

On June 1, 2017, under the Issue K 2017 Bond Resolution, the Authority issued \$42.8M principal amount of Subordinate Series 2017B bonds dated June 13, 2017. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2018. Issue K Series 2017B Bonds are term bonds which mature in 2046 with an interest rate of 4.3%.

Bonds maturing on or after July 1, 2032, are redeemable at the option of the Authority, in whole or in part, on any date on or after July 1, 2026.

The Issue K 2017 Bonds were issued with a premium of \$9.3M.

The ending balance of this entire series as of June 30, 2018 is \$169.2M, including the unamortized premium that was incorporated in the initial sale of the bonds.

Issue L Series 2018A, 2018B & 2018C

On May 17, 2018, under the Issue L 2018 Bond Resolution, the Authority issued \$159M principal amount of Senior Series 2018A Bonds dated June 13, 2018. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2019. Issue L Series 2018A Bonds mature as follows: \$93.2M serial bonds which mature annually on July 1 from 2021 to 2028 in amounts ranging from \$7.1M to \$14.4M with interest at rates ranging from 3.48% to 4.16%; \$65.8M term bonds which mature in 2034 with an interest rate of 4.408%. The Issue L Series 2018A Bonds are subject to sinking fund installments totaling \$65.8M from 2029 to 2034 in annual amounts ranging from \$7.3M to \$13.7M. 2018A Bonds maturing on or after July 1, 2029, are redeemable at the option of the Authority, in whole or in part, on any date on or after July 1, 2028.

On May 17, 2018, under the Issue L 2018 Bond Resolution, the Authority issued \$114M principal amount of Senior Series 2018B Bonds dated June 13, 2018. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2019. Issue L Series 2018B Bonds mature as follows: \$77.8M serial bonds which mature annually on July 1 from 2021 to 2028 in amounts ranging from \$4.7M to \$11.8M with an interest rate of 5%; \$36.3M term bonds which mature in 2034 with an interest rate of 3.625%. The Issue L Series 2018B Bonds are subject to sinking fund installments totaling \$36.1M from 2029 to 2034 in annual amounts ranging from \$2.8M to \$6.8M. 2018B Bonds maturing on or after July 1, 2027, are redeemable at the option of the Authority, in whole or in part, on any date on or after July 1, 2026.

On May 17, 2018, under the Issue L 2018 Bond Resolution, the Authority issued \$33.4M principal amount of Subordinate Series 2018C Bonds dated June 13, 2018. Semiannual interest payments are required each January 1 and July 1 commencing on January 1, 2019. Issue L Series 2018C Bonds are term bonds which mature in 2046 with an interest rate of 4.125%. 2018C Bonds are redeemable at the option of the Authority, in whole or in part, on any date on or after July 1, 2026.

The Issue L 2018 Bonds were issued with a premium of \$7.6M.

The ending balance of this entire series as of June 30, 2018 is \$314M, including the unamortized premium that was incorporated in the initial sale of the bonds.

7. NOTES PAYABLE

On March 30, 2017, the Authority adopted the Note Resolution authorizing the issuance and sale of up to \$250M of Commercial Paper Revenue Notes, Series A. The Notes are interest bearing obligations with maturities no later than 270 days from their date of issuance and payable primarily from draws on the Letter of Credit at maturity as well as revenues and the funds and accounts established and pledged under the Note Resolution. There was no outstanding balance on the Letter of Credit at June 30, 2018.

The activity related to the Notes for the fiscal years ended 2018 and 2017 was as follows:

<u>(in thousands)</u>	<u>2018</u>	<u>2017</u>
Notes outstanding, beginning balance	\$ 57,800	\$ -
Net commercial paper notes issued	<u>105,700</u>	<u>57,800</u>
Notes outstanding, ending balance	<u>\$ 163,500</u>	<u>\$ 57,800</u>

Total interest expense on the Notes for the fiscal years ended June 30, 2018 and June 30, 2017 was \$1.9M and \$103.8K, respectively. Interest rates on Notes issued during fiscal year 2018 range from 1.20% to 2.18% with maturities ranging from 1 day to 98 days. Interest rates on Notes issued during fiscal year 2017 ranged from 0.95% to 1.25% with maturities ranging from 5 days to 97 days.

The Notes are a short term financing mechanism and the Authority intends to issue a combination of long term revenue bonds and asset backed notes to finance the education loans originated with proceeds from the Notes. As the Authority has the ability to consummate the financing as it refinanced the Notes on a long-term basis subsequent to year-end (see Note 14), the obligation is reported as a Non-current liability on the Statement of Net Position.

8. DERIVATIVES DISCLOSURE

As a method to manage the debt costs associated with financing student loans, the Authority has engaged in the use of interest rate cap derivatives which were structured specifically with regard to its underlying asset portfolio. In recognition of the potential risks associated with the products, the Authority employed certain risk management techniques such as embedded call options, credit support annexes and amortizing notional amounts that will provide for efficiency and flexibility in its future ability to manage the derivative portfolio. For derivatives, it is the Authority's policy not to engage in trading, market making or other speculative activities.

Interest Rate Caps

Objective of interest rate caps

The purpose of the cap was to place a ceiling on the debt service payments associated with variable rate bonds that have since been retired. Capping the variable rate debt allowed the Authority to offer variable rate loans to borrowers with the assurance that the interest rate assessed on their loans would not exceed a specific rate. It is the intent that the caps will remain in effect until the maturity date of the derivative trade or could be terminated early as part of any Statement of Net Position management strategy.

The fair values of the interest rate caps were as follows:

June 30, 2018					
(in thousands)					
Associated Bond Issue	Notional Amounts	Effective Date	Fair Values	Cap Maturity Date	Counterparty Credit Rating
Issue E 2003B	\$5,350	3/13/2003	\$0.2	January 2027	(Aa3/A+)
Issue E 2003E	\$7,590	3/10/2004	\$0.1	January 2026	(Aa3/A+)
Issue E 2004B	\$9,600	3/31/2005	\$0.2	January 2026	(Aa3/A+)
Issue E 2006C	\$23,300	6/13/2006	\$8.9	July 2027	(Aa3/A+)
Issue E 2007C	<u>\$78,600</u>	4/5/2007	<u>\$161</u>	January 2033	(Aa3/A+)
	<u>\$124,440</u>		<u>\$170</u>		

June 30, 2017					
(in thousands)					
Associated Bond Issue	Notional Amounts	Effective Date	Fair Values	Cap Maturity Date	Counterparty Credit Rating
Issue E 2003B	\$7,430	3/13/2003	\$0.3	January 2027	(A1/A)
Issue E 2003E	\$10,380	3/10/2004	\$0.2	January 2026	(A1/A)
Issue E 2004B	\$12,270	3/31/2005	\$0.4	January 2026	(A1/A)
Issue E 2006C	\$27,400	6/13/2006	\$8.5	July 2027	(A1/A)
Issue E 2007C	<u>\$85,000</u>	4/5/2007	<u>\$188</u>	January 2033	(A1/A)
	<u>\$142,480</u>		<u>\$197</u>		

Terms, fair value and credit risk

As of June 30, 2018, approximately 18% of the portfolio of interest rate caps consisted of a strike rate of 75% of one year USD-LIBOR-BBA as the underlying interest rate with a cap rate of 9.00%, while approximately 82% of the portfolio had a strike rate of 100% of one month USD-LIBOR-BBA and a cap rate of 9.40%. All interest rate caps were purchased with a one time, up-front payment generally upon the closing of each individual bond issuance. The total cost of all caps purchased historically was \$4.1M. All of the \$124M in notional outstanding as of June 30, 2018, were structured to amortize until final maturity of the trade.

Fair value: The fair values of the interest rate caps were developed using the zero-coupon discounting method which takes into consideration the prevailing benchmark interest rate environment, the specific terms and conditions of a given transaction, and assumes that the current forward rates implied by the benchmark yield curve are the market's best estimate of future spot interest rates. The income approach is then used to obtain the fair value of the transactions, where future amounts (the expected transaction cash flows) are converted to a single current (discounted) amount. Given the observability of inputs that are significant to the entire measurements, the fair values of the transactions are categorized as Level 2 inputs (inputs other than quoted prices that are observable).

Derivatives that do not meet the criteria of an effective hedging relationship are considered investment derivatives and changes in fair value are presented as an increase or decrease in fair value of investment derivatives on the Statement of Revenues, Expenses & Changes in Net Position. During fiscal year 2018, the decrease in fair value for investment derivatives recorded as expense was \$27K. In fiscal year 2017, the fair value of investment derivatives increased and \$20K of income was recognized.

Credit Risk: As of June 30, 2018, the UBS AG counterparty rating for the cap portfolio was at least A2/A by Moody's and S&P, respectively. Credit risk may occur if the counterparty is unable to fulfill its obligation to reimburse the Authority the difference between the market interest rate and the cap.

Termination risk: The interest rate cap contract employs the ISDA Master Agreement, which includes standard termination events, such as decrease in credit ratings, failure to pay and bankruptcy. The counterparty must maintain a long-term debt rating of at least A2 from Moody's and at least A from Standard & Poor's. The Authority may terminate any of its caps at any time; however, the counterparty's rights are limited to defined events.

9. COLLEGE SAVINGS INVESTING PROGRAMS

The U.Plan was developed by the Authority in cooperation with the Commonwealth of Massachusetts, pursuant to specific legislative authorization in 1989. The purpose of the U.Plan is to allow families to save for undergraduate tuition at participating Massachusetts colleges and universities in a manner designed to preserve the purchasing power of the savings.

As of June 30, 2018 and 2017, the Authority had deposits of \$5.7M and \$7.1M respectively, for the purchase of tuition certificates under the Commonwealth of Massachusetts General Obligation Bonds, effective August 1, 2018 and August 1, 2017, respectively.

As part of the annual cycle of the U.Plan program, Commonwealth of Massachusetts General Obligation Bonds were purchased as follows:

(in thousands)

	<u>Bonds Purchased</u>	<u>Issue Date</u>	<u>Maturity Dates From/Through</u>
1995 College Opportunity Bonds, Series A	\$ 26,122	August 1, 1995	August 1, 2000 / 2015
1996 College Opportunity Bonds, Series A	\$ 18,970	August 1, 1996	August 1, 2001 / 2016
1997 College Opportunity Bonds, Series A	\$ 19,902	August 1, 1997	August 1, 2002 / 2017
1998 College Opportunity Bonds, Series A	\$ 17,683	August 1, 1998	August 1, 2003 / 2018
1999 College Opportunity Bonds, Series A	\$ 12,862	August 1, 1999	August 1, 2004 / 2019
2000 College Opportunity Bonds, Series A	\$ 6,626	August 1, 2000	August 1, 2005 / 2020
2001 College Opportunity Bonds, Series A	\$ 5,636	August 1, 2001	August 1, 2006 / 2021
2002 College Opportunity Bonds, Series A	\$ 5,970	August 1, 2002	August 1, 2007 / 2022
2003 College Opportunity Bonds, Series A	\$ 6,343	August 1, 2003	August 1, 2008 / 2023
2004 College Opportunity Bonds, Series A	\$ 7,118	August 1, 2004	August 1, 2009 / 2024
2005 College Opportunity Bonds, Series A	\$ 7,078	August 1, 2005	August 1, 2010 / 2025
2006 College Opportunity Bonds, Series A	\$ 5,763	August 1, 2006	August 1, 2011 / 2026
2007 College Opportunity Bonds, Series A	\$ 6,028	August 1, 2007	August 1, 2012 / 2027
2008 College Opportunity Bonds, Series A	\$ 5,894	August 1, 2008	August 1, 2013 / 2028
2009 College Opportunity Bonds, Series A	\$ 6,903	August 1, 2009	August 1, 2014 / 2029
2010 College Opportunity Bonds, Series A	\$ 8,426	August 1, 2010	August 1, 2015 / 2030
2011 College Opportunity Bonds, Series A	\$ 9,031	August 1, 2011	August 1, 2016 / 2031
2012 College Opportunity Bonds, Series A	\$ 11,738	August 1, 2012	August 1, 2017 / 2032
2013 College Opportunity Bonds, Series A	\$ 10,998	August 1, 2013	August 1, 2018 / 2033
2014 College Opportunity Bonds, Series A	\$ 9,781	August 1, 2014	August 1, 2019 / 2034
2015 College Opportunity Bonds, Series A	\$ 9,209	August 1, 2015	August 1, 2020 / 2035
2016 College Opportunity Bonds, Series A	\$ 8,675	August 1, 2016	August 1, 2021 / 2036
2017 College Opportunity Bonds, Series A	\$ 9,442	August 1, 2017	August 1, 2022 / 2037
Total	<u>\$ 236,198</u>		

The tuition certificates represent a beneficial ownership interest in these bonds. The bonds bear interest at a rate equal to the annual increase in the consumer price index plus 2.5%. Between the date deposits are collected from participants and the purchase of the bonds, the amounts collected and a related liability to participants are recorded on the Statement of Net Position as certificates payable. Once bonds are purchased, the liability is removed from the Statement of Net Position of the Authority. When bonds mature, the cash is moved to an investment account restricted to MEFA's use and an associated liability to U.Plan participants is recorded on the Statement of Net Position. As of June 30, 2018 and 2017, included in accounts payable and accrued expenses, were matured certificates payable to U.Plan participants in the amounts of \$12M and \$12.6M, respectively.

The U.Fund was developed by the Authority on behalf of the Commonwealth of Massachusetts under section 529 of the Internal Revenue Code of 1986, as amended. The purpose of the U.Fund is to allow families to save for higher education expenses through the investment in mutual funds, which are professionally managed by Fidelity Investments. At June 30, 2018 and 2017, the U.Fund was composed of thirty six mutual fund portfolios generally comprised of stock, bond, and money market funds. Each portfolio is designed to accommodate the asset allocation based on the risk profile of the participants. As of June 30, 2018 and 2017, net assets for the U.Fund were \$6,079M and \$5,649M, respectively.

10. RELATED PARTIES

During fiscal year 2018, four members of the Authority were officers/trustees of participating institutions and 2 members of the Authority were officers/trustees of participating institutions in fiscal year 2017. For the fiscal years ended June 30, 2018 and 2017, the Authority purchased loans totaling \$30.2M and \$27.6M, respectively, in principal balance, from these institutions. At June 30, 2018 and 2017, \$179.4M and \$165.7M, respectively, of loans purchased from those institutions were outstanding.

11. DEFINED CONTRIBUTION PLANS

All employees of the Authority participate in a defined contribution plan, the Massachusetts Educational Financing Authority Retirement Saving Plan (the "Plan"). The Authority annually contributes an amount equal to 11% of an employee's annual gross salary to the Plan. Vesting at 100% occurs in the Plan after two years of employment. The Authority also matches 50% of employee salary contributions up to a maximum of 6% to the Deferred Compensation Plan of the Massachusetts Education Financing Authority (the "Deferred Plan"). Total employee contributions to the Deferred Plan for the years ended June 30, 2018 and 2017 were \$341K and \$320K, respectively. It is the Authority's policy to fund contributions to both plans on a current basis. Total retirement plan expense for the years ended June 30, 2018 and 2017 was \$705K and \$599K, respectively. The Authority pays administrative expenses of the plans for the plan participants and TD Ameritrade is the custodian of the plan assets.

12. LEASE COMMITMENT

The Authority's operating lease agreement for its former office space expired in February 2018 and a new operating lease agreement was entered into to relocate the MEFA office. The new operating lease agreement commenced in March 2018, with an initial term of ten years and a five year renewal option. The office lease payments are subject to the Authority paying certain operating costs, such as annual escalation for increases in real estate taxes and operating expenses. The Authority also has other operating lease arrangements for office equipment.

As of June 30, 2018, annual minimum operating lease payments for office space and office equipment are as follows for the following five fiscal years and thereafter:

(in thousands)

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>202</u>	<u>Thereafter</u>
Minimum operating lease payments	\$ 714	\$ 715	\$ 728	\$ 742	\$ 755	\$ 3,700

The following schedule shows the composition of total operating lease expenses included in general and administrative expense on the Statement of Revenues, Expenses and Changes in Net Position for the years ended June 30:

(in thousands)

	<u>2018</u>	<u>2017</u>
Minimum operating lease expenses	\$ 824	\$ 878
Additional operating lease expenses	167	204
Total operating lease expenses	<u>\$ 991</u>	<u>\$ 1,082</u>

13. CAPITAL EQUIPMENT

The activity related to the Authority's capital assets for the fiscal years ended 2018 and 2017, respectively, was as follows:

(in thousands)

	June 30, 2017	Additions	Disposals	June 30, 2018
Computer hardware	\$ 885	\$ 81	\$ (428)	\$ 538
Computer software	7,114	576	(5)	7,685
Furniture	804	405	(775)	434
Equipment	158	125	(6)	277
Leasehold improvements	540	564	(540)	564
Total capital equipment (at cost)	9,501	1,751	(1,754)	9,498
Accumulated depreciation	(7,614)	(1,049)	1,754	(6,909)
Capital equipment, net	<u>\$ 1,887</u>	<u>\$ 702</u>	<u>\$ -</u>	<u>\$ 2,589</u>

	June 30, 2016	Additions	Disposals	June 30, 2017
Computer hardware	\$ 876	\$ 9	\$ -	\$ 885
Computer software	6,174	940	-	7,114
Furniture	796	8	-	804
Equipment	158	-	-	158
Leasehold improvements	540	-	-	540
Total capital equipment (at cost)	8,544	957	-	9,501
Accumulated depreciation	(6,844)	(770)	-	(7,614)
Capital equipment, net	<u>\$ 1,700</u>	<u>\$ 187</u>	<u>\$ -</u>	<u>\$ 1,887</u>

Fiscal year 2018 disposals include the retirement of fully depreciated leasehold improvements and other capital equipment related to the decommissioning of the Authority's former office space.

Included in general and administrative expenses are depreciation expenses of \$1,049K and \$770K for the years ended June 30, 2018 and June 30, 2017, respectively.

14. SUBSEQUENT EVENTS

On August 27, 2018, as part of the annual cycle of the U.Plan prepaid tuition program, the Authority purchased Commonwealth of Massachusetts General Obligation Bonds in the amount of \$8.1M at which time the corresponding liability to program participants was removed from the Statement of Net Position of the Authority.

On October 3, 2018, the Authority issued \$164.1M of Education Loan Asset-Backed Notes, Series 2018-A ("ABS Notes") for the purpose of securitizing certain refinancing loans initially originated under the Authority's Education Loan Commercial Paper Revenue Note Resolution (the "Notes") and the I15B-1 Trust. Proceeds from the ABS Notes will be used redeem the outstanding Notes and I15B-1 bonds.

NOTES TO FIDUCIARY FUND FINANCIAL STATEMENTS

1. THE ATTAINABLE PLAN

In May 2017, the Authority, on behalf of the Commonwealth, introduced the Attainable Savings Plan (the “Attainable Plan”). The Attainable Plan, established under the Achieving a Better Life Experience (ABLE) Act of 2014, is a tax advantaged savings plan under Section 529A of the Internal Revenue Code that allows individuals with disabilities to save for qualifying disability expenses through investment vehicles such as mutual funds. Those funds are professionally managed by Fidelity Management & Research Company (FMR) and held by the Authority in investment Portfolios on behalf of the owners in an agency fund. An agency fund is a type of fiduciary fund used to report assets held in a trustee or agency capacity for others and therefore cannot be used to support a government’s own programs. Fiduciary fund financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting in conformity with accounting principles generally accepted in the United States of America. Under this method of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of cash flow. The Governmental Accounting Standards Board (“GASB”) requires fiduciary funds be reported separately from the basic financial statements of business type activities.

2. BASIS OF PRESENTATION

Accounting and Reporting Standards

These financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America, as prescribed by the GASB, which requires management to make certain estimates and assumptions at the date of the financial statements. Actual results could differ from those estimates.

The GASB defines the basic financial statements of a fiduciary agency fund as the Statement of Fiduciary Net Position, which presents information on the Attainable Plan’s assets and liabilities. The following summarizes the significant accounting policies of the Attainable Plan:

Investment Valuation

Each Portfolio categorizes the inputs to valuation techniques used to value its investments into a disclosure hierarchy: Level 1 inputs (quoted prices in active markets for identical investments), Level 2 inputs (inputs other than quoted prices that are observable) and Level 3 inputs (unobservable inputs). As of June 30, 2018 and June 30, 2017, all investments held by the Portfolios are categorized as Level 1.

3. PLAN FEES

The Authority has entered into a Management & Administrative Services agreement with Fidelity Brokerage Services, LLC to provide administrative, record keeping, distribution and marketing services to the Attainable plan. Under this agreement and a related agreement with FMR, a Management and Administration Fee is charged to the Portfolios at an annual rate based on the net assets of each Portfolio. This fee has two components, a Program Manager fee paid to FMR, which ranges from .00% to .15% and a State Sponsor fee paid to the Authority, which ranges from .00% to .05%.

4. INVESTMENTS

The following summarizes the value of the investments of the Attainable Plan:

Portfolios	Underlying Funds	June 30, 2018	June 30, 2017
ABLE Conservative Income 20%	Fidelity Asset Manager® 20%	\$531,289	\$24,330
ABLE Income 30% Portfolio	Fidelity Asset Manager® 30%	573,174	67,817
ABLE Moderate Income 40% Portfolio	Fidelity Asset Manager® 40%	543,380	15,671
ABLE Balanced 50% Portfolio	Fidelity Asset Manager® 50%	1,366,853	121,469
ABLE Moderate Growth 60% Portfolio	Fidelity Asset Manager® 60%	1,322,776	78,255
ABLE Growth 70% Portfolio	Fidelity Asset Manager® 70%	1,362,515	118,897
ABLE Aggressive Growth 85% Portfolio	Fidelity Asset Manager® 85%	2,098,889	150,573
ABLE Money Market Portfolio	Fidelity® Government Cash Reserves	1,816,742	86,355
		\$9,615,618	\$663,367

Supplemental Schedules

Massachusetts Educational Financing Authority
Supplemental Schedule 1
Statements of Net Position
June 30, 2018 and 2017

	2018					2017				
	Trusteed Bond Funds	Trusteed Note Funds	College Savings Funds	Authority Funds	Total	Trusteed Bond Funds	Trusteed Note Funds	College Savings Funds	Authority Funds	Total
Assets										
Current assets										
Cash and cash equivalents	\$ 202,014	\$ 16,733	\$ 1,185	\$ 1,262	\$ 221,194	\$ 189,498	\$ 1,072	\$ 511	\$ 1,357	\$ 192,438
Investments	-	-	18,888	-	18,888	-	-	21,462	-	21,462
Education loan notes receivable, net	104,836	7,273	-	1,803	113,912	123,701	2,595	-	2,518	128,814
Interest receivable on educational loan notes	27,212	225	-	-	27,437	28,510	82	-	-	28,592
Prepaid expenses and other assets	584	23	2,654	550	3,811	92	-	2,013	451	2,556
Interfund balances	(650)	-	-	650	-	(482)	-	-	482	-
Total current assets	<u>333,996</u>	<u>24,254</u>	<u>22,727</u>	<u>4,265</u>	<u>385,242</u>	<u>341,319</u>	<u>3,749</u>	<u>23,986</u>	<u>4,808</u>	<u>373,862</u>
Non-current assets										
Cash and cash equivalents	287,311	-	-	-	287,311	206,129	-	-	-	206,129
Investments	-	-	26,683	54,329	81,012	-	-	21,450	39,874	61,324
Derivative instruments - caps	-	-	-	170	170	-	-	-	197	197
Educational loan notes receivable, net	1,337,057	142,768	-	20,189	1,500,014	1,338,860	53,928	-	20,189	1,412,977
Capital equipment, net of accumulated depreciation	-	-	-	2,589	2,589	-	-	-	1,887	1,887
Total assets	<u>\$ 1,958,364</u>	<u>\$ 167,022</u>	<u>\$ 49,410</u>	<u>\$ 81,542</u>	<u>\$ 2,256,338</u>	<u>\$ 1,886,308</u>	<u>\$ 57,677</u>	<u>\$ 45,436</u>	<u>\$ 66,955</u>	<u>\$ 2,056,376</u>
Liabilities										
Current liabilities										
Accounts payable and accrued expenses	\$ 1,575	\$ 3	\$ 11,975	\$ 2,635	\$ 16,188	\$ 1,015	\$ -	\$ 12,586	\$ 1,939	\$ 15,540
Bonds payable - current portion	102,611	-	-	-	102,611	52,721	-	-	-	52,721
Certificates payable	-	-	5,674	-	5,674	-	-	7,084	-	7,084
Accrued bond interest payable	33,379	258	-	-	33,637	34,960	48	-	-	35,008
Total current liabilities	<u>137,565</u>	<u>261</u>	<u>17,649</u>	<u>2,635</u>	<u>158,110</u>	<u>88,696</u>	<u>48</u>	<u>19,670</u>	<u>1,939</u>	<u>110,353</u>
Non-current liabilities										
Notes payable	-	163,500	-	-	163,500	-	57,800	-	-	57,800
Bonds payable - net of current portion	1,693,331	-	-	-	1,693,331	1,664,698	-	-	-	1,664,698
Other liabilities - non-current	-	-	-	20	20	-	-	-	49	49
Total liabilities	<u>1,830,896</u>	<u>163,761</u>	<u>17,649</u>	<u>2,655</u>	<u>2,014,961</u>	<u>1,753,394</u>	<u>57,848</u>	<u>19,670</u>	<u>1,988</u>	<u>1,832,900</u>
Deferred inflows of resources										
Net gain on bond refunding	7,765	-	-	-	7,765	9,243	-	-	-	9,243
Total deferred inflows of resources	<u>7,765</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>7,765</u>	<u>9,243</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>9,243</u>
Total liabilities and deferred inflows of resources	<u>1,838,661</u>	<u>163,761</u>	<u>17,649</u>	<u>2,655</u>	<u>2,022,726</u>	<u>1,762,637</u>	<u>57,848</u>	<u>19,670</u>	<u>1,988</u>	<u>1,842,143</u>
Net position										
Net investment in capital assets	-	-	-	2,589	2,589	-	-	-	1,887	1,887
Restricted	114,262	3,261	12,108	1,867	131,498	123,671	(171)	10,888	1,844	136,232
Unrestricted	5,441	-	19,653	74,431	99,525	-	-	14,878	61,236	76,114
Total net position	<u>119,703</u>	<u>3,261</u>	<u>31,761</u>	<u>78,887</u>	<u>233,612</u>	<u>123,671</u>	<u>(171)</u>	<u>25,766</u>	<u>64,967</u>	<u>214,233</u>
Total liabilities, deferred inflows and net position	<u>\$ 1,958,364</u>	<u>\$ 167,022</u>	<u>\$ 49,410</u>	<u>\$ 81,542</u>	<u>\$ 2,256,338</u>	<u>\$ 1,886,308</u>	<u>\$ 57,677</u>	<u>\$ 45,436</u>	<u>\$ 66,955</u>	<u>\$ 2,056,376</u>

Massachusetts Educational Financing Authority
Supplemental Schedule 1
Statements of Revenues, Expenses and Changes in Net Position
For the years ended June 30, 2018 and 2017

	2018					2017				
	Trusteed Bond Funds	Trusteed Note Funds	College Savings Funds	Authority Funds	Total	Trusteed Bond Funds	Trusteed Note Funds	College Savings Funds	Authority Funds	Total
Operating revenues										
Interest on education loan notes receivable	\$ 93,782	\$ 6,062	\$ -	\$ 33	\$ 99,877	\$ 94,698	\$ 478	\$ -	\$ 142	\$ 95,318
Loan origination fees	9,505	-	-	-	9,505	8,971	-	-	-	8,971
College savings plan interest and fees	-	-	5,699	2	5,701	-	-	5,243	-	5,243
Other revenue	-	-	1,007	-	1,007	-	-	1,087	-	1,087
Total operating revenues	<u>103,287</u>	<u>6,062</u>	<u>6,706</u>	<u>35</u>	<u>116,090</u>	<u>103,669</u>	<u>478</u>	<u>6,330</u>	<u>142</u>	<u>110,619</u>
Operating expenses										
Bond and note interest expense	64,214	1,911	-	-	66,125	65,130	104	-	-	65,234
Costs of bond and note issuance	2,827	-	-	(35)	2,792	1,899	-	-	672	2,571
Provision for doubtful educational loan notes receivable	5,130	836	-	(1,175)	4,791	6,340	550	-	2,809	9,699
General and administrative	18,090	-	1,102	7,106	26,298	17,576	-	1,226	3,309	22,111
Other expense	788	-	-	-	788	424	-	-	22	446
Total operating expenses	<u>91,049</u>	<u>2,747</u>	<u>1,102</u>	<u>5,896</u>	<u>100,794</u>	<u>91,369</u>	<u>654</u>	<u>1,226</u>	<u>6,812</u>	<u>100,061</u>
Operating income (loss)	<u>12,238</u>	<u>3,315</u>	<u>5,604</u>	<u>(5,861)</u>	<u>15,296</u>	<u>12,300</u>	<u>(176)</u>	<u>5,104</u>	<u>(6,670)</u>	<u>10,558</u>
Non-operating revenues (expenses)										
Interest and dividends	2,994	117	391	608	4,110	881	5	128	110	1,124
Increase (decrease) in fair value of derivative instruments	-	-	-	(27)	(27)	-	-	-	20	20
Commitment fees to participating schools (Note 9)	-	-	-	-	-	-	-	-	1	1
Net non-operating (expenses) revenues	<u>2,994</u>	<u>117</u>	<u>391</u>	<u>581</u>	<u>4,083</u>	<u>881</u>	<u>5</u>	<u>128</u>	<u>131</u>	<u>1,145</u>
Income (loss) income before interfund transfers	<u>15,232</u>	<u>3,432</u>	<u>5,995</u>	<u>(5,280)</u>	<u>19,379</u>	<u>13,181</u>	<u>(171)</u>	<u>5,232</u>	<u>(6,539)</u>	<u>11,703</u>
Interfund transfers	(19,200)	-	-	19,200	-	(14,811)	-	(5,000)	19,811	-
Total (decrease) increase in net position	<u>(3,968)</u>	<u>3,432</u>	<u>5,995</u>	<u>13,920</u>	<u>19,379</u>	<u>(1,630)</u>	<u>(171)</u>	<u>232</u>	<u>13,272</u>	<u>11,703</u>
Net position, beginning of year	<u>123,671</u>	<u>(171)</u>	<u>25,766</u>	<u>64,967</u>	<u>214,233</u>	<u>125,301</u>	<u>-</u>	<u>25,534</u>	<u>51,695</u>	<u>202,530</u>
Net position, end of year	<u>\$ 119,703</u>	<u>\$ 3,261</u>	<u>\$ 31,761</u>	<u>\$ 78,887</u>	<u>\$ 233,612</u>	<u>\$ 123,671</u>	<u>\$ (171)</u>	<u>\$ 25,766</u>	<u>\$ 64,967</u>	<u>\$ 214,233</u>

Massachusetts Educational Financing Authority
Supplemental Schedule 1
Statements of Cash Flows
For the years ended June 30, 2018 and 2017

	2018					2017				
	Trusteed Bond Funds	Trusteed Note Funds	College Savings Funds	Authority Funds	Total	Trusteed Bond Funds	Trusteed Note Funds	College Savings Funds	Authority Funds	Total
Cash flows from operating activities:										
Payments for disbursed loans	\$ (224,917)	\$ (104,482)	\$ -	\$ (28)	\$ (329,427)	\$ (274,127)	\$ (57,633)	\$ -	\$ (119)	\$ (331,879)
Payments received on outstanding loan principal	267,013	10,137	-	1,917	279,067	258,478	560	-	2,822	261,860
General & administrative payments	(17,498)	3	(2,289)	(5,413)	(25,197)	(17,450)	-	(1,966)	(2,784)	(22,200)
Interest received on education loans	77,240	5,911	-	33	83,184	78,265	396	-	137	78,798
Proceeds from other sources	-	-	6,678	2	6,680	-	-	6,291	(3)	6,288
Net cash provided by (used in) operating activities	101,838	(88,431)	4,389	(3,489)	14,307	45,166	(56,677)	4,325	53	(7,133)
Cash flows from non-capital financing activities:										
Proceeds from issuance of bonds	313,966	-	-	-	313,966	169,774	-	-	-	169,774
Proceeds from issuance of commercial paper notes	-	131,500	-	-	131,500	-	57,800	-	-	57,800
Costs of bond and note issuance	(2,827)	-	-	35	(2,792)	(1,899)	-	-	(672)	(2,571)
Bond and note interest paid	(74,128)	(1,702)	-	-	(75,830)	(70,376)	(56)	-	-	(70,432)
Principal payments on bonds payable	(228,585)	-	-	-	(228,585)	(171,369)	-	-	-	(171,369)
Principal payments on commercial paper notes	-	(25,800)	-	-	(25,800)	-	-	-	-	-
Commitment fees refunded to participating schools	-	-	-	-	-	-	-	-	(5,059)	(5,059)
Net asset transfers	(19,034)	-	-	19,034	-	(14,782)	-	(5,000)	19,782	-
Net cash (used in) provided by non-capital financing activities	(10,608)	103,998	-	19,069	112,459	(88,652)	57,744	(5,000)	14,051	(21,857)
Cash flows from capital financing activities:										
Purchase of capital equipment and software development	-	-	-	(1,752)	(1,752)	-	-	-	(956)	(956)
Net cash used in capital financing activities	-	-	-	(1,752)	(1,752)	-	-	-	(956)	(956)
Cash flows from investing activities:										
Proceeds from maturity/sale of investments	-	-	13,027	11,250	24,277	-	-	14,116	19,990	34,106
Purchases of investments	-	-	(17,096)	(25,706)	(42,802)	-	-	(15,718)	(35,862)	(51,580)
Arbitrage rebate payment (refund)	-	-	-	-	-	-	-	-	397	397
Interest and dividends received on cash and investments	2,468	94	354	533	3,449	880	5	128	109	1,122
Net cash provided by (used in) investing activities	2,468	94	(3,715)	(13,923)	(15,076)	880	5	(1,474)	(15,366)	(15,955)
Net increase (decrease) in cash and cash equivalents	93,698	15,661	674	(95)	109,938	(42,606)	1,072	(2,149)	(2,218)	(45,901)
Cash and cash equivalents, beginning of year	395,627	1,072	511	1,357	398,567	438,233	-	2,660	3,575	444,468
Cash and cash equivalents, end of year	\$ 489,325	\$ 16,733	\$ 1,185	\$ 1,262	\$ 508,505	\$ 395,627	\$ 1,072	\$ 511	\$ 1,357	\$ 398,567

Massachusetts Educational Financing Authority
Supplemental Schedule 1
Statements of Cash Flows, Continued
For the years ended June 30, 2018 and 2017

	2018					2017				
	Trusteed Bond Funds	Trusteed Note Funds	College Savings Funds	Authority Funds	Total	Trusteed Bond Funds	Trusteed Note Funds	College Savings Funds	Authority Funds	Total
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:										
Operating income (loss)	\$ 12,238	\$ 3,315	\$ 5,604	\$ (5,861)	\$ 15,296	\$ 12,300	\$ (176)	\$ 5,104	\$ (6,670)	\$ 10,558
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:										
Depreciation expense	-	-	-	1,049	1,049	-	-	-	770	770
Provision for doubtful educational loan notes receivable	5,130	836	-	(1,175)	4,791	6,340	550	-	2,809	9,699
Costs of bond and note issuance	2,827	-	-	(35)	2,792	1,899	-	-	672	2,571
Bond and note interest expense	64,215	1,910	-	-	66,125	65,130	104	-	-	65,234
Changes in assets and liabilities:										
Educational loan notes receivable	15,538	(94,354)	-	1,891	(76,925)	(42,238)	(57,073)	-	2,720	(96,591)
Interest receivable on educational loan notes	1,298	(141)	-	(2)	1,155	1,604	(82)	-	-	1,522
Accounts payable and accrued expenses	561	3	(613)	668	619	102	-	(877)	(26)	(801)
Prepaid expenses and other assets	31	-	(602)	(24)	(595)	29	-	98	(222)	(95)
Net cash provided by (used in) operating activities	<u>\$ 101,838</u>	<u>\$ (88,431)</u>	<u>\$ 4,389</u>	<u>\$ (3,489)</u>	<u>\$ 14,307</u>	<u>\$ 45,166</u>	<u>\$ (56,677)</u>	<u>\$ 4,325</u>	<u>\$ 53</u>	<u>\$ (7,133)</u>

Massachusetts Educational Financing Authority
Supplemental Schedule 2
Statements of Net Position
June 30, 2018 and 2017

	2018							2017					
	FRN of 2008	Issue H of 2008	Issue I Total	Issue J Total	Issue K Total	Issue L Total	Trusteed Bond Funds	FRN of 2008	Issue H of 2008	Issue I Total	Issue J Total	Issue K Total	Trusteed Bond Funds
Assets													
Current assets													
Cash and cash equivalents	\$ 3,332	\$ 124	\$ 83,176	\$ 74,211	\$ 39,600	\$ 1,571	\$ 202,014	\$ 4,387	\$ 11,969	\$ 81,891	\$ 81,094	\$ 10,157	\$ 189,498
Education loan notes receivable, net	5,988	345	43,323	32,630	17,589	4,961	104,836	7,704	5,782	53,722	41,978	14,515	123,701
Interest receivable on educational loan notes	449	-	12,520	8,981	5,024	238	27,212	415	274	15,891	7,408	4,522	28,510
Prepaid expenses and other assets	5	10	147	123	67	232	584	-	19	37	18	18	92
Interfund balances	-	-	(95)	(134)	(220)	(201)	(650)	-	(37)	(79)	(307)	(59)	(482)
Total current assets	<u>9,774</u>	<u>479</u>	<u>139,071</u>	<u>115,811</u>	<u>62,060</u>	<u>6,801</u>	<u>333,996</u>	<u>12,506</u>	<u>18,007</u>	<u>151,462</u>	<u>130,191</u>	<u>29,153</u>	<u>341,319</u>
Non-current assets													
Cash and cash equivalents	759	-	8,503	4,928	5,355	267,766	287,311	755	1,976	8,515	7,800	187,083	206,129
Educational loan notes receivable, net	38,603	4,963	505,476	428,125	319,482	40,408	1,337,057	49,500	57,882	604,293	463,022	164,163	1,338,860
Total assets	<u>\$ 49,136</u>	<u>\$ 5,442</u>	<u>\$ 653,050</u>	<u>\$ 548,864</u>	<u>\$ 386,897</u>	<u>\$ 314,975</u>	<u>\$ 1,958,364</u>	<u>\$ 62,761</u>	<u>\$ 77,865</u>	<u>\$ 764,270</u>	<u>\$ 601,013</u>	<u>\$ 380,399</u>	<u>\$ 1,886,308</u>
Liabilities													
Current liabilities													
Accounts payable and accrued expenses	\$ 254	\$ 1	\$ 351	\$ 298	\$ 316	\$ 355	\$ 1,575	\$ 64	\$ 25	\$ 253	\$ 240	\$ 433	\$ 1,015
Bonds payable - current portion	-	-	63,982	29,887	8,742	-	102,611	-	-	50,815	513	1,393	52,721
Accrued interest payable	282	-	14,122	10,581	7,740	654	33,379	229	2,092	16,357	11,651	4,631	34,960
Total current liabilities	<u>536</u>	<u>1</u>	<u>78,455</u>	<u>40,766</u>	<u>16,798</u>	<u>1,009</u>	<u>137,565</u>	<u>293</u>	<u>2,117</u>	<u>67,425</u>	<u>12,404</u>	<u>6,457</u>	<u>88,696</u>
Non-current liabilities													
Bonds payable - net of current portion	45,862	-	525,862	474,254	333,387	313,966	1,693,331	58,776	65,855	644,450	552,928	342,689	1,664,698
Total liabilities	<u>46,398</u>	<u>1</u>	<u>604,317</u>	<u>515,020</u>	<u>350,185</u>	<u>314,975</u>	<u>1,830,896</u>	<u>59,069</u>	<u>67,972</u>	<u>711,875</u>	<u>565,332</u>	<u>349,146</u>	<u>1,664,698</u>
Deferred inflows of resources													
Net gain on bond refunding	-	-	2,665	-	5,100	-	7,765	-	-	3,685	-	5,558	9,243
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>2,665</u>	<u>-</u>	<u>5,100</u>	<u>-</u>	<u>7,765</u>	<u>-</u>	<u>-</u>	<u>3,685</u>	<u>-</u>	<u>5,558</u>	<u>9,243</u>
Total liabilities and deferred inflows of resources	<u>46,398</u>	<u>1</u>	<u>606,982</u>	<u>515,020</u>	<u>355,285</u>	<u>314,975</u>	<u>1,838,661</u>	<u>59,069</u>	<u>67,972</u>	<u>715,560</u>	<u>565,332</u>	<u>354,704</u>	<u>1,762,637</u>
Net position													
Restricted	2,738	-	46,068	33,844	31,612	-	114,262	3,692	9,893	48,710	35,681	25,695	123,671
Unrestricted	-	5,441	-	-	-	-	5,441	-	-	-	-	-	-
Total net position	<u>2,738</u>	<u>5,441</u>	<u>46,068</u>	<u>33,844</u>	<u>31,612</u>	<u>-</u>	<u>119,703</u>	<u>3,692</u>	<u>9,893</u>	<u>48,710</u>	<u>35,681</u>	<u>25,695</u>	<u>123,671</u>
Total liabilities, deferred inflows and net position	<u>\$ 49,136</u>	<u>\$ 5,442</u>	<u>\$ 653,050</u>	<u>\$ 548,864</u>	<u>\$ 386,897</u>	<u>\$ 314,975</u>	<u>\$ 1,958,364</u>	<u>\$ 62,761</u>	<u>\$ 77,865</u>	<u>\$ 764,270</u>	<u>\$ 601,013</u>	<u>\$ 380,399</u>	<u>\$ 1,886,308</u>

Massachusetts Educational Financing Authority
Supplemental Schedule 2
Statements of Revenues, Expenses and Changes in Net Position
For the years ended June 30, 2018 and 2017

	2018						2017						
	FRN of 2008	Issue H of 2008	Issue I Total	Issue J Total	Issue K Total	Issue L Total	Trusteed Bond Funds	FRN of 2008	Issue H of 2008	Issue I Total	Issue J Total	Issue K Total	Trusteed Bond Funds
Operating revenues													
Interest on education loan notes receivable	\$ 1,499	\$ 4,200	\$ 39,463	\$ 31,301	\$ 17,128	\$ 191	\$ 93,782	\$ 1,349	\$ 5,684	\$ 45,968	\$ 30,075	\$ 11,622	\$ 94,698
Loan origination fees	-	-	-	1,419	8,086	-	9,505	-	-	19	8,952	-	8,971
Total operating revenues	<u>1,499</u>	<u>4,200</u>	<u>39,463</u>	<u>32,720</u>	<u>25,214</u>	<u>191</u>	<u>103,287</u>	<u>1,349</u>	<u>5,684</u>	<u>45,987</u>	<u>39,027</u>	<u>11,622</u>	<u>103,669</u>
Operating expenses													
Bond and interest expense	1,322	3,645	24,509	19,824	14,260	654	64,214	1,246	4,461	30,070	22,068	7,285	65,130
Costs of bond issuance	-	-	-	-	(26)	2,853	2,827	-	-	26	(9)	1,882	1,899
Provision for doubtful educational loan notes receivable	16	(442)	376	976	3,785	419	5,130	32	530	1,788	3,412	578	6,340
General and administrative	893	767	6,223	7,824	2,367	16	18,090	1,147	1,433	10,902	2,771	1,323	17,576
Other expense	3	1	393	286	55	50	788	3	23	157	163	78	424
Total operating expenses	<u>2,234</u>	<u>3,971</u>	<u>31,501</u>	<u>28,910</u>	<u>20,441</u>	<u>3,992</u>	<u>91,049</u>	<u>2,428</u>	<u>6,447</u>	<u>42,943</u>	<u>28,405</u>	<u>11,146</u>	<u>91,369</u>
Operating (loss) income	<u>(735)</u>	<u>229</u>	<u>7,962</u>	<u>3,810</u>	<u>4,773</u>	<u>(3,801)</u>	<u>12,238</u>	<u>(1,079)</u>	<u>(763)</u>	<u>3,044</u>	<u>10,622</u>	<u>476</u>	<u>12,300</u>
Non-operating (expenses) revenues													
Interest and dividends	45	128	825	713	1,051	232	2,994	17	36	331	433	64	881
Net non-operating (expenses) revenues	<u>45</u>	<u>128</u>	<u>825</u>	<u>713</u>	<u>1,051</u>	<u>232</u>	<u>2,994</u>	<u>17</u>	<u>36</u>	<u>331</u>	<u>433</u>	<u>64</u>	<u>881</u>
Income (loss) income before interfund transfers	<u>(690)</u>	<u>357</u>	<u>8,787</u>	<u>4,523</u>	<u>5,824</u>	<u>(3,569)</u>	<u>15,232</u>	<u>(1,062)</u>	<u>(727)</u>	<u>3,375</u>	<u>11,055</u>	<u>540</u>	<u>13,181</u>
Interfund transfers	(264)	(4,809)	(11,429)	(6,360)	93	3,569	(19,200)	-	(1,071)	(8,657)	(105)	(4,978)	(14,811)
Total (decrease) increase in net position	<u>(954)</u>	<u>(4,452)</u>	<u>(2,642)</u>	<u>(1,837)</u>	<u>5,917</u>	<u>-</u>	<u>(3,968)</u>	<u>(1,062)</u>	<u>(1,798)</u>	<u>(5,282)</u>	<u>10,950</u>	<u>(4,438)</u>	<u>(1,630)</u>
Net position, beginning of year	<u>3,692</u>	<u>9,893</u>	<u>48,710</u>	<u>35,681</u>	<u>25,695</u>	<u>-</u>	<u>123,671</u>	<u>4,754</u>	<u>11,691</u>	<u>53,992</u>	<u>24,731</u>	<u>30,133</u>	<u>125,301</u>
Net position, end of year	<u>\$ 2,738</u>	<u>\$ 5,441</u>	<u>\$ 46,068</u>	<u>\$ 33,844</u>	<u>\$ 31,612</u>	<u>\$ -</u>	<u>\$ 119,703</u>	<u>\$ 3,692</u>	<u>\$ 9,893</u>	<u>\$ 48,710</u>	<u>\$ 35,681</u>	<u>\$ 25,695</u>	<u>\$ 123,671</u>

Massachusetts Educational Financing Authority
Supplemental Schedule 2
Statements of Cash Flows
For the years ended June 30, 2018 and 2017

	2018						2017						
	FRN of 2008	Issue H of 2008	Issue I Total	Issue J Total	Issue K Total	Issue L Total	Trusteed Bond Funds	FRN of 2008	Issue H of 2008	Issue I Total	Issue J Total	Issue K Total	Trusteed Bond Funds
Cash flows from operating activities:													
Payments for disbursed loans	\$ -	\$ -	\$ 41	\$ (32,648)	\$ (192,310)	\$ -	\$ (224,917)	\$ -	\$ -	\$ (62,094)	\$ (212,033)	\$ -	\$ (274,127)
Payments received on outstanding loan principal	13,062	12,252	116,797	81,664	42,455	783	267,013	17,284	16,658	110,688	80,785	33,063	258,478
General & administrative payments	(702)	(775)	(6,117)	(7,768)	(2,476)	340	(17,498)	(1,157)	(1,436)	(10,947)	(2,955)	(955)	(17,450)
Interest received on education loans	999	4,399	34,442	25,113	12,335	(48)	77,240	872	5,677	37,364	24,334	10,018	78,265
Net cash provided by (used in) operating activities	13,359	15,876	145,163	66,361	(139,996)	1,075	101,838	16,999	20,899	75,011	(109,869)	42,126	45,166
Cash flows from non-capital financing activities:													
Proceeds from issuance of bonds and notes	-	-	-	-	-	313,966	313,966	-	-	-	-	169,774	169,774
Costs of bond and note issuance	-	-	-	-	26	(2,853)	(2,827)	-	-	(26)	9	(1,882)	(1,899)
Bond and note interest paid	(1,270)	(5,736)	(32,154)	(22,598)	(12,370)	-	(74,128)	(1,233)	(5,036)	(37,099)	(17,530)	(9,478)	(70,376)
Principal payments on bonds and notes payable	(12,915)	(65,855)	(101,030)	(47,595)	(1,190)	-	(228,585)	(16,974)	(18,130)	(93,950)	(17,175)	(25,140)	(171,369)
Net asset transfers	(264)	41,775	(11,414)	(6,533)	253	(42,851)	(19,034)	-	(1,071)	(8,884)	92	(4,919)	(14,782)
Net cash (used in) provided by non-capital financing activities	(14,449)	(29,816)	(144,598)	(76,726)	(13,281)	268,262	(10,608)	(18,207)	(24,237)	(139,959)	(34,604)	128,355	(88,652)
Cash flows from investing activities:													
Interest and dividends received on cash and investments	39	119	708	610	992	-	2,468	17	36	331	432	64	880
Net cash provided by (used in) investing activities	39	119	708	610	992	-	2,468	17	36	331	432	64	880
Net (decrease) increase in cash and cash equivalents	(1,051)	(13,821)	1,273	(9,755)	(152,285)	269,337	93,698	(1,191)	(3,302)	(64,617)	(144,041)	170,545	(42,606)
Cash and cash equivalents, beginning of year	5,142	13,945	90,406	88,894	197,240	-	395,627	6,333	17,247	155,023	232,935	26,695	438,233
Cash and cash equivalents, end of year	\$ 4,091	\$ 124	\$ 91,679	\$ 79,139	\$ 44,955	\$ 269,337	\$ 489,325	\$ 5,142	\$ 13,945	\$ 90,406	\$ 88,894	\$ 197,240	\$ 395,627

Massachusetts Educational Financing Authority
Supplemental Schedule 2
Statements of Cash Flows, Continued
For the years ended June 30, 2018 and 2017

	2018							2017					
	FRN of 2008	Issue H of 2008	Issue I Total	Issue J Total	Issue K Total	Issue L Total	Trusteed Bond Funds	FRN of 2008	Issue H of 2008	Issue I Total	Issue J Total	Issue K Total	Trusteed Bond Funds
Reconciliation of operating (loss) income to net cash provided by (used in) operating activities:													
Operating (loss) income	\$ (735)	\$ 229	\$ 7,962	\$ 3,810	\$ 4,773	\$ (3,801)	\$ 12,238	\$ (1,079)	\$ (763)	\$ 3,044	\$ 10,622	\$ 476	\$ 12,300
Adjustments to reconcile operating (loss) income to net cash provided by (used in) operating activities:													
Provision for doubtful educational loan notes receivable	16	(442)	376	976	3,785	419	5,130	32	530	1,788	3,412	578	6,340
Costs of bond and note issuance	-	-	-	-	(26)	2,853	2,827	-	-	26	(9)	1,882	1,899
Bond interest expense	1,323	3,645	24,509	19,824	14,260	654	64,215	1,246	4,461	30,070	22,068	7,285	65,130
Changes in assets and liabilities:													
Educational loan notes receivable	12,598	12,177	108,839	43,269	(162,178)	833	15,538	16,889	16,511	41,830	(146,552)	29,084	(42,238)
Interest receivable on educational loan notes	(34)	274	3,371	(1,573)	(502)	(238)	1,298	(81)	162	(1,703)	774	2,452	1,604
Accounts payable and accrued expenses	191	(24)	98	58	(117)	355	561	(8)	(7)	(56)	(196)	369	102
Prepaid expenses and other assets	-	17	8	(3)	9		31	-	5	12	12	-	29
Net cash provided by (used in) operating activities	<u>\$ 13,359</u>	<u>\$ 15,876</u>	<u>\$ 145,163</u>	<u>\$ 66,361</u>	<u>\$ (139,996)</u>	<u>\$ 1,075</u>	<u>\$ 101,838</u>	<u>\$ 16,999</u>	<u>\$ 20,899</u>	<u>\$ 75,011</u>	<u>\$ (109,869)</u>	<u>\$ 42,126</u>	<u>\$ 45,166</u>

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APPENDIX B

DEFINITIONS OF CERTAIN TERMS

The term "Issue L Loans" as used in the front portion of this Official Statement has the same meaning as the term "Education Loans," which is defined herein and is the term used in this "APPENDIX B - DEFINITIONS OF CERTAIN TERMS" and in "APPENDIX C – SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION." The term "Issue L Bonds" as used in the front portion of this Official Statement has the same meaning as the term "Bonds," which is defined herein and is the term used in this "APPENDIX B – DEFINITIONS OF CERTAIN TERMS" and in "APPENDIX C - SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION."

Accountant's Certificate means an opinion signed by an independent certified public accountant of recognized national standing or a firm of certified public accountants of recognized national standing, selected by the Authority, who may be the accountant or firm of accountants who regularly audits the books of the Authority.

Act means Chapter 15C of the General Laws of the Commonwealth as amended from time to time.

Additional Bonds means any Bonds issued pursuant to the Resolution in addition to the Series 2018A Bonds, the Series 2018B Bonds, the Series 2018C Bonds, the Series 2019A Bonds and the Series 2019BC Bonds.

Annual Budget means the budget adopted by the Authority for the Program, as amended or supplemented and in effect, from time to time, for a particular Fiscal Year of the Authority.

Applicable means, when used to modify any account or subaccount in a particular Fund established for Tax-Exempt Bonds or Taxable Bonds, or for a particular Series of either such Category of Bonds, the account or subaccount within a Fund or account established for such Category and/or Series of Bonds. "Applicable" may also be used to modify references to Revenues, Program Expenses, Subordinated Program Expenses, the Capitalized Interest Account Requirement or the Reserve Account Requirement allocable to a particular Category of Bonds.

Arbitrage Projection Certificate means a certificate of an Authorized Officer in form and substance approved by Bond Counsel establishing, as the context indicates, one or more of the following: that (i) a transfer from the Revenue Fund to the Program Fund and the acquisition of Education Loan Notes at certain specified rates with the amounts so transferred; (ii) a transfer of moneys to the Authority free and clear of the lien of the Resolution pursuant to the Resolution; (iii) a transfer of excess moneys in the Tax-Exempt Account within the Reserve Fund to any Purchase Account; (iv) the disposition of Educations Loans which are not Defaulted pursuant to the Resolution to the extent the Loans are allocable to Tax-Exempt Bonds or the proceeds of disposition are applied to redeem Tax-Exempt Bonds; or (v) the optional application of Tax-Exempt Excess Revenues to redeem Taxable Bonds or of Taxable Excess Revenues to redeem Tax-Exempt Bonds; in each case, will not cause the applicable Series of Tax-Exempt Bonds to become "arbitrage bonds" within the meaning of Section 103(c) of the Code or adversely affect the ability of the Authority to provide for timely payment in full of such Series of Tax-Exempt Bonds or to make payments or credits to the United States Treasury, Borrowers or others, so as to comply with the requirements of Section 148 of the Code as to such Series of Tax-Exempt Bonds.

Authority means the Massachusetts Educational Financing Authority, a body politic and corporate and a public instrumentality of the Commonwealth organized and existing under the Act, and any successor thereto.

Authority Expenses means the Authority's reasonable and necessary expenses of carrying out and administering the Program under the Resolution, including without limitation fees incurred in preparing cash flow models and a properly allocable portion of its general overhead and operating expenses, as reasonably determined by the Authority, but in no event exceeding on a cumulative basis the aggregate amount set forth in the Loan Program Certificate.

Authorized Officer means the Chairman, Vice Chairman or Executive Director of the Authority or any other officer or employee of the Authority authorized to perform specific acts or duties by resolution duly adopted by the Authority.

Bond or Bonds means any bond or bonds authorized and issued under the Resolution.

Bond Counsel means Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. or any successor firm of attorneys or any other nationally recognized bond counsel selected by the Authority.

Bond Counsel's Opinion means an opinion of Bond Counsel.

Bondholder or Holder means, when used with reference to Bonds, the registered owner of any Bond or Bonds, and for the purpose of paying interest on any Interest Payment Date, means the registered owner at the close of business on the record date specified in the applicable Series Resolution.

Bond Year means, unless otherwise specified in a Series Resolution with respect to a Series of Bonds, each year beginning on July 1 and ending on the next succeeding June 30; provided that the first Bond Year shall begin June 13, 2019 and end June 30, 2019.

Bonds Subject to Redemption from Excess Revenues means all Bonds Subject to Redemption from Tax-Exempt Excess Revenues and Bonds Subject to Redemption from Taxable Excess Revenues, as each such term may be defined in a Series Resolution and updated in the most current Series Resolution. Each Series Resolution, in each such definition of Bonds Subject to Redemption from Excess Revenues, may designate particular Bonds to be redeemed on a priority basis over other Bonds and the extent of such priority.

Book-Entry Only System means with respect to a particular Series of Bonds, the registration of the Bonds of such Series in the name of a nominee of The Depository Trust Company or other depository entity pursuant to the provisions of the applicable Series Resolution.

Borrower means an applicant approved in accordance with the Origination Guidelines and Servicing Guidelines, as applicable, who has agreed to repay an Education Loan in accordance with the terms and conditions of an Education Loan Note.

Business Day means any day other than (i) a Saturday or Sunday or any other day on which banks are authorized or required to be closed in the Commonwealth, the State of Maryland, or New York City, or (ii) a day on which the offices of the New York Stock Exchange are closed, or (iii) as to a Series of Bonds, any other date specified as not being a Business Day in the Series Resolution for such Series.

Capitalized Interest Accounts means collectively the Tax-Exempt Capitalized Interest Account and the Taxable Capitalized Interest Account.

Capitalized Interest Account Requirements means collectively the Tax-Exempt Capitalized Interest Account Requirement and the Taxable Capitalized Interest Account Requirement.

Category means Bonds with the same characteristics as to tax treatment of interest or of the same priority as to secured position hereunder, or both, as the context indicates.

Code means the Internal Revenue Code of 1986, as amended from time to time, and the Treasury Regulations promulgated thereunder or applicable thereto.

Commonwealth means The Commonwealth of Massachusetts.

Costs of Issuance means the items of expense payable or reimbursable directly or indirectly by the Authority and related to the authorization, sale and issuance of Bonds, which items of expense shall include, but not be limited to, printing costs, costs of reproducing documents, filing and recording fees, initial fees and charges of the Trustee, legal fees and charges, initial premiums, fees and charges of any Reserve Fund Facility provider, initial fees and charges of a provider of a Qualified Hedge Agreement, professional consultants' fees, fees incurred in preparing certain cash flow models, costs of credit ratings, fees and charges for execution, transportation and safekeeping of Bonds, costs and expenses of refunding Bonds and other costs, charges and fees in connection with the foregoing.

Costs of Issuance Accounts means the Tax-Exempt Costs of Issuance Account and the Taxable Costs of Issuance Accounts.

Counsel's Opinion means an opinion signed by an attorney or firm of attorneys (who may be general or special counsel to the Authority) selected by the Authority and which attorney or firm is satisfactory to the Trustee.

Cumulative Sinking Fund Installment means a scheduled Sinking Fund Installment with respect to Bonds designated as "Term Bonds" pursuant to a Series Resolution to be made subject to availability of adequate Taxable Revenues and/or Tax-Exempt Revenues, as applicable, prior to a maturity date.

Custodian shall have the meaning set forth under the definition of "Investment Obligations" in sub-paragraph 10.

Debt Service means with respect to any given period of time, an amount equal to the sum of (a) all interest due and payable on the Bonds during such period at their stated rate of interest, plus (b) the Principal Installments payable during such period. Debt Service and interest on Bonds with respect to which there is a Qualified Hedge Agreement in effect shall be calculated so as to reflect the anticipated effect of such Qualified Hedge Agreement consistent with terms set forth in the Resolution.

Debt Service Fund means the Debt Service Fund established by the Resolution.

Defaulted means Education Loans or Education Loan Notes which are in default in accordance with their terms and as to which payment has been accelerated or as to which an Education Loan Payment is overdue by 180 days or more or for such lesser or greater period of time as the Authority may hereafter from time to time establish.

Education Loan means any loan to or on behalf of a Student originated directly or indirectly by the Authority which loan satisfies the requirements of the Origination Guidelines, Servicing Guidelines and the Loan Program Certificate and is eligible for Purchase or has been Purchased by the Authority from the proceeds of Bonds or other funds and pledged hereunder as security for the Bonds.

Education Loan Note means a promissory note or credit agreement (including without limitation an electronically executed promissory note or credit agreement) or such other evidence as may be described by a certificate of an Authorized Officer to the Trustee evidencing an Education Loan Purchased or to be Purchased with the proceeds of Bonds or other funds pledged hereunder as security for the Bonds.

Education Loan Payments means all payments on an Education Loan, including a Defaulted Education Loan, which reduce or eliminate the principal balance or interest due on such Education Loan, including without limitation (1) scheduled payments of principal and interest on such Education Loan and (2) amounts paid with respect to principal or interest on account of (i) voluntary prepayment of all or any portion of an Education Loan by a Borrower, (ii) receipts upon acceleration of the due date of such Education Loan, (iii) proceeds of sale or other disposition of such Education Loan (including acquisition or refinancing of such Education Loan by the Authority from moneys other than Bond proceeds or Trust Assets), and (iv) payments received pursuant to any insurance or guaranty on such Education Loan.

Eligible Collateral shall have the meaning set forth under the definition of “Investment Obligations” in sub-paragraph 10.

Eligible Investment Agreement Provider shall have the meaning set forth under the definition of “Investment Obligations” in sub-paragraph 11.

Eligible Repurchase Agreement Provider shall have the meaning set forth under the definition of “Investment Obligations” in sub-paragraph 10.

Event of Default means an event of default as defined in the section entitled “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION – Events of Default” in Appendix C.

Excess Revenues means collectively any Tax-Exempt Excess Revenues and Taxable Excess Revenues.

Favorable Opinion means a Bond Counsel’s Opinion addressed to the Authority and the Trustee, reasonably acceptable to such addressees, to the effect that the action proposed to be taken is authorized or permitted by the Act and the Resolution and will not adversely affect any exclusion of interest of the particular Series of Tax-Exempt Bonds in question from gross income for purposes of federal income taxation or the exemption from taxation by the Commonwealth.

Favorable Projection of Revenues means a Projection of Revenues showing that, taking into account one or more actions proposed by the Authority, expected Revenues and other funds available for such purposes will be at least sufficient to pay, in the current and each future Bond Year, Required Debt Service when due, Program Expenses and Subordinated Program Expenses, and Rebate Fund Requirements.

Fiduciary means each of the Trustee, the Registrar and the Paying Agent.

First Series Resolution means the Authority's First Issue L Series Resolution authorizing \$158,975,000 Education Loan Revenue Bonds, Issue L, Series 2018A, dated as of April 5, 2018.

Fourth Series Resolution means the Fourth Issue L Series Resolution, dated as of March 28, 2019 authorizing the issuance of the Series 2019B Bonds and the Series 2019C Bonds.

Fiscal Year means the period of twelve calendar months ending with June 30, or such other date as the Authority may designate consistent with the Act, of any year.

Fixed Rate Bonds means any Bonds the interest rate on which is fixed to maturity.

Floating Rate Bonds means any Bonds other than Fixed Rate Bonds.

Hedge Agreement shall mean a payment exchange agreement, interest rate swap agreement, forward purchase agreement or any other hedge agreement entered into by the Authority providing for payments between the parties based on levels of, or changes, in interest rates, stock or other indices or contracts to exchange cash flows or a series of payments or contracts, including without limitation, interest rate floors or caps, options, puts or calls, which allows the Authority to manage or hedge payment, rate, spread or similar risk with respect to any Bonds.

Highest Priority Bonds means, so long as any Senior Bonds are Outstanding, the Senior Bonds, if no Senior Bonds are Outstanding, the Senior Subordinate Bonds, and if no Senior Bonds or Senior Subordinate Bonds are Outstanding, the Subordinate Bonds.

Interest Payment Date means January 1 and July 1 of each year that Bonds are Outstanding except as otherwise specified in the Series Resolution applicable to a particular Series of Bonds.

Investment Obligations means and includes for any Series of Bonds, subject to any restrictions set forth in the Series Resolution for such Series of Bonds, any of the following securities or obligations (any of which may be held in book-entry form and any of which under clauses (1) through (9) shall have maturities of 365 days or less, unless otherwise noted):

1. (a) Cash (fully insured by the Federal Deposit Insurance Corporation), (b) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("U.S. Treasury Obligations"), (c) obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States Department of Treasury.

Any security used for defeasance must provide for the timely payment of principal and interest and cannot be callable or prepayable prior to maturity or earlier redemption of the rated debt (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date).

2. Federal Housing Administration debentures.
3. The listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America and rated at least "AA" by S&P:
 - a) Federal Home Loan Mortgage Corporation (FHLMC) senior debt obligations

- b) Farm Credit System (formerly Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) consolidated system-wide bonds and notes;
 - c) Federal Home Loan Banks (FHL Banks) consolidated debt obligations;
 - d) Federal National Mortgage Association (FNMA) senior debt obligations
4. Unsecured certificates of deposit, time deposits, and bankers' acceptances of any bank the short-term obligations of which are rated "A-1+" by S&P.
5. Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation, in banks which have capital and surplus of at least \$15 million.
6. Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P.
7. Money market funds rated at least "AAAm" by S&P.
8. "State Obligations" means:
- a) Direct general obligations of any state of the United States of America the unsecured general obligation debt of which is rated at least "AA" by S&P.
 - b) Direct general short-term obligations of any state agency rated "A-1+" by S&P.
 - c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state or state agency described in (b) above and rated "AA" or better by S&P.
9. Pre-refunded municipal obligations rated "AAA" by S&P meeting the following requirements:
- a) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;
 - b) the municipal obligations are secured by cash or U.S. Treasury Obligations which may be applied only to payment of the principal of, interest and premium on such municipal obligations;
 - c) the principal of and interest on the U.S. Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification Report");

- d) the cash or U.S. Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;
 - e) no substitution of a U.S. Treasury Obligation shall be permitted except with another U.S. Treasury Obligation and upon delivery of a new Verification Report; and
 - f) the cash or U.S. Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.
10. Repurchase agreements: with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least “AA” by S&P; or (2) any broker-dealer with “retail customers” which has, long-term debt rated at least “AA” by S&P which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated at least “AA” by S&P and acceptable to the Authority (each an “Eligible Repurchase Agreement Provider”), provided that:
- a) (i) permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers), and (ii) collateral levels must be at least 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA’s and 104% of the total principal when the collateral type is FNMA and FHLMC (“Eligible Collateral”);
 - b) the Trustee or a third party acting solely as agent therefore or for the Authority (the “Custodian”) has possession of the collateral or the collateral has been transferred to the Custodian in accordance with applicable state and federal laws (other than by means of entries on the transferor’s books) and such collateral shall be marked to market;
 - c) the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee and the Authority setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;
 - d) the repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;
 - e) the repurchase agreement shall provide that if during its term the provider’s rating by S&P is withdrawn or suspended or falls below “AA-” by S&P, the provider must notify the Authority and the Trustee within five (5) days of receipt of such notice. Within sixty (60) days of such withdrawal, suspension or downgrade, the provider shall either: (i) provide a written guarantee from an entity rated at least “AA” by S&P and acceptable to the Authority, or (ii) assign the agreement to an Eligible Repurchase Agreement Provider. If the provider does not perform a remedy within

sixty (60) days, the provider shall, at the direction of the Trustee repurchase all collateral and terminate the repurchase agreement, with no penalty or premium to the Authority or the Trustee.

11. Investment agreements: with a domestic or foreign bank or corporation the short-term debt of which is rated at least “A-1+” by S&P or, if the short-term debt of which, if not rated by S&P, the long-term debt of which is rated at least “AA-,” and which is acceptable to the Authority (each an “Eligible Investment Agreement Provider”); provided that:
 - a) interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for one or more Purchase Accounts, Purchase Account draws) on the Bonds;
 - b) the invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven (7) days' prior notice;
 - c) the provider shall send monthly reports to the Trustee and the Authority setting forth the balance the Authority or Trustee has invested with the provider and the amounts and dates of interest accrued and paid by the provider;
 - d) the investment agreement shall state that it is an unconditional and general obligation of the provider, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;
 - e) the Authority and the Trustee shall receive an opinion of domestic counsel to the provider that such investment agreement is legal, valid, binding and enforceable against the provider in accordance with its terms;
 - f) the Authority and the Trustee shall receive an opinion of foreign counsel to the provider (if applicable) that (i) the investment agreement has been duly authorized, executed and delivered by the provider and constitutes the legal, valid and binding obligation of the provider, enforceable against the provider in accordance with its terms, (ii) the choice of law of the state set forth in the investment agreement is valid under that country's laws and a court in such country would uphold such choice of law, and (iii) any judgment rendered by a court in the United States would be recognized and enforceable in such country;
 - g) the investment agreement shall provide that if during its term the provider's rating by S&P falls below the minimum level required in the introductory clause of this item (11) in the definition of “Investment Obligations” or is withdrawn or suspended, the provider shall, within sixty (60) days of such occurrence, either (i) provide a written guarantee acceptable to the Authority from a guarantor with a short-term debt rating of at least “A-1+” or better, or, if no short-term debt rating, a long-term debt rating of “AA-” or better, by S&P, (ii) assign the agreement to an Eligible Investment Agreement

Provider, or (iii) repay the principal of and accrued but unpaid interest on the investment, in either case with no termination, penalty or premium to the Authority or Trustee;

- h) in the event the provider is required to collateralize, permitted collateral shall include U.S. Treasury Obligations, or senior debt obligations of GNMA, FNMA or FHLMC (no collateralized mortgage obligations shall be permitted for these providers) and collateral levels must be 102% of the total principal when the collateral type is U.S. Treasury Obligations, 103% of the total principal when the collateral type is GNMA's and 104% of the total principal when the collateral type is FNMA and FHLMC. In addition, the collateral shall be marked to market on a daily basis and the provider or Custodian shall send monthly reports to the Trustee and the Authority setting forth the type of collateral, the collateral percentage required for that collateral type, the market value of the collateral on the valuation date and the name of the Custodian holding the collateral;
- i) the investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Custodian has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof;
- j) the investment agreement must provide that if during its term: (i) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Authority or the Trustee be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Authority or Trustee, as appropriate, and (ii) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc., the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Authority or Trustee, as appropriate; and
- k) Prior Rating Agency Notice shall be required for an investment agreement entered into in connection with a particular Series of Bonds after the date of issuance of such Series.

Late Charges means any charges or penalties which are assessed Borrowers on account of failure to make timely payments of principal or interest on Education Loan Notes pursuant to the terms thereof.

Loan Origination Period means, with respect to each Series of Bonds, the period beginning on the date of issuance of such Bonds and ending on the date specified in the applicable Series Resolution as the latest date on which any unexpended original proceeds of such Bonds may be applied or committed to the Purchase of Education Loans.

Loan Origination Target means, when applicable, an amount required to be expended from the Purchase Account relating to a particular Series of Bonds to originate or acquire Education Loans as of a particular date, as set forth in the Series Resolution relating to such Series of Bonds.

Loan Origination Target Date means, when applicable, the date by which the Loan Origination Target(s) relating to a particular Series of Bonds must be met, subject in each case to adjustment to a later date or dates with Prior Rating Agency Notice, as set forth in the Series Resolution relating to such Series of Bonds.

Loan Program Certificate means the Loan Program Certificate attached to the most recent Series Resolution setting forth terms and conditions for the Education Loans to be Purchased and for the Program, as the same may be amended from time to time, subject to Prior Rating Agency Notice.

MEFA Loan means any Education Loan described in the Loan Program Certificate, and does not include Refinancing Loans.

MEFA Loan for Graduate Education means an Education Loan for a post-baccalaureate degree, or a post-doctoral program of study and bearing such further characteristics as are set forth in the Loan Program Certificate.

MEFA Loan for Undergraduate Education means an Education Loan for a program of study leading to a baccalaureate degree and bearing such further characteristics as are set forth in the Loan Program Certificate.

Nationally Recognized Rating Agency means (1) S&P, (2) any other credit rating agency which is nationally recognized for skill and expertise in rating the credit of obligations similar to the Bonds and (3) any successor to any of the foregoing by merger, conversion, consolidation or otherwise; provided in each case that such agency has assigned and is maintaining a rating on the Bonds or any Series of Bonds at the request of the Authority.

Optional Excess Revenues Redemption Date means any Interest Payment Date on which the principal amount of Bonds Outstanding is equal to or greater than the Threshold Bond Principal Outstanding Level and either (i) the Recycling Period is in effect for one or more Series of Bonds or (ii) all conditions necessary to provide a Parity Ratio Equity Release Certificate are satisfied as established by the filing of such a Certificate with the Trustee.

Origination Guidelines means the document on file with the Authority or Entech Consulting, LLC (so long as it is under contract with the Authority) so designated containing the Program guidelines and certain Program forms regarding the origination of Education Loans, as amended from time to time by the Authority in a manner consistent with the covenants contained herein and in any applicable Series Resolution provided, however, that no such amendment shall (a) reduce in any manner the amount of, or delay the time of, collections of scheduled payments with respect to an Education Loan Purchased or (b) reduce the underwriting standards with respect to an Education Loan or (c) conflict with any provision of the Resolution or the related Series Resolution, except as specifically authorized by a Loan Program Certificate.

Outstanding, when used with reference to Bonds, means, as of any date, all Bonds theretofore or thereupon being delivered under the Resolution except: (i) any Bonds cancelled by the Trustee or any Paying Agent at or prior to such date; (ii) Bonds in lieu of or in substitution for which other Bonds shall have been executed and delivered pursuant to the Resolution or the provisions of any Series Resolution; and (iii) Bonds deemed to have been paid as provided in the Resolution.

Overall Parity Ratio means, as of any date of calculation, the ratio of the sum of the value of (a) the Education Loans Purchased (valued at par plus accruals), excluding Defaulted Education Loans; and (b) all moneys and Investment Obligations held in the Funds and accounts established under the Resolution (valued as set forth in the Resolution, plus accrued interest), other than the Rebate Fund and other than amounts held for the payment of Bonds which are no longer Outstanding within the meaning of the defeasance provisions of the Resolution, to the sum of (x) the principal of and accrued interest on all Outstanding Bonds and (y) all accrued but unpaid Program Expenses and Subordinated Program Expenses (as certified by an Authorized Officer).

Parity Ratio Equity Release Certificate means a certificate of an Authorized Officer of the Authority showing that, as of the date of calculation, after giving effect to any proposed transfer or transaction requiring such a Certificate under the Resolution, the Overall Parity Ratio and the Senior Parity Ratio are at least equal to the minimum required ratios set forth in the most current Series Resolution or Supplemental Resolution and the principal amount of Bonds Outstanding is at least equal to the highest Threshold Bond Principal Outstanding Level, set forth in any applicable Series Resolution or Supplemental Resolution.

Parity Ratio Senior Subordinate Principal Reduction Certificate means a certificate of an Authorized Officer of the Authority showing that, as of the date of the calculation, after giving effect to any proposed payment of principal of Senior Subordinate Bonds (other than a Principal Installment on the Senior Subordinate Bonds from Revenues in accordance with the sections of the Resolution requiring such a certificate, the Senior Parity Ratio is at least equal to the minimum required ratio set forth in the most current Series Resolution or Supplemental Resolution.

Parity Ratio Subordinate Principal Reduction Certificate means a certificate of an Authorized Officer of the Authority showing that, as of the date of the calculation, after giving effect to any proposed payment of principal of Subordinate Bonds (other than a Principal Installment on the Subordinate Bonds from Revenues in accordance with sections of the Resolution requiring such a certificate, the Senior Parity Ratio and the Senior Subordinate Parity Ratio (if any) are at least equal to the minimum required ratios set forth in the most current Series Resolution or Supplemental Resolution.

Participating Institution means (i) a non-profit, degree granting educational institution, whether public or private, in Massachusetts or outside of Massachusetts, authorized by law to provide a program of education beyond the high school level, (ii) the Authority on behalf of a similarly situated educational institution or (iii) person, firm, association, corporation or other entity participating in the Authority's loan programs.

Paying Agent means the Trustee and any other bank or trust company designated as paying agent for the Bonds pursuant to the Resolution, and its successor or successors hereafter appointed in the manner provided therein.

Principal Installment means, as of any date of calculation with respect to a future date, an amount equal to the aggregate of (1) the principal amount of Outstanding Bonds which mature on such future date reduced by the aggregate principal amount of such Outstanding Bonds which would at or before such future date be retired by reason of the payment when due and application in accordance with the Resolution of remaining Sinking Fund Installments (after adjustment for any actual redemptions credited against such Sinking Fund Installments) payable at or before such future date for the retirement of such Outstanding Bonds, plus (2) the amount of any remaining Sinking Fund Installments (after adjustment for any actual redemptions credited against such

Sinking Fund Installments) payable on such future date for the retirement of any Outstanding Bonds.

Principal Office, when used with respect to a Fiduciary, means the office where such Fiduciary maintains its principal office or, where different, its principal trust office.

Prior Rating Agency Notice means written notice to all Nationally Recognized Rating Agencies of an action proposed to be taken by the Authority under the Resolution which requires such notice, which notice shall be given no less than 20 Business Days prior to the proposed effective date of such proposed action. In connection with any such Rating Agency Notice, the Authority agrees to use commercially reasonable efforts to provide to each Nationally Recognized Rating Agency such factual data and cash-flow analyses as such Nationally Recognized Rating Agency may reasonably request of the Authority in order to review the proposed action, provided that such request is made in writing within 10 Business Days of receipt of the initial notice from the Authority.

Program means the Authority's program of Purchasing Education Loans pursuant to the terms of the Resolution and the Loan Program Certificate.

Program Documents means the Education Loan Note and any security agreement or other agreement or certificate required for an Education Loan pursuant to the Loan Program Certificate, the Origination Guidelines, the Servicing Guidelines or a Servicing Agreement.

Program Expense Accounts means collectively the Tax-Exempt Program Expense Account and the Taxable Program Expense Account.

Program Expense Fund means the Program Expense Fund established by the Resolution.

Program Expenses means Authority Expenses and any fee, premium or other item of expense payable or reimbursable directly or indirectly by the Authority and related to (1) the compensation and expenses of the Fiduciaries payable in accordance with the Resolution, (2) the origination or servicing of Education Loans (whether by a Servicer, the Authority or another entity), (3) the fees, premiums and expenses of the provider of any Reserve Fund Facility (but not reimbursement of draws or payments under a Reserve Fund Facility, or any interest due thereon); and (4) such other items of expense as may be provided for in a Series Resolution, but not including Subordinated Program Expenses.

Program Fund means the Program Fund established by the Resolution.

Projection of Revenues means a certificate concerning projected Revenues, Debt Service, Program Expenses, Subordinated Program Expenses and other matters prepared in accordance with the Resolution.

Purchase means, when used in reference to Education Loans or Education Loan Notes pledged as security for the Bonds, the purchase, origination or other acquisition of such Education Loans or Education Loan Notes by the Authority, by the Trustee or by a Loan Servicer acting on behalf of the Authority (including without limitation the designation by the Authority of existing loan or notes as Trust Assets), on terms and conditions permitted by the Resolution and the Program Documents.

Purchase Accounts means collectively the Tax-Exempt Purchase Account and the Taxable Purchase Account.

Qualified Hedge Agreement shall mean a Hedge Agreement as defined in “SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION – Hedging Transactions” in Appendix C.

Qualified Institution shall mean (i) a bank, a trust company, a national banking association, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America, a corporation, a trust, a partnership, an unincorporated organization, or a government or an agency, instrumentality, program, account, fund, political subdivision or corporation thereof, which makes collateralization arrangements consistent with those required under the definition of “Investment Securities” in sub-paragraph 10 or, in each case the unsecured or uncollateralized long-term debt obligations of which, or obligations secured or supported by a letter of credit, contract, agreement or surety bond issued by any such organization, at the time a Qualified Hedge Agreement is entered into by the Authority are rated in a category equal to or higher than “AA” by S&P or (ii) the Government National Mortgage Association or any successor thereto, the Federal National Mortgage Association or any successor thereto, or any other federal agency or instrumentality.

Rating Agency Condition means receipt of the written confirmation from the Nationally Recognized Rating Agency or Agencies then assigning a rating to any Series of Bonds specified in the applicable provision of the Resolution or of any Series Resolution that such rating will not be lowered or withdrawn as a result of an action proposed by the Authority under the Resolution which requires such confirmation.

Rebate Fund means the Rebate Fund established by the Resolution

Rebate Fund Requirement means, as of any date of calculation, an amount equal to the aggregate of the amounts, if any, specified in each Series Resolution authorizing the issuance of a Series of Tax-Exempt Bonds or in a certificate of an Authorized Officer as the amount required to be deposited in the Rebate Fund with respect to such Bonds, any such certificate to be accompanied by a Favorable Opinion.

Recycling Period means, with respect to each Series of Bonds, the period beginning on the date of issuance of such Bonds and ending on the date specified in the most current Series Resolution or Loan Program Certificate applicable to such Bonds as the latest date on which Revenues of such Bonds may be applied to the Purchase of Education Loans.

Redemption Accounts means collectively the Tax-Exempt Redemption Account and the Taxable Redemption Account.

Redemption Fund means the Redemption Fund established by the Resolution.

Redemption Price means, with respect to any Bond the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to the terms of such Bond and the Series Resolution applicable thereto.

Refinancing Loan means an Education Loan for refinancing higher education expenses as described from time to time in any Program Document.

Required Debt Service means Debt Service, other than Principal Installments that are Cumulative Sinking Fund Installments and other than any other sort of Sinking Fund Installments the payment of which on any Interest Payment Date prior to maturity is not mandatory, but is instead dependent upon the availability of adequate particular Revenues as of such an Interest Payment Date as set forth in the applicable Series Resolution.

Reserve Accounts means collectively the Tax-Exempt Reserve Account and the Taxable Reserve Account.

Reserve Fund means the Reserve Fund established by the Resolution.

Reserve Fund Facility means a letter of credit, policy of insurance, surety bond, acceptance, guarantee or other similar instrument issued to the Trustee for the account of the Authority under which moneys may be drawn by the Trustee for the purposes of any Reserve Account within the Reserve Fund and which meets the requirements set forth in the Resolution.

Reserve Fund Requirements means the Tax-Exempt Reserve Account Requirement and the Taxable Reserve Account Requirement.

Resolution means the Education Loan Revenue Bond General Resolution, Issue L, as amended or supplemented from time to time by any Series or Supplemental Resolution in accordance with the terms thereof.

Revenue Accounts means collectively, the Tax-Exempt Revenue Account and the Taxable Revenue Account.

Revenue Fund means the Revenue Fund established by the Resolution.

Revenues means (1) all amounts paid or required to be paid with respect to principal and interest from time to time on Education Loans, including without limitation, Education Loan Payments, Late Charges and amounts received upon the sale or other disposition of Education Loan Notes, (2) all amounts received from third parties by the Authority under any security agreement for an Education Loan, excluding any amounts loaned to the Authority thereunder or paid to the Authority as indemnification, (3) all interest, investment gains and other income received on moneys or securities held in Funds or accounts established under the Resolution, except the Rebate Fund, and (4) payments received by the Authority under and pursuant to a Hedge Agreement, including without limitation a Qualified Hedge Agreement.

S&P means S&P Global Ratings, a division of S&P Global, Inc., and its successors and assigns.

Second Series Resolution means the Authority's Second Issue L Series Resolution authorizing \$113,970,000 Education Loan Revenue Bonds, Issue L, Series 2018B and \$33,400,000 Education Loan Revenue Bonds, Issue L, Series 2018C, dated as of April 5, 2018.

Senior Bonds means all Bonds issued pursuant to the Resolution and secured on a senior priority to the Senior Subordinate Bonds and Subordinate Bonds under the terms of the applicable Series Resolution.

Senior Parity Ratio means, as of any date of calculation, the ratio of the sum of the value of (a) the Education Loans Purchased (valued at par plus accruals), excluding Defaulted Education Loans; and (b) all moneys and Investment Obligations held in the Funds and Accounts established under the Resolution (and valued as set forth in the Resolution, other than the Rebate Fund, to the sum of (x) the principal of and accrued interest on all Outstanding Senior Bonds and (y) all accrued but unpaid Program Expenses and Subordinated Program Expenses (as certified by an Authorized Officer).

Senior Subordinate Bonds means Bonds issued pursuant to the Resolution and secured on a subordinate priority to the Senior Bonds and on a senior priority to the Subordinate Bonds under the terms of the applicable Series Resolution.

Senior Subordinate Parity Ratio means, as of any date of calculation, the ratio of the sum of the value of (a) the Education Loans Purchased (valued at par plus accruals), excluding Defaulted Education Loans; and (b) all moneys and Investment Obligations held in the Funds and Accounts established under the Resolution (valued as set forth in the Resolution, plus accrued interest), other than the Rebate Fund, to the sum of (x) the principal of and accrued interest on all Outstanding Senior Bonds and Senior Subordinate Bonds and (y) all accrued but unpaid Program Expenses and Subordinated Program Expenses (as certified by an Authorized Officer).

Senior Subordinate Taxable Bonds means Senior Subordinate Bonds which are Taxable Bonds.

Senior Subordinate Tax-Exempt Bonds means Senior Subordinate Bonds which are Tax-Exempt Bonds.

Senior Taxable Bonds means Senior Bonds which are Taxable Bonds.

Senior Tax-Exempt Bonds means Senior Bonds which are Tax-Exempt Bonds.

Series means, except as otherwise provided in a Series Resolution, all of the Bonds delivered upon original issuance in a simultaneous transaction, and any Bonds thereafter delivered in lieu of or in substitution for such Bonds pursuant to the Resolution, regardless of variations in maturity, interest rate, Sinking Fund Installments, or other provisions. Reference to a Series therein will be deemed to refer separately to each Subseries therein except as otherwise provided in the applicable Series Resolution or required by the context.

Series 2018A Bonds means the Education Loan Revenue Bonds, Issue L, Senior Series 2018A (Federally Taxable) of the Authority authorized by the First Series Resolution and the Resolution.

Series 2018B Bonds means the Education Loan Revenue Bonds, Issue L, Senior Series 2018B of the Authority authorized by the Second Series Resolution and the Resolution.

Series 2018C Bonds means the Education Loan Revenue Bonds, Issue L, Subordinate Series 2018C of the Authority authorized by the Second Series Resolution and the Resolution.

Series 2019A Bonds means the Education Loan Revenue Bonds, Issue L, Senior Series 2019A (Federally Taxable) of the Authority authorized by the Third Series Resolution and the Resolution.

Series 2019B Bonds means the Education Loan Revenue Bonds, Issue L, Senior Series 2019B of the Authority authorized by the Fourth Series Resolution and the Resolution.

Series 2019BC Bonds means, collectively, the Series 2019B Bonds and the Series 2019C Bonds.

Series 2019C Bonds means the Education Loan Revenue Bonds, Issue L, Subordinate Series 2019C of the Authority authorized by the Fourth Series Resolution and the Resolution.

Series Resolution means any resolution supplemental to or amendatory of the Resolution adopted by the Authority in connection with the issuance of a Series of Bonds in accordance with the Resolution.

Servicer means (i) any person in the business of servicing loans who enters into a loan servicing agreement with the Authority for the servicing of Education Loans in connection with the Program or (ii) the Authority, if it provides such services as set forth in the Resolution.

Servicing Agreement means the Servicing Agreement between Pennsylvania Higher Education Assistance Agency and Massachusetts Educational Financing Authority dated as of April 1, 2018, as amended and restated, and any other loan servicing agreement in effect from time to time between the Authority and a Servicer for the servicing of Education Loans in connection with the Program.

Servicing Guidelines means the document on file with the Authority or with the Pennsylvania Higher Education Assistance Agency (“PHEAA”) (so long as it is under contract with the Authority) so designated containing the Program guidelines and certain Program forms regarding Education Loan servicing, as amended from time to time by the Authority with the approval of PHEAA (so long as it is under contract with the Authority) in a manner consistent with the covenants contained herein and in any applicable Series Resolution provided, however, that no such amendment shall (a) reduce in any manner the amount of, or delay the time of, collections of scheduled payments with respect to an Education Loan Purchased or (b) reduce the underwriting standards with respect to an Education Loan or (c) conflict with any provision of the Resolution or the related Series Resolution, except as specifically authorized by a Loan Program Certificate.

Sinking Fund Installment means, with respect to Bonds of any particular Series and stated maturity date and any particular Interest Payment Date, the principal amount thereof required to be redeemed in advance of their stated maturity date on such Interest Payment Date pursuant to the provisions of the applicable Series Resolution, including without limitation Cumulative Sinking Fund Installments, as contemplated by the Resolution.

Student means a person admitted or enrolled or previously enrolled at an institution of higher education that is a Participating Institution who is, will be or was engaged on at least a half-time basis, as determined by the institution, in a program of study leading to a certificate or degree granted or to be granted by such institution or a post-doctoral program, meeting the requirements set forth in the Origination Guidelines and the Servicing Guidelines.

Subordinate Bonds means Bonds issued pursuant to the Resolution and secured on a subordinate priority to the Senior Bonds and the Senior Subordinate Bonds under the terms of the applicable Series Resolution.

Subordinate Taxable Bonds means Subordinate Bonds which are Taxable Bonds.

Subordinate Tax-Exempt Bonds means Subordinate Bonds which are Tax-Exempt Bonds.

Subordinated Program Expenses means (1) the fees, charges and termination payments relating to a Qualified Hedge Agreement (which need not be included in the Annual Budget or Loan Program Certificate), and (2) such other items of expense as may be provided for in a Series Resolution or Loan Program Certificate, but not including Program Expenses.

Subordinated Program Expense Account means a subaccount created within a Program Expense Account for one or more particular Series of Bonds.

Subseries means a portion of a Series of Bonds separately designated under a Series Resolution to reflect differences in one or more of interest rate, date of issue, programmatic use, tax treatment or other features, as determined by the Authority in its discretion. References to a Series herein shall be deemed to refer separately to each Subseries therein except as otherwise provided in the applicable Series Resolution or required by context herein.

Supplemental Resolution means any resolution supplemental to or amendatory of the Resolution other than a Series Resolution, adopted by the Authority in accordance with the Resolution.

Taxable Bonds means any Bonds issued under the Resolution the interest on which is included in gross income for federal income tax purposes.

Taxable Capitalized Interest Account means the account established by the Resolution within the Program Fund.

Taxable Capitalized Interest Account Requirement, means with respect to a Series of Taxable Bonds, as of any Interest Payment Date, the amount set forth in the applicable Series Resolution or Supplemental Resolution.

Taxable Costs of Issuance Account means the account established by the Resolution within the Program Fund.

Taxable Excess Revenues means any amounts available in the Taxable Revenue Account on any date of calculation after all monthly and semi-annual payments and transfers required by the Resolution, as applicable, to be made from all sub-accounts within the Taxable Revenue Account, as the case may be, on such date have been made, and to the extent applicable: (i) during the Recycling Period, the Authority determines that such amounts are not to be used to originate or acquire additional Education Loans; and (ii) if the requirements of the Resolution with respect to a release of moneys to the Authority may be met on such date, the Authority determines that such amounts are not to be so released.

Taxable Program Expense Account means the account established by the Resolution within the Program Expense Fund.

Taxable Program Expenses means Program Expenses allocable to Taxable Bonds or to the Education Loans allocable to Taxable Bonds.

Taxable Purchase Account means the account established by the Resolution within the Program Fund.

Taxable Redemption Account means the account established by the Resolution within the Redemption Fund.

Taxable Reserve Account means the account established by the Resolution within the Reserve Fund.

Taxable Reserve Account Requirement means, as of any date of calculation while any Taxable Bonds are Outstanding, the amount specified in the most current Series Resolution or Supplemental Resolution.

Taxable Revenue Account means the account established by the Resolution within the Revenue Fund.

Taxable Revenues means Revenues received from or in connection with an Education Loan financed from proceeds of, or other amounts allocable to, Taxable Bonds.

Taxable Subordinated Program Expenses means (1) the fees, charges and termination payments relating to a Qualified Hedge Agreement (which need not be included in the Annual Budget or Loan Program Certificate), and (2) such other items of expense as may be provided for in a Series Resolution or Loan Program Certificate, allocable to Taxable Bonds or to the Education Loans allocable to Taxable Bonds, but not including Program Expenses.

Tax-Exempt Bonds means collectively, any Bonds the interest on which is excluded from gross income for federal income tax purposes.

Tax-Exempt Capitalized Interest Account means the account established by the Resolution within the Program Fund.

Tax-Exempt Capitalized Interest Account Requirement means with respect to a Series of Tax-Exempt Bonds, as of any Interest Payment Date, the amount set forth in the applicable Series Resolution or Supplemental Resolution.

Tax-Exempt Costs of Issuance Account means the account established by the Resolution within the Revenue Fund.

Tax-Exempt Excess Revenues means any amounts available in the Tax-Exempt Revenue Account on any date of calculation after all monthly and semi-monthly payments and transfers required by the Resolution, as applicable, to be made from all sub-accounts within the Tax-Exempt Revenue Account, as the case may be, on such date have been made, and to the extent applicable: (i) during the Recycling Period, the Authority determines that such amounts are not to be used to originate or acquire additional Education Loans; and (ii) if the requirements of the Resolution with respect to a release of moneys to the Authority may be met on such date, the Authority determines that such amounts are not to be so released.

Tax-Exempt Program Expense Account means the account established by the Resolution within the Program Expense Fund.

Tax-Exempt Program Expenses means Program Expenses allocable to Tax-Exempt Bonds or to the Education Loans allocable to Tax-Exempt Bonds.

Tax-Exempt Purchase Account means the account established by the Resolution within the Program Fund.

Tax-Exempt Redemption Account means the account established by the Resolution within the Redemption Fund.

Tax-Exempt Reserve Account means the account established by the Resolution within the Reserve Fund.

Tax-Exempt Reserve Account Requirement means, as of any date of calculation while any Tax-Exempt Bonds are Outstanding, the amount specified in the most current Series Resolution or Supplemental Resolution.

Tax-Exempt Revenues means Revenues received from or in connection with an Education Loan financed from proceeds of, or other amounts allocable to, Tax-Exempt Bonds.

Tax-Exempt Revenue Account means the account established by the Resolution within the Revenue Fund.

Tax-Exempt Subordinated Program Expenses means (1) the fees, charges and termination payments relating to a Qualified Hedge Agreement (which need not be included in the Annual Budget or Loan Program Certificate), and (2) such other items of expense as may be provided for in a Series Resolution or Loan Program Certificate, allocable to Tax-Exempt Bonds or to the Education Loans allocable to Tax-Exempt Bonds, but not including Program Expenses.

Third Series Resolution means this Third Issue L Series Resolution, dated as of March 28, 2019 authorizing the issuance of the Series 2019A Bonds.

Three Month Treasury Bill Yield means the per annum discount rate (expressed as a bond equivalent yield on the basis of 365 or 366 days, as applicable, and applied on a daily basis) for 91-day Treasury Bills set at the most recent 91-day Treasury Bill auction as published by the Board of Governors of the Federal Reserve of the United States Department of Treasury (in Statistical Release H.15 or any successor publication), or, in the event no such rates are published by either of the above, then as quoted or published by any Federal Reserve Bank or any department or agency of the United States of America.

Threshold Bond Principal Outstanding Level means the highest threshold principal amount of Bonds Outstanding necessary to establish an Optional Excess Revenues Redemption Date, as set forth in any Series Resolution or Supplemental Resolution relating to Outstanding Bonds.

Trust Assets shall have the meaning set forth in the Resolution.

Trustee means the trustee appointed pursuant to the Resolution, and its successor or successors.

UCC means the Uniform Commercial Code as in force in the Commonwealth of Massachusetts, as may be amended from time to time.

Except where the context otherwise requires, words importing the singular number will include the plural number and vice versa, words importing persons will include firms, associations and corporation and words of the masculine gender will include correlative words of the feminine and neuter genders.

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APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE RESOLUTION

The Resolution contains terms and conditions relating to the issuance and sale of the Series 2019 Bonds as well as other Bonds issued under the Resolution, including various covenants and security provisions, certain of which are summarized below.

Resolution to Constitute Contract (Section 103)

The Resolution constitutes a contract among the Authority, the Trustee and the Holders from time to time of the Bonds; and the pledge made in the Resolution and the covenants and agreements therein set forth to be performed on behalf of the Authority shall be for the benefit, protection and security of the Holders of any and all of the Bonds, all of which Bonds, regardless of the time or times of their delivery or maturity, shall be of equal rank without preference, priority or distinction of any of such Bonds over any other Bonds and as expressly provided in or permitted by the Resolution.

Hedging Transactions (Section 104)

A Hedge Agreement is a Qualified Hedge Agreement if (i) the provider of the Hedge Agreement is a Qualified Institution or the provider's obligations under the Hedge Agreement are unconditionally guaranteed by a Qualified Institution and (ii) the Authority designates it as such by certificate of an Authorized Officer. Prior to entering into a Hedge Agreement, the Authority shall provide Prior Rating Agency Notice.

If the Authority enters into any Qualified Hedge Agreement with respect to any Bonds and the Authority has made a determination that the Qualified Hedge Agreement was entered into for the purpose of hedging or managing the interest due with respect to those Bonds, then during the term of the Qualified Hedge Agreement and so long as the provider of the Qualified Hedge Agreement is not in default:

- (1) for purposes of any calculation of Debt Service or interest on Bonds, the interest rate on the Bonds with respect to which the Qualified Hedge Agreement applies will be determined as if such Bonds had interest payments equal to the interest payable on those Bonds less any payments reasonably expected to be made to the Authority by the provider and plus any payments reasonably expected to be made by the Authority to the provider in accordance with the terms of the Qualified Hedge Agreement (other than fees, charges or termination payments payable to such provider for providing the Qualified Hedge Agreement);
- (2) any such payments (other than fees, charges and termination payments, referred to in the Resolution as "regular payments") required to be made by the Authority to the provider pursuant to such Qualified Hedge Agreement will be made from amounts on deposit in the Debt Service Fund and will be treated as interest in an Event of Default;
- (3) any such payments received by or for the account of the Authority from the Provider pursuant to such Qualified Hedge Agreement will be deposited in the Applicable Revenue Account; and
- (4) fees, charges and termination payments, if any, payable to the provider may be deemed to be Subordinated Program Expenses and paid from amounts on deposit in the Subordinated Program Expense Account within a Program Expense Account if and to the extent expressly provided in the Qualified Hedge Agreement (otherwise such fees, charges and termination payments will be payable solely from general funds of the Authority).

C. If the Authority enters into a Hedge Agreement with respect to any Bonds and the Authority determines that the Hedge Agreement was entered into for the purpose of hedging or managing the interest due with respect to those Bonds that is not a Qualified Hedge Agreement, then:

(1) the interest rate adjustments or assumptions referred to in clause (1) of the second paragraph under this heading will not be made;

(2) any and all payments required to be made by the Authority to the provider pursuant to such Hedge Agreement (including any fees, charges and termination payments) will be made only from general funds of the Authority; and

(3) any payments received by the Authority from the provider pursuant to such Hedge Agreement will be treated as Revenues and will be deposited in the applicable account in the Revenue Fund.

D. If an event occurs which would allow the counterparty on a Qualified Hedge Agreement with respect to any Bonds to terminate such Qualified Hedge Agreement, the Authority will notify the Nationally Recognized Rating Agencies of such event promptly upon receipt of notice thereof.

Provisions for Issuance of a Series of Bonds (Section 202)

The Bonds of each Series will be executed by or on behalf of the Authority for issuance under the Resolution and delivered to the Trustee for authentication and upon authentication by it delivered to the Authority or upon its order, but only upon the receipt by the Trustee of:

(1) A copy of the Series Resolution authorizing such Series of Bonds, certified by an Authorized Officer;

(2) A Counsel's Opinion, dated the date of delivery of such Series, to the effect that (i) the Resolution and such Series Resolution have been duly and lawfully adopted by the Authority, are in full force and effect and are valid and binding upon the Authority and enforceable in accordance with their terms, and no other authorization for the Resolution or such Series Resolution is required; (ii) the Resolution creates the valid pledge and lien which it purports to create subject to the provisions of the Resolution; and (iii) the Bonds of such Series have been duly and validly authorized and issued in accordance with law, including the Act as amended to the date of such opinion, and in accordance with the Resolution and are valid and binding special obligations of the Authority, enforceable in accordance with their terms and the terms of the Resolution and entitled to the benefits of the Resolution; provided that such Counsel's Opinion may take an exception for limitations imposed by or resulting from laws of bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditor's rights theretofore or thereafter enacted and for considerations of equity.

(3) A certificate of an Authorized Officer as to the authentication and delivery of the Bonds of such Series;

(4) A certificate of an Authorized Officer stating that as of the delivery of such Series of Bonds no Event of Default will have happened and then be continuing;

(5) A certificate of an Authorized Officer stating the amounts, if any, which are to be transferred and the dates on which such transfers are to be made by the Trustee from the Tax-Exempt Capitalized Interest Account or Taxable Capitalized Interest Account to the Debt Service

Fund or any other Fund; provided that such certificate will be subject to amendment by certificate of an Authorized Officer delivered to the Trustee at any time and from time to time;

(6) A Favorable Projection of Revenues dated as of the date of issuance of the Bonds of such Series;

(7) With respect to all Bonds theretofore issued and remaining Outstanding, evidence of satisfaction of the Rating Agency Condition as to all Nationally Recognized Rating Agencies;

(8) By attachment to the Series Resolution or otherwise, a Loan Program Certificate, as amended or confirmed as of the date of issuance of the Bonds of such Series; and

(9) Such further documents and moneys as are required by the Resolution or any Series or Supplemental Resolution adopted pursuant to the Resolution.

Senior Subordinate and Subordinate Bonds (Section 205)

(A) The Authority may from time to time, pursuant to the Resolution and subject to satisfaction of the Rating Agency Condition as to each Nationally Recognized Rating Agency, issue Senior Subordinate Bonds which shall be secured by a pledge of Trust Assets that is subordinate to the pledge applicable to Senior Bonds and senior to the pledge applicable to Subordinate Bonds. Such Senior Subordinate Bonds shall contain an express statement to the effect that the payment of the principal of and interest on such Senior Subordinate Bonds is subordinate to such payment of Senior Bonds and that the lien and security interest on Trust Assets for the benefit of such Senior Subordinate Bonds is subordinate to the lien and security interest on Trust Assets for the benefit of Senior Bonds. Notwithstanding the foregoing, the interest on such Senior Subordinate Bonds may be paid currently from Revenues on a periodic basis with the priority set forth in the Resolution while Senior Bonds are Outstanding on any Interest Payment Date or any other convenient date or dates so long as no Event of Default exists. Funds on deposit in the Reserve Fund shall be applied to the payment of principal of or interest on such Senior Subordinate Bonds with the priority set forth in the Resolution. The Series Resolution with respect to any such Senior Subordinate Bonds shall specify the terms and conditions applicable to such Senior Subordinate Bonds not inconsistent with the terms and conditions hereof and may make such amendments to the Resolution as are necessary to effect the subordination of payments with respect to such Senior Subordinate Bonds.

(B) The Authority may also from time to time, subject to the Resolution and subject to the satisfaction of the Rating Agency Condition as to each Nationally Recognized Rating Agency, issue Subordinate Bonds secured by a pledge of the Trust Assets which is subordinate to the pledge applicable to both Senior Bonds and Senior Subordinate Bonds. Such Subordinate Bonds shall contain an express statement to the effect that the payment of the principal of and interest on such Subordinate Bonds is subordinate to such payment of Senior Bonds and Senior Subordinate Bonds and that the lien and security interest on Trust Assets for the benefit of such Subordinate Bonds is subordinate to the lien and security interest on Trust Assets for the benefit of Senior Bonds and Senior Subordinate Bonds. Notwithstanding the foregoing, the interest on such Subordinate Bonds may be paid currently from Revenues on a periodic basis with the priority set forth in the Resolution while Senior Bonds or Senior Subordinate Bonds are Outstanding on any Interest Payment Date or any other convenient date or dates so long as no Event of Default exists. Funds on deposit in the Reserve Fund shall be applied to the payment of principal of or interest on such Subordinate Bonds with the priority set forth in the Resolution. The Series Resolution with respect to any such Subordinate Bonds shall specify the terms and conditions applicable to such Subordinate Bonds not inconsistent with the terms and conditions hereof and may make such amendments to the Resolution as are necessary to effect the subordination of payments with respect to such Subordinate Bonds.

(C) The Authority may from time to time, pursuant to the Resolution and subject to satisfying the Rating Agency Condition as to all Nationally Recognized Rating Agencies, issue Bonds which shall be secured by a pledge of Trust Assets that is subordinate to the pledge applicable to the Senior Bonds, the Senior Subordinate Bonds and the Subordinate Bonds. Such Bonds shall contain an express statement to the effect that the payment of the principal of and interest on such Bonds is subordinate in all respects to the Senior Bonds, Senior Subordinate Bonds and the Subordinate Bonds and that the lien and security interest on Trust Assets for the benefit of such Bonds is subordinate in all respects to the lien and security interest on Trust Assets for the benefit of the Senior Bonds, Senior Subordinate Bonds and the Subordinate Bonds. Funds on deposit in the Reserve Fund shall not be applied to the payment of principal of or interest on such Bonds. The Series Resolution with respect to any such Bonds may establish separate reserves for the benefit of such Bonds, shall specify the terms and conditions applicable to such Bonds and shall make such amendments to the Resolution as are necessary to effect the subordination of payments with respect to such Bonds.

Rating Agency Condition; Prior Rating Agency Notice (Section 206)

Prior Rating Agency Notice and satisfaction of the Rating Agency Condition shall be required as to each Nationally Recognized Rating Agency prior to making any supplement or change to or modification of a Series Resolution or the Resolution, in each case in connection with the issuance of Bonds and as may be specified in a Series Resolution. Without limiting the foregoing, Prior Rating Agency Notice shall be required for any reduction in the Overall Parity Ratio or the Senior Parity Ratio level required for a Parity Ratio Equity Release Certificate or in any other reduction in restrictions on releases of assets from the lien of the Resolution, any extension of periods of time for loan origination or Revenue recycling set forth in a Series Resolution or the Resolution, any supplement or change to or modification of a Series Resolution which shall reduce the Reserve Fund Requirements or Capitalized Interest Account Requirements specified in the latest Series Resolution, any amendment to a Loan Program Certificate, certain sales of Education Loans, any change to a Series Resolution which shall reduce the minimum Senior Parity Ratio required for a Parity Ratio Senior Subordinate Principal Reduction Certificate or the minimum Senior Parity Ratio and Senior Subordinate Parity Ratio required for a Parity Ratio Subordinate Principal Reduction Certificate, entering into a Hedge Agreement, changes in the Servicer or replacement of the Trustee and entering into any investment agreement in connection with a particular Series of Bonds after the date of issuance of such Series. Prior Rating Agency Notice shall also be required for any other supplement or modification of the Resolution or a Series Resolution.

Pledge (Section 501)

As security for the payment of the principal or Redemption Price of and interest on the Bonds the Authority pledges and grants to the Trustee on behalf of the Bondholders a security interest in (1) all Revenues, (2) all Education Loan Notes and any other Revenue-producing contracts or loan guaranties and all rights and interests of the Authority incident thereto, except for amounts loaned to the Authority or the Authority's rights to indemnification under any security agreement required for an Education Loan Note pursuant to the Loan Program Certificate, (3) all moneys and securities on deposit in all Funds and accounts created by or pursuant to the Resolution (other than the Rebate Fund) including without limitation any Reserve Fund Facilities, any funds drawn on Reserve Fund Facilities and any Investment Obligations in which such moneys are invested, (4) all general intangibles (including payment intangibles) comprising or relating to any of the foregoing, and (5) the proceeds of any of the foregoing, whether any of the foregoing is now existing or is hereafter acquired (collectively the "Trust Assets"). It is expressly understood, however, that the application of amounts held pursuant to the Resolution for the purposes and on the terms and conditions set forth therein is permitted. The foregoing pledge will be valid and binding from the time of delivery by the Authority of the first Bond, will be effective as to all such rights and other pledged property whether now existing or hereafter coming into existence, whether now held or hereafter acquired

by the Authority, and whether or not segregated or held in trust by the Authority. The Authority represents and warrants that the Resolution creates a valid and continuing security interest in the Trust Assets in favor of the Trustee, which security interest is prior to all other liens, and is enforceable as such as against creditors of and purchasers from the Authority. The rights, Revenues, Education Loan Notes, Reserve Fund Facilities, contracts, guaranties, other property and proceeds so pledged will immediately be subject to the lien of such pledge without any physical delivery or segregation thereof or further act and the lien of such pledge will be valid and binding against any and all parties having a claim of any kind, in tort, contract or otherwise, against the Authority, irrespective of whether such parties have notice thereof.

Funds and Accounts (Section 502)

The Resolution established certain Funds and Accounts to be held by the Trustee, including:

- (1) Program Fund
 - Tax-Exempt Purchase Account
 - Taxable Purchase Account
 - Tax-Exempt Capitalized Interest Account
 - Taxable Capitalized Interest Account
 - Tax-Exempt Costs of Issuance Account
 - Taxable Costs of Issuance Account
- (2) Revenue Fund
 - Tax-Exempt Revenue Account
 - Taxable Revenue Account
- (3) Debt Service Fund
 - Tax-Exempt Debt Service Account
 - Taxable Debt Service Account
- (4) Reserve Fund
 - Tax-Exempt Reserve Account
 - Taxable Reserve Account
- (5) Program Expense Fund
 - Tax-Exempt Program Expense Account
 - Taxable Program Expense Account

(6) Redemption Fund

Tax-Exempt Redemption Account

Taxable Redemption Account

(7) Rebate Fund

The Authority may by Series Resolution adopted in connection with the issuance of a Series or Subseries of Bonds under the Resolution establish additional Funds or accounts for each such Series or Subseries and may pursuant to such Series Resolution or by certificate of an Authorized Officer of the Authority establish within one or more Funds or accounts separate subaccounts for each such Series or Subseries. To the extent such separate subaccounts are so established, the proceeds of a particular Series or Subseries of Bonds, the Revenues from Education Loans acquired with such proceeds and the investment earnings on moneys in such subaccounts relating to a particular Series or Subseries of Bonds, as applicable, whenever required to be deposited or credited in any Fund, will be deposited or credited to the subaccount established therein for that particular Series or Subseries of Bonds, if any. To the extent moneys are required to be deposited to or withdrawn from any Fund or account pursuant to the Resolution and the applicable subaccount does not have adequate amounts on deposit, the Trustee will, except as otherwise provided in the Resolution, in a Series Resolution or a certificate of an Authorized Officer, withdraw pro rata from each other subaccount within the relevant Fund or account (determined according to the amounts available in such subaccounts) the amounts necessary to make such deposit or withdrawal. When accounts or separate subaccounts established for a Series or Subseries of Bonds are no longer active, the Authority may, by certificate of an Authorized Officer, instruct the Trustee to close such accounts and subaccounts.

Application of Program Fund (Section 504)

Purchase Account. Upon the issuance, sale and delivery of any Series of Bonds (other than an issue of refunding Bonds for which a Purchase Account is not to be funded), the Trustee shall establish a separate subaccount within the Applicable Purchase Account within the Program Fund for such Series. Each subaccount in a Purchase Account within the Program Fund shall be used for the Purchase of Education Loans as hereinafter provided and to the extent provided for in the applicable Series Resolution.

The Trustee, upon the written request of the Authority signed by an Authorized Officer, which may be an e-mail verified as to its authenticity in such manner as the Trustee shall determine, shall pay from the Applicable Purchase Account and subaccount therein to the designated Participating Institutions or, in the case of Refinancing Loans, to the lenders or loan servicers on loans being refinanced, or, in any case, to an intermediary designated by the Authority, the amounts, if any, stated in such written request for or upon the Purchase of the Education Loans specified in such request. Such written request shall certify (i) the purchase price of the Education Loans specified to be Purchased and that the amount of payments requested thereby are not in excess of the purchase price of the Education Loans permitted under the Loan Program Certificate submitted prior to such request and (ii) that the Education Loans comply with the Resolution and with any requirements pertaining thereto in the applicable Series Resolution, the Loan Program Certificate and the Act. Prior to or simultaneously upon any disbursement to a Participating Institution, a lender or loan servicer (in the case of Refinancing Loans) or an intermediary of the amounts specified in such written request of the Authority to Purchase Education Loans, the Authority shall deliver, or cause to be delivered, to the Trustee or to the Servicer or another entity acting as custodian for the Trustee the original copies of the duly executed Education Loan Notes evidencing the Education Loans specified in the aforementioned request, which Education Loan Notes shall be duly endorsed to the Authority; provided that, with respect to any such Education Loan Notes

that have been electronically executed, the Authority may deliver, or cause to be delivered, the original electronic records of such Education Loan Notes. The Trustee shall verify the aggregate principal amount of Education Loan Notes so delivered and the purchase price of such Loans and shall not disburse an amount greater than the purchase price of such Loans.

The Trustee, upon the written request of the Authority signed by an Authorized Officer, or upon the written request of the Servicer bearing the written consent of an Authorized Officer of the Authority, which, in either case, may be an e-mail verified as to its authenticity in such manner as the Trustee shall determine, shall pay from the Applicable Purchase Account and subaccount therein to the Servicer, the amounts stated in such written request for or upon the Purchase of the Education Loans specified in such request. Such written request shall certify (i) the purchase price of the Education Loans specified to be Purchased and that the amount of payments requested thereby are not in excess of the purchase price of the Education Loans to be Purchased by or on behalf of the Authority from such disbursement on the date of the disbursement by the Trustee to the Servicer and (ii) that the Authority or the Servicer, as applicable, has determined that such Education Loans comply with the Resolution and with any requirements pertaining thereto in the applicable Series Resolution and the Act and that the Purchase is being made in accordance with the terms and conditions set forth in the Loan Program Certificate. The Servicing Agreement shall require that, prior to or simultaneously with the disbursement by the Servicer to a Participating Institution of any amount obtained by the Servicer from the Trustee pursuant to such written request, the Authority shall have delivered or caused to be delivered to the Servicer, or another entity acting as custodian for the Trustee, the original copies (or original electronic records) of the duly executed Education Loan Notes evidencing the Education Loans funded by or on behalf of the Authority with such disbursement, which Education Loan Notes shall be duly endorsed or otherwise assigned to the Authority.

If at any time there shall not be sufficient amounts in the Debt Service Fund to provide for the payment of Required Debt Service on the Bonds then due, the Trustee at that time shall transfer from the Applicable Purchase Account and subaccount therein and pay into the Debt Service Fund the amount of the deficiency in accordance with the priority set forth (and subject to the conditions) in the Resolution for deficiencies relating to Tax-Exempt Bonds and for deficiencies relating to Taxable Bonds. If at any time there shall not be sufficient amounts in the Program Expense Fund to provide for the payment of Program Expenses then due and payable therefrom, the Trustee at that time shall transfer from the Applicable Purchase Account and subaccount therein and pay into the Applicable Program Expense Account the amount of the deficiency in accordance with the priority set forth (and subject to the conditions) in the Resolution for deficiencies relating to Tax-Exempt Program Expenses or for deficiencies relating to Taxable Program Expenses.

Capitalized Interest Accounts. Upon the issuance of any Series of Bonds, the Series Resolution authorizing such Series may, but shall not be required to, establish one or more separate subaccounts within one or more Capitalized Interest Accounts within the Program Fund for such Series, and provide for the deposit into such Capitalized Interest Accounts or subaccounts of a portion of the proceeds of such Series of Bonds or other moneys in an amount equal to the Applicable Capitalized Interest Account Requirement. Moneys in each Capitalized Interest Account shall be used, to the extent available, for the purpose of paying Debt Service on the Bonds or for paying Program Expenses. If on any Interest Payment Date there are more funds on deposit in the Capitalized Interest Account for a particular Category or Series of Bonds than are needed to satisfy the then Applicable Capitalized Interest Account Requirement, any such excess moneys in such account shall be transferred to the Applicable Revenue Account.

If at any time there shall not be sufficient amounts in a Debt Service Account to provide for the payment of interest on the Bonds then due, the Trustee at that time shall transfer from each Capitalized Interest Account and pay into such Debt Service Account the amount of the deficiency in accordance with the priority (and subject to the conditions) set forth in the Resolution for deficiencies relating to Tax-

Exempt Bonds and for deficiencies relating to Taxable Bonds. If at any time there shall not be sufficient amounts in a Program Expense Account to provide for the payment of Program Expenses then due and payable therefrom, the Trustee at that time shall transfer from each Capitalized Interest Account and pay into such Program Expense Account the amount of the deficiency in accordance with the priority (and subject to the conditions) set forth in the Resolution for deficiencies relating to Tax-Exempt Program Expenses and for deficiencies relating to Taxable Program Expenses.

Costs of Issuance Accounts. Upon the issuance of any Series of Bonds, the Series Resolution authorizing such Series of Bonds may, but shall not be required to, establish a separate Costs of Issuance Account or subaccount within the Program Fund for such Series, and provide for the deposit into such Applicable Costs of Issuance Account or subaccount of a portion of proceeds of such Series of Bonds or other moneys; provided that, in the case of Bond proceeds, such deposit is included in the latest Favorable Projection of Revenues filed pursuant to the Resolution. The Trustee shall pay or reimburse the Authority for Costs of Issuance from the Applicable Costs of Issuance Account or subaccount upon receipt of a requisition signed by an Authorized Officer stating the amount and purpose of any such payment; provided that, in the case of Tax-Exempt Bonds, except as otherwise provided in a Series Resolution, the total Costs of Issuance paid out of proceeds of the Applicable Costs of Issuance Account or subaccount shall not exceed the lesser of the actual Costs of Issuance allocable to such Series of Bonds and 2% of the initial principal amount of the applicable Series of Bonds less original issue discount. Upon payment of all Costs of Issuance for a Series of Bonds any amount remaining in the Applicable Costs of Issuance Account or subaccount shall be transferred to such Applicable account within such Fund under the Resolution as shall be designated by the Authority in writing to the Trustee.

All moneys transferred from the Tax-Exempt Revenue Account or Taxable Revenue Account to the Tax-Exempt Purchase Account or Taxable Purchase Account, as applicable, or from the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, pursuant to the Resolution, shall be applied in accordance with the applicable Series Resolution and the Loan Program Certificate to the Purchase of Education Loans in the manner provided in the Resolution; provided that at any time the Authority may by certificate of an Authorized Officer direct the Trustee to transfer any such moneys to the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable.

(C) After the initial deposit to the Applicable Purchase Accounts, Capitalized Interest Accounts and Costs of Issuance Accounts, if any, for any Series of Bonds, at least monthly the Trustee shall furnish the Authority with a written statement as to the amount remaining in the Purchase Accounts and, if applicable, the Capitalized Interest Accounts and Costs of Issuance Accounts and a schedule of investments in each such account. The Trustee shall retain copies of all written requests of the Authority delivered pursuant to this section and of all such statements while the Bonds remain Outstanding.

(D) Interest or other income derived from the investment or deposit of moneys in a Purchase Account shall be transferred to the Applicable Revenue Account, unless (i) the applicable Series Resolution provides otherwise, or (ii) if permitted by the Series Resolution, an Authorized Officer shall file a certificate with the Trustee directing, that such interest or other income is to be retained therein; provided that the proceeds of any disposition of Education Loans are to be applied in accordance with the Resolution. Interest or other income derived from the investment or deposit of moneys in the Capitalized Interest Accounts and Costs of Issuance Accounts shall be transferred to the Applicable Revenue Account.

When all Education Loans to be Purchased from the proceeds of a Series of Bonds deposited in a Purchase Account or any subaccount therein established by Series Resolution have been so Purchased, as evidenced by a certificate of an Authorized Officer, and in any event on such date as may be established for a particular Series of Bonds by the applicable Series Resolution for the Applicable Purchase Account and any such subaccount, if no such certificate is received prior thereto, any amount remaining unexpended in

such Purchase Account or any such subaccount (less any amounts which are specified in a certificate of an Authorized Officer as required for the Purchase of Education Loans committed to be originated or acquired after such date, subject to the terms of the applicable Series Resolution) shall be transferred by the Trustee to the Applicable Redemption Account and any amount funded from proceeds of the same Series of Bonds remaining in a Capitalized Interest Account or a Costs of Issuance Account not required for any purposes thereof shall be transferred by the Trustee to the Applicable Redemption Account or the Applicable Debt Service Account, as such certificate may designate.

If at any time the Authority shall have deposited in the accounts within the Program Fund any moneys of the Authority derived other than from the proceeds of Bonds or of bonds refunded by Bonds or as contemplated by the Resolution, such moneys shall be deemed to be expended in the following order from such accounts within the Program Fund: (i) proceeds of Bonds shall always be deemed to have been expended before any other moneys from such account; (ii) amounts deposited pursuant to the Resolution shall be deemed to have been expended, pro-rata, next after no proceeds of Bonds remain; and (iii) and contributions of moneys from the Authority shall be deemed to have been expended last, after no proceeds of Bonds or amounts deposited pursuant to the Resolution remain. Any such moneys contributed by the Authority remaining in a Purchase Account or any subaccount therein upon completion of Purchase of Education Loans from such Purchase Account or subaccount may, notwithstanding the foregoing provisions, unless prohibited under the applicable Series Resolution, be transferred by the Trustee to the Applicable Revenue Account or to the Authority free and clear of the lien and pledge hereof upon written direction of an Authorized Officer if such direction is accompanied by a Parity Ratio Equity Release Certificate.

Revenues and Revenue Fund (Section 506)

Except as otherwise provided in the Resolution and in any Series Resolution with respect to Revenues allocable to a Series of Bonds authorized thereby, and to the extent otherwise provided in the Resolution with respect to certain proceeds of disposition of Education Loans, all Revenues, promptly upon receipt by the Authority, shall be deposited in the Revenue Fund; provided that (i) Tax-Exempt Revenues shall be deposited in the Tax-Exempt Revenue Account and (ii) Taxable Revenues shall be deposited in the Taxable Revenue Account. Revenues which have been received by persons collecting Revenues on behalf of the Authority but have not yet been paid over directly to the Authority by such persons shall not be required to be so deposited until so paid over; provided, however, that such Revenues shall be deemed to have been received by the Authority for purposes of the Resolution.

On the second to last Business Day of each month other than a month in which transfers are made pursuant to this section, the Trustee shall apply any moneys in the Tax-Exempt Revenue Account and Taxable Revenue Account of the Revenue Fund (and from among any subaccounts within such Revenue Accounts, as the Authority may direct), as applicable, to make deposits as follows and in the following priority:

(1) As directed by the Authority, with respect to Tax-Exempt Bonds, to the Rebate Fund from the Tax-Exempt Revenue Account, if and to the extent required, so that the balance therein shall equal the Rebate Fund Requirement;

(2) As directed by the Authority, (a) to the Tax-Exempt Program Expense Account from the Tax-Exempt Revenue Account; and (b) to the Taxable Program Expense Account from the Taxable Revenue Account; in each case in an amount certified to the Trustee by an Authorized Officer, which amount together with prior amounts transferred to each such Program Expense Account for such Fiscal Year, is not in excess of the budgeted cumulative year-to-date amount for Program Expenses to be paid from each Revenue Account to the Applicable Program Expense

Account through the end of the next ensuing month set forth in the most recent Annual Budget of the Authority on file with the Trustee and is not inconsistent on a cumulative basis with the Loan Program Certificate, all as certified by an Authorized Officer;

(3) To the Applicable Debt Service Account and subaccount therein:

(a) with respect to Senior Tax-Exempt Bonds, from the Tax-Exempt Revenue Account as necessary so that the amount on deposit is equal to (i) interest accrued and to accrue on the Senior Tax-Exempt Bonds from the most recent Interest Payment Date through the end of the month, including any payments due or to become due under a related Qualified Hedge Agreement (other than fees, charges and termination fees), plus (ii) commencing six months or twelve months, as applicable, prior to the first Interest Payment Date on which a Principal Installment (including any Cumulative Sinking Fund Installment) is due on the Senior Tax-Exempt Bonds, the portion of such Principal Installment that would have accrued on the Senior Tax-Exempt Bonds from the most recent Interest Payment Date through the end of the month if amounts due on such Principal Installment accrued in equal monthly installments; and

(b) with respect to Senior Taxable Bonds, from the Taxable Revenue Account as necessary so that the amounts on deposit are equal to (i) interest accrued and to accrue on the Senior Taxable Bonds from the most recent Interest Payment Date through the end of the month, respectively, including any payments due or to become due under a related Qualified Hedge Agreement (other than fees, charges and termination fees), plus (ii) commencing six months or twelve months, as applicable, prior to the next succeeding Interest Payment Date on which a Principal Installment (including any Cumulative Sinking Fund Installment) is due on such Senior Taxable Bonds, the portion of such Principal Installment that would have accrued on the Senior Taxable Bonds from the most recent Interest Payment Date through the end of the month if amounts due on such Principal Installment accrued in equal monthly installments;

(c) To the Applicable Debt Services Account and subaccount therein:

(x) with respect to Senior Subordinate Tax-Exempt Bonds, from the Tax-Exempt Revenue Account as necessary so that the amount on deposit is equal to (i) interest accrued and to accrue on the Senior Subordinate Tax-Exempt Bonds from the most recent Interest Payment Date through the end of the month, including any payments due or to become due under a related Qualified Hedge Agreement (other than fees, charges and termination fees), plus (ii) commencing six months or twelve months, as applicable, prior to the first Interest Payment Date on which a Principal Installment (including any Cumulative Sinking Fund Installment) is due on the Senior Subordinate Tax-Exempt Bonds, the portion of such Principal Installment that would have accrued on the Senior Subordinate Tax-Exempt Bonds from the most recent Interest Payment Date through the end of the month if amounts due on such Principal Installment accrued in equal monthly installments; and

(y) with respect to Senior Subordinate Taxable Bonds, from the Taxable Revenue Account as necessary so that the amounts on deposit are equal to (i) interest accrued and to accrue on the Senior Subordinate Taxable Bonds from

the most recent Interest Payment Date through the end of the month, respectively, including any payments due or to become due under a related Qualified Hedge Agreement (other than fees, charges and termination fees), plus (ii) commencing six months or twelve months, as applicable, prior to the next succeeding Interest Payment Date on which a Principal Installment (including any Cumulative Sinking Fund Installment) is due on such Senior Subordinate Taxable Bonds, the portion of such Principal Installment that would have accrued on the Senior Subordinate Taxable Bonds from the most recent Interest Payment Date through the end of the month if amounts due on such Principal Installment accrued in equal monthly installments;

(c) After making any Scheduled Capitalized Interest Account Transfer, to the Applicable Debt Services Account and subaccount therein:

(x) with respect to Subordinate Tax-Exempt Bonds, from the Tax-Exempt Revenue Account as necessary so that the amount on deposit is equal to (i) interest accrued and to accrue on the Subordinate Tax-Exempt Bonds from the most recent Interest Payment Date through the end of the month, including any payments due or to become due under a related Qualified Hedge Agreement (other than fees, charges and termination fees), plus (ii) commencing six months or twelve months, as applicable, prior to the first Interest Payment Date on which a Principal Installment (including any Cumulative Sinking Fund Installment) is due on the Subordinate Tax-Exempt Bonds, the portion of such Principal Installment that would have accrued on the Subordinate Tax-Exempt Bonds from the most recent Interest Payment Date through the end of the month if amounts due on such Principal Installment accrued in equal monthly installments; and

(y) with respect to Subordinate Taxable Bonds, from the Taxable Revenue Account as necessary so that the amounts on deposit are equal to (i) interest accrued and to accrue on the Subordinate Taxable Bonds from the most recent Interest Payment Date through the end of the month, respectively, including any payments due or to become due under a related Qualified Hedge Agreement (other than fees, charges and termination fees), plus (ii) commencing six months or twelve months, as applicable, prior to the next succeeding Interest Payment Date on which a Principal Installment (including any Cumulative Sinking Fund Installment) is due on such Subordinate Taxable Bonds, the portion of such Principal Installment that would have accrued on the Subordinate Taxable Bonds from the most recent Interest Payment Date through the end of the month if amounts due on such Principal Installment accrued in equal monthly installments.

(4) From each Revenue Account to the Applicable Reserve Account in the Reserve Fund, in the manner set forth in this section, if the amount therein is less than the Reserve Fund Requirement for the Applicable Reserve Account, the lesser of the moneys available therefor or the amount required so that the balance therein shall equal the applicable Reserve Fund Requirement and any amount required to reimburse the provider of a Reserve Fund Facility used to fund the Applicable Reserve Account for a draw or payment thereunder, including any interest thereon;

(5) As directed by the Authority, (a) to the Tax-Exempt Program Expense Account from the Tax-Exempt Revenue Account; and (b) to the Taxable Program Expense Account from the Taxable Revenue Account, in each case in an amount certified to the Trustee by an Authorized Officer sufficient to provide for payment of Subordinated Program Expenses, if any, consistent with

the Annual Budget and the Loan Program Certificate to be paid from a Revenue Account to the Applicable Subordinated Program Expense Account;

(6) From each Revenue Account to the Applicable Purchase Account or applicable subaccount therein for each Series of Bonds, to the extent directed by an Authorized Officer in writing, Revenues derived from or allocable to such Category and Series of Bonds, but only during the Recycling Period for such Series of Bonds; provided that Revenues in a Revenue Account may be transferred to the Purchase Account or subaccount therein of another Category and Series of Bonds (that is, other than the Applicable Purchase Account or subaccount therein), if and to the extent that the Purchase Account or subaccount therein of such other Category and Series of Bonds has previously been drawn upon (and not replenished) pursuant to the Resolution to meet shortfalls in Revenues available in the Revenue Account in question; and

(7) To the Redemption Fund (and within such Fund to such account or sub-account as the Authority may direct in accordance with the Resolution), the remaining balance in a Revenue Account; provided that, subject to the operation of the Resolution, such amounts may be retained in each Revenue Account until the time of the final transfers to be made under this section preceding the next Interest Payment Date to the extent that an Authorized Officer certifies in writing either (i) that such Revenues are expected to be required at the time of or prior to such final transfers or (ii) that, following all other required transfers to be made prior to such next Interest Payment Date, the Authority expects pursuant to this section to authorize transfer of some or all of the retained amounts to the Authority;

In addition to the monthly transfers from each Revenue Account provided in subsection (B) of this Section above, semi-annually on the second Business Day before each Interest Payment Date on the Outstanding Bonds, the Trustee shall transfer from each Revenue Account the amounts on deposit therein as follows and in the following order of priority:

(1) With respect to Tax-Exempt Bonds, if not previously fully funded pursuant to this section, to the Rebate Fund from the Tax-Exempt Revenue Account, if and to the extent required so that the balance therein shall equal the Rebate Fund Requirement;

(2) As directed by the Authority, to the Tax-Exempt Program Expense Account from the Tax-Exempt Revenue Account; and to the Taxable Program Expense Account from the Taxable Revenue Account, in the same manner as set forth in this section, to the extent that the amounts transferred thereto from each such Revenue Account or the Applicable Capitalized Interest Account since the next preceding Interest Payment Date for Program Expenses to be paid from each Program Expense Account consistent with the Annual Budget and the Loan Program Certificate (through the end of the month in which such Interest Payment Date occurs) are less than the amounts required to be transferred thereto;

(3) To the Applicable Debt Service Account and subaccount therein of the Debt Service Fund, in the same manner set forth in this section, if and to the extent required so that the balance therein shall equal the sum of all due and unpaid interest and Principal Installments and all interest and Principal Installments to become due on such Interest Payment Date on the Senior Bonds Outstanding (in each case interest includes regular payments due or to become due on related Qualified Hedge Agreements and, for this purpose, Principal Installments includes Cumulative Sinking Fund Installments); to the Applicable Debt Service Account and subaccount therein of the Debt Service Fund, in the same manner set forth in this section, if and to the extent required so that the balance therein shall equal the sum of all due and unpaid interest and Principal Installments and all interest and Principal Installments to become due on such Interest Payment Date on the Senior

Subordinate Bonds Outstanding (in each case interest includes regular payments due or to become due on related Qualified Hedge Agreements and, for this purpose, Principal Installments includes Cumulative Sinking Fund Installments); to the Applicable Debt Service Account and subaccount therein of the Debt Service Fund, in the same manner set forth in this section, if and to the extent required so that the balance therein shall equal the sum of all due and unpaid interest and Principal Installments and all interest and Principal Installments to become due on such Interest Payment Date on the Subordinate Bonds Outstanding (in each case interest includes regular payments due or to become due on related Qualified Hedge Agreements and, for this purpose, Principal Installments includes Cumulative Sinking Fund Installments);

(4) To each Reserve Account in the Reserve Fund, in the same manner set forth in this section, if the amount therein is less than the applicable Reserve Fund Requirement, the lesser of the moneys available therefor or the amount required so that the balance therein shall equal the applicable Reserve Fund Requirement and any amount required to reimburse the provider of a Reserve Fund Facility used to fund such Reserve Account for a draw or payment thereunder, including any interest thereon;

(5) As directed by the Authority, to the Tax-Exempt Program Expense Account from the Tax-Exempt Revenue Account; and to the Taxable Program Expense Account from the Taxable Revenue Account, in the same manner as set forth in this section, to the extent that the amounts transferred thereto from each such Revenue Account since the next preceding Interest Payment Date for Subordinated Program Expenses, if any, consistent with the Annual Budget and the Loan Program Certificate (through the end of the month in which such Interest Payment Date occurs) are less than the amounts required to be transferred thereto;

(6) As directed by an Authorized Officer in writing, to the Applicable Purchase Account or subaccount therein for each Category and Series of Bonds, Revenues derived from or allocable to such Category and Series of Bonds, but only during the Recycling Period for such Category and Series of Bonds; provided that Revenues in a Revenue Account may be transferred to the Purchase Account of another Category and Series of Bonds (that is, other than the Applicable Purchase Account or subaccount therein), if and to the extent that the Purchase Account or subaccount therein of such other Category and Series of Bonds has previously been drawn upon (and not replenished) pursuant to the Resolution to meet shortfalls in Revenues available in the Revenue Account in question; and

(7) Except as otherwise provided pursuant to the Resolution, to the Redemption Fund (and within such Fund to such accounts or subaccounts as the Authority may direct in accordance with the Resolution), the remaining balance in the Tax-Exempt Revenue Account and Taxable Revenue Account, if any.

As long as no Event of Default shall have occurred and be continuing, the Trustee shall be entitled to rely on a certificate of an Authorized Officer as to the proper amounts to be deposited in the various Funds, accounts and subaccounts as required by this section. The Authority agrees to furnish the Trustee with such certificates prior to each date upon which the Trustee is required to allocate amounts from the Tax-Exempt Revenue Account and Taxable Revenue Account. The Trustee shall retain copies of such certificates while any Bonds remain Outstanding and shall also maintain appropriate records of the interest and other income earned on investment or deposit of all such amounts while held hereunder in any Fund, account or subaccount.

Unless otherwise provided in a Series Resolution, the Authority may by certificate of an Authorized Officer direct the Trustee to transfer to the Authority free and clear of the lien of the Resolution from time to

time Revenues from Education Loans acquired with the proceeds of any Series of Bonds which otherwise would be deposited to the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, pursuant to this section, provided that such certificate shall be accompanied by a Parity Ratio Equity Release Certificate; in the case of application of Tax-Exempt Revenues or redemption of Tax-Exempt Bonds, an Arbitrage Projection Certificate or a Favorable Opinion; and a certificate of an Authorized Officer certifying in writing that no payments are due and unpaid to any provider of a Qualified Hedge Agreement or any Fiduciary or account of fees, expenses, reimbursements or any other obligations.

In the event that a transfer is required to the Reserve Fund pursuant to this section, the amount necessary to replenish either Reserve Account or any subaccount therein shall be drawn first from the Taxable Revenue Account or the Tax-Exempt Revenue Account to the extent the deficiency is the result of transfers made to satisfy shortfalls in such respective accounts, and the remaining balance of any such deficiency, if any, shall be drawn first from the Applicable Revenue Account and then from the other Revenue Account.

Priority of Unscheduled Draws to Meet Required Debt Service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Tax-Exempt Subordinated Program Expenses (Section 507A)

With respect to any Series of Tax-Exempt Bonds, if, on an Interest Payment Date or, with respect to any Tax-Exempt Program Expenses or any Tax-Exempt Subordinated Program Expenses, on any date such Program Expenses are immediately due and payable after the monthly and semi-annual transfers from the Tax-Exempt Revenue Account required by the Resolution and prior to any other transfer under the Resolution, except for unscheduled draws to meet required debt service for Taxable Bonds, Taxable Program Expenses, and Taxable Subordinated Program Expenses, which shall be deemed to be contemporaneous, the amounts in the Applicable Debt Service Account are insufficient to pay the Required Debt Service coming due on such Tax-Exempt Bonds, or if the amounts on deposit in the Applicable Program Expense Account are insufficient to pay Tax-Exempt Program Expenses and Tax-Exempt Subordinated Program Expenses then immediately due and payable, such Required Debt Service, Tax-Exempt Program Expenses and Tax-Exempt Subordinated Program Expenses shall be payable from funds available in the following Funds and accounts in the following order of priority, to be funded pro-rata from among all the subaccounts in an account, based on the respective balances thereof; provided that all Required Debt Service due on Senior Tax-Exempt Bonds shall be provided for in full before any Debt Service on Senior Subordinate Tax-Exempt Bonds or Subordinate Tax-Exempt Bonds, all Required Debt Service due on Senior Subordinate Tax-Exempt Bonds shall be provided for in full before any Debt Service on Subordinate Tax-Exempt Bonds, and all Program Expenses shall be provided for in full before any Subordinated Program Expenses:

- (1) Tax-Exempt Capitalized Interest Account, but only to the extent of the interest due and payable on the Tax-Exempt Bonds and for Tax-Exempt Program Expenses subject to any limitation set forth in a Series Resolution;
- (2) Tax-Exempt Redemption Account, but only to the extent funds are held for redemption of Bonds for which the Trustee has not given notice of redemption pursuant to the Resolution;
- (3) In the case of Required Debt Service on Senior Tax-Exempt Bonds, the Tax-Exempt Debt Service Account in subaccounts allocable to Subordinate Tax-Exempt Bonds (first any amounts allocable to principal then any amounts allocable to interest, and pro rata by balance therein);

- (4) In the case of Required Debt Service on Senior Tax-Exempt Bonds, the Tax-Exempt Debt Service Account in subaccounts allocable to Senior Subordinate Tax-Exempt Bonds (first any amounts allocable to principal then any amounts allocable to interest, and pro rata by balance therein);
- (5) In the case of Required Debt Service on Senior Subordinate Tax-Exempt Bonds, the Tax-Exempt Debt Service Account in subaccounts allocable to Subordinate Tax-Exempt Bonds (first any amounts allocable to principal then any amounts allocable to interest, and pro rata by balance therein);
- (6) Taxable Revenue Account;
- (7) Taxable Redemption Account, but only to the extent funds are held for redemption of Bonds for which the Trustee has not given notice of redemption pursuant to the Resolution;
- (8) Taxable Capitalized Interest Account;
- (9) In the case of Required Debt Service on Senior Tax-Exempt Bonds, the Taxable Debt Service Account in subaccounts allocable to Subordinate Taxable Bonds;
- (10) In the case of Required Debt Service on Senior Tax-Exempt Bonds, the Taxable Debt Service Account in subaccounts allocable to Senior Subordinate Taxable Bonds;
- (11) In the case of Required Debt Service on Senior Subordinate Tax-Exempt Bonds, the Taxable Debt Service Account in subaccounts allocable to Subordinate Taxable Bonds;
- (12) Tax-Exempt Purchase Account;
- (13) Taxable Purchase Account; and
- (14) Subject to the Resolution as to Program Expenses, first the Tax-Exempt Reserve Account, then the Taxable Reserve Account;

provided that no funds shall be drawn from the account referred to in clause (12) above unless the Trustee and Authority have received a Favorable Opinion; and provided, further, that if multiple transfers are to be made pursuant to this section and/or the following section regarding unscheduled draws to meet required debt service for Taxable Bonds, Taxable Program Expenses, and Taxable Subordinated Program Expenses contemporaneously, transfers shall be made to the Applicable account first and then to the other account.

Priority of Unscheduled Draws to Meet Required Debt Service for Taxable Bonds, Taxable Program Expenses and Taxable Subordinated Program Expenses (Section 507B)

With respect to any Series of Taxable Bonds, if, on an Interest Payment Date or, with respect to any Taxable Program Expenses or Taxable Subordinated Program Expenses, on any date such Program Expenses are immediately due and payable after the monthly and semi-annual transfers from the Taxable Revenue Account required by the Resolution and prior to any other transfer hereunder except for unscheduled draws to meet required debt service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Tax-Exempt Subordinate Program Expenses, which shall be deemed to be contemporaneous, the amounts in the Applicable Debt Service Account are insufficient to pay the Required Debt Service coming due on such Taxable Bonds, or if the amounts on deposit in the Applicable Program Expense Account are

insufficient to pay Taxable Program Expenses and Taxable Subordinated Program Expenses then immediately due and payable, such Required Debt Service, Taxable Program Expenses and Taxable Subordinated Program Expenses shall be payable from funds available in the following Funds and accounts in the following order of priority, to be funded pro-rata from among all the subaccounts in an account, based on the respective balances thereof; provided that all Required Debt Service due on Senior Taxable Bonds shall be provided in full before any Debt Service on Senior Subordinate Taxable Bonds or Subordinate Taxable Bonds and all Required Debt Service due on Senior Subordinate Taxable Bonds shall be provided for in full before any Debt Service on Subordinate Taxable Bonds and all Program Expenses shall be provided for in full before any Subordinated Program Expenses:

- (1) Taxable Capitalized Interest Account;
- (2) Taxable Redemption Account, but only to the extent funds are held for redemption of Bonds for which the Trustee has not given notice of redemption pursuant to the Resolution;
- (3) In the case of Required Debt Service on Senior Taxable Bonds, the Taxable Debt Service Account in subaccounts allocable to Subordinate Taxable Bonds (first any amounts allocable to principal then any amounts allocable to interest, and pro rata by balance therein);
- (4) In the case of Required Debt Service on Senior Taxable Bonds, the Taxable Debt Service Account in subaccounts allocable to Senior Subordinate Taxable Bonds (first any amounts allocable to principal then any amounts allocable to interest, and pro rata by balance therein);
- (5) In the case of Required Debt Service on Senior Subordinate Taxable Bonds, the Taxable Debt Service Account in subaccounts allocable to Subordinate Taxable Bonds (first any amounts allocable to principal then any amounts allocable to interest, and pro rata by balance therein);
- (6) Tax-Exempt Revenue Account;
- (7) Tax-Exempt Redemption Account, but only to the extent funds are held for redemption of Bonds for which the Trustee has not given notice of redemption pursuant to the Resolution;
- (8) In the case of Required Debt Service on Senior Taxable Bonds, the Tax-Exempt Debt Service Account in subaccounts allocable to Subordinate Tax-Exempt Bonds;
- (9) In the case of Required Debt Service on Senior Taxable Bonds, the Tax-Exempt Debt Service Account in subaccounts allocable to Senior Subordinate Tax-Exempt Bonds;
- (10) In the case of Required Debt Service on Senior Subordinate Taxable Bonds, the Tax-Exempt Debt Service Account in subaccounts allocable to Subordinate Tax-Exempt Bonds;
- (11) Taxable Purchase Account;
- (12) Tax-Exempt Capitalized Interest Account;

- (13) Tax-Exempt Purchase Account; and
- (14) Subject to the Resolution as to Program Expenses, first the Taxable Reserve Account and then the Tax-Exempt Reserve Account;

provided that, no funds shall be drawn under the accounts referred to in clauses (12) or (13) above unless the Trustee and Authority have received a Favorable Opinion; and provided, further, that if multiple transfers are to be made pursuant to this section and/or the previous section regarding unscheduled draws to meet required debt service for Tax-Exempt Bonds, Tax-Exempt Program Expenses and Tax-Exempt Subordinated Program Expenses contemporaneously, transfers shall be made to the Applicable account first and then to the other account.

Additional Transfers to Meet Rebate Fund Requirement for Tax-Exempt Bonds (Section 507C)

With respect to any Series of Tax-Exempt Bonds, in addition to any transfers to the Rebate Fund pursuant to the Resolution, the Trustee will, on any Business Day on which such transfer is required under any Series Resolution, transfer from the Tax-Exempt Revenue Account to the Rebate Fund the amount necessary so that the balance in the Rebate Fund will equal the Rebate Fund Requirement.

Application of Debt Service Fund (Section 508)

The Trustee will pay out of the Debt Service Fund to the appropriate Paying Agent on a timely basis by wire transfer in immediately available funds, together with moneys if any provided from the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, in accordance with the Resolution, an amount equal to the Principal Installments of and interest on the Bonds coming due on any Interest Payment Date or redemption date. The Trustee will also pay to the provider thereof any amounts that have been transferred to the Debt Service Fund for payments due by the Authority on a Qualified Hedge Agreement on such date. The Paying Agents will apply such amounts to the payment of Principal Installments of and interest on the Bonds, on and after the due dates thereof. If on any Interest Payment Date the amount accumulated in the Debt Service Fund for the purpose specified above exceeds the amount required therefor, the Authority by written certificate of an Authorized Officer may direct the Trustee to deposit such excess in the Applicable Revenue Account. The Trustee will also pay out of the Debt Service Fund accrued interest included in the purchase price of Bonds purchased from time to time under any provisions of the Resolution.

Amounts in the Debt Service Fund with respect to any Sinking Fund Installment (together with amounts therein with respect to interest on the Bonds for which such Sinking Fund Installment was established) may, and if so directed by the Authority will, be applied by the Trustee prior to the Trustee's having given notice of redemption in connection with such Sinking Fund Installment, to the purchase of Bonds of the Series, maturity and tenor for which such Sinking Fund Installment was established, such prices not to exceed the applicable sinking fund Redemption Price plus interest on such Bonds to the first date on which such Bonds could be redeemed (or in the case of a Sinking Fund Installment due on the stated maturity date, the principal amount thereof plus interest to such date); provided that any such purchases will be arranged by the Authority. The applicable principal amount of any Bonds so purchased will be deemed to constitute part of the Debt Service Fund until such Sinking Fund Installment date for the purpose of calculating the amount of such Fund. Unless otherwise specified in the applicable Series Resolution, as soon as practicable after the 60th day preceding the due date of any such Sinking Fund Installment and on or before the 30th such day, the Trustee will proceed (by giving notice as provided in the Resolution) to call for redemption on such due date Bonds of the Series, maturity and tenor for which such Sinking Fund Installment was established (except in the case of Bonds maturing on a Sinking Fund Installment date) in such amount as will be necessary to complete the retirement of the principal amount of the Bonds of such Series, maturity and tenor as specified for such Sinking Fund Installment in accordance with the Resolution

and any applicable Series Resolution, and whether or not the balance in the Debt Service Fund is sufficient to pay all such Bonds.

In satisfaction, in whole or in part, of any amount required to be paid into the Debt Service Fund which is attributable to a Sinking Fund Installment, there may be delivered on behalf of the Authority to the Trustee Bonds of the Series, maturity and tenor entitled to such payment. All Bonds so delivered to the Trustee in satisfaction of a Sinking Fund Installment will reduce the amount thereof by the amount of the aggregate of the sinking fund Redemption Prices of such Bonds.

Notwithstanding anything to the contrary contained in this section, the Trustee will not purchase or accept Bonds in lieu of any Sinking Fund Installment following the giving of notice of redemption of the Bonds on account of which such Sinking Fund Installment was established.

All interest earned or other income derived from the investment of moneys in the Tax-Exempt Debt Service Account or Taxable Debt Service Account will be transferred by the Trustee to the Applicable Revenue Account upon receipt thereof.

Application of Reserve Fund (Section 509)

If, after making the transfers required by the Resolution, the Trustee determines that the amount on deposit and available therefor in the Applicable account or subaccount within the Debt Service Fund is insufficient to pay Required Debt Service (including any payments other than termination payments on Qualified Hedge Agreements) coming due on a Series of Bonds on the next Interest Payment Date, the Trustee shall, to the extent of the funds available therein, withdraw from the Reserve Fund consistent with the priority set forth in the Resolution for Tax-Exempt Bonds and in the Resolution for Taxable Bonds and deposit in the Applicable account or subaccount within the Debt Service Fund the amount necessary to meet the deficiency.

If, on the second to last Business Day of any month, sufficient moneys are not available in the Tax-Exempt Revenue Account or Taxable Revenue Account, as applicable, to fund required withdrawals under the Resolution for Program Expenses, the Trustee shall at the direction of an Authorized Officer apply moneys from the Reserve Fund consistent with the priority set forth in (and subject to the conditions in) the Resolution for Tax-Exempt Program Expenses and in the Resolution for Taxable Program Expenses to the extent of such deficiency; provided that such Authorized Officer shall certify that such deficiency results from delinquencies and defaults in payments on Education Loan Notes or is less than or equal to the aggregate amount of all accrued but unpaid earnings on investments held in the various Funds and accounts established under the Resolution not previously relied upon in providing such a certification.

All interest earned or other income derived from the investment of moneys in the Tax-Exempt Reserve Account or Taxable Reserve Account shall be transferred to the Applicable Revenue Account.

If on any Interest Payment Date the balance in a Reserve Account shall exceed the applicable Reserve Fund Requirement, after consideration of any amounts owed to the provider of any Reserve Fund Facility, the Trustee shall, at the direction of the Authority in its discretion, reduce the stated amount of any Reserve Fund Facility or transfer any moneys in such Reserve Account to the extent of such excess as set forth in this section. Any such excess moneys shall be attributed, first, to moneys other than Bond proceeds as the Authority may determine and then to Bond proceeds previously deposited in such Reserve Account. Excess moneys shall be transferred to the Applicable Redemption Account or to such other Applicable Account as directed by the Authority; provided however, that an amount equal to the excess moneys may instead be transferred during any Recycling Period at the direction of the Authority to the Applicable

Purchase Account and, if Tax-Exempt Bond proceeds are involved, a direction to transfer to other than the Applicable Redemption Account shall be subject to receipt of a Favorable Opinion by the Trustee.

Notwithstanding the foregoing, at the direction of the Authority in its discretion, any excess moneys in the Reserve Fund, together with any amounts transferred to the Reserve Fund pursuant to the Resolution, shall be applied to substitute for, or reduce the face amount of, any Reserve Fund Facility selected by the Authority in accordance with the terms of the applicable governing instrument.

In the event that a portion of a Reserve Fund Requirement has been funded by a Reserve Fund Facility and a withdrawal from a Reserve Account is required for any reason under the Resolution, notwithstanding any provisions of the Resolution to the contrary, the Trustee shall draw upon sources used to fund the Reserve Account in the following order: (i) proceeds of Bonds, (ii) contributions of moneys from the Authority, and (iii) amounts available under a Reserve Fund Facility (and in the case of (i) and (ii), pro-rata in accordance with the amount of such sources available in any subaccount within the Reserve Account). Amounts transferred to a Reserve Account pursuant to the Resolution shall be applied first to reimburse, pro-rata on the basis of unreimbursed draw or payment, the providers of Reserve Fund Facilities for draws or payments thereunder (and shall be applied by the Trustee for such reimbursement in accordance with the terms of the applicable governing instrument without further direction), then to satisfy the Reserve Fund Requirement, and finally to pay, pro-rata, any interest due to providers of Reserve Fund Facilities on account of draws or payments made thereunder. Prior to transferring amounts in excess of the Reserve Fund Requirement pursuant to this section, the Authority shall determine whether any amount is owed to the provider of a Reserve Fund Facility and, if amounts are owed to the provider of a Reserve Fund Facility, shall not make any such transfer pursuant to this section.

Draw on Reserve Fund Facility Prior to Expiration (Section 509A)

In the event a Reserve Fund Facility has been used to fund all or a portion of the Reserve Fund Requirement and such Reserve Fund Facility is about to expire by its terms and may be drawn upon prior to expiration, unless a substitute Reserve Fund Facility has been delivered, two Business Days prior to the stated expiration date of such Reserve Fund Facility the Trustee will draw upon such Reserve Fund Facility in an amount necessary, along with other available amounts in the Reserve Account, to ensure that the Reserve Fund Requirement is satisfied after the expiration of such Reserve Fund Facility.

Application of Program Expense Fund (Section 510)

The Trustee shall pay, or reimburse the Authority for, Tax-Exempt Program Expenses and Taxable Program Expenses from time to time from the Applicable Program Expense Account upon receipt of a requisition signed by an Authorized Officer of the Authority stating the amount, purpose and payee for each such payment and certifying that such Program Expenses are in accordance with the Annual Budget or authorized under a Series Resolution and not inconsistent on a cumulative basis with the amounts set forth in the Loan Program Certificate and in the case of Authority Expenses, that such Authority Expenses are reasonable and proper. Upon written instruction of the Authority, the Trustee shall pay out of the Applicable Program Expense Account any fees, charges and termination payments related to Qualified Hedge Agreements. If at any time funds on deposit in a Program Expense Account are insufficient to pay the aggregate of applicable fees, premiums or other amounts due from the Authority to any Fiduciary and the Servicer and any Authority Expenses requisitioned by the Authority, the Trustee at that time shall draw the amount of the deficiency as set forth in the Resolution (in the absence of direction by the Authority allocating between Tax-Exempt Program Expenses and Taxable Program Expenses on the basis of relative par amount of Tax-Exempt Bonds and Taxable Bonds Outstanding). The Trustee shall pay from available funds on deposit in a Program Expense Account on a pro-rata basis, to each Fiduciary and the Servicer all amounts due and unpaid thereto prior to making any payment to the Authority with respect to the Authority

Expenses. If, as of any July 1, the Authority shall certify that there are any surplus funds in the Tax-Exempt Program Expense Account or Taxable Program Expense Account, as applicable, the Trustee shall at the direction of the Authority in its discretion transfer such surplus to the Applicable Revenue Account.

Upon the issuance of any Series of Bonds, the Series Resolution authorizing such Series of Bonds may, but shall not be required to, establish a separate Subordinated Program Expense Subaccount within the Applicable Program Expense Account for such Series, and provide for the deposit into such Subordinated Program Expense Subaccount of a portion of proceeds of such Series of Bonds or of Revenues from the Applicable Revenue Account in accordance with the Resolution. The Trustee will pay or reimburse the Authority for Subordinated Program Expenses from time to time from the Subordinated Program Expense Subaccount or Subaccounts upon receipt of an appropriate requisition signed by an Authorized Officer of the Authority certifying that such expenses are reasonable and proper.

Application of Redemption Fund (Section 511)

The Trustee will apply funds deposited in the Tax-Exempt Redemption Account and Taxable Redemption Account, as applicable, to the payment of the Redemption Price of Bonds called for redemption from time to time in accordance with the provisions of the applicable Series Resolution, as directed by an Authorized Officer in writing, all in accordance with the timing, notice and selection provisions set forth in the applicable Series Resolution and the Resolution and the allocation and priority set forth in the Resolution. Funds for the interest due on such Bonds on the redemption date shall be drawn from the Applicable Debt Service Account.

If after making the transfers required by the Resolution the Trustee determines that the amount on deposit and available therefor in a Debt Service Account is insufficient to pay the Required Debt Service coming due on the Bonds on the next Interest Payment Date, the Trustee shall withdraw and deposit in such Debt Service Account the amount necessary to meet the deficiency from the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, consistent with the priority set forth in Section the Resolution or Tax-Exempt Bonds and for Taxable Bonds, other than moneys in the Redemption Fund held therein for the payment of the Redemption Price of and interest on Bonds for which the required notice of redemption shall have already been given or held for payment of Bonds within the meaning under the Resolution or moneys already committed to the purchase of Bonds in accordance with provisions of the Resolution. If, after making the transfers required by the Resolution, the Trustee determines that the amount on deposit and available therefor in a Program Expense Account is insufficient to pay the expenses immediately due and payable therefrom, the Trustee shall withdraw from the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, and deposit such Program Expense Account, an amount necessary to meet the deficiency consistent with the priority set forth in the Resolution for Tax-Exempt Program Expenses, Tax-Exempt Subordinated Program Expenses, Taxable Program Expenses, and Taxable Subordinated Program Expenses, other than moneys in the Redemption Fund held therein for the payment of the Redemption Price of and interest on Bonds for which the required notice of redemption shall have already been given or held for the payment of Bonds within the meaning under the Resolution or moneys already committed to the purchase of Bonds in accordance with provisions of the Resolution.

Except as provided in this section, all moneys transferred to the Redemption Fund shall be applied to effect a redemption of Bonds or to the purchase in lieu of redemption of Bonds in the manner provided in this Section or in a Series Resolution. The Redemption Price of Bonds subject to redemption shall be the price set forth in the applicable Series Resolution (as certified by the Authority to the Trustee). As provided in this section, the Trustee shall withdraw from the Applicable Debt Service Account the amount, if any, equal to the interest accrued on Bonds to be redeemed or purchased pursuant to this section at the time of such purchase or redemption.

All moneys transferred to the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, not required to be applied to a special or Sinking Fund Installment redemption shall, except as provided in this section, be applied to the purchase in lieu of redemption and retirement or to the optional redemption of Bonds with the applicable interest rate characteristics to the extent any such Bonds are Outstanding, on the terms provided in the applicable Series Resolution (including payment of any applicable premium) in the case of optional redemption and then as contemplated by the Resolution.

Upon receipt of the certificate of an Authorized Officer referred to in this section, the Trustee if so directed by the Authority, shall apply moneys in the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, to the purchase in lieu of redemption and retirement of Bonds designated in such certificate, such price not to exceed the Redemption Price of such Bonds applicable on the next Interest Payment Date and the purchase to be consistent with the allocation and priority set forth in Article V hereof as to redemptions of Bonds. Following the giving of notice of redemption of the Bonds to be redeemed on account of moneys in the applicable account, however, Bonds shall not be purchased pursuant to this section from such moneys.

Except as otherwise provided in the applicable Series Resolution, any Bonds to be purchased in lieu of redemption and retired or to be redeemed other than by special or Sinking Fund Installment redemption from moneys in the Tax-Exempt Redemption Account or Taxable Redemption Account, as applicable, shall be so purchased or redeemed by the Trustee only upon receipt by the Trustee of a certificate of an Authorized Officer determining or certifying the following:

- (1) The Series and maturities and other identifying characteristics of the Bonds are to be purchased or redeemed (which shall be Bonds with the same interest rate characteristics as the applicable Redemption Account to the extent any such Bonds are Outstanding);
- (2) The aggregate principal amount of such Bonds to be purchased or redeemed;
- (3) If any of the Bonds to be purchased or redeemed as designated in clauses (1) and (2) hereinabove are Bonds for which Sinking Fund Installments have been established, the years in which Sinking Fund Installments are to be reduced and the amount by which the Sinking Fund Installments so determined are to be reduced, which shall in all cases be consistent with the manner in which Sinking Fund Installments are to be credited in the case of optional redemption as set forth in the applicable Series Resolution, provided that the aggregate of such reductions in Sinking Fund Installments shall equal the aggregate principal amount of the Bonds to be purchased or redeemed; and
- (4) If Bonds are to be purchased, which Bonds the Authority has arranged to purchase and the manner and timing of such purchase.

Except as otherwise provided in the applicable Series Resolution, prior to the date on which the Trustee gives notice under the Resolution with respect to any optional redemption of Bonds, or purchase of Bonds with moneys not required to be applied to a special or Sinking Fund Installment redemption, from the Redemption Fund in accordance with this Section, the Authority shall, in addition to the requirements of this section, file with the Trustee a certificate of an Authorized Officer setting forth a Favorable Projection of Revenues or, if the Authority is not able to, a certificate to the effect that in the judgment of the Authority such purchase or redemption will produce the greatest estimated availability of Revenues in relation to the amount of such Required Debt Service, Program Expenses and Subordinated Program Expenses in each Bond Year for the greatest number of Bond Years. If no such Favorable Projection of Revenues or certificate is filed, in the case of optional redemptions, or purchases of Tax-Exempt Bonds or Taxable Bonds in lieu of optional redemption, from the Tax-Exempt Redemption Account or Taxable Redemption

Account, as applicable, unless otherwise specified in the applicable Series Resolution, the Trustee shall redeem Bonds of each Category, Series, Subseries, maturity and tenor, as nearly as practicable, in accordance with the ratio which the aggregate principal amount of the Outstanding Bonds of such Category, Series, Subseries, maturity and tenor bears to the aggregate principal amount of all Outstanding Bonds eligible for such redemption, and if any of the Bonds to be purchased or redeemed are Bonds for which Sinking Fund Installments have been established, shall reduce the Sinking Fund Installments for such Bonds, as nearly as practicable, in accordance with the ratio which the aggregate principal amount of each Sinking Fund Installment bears to the aggregate principal amount of such Bonds; provided that the optional redemption of Senior Subordinate Bonds so long as any Senior Bonds are Outstanding, or of Subordinate Bonds so long as any Senior Subordinate Bonds or Senior Subordinate Bonds are Outstanding, shall be subject to submission of a Parity Ratio Senior Subordinate Principal Reduction Certificate or a Parity Ratio Subordinate Principal Reduction Certificate, as applicable, taking such redemption into consideration.

Interest or other income derived from the investment or deposit of moneys in the Tax-Exempt Redemption Account or Taxable Redemption Account shall be transferred by the Trustee to the Applicable Revenue Account upon receipt thereof

Application of Excess Revenues to Redemption of Bonds (Section 512)

Tax-Exempt Excess Revenues. Subject to provisions of a Series Resolution to the contrary with respect to Series authorized by such Series Resolution, Tax-Exempt Excess Revenues shall be applied to redeem Bonds Subject to Redemption from Tax-Exempt Excess Revenues in the following manner and priority (whether such redemption occurs on a mandatory or optional basis); provided that, except as approved by a Favorable Opinion, clause (4) shall only apply if no Tax-Exempt Bonds remain Outstanding:

(1) Any Senior Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues on a priority basis pursuant to the most current Series Resolution, sequentially by date of issuance of such Tax-Exempt Bonds and, in the case of multiple such Tax-Exempt Bonds of the same date of issuance, sequentially by final stated maturity date of such Tax-Exempt Bonds;

(2) Unless otherwise directed by the Authority pursuant to clause (3), first to all Senior Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues, on other than a priority basis as referred to in clause (1), so long as any such Senior Tax-Exempt Bonds are Outstanding, then to Senior Subordinate Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues so long as any such Senior Subordinate Tax-Exempt Bonds are Outstanding, and then to Subordinate Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues, in each case pro-rata by principal amount of each maturity of like tenor Outstanding, without regard to date of issuance (or in such manner as directed by the Authority consistent with a Favorable Projection of Revenues);

(3) Subject to submission of a Parity Ratio Senior Subordinate Principal Reduction Certificate or a Parity Ratio Subordinate Principal Reduction Certificate, as applicable, and Favorable Projection of Revenues taking such redemption into consideration, to any Senior Subordinate Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues or any Subordinate Tax-Exempt Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues in such manner as directed by the Authority consistent with such Favorable Projection of Revenues; and

(4) All Taxable Bonds which are Bonds Subject to Redemption from Tax-Exempt Excess Revenues as set forth in clauses (1) through (3) of this section with respect to Taxable Excess Revenues.

Taxable Excess Revenues. Subject to provisions of a Series Resolution to the contrary with respect to Series authorized by such Series Resolution, Taxable Excess Revenues shall be applied to redeem Bonds Subject to Redemption from Taxable Excess Revenues in the following manner and priority (whether such redemption occurs on a mandatory or optional basis); provided that, except as approved by a Favorable Opinion, clause (4) shall only apply if no Taxable Bonds remain Outstanding:

(1) All Senior Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues on a priority basis pursuant to the most current Series Resolution, sequentially by date of issuance of such Taxable Bonds and, in the case of multiple such Taxable Bonds of the same date of issuance, sequentially by final stated maturity date of such Taxable Bonds;

(2) Unless otherwise directed by the Authority pursuant to clause (3), first to all Senior Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues, on other than a priority basis as set forth in clause (1), so long as any such Senior Taxable Bonds are Outstanding, then to Senior Subordinate Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues so long as any such Senior Subordinate Taxable Bonds are Outstanding, and then to Subordinate Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues, in each case pro-rata by principal amount of each maturity of like tenor Outstanding, without regard to date of issuance (or in such other manner as directed by the Authority consistent with a Favorable Projection of Revenues);

(3) Subject to submission of a Parity Ratio Senior Subordinate Principal Reduction Certificate or a Parity Ratio Subordinate Principal Reduction Certificate, as applicable, and a Favorable Projection of Revenues taking such redemption into consideration, to any Senior Subordinate Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues or any Subordinate Taxable Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues in such manner as directed by the Authority consistent with such Favorable Projection of Revenues; and

(4) All Tax-Exempt Bonds which are Bonds Subject to Redemption from Taxable Excess Revenues as set forth in clauses (1) through (3) of this section with respect to Tax-Exempt Excess Revenues.

Application of the Rebate Fund (Section 513)

Upon the issuance of any Series of Bonds subject to the Rebate Fund Requirement, the Trustee will establish a separate Rebate Account within the Rebate Fund for such Series. Funds on deposit in the Rebate Fund will be applied as set forth in the applicable Series Resolution. Unless otherwise specified in the applicable Series Resolution, interest or other income derived from the investment or deposit of moneys in the Rebate Fund will be retained therein.

Application of Certain Funds to Redeem Bonds (Section 514)

Pursuant to the Resolution, if amounts on deposit in the Revenue Fund, the Redemption Fund, the Reserve Fund and the Debt Service Fund applicable to a particular Series of Bonds, in each case in excess of the amounts required to be on deposit therein after any transfer required under the Resolution and allowing for the redemption as contemplated by this section, all as certified by an Authorized Officer, are sufficient to

redeem all Bonds Outstanding of such Series, such excess amounts, upon the written instruction in the Authority's discretion of an Authorized Officer to the Trustee, will be deposited in the Applicable Redemption Account and applied to the optional redemption or purchase in lieu of optional redemption and retirement of Bonds of such Series as provided in the Resolution; provided, that such use is conditioned upon the filing of a Favorable Projection of Revenues and, provided further, that no redemption or purchase will be so made from the Reserve Fund unless the Reserve Fund Requirement will be satisfied immediately after such redemption or purchase.

Investments and Deposits (Section 516)

Subject to the Series Resolution for any Series of Bonds, and except as otherwise provided in the Resolution, moneys held for the credit of any Fund or Account under the Resolution will, to the fullest extent practicable, be invested, either alone or jointly with moneys in any other Fund or Account, by the Trustee at the direction of an Authorized Officer in Investment Obligations which will mature or be redeemable at par at the option of the holder thereof on such dates and in such amounts as may be necessary to provide moneys to meet the payments required to be made from such Funds and Accounts; provided that if moneys in two or more Funds or Accounts are commingled for purposes of investment, the Trustee will be permitted to make interfund or interaccount transfers in kind, so long as any payments required to be made from such Funds and Accounts are so paid when due, and will maintain appropriate records of the Investment Obligations or portions thereof held for the credit of each such Fund or Account. Investment Obligations purchased as an investment of moneys in any Fund or Account will be deemed at all times to be part of such Fund or Account until transferred as provided in the Resolution. Except as otherwise provided or permitted in the Resolution with respect to the Tax-Exempt Purchase Account or the Taxable Purchase Account, as applicable, and the Rebate Fund or in a Series Resolution authorizing issuance of a Series of Bonds, with respect to interest and other income allocable to such Series, interest and other income derived from the investment or deposit of moneys in any Fund or Account will be transferred upon receipt thereof to the Tax-Exempt Revenue Account, or Taxable Revenue Account, as applicable. Interest or other income derived from the investment or deposit of moneys in the Purchase Account for a Series of Bonds will be transferred as provided in the Resolution and the applicable Series Resolution (provided that the proceeds of any sale or disposition of Education Loans shall be deposited as set forth in the Resolution.) Interest or other income derived from the investment or deposit of moneys in the Rebate Fund will be retained therein unless otherwise specified in the applicable Series Resolution. In making investments hereunder, the Trustee will be protected in relying on the written directions of an Authorized Officer and will have no duty to determine whether or not any such investments constitute Investment Obligations.

Subject to the Series Resolution for any Series of Bonds, in computing the amount in any Fund or Account held by the Trustee under the provisions of the Resolution, Investment Obligations will be valued at the amortized cost or market price thereof, whichever is lower, except that the Reserve Fund investments will be valued at amortized cost. As used herein the term "amortized cost," when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (i) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (ii) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price. Furthermore, as and when amounts are received by the Trustee as investment earnings on obligations purchased at a premium as aforesaid, or on account of accrued interest paid as part of the purchase price, an amount of such earnings corresponding to the product described in clause (i) of the preceding sentence and the amount of such accrued interest will be deemed to be return of principal to be retained in the applicable Fund or Account to which such obligation relates rather than investment income to be deposited in the Tax-Exempt Revenue Account, or Taxable Revenue Account, as applicable. Unless otherwise specified in the

Resolution or in any applicable Series Resolution, the Reserve Fund will be valued by the Trustee on the second Business Day preceding each Interest Payment Date on Fixed Rate Bonds.

The Trustee will sell, or present for redemption, upon the written direction of an Authorized Officer, any obligation purchased by it as an investment whenever it will be necessary in order to provide moneys to meet any payment or transfer (other than inter-fund or intra-fund transfers) from the Fund or Account for which such investment was made. The Trustee will not be liable or responsible for any loss resulting from any such sale or redemption. The Trustee will advise the Authority in writing, on or before the tenth day of each calendar month, of the details of all cash and investments held for the credit of, and transactions in, each Fund and Account in its custody under the provisions of the Resolution as of the end of the preceding month, provided that the Trustee will not be liable for the failure to do so.

Amounts on deposit in the Funds and Accounts established under the Resolution relating to a particular Series of Tax-Exempt Bonds will be invested at a yield no greater than the yield on such Series of Bonds to the extent required by the applicable Series Resolution. The Trustee may establish separate accounts or subaccounts for such purposes and will keep separate records of the investment activities thereof.

Reserve Fund Facility (Section 517)

Pursuant to the Resolution and to the Series Resolution for any Series of Bonds, the Reserve Fund Requirement may be funded in whole or in part with a Reserve Fund Facility. Any provider of a Reserve Fund Facility with respect to any portion of the Reserve Fund Requirement must be rated at least "A" or better by each National Recognized Rating Agency at the time of the issuance of the Reserve Fund Facility. Funds on deposit in the Reserve Fund in excess of the applicable Reserve Fund Requirement after the deposit with the Trustee of such Reserve Fund Facility will be transferred in accordance with the terms of the Resolution.

Recycling of Revenues (Section 518)

During the applicable Recycling Period for each Series of Bonds, Education Loan Payments and other Revenues available for such purpose may be transferred to the Applicable Purchase Account or another Purchase Account for application to the Purchase of additional Education Loan Notes in accordance with the Resolution, subject to any limitation in the Loan Program Certificate.

Issuance of Additional Obligations (Section 603)

Except as permitted in the Resolution, the Authority will not create or permit the creation of or issue any obligations or create any additional indebtedness which will be secured by a charge and lien on the Revenues, Education Loan Notes and other property pledged hereunder, so long as the same are so pledged, or which will be payable from any of the Funds or Accounts established and created by or pursuant to the Resolution, unless such obligations or indebtedness satisfy the conditions set forth in the Resolution, treating such obligations or indebtedness as a Series of Bonds for such purpose only.

The Authority expressly reserves the right to adopt one or more other bond resolutions or similar instruments and reserves the right to issue other obligations so long as the same are not a charge or lien prohibited by the preceding paragraph of this section.

Program Covenants (Section 604)

The Authority will from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act and with the provisions of the Resolution, make a good faith effort to solicit demand from potential Borrowers and originators for the Purchase of Education Loans by the Authority and to use and apply the proceeds of the Bonds, to the extent not reasonably required for other Program purposes of the Authority, to Purchase Education Loans, and will do all such acts and things necessary to receive and collect Revenues and will diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Authority for the enforcement of all terms, covenants and conditions of Education Loan Notes. Subject to the limits set forth in the Loan Program Certificate and the Resolution, the Authority will determine the terms and conditions of all Education Loans.

Education Loan Notes Purchased with the proceeds of Bonds and any other moneys available therefor hereunder will have scheduled payments of principal and interest or other legally enforceable payments available for payment of Principal Installments of and interest on the Bonds which, together with other moneys reasonably anticipated to be available therefor, will be at least sufficient to pay the Principal Installments of and interest on the Bonds when due and all reasonably anticipated Program Expenses and Subordinated Program Expenses. The Authority will not Purchase Education Loan Notes with interest rates lower than those projected with respect to such Education Loan Notes in any Favorable Projection of Revenues previously filed by the Authority pursuant to the Resolution or set forth in a Loan Program Certificate unless the Authority files a Favorable Projection of Revenues taking into account such reduced interest rates.

The Authority covenants to apply any Revenues or other moneys derived by it from Education Loan Notes and held under the Resolution allocable to a particular Series of Bonds after no Bonds of such Series remain Outstanding in accordance with any covenant contained therein or in the applicable Series Resolution.

Covenants as to Education Loans (Section 605)

No Education Loan will be Purchased by the Authority from the proceeds of Bonds or other moneys available therefor hereunder, unless the Education Loans and the terms and conditions of Purchase comply with the Resolution, the applicable Series Resolution, the Loan Program Certificate, applicable state and federal laws and, insofar as applicable, the Servicing Guidelines and the Origination Guidelines.

No Education Loan will be Purchased by the Authority unless: (1) an Education Loan Note will have been executed by the Borrower to evidence the Education Loan; (2) the Education Loan is a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms and conditions and free from any right of set-off, counter-claim or other claim, defense or security interest; (3) the Education Loan constitutes an Education Loan within the meaning of the Resolution and the Act; and (4) such Education Loan is made to a Borrower who meets, if applicable, the credit requirements established by the Authority as specified in the Servicing Guidelines and the Origination Guidelines.

The Authority will exercise its best efforts to maintain in effect at any time that Bonds are Outstanding under the Resolution a Servicing Agreement or Agreements with one or more Servicers evidencing, in the judgment of the Authority, the capability and experience necessary to service adequately Education Loans, which contract or contracts will provide for the proper servicing of all Education Loans and the enforcement of the payment and collection of all Education Loan Payments; provided, however, that the Authority reserves the right to elect at any time to perform all or a portion of

the functions of such Servicers for reasonable compensation (not to exceed the amounts permitted under the Loan Program Certificate). In the event the Authority elects to perform all or a portion of the functions of the Servicer, the Authority agrees to abide by applicable current industry standards with respect to its practices as Servicer. During any period in which there is no Servicing Agreement in effect with a Servicer for all or a portion of the functions necessary to service Education Loans adequately, the Authority will perform such functions for reasonable compensation (not to exceed the amounts permitted under the Loan Program Certificate). Each such Servicer (other than the Authority) will enter into a Servicing Agreement providing, among other things, that:

(1) all Revenues received by such Servicer and required to be remitted to the Authority by the terms of any agreement with it will be deposited promptly with a Fiduciary subject to and in accordance with the provisions of the Resolution;

(2) such Servicer will at all times remain qualified to act as such pursuant to such standards as the Authority will prescribe from time to time and will determine to be reasonable to maintain the security for the Bonds;

(3) such Servicer will agree to maintain servicing facilities that are staffed with trained personnel to service adequately Education Loans in accordance with standards normally employed by private professional loan servicers, as determined in the Authority's sole discretion, and will maintain individual files for Education Loans serviced pursuant to the Servicing Agreement and provide regular reports to the Authority as to collections and delinquencies with respect to all Education Loans serviced by such Servicer;

(4) any Education Loan Notes pledged by the Authority to the Trustee under the Resolution and held by such Servicer pursuant to a Servicing Agreement will be held by such Servicer as agent for the Trustee, subject to the rights of the Authority under the Resolution and under such agreement, and the Trustee will be authorized to designate the Servicer as its agent by a UCC filing or such other manner as the Trustee may determine;

(5) any Education Loan Notes held by such Servicer upon the termination of a Servicing Agreement will be delivered by such Servicer to the Trustee, or, upon direction of the Authority, to a successor Servicer that will hold such Education Loan Notes as agent for the Trustee, subject to the rights of the Authority under the Resolution and under the applicable Servicing Agreement, and the Trustee will be authorized to designate the successor Servicer as its agent by a UCC filing or such other manner as the Trustee may determine;

(6) with respect to any period in which a Series of Bonds is Outstanding, such other provisions as may be set forth in the applicable Series Resolution with respect to the Servicer.

The Authority will not terminate a Servicing Agreement with any Servicer unless the Authority will have entered into a replacement Servicing Agreement complying with the requirements of the Resolution with one or more successor Servicers and such successor Servicers and such successor or successors will have assumed the responsibilities and obligations of the Servicer under such Servicing Agreement or the Authority will have elected to assume any of the responsibilities and obligations of the Servicer not so assumed by a successor. Each Servicing Agreement will, in addition to the provisions specified in this section, contain provisions precluding the Servicer from resigning or otherwise terminating the Servicing Agreement unless the Authority will have defaulted on its obligations thereunder or the Servicing Agreement will have expired under its terms. The execution and delivery of a Servicing Agreement for Education Loans with a third-party Servicer with terms and conditions materially different than the Servicing Agreement in effect on the date of adoption of the Resolution, or

the execution and delivery of a Servicing Agreement with any additional third-party Servicer that will be in effect concurrently with any other Servicing Agreement, will be subject to Prior Rating Agency Notice.

The Authority will diligently enforce and take all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and conditions of all Education Loans including the prompt payment of all Revenues and all other amounts due the Authority with respect to Education Loans. The Authority will at all times, to the extent permitted by law, defend, enforce, preserve and protect the rights and privileges of the Authority and the Bondholders under or with respect to each Education Loan provided that the Authority will have the power and authority to settle a default on any Education Loan on such terms as the Authority will determine to be in the best interest of the Authority and the Bondholders and to forbear from taking action with respect to enforcement of an Education Loan if it determines such forbearance to be in the best interests of the Authority and the Bondholders.

Whenever it will be necessary in order to protect and enforce the rights of the Authority under an Education Loan and to protect and enforce the rights and interest of Bondholders under the Resolution, the Authority will take steps necessary to enforce any policy or certificate of insurance or guaranty relating to an Education Loan and to accelerate the Education Loan.

The Authority may dispose of Defaulted Education Loans in such manner and upon such terms and for such price or prices as it may determine, provided that it certifies to the Trustee that the disposition of such Loans in the manner, upon the terms and for the price or prices proposed is consistent with the most recently filed Favorable Projection of Revenues or will produce the greatest available amount of Revenues in relation to the amount of Required Debt Service, Program Expenses, and Subordinated Program Expenses in each Bond Year for the greatest number of Bond Years. The proceeds of such disposition will be deposited in the Applicable Revenue Account (and subaccount therein), determined by the extent to which the Defaulted Education Loans are allocable to Tax-Exempt Bonds or Taxable Bonds.

Subject to the Series Resolution for any Series of Bonds, the Authority may dispose of any Education Loans which are not Defaulted provided that (i) an Authorized Officer will have filed with the Trustee on or prior to the date of disposition a Favorable Projection of Revenues; (ii) to the extent the Education Loans are financed from proceeds of (or otherwise allocable to) Tax-Exempt Bonds, a Favorable Opinion and an Arbitrage Projection Certificate; (iii) proceeds of any such disposition of Education Loans shall be deposited in the Tax-Exempt Redemption Account or the Taxable Redemption Account, as applicable, on the basis of whether the Education Loans are allocable to Tax-Exempt Bonds or Taxable Bonds and applied to the redemption or purchase in lieu of redemption of Bonds of the applicable Category, all in accordance with the Resolution (provided, however, that if no Tax-Exempt Bonds are then Outstanding, any deposit would otherwise be made to the Tax-Exempt Redemption Account shall instead be made to the Taxable Redemption Account, and if no Taxable Bonds are Outstanding, any such deposit that would otherwise be made to the Taxable Redemption Account shall instead be made to the Tax-Exempt Redemption Account); and, unless all Bonds will be paid or defeased as a result of such disposition; (iv) if such disposition is for a price of less than par plus accrued interest, or if the aggregate outstanding principal amount to be sold or transferred, along with all previous sales or transfers, exceeds ten percent of the aggregate original principal amount or, if applicable, accreted value of all Education Loans originated prior to that date, the Authority will provide Prior Rating Agency Notice. For the purposes of allocating proceeds of a disposition of Education Loans to redemption of Bonds among Senior, Senior Subordinate and Subordinate Bonds of a particular Category, the terms and conditions set forth in the Resolution shall apply among Tax-Exempt Bonds and among Taxable Bonds.

Upon receipt of a certificate of an Authorized Officer to the effect that a determination to make a disposition has been made with respect to specified Education Loans, the Trustee will deliver to the

Authority or, in the case of Education Loans held in the custody of a Servicer or other entity, the Authority will cause the Servicer or other entity then holding Education Loan Notes, as applicable, to deliver to the order of the Authority the Education Loan Notes relating to such Education Loans.

If an Event of Default has occurred and is continuing, upon the written direction of the Trustee, the Authority will sell Education Loans (whether Defaulted or not) to the extent and in the manner directed by the Trustee.

The Authority may consent or agree to permit amendment or modification of any Education Loan including amendments and modifications made in connection with settlement of any delinquency or default on any Education Loan which settlement the Authority determines to be in the best interests of the Authority and the Bondholders; provided, however, that any amendment or modification will be permitted only if the amended Education Loan meets the Authority's applicable eligibility criteria for an Education Loan which the Authority may Purchase and the Authority determines that such modification will not have a material adverse impact, taking into account the reasonable expectations with respect to the Education Loan in question immediately prior to such modification, on the Authority's ability to pay Required Debt Service when due and Program Expenses and Subordinated Program Expenses in the current and each subsequent Bond Year.

Projection of Revenues (Section 606)

The Authority will file a Projection of Revenues with the Trustee at such times as are required by the Resolution or any Series Resolution. The Authority will provide a copy of each Projection of Revenues filed with the Trustee and to each Nationally Recognized Rating Agency.

A Projection of Revenues will consist of a certificate of an Authorized Officer setting forth for the current and each succeeding Bond Year in which Bonds are scheduled to be Outstanding, the Authority's estimate of:

- (1) The Revenues expected to be received on all Education Loans Purchased or expected to be Purchased with funds on deposit in or expected to be deposited in the Program Fund;
- (2) All other Revenues, including the interest to be earned and other income to be derived from the Program and the rates or yields used in estimating such amounts; provided that in estimating the interest and other income to be derived from the investment of any moneys held or projected to be held under the Resolution (other than investments in Education Loans), the Projection of Revenues will only assume (a) the actual rates or yields on moneys under investment (or under contract for investment) at the time of filing of such Projection of Revenues to the maturity dates of such investments (or, if earlier, the first date on which such investments are redeemable at the option of the issuer thereof) or (b) if such moneys are not then under investment (or contract for investment), and following the maturity or redemption of any current investment, the Three Month Treasury Bill Yield in effect as of the date of filing of such Projection of Revenues, in either case not to exceed the applicable adjusted bond yield;
- (3) The amounts, if any, expected to be withdrawn from the Reserve Fund;
- (4) Other funds expected to be available for and applied to the payment of Debt Service, Program Expenses, and Subordinated Program Expenses;
- (5) The Debt Service for the current and each succeeding Bond Year reflecting separately Cumulative Sinking Fund Installments, Required Debt Service and total Debt Service

and, in the event any Bonds are subject to a Qualified Hedge Agreement, the anticipated effect of such Qualified Hedge Agreement;

(6) The Program Expenses and Subordinated Program Expenses based upon the Authority's previous experience and reasonable expectations; and

(7) The deposits to the Rebate Fund expected to become due during each such year.

In preparing any Projection of Revenues filed after the one supporting the initial issuance of Bonds, the Authority will use the assumptions reflected in the Favorable Projection of Revenues most recently filed pursuant to the Resolution, which assumptions will be modified to take into account its prior experience with respect to prepayments of and defaults and recoveries on Education Loans and with respect to the anticipated schedule of loan origination and any other relevant factors. Every Projection of Revenues will set forth in reasonable detail the relevant financial and other assumptions on which it is based. During such period as any Series of Bonds is Outstanding, any Projection of Revenues affecting such Series of Bonds will incorporate any additional assumptions or requirements set forth in the Series Resolution applicable to such Series of Bonds. In preparing any Projection of Revenues, the Authority will use the assumptions and criteria set forth in the Loan Program Certificate.

Whenever a Projection of Revenues is required to be filed with any person pursuant to the Resolution, it will be sufficient, if a Projection of Revenues has been filed within the preceding twelve months, to file a certificate of an Authorized Officer stating that (1) the expectations and assumptions reflected in the most recent Projection of Revenues filed with such person have not materially changed and (2) either the transaction then being requested was expected and reflected in all material respects in such Projection of Revenues or the transaction then being requested will not materially change the expectations and assumptions reflected in such Projection of Revenues, provided, however, that a new Favorable Projection of Revenues always will be required in satisfaction of the requirements set forth in the Resolution as they relates to Education Loans that are not Defaulted.

Bonds will not be redeemed at the option of the Authority pursuant to the provisions of the applicable Series Resolution at a redemption price in excess of 100% of the principal amount of such Bonds being redeemed unless the Authority has filed a Favorable Projection of Revenues giving effect to such redemption.

Representations and Warranties as to Power to Issue Bonds and Pledge Revenues and Other Funds (Section 607)

The Authority is duly authorized under all applicable laws to create and issue the Bonds and to adopt the Resolution and to pledge the Trust Assets and other moneys purported to be pledged by the Resolution in the manner and to the extent provided in the Resolution. The Authority owns, or will own, and has, or will have, good and marketable title to the Trust Assets. The Trust Assets so pledged are, and will be, free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto other than the pledge created by the Resolution. Other than the security interest granted to the Trustee pursuant to this Resolution, the Authority has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Trust Assets. The Authority has not authorized the filing of and is not aware of any financing statements against the Authority that include a description of collateral covering the Trust Assets other than any financing statement related to the security interest granted to the Trustee hereunder or that has been terminated. The Authority is not aware of any judgment or tax lien filings against it.

The Authority relies on §13 of the Act, which provides that liens on the Authority's revenues (which include principal and interest on education loans and proceeds of sales of education loans) and the

Authority's contract rights are perfected without the need to file any financing statements in any public records other than the records of the Authority. Nonetheless, in accordance with its custom and practice, the Authority has taken, or will take, actions to perfect the security interest granted hereunder consistent with the UCC. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Assets and all the rights of the Holders of the Bonds under the Resolution against all claims and demands of all persons whomsoever. The Authority will take or cause to be taken such actions as may be necessary in order to maintain the perfection and priority of the security interests granted or intended to be granted hereunder. The provisions of this Section shall survive until payment in full or defeasance of all Outstanding Series of Bonds issued under the Resolution. The Authority may not waive any of the provisions contained in this section.

Instruments: With respect to the Trust Assets that constitute "instruments" within the meaning of the UCC (referred to in this Section as "Instruments"), the Authority has caused or will have caused within ten (10) days of granting a security interest therein, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Instruments granted to the Trustee hereunder. In addition, the Authority has received or will receive written acknowledgment from the Servicer, acting as custodian for the Trustee (the "Trust Custodian") under a custodial agreement, to be executed in connection with the initial issuance of Bonds under this Resolution, by and among the Authority, the Trustee and the Trust Custodian, that it is holding, or will hold, executed copies of the original promissory notes and credit agreements and original master promissory notes and credit agreements that constitute or evidence the Education Loans, and that it is holding, or will hold, such solely on behalf and for the benefit of the Trustee. None of the Trust Assets that constitute or evidence the Instruments has any marks or notations indicating that they have been pledged, assigned or otherwise conveyed to any person other than the Trustee. All financing statements filed or to be filed against the Authority in favor of the Trustee in connection herewith describing the Instruments must contain a statement to the following effect: "A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Trustee."

Accounts: With respect to the Trust Assets that constitutes "accounts" within the meaning of the UCC (referred to in this section as "Accounts"), the Authority has caused or will have caused within ten (10) days of granting a security interest therein, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the Accounts granted to the Trustee hereunder.

Securities Entitlements: With respect to the Trust Assets that constitute "securities entitlements" within the meaning of the UCC (referred to in this section as "Securities Entitlements"), such Securities Entitlements have been and will have been credited to one or more of the Funds or Accounts created by or pursuant to the Resolution. The securities intermediary for each such Fund or Account has agreed to treat all assets credited to the Funds and Accounts as "financial assets" within the meaning of the UCC. The Authority has taken all steps necessary to cause the securities intermediary to identify in its records the Trustee as the person having a security entitlement against the securities intermediary in each of the Securities Entitlements. The Authority has received all consents and approvals required by the terms of the Securities Entitlements to the transfer to the Trustee of its interest and rights in the Securities Entitlements hereunder. The Funds and Accounts are not in the name of any person other than the Authority or the Trustee. The Authority has not consented to the securities intermediary of any such Fund or Account to comply with entitlement orders of any person other than the Trustee.

General Intangibles: With respect to the Trust Assets that constitute "general intangibles" within the meaning of the UCC (referred to in this section as "General Intangibles"), the Authority has caused or will have caused within ten (10) days of granting a security interest therein, the filing of all appropriate

financing statements in the proper filing office in the appropriate jurisdictions under applicable law in order to perfect the security interest in the General Intangibles granted to the Trustee hereunder.

Deposit Accounts: With respect to the Trust Assets that constitute “deposit accounts” within the meaning of the UCC (referred to in this section as “Deposit Accounts”), the Authority has taken all steps necessary to cause the Trustee to become the account holder of such Deposit Accounts. Such Deposit Accounts are not in the name of any person other than the Authority or the Trustee. The Authority has not consented to any bank maintaining the Deposit Accounts to comply with entitlement orders of any person other than the Trustee.

Further Assurance (Section 608)

At any and all times the Authority will, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for better assuring, conveying, granting, assigning or confirming all and singular the Trust Assets and other moneys, pledged or assigned, or intended so to be, or which the Authority may become bound to pledge or assign.

Annual Budget (Section 609)

By the beginning of each Fiscal Year the Authority will adopt and file with the Trustee an Annual Budget with respect to the Program for the ensuing Fiscal Year. Each such Annual Budget will include allocations for Debt Service and estimated Program Expenses and Subordinated Program Expenses for such Fiscal Year. The Authority may at any time adopt an amended Annual Budget for the remainder of the then current Fiscal Year. If an Annual Budget has not been adopted for a Fiscal Year, the Annual Budget for the prior Fiscal Year, adjusted to reflect current Debt Service, will be deemed to be in effect.

Accounts and Reports (Section 610)

The Authority will keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries will be made of its transactions and the Funds and Accounts established by the Resolution, such books, and all other books and papers of the Authority and such Funds and Accounts will at all times be subject to the inspection of the Trustee and the Holders of an aggregate of not less than 5% in principal amount of the Bonds then Outstanding or their authorized representatives.

The Authority will annually, within 180 days after the close of each Fiscal Year file with the Trustee and each Nationally Recognized Rating Agency, and otherwise as provided by law a copy of an annual report for such year, accompanied by an Accountant’s Certificate, including its audited financial statements and information relating to the Program during such Fiscal Year organized in accordance with the categories or classifications established by the Authority for its operating purposes; provided that the Authority shall not be deemed to be in violation of this covenant if a delay in such a filing occurs which is attributable to delay in receipt of necessary information from a third party. Such annual report and Accountant’s Certificate may be combined with any other annual report and Accountant’s Certificate relating to other programs and operations of the Authority.

If the Authority generates a Projection of Revenues required under the Resolution, the Authority agrees to provide copies thereof to each Nationally Recognized Rating Agency.

The Authority agrees to provide, on a quarterly basis, either to each Nationally Recognized Municipal Securities Information Repository or, to the extent permitted by Rule 15c2-12(b)(5) adopted by the Securities Exchange Commission under the Securities Exchange Act of 1934, as amended, on its

publicly accessible website, periodic Issue L loan portfolio information of the type set forth in an Exhibit to the Series Resolution. The format and manner of delivery of such quarterly reports will be subject to the reasonable discretion of the Authority. Failure to comply with the provisions of this section will not constitute an Event of Default and any remedies are limited to those provided in the Resolution.

Creation of Liens; Incurring Indebtedness (Section 611)

Except as set forth in the Resolution, the Authority will not issue any bonds or other evidences of indebtedness and will incur no indebtedness, other than the Bonds, secured by a pledge of the Trust Assets or other moneys, pledged or held or set aside by the Authority or by the Fiduciary under the Resolution and will not create or cause to be created any lien or charge on the Trust Assets or other moneys, unless any lien securing the same (including any documents or instruments filed with any governmental authority to perfect such lien) are expressly subordinated and made subject to the indebtedness evidenced by the Bonds and subject to satisfaction of the Rating Agency Condition as to all Nationally Recognized Rating Agencies; provided, however, that nothing in the Resolution will prevent the Authority from issuing (i) evidences of indebtedness secured by a pledge of Revenues to be derived on and after such date as the pledge of the Revenues provided in the Resolution will be discharged and satisfied, and (ii) notes or bonds of the Authority not secured by Revenues, Trust Assets or the Resolution.

Tax Covenants (Section 612)

The Authority will not permit any of the proceeds of the Tax-Exempt Bonds or any other funds of the Authority to be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any Tax-Exempt Bond to be an “arbitrage bond” as defined in Section 148 of the Code, or to be used in any manner which would cause any Tax-Exempt Bond to violate any of the restrictions contained in Section 144(b) or 147 of the Code. The Authority will not enter into any arrangement, formal or informal, pursuant to which any person from whom the Authority may acquire Education Loan Notes under the Program (or any related person, as defined in Section 144(a)(3) of the Code) will be required to purchase Tax-Exempt Bonds in an amount related to the amount of Education Loan Notes to be acquired from such person by the Authority. The Authority will at all times retain in the Origination Guidelines provisions limiting the amount of proceeds of Education Loans received by a Student that are allocable to Tax-Exempt Bonds for federal tax compliance purposes to such Student’s total costs of attendance at a Participating Educational Institution less other financial assistance available to such Student for application to such costs. The Authority will at all times do and perform all acts and things permitted by law and necessary or desirable in order to comply with the provisions of the Code affecting the exclusion from gross income under the Code of interest paid by the Authority on the Tax-Exempt Bonds.

With respect to Tax-Exempt Bonds, whenever an Arbitrage Projection Certificate is required to be filed with any person pursuant to the Resolution, it will be sufficient, if an Arbitrage Projection Certificate has been filed with the same person within the preceding twelve months, to file a certificate of an Authorized Officer stating that (1) the expectations and assumptions reflected in the most recent Arbitrage Projection Certificate filed with such person have not materially changed and (2) either the transaction then being requested was expected and reflected in all material respects in such Arbitrage Projection Certificate or the transaction then being requested will not materially change the expectations and assumptions reflected in such Arbitrage Projection Certificate provided.

General (Section 613)

The Authority will do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act and the Resolution.

Upon the date of delivery of each Series of the Bonds, all conditions, acts and things required by law and the Resolution to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds will exist, have happened and have been performed and the issue of such Bonds, together with all other indebtedness of the Authority, will be within every debt and other limit prescribed by the laws of the Commonwealth.

Events of Default (Section 701)

Each of the following events is considered an “Event of Default”:

(1) payment of the Principal Installments of any Bond included in Required Debt Service (other than Senior Subordinate Bonds or Subordinate Bonds, except if such Senior Subordinate Bonds or Subordinate Bonds have become the Highest Priority Bonds) whether at maturity or otherwise, including upon any tender for purchase, will not be made when and as the same become due; or

(2) payment of any installment of interest on any of the Bonds (other than Senior Subordinate Bonds or Subordinate Bonds, except if such Senior Subordinate Bonds or Subordinate Bonds have become the Highest Priority Bonds) will not be made when and as the same will become due; or

(3) failure or refusal by the Authority to comply with the provisions of the Resolution, the Loan Program Certificate or any Series Resolution (other than relevant events as set forth in the Resolution), or default in the performance or observance of any of the covenants (other than relevant events as set forth in the Resolution), agreements or conditions on its part contained therein or in the Bonds, and such failure, refusal or default will continue for a period of 60 days after written notice thereof to the Authority by the Trustee or the Holders of more than 50% in the principal amount of the Outstanding Bonds, provided that if such default is capable of being remedied but cannot be remedied within such period, it will not constitute an Event of Default hereunder if corrective action is instituted by the Authority within such period and diligently pursued if the default is remedied within an additional 60 days; or

(4) An order, judgment or decree is entered by a court of competent jurisdiction (a) appointing a receiver, trustee, or liquidator for the Authority or the whole or any substantial part of its assets, (b) granting relief in involuntary proceedings with respect to the Authority under the federal bankruptcy act, or (c) assuming custody or control of the Authority or of the whole or any substantial part of its assets under the provisions of any law for the relief of debtors, and the order, judgment or decree is not set aside or stayed within 60 days from the date of entry of the order, judgment or decree; or

(5) The Authority (a) admits in writing its inability to pay its debts generally as they become due, (b) commences voluntary proceedings in bankruptcy or seeking a composition of indebtedness, (c) makes an assignment for the benefit of its creditors, or (d) consents to the assumption by any court of competent jurisdiction under any law for the relief of debtors of custody or control of the Authority or of the whole or any substantial part of its assets.

Remedies (Section 702)

Upon the happening and continuance of any Event of Default, then, and in each such case, the Trustee may proceed, and upon the written request of the Holders of more than 50% in principal amount of the Highest Priority Bonds Outstanding will proceed, in its own name, to protect and enforce its rights and

the rights of the Bondholders by such of the following remedies as the Trustee, being advised by counsel, will deem most effectual to protect and enforce such rights:

- (1) By suit, action or proceeding, to enforce all rights of the Bondholders, including the right to require the Authority to carry out the covenants and agreements in the Resolution as to the Revenues and Education Loans and to require the Authority to carry out any other covenant or agreement with Bondholders and to perform its duties under the Act;
- (2) By bringing suit upon the Bonds;
- (3) By action or suit, to require the Authority to account as if it were the trustee of an express trust for the Holders of the Bonds;
- (4) By action or suit, to enjoin any acts or things which may be unlawful or in violation of the Resolution or of the rights of the Holders of the Bonds;
- (5) By exercising any and all rights of the Authority with respect to the Revenues and Education Loans; and
- (6) For Events of Default other than as described the Resolution, by declaring the principal of all the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same will become and be immediately due and payable, anything in the Resolution or in any of the Bonds contained to the contrary notwithstanding; provided that the right to make such declaration as aforesaid is subject to the condition that if, at any time after such declaration as aforesaid, all outstanding Events of Default (other than the payment of principal and interest due and payable solely by reason of such declaration) will have been cured or provision deemed by the Trustee to be adequate will be made therefor, then and in every such case, unless a final judgment has been obtained for any principal or interest coming due and payable solely by reason of such declaration, the Holders of more than 50% in principal amount of the Highest Priority Bonds then Outstanding, by written notice to the Authority and to the Trustee, may annul such declaration, or, if the Trustee will have acted without a direction from Bondholders and if there will not have been theretofore delivered to the Trustee written direction to the contrary by the Holders of more than 50% in principal amount of the Highest Priority Bonds then Outstanding, then any such declaration will be deemed to be annulled.

Upon the occurrence of an Event of Default, the Authority, at the request of the Trustee or the Holders of more than 50% in principal amount of the Outstanding Highest Priority Bonds, will assign to the Trustee any and all interests and rights held by the Authority in the Education Loans, any security agreements and Servicing Agreements, and will take any other steps requested by the Trustee or Bondholders to further effectuate the rights of the Trustee under the Resolution to the Education Loans or such agreements.

Right to Compel Periodic Reports (Section 703)

Any failure to provide periodic reports as required by the Resolution will not constitute an Event of Default. However, to the extent permitted by law, any Bondholder may seek a court order for specific performance by the Authority to provide such periodic information and to compel the Authority to perform and carry out its obligations thereunder; provided, however, that the sole remedy for a failure to provide periodic reports will be limited to an action to compel specific performance of such obligations and will not include any rights to monetary damages.

Priority of Payments After Default (Section 704)

Subject to the terms of the Resolution, in the event that upon the happening and continuance of any Event of Default, the funds held by the Trustee will be insufficient for the payment of principal and interest then due on the Bonds, the provisions in the Resolution related to the priority of draws from Funds and accounts will no longer apply, and such funds and any other amounts received or collected by the Trustee acting pursuant to the Resolution, after making provision for the payment of any expenses necessary in the opinion of the Trustee to protect the interest of the Holders of the Bonds and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under the Resolution, will be applied, as follows:

- (1) Unless the principal of all of the Bonds is or have been declared due and payable:

FIRST: To the payment to the persons entitled thereto of all installments of interest on the Senior Bonds then due or accrued and unpaid as of the next prior Interest Payment Date in the order of the maturity of such installments, and, if the amount available will not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; provided that scheduled payments on Qualified Hedge Agreements related to the Senior Bonds will be treated as interest for the purposes of this clause.

SECOND: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Senior Bonds which will have become due, and, if the amounts available will not be sufficient to pay in full all such amounts due, then to the payment thereof ratably, according to the amounts due on such date, to the persons entitled thereto, without any discrimination or preference;

THIRD: To be held for the payment to the persons entitled thereto as the same will become due, of the principal or Redemption Price of and interest on the Senior Bonds which may thereafter become due and if the amounts available shall not be sufficient to pay in full all such Senior Bonds due on any date, together with such interest, payment shall be made ratably according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or preference;

FOURTH: To be held for the payment to the persons entitled thereto of all installments of interest on the Senior Subordinate Bonds then due or accrued and unpaid as of the next prior Interest Payment Date in the order of the maturity of such installments, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; provided that scheduled payments on Qualified Hedge Agreements related to Senior Subordinate Bonds shall be treated as interest for the purposes of this clause;

FIFTH: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Senior Subordinate Bonds which shall have become due, and if the amounts available shall not be sufficient to pay in full all such amounts due, then to the payment thereof ratably, according to the amounts due on such date, to the persons entitled thereto, without any discrimination or preference;

SIXTH: To be held for the payment to the persons entitled thereto as the same shall become due, of the principal or Redemption Price of and interest on the Senior Subordinate

Bonds which may thereafter become due and if the amounts available shall not be sufficient to pay in full all such Senior Subordinate Bonds due on any date, together with such interest, payment shall be made ratably according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or preference;

SEVENTH: To be held for the payment to the persons entitled thereto of all installments of interest on the Subordinate Bonds then due or accrued and unpaid as of the next prior Interest Payment Date in the order of the maturity of such installments, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; provided that scheduled payments on Qualified Hedge Agreements related to Subordinate Bonds will be treated as interest for the purposes of this clause;

EIGHTH: To the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Subordinate Bonds which will have become due, and if the amounts available will not be sufficient to pay in full all such amounts due, then to the payment thereof ratably, according to the amounts due on such date, to the persons entitled thereto, without any discrimination or preference; and

NINTH: To be held for the payment to the persons entitled thereto as the same will become due, of the principal or Redemption Price of and interest on the Subordinate Bonds which may thereafter become due and if the amounts available will not be sufficient to pay in full all such Subordinate Bonds due on any date, together with such interest, payment will be made ratably according to the amount of principal due on such date, to the persons entitled thereto, without any discrimination or preference; and

(2) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Senior Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Senior Bond over any other Senior Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto, without any discrimination or preference and as to any difference in the respective rates of interest specified in the Senior Bonds, provided that scheduled payments on Qualified Hedge Agreements allocable to such Senior Bonds shall be treated as interest for the purposes of this section and then, on a subordinate basis, to the payment of the principal and interest then due and unpaid upon the Senior Subordinate Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Senior Subordinate Bond over any other Senior Subordinate Bond, ratably, according to the amounts due respectively for principal and interest to the persons entitled thereto, without any discrimination or preference and as to any difference in the respective rates of interest specified in the Senior Subordinate Bonds, provided that scheduled payments on Qualified Hedge Agreements allocable to such Senior Subordinate Bonds shall be treated as interest for the purposes of this section and then, on a further subordinate basis, to the payment of the principal and interest then due and unpaid upon the Subordinate Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Subordinate Bond over any other Subordinate Bond, ratably, according to the amounts due respectively for principal and interest to the persons entitled thereto, without any discrimination or preference and as to any difference in the respective rates of interest specified in the Subordinate Bonds, provided that scheduled payments on Qualified Hedge Agreements allocable to such Subordinate Bonds shall be treated as interest for the purposes of this section.

Whenever moneys are to be applied by the Trustee pursuant to the provisions of this section, such moneys will be applied by the Trustee at such times, from time to time, as the Trustee in its sole discretion will determine, having due regard to the amount of such moneys available for application and the likelihood of additional money becoming available for such application in the future. The setting aside of such moneys in trust for the proper purpose will constitute proper application by the Trustee, and the Trustee will incur no liability whatsoever to the Authority, to any Bondholder or to any other person for any delay in applying any such moneys, so long as the Trustee acts with reasonable diligence, having due regard for the circumstances, and ultimately applies the same in accordance with such provisions of the Resolution as may be applicable at the time of application by the Trustee. Whenever the Trustee will exercise such discretion in applying such moneys, it will fix the date (which will be an Interest Payment Date unless the Trustee will deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date will cease to accrue. The Trustee will give such notice as it may deem appropriate for the fixing of any such date. The Trustee will not be required to make payment to the Holder of any Bond unless such Bond will be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Bondholders' Direction of Proceedings (Section 706)

Except as otherwise provided in the Resolution, the Holders of more than 50% in aggregate principal amount of the Highest Priority Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee to direct the method of conducting all remedial proceedings to be taken by the Trustee hereunder, provided that such direction will not be otherwise than in accordance with law or the provisions of the Resolution, and that the Trustee will have the right to decline to follow such direction which in the opinion of the Trustee would be unjustly prejudicial to Bondholders of Highest Priority Bonds not parties to such direction.

Notwithstanding any provision of the Resolution to the contrary, if no Event of Default other than an Event of Default under the Resolution will have occurred and be continuing thereunder, except with the consent of the Holders of more than 50% in aggregate principal amount of the Senior Subordinate Bonds Outstanding and the consent of the Holders of more than 50% in aggregate principal amount of the Subordinate Bonds Outstanding, the Trustee will not exercise the following rights and remedies: (i) apply available funds other than in accordance with the terms of the Resolution or (ii) effect a sale of Education Loan Notes pledged thereunder as part of the Trust Assets (or any other portion of such Trust Assets) at a price or prices or on terms and conditions which will not be adequate to provide for all principal and interest due or to become due upon maturity, redemption or acceleration of all Bonds (Senior, Senior Subordinate, and Subordinate) Outstanding.

Responsibilities of Fiduciaries (Section 803)

The recitals in the Resolution and in the Bonds contained will be taken as the statements of the Authority and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of the Resolution or of any Bonds issued thereunder or as to the security afforded by the Resolution, and no Fiduciary will incur any liability in respect thereof. No Fiduciary will be under any responsibility or duty with respect to the application of any moneys paid to the Authority or to any other Fiduciary. No Fiduciary will be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless in the view of the Fiduciary it is properly indemnified. Subject to the third paragraph of this section, no Fiduciary will be liable in connection with the performance of its duties thereunder except for its own negligence or willful misconduct. No Fiduciary will be liable in connection with the performance of its duties thereunder (1) for any error of judgment made in good faith by one or more of its officers unless it will be proved that the Fiduciary was negligent in ascertaining the

pertinent facts and (2) for any action taken or omitted to be taken by it in good faith in accordance with the direction of the Holders of more than 50% in principal amount of the Highest Priority Bonds. The Trustee will, however, be responsible for its representation contained in its certificate of authentication on the Bonds to the extent provided in Article 8, Section 208, as amended, of the Massachusetts Uniform Commercial Code.

All moneys held by any Fiduciary, as such, at any time pursuant to the terms of the Resolution will be and are assigned, transferred and set over unto such Fiduciary in trust for the purposes and under the terms and conditions of the Resolution, but such moneys need not be segregated from other funds except to the extent required by law. No Fiduciary will be under any liability for interest on money received by it hereunder except as otherwise agreed with the Authority.

The Trustee, prior to the occurrence of an Event of Default which may have occurred, undertakes to perform such duties as are specifically set forth in the Resolution and no implied covenants or obligations will be read into the Resolution against the Trustee. In case an Event of Default has occurred the Trustee will exercise such of the rights and powers vested in it by the Resolution, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. The Trustee will not be charged with knowledge of any Event of Default other than a default in the payment of the principal of or interest on any Bond unless either (a) an officer in the corporate trust department of the Trustee has actual knowledge thereof or (b) written notice of any Event of Default will have been given to the Trustee by the Authority or by Holders of 5% or more in principal amount of the Outstanding Bonds. Any provision of the Resolution relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely will be subject to the provisions of this section.

Prior to the occurrence of an Event of Default, the Trustee will not incur any extraordinary expenditures reimbursable from the Trust Assets unless the Trustee determines or the Authority advises the Trustee that such incurrence will not adversely affect the conclusions in the most recently filed Favorable Projection of Revenues.

To the extent the Trustee performs any record-keeping or safekeeping duties for the Authority in connection with its obligations under the Resolution, the Trustee agrees to hold all documents received by it, and will make disposition thereof only in accordance with the written instructions of the Authority. The Trustee will segregate and maintain continuous custody of all documents received by it in secure and fireproof facilities in accordance with customary standards for such custody.

Resignation of Trustee (Section 807)

The Trustee may at any time resign and be discharged of the duties and obligations created by the Resolution by giving not less than 60 days' written notice to the Authority specifying the date when such resignation will take effect, and such resignation will take effect upon the day specified in such notice unless previously a successor will not have been appointed by the Authority or the Holders of Bonds as provided in the Resolution, in which event such resignation will take effect immediately on the appointment of such successor.

Removal of Trustee and Fiduciaries (Section 808)

The Trustee may be removed at any time by an instrument or concurrent instruments in writing, filed with the Trustee, and, subject to second paragraph of this section, signed by the Holders of more than 50% in aggregate principal amount of the Highest Priority Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Authority. A Paying Agent (other

than the Trustee) may be removed at any time by the Authority, upon filing with the Trustee and with such Paying Agent a copy of the resolution of the Authority, certified by its secretary, providing for the removal.

Any Fiduciary (including but not limited to the Trustee) holding a Fund or an account will be removed by the Authority and no longer allowed to hold any Fund or account if such Fiduciary will fail to maintain a rating of at least "A-" from S&P. If the Fiduciary's rating from S&P is withdrawn, suspended or falls below "A-," the Authority will use commercially reasonable efforts to appoint a successor meeting the foregoing and all other applicable requirements hereof within 60 days of such withdrawal, suspension or downgrade; provided that the Authority will not be required to obtain the consent of the Holders of more than 50% in aggregate principal amount of the Highest Priority Bonds then Outstanding in order to remove or replace a Fiduciary under this paragraph and that the inability to retain a successor Fiduciary upon commercially reasonable terms meeting the rating requirement in this paragraph will not in any event constitute an Event of Default hereunder.

Supplemental or Series Resolutions Effective Upon Filing With the Trustee (Section 901)

For any one or more of the following purposes, and at any time or from time to time, a Supplemental or Series Resolution of the Authority (in form satisfactory to the Trustee) may be adopted, which, upon the filing with the Trustee of a copy thereof certified by an Authorized Officer of the Authority will be fully effective in accordance with its terms:

- (1) To authorize the issuance of a Series of Bonds;
- (2) To set forth terms governing the issuance of any bonds as contemplated by the Resolution which terms are consistent with the terms hereof;
- (3) To add to the covenants and agreements of the Authority in the Resolution, other covenants and agreements to be observed by the Authority which are not contrary to or inconsistent with the Resolution as theretofore in effect;
- (4) To add to the limitations and restrictions in the Resolution other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with the Resolution as theretofore in effect;
- (5) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, the Resolution, of the Revenues or of any other moneys, securities or funds;
- (6) To provide for the issuance of non-registered Bonds, provided that such Supplemental or Series Resolution will be accompanied by the Counsel's Opinion as required by the Resolution;
- (7) To modify any of the provisions of the Resolution in any respect whatever, provided that such modifications will be, and be expressed to be, effective only after all Bonds will cease to be Outstanding;
- (8) To cure any ambiguity, supply any omission, or cure or correct any inconsistent provision in the Resolution; to substitute words or phrases used as defined terms in the Resolution if it is convenient to do so in connection with the administration of the Program; or to insert such provisions clarifying matters or questions arising under the Resolution as are necessary or desirable

and are not contrary to or inconsistent with the Resolution as theretofore in effect, provided, in all cases, that such action or actions will not adversely affect the interests of the Bondholders; and

(9) To authorize the Authority to enter into a Qualified Hedge Agreement in connection with a Series of Bonds and to amend the applicable Series Resolution, if necessary, in connection with such Qualified Hedge Agreement subject to Prior Rating Agency Notice and satisfaction of the Rating Agency Condition as to S&P.

In any event, the Authority will not amend the Resolution or any Series Resolution or enact any Supplemental Resolution without providing Prior Rating Agency Notice except as provided in the Resolution.

Powers of Amendment (Section 1002)

Except as otherwise provided in the Resolution, any modification or amendment of the Resolution and of the rights and obligations of the Authority or of the Holders of the Bonds, in any particular, may be made by a Supplemental Resolution, with Prior Rating Agency Notice and with the written consent given as provided in Resolution (i) of the Holders of more than 60% in aggregate principal amount of the Bonds then Outstanding at the time such consent is given, and (ii) in case the modification or amendment changes the terms of any Sinking Fund Installment on Bonds, of the Holders of more than 60% in aggregate principal amount of the Bonds of the particular Series and maturity entitled to such Sinking Fund Installment and Outstanding at the time such consent is given; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified Series and maturity remain Outstanding, the consent of the Holders of such Bonds will not be required and such Bonds will not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this section. No such modification or amendment will permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds (whether Senior Bonds, Senior Subordinate Bonds or Subordinate Bonds) or of any installment of interest thereon without the consent of the Holder of such Bonds, or will reduce the percentages or otherwise affect the classes of Bonds the consent of the Holders of which is required to effect any such modification or amendment, or will change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. The Trustee, relying upon Counsel's Opinion, may determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular maturity would be affected by any modification or amendment of the Resolution and any such determination will be binding and conclusive on the Authority and all Holders of Bonds.

Defeasance (Section 1101)

Subject to the Series Resolution for any Series of Bonds, if the Authority will pay or cause to be paid to the Holders of the Bonds, the principal and interest to become due thereon, then the pledge of any Trust Assets and other moneys, thereby pledged to the payment of the Bonds and all other rights granted thereby securing the Bonds will be discharged and satisfied. Subject to satisfaction of all other obligations secured by the Trust Assets, all amounts held in any Funds or Accounts (except for such amounts held for the payment of Bonds not theretofore surrendered for such payment) including any Education Loans, will be distributed in accordance with a certificate of an Authorized Officer of the Authority instructing the Trustee to distribute the amounts therein. The Trustee will execute any and all documents as are necessary or appropriate to effectuate the distributions described hereinabove. The Trustee will, upon the request of the Authority, execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction. If the Authority will pay or cause to be paid, or there will otherwise be paid, to the Holders of all Outstanding Bonds the principal and interest due or to become due thereon at the times and in the manner stipulated in the Bonds and in the Resolution, such Bonds will cease to be entitled to any

lien, benefit or security hereunder and all covenants, agreements and obligations of the Authority to the Holders of such Bonds will thereupon cease, terminate and become void and be discharged and satisfied.

Bonds (which may be only a portion of a Series of Bonds or of a maturity within a Series) or interest installments for the payment of which moneys and investment earnings thereon, if any, will have been set aside and will be held in trust by the Trustee will, at the stated maturity date or redemption thereof, be deemed to have been paid within the meaning and with the effect expressed in the preceding paragraph of this section. Subject to the Series Resolution for any Series of Bonds, all Bonds will, prior to the stated maturity date or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in the preceding paragraph of this section if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity the Authority will have given to the Trustee in form satisfactory to it irrevocable instructions to mail as provided in the Resolution notice of redemption on said date of such Bonds, (ii) there will have been deposited with the Trustee moneys in an amount which will be sufficient, or when invested in obligations described in clauses (1) or (9) of the definition of "Investment Obligations" will, together with the investment earnings thereon, be sufficient to pay when due the principal of and interest due and to become due on said Bonds on and prior to the stated maturity date thereof and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Authority will have given the Trustee in form satisfactory to it irrevocable instructions to mail, as soon as practicable, a notice to each of the Holders of such Bonds first-class postage prepaid to the address appearing upon the registration books of the Trustee, that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this section and stating such maturity date or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if any, on said Bonds. For the purposes of any determination with respect to the sufficiency of amounts needed to refund any Bonds more than one Interest Payment Date prior to their redemption date, such determination will be made in reliance on a verification report of a firm of independent certified public accountants. For the purpose of defeasance under the Resolution, the Authority may, but will not be required to, provide for payment of remaining Cumulative Sinking Fund Installments that are not Required Debt Service in accordance with the schedule of such Principal Installments established at the date of issuance of each applicable Series of Bonds. Money deposited with the Trustee pursuant to this section and interest payments on any such Investment Obligations purchased with such moneys will be withdrawn or used only for the purpose of, and will be held in trust for, the payment of the principal of and interest on said Bonds; but any cash received from such principal or interest payments on such Investment Obligations deposited with the Trustee, if not then needed for such purpose, will, to the extent practicable, be reinvested in obligations described in clauses (1) or (9) of the definition of Investment Obligations maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if any, and interest to become due on said Bonds on and prior to such stated maturity date or Redemption Date thereof, as the case may be, and interest earned from such reinvestments will be paid over to the Authority, as received by the Trustee, free and clear of any trust, lien or pledge. For the purposes of this section, Investment Obligations means and includes only such obligations as are described in clauses (1) or (9) of the definition of Investment Obligations herein.

In the event Investment Obligations are deposited with the Trustee as contemplated by the foregoing paragraph, the discharge of the Resolution under this section will become effective as to the applicable Bonds only upon receipt by Trustee of (i) a report by an independent certified public accounting firm of national reputation appointed by the Authority, with the approval of the Trustee, stating that the Investment Obligations are of such maturities and redemption dates, and bear such rate or rates of interest, as will be sufficient, together with any moneys on deposit with the Trustee and available for such purpose, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom (which earnings are to be held in trust and committed for the same purpose) for the payment of all Debt Service on the Bonds, at their maturity or redemption dates, as the case may be, and (ii) a Bond

Counsel's Opinion to the effect that such Bonds have been defeased in accordance with the requirements of this section.

Anything in the Resolution to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for the applicable escheat period after the date when all of the Bonds have become due and payable, if such moneys were held by the Fiduciary at such date, or for the applicable escheat period after the date of deposit of such moneys if deposited with the Fiduciary after the said date when all of the Bonds became due and payable, will, at the written request of the Authority, be repaid by the Fiduciary to the Authority, as its absolute property and free from trust, and the Fiduciary will thereupon be released and discharged; except that before being required to make any such payment to the Authority, the Fiduciary will, at the expense of the Authority, cause to be mailed to the Holders of such Bonds postage prepaid to the addresses appearing on the registration books of the Authority, notice that said moneys remain unclaimed and that, after a date named in said notice, which date will be not less than ten nor more than twenty days after the date of the mailing of such notice, the balance of such moneys then unclaimed will be returned to the Authority.

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APPENDIX D

PROPOSED FORMS OF OPINIONS OF BOND COUNSEL

[Dated the Date of Delivery of the Series 2019 Bonds]

Massachusetts Educational Financing Authority
60 State Street, Suite 900
Boston, Massachusetts 021099

Re: Massachusetts Educational Financing Authority (the “Authority”) Education Loan Revenue Bonds, Issue L, Senior Series 2019A (Federally Taxable) (the “Series 2019A Bonds”) issued pursuant to a General Resolution of the Authority dated as of April 5, 2018, entitled “Education Loan Revenue Bond General Resolution, Issue L” (as previously supplemented, the “General Resolution”), as further supplemented by the Third Issue L Series Resolution dated as of March 28, 2019 (the “Third Series Resolution,”) and by the Fourth Issue L Series Resolution dated as of March 28, 2019 (the “Fourth Series Resolution,”) and together with the General Resolution and Third Series Resolution, the “Resolution”)

Members of the Authority:

We have acted as Bond Counsel in connection with the authorization, sale, issuance and delivery of the Series 2019A Bonds. In that capacity, we have examined the provisions of Chapter 15C of the Massachusetts General Laws, as amended, and we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of the By Laws of the Authority and such records of the Authority, certificates of officers of the Authority and other documents and instruments, and have made such other investigation of facts and examination of Massachusetts and federal law, as we have deemed necessary or proper for the purpose of rendering this opinion. We have also examined a record of proceedings relating to the authorization, sale, issuance and delivery of the Series 2019A Bonds. Capitalized terms used herein shall, unless otherwise specified, have the meanings set forth in the Resolution.

The Series 2019A Bonds are being issued to finance Education Loans by means of [a deposit to the Series 2019A subaccount in the Taxable Purchase Account,] [a deposit to the Series 2019A subaccount in the Taxable Reserve Account,] and [a deposit to the Series 2019A subaccount in the Taxable Costs of Issuance Account.]

Based upon our examination, we are of the following opinion:

- (a) The Authority is a duly constituted and existing body public and corporate and a public instrumentality of The Commonwealth of Massachusetts, with the power to adopt the Resolution, perform the agreements on its part contained therein and issue the Series 2019A Bonds.
- (b) The aforementioned proceedings and proofs show lawful authority for the issuance and sale of the Series 2019A Bonds pursuant to the provisions of law applicable thereto.
- (c) The Series 2019A Bonds are special obligations of the Authority secured as provided in the Resolution and payable solely from Revenues received by or for the account of the Authority and

moneys on deposit in the funds and accounts established and available therefor under the Resolution, subject to use of such Revenues and moneys for other purposes as permitted under the Resolution.

(d) The Series 2019A Bonds have been duly authorized, executed, authenticated and delivered and are valid and binding special obligations of the Authority enforceable in accordance with their terms and entitled, subject to the limitations described in paragraph (c), to the benefit and security of the Resolution, subject only to applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and to general equity principles.

(e) The Resolution has been duly adopted by the Authority, is in full force and effect and is a valid and binding agreement of the Authority enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and to general equity principles, and the Resolution creates the valid pledge and lien which it purports to create for the benefit of the holders of the Series 2019A Bonds.

(f) Under existing law, interest on the Series 2019A Bonds will be included in the gross income of holders of the Series 2019A Bonds for federal income tax purposes. We express no opinion regarding other federal tax consequences arising with respect to the Series 2019A Bonds.

(f) Under existing law, interest on the Series 2019A Bonds, including any accrued original issue discount, and any profit on the sale thereof are exempt from Massachusetts personal income taxes, and the Series 2019A Bonds are exempt from Massachusetts personal property taxes. We express no opinion as to any other Massachusetts tax consequences arising with respect to the Series 2019A Bonds or as to the taxability of the Series 2019A Bonds, their transfer and the income therefrom, including any profit made on the sale thereof, under the laws of any state other than The Commonwealth of Massachusetts.

Very truly yours,

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO,
P.C.

[Dated the Date of Delivery of the Series 2019 Bonds]

Massachusetts Educational Financing Authority
60 State Street, Suite 900
Boston, Massachusetts 02109

Re: Massachusetts Educational Financing Authority (the “Authority”) Education Loan Revenue Bonds, Issue L, Senior Series 2019B and Subordinate Series 2019C (together, the “Series 2019BC Bonds”) issued pursuant to a General Resolution of the Authority dated as of April 5, 2018, entitled “Education Loan Revenue Bond General Resolution, Issue L” (as previously supplemented, the “General Resolution”), as further supplemented by the Third Issue L Series Resolution dated as of March 28, 2019 (the “Third Series Resolution,”) and by the Fourth Issue L Series Resolution dated as of March 28, 2019 (the “Fourth Series Resolution,”) and together with the General Resolution and Third Series Resolution, the “Resolution”)

Members of the Authority:

We have acted as Bond Counsel in connection with the authorization, sale, issuance and delivery of the Series 2019BC Bonds. In that capacity, we have examined the provisions of Chapter 15C of the Massachusetts General Laws, as amended, and we have examined and are familiar with originals or copies, certified or otherwise identified to our satisfaction, of the By Laws of the Authority and such records of the Authority, certificates of officers of the Authority and other documents and instruments, and have made such other investigation of facts and examination of Massachusetts and federal law, as we have deemed necessary or proper for the purpose of rendering this opinion. We have also examined a record of proceedings relating to the authorization, sale, issuance and delivery of the Series 2019BC Bonds. Capitalized terms used herein shall, unless otherwise specified, have the meanings set forth in the Resolution.

The Series 2019BC Bonds are being issued to finance Education Loans by means of [a deposit to the Series 2019BC subaccount in the Tax-Exempt Purchase Account,] [a deposit to the Series 2019BC subaccount in the Tax-Exempt Reserve Account,] and [a deposit to the Series 2019BC subaccount in the Tax-Exempt Costs of Issuance Account.]

Based upon our examination, we are of the following opinion:

(a) The Authority is a duly constituted and existing body public and corporate and a public instrumentality of The Commonwealth of Massachusetts, with the power to adopt the Resolution, perform the agreements on its part contained therein and issue the Series 2019BC Bonds.

(b) The aforementioned proceedings and proofs show lawful authority for the issuance and sale of the Series 2019BC Bonds pursuant to the provisions of law applicable thereto.

(c) The Series 2019BC Bonds are special obligations of the Authority secured as provided in the Resolution and payable solely from Revenues received by or for the account of the Authority and moneys on deposit in the funds and accounts established and available therefor under the Resolution, subject to use of such Revenues and moneys for other purposes as permitted under the Resolution.

(d) The Series 2019BC Bonds have been duly authorized, executed, authenticated and delivered and are valid and binding special obligations of the Authority enforceable in accordance with

their terms and entitled, subject to the limitations described in paragraph (c), to the benefit and security of the Resolution, subject only to applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and to general equity principles.

(e) The Resolution has been duly adopted by the Authority, is in full force and effect and is a valid and binding agreement of the Authority enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium, reorganization or other laws affecting creditors' rights heretofore or hereafter enacted and to general equity principles, and the Resolution creates the valid pledge and lien which it purports to create for the benefit of the holders of the Series 2019BC Bonds.

(f) (i) Under existing law, interest on the Series 2019BC Bonds will not be included in the gross income of holders of such Series 2019BC Bonds for federal income tax purposes. This opinion is rendered subject to the condition that the Authority comply with various requirements of the Internal Revenue Code of 1986, as amended (the "Code"), which requirements must be satisfied subsequent to the date of issuance of the Series 2019BC Bonds in order to ensure that the interest on the Series 2019BC Bonds is and continues to be excludable from the gross income of the holders of the Series 2019BC Bonds for federal income tax purposes. Failure to comply with certain of such requirements could cause interest on the Series 2019BC Bonds to be included in the gross income of holders of the Series 2019BC Bonds retroactive to the date of issuance of the Series 2019BC Bonds.

(ii) Under existing law, interest on the Series 2019BC Bonds will constitute a preference item under section 57(a)(5) of the Code for purposes of computation of the alternative minimum tax imposed under section 55 of the Code.

(iii) We express no opinion regarding other federal tax consequences arising with respect to the Series 2019BC Bonds.

(g) Under existing law, interest on the Series 2019BC Bonds, including any accrued original issue discount, and any profit on the sale thereof are exempt from Massachusetts personal income taxes, and the Series 2019BC Bonds are exempt from Massachusetts personal property taxes. We express no opinion as to any other Massachusetts tax consequences arising with respect to the Series 2019BC Bonds or as to the taxability of the Series 2019BC Bonds, their transfer and the income therefrom, including any profit made on the sale thereof, under the laws of any state other than The Commonwealth of Massachusetts.

Very truly yours,

MINTZ, LEVIN, COHN, FERRIS, GLOVSKY AND POPEO,
P.C.

APPENDIX E

PROPOSED FORM OF CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this “Agreement”) dated June 13, 2019 is executed and delivered by the Massachusetts Educational Financing Authority (the “Issuer”) and U.S. Bank National Association, Boston, Massachusetts, as dissemination agent (in such capacity, the “Dissemination Agent”), in connection with the issuance of the Issuer’s Education Loan Revenue Bonds, Issue L, Series 2019 in the aggregate principal amount of \$208,170,000 (the “Series 2019 Bonds”). The Series 2019 Bonds are being issued pursuant to the Education Loan Revenue Bond General Resolution, Issue L, dated as of April 5, 2018 (as previously supplemented, the “Issue L General Resolution”), as amended and supplemented by the Third Issue L Series Resolution, dated as of March 28, 2019 (the “Third Issue L Resolution”) and a Fourth Issue L Series Resolution, dated as of March 28, 2019 (the “Fourth Series Resolution” and, together with the Issue L General Resolution and the Third Issue L Series Resolution, the “Issue L Resolution”). Capitalized terms used in this Agreement which are not otherwise defined in the Issue L Resolution shall have the respective meanings specified above or in Article IV hereof. The Issuer and the Dissemination Agent covenant and agree as follows:

ARTICLE I

THE UNDERTAKING

Section 1.1. Purpose. This Agreement is being executed and delivered solely to assist the Underwriters in complying with subsection (b)(5) of the Rule.

Section 1.2. Annual Financial Information. (a) The Issuer shall provide Annual Financial Information with respect to each fiscal year of the Issuer, commencing with the fiscal year ending June 30, 2019, by no later than 9 months after the end of the respective fiscal year, to the MSRB.

(b) The Issuer shall provide, in a timely manner, notice of any failure of the Issuer to provide the Annual Financial Information by the date specified in subsection (a) above to the MSRB.

Section 1.3. Audited Financial Statements. If not provided as part of Annual Financial Information by the date required by Section 1.2(a) hereof, the Issuer shall provide Audited Financial Statements, when and if available, to the MSRB.

Section 1.4. Notice Events. (a) If a Notice Event occurs, the Issuer shall provide, in a timely manner not in excess of ten (10) business days after the occurrence of such Notice Event, notice of such Notice Event to (i) the MSRB and (ii) the Dissemination Agent.

(b) Any notice of a defeasance of Series 2019 Bonds shall state whether the Series 2019 Bonds have been escrowed to maturity or to an earlier redemption date and the timing of such maturity or redemption.

Section 1.5. Additional Information. Nothing in this Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Agreement or any other means of communication, or including any other information in any Annual Financial Information or notice of Notice Event hereunder, in addition to that which is required by this Agreement. If the Issuer chooses to do so, the Issuer shall have no obligation under this Agreement to

update such additional information or include it in any future Annual Financial Information or notice of a Notice Event hereunder.

Section 1.6. Additional Disclosure Obligations. The Issuer acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Issuer and that, under some circumstances, compliance with this Agreement without additional disclosures or other action may not fully discharge all duties and obligations of the Issuer under such laws.

ARTICLE II

OPERATING RULES

Section 2.1. Reference to Other Filed Documents. It shall be sufficient for purposes of Section 1.2 hereof if the Issuer provides Annual Financial Information by specific reference to documents (i) available to the public on the MSRB Internet Web site (currently, www.emma.msrb.org) or (ii) filed with the SEC. The provisions of this Section shall not apply to notices of Notice Events pursuant to Section 1.4 hereof.

Section 2.2. Submission of Information. Annual Financial Information may be set forth or provided in one document or a set of documents, and at one time or in part from time to time.

Section 2.3. Dissemination Agents. The Issuer hereby designates U.S. Bank National Association as initial dissemination agent and may from time to time designate another agent to act on its behalf in providing or filing notices, documents and information as required of the Issuer under this Agreement, and may revoke or modify any such designation.

Section 2.4. Transmission of Notices, Documents and Information. (a) Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB shall be provided to the MSRB's Electronic Municipal Markets Access (EMMA) system, the current Internet Web address of which is www.emma.msrb.org.

(b) All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

Section 2.5. Fiscal Year. (a) The Issuer's current fiscal year is July 1-June 30, and the Issuer shall promptly notify (i) the MSRB and (ii) the Dissemination Agent of each change in its fiscal year.

(b) Annual Financial Information shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months.

ARTICLE III

EFFECTIVE DATE, TERMINATION, AMENDMENT AND ENFORCEMENT

Section 3.1. Effective Date; Termination. (a) This Agreement shall be effective upon the issuance of the Series 2019 Bonds.

(b) The Issuer's and the Dissemination Agent's obligations under this Agreement shall terminate upon a legal defeasance, prior redemption or payment in full of all of the Series 2019 Bonds.

(c) This Agreement, or any provision hereof, shall be null and void in the event that the Issuer (1) delivers to the Dissemination Agent an opinion of Counsel, addressed to the Issuer and the Dissemination Agent, to the effect that those portions of the Rule which require this Agreement, or such provision, as the case may be, do not or no longer apply to the Series 2019 Bonds, whether because such portions of the Rule are invalid, have been repealed, or otherwise, as shall be specified in such opinion, and (2) delivers copies of such opinion to the MSRB.

Section 3.2. Amendment. (a) This Agreement may be amended, by written agreement of the parties, without the consent of the holders of the Series 2019 Bonds (except to the extent required under clause (4)(ii) below), if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Issuer or the type of business conducted thereby, (2) this Agreement as so amended would have complied with the requirements of the Rule as of the date of this Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the Issuer shall have delivered to the Dissemination Agent an opinion of Counsel, addressed to the Issuer and the Dissemination Agent, to the same effect as set forth in clause (2) above, (4) either (i) the Issuer shall have delivered to the Dissemination Agent an opinion of Counsel or a determination by an entity, in each case unaffiliated with the Issuer (such as bond counsel or the Dissemination Agent), addressed to the Issuer and the Dissemination Agent, to the effect that the amendment does not materially impair the interests of the holders of the Series 2019 Bonds or (ii) the holders of the Series 2019 Bonds consent to the amendment to this Agreement pursuant to the same procedures as are required for amendments to the Issue L Resolution with consent of holders of Series 2019 Bonds pursuant to the Issue L Resolution as in effect at the time of the amendment, and (5) the Issuer shall have delivered, or shall have caused to be delivered, copies of such opinion(s) and amendment to the MSRB.

(b) This Agreement may be amended, by written agreement of the parties, without the consent of the holders of the Series 2019 Bonds, if all of the following conditions are satisfied: (1) an amendment to the Rule is adopted, or a new or modified official interpretation of the Rule is issued, after the effective date of this Agreement which is applicable to this Agreement, (2) the Issuer shall have delivered, or shall have caused to be delivered, to the Dissemination Agent an opinion of Counsel, addressed to the Issuer and the Dissemination Agent, to the effect that performance by the Issuer and the Dissemination Agent under this Agreement as so amended will not result in a violation of the Rule and (3) the Issuer shall have delivered copies of such opinion and amendment to the MSRB.

(c) This Agreement may be amended by written agreement of the parties, without the consent of the holders of the Series 2019 Bonds, if all of the following conditions are satisfied: (1) the Issuer shall have delivered, or shall have caused to be delivered, to the Dissemination Agent an opinion of Counsel, addressed to the Issuer and the Dissemination Agent, to the effect that the amendment is permitted by rule, order or other official pronouncement, or is consistent with any interpretive advice or

no-action positions of Staff, of the SEC, and (2) the Dissemination Agent shall have delivered copies of such opinion and amendment to the MSRB.

(d) To the extent any amendment to this Agreement results in a change in the type of financial information or operating data provided pursuant to this Agreement, the first Annual Financial Information provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(e) If an amendment is made pursuant to subsection (a) of this Section to the accounting principles to be followed by the Issuer in preparing its financial statements, the Annual Financial Information for the fiscal year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a qualitative and, to the extent reasonably feasible, quantitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

Section 3.3. Benefit; Third-Party Beneficiaries; Enforcement. (a) The provisions of this Agreement shall constitute a contract with and inure solely to the benefit of the holders from time to time of the Series 2019 Bonds, except that beneficial owners of Series 2019 Bonds shall be third-party beneficiaries of this Agreement. The provisions of this Agreement shall create no rights in any person or entity except as provided in this subsection (a) and in subsection (b) of this Section.

(b) The obligations of the Issuer to comply with the provisions of this Agreement shall be enforceable: (i) in the case of enforcement of obligations to provide financial statements, financial information, operating data and notices, by any holder of Outstanding Series 2019 Bonds, or (ii) in the case of challenges to the adequacy of the financial statements, financial information and operating data so provided, by the holders of not less than 25% in aggregate principal amount of the Outstanding Series 2019 Bonds. The holders' rights to enforce the provisions of this Agreement shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the Issuer's obligations under this Agreement. In consideration of the third-party beneficiary status of beneficial owners of Series 2019 Bonds pursuant to subsection (a) of this Section, beneficial owners shall be deemed to be holders of Series 2019 Bonds for purposes of this subsection (b).

(c) Any failure by the Issuer or the Dissemination Agent to perform in accordance with this Agreement shall not constitute a default or an Event of Default under the Issue L Resolution, and the rights and remedies provided by the Issue L Resolution upon the occurrence of a default or an Event of Default shall not apply to any such failure.

(d) This Agreement shall be construed and interpreted in accordance with the laws of the Commonwealth, and any suits and actions arising out of this Agreement shall be instituted in a court of competent jurisdiction in the Commonwealth; provided, however, that to the extent this Agreement addresses matters of federal securities laws, including the Rule, this Agreement shall be construed in accordance with such federal securities laws and official interpretations thereof.

ARTICLE IV

DEFINITIONS

Section 4.1. Definitions. The following terms used in this Agreement shall have the following respective meanings:

(1) “Annual Financial Information” means, collectively: (i) Audited Financial Statements, if available, or Unaudited Financial Statements; (ii) updated versions of the following financial information and operating data contained in the Official Statement, for each fiscal year of the Issuer, as follows:

(a) Quantitative and operating information for the preceding fiscal year of the type presented in the Official Statement under the captions “THE MEFA FINANCING PROGRAM” and “MEFA EDUCATION LOAN PORTFOLIO” including: (I) Fixed Rate MEFA Loan Terms; (II) special redemption experience of MEFA fixed rate bonds; (III) contractual arrangements for origination and servicing of Issue L Loans and quantitative credit criteria; (IV) application and disbursement volume of MEFA Loans; (V) distribution of MEFA Loan volume by repayment option; (VI) Fixed Rate MEFA Loan Program historical application timing and cumulative approved applications; (VII) distribution of Fixed Rate MEFA Loans by Participating Institution (as defined in the Official Statement); (VIII) distribution of Fixed Rate MEFA Loans by undergraduate and graduate status; (IX) distribution of Fixed Rate MEFA Loans by Co-Borrower status; (X) Fixed Rate MEFA Loan Program delinquency experience; (xi) Fixed Rate MEFA Loan Program default experience; and (XII) Fixed Rate MEFA Loan Program static pool cohort default history; and

(b) Periodic Issue L Loan portfolio information of the type presented in the Official Statement under the caption “ISSUE L LOAN PORTFOLIO”; provided that the Issuer reserves the rights: (I) to alter the format in which such periodic information is presented; and (II) to make such periodic information available either by posting as part of, or in the same manner as, annual reports filed pursuant to this Agreement or, subject to compliance with this Agreement, by posting on a publicly accessible website;

and (iii) the information regarding amendments to this Agreement required pursuant to Sections 3.2(d) and (e) of this Agreement.

The descriptions contained in Section 4.1(1) hereof of financial information and operating data constituting Annual Financial Information are of general categories of financial information and operating data. When such descriptions include information that no longer can be generated because the operations to which it related have been materially changed or discontinued, a statement to that effect shall be provided in lieu of such information. Any Annual Financial Information containing modified financial information or operating data shall explain, in narrative form, the reasons for the modification and the impact of the modification on the type of financial information or operating data being provided.

(2) “Audited Financial Statements” means the annual financial statements, if any, of the Issuer, audited by such auditor as shall then be required or permitted by the laws of the Commonwealth or the Issue L Resolution. Audited Financial Statements shall be prepared in accordance with GAAP; provided, however, that pursuant to Sections 3.2(a) and (e) hereof, the Issuer may from time to time, if required by federal or Commonwealth legal requirements, modify the accounting principles to be followed in preparing its financial statements. The notice of any such modification required by Section 3.2(a) hereof shall include a reference to the specific federal or Commonwealth law or regulation describing such accounting principles, or other description thereof.

(3) “Commonwealth” means The Commonwealth of Massachusetts.

(4) “Counsel” means nationally recognized bond counsel or counsel expert in federal securities laws.

(5) “Financial Obligation” means (a) a debt obligation, (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (c) a guarantee of either clause (a) or (b) above. The term “Financial Obligation” shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

(6) “GAAP” means generally accepted accounting principles as prescribed from time to time for governmental units by the Governmental Accounting Standards Board, the Financial Accounting Standards Board, or any successor to the duties and responsibilities of either of them.

(7) “MSRB” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Agreement.

(8) “Notice Event” means any of the following events with respect to the Series 2019 Bonds, whether relating to the Issuer or otherwise:

(i) principal and interest payment delinquencies;

(ii) non-payment related defaults, if material;

(iii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iv) unscheduled draws on credit enhancements reflecting financial difficulties;

(v) substitution of credit or liquidity providers, or their failure to perform;

(vi) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2019 Bonds, or other material events affecting the tax status of the Series 2019 Bonds;

(vii) modifications to rights of Bondholders, if material;

(viii) Series 2019 Bond calls, if material, and tender offers;

(ix) defeasances;

(x) release, substitution, or sale of property securing repayment of the Series 2019 Bonds, if material;

(xi) rating changes;

(xii) bankruptcy, insolvency, receivership or similar event of the Issuer; for the purposes of the event identified in this clause (xii), the event is considered to occur when any of

the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under Commonwealth or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer;

(xiii) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) appointment of a successor or additional trustee or the change of name of a trustee, if material;

(xv) incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

(xvi) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

(9) “Official Statement” means the Official Statement dated May 2, 2019 of the Issuer relating to the Series 2019 Bonds.

(10) “Rule” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 CFR Part 240, § 240.15c2-12), as amended, as in effect on the date of this Agreement, including any official interpretations thereof issued either before or after the effective date of this Agreement which are applicable to this Agreement.

(11) “SEC” means the United States Securities and Exchange Commission.

(12) “Unaudited Financial Statements” means the same as Audited Financial Statements, except that they shall not have been audited.

(13) “Underwriters” shall have the same meaning as set forth in the Official Statement.

ARTICLE V

MISCELLANEOUS

Section 5.1. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed all as of the date first above written.

MASSACHUSETTS EDUCATIONAL
FINANCING AUTHORITY

By: _____
Name: _____
Title: _____

U.S. BANK NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Name: _____
Title: _____

APPENDIX F

WEIGHTED AVERAGE LIFE ANALYSIS OF THE SENIOR 2019A TERM BONDS AND THE SENIOR 2019B TERM BONDS

The following information with respect to the Senior 2019A Term Bonds and the Senior 2019B Term Bonds has been prepared by the Underwriters in consultation with the Authority. No representation is made by the Authority, the Underwriters or any of their respective agents concerning the actual average life of the Senior 2019A Term Bonds, the Senior 2019B Term Bonds or the Issue L Loans and how it compares to the various forward-looking average life estimates herein.

Prospective purchasers of the Senior 2019A Term Bonds and the Senior 2019B Term Bonds are urged to base their decisions whether to purchase the Senior 2019A Term Bonds or the Senior 2019B Term Bonds upon the purchaser's own determinations about anticipated rates of prepayments with respect to the Issue L Loans and the estimated weighted average life of the Senior 2019A Term Bonds and the Senior 2019B Term Bonds.

Prepayments of loans may be measured by a prepayment standard or model. The model used herein is the constant prepayment rate ("CPR") model. CPR represents a constant rate of prepayment on the Issue L Loans each month relative to the then outstanding aggregate principal balance of the Issue L Loans in repayment status for the life of such Issue L Loans.

The tables below indicates the Weighted Average Life ("WAL") of the (a) entire Senior 2019A Term Bonds based on the assumption that Issue L Loans allocable to the Senior 2019A Bonds prepay at the respective indicated percentages of CPR (the "CPR Prepayment Assumption Rates") and (b) entire Senior 2019B Term Bonds based on the assumption that Issue L Loans allocable to the Senior 2019B Bonds and the Subordinate 2019C Bonds prepay at the respective indicated CPR Prepayment Assumption Rates. It is unlikely that the Issue L Loans will prepay at any of the CPR Prepayment Assumption Rates presented, and the timing of changes in the rate of prepayments actually experienced on the Issue L Loans is unlikely to follow the pattern described for the CPR Prepayment Assumption Rates presented.

Each Weighted Average Life is likely to vary, perhaps significantly, from that set forth in the table below due to the differences between the actual rate of prepayments on the related Issue L Loans and the assumptions described herein.

Estimated Weighted Average Life of Senior 2019A Term Bonds

Prepayment Speed/Cash Flow Scenario	Estimated WAL (Years)	First Bond Retirement Date	Last Bond Retirement Date	Average Maturity Date
0% CPR	11.5	January 1, 2021	July 1, 2034	December 18, 2032
2% CPR	10.5	January 1, 2021	January 1, 2035	December 29, 2029
4% CPR	9.3	January 1, 2021	January 1, 2035	October 18, 2028
Base Case	8.6	January 1, 2021	January 1, 2035	January 22, 2028
6% CPR	8.3	January 1, 2021	January 1, 2035	October 5 2027
8% CPR	7.2	January 1, 2021	July 1, 2034	August 29, 2026
10% CPR	6.2	January 1, 2021	July 1, 2034	September 11, 2025

Estimated Weighted Average Life of Senior 2019B Term Bonds

Prepayment Speed/Cash Flow Scenario	Estimated WAL (Years)	First Bond Retirement Date	Last Bond Retirement Date	Average Maturity Date
0% CPR	10.6	January 1, 2021	July 1, 2032	February 4, 2030
2% CPR	9.1	January 1, 2021	July 1, 2031	July 29, 2028
4% CPR	7.7	January 1, 2021	January 1, 2031	February 11, 2027
Base Case	7.0	January 1, 2021	July 1, 2030	June 14, 2026
6% CPR	6.4	January 1, 2021	July 1, 2030	October 30, 2025
8% CPR	5.3	January 1, 2021	July 1, 2029	October 2, 2024
10% CPR	4.4	January 1, 2021	July 1, 2028	November 7, 2023

Weighted average lives (WALs) are influenced by, among other things, the initial parity ratio, cash releases, actual prepayments, bond interest rates, bond redemptions, reinvestment income, the future path of interest rates, MEFA loan interest rates and borrower repayment plans selected, the amount and timing of loans originated, including recycling, borrower delinquencies and defaults, default recoveries, program expenses, allocation of loans between applicable tax-exempt and taxable series, compliance with IRS yield restrictions and the issuance of Additional Bonds in the future under the Issue L Resolution. Actual results will vary from assumptions made in the base case. The following assumptions were used in estimating the weighted average lives of the Senior 2019A Term Bonds and the Senior 2019B Term Bonds:

1. WALs are computed from the expected Dated Date for the Series 2019 Bonds.
2. WALs assume the Authority releases cash in the amounts and at the times permitted under the transaction documents.
3. WALs assume the Authority uses excess revenue for new loan originations during the Recycling Period.
4. All scenarios except the Base Case assume a 0% default rate, no delinquencies, deferment or forbearance, and that the interest rates remain static at current levels.
5. The Base Case scenario assumes 5.0% CPR, a cumulative default rate of 5.0% with 50% recoveries, no deferment or forbearance, and interest rates remaining static at current levels.
6. Scenarios do not take into account any Additional Bonds that may be issued under the Issue L Resolution in the future.
7. WALs assume Senior Issue L Bonds are redeemed prorata within Series and all Senior Issue L Bonds are redeemed before Subordinate Issue L Bonds

See also the captions “REDEMPTIONS PROVISIONS—Mandatory Redemption from Excess Revenues,” “—Optional Redemption from Excess Revenues” and “—Availability and Application of Excess Revenues,” “INVESTMENT CONSIDERATIONS—Redemption of Series 2019 Bonds” and “THE MEFA FINANCING PROGRAM—Historical Program Financing Special Redemption Experience” in the body of this Official Statement.

mefa

Massachusetts Educational
Financing Authority



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