
In the Matter of the Rehabilitation of:

Case No. 10 CV 1576

Segregated Account of Ambac Assurance Corporation

**Motion for Approval of Two Partial Synthetic Commutations
of Policy Nos. AB1114BE, AB1115BE, AB0676BE and AB0900BE**

**By the Commissioner of Insurance of the State of Wisconsin,
as Rehabilitator of the Segregated Account of Ambac Assurance Corporation**

By this motion, the Commissioner of Insurance of the State of Wisconsin, as court-appointed rehabilitator (the “Rehabilitator”) of the Segregated Account (the “Segregated Account”) of Ambac Assurance Corporation (“Ambac”), requests court approval to carry out two, partial “synthetic” commutations of Financial Guaranty Policy Nos. AB1114BE, AB1115BE, AB0676BE and AB0900BE (the “Policies”). The Policies insure the payment of principal and interest on bonds (the “Underlying Insured Bonds”) backed by student loans held by the following securitization trusts: The National Collegiate Student Loan Trust 2007-3, The National Collegiate Student Loan Trust 2007-4, and The National Collegiate Master Student Loan Trust I (collectively, the “Original Trusts”). The transactions that resulted in the creation of the Original Trusts and the issuance of the Underlying Insured Bonds will be referred to as the “National Collegiate Transactions”. The liabilities of Ambac under the Policies have been allocated to the Segregated Account.

In support of this motion, the Rehabilitator states as follows:

1. The background facts relating to Ambac, its deterioration, the decision to create and allocate impaired policies to the Segregated Account, and the rehabilitation

of the Segregated Account are set forth in this Court's May 27, 2010 Findings of Fact and Conclusions of Law, and in the January 24, 2011 Plan Confirmation Order, which are incorporated herein by reference.

2. This motion relates to the form of alternate policy liability resolution procedure known as a "synthetic" commutation. Ambac's use of the synthetic commutation structure as a method for commuting policy exposures is described more fully in the Rehabilitator's August 11, 2011 Motion to Confirm Procedures for Resolving Claims Through Alternative Resolutions Including Synthetic Commutations and the Court's August 31, 2011 Order granting that motion.

3. With this motion, the Rehabilitator seeks approval of two synthetic commutations, one involving Goldman, Sachs & Co. ("Goldman") and certain parties with whom Goldman contracted, and the other involving Fortress Investment Group, LLC ("Fortress"),¹ to resolve the Segregated Account's liability to Goldman and Fortress with respect to the National Collegiate Transactions. As of October 25, 2011, Goldman and Fortress collectively hold 27.69% of the total outstanding principal balances of the Underlying Insured Bonds.

4. The Policies for the National Collegiate Transactions involve "long-tail" liability exposures. Under the Policies, Ambac guaranties current shortfalls of interest payments and ultimate payment of principal on the legal final maturity of the Underlying Insured Bonds. There are several maturity dates for the bonds within each Original Trust, however, March 2038 is the latest maturity date for bonds in The

¹ Hereafter, "Goldman" will be used to refer to both Goldman, Sachs & Co. and the affiliates or other parties with whom it contracted that are affected by this commutation, and "Fortress" will be used to refer to both Fortress Investment Group, LLC and any other entities related to it for purposes of the commutation.

National Collegiate Student Loan Trusts 2007-3 and 2007-4, and June 2043 is the latest maturity date for bonds in The National Collegiate Master Student Loan Trust I.

5. The two synthetic commutations will eliminate a significant percentage of the Segregated Account's total projected liabilities under the Policies. Under both synthetic commutations, the vast majority of the insured securities held by Goldman and Fortress will be placed in new trusts (the "Commutation Trusts") established specifically for their respective commutations. Each Commutation Trust will then issue two classes of new securities, one of which will be issued to various bondholders and will give them the right to continue to receive principal and interest payments funded by the issuer of the Underlying Insured Bonds (the "stripped" security). The second class of securities will be issued to Ambac and will entitle it to receive all payments the Segregated Account makes on the Policies with respect to the Goldman and Fortress bonds, subject to a Commutation Trust. This structure has the effect of "stripping" the Policy benefits from the underlying Goldman and Fortress bonds. Any claims payments the Segregated Account makes to the Original Trusts in connection with the underlying insured bonds will be returned to Ambac, effectively making a "round trip" (the "insured" security).

6. The primary benefit of the synthetic commutation structure is that it allows the Segregated Account to negotiate commutations with subsets of holders of the Underlying Insured Bonds. Because the bonds are held by a large number of entities and individuals, it has been impractical to date to negotiate a full commutation of the Policies that will be acceptable to all of the bondholders.

7. As discussed in the Rehabilitator's accompanying Motion to Present *In Camera* Evidence regarding the pricing for these two commutations, the Rehabilitator believes it is in the best interest of the Segregated Account to limit disclosure of information relating to the prices being paid to Goldman and Fortress for these commutations to the Court, because public disclosure would adversely affect the Rehabilitator's negotiation of future commutations of the Policies and might affect trading of the Underlying Insured Bonds. The Rehabilitator is currently negotiating a third partial synthetic commutation of the Policies and hopes to negotiate similar synthetic commutations with other holders of Underlying Insured Bonds in the near future. In all such negotiations, the Rehabilitator strives to obtain the best price possible for the Segregated Account based on the types of bonds each counterparty holds and any other factors that may affect the price they deem acceptable. In the Goldman and Fortress commutations, this resulted in the Segregated Account paying different prices for each transaction. Publicly disclosing information relating to the prices being paid to Goldman and Fortress will cause other bondholders to insist on receiving the highest price paid by the Segregated Account for all future commutations of the Policies, resulting in a meaningful reduction of the claims-paying resources available to other Segregated Account policyholders. In addition, because all of the insured bonds are publicly traded, disclosure of commutation prices could cause trading and disclosure concerns. The Rehabilitator is offering to present evidence and testimony regarding the pricing of these commutations *in camera*, so the Court can confirm that the amounts being paid are in the best interest of Segregated Account policyholders and the general public.

8. The Rehabilitator can publicly disclose that both commutations involve only payments of cash, rather than cash and surplus notes. Also, for both commutations, the amount of cash being paid each to Goldman and Fortress is less than the total value of the cash and surplus notes that the Rehabilitator expects to pay under the current Plan of Rehabilitation, based upon the estimated current market price of the surplus notes and a 5.1% discount rate. Additionally, the cash being paid in each of these commutations is a smaller percentage of the Rehabilitator's projected losses for the relevant insured bonds than was the case for the "AAArdvark IV" commutation recently approved by this Court without objection. In the AAArdvark IV commutation, the commutation price represented 28.5% of the Rehabilitator's estimate of the total projected claims under the AAArdvark IV Policy using a straight average of base case and stress case loss estimates, discounted to present value. *See* Sept. 28, 2011 Motion to Approve Commutation of Policy No. AB1029BE at ¶ 5.

9. Each of the synthetic commutations also involve payments by the Segregated Account of more than \$10 million. As a result, the Rehabilitator is seeking approval of this Court, consistent with the procedure described in the Rehabilitator's August 11, 2011 Motion to Confirm Procedures for Resolving Claims Through Alternative Resolutions Including Synthetic Commutations.

10. Attached to this motion are copies of the following transaction documents for each commutation: 1) Class I Consideration Letter ("Consideration Letter") at Exhibits A-C; 2) National Collegiate 2007-3 Class A-3AR3 Commutation Trust Purchase Agreements ("Purchase Agreement") at Exhibits D and E; and 3) National Collegiate Student Loan Trust 2007-3 Reimbursement Amounts Collection Account

Agreement (“Reimbursement Agreement”) at Exhibit F. For each commutation, there are separate Purchase Agreements for each Commutation Trust. For each Original Trust, there is one Reimbursement Agreement that governs both commutations. All of the Purchase Agreements and Reimbursement Agreements are substantially identical, and the documents attached to this motion are intended to be representative of the other documents for each transaction.

11. Each Consideration Letter addresses the amount to be paid by the Segregated Account for the commutation. The attached Consideration Letters are redacted to remove the amounts being paid.

12. Each Purchase Agreement provides for Ambac’s purchase of the new securities that will allow it to receive future Policy claims payments.

13. Each Reimbursement Agreement details the allocation of any future reimbursements that may be received as a result of claims paid by the Segregated Account. In the National Collegiate Transactions, Ambac is entitled to be reimbursed by the issuer of the Underlying Insured Bonds for any claims paid by Ambac or the Segregated Account. As part of these commutations, Ambac and the Segregated Account have agreed to transfer to the stripped certificate holders the portion of such reimbursements related to the claims payments that will be “round-tripped” to Ambac in the future as a result of these commutations.

14. The Rehabilitator believes that both commutations are in the best interest of Segregated Account policyholders for two primary reasons. First, as discussed above, the amounts being paid are more favorable than the amounts the Rehabilitator expects to pay under the current Plan of Rehabilitation with respect to the insured

liabilities associated with the bonds held by Goldman and Fortress. As a result, the Rehabilitator believes the commutations will result in more claims-paying resources being available for other Segregated Account policyholders. Second, the Policies insure long-term bonds backed by private student loans, which have demonstrated relatively high loss volatility. As a result, commuting significant portions of the Policies mitigates against the risk that losses on the Policies will be much higher in the long-term than currently projected.

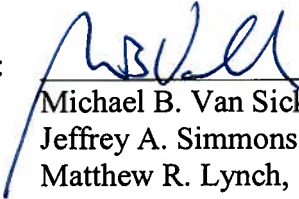
15. The Segregated Account's commutation with Goldman is final, subject to this Court's approval. The Fortress commutation is expected to close today, and will also be subject to this Court's approval. Both agreements permit Goldman and Fortress to void the commutations if the Court does not grant this motion by November 23, 2011.

For the reasons stated above the Rehabilitator requests that the Court grant this motion and approve the Rehabilitator's proposed partial synthetic commutations of the Segregated Account's liability to Goldman and Fortress under Policy Nos. AB1114BE, AB1115BE, AB0676BE and AB0900BE.

Dated this 28th day of October,
2011.

FOLEY & LARDNER LLP

By:


Michael B. Van Sicklen, SBN 1017827
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*Attorneys for Commissioner of Insurance of
the State of Wisconsin. as Rehabilitator of the
Segregated Account of Ambac Assurance
Corporation*

EXHIBIT A

CLASS I CONSIDERATION LETTER AGREEMENT

October 19, 2011

Fayette Road ABS Corp.
c/o Global Securitization Services, LLC
114 West 47th Street, Suite 2310
New York, New York 10036

Ladies and Gentlemen:

Reference is hereby made to (i) the purchase agreements listed on Schedule A hereto (collectively, the "Purchase Agreements") and (ii) the amended and restated trust agreements listed on Schedule B hereto (collectively, the "Amended Trust Agreements").

Pursuant to Section 3.1 of each of the Purchase Agreements, and in satisfaction of Section 11.01(a)(ii) of each of the Amended Trust Agreements, the Segregated Account of Ambac Assurance Corporation established on March 24, 2010 pursuant to Wisconsin Statute § 611.24 (the "Segregated Account") hereby agrees, subject to, and upon the occurrence of, the Class I Consideration Effective Date (as defined below) to pay to or at the direction of Fayette Road ABS Corp. (the "Depositor") the total amount of U.S. (the "Class I Consideration"). For purposes hereof, the "Class I Consideration Effective Date" shall mean the earliest date on which the Purchase Agreement Effective Date (as defined in each Purchase Agreement) has occurred under all of the Purchase Agreements. Notwithstanding the foregoing, the parties confirm and agree that if the Class I Consideration Effective Date shall not have occurred by November 23, 2011, then this Letter Agreement shall automatically be deemed null and void and of no further force and effect.

THIS CLASS I CONSIDERATION LETTER AGREEMENT (THIS "LETTER AGREEMENT") AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES; *PROVIDED*, THAT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(1) SUBMITS ITSELF AND ITS PROPERTY TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE CIRCUIT COURT OF THE STATE OF WISCONSIN LOCATED IN THE COUNTY OF DANE; *PROVIDED* THAT, SOLELY WITH RESPECT TO ANY CLAIM, ACTION, OR PROCEEDING BROUGHT BY IT AGAINST THE SEGREGATED ACCOUNT OR AMBAC ASSURANCE CORPORATION, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE CIRCUIT COURT OF THE STATE OF WISCONSIN LOCATED IN THE COUNTY OF DANE;

(2) CONSENTS THAT ANY ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY OR ARISING FROM, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN RESPECT OF, THIS LETTER AGREEMENT MAY BE BROUGHT IN SUCH COURT;

(3) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(4) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT, SUBJECT TO CLAUSE (1) ABOVE, THE RIGHT TO SUE IN ANY OTHER JURISDICTION; and

(5) IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT IN RESPECT OF ANY OF THE FOREGOING.

This Letter Agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and which counterparts together shall constitute but one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Letter Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

THE SEGREGATED ACCOUNT OF AMBAC ASSURANCE CORPORATION,

By: Ambac Assurance Corporation, as Management Services Provider

By: _____
Name:
Title:

FAYETTE ROAD ABS CORP.

By: _____
Name:
Title:

SCHEDULE A

(PURCHASE AGREEMENTS)

- (i) that certain National Collegiate 2007-3 Class A-3L Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac Assurance Corporation (“Ambac”), the Segregated Account and the Depositor;
- (ii) that certain National Collegiate 2007-3 Class A-3AR3 Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (iii) that certain National Collegiate 2007-3 Class A-3AR4 Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (iv) that certain National Collegiate 2007-4 Class A-2AR4 Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (v) that certain National Collegiate 2007-4 Class A-3L Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (vi) that certain National Collegiate 2007-4 Class A-3AR2 Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (vii) that certain National Collegiate 2007-4 Class A-3AR3 Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (viii) that certain National Collegiate 2007-4 Class A-3AR4 Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac, the Segregated Account and the Depositor; and
- (ix) that certain National Collegiate Master Student Loan Trust I Class 2003-AR-13 Commutation Trust Purchase Agreement, dated as of October 14, 2011, by and among Ambac, the Segregated Account and the Depositor.

SCHEDULE B

(AMENDED TRUST AGREEMENTS)

- (i) that certain Amended and Restated National Collegiate 2007-3 Class A-3L Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (ii) that certain Amended and Restated National Collegiate 2007-3 Class A-3AR3 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (iii) that certain Amended and Restated National Collegiate 2007-3 Class A-3AR4 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (iv) that certain Amended and Restated National Collegiate 2007-4 Class A-2AR4 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (v) that certain Amended and Restated National Collegiate 2007-4 Class A-3L Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (vi) that certain Amended and Restated National Collegiate 2007-4 Class A-3AR2 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (vii) that certain Amended and Restated National Collegiate 2007-4 Class A-3AR3 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (viii) that certain Amended and Restated National Collegiate 2007-4 Class A-3AR4 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee,

Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee; and

- (ix) that certain Amended and Restated National Collegiate Master Student Loan Trust I Class 2003-AR-13 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee.

EXHIBIT B

CLASS I CONSIDERATION LETTER AGREEMENT

October [___], 2011

FCDB SLABS 2010-1 LLC
[ADDRESS]

Ladies and Gentlemen:

Reference is hereby made to (i) the purchase agreements listed on Schedule A hereto (collectively, the "Purchase Agreements") and (ii) the amended and restated trust agreements listed on Schedule B hereto (collectively, the "Amended Trust Agreements").

Pursuant to Section 3.1 of each of the Purchase Agreements, and in satisfaction of Section 11.01(a)(v) of each of the Amended Trust Agreements, the Segregated Account of Ambac Assurance Corporation established on March 24, 2010 pursuant to Wisconsin Statute § 611.24 hereby agrees, subject to, and upon the occurrence of, the Class I Consideration Effective Date (as defined below) to pay to FCDB SLABS 2010-1 LLC (the "Depositor") the total amount of U.S. (the "Class I Consideration"). For purposes hereof, the "Class I Consideration Effective Date" shall mean the earliest date on which the Purchase Agreement Effective Date (as defined in each Purchase Agreement) has occurred under all of the Purchase Agreements. Notwithstanding the foregoing, the parties confirm and agree that if the Class I Consideration Effective Date shall not have occurred by November 23, 2011, then this letter agreement shall automatically be deemed null and void and of no further force and effect.

THIS LETTER AGREEMENT AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF; PROVIDED THAT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(1) SUBMITS ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE CIRCUIT COURT OF THE STATE OF WISCONSIN LOCATED IN THE COUNTY OF DANE AND APPELLATE COURTS THEREOF;

(2) CONSENTS THAT ANY ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY OR ARISING FROM, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN RESPECT OF, THIS LETTER AGREEMENT MAY BE BROUGHT IN SUCH COURTS;

(3) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN ANY SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(4) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT, SUBJECT TO CLAUSE (1) ABOVE, THE RIGHT TO SUE IN ANY OTHER JURISDICTION; and

(5) IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT IN RESPECT OF ANY OF THE FOREGOING.

This letter agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and which counterparts together shall constitute but one and the same instrument.

[Signature pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Class I Consideration Letter Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

THE SEGREGATED ACCOUNT OF AMBAC ASSURANCE CORPORATION,

By: Ambac Assurance Corporation, as
Management Services Provider

By: _____
Name:
Title:

FCDB SLABS 2010-1 LLC

By: _____
Name:
Title:

SCHEDULE A

(PURCHASE AGREEMENTS)

- (i) that certain National Collegiate Master Student Loan Trust I Class 2003-AR-13 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (ii) that certain National Collegiate Master Student Loan Trust I Class 2003-AR-14 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (iii) that certain National Collegiate Master Student Loan Trust I Class 2003-AR-15 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (iv) that certain National Collegiate Master Student Loan Trust I Class 2003-AR-16 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (v) that certain National Collegiate 2007-3 Class A-3A3 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (vi) that certain National Collegiate 2007-3 Class A-3A4 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (vii) that certain National Collegiate 2007-3 Class A-3A5 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (viii) that certain National Collegiate 2007-3 Class A-3A7 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (ix) that certain National Collegiate 2007-4 Class A-2A4 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (x) that certain National Collegiate 2007-4 Class A-3A3 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;
- (xi) that certain National Collegiate 2007-4 Class A-3A4 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor;

- (xii) that certain National Collegiate 2007-4 Class A-3A6 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor; and
- (xiii) that certain National Collegiate 2007-4 Class A-3A7 Commutation Trust Purchase Agreement, dated as of _____, 2011, by and among Ambac, the Segregated Account and the Depositor.

SCHEDULE B

(AMENDED TRUST AGREEMENTS)

- (i) that certain Amended and Restated National Collegiate Master Student Loan Trust I Class 2003-AR-13 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (ii) that certain Amended and Restated National Collegiate Master Student Loan Trust I Class 2003-AR-14 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (iii) that certain Amended and Restated National Collegiate Master Student Loan Trust I Class 2003-AR-15 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (iv) that certain Amended and Restated National Collegiate Master Student Loan Trust I Class 2003-AR-16 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (v) that certain Amended and Restated National Collegiate 2007-3 Class A-3A3 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (vi) that certain Amended and Restated National Collegiate 2007-3 Class A-3A4 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (vii) that certain Amended and Restated National Collegiate 2007-3 Class A-3A5 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner

Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;

- (viii) that certain Amended and Restated National Collegiate 2007-3 Class A-3A7 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (ix) that certain Amended and Restated National Collegiate 2007-4 Class A-2A4 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (x) that certain Amended and Restated National Collegiate 2007-4 Class A-3A3 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (xi) that certain Amended and Restated National Collegiate 2007-4 Class A-3A4 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee;
- (xii) that certain Amended and Restated National Collegiate 2007-4 Class A-3A6 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee; and
- (xiii) that certain Amended and Restated National Collegiate 2007-4 Class A-3A7 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee.

EXHIBIT C

CLASS I CONSIDERATION LETTER AGREEMENT

October 28, 2011

DBW SLABS 2011-1 LLC
c/o Fortress Investment Group
1345 Avenue of the Americas
New York, New York 10105
Attention: Constantine Dakolias

with a copy to:

DBW SLABS 2011-1 LLC
c/o Fortress Investment Group
1 Market Street Spear Tower, 42nd Floor
San Francisco, CA 94105
Attention: James K. Noble III

Ladies and Gentlemen:

Reference is hereby made to (i) the purchase agreement listed on Schedule A hereto (the "Purchase Agreement") and (ii) the amended and restated trust agreement listed on Schedule B hereto (the "Amended Trust Agreement").

Pursuant to Section 3.1 of the Purchase Agreement, and in satisfaction of Section 11.01(a)(v) of the Amended Trust Agreement, the Segregated Account of Ambac Assurance Corporation established on March 24, 2010 pursuant to Wisconsin Statute § 611.24 hereby agrees, subject to, and upon the occurrence of, the Class I Consideration Effective Date (as defined below) to pay to DBW SLABS 2011-1 LLC (the "Depositor") the total amount of U.S. (the "Class I Consideration"). For purposes hereof, the "Class I Consideration Effective Date" shall mean the date on which the Purchase Agreement Effective Date (as defined in the Purchase Agreement) has occurred under the Purchase Agreement. Notwithstanding the foregoing, the parties confirm and agree that if the Class I Consideration Effective Date shall not have occurred by November 23, 2011, then this letter agreement shall automatically be deemed null and void and of no further force and effect.

THIS LETTER AGREEMENT AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF; PROVIDED THAT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.

EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(1) SUBMITS ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE CIRCUIT COURT OF THE STATE OF WISCONSIN LOCATED

IN THE COUNTY OF DANE;

(2) CONSENTS THAT ANY ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY OR ARISING FROM, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN RESPECT OF, THIS LETTER AGREEMENT MAY BE BROUGHT IN SUCH COURT;

(3) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(4) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT, SUBJECT TO CLAUSE (1) ABOVE, THE RIGHT TO SUE IN ANY OTHER JURISDICTION; and

(5) IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS LETTER AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT IN RESPECT OF ANY OF THE FOREGOING.

This letter agreement may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and which counterparts together shall constitute but one and the same instrument.

[Signature pages Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Class I Consideration Letter Agreement to be duly executed by their respective officers hereunto duly authorized, as of the day and year first above written.

THE SEGREGATED ACCOUNT OF AMBAC
ASSURANCE CORPORATION,

By: Ambac Assurance Corporation, as
Management Services Provider

By: _____
Name:
Title:

DBW SLABS 2011-1 LLC

By: _____
Name:
Title:

SCHEDULE A

(PURCHASE AGREEMENT)

That certain National Collegiate II 2007-4 Class A-2-AR-4 Commutation Trust Purchase Agreement, dated as of October 28, 2011, by and among Ambac, the Segregated Account and the Depositor.

SCHEDULE B

(AMENDED TRUST AGREEMENT)

That certain Amended and Restated National Collegiate II 2007-4 Class A-2-AR-4 Commutation Trust Agreement, being entered into concurrently herewith, by and among Ambac, the Depositor, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee.

EXHIBIT D

**NATIONAL COLLEGIATE 2007-3 CLASS A-3AR3 COMMUTATION TRUST
PURCHASE AGREEMENT**

PURCHASE AGREEMENT, dated this 21st day of October, 2011 (this "Agreement"), by and among Fayette Road ABS Corp. (the "Depositor"), Ambac Assurance Corporation ("Ambac"), and the Segregated Account of Ambac Assurance Corporation established on March 24, 2010 pursuant to Wisconsin Statute § 611.24 (the "Segregated Account").

RECITALS

WHEREAS, the Depositor, U.S. Bank National Association, as Owner Trustee (in such capacity, the "Owner Trustee"), and U.S. Bank Trust National Association, as Delaware Trustee (in such capacity, the "Delaware Trustee"), are parties to that certain National Collegiate 2007-3 Class A-3AR3 Commutation Trust Agreement, dated as of October 14, 2011 (the "Original Trust Agreement"); and

WHEREAS, pursuant to the Original Trust Agreement, a statutory trust was established under the Delaware Statutory Trust Act, Chapter 38 of Title 12 of the Delaware Code, 12 Del. Code § 3801 *et seq.* (the "Trust"); and

WHEREAS, concurrently herewith, the Depositor, Ambac, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar, and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee, are entering into that certain Amended And Restated National Collegiate 2007-3 Class A-3AR3 Commutation Trust Agreement (the "Amended Trust Agreement") that shall amend, restate, and supersede in its entirety the Original Trust Agreement on the terms therein; and

WHEREAS, the Amended Trust Agreement provides for the Trust to issue Class O Securities and Class I Securities, as defined, and on the terms described, therein; and

WHEREAS, the Depositor has agreed to enter into the Amended Trust Agreement and to sell, assign, and deliver all of its rights, title and interest in and to the Owned Bonds (together with all rights, remedies, and priorities with respect thereto) to the Trust (to be allocated between the Class I Trust Account and the Class O Trust Account as set forth in the Amended Trust Agreement) in exchange for (a) the Trust's issuance of the Class O Securities and its delivery of the initial Class O Certificate to, or at the direction of, the Depositor, (b) the Trust's issuance of the Class I Securities and its delivery of the initial Class I Certificate to Ambac, (c) Ambac's entry into the Amended Trust Agreement, (d) the Segregated Account's payment to or at the direction of the Depositor of the Class I Consideration (as defined herein), and (e) Ambac's and the Segregated Account's entry into the Collection Account Agreement and the allocation of the rights of the Trust under the Collection Account Agreement to the Class O Trust Account under the Amended Trust Agreement; and

WHEREAS, Ambac has agreed, in consideration of (a) the Depositor's sale of the Owned Bonds to the Trust (to be allocated between the Class I Trust Account and the Class O Trust Account as set forth in the Amended Trust Agreement), (b) the Depositor's entry into the Amended Trust Agreement and (c) the Trust's issuance of the Class I Securities and its delivery of the initial Class I Certificate to Ambac, to (x) enter into the Amended Trust Agreement and (y) enter into the Collection Account Agreement; and

WHEREAS, the Segregated Account has agreed, in consideration of (a) the Depositor's sale of the Owned Bonds to the Trust (to be allocated between the Class I Trust Account and the Class O Trust Account as set forth in the Amended Trust Agreement), (b) the Depositor's entry into the Amended Trust Agreement and (c) the Trust's issuance of the Class I Securities and its delivery of the initial Class I Certificate to Ambac, to (x) pay to the Depositor the Class I Consideration and (y) enter into the Collection Account Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I DEFINITIONS

1.1. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Annex of Defined Terms attached as Schedule 3 to the Amended Trust Agreement and all terms used shall be subject to the rules of construction described in Section 1.02 of the Amended Trust Agreement.

1.2. "Class I Consideration" means the "Class I Consideration" as defined in the Class I Consideration Letter Agreement.

1.3. "Class I Consideration Letter Agreement" means that certain "Class I Consideration Letter Agreement" being entered into by and between the Segregated Account and the Depositor concurrently herewith, setting forth the "Class I Consideration" and other matters referred to therein.

1.4. "Collection Account Agreement" means the The National Collegiate Student Loan Trust 2007-3 Collection Account Agreement, dated as of October 21, 2011, by and among U.S Bank National Association, as the Collection Agent, Ambac, the Segregated Account, and the Joined Parties, as in effect from time to time, providing for the allocation of Reimbursement Amounts (as defined in the Collection Account Agreement) among Ambac, the Trust and the other Joined Parties.

1.5. "Collection Agent" means U.S Bank National Association, as the Collection Agent under (and as defined in) the Collection Account Agreement.

1.6. "Direction Letter" means a direction letter, substantially in the form attached as Exhibit II to the Collection Account Agreement, directing the Underlying Issuer, the Underlying Trustee, and the Administrator (as defined in the Insurance Agreement) to pay all Reimbursement Amounts to the Collection Agent.

1.7. “Insurance Agreement” means that certain Insurance and Indemnity Agreement, dated as of September 20, 2007, by and among The First Marblehead Corporation, First Marblehead Data Services, Inc., as Administrator (the “Administrator”), U.S. Bank National Association, as Indenture Trustee, The National Collegiate Student Loan Trust 2007-3, as Issuer, and Ambac, as Note Insurer, as in effect and amended and/or supplemented from time to time.

1.8. “Policy” means, collectively, the financial guaranty policy no. AB1114BE and surety bond(s) (if any), relating to all of the Owned Bonds, as amended and/or supplemented from time to time in accordance with the provisions thereof.

ARTICLE II CONDITIONS TO EFFECTIVE DATE

2.1. The obligation of Ambac and the Segregated Account to purchase and pay for the Class I Certificates, and the Depositor's direction to the Trust to issue the initial Class I Certificate and the Class O Certificates to the purchasers thereof shall become effective on the first date (the “Purchase Agreement Effective Date”) on which each of the following conditions is satisfied:

(a) Ambac, the Segregated Account and the Depositor have each received a copy of this Agreement duly executed by each other party hereto;

(b) Ambac, the Segregated Account, and the Depositor have each received a copy of the Class I Consideration Letter Agreement duly executed by each party thereto; and

(c) The Effective Date (as defined in the Amended Trust Agreement) has occurred.

2.2. The parties confirm and agree that if the Purchase Agreement Effective Date has not occurred by November 23, 2011, then this Agreement shall automatically be deemed null and void and of no further force and effect.

ARTICLE III CLASS I CONSIDERATION

3.1. Payment of Class I Consideration. Upon the terms and subject to, and simultaneous with the satisfaction of each of the other provisions and conditions of this Agreement and the Class I Consideration Letter Agreement, the Segregated Account shall, on the Effective Date, pay to or at the direction of the Depositor the Class I Consideration in immediately available funds in accordance with written instructions provided by the Depositor.

3.2. Depositor's Acknowledgement of No Interest in Class I Securities. The Depositor acknowledges and agrees that the Class I Consideration was paid in consideration for the issuance of the Class I Securities, and the delivery of the initial Class I Certificate to Ambac and that, upon the Trust's issuance of the Class I Securities, and the delivery of the initial Class I

Certificate to Ambac pursuant to the Amended Trust Agreement, the Depositor shall have no rights, title or interest in the Class I Securities.

3.3. Ambac's Acknowledgement of No Interest in Class O Securities. Ambac and the Segregated Account acknowledge and agree that the Owned Bonds were deposited in the Trust in consideration for the issuance of the Class O Securities to the Depositor and, at the direction of the Depositor, the delivery of the initial Class O Certificate to DTC and that, upon the Trust's issuance of the Class O Securities to the Depositor and, at the direction of the Depositor, the delivery of the initial Class O Certificate to DTC pursuant to the Amended Trust Agreement, Ambac and the Segregated Account shall have no rights, title or interest in the Class O Securities.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF THE DEPOSITOR

The Depositor hereby represents and warrants as of the Effective Date to Ambac and the Segregated Account as follows:

4.1. Authorization and Binding Effect. It has the power, authority and full right to sell, assign, and deliver all rights, title and interests of the Depositor in and to the Owned Bonds to the Trust pursuant to the Amended Trust Agreement. This Agreement has been duly executed and delivered and constitutes its legal and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

4.2. Compliance with Laws and Other Instruments. The execution and delivery by the Depositor of this Agreement, the consummation of the transactions contemplated hereby and the performance by the Depositor of its obligations hereunder, do not and will not conflict with, or result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under any other agreement to which such party is a party or by which such party is bound, other than breaches or defaults which would not have a material adverse effect on such party or the ability of such party to perform its obligations hereunder.

ARTICLE V REPRESENTATIONS AND WARRANTIES OF AMBAC

5.1. Authorization to Pay Class I Consideration. The Segregated Account hereby represents and warrants as of the Effective Date to the Depositor that it has the power, authority and full right to pay the Class I Consideration to the Depositor pursuant to this Agreement.

5.2. Authorization and Binding Effect. Ambac and the Segregated Account each hereby represents and warrants as of the Effective Date to the Depositor that this Agreement has been duly executed and delivered and constitutes its legal and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to

enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

5.3. Compliance with Laws and Other Instruments. Ambac and the Segregated Account each hereby represents and warrants as of the Effective Date to the Depositor that its execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the performance by it of its obligations hereunder, do not and will not conflict with, or result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under any other agreement to which such party is a party or by which such party is bound, other than breaches or defaults which would not have a material adverse effect on such party or the ability of such party to perform its obligations hereunder.

ARTICLE VI MISCELLANEOUS

6.1. Confidentiality. Each of the parties hereto shall maintain and shall cause each of its employees and officers to maintain the confidentiality of this Agreement and the Class I Consideration Letter Agreement and other confidential proprietary information with respect to the other parties hereto and their respective businesses obtained by it or them in connection with the structuring, negotiating and execution of the transactions contemplated herein, except that each such party and its officers and employees may disclose this Agreement and/or such information as follows:

- (a) to any governmental or regulatory agencies (including, but not limited to, the Securities and Exchange Commission), and any advisors thereof, with authority over such party, and to any rating agencies, in each case to the extent requested by them or, if such party determines it is advisable to provide them with such information, if such party informs them of the confidential nature of such information;
- (b) to the extent required by applicable law, rule or regulation, applicable accounting requirements or order of any judicial or administrative proceeding;
- (c) in connection with any action to enforce this Agreement or any provision of this Agreement or in connection with any proceeding that might involve this Agreement or any provision of this Agreement;
- (d) to the extent such information shall be in the public domain without breach by any party of its obligation hereunder; and
- (e) in the case of Ambac and the Segregated Account, (A) to a reinsurer of Ambac and/or the Segregated Account prior to the date hereof or (B) to a reinsurer of Ambac and/or the Segregated Account on or after the date hereof to the extent such disclosure is necessary for Ambac to obtain payment under its reinsurance agreements and, in each case, such reinsurer is subject to confidentiality restrictions prohibiting it from disclosing such information to third parties, subject to customary exceptions.

6.2. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by either party hereto in connection with the transactions contemplated by this Agreement shall survive the Effective Date, notwithstanding any inquiry or investigation at any time made by or on behalf of either party.

6.3. No Waivers; Amendments. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Depositor and Ambac.

6.4. Successors and Assigns. The rights and obligations of the parties hereto under this Agreement may not be assigned, pledged or hypothecated by any party hereto without the express written consent of the other parties hereto. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

6.5. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

6.6. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

6.7. **GOVERNING LAW; CONSENT TO JURISDICTION.**

(a) **THIS AGREEMENT AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES; PROVIDED THAT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.**

(b) **EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:**

- i. **SUBMITS ITSELF AND ITS PROPERTY TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE CIRCUIT COURT OF THE STATE OF WISCONSIN LOCATED IN THE COUNTY OF DANE PROVIDED THAT, SOLELY WITH RESPECT TO ANY CLAIM, ACTION, OR PROCEEDING BROUGHT BY IT AGAINST THE SEGREGATED ACCOUNT OR AMBAC, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS ITSELF AND ITS PROPERTY**

**TO THE EXCLUSIVE GENERAL JURISDICTION OF THE
CIRCUIT COURT OF THE STATE OF WISCONSIN LOCATED
IN THE COUNTY OF DANE;**

- ii. **CONSENTS THAT ANY ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY OR ARISING FROM, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN RESPECT OF, THIS AGREEMENT MAY BE BROUGHT IN SUCH COURT;**
- iii. **WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;**
- iv. **AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT, SUBJECT TO CLAUSE (i) ABOVE, THE RIGHT TO SUE IN ANY OTHER JURISDICTION; AND**
- v. **IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT IN RESPECT OF ANY OF THE FOREGOING.**

6.8. Further Assurances. Each party hereto shall cooperate and shall take such further action (the reasonable costs of which shall be borne by the requesting party) and shall execute and deliver such further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

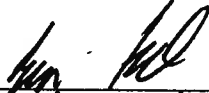
6.9. Waiver of Jury Trial. Each of the parties to this Agreement hereby irrevocably waives all right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or the transactions contemplated hereby.

6.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

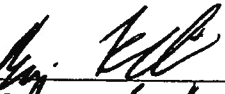
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AMBAC ASSURANCE CORPORATION,

By: 
Name: Brian Teit
Title: Managing Director

THE SEGREGATED ACCOUNT OF AMBAC
ASSURANCE CORPORATION,

By: Ambac Assurance Corporation, as
Management Services Provider

By: 
Name: Brian Teit
Title: Managing Director

FAYETTE ROAD ABS CORP.,
as the Depositor

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AMBAC ASSURANCE CORPORATION,

By: _____
Name:
Title:

THE SEGREGATED ACCOUNT OF AMBAC
ASSURANCE CORPORATION,

By: Ambac Assurance Corporation, as
Management Services Provider

By: _____
Name:
Title:

FAYETTE ROAD ABS CORP.,
as the Depositor

By: Frank B. Bilotta
Name: Frank B. Bilotta
Title: President

EXHIBIT E

**NATIONAL COLLEGIATE II 2007-3 CLASS A-3-AR-3 COMMUTATION TRUST
PURCHASE AGREEMENT**

PURCHASE AGREEMENT, dated this 28th day of October, 2011 (this "Agreement"), by and among FCDB SLABS 2010-1 LLC (the "Depositor"), Ambac Assurance Corporation ("Ambac"), and the Segregated Account of Ambac Assurance Corporation established on March 24, 2010 pursuant to Wisconsin Statute § 611.24 (the "Segregated Account").

RECITALS

WHEREAS, the Depositor, U.S. Bank National Association, as Owner Trustee (in such capacity, the "Owner Trustee"), and U.S. Bank Trust National Association, as Delaware Trustee (in such capacity, the "Delaware Trustee"), are parties to that certain National Collegiate II 2007-3 Class A-3-AR-3 Commutation Trust Agreement, dated as of October 28, 2011 (the "Original Trust Agreement");

WHEREAS, pursuant to the Original Trust Agreement, a statutory trust was established under the Delaware Statutory Trust Act, Chapter 38 of Title 12 of the Delaware Code, 12 Del. Code § 3801 *et seq.* (the "Trust");

WHEREAS, concurrently herewith, the Depositor, Ambac, U.S. Bank National Association, as Owner Trustee, Calculation Agent, Certificate Paying Agent, Certificate Registrar and Account Bank, and U.S. Bank Trust National Association, as Delaware Trustee, are entering into that certain Amended and Restated National Collegiate II 2007-3 Class A-3-AR-3 Commutation Trust Agreement (the "Amended Trust Agreement") that shall amend, restate, and supersede in its entirety the Original Trust Agreement on the terms therein;

WHEREAS, the Amended Trust Agreement provides for the Trust to issue Class O Certificates and Class I Certificates, as defined, and on the terms described, therein;

WHEREAS, the Depositor has agreed to enter into the Amended Trust Agreement and to sell, assign, and deliver all of its rights, title and interest in and to the Owned Bonds (together with all rights, remedies, and priorities with respect thereto) to the Trust in exchange for (a) the Trust's issuance of the Class O Certificates and its delivery of the initial Class O Certificate to the Depositor, (b) the Trust's issuance of the Class I Certificates and its delivery of the initial Class I Certificate to Ambac, (c) Ambac's entry into the Amended Trust Agreement, (d) the Segregated Account's payment to the Depositor of the Class I Consideration (as defined herein) and (e) Ambac's and the Segregated Account's entry into the Collection Account Agreement; and

WHEREAS, Ambac has agreed to enter into the Amended Trust Agreement and the Collection Account Agreement, and the Segregated Account has agreed to pay to the Depositor the Class I Consideration and enter into the Collection Account Agreement, in each case in consideration of (a) the Depositor's sale of the Owned Bonds to the Trust, (b) the Depositor's entry into the Amended Trust Agreement and (c) the Trust's issuance of the initial Class I Certificate to Ambac,

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I
DEFINITIONS

1.1. All capitalized terms not otherwise defined herein shall have the respective meanings set forth in the Annex of Defined Terms attached as Schedule 3 to the Amended Trust Agreement and all terms used shall be subject to the rules of construction described in Section 1.02 of the Amended Trust Agreement.

1.2. “Class I Consideration” means the “Class I Consideration” as defined in the Class I Consideration Letter Agreement.

1.3. “Class I Consideration Letter Agreement” means that certain “Class I Consideration Letter Agreement” being entered into by and between the Segregated Account and the Depositor concurrently herewith, setting forth the “Class I Consideration” and other matters referred to therein.

1.4. “Collection Account Agreement” means The National Collegiate Student Loan Trust 2007-3 Collection Account Agreement, dated as of October 21, by and among U.S. Bank National Association, as the Collection Agent, Ambac, the Segregated Account, and the Joined Parties, as in effect from time to time, providing for the allocation of Reimbursement Amounts (as defined in the Collection Account Agreement) among Ambac, the Trust and the other Joined Parties party thereto.

1.5. “Collection Agent” means U.S. Bank National Association, as the Collection Agent under (and as defined in) the Collection Account Agreement.

1.6. “Direction Letter” means a direction letter, substantially in the form attached as Exhibit II to the Collection Account Agreement, directing the Underlying Issuer, the Underlying Trustee and the Administrator (as defined in the Insurance Agreement) to pay all Reimbursement Amounts to the Collection Agent.

1.7. “Insurance Agreement” means that certain Insurance and Indemnity Agreement, dated as of September 20, 2007, by and among The First Marblehead Corporation, First Marblehead Data Services, Inc., as Administrator, U.S. Bank National Association, as Indenture Trustee, The National Collegiate Student Loan Trust 2007-3, as Issuer, and Ambac, as Note Insurer, as in effect and amended and/or supplemented from time to time.

ARTICLE II
CONDITIONS TO EFFECTIVE DATE

2.1. The obligation of Ambac and the Segregated Account to purchase and pay for the Class I Certificates shall become effective on the first date (the “Purchase Agreement Effective Date”) on which each of the following conditions is satisfied:

(a) Ambac, the Segregated Account and the Depositor have each received a copy of this Agreement duly executed by each other party hereto;

(b) Ambac and the Depositor have each received a copy of the Amended Trust Agreement duly executed by each of the other parties thereto;

(c) Ambac, the Segregated Account, and the Depositor have each received a copy of the Class I Consideration Letter Agreement duly executed by each party thereto; and

(d) The Effective Date (as defined in the Amended Trust Agreement) has occurred.

2.2. The parties confirm and agree that if the Purchase Agreement Effective Date has not occurred by November 23, 2011, then this Agreement shall automatically be deemed null and void and of no further force and effect.

ARTICLE III
CLASS I CONSIDERATION

3.1. Payment of Class I Consideration. Upon the terms and subject to, and simultaneous with the satisfaction of each of the other provisions and conditions of this Agreement and the Class I Consideration Letter Agreement, the Segregated Account shall, on the Effective Date, pay to the Depositor the Class I Consideration in immediately available funds. The payment of the Class I Consideration shall be effected by a wire transfer of U.S. Dollars to the following account:

| | |
|----------------------|--|
| Bank Name: | Wells Fargo Bank, NA |
| ABA: | 1210-0024-8 |
| Acct Name: | Corporate Trust Clearing Account |
| Account #: | 0001038377 |
| Further Credit Name: | FCDB SLABS 2010-1 LLC Collection Account |
| Further Credit Acct: | 80579000 |

3.2. Depositor's Acknowledgement of No Interest in Class I Securities. The Depositor acknowledges and agrees that (i) the Class I Consideration was paid in consideration for the issuance of the Class I Certificates and the delivery of the initial Class I Certificate to Ambac and (ii) upon the Trust's issuance of the Class I Certificates and the delivery of the initial Class I Certificate to Ambac pursuant to the Amended Trust Agreement, the Depositor shall have no rights, title or interest in the Class I Securities.

3.3. Ambac's Acknowledgement of No Interest in Class O Securities. Ambac and the Segregated Account acknowledge and agree that (i) the Owned Bonds were deposited in the Trust in consideration for the issuance of the Class O Certificates and the delivery of the initial Class O Certificate to the Depositor and (ii) upon the Trust's issuance of the Class O Certificates and the delivery of the initial Class O Certificate to the Depositor pursuant to the Amended Trust

Agreement, Ambac and the Segregated Account shall have no rights, title or interest in the Class O Securities.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE DEPOSITOR

The Depositor hereby represents and warrants as of the Effective Date to Ambac and the Segregated Account as follows:

4.1. Authorization and Binding Effect. It has the power, authority and full right to sell, assign, and deliver all rights, title and interests of the Depositor in and to the Owned Bonds to the Trust pursuant to the Amended Trust Agreement. This Agreement has been duly executed and delivered and constitutes its legal and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

4.2. Compliance with Laws and Other Instruments. The execution and delivery by the Depositor of this Agreement, the consummation of the transactions contemplated hereby and the performance by the Depositor of its obligations hereunder, do not and will not conflict with, or result in any breach of, or constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under any other agreement to which such party is a party or by which such party is bound, other than breaches or defaults which would not have a material adverse effect on such party or the ability of such party to perform its obligations hereunder.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF AMBAC
AND THE SEGREGATED ACCOUNT

5.1. Authorization to Pay Class I Consideration. The Segregated Account hereby represents and warrants as of the Effective Date to the Depositor that it has the power, authority and full right to pay the Class I Consideration to the Depositor pursuant to this Agreement.

5.2. Authorization and Binding Effect. Ambac and the Segregated Account each hereby represents and warrants as of the Effective Date to the Depositor that this Agreement has been duly executed and delivered and constitutes its legal and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or at law)).

5.3. Compliance with Laws and Other Instruments. Ambac and the Segregated Account each hereby represents and warrants as of the Effective Date to the Depositor that its execution and delivery by it of this Agreement, the consummation of the transactions contemplated hereby and the performance of its obligations hereunder, do not and will not conflict with, or result in any breach of, or constitute a default (or event which with the giving of

notice or lapse of time, or both, would become a default) under any other agreement to which it is a party or by which it is bound, other than breaches or defaults which would not have a material adverse effect on such party or the ability of such party to perform its obligations hereunder.

ARTICLE VI INDEMNIFICATION

6.1. Scope of Indemnification. The Depositor shall indemnify Ambac and the Segregated Account (and each of their respective officers, directors, employees, affiliates, and agents) (each an “Ambac Indemnified Party” and, collectively the “Ambac Indemnified Parties”) against any and all claims, losses and expenses as incurred by any such Ambac Indemnified Party (including all reasonable fees and disbursements of such Ambac Indemnified Party’s counsel and other reasonable out-of-pocket expenses incurred in connection with investigation of and preparation for any such pending or threatened claims and any resulting litigation or other proceedings) arising out of any violation of the Securities Act or any state or other applicable securities or “blue sky” laws in connection with the offer or sale by the Depositor of Class O Certificates to third party transferees; provided, however, such indemnification shall exclude any claim, loss or expense that arises out of or is based upon any action or failure to act by such Ambac Indemnified Party, other than an action or failure to act undertaken at the Depositor’s request or with the Depositor’s consent, that is found by final non-appealable judicial determination to constitute bad faith, willful misconduct or negligence on the part of such Ambac Indemnified Party.

6.2. Indemnification Procedures. Promptly after any Ambac Indemnified Party receives notice of the commencement of any claim, action or other proceeding in respect of which indemnification or reimbursement may be sought, such Ambac Indemnified Party shall notify the Depositor of the same, but the omission to so notify the Depositor shall not relieve the Depositor from any indemnification obligation unless such omission results in material prejudice to the Depositor. If any such action or other proceeding shall be brought against any Ambac Indemnified Party, the Depositor shall, upon written notice to such Ambac Indemnified Party, be entitled to assume the defense of such action or proceeding at the Depositor’s expense with counsel chosen by the Depositor; provided, that any Ambac Indemnified Party may participate in such action or proceeding and may at its own expense retain separate counsel in connection with such action or proceeding. Notwithstanding the foregoing, an Ambac Indemnified Party shall have the right to employ separate counsel at the Depositor’s expense if, in the reasonable opinion of counsel to such Ambac Indemnified Party, representation of such Ambac Indemnified Party and the Depositor, respectively, by different counsel would be necessary due to actual or potential conflict of interest between such Ambac Indemnified Party and the Depositor; provided, however, that in no event shall the Depositor be liable for more than one firm of attorneys (in addition to local counsel with respect to any jurisdiction in which local counsel may be required) for such Ambac Indemnified Party in any one legal action or group of related actions. In addition, no Ambac Indemnified Party shall settle any claims subject to indemnification under this Article VI without the Depositor’s prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed and neither party shall admit liability or culpability by the other party without such other party’s prior written consent.

ARTICLE VII
MISCELLANEOUS

7.1. Confidentiality. Each of the parties hereto shall maintain and shall cause each of its employees and officers to maintain the confidentiality of this Agreement and the Class I Consideration Letter Agreement and other confidential proprietary information with respect to the other parties hereto and their respective businesses obtained by it or them in connection with the structuring, negotiating and execution of the transactions contemplated herein, except that each such party and its officers and employees may disclose this Agreement and/or such information as follows:

(a) to any governmental or regulatory agencies, and any advisors thereof, with authority over such party, and to any rating agencies, in each case to the extent requested by them or, if such party determines it is advisable to provide them with such information, if such party informs them of the confidential nature of such information;

(b) to the extent required by applicable law, rule or regulation, applicable accounting requirements or order of any judicial or administrative proceeding;

(c) in connection with any action to enforce this Agreement or any provision of this Agreement or in connection with any proceeding that might involve this Agreement or any provision of this Agreement;

(d) to the extent such information shall be in the public domain without breach by any party of its obligation hereunder; and

(e) in the case of Ambac and the Segregated Account, (A) to a reinsurer of Ambac and/or the Segregated Account prior to the date hereof or (B) to a reinsurer of Ambac and/or the Segregated Account on or after the date hereof to the extent such disclosure is necessary for Ambac to obtain payment under its reinsurance agreements and such reinsurer is subject to confidentiality restrictions prohibiting it from disclosing such information to third parties, subject to customary exceptions.

7.2. Survival of Representations and Warranties. All representations and warranties contained herein or made in writing by either party hereto in connection with the transactions contemplated by this Agreement shall survive the Effective Date, notwithstanding any inquiry or investigation at any time made by or on behalf of either party.

7.3. No Waivers; Amendments. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed by the Depositor and Ambac.

7.4. Successors and Assigns. The rights and obligations of the parties hereto under this Agreement may not be assigned, pledged or hypothecated by any party hereto without the

express written consent of the other parties hereto. This Agreement shall be binding upon the parties hereto and their respective successors and permitted assigns.

7.5. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

7.6. Entire Agreement. This Agreement constitutes the entire agreement and understanding among the parties hereto with respect to the transactions contemplated hereby and supersedes any and all prior agreements and understandings, written or oral, relating to the subject matter hereof.

7.7. GOVERNING LAW; CONSENT TO JURISDICTION.

(a) THIS AGREEMENT AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF; PROVIDED THAT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.

(b) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(i) SUBMITS ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE CIRCUIT COURT OF THE STATE OF WISCONSIN LOCATED IN THE COUNTY OF DANE;

(ii) CONSENTS THAT ANY ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY OR ARISING FROM, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN RESPECT OF, THIS AGREEMENT MAY BE BROUGHT IN SUCH COURT;

(iii) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(iv) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT, SUBJECT TO CLAUSE (i) ABOVE, THE RIGHT TO SUE IN ANY OTHER JURISDICTION; AND

(v) IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM

**(WHETHER BASED ON CONTRACT, TORT OR OTHERWISE)
ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE
TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF
THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR
ENFORCEMENT IN RESPECT OF ANY OF THE FOREGOING.**

7.8. Further Assurances. Each party hereto shall cooperate and shall take such further action (the reasonable costs of which shall be borne by the requesting party) and shall execute and deliver such further documents as may be reasonably requested by the other party in order to carry out the provisions and purposes of this Agreement.

7.9. Waiver of Jury Trial. Each of the parties to this Agreement hereby irrevocably waives all right to a trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or the transactions contemplated hereby.

7.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

AMBAC ASSURANCE CORPORATION,

By: _____
Name:
Title:

THE SEGREGATED ACCOUNT OF AMBAC
ASSURANCE CORPORATION,

By: Ambac Assurance Corporation, as
Management Services Provider

By: _____
Name:
Title:

FCDB SLABS 2010-1 LLC,
as the Depositor

By: _____
Name:
Title:

EXHIBIT F

**THE NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3 REIMBURSEMENT
AMOUNTS COLLECTION ACCOUNT AGREEMENT**

This THE NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3 REIMBURSEMENT AMOUNTS COLLECTION ACCOUNT AGREEMENT, dated as of October 21, 2011 (as amended, restated, supplemented and otherwise modified from time to time, the "Agreement"), is by and among:

- (1) **U.S. BANK NATIONAL ASSOCIATION**, as collection agent on behalf of Ambac and the Joined Parties (the "Collection Agent") under this Agreement;
- (2) **AMBAC ASSURANCE CORPORATION**, a Wisconsin-domiciled insurance company ("Ambac");
- (3) the **SEGREGATED ACCOUNT** (as defined below); and
- (4) Each Joined Party (as defined below).

RECITALS

WHEREAS, Ambac and/or the Segregated Account may from time to time enter into certain synthetic commutations or other similar transactions in regard to the obligations of the Segregated Account under the Policy (each a "Synthetic Commutation");

WHEREAS, pursuant to the Underlying Transaction Documents, Ambac is and will be entitled to reimbursement from the Underlying Issuer for Claim Payments made by Ambac or the Segregated Account under the Policy (all such reimbursement amounts (including, to the extent paid by the Underlying Trustee, interest on unpaid reimbursement amounts) being collectively referred to as "Reimbursement Amounts" and Ambac's rights to be paid such Reimbursement Amounts (whether actual or contingent) being referred to as "Reimbursement Claims");

WHEREAS, pursuant to Synthetic Commutation(s), Ambac may, among other things, (i) commute (in whole or in part) the Segregated Account's exposure under the Policy via one or more trust agreements or other similar repackaging agreements (each, a "Synthetic Commutation Agreement"), with one or more holders of Underlying Bonds (each a "Commuting Bondholder") that allocates to Ambac or an affiliate thereof (whether directly or indirectly) the proceeds of claims payments made under the Policy, (ii) direct the Underlying Trustee and/or Underlying Issuer to pay all Reimbursement Amounts to the Collection Agent and/or (iii) agree that the portion of the Reimbursement Amounts constituting Allocated Reimbursement Amounts with respect to each Joined Party shall be paid by the Collection Agent to such Joined Party; and

WHEREAS, in connection with the Synthetic Commutation(s), Ambac and the Segregated Account desire to have a collection account servicing arrangement pursuant to which the Collection Agent shall (i) receive in a trust account established in its name on behalf of Ambac and each Joined Party all Reimbursement Amounts which Ambac is entitled to receive from time to time pursuant to the Underlying Transaction Documents, (ii) determine from such receipts which amounts are allocable to each Joined Party and (iii) transfer such allocable amounts to each Joined Party and the remaining amounts to Ambac;

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto hereby agree as follows:

Section 1. Definitions; Rules of Construction.

(a) Definitions. As used in this Agreement, and unless the context requires a different meaning, the following terms shall have the following meanings:

“Agreement” has the meaning assigned to such term in the preamble hereto.

“Allocable Amounts” has the meaning assigned to such term in Section 3(b).

“Allocated Reimbursement Amounts” means, in respect of any Joined Party, the amount of Reimbursement Amounts received by the Collection Agent and allocable for payment to such Joined Party pursuant to this Agreement and the Synthetic Commutation Agreement relating to such Joined Party, as determined in accordance with the methodology set forth in Schedule A hereto.

“Allocation Certificate” has the meaning assigned to such term in Section 3(b).

“Allocation Date” has the meaning assigned to such term in Section 3(b).

“Ambac” has the meaning assigned to such term in the preamble hereto.

“Ambac Funds” has the meaning assigned to such term in Section 3(b).

“Bond Payment Date” means the 25th day of each month (or if such date is not a Business Day, the Business Day following such date), which date is the date on which payments are due from the Underlying Issuer on the Underlying Bonds.

“Bond Payment Report” means the report prepared for each Bond Payment Date by the master servicer, administrator, or trustee of the Underlying Issuer on the Underlying Bonds which provides details of the payments to be made on the Underlying Bonds on such Bond Payment Date.

“Business Day” means any day other than a Saturday, a Sunday, legal holiday or a day on which banking institutions or trust companies in New York, New York or Boston, Massachusetts are authorized or obligated by law, regulation or executive order to remain closed.

“Cash Equivalents” means any dollar-denominated investment that is one or more of the following (and may include investments for which the Collection Agent and/or its affiliates provides services or receives compensation):

(i) funds (i.e., cash) denominated with currency of the United States of America as at the time shall be legal tender for payment of all public and private debts, including funds credited to a deposit account or a Securities Account (as defined Section 8-501(a) of the UCC);

(ii) direct Registered obligations of, and Registered obligations the timely payment of principal and interest on which is fully and expressly guaranteed by, the United States or any agency or instrumentality of the United States, the obligations of which are expressly backed by the full faith and credit of the United States and, in each case, with a stated maturity of no later than the earlier of (i) the next Collection Account Disbursement Date and (ii) 30 days;

(iii) demand deposits with the Collection Agent; or

(iv) U.S. Bank Money Market Fund.

“Claim Payments” means any payments or portions of payments of principal of or interest on or other amounts relating to the Underlying Bonds to the Underlying Trustee from amounts paid (or consideration provided in lieu of payments) under the Policy in respect of the Underlying Bonds, whether paid in cash or in Surplus Notes or other consideration.

“Collection Account” means trust account number 155192000 at the Collection Agent offices at One Federal Street, 3rd Floor, Boston, Massachusetts 02110, which account is in the name of the Collection Agent as agent for the benefit of Ambac, the Segregated Account, and each Joined Party.

“Collection Account Agreement Effective Date” has the meaning ascribed to it in Section 19.

“Collection Account Disbursement Date” means the date that is three (3) Business Days after the related Bond Payment Date.

“Collection Agent” has the meaning assigned to such term in the preamble hereto.

“Collection Agent Expenses” means the reasonable expenses and disbursements incurred or made by the Collection Agent (or its duly-appointed agents) in accordance with this Agreement.

“Commutation Trust” means a trust, special purpose entity or other repackaging structure to which a Commuting Bondholder has transferred its interests in Underlying Bonds pursuant to a Synthetic Commutation Agreement.

“Commuting Bondholder” has the meaning assigned to such term in the Recitals hereof.

“Delinquent Reimbursement Claims” has the meaning assigned to such term in Section 2(f).

“Demand for Payment” has the meaning assigned to such term in Section 2(f).

“Demand for Payment Request” has the meaning assigned to such term in Section 2(f).

“Demand for Payment Request Date” has the meaning assigned to such term in Section 2(f).

“Direction Letter” has the meaning assigned to such term in Section 3(a).

“Enforcement Request” has the meaning assigned to such term in Section 2(g).

“Joinder Agreement” means a joinder agreement entered into by a Joined Party with Ambac, the Segregated Account, and the Collection Agent substantially in the form attached hereto as Exhibit I.

“Joined Party” means each Commutation Trust or other party hereto by execution and delivery of a Joinder Agreement.

“Joined Party Cut-off Date” means, for each Joined Party, the “Cut-off Date” specified in the applicable Joinder Agreement.

“Joined Party Owned Bonds” means, with respect to any Joined Party, the Underlying Bonds owned by such Joined Party and subject to its Synthetic Commutation Agreement.

“Losses” has the meaning given to such term in Section 7.

“Majority of the Joined Parties” means Joined Parties that, as of the most recent Bond Payment Date, together held in the aggregate an outstanding principal amount of Joined Party Owned Bonds that is more than 50% of the Outstanding Aggregate Joined Party Owned Bonds Amount.

“Outstanding Aggregate Joined Party Owned Bonds Amount” means, as of any date of determination, the amount determined to be the then outstanding aggregate principal amount of Joined Party Owned Bonds owned by all Joined Parties.

“Person” means any individual, corporation, estate, partnership, joint venture, limited liability company, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, government or any agency or political subdivision thereof or other entity.

“Plan of Rehabilitation” means any Plan of Rehabilitation of the Segregated Account, as any such plan may be amended, modified or supplemented from time to time.

“Policy” means, collectively, the financial guaranty policy no. AB1114BE and surety bond(s) (if any), relating to all of the Joined Party Owned Bonds.

“Proceeding” means any suit in equity, action at law or other judicial or administrative proceeding.

“Proportionate Share” shall mean, for each Joined Party, the percentage derived by dividing (a) the then outstanding principal amount of Joined Party Owned Bonds owned by such Joined Party, by (b) the Outstanding Aggregate Joined Party Owned Bonds Amount.

“Registered” means in registered form for U.S. federal income tax purposes and issued after July 18, 1984, provided that a certificate of interest in a grantor trust for U.S. federal

income tax purposes shall not be treated as Registered unless each of the obligations or securities held by the trust was issued after that date.

“Rehabilitation Court” means the Dane County Circuit Court in the State of Wisconsin.

“Reimbursement Amounts” has the meaning assigned to such term in the Recitals hereof.

“Reimbursement Claims” has the meaning assigned to such term in the Recitals hereof.

“Reimbursement Enforcement Rights” means all rights to exercise remedies relating to, in connection with, or based upon, the failure of the Underlying Trustee or the Underlying Issuer to pay Reimbursement Amounts to Ambac (or its assignee) when due and payable.

“Segregated Account” means the Segregated Account of Ambac Assurance Corporation established on March 24, 2010 pursuant to Wisconsin Statute § 611.24.

“Segregated Account Proceeding” means the proceeding commenced in the Rehabilitation Court with the caption “In the Matter of the Rehabilitation of “Segregated Account of Ambac Assurance Corporation” designated Case No. 10-CV-1576”.

“Successor Agent” has the meaning assigned to such term in Section 5(e).

“Surplus Notes” means surplus notes issued by the Segregated Account or a beneficial interest therein.

“Synthetic Commutation” has the meaning assigned to such term in the Recitals hereof.

“Synthetic Commutation Agreement” has the meaning assigned to such term in the Recitals hereof.

“UCC” means the Uniform Commercial Code, as in effect in the relevant jurisdiction, as amended from time to time.

“Underlying Bonds” means all of the securities issued by the Underlying Issuer pursuant to the Underlying Transaction Documents.

“Underlying Indenture” means the Indenture dated as of September 1, 2007, by and between the Underlying Issuer and the Underlying Trustee, as amended, supplemented and otherwise in effect from time to time.

“Underlying Issuer” means The National Collegiate Student Loan Trust 2007-3, as issuer of the Underlying Bonds.

“Underlying Transaction Documents” means the Basic Documents as such term is defined in the Underlying Indenture, as amended, supplemented and otherwise in effect from time to time.

“Underlying Trustee” means U.S. Bank National Association in its capacity as trustee with respect to the Underlying Bonds, or any successor thereto pursuant to the Underlying

Transaction Documents.

(b) **Rules of Construction.** Except as otherwise expressly provided in this Agreement or unless the context otherwise clearly requires:

(i) all terms defined in this Section 1 or in any other provision of this Agreement in the singular shall have the same meanings when used in the plural and *vice versa*;

(ii) the words “herein,” “hereof,” “hereto,” “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section, or other subdivision of this Agreement;

(iii) any term that relates to a statute, rule, or regulation includes any amendments, modifications, supplements or any other changes that may have occurred since the statute, rule, or regulation came into being, including changes that occur after the date of this Agreement;

(iv) the term “including” and all its variations mean “including but not limited to.” Except when used in conjunction with the word “either,” the word “or” is always used inclusively (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”);

(v) all accounting terms used in an accounting context and not otherwise defined shall be construed in accordance with generally accepted accounting principles.

(vi) capitalized terms used in this Agreement without definition that are defined in the Uniform Commercial Code are used in this Agreement as defined in the Uniform Commercial Code;

(vii) in the computation of a period of time from a specified date to a later specified date or an open-ended period, the word “from” means “from and including” and the words “to” or “until” mean “to but excluding”;

(viii) references to “agreements” and words of similar import refer to those agreements as they are amended, modified or supplemented from time to time in accordance with their respective terms and as permitted under their related Synthetic Commutation Agreements; and

(ix) all terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein.

Section 2. Regarding Interests.

(a) Ambac hereby irrevocably transfers, assigns, sets over and conveys to the Collection Agent, and its permitted successors and assigns, all of Ambac’s right, title and interest in and to the Reimbursement Claims, including the Reimbursement Enforcement Rights, and any

related Reimbursement Amounts. The Collection Agent hereby accepts the assignment of the Reimbursement Claims, including the Reimbursement Enforcement Rights, and any related Reimbursement Amounts. The Collection Agent hereby acknowledges that at the parties' direction it has established the Collection Account. Notwithstanding the foregoing, this assignment shall be automatically revoked upon termination of this Agreement in its entirety pursuant to Section 18(b).

(b) The Collection Agent, acting at the direction of Ambac, hereby irrevocably transfers, assigns, sets over and conveys to each Joined Party, and its permitted successors and assigns, all of the Collection Agent's right, title and interest in and to the Allocated Reimbursement Amounts allocable to such Joined Party in accordance with this Agreement. Each Joined Party hereby accepts the assignment of the Allocated Reimbursement Amounts allocated to such Joined Party. Notwithstanding the foregoing, this assignment shall be automatically revoked upon termination of this Agreement in its entirety pursuant to Section 18(b).

(c) Each of Ambac, the Collection Agent and each Joined Party acknowledges the rights of each Joined Party in the Allocated Reimbursement Amounts allocated to such Joined Party and in respect of Joined Party Owned Bonds held by such Joined Party. Each of the Collection Agent and each Joined Party acknowledges the right, title and interest of Ambac in all Ambac Funds.

(d) Each Joined Party shall not have or assert, and hereby disclaims, any right, title or interest in or to any Reimbursement Amounts or Ambac Funds, other than such Joined Party's Allocated Reimbursement Amounts. Ambac shall not have or assert, and hereby disclaims, any right, title or interest in or to any Allocated Reimbursement Amounts.

(e) Notwithstanding the assignments made pursuant to this Section 2, each of the parties hereto hereby acknowledges and agrees that (i) nothing in this Agreement shall affect Ambac's status as Controlling Party under the Underlying Transaction Documents, (ii) the Collection Agent has the sole and exclusive right to exercise Reimbursement Enforcement Rights and (iii) the Collection Agent shall, subject to Sections 2(f) and 2(g) hereof, exercise its sole and exclusive right to exercise Reimbursement Enforcement Rights solely at the written direction of Ambac. If the Collection Agent for a period of at least five (5) Business Days has not taken action with respect to a written direction given by Ambac in accordance with this Section 2(e), the Collection Agent shall be deemed to have assigned to Ambac, on behalf of all beneficiaries hereunder, the Collection Agent's right to exercise its Reimbursement Enforcement Rights in accordance with such written direction. The Collection Agent shall not be held liable for any actions taken by Ambac in exercising such right.

(f) Notwithstanding Section 2(e) hereof, if within ten (10) Business Days of a Bond Payment Date, the Underlying Trustee fails to disburse to the Collection Agent amounts available in the Collection Account (as defined in the Underlying Indenture) to pay Reimbursement Claims of Ambac (and the Collection Agent as its assignee) in accordance with the order of priority provided in Sections 5.04(b), 5.04(c) and/or 8.02(e) of the Underlying Indenture (as applicable) (each such due and payable, yet unpaid, Reimbursement Claim being referred to herein as a "Delinquent Reimbursement Claim"), one or more Joined Parties may

deliver a written request (a "Demand for Payment Request") to Ambac (with a copy to the Collection Agent) (the date Ambac receives such request in accordance with Section 8 hereof, the "Demand for Payment Request Date") requesting that Ambac send a written direction directing the Collection Agent to send a written demand to the Underlying Trustee to promptly pay the Delinquent Reimbursement Claims (a "Demand for Payment"). If (i) ten (10) Business Days have passed since the Demand for Payment Request Date, (ii) the Joined Party or Joined Parties, as applicable, delivering the Demand for Payment have not received evidence that the Delinquent Reimbursement Claims have been paid and (iii) Ambac has not directed the Collection Agent to send a Demand for Payment (with a copy to each Joined Party), then, upon receipt of written direction from one or more of the Joined Parties, the Collection Agent shall deliver to the Underlying Trustee a Demand for Payment.

(g) Notwithstanding Section 2(e) hereof, if (i) forty-five (45) days have passed since the Demand for Payment Request Date, (ii) the Delinquent Reimbursement Claims remain unpaid and (iii) Ambac has not provided written direction to the Collection Agent with respect to the Collection Agent's exercise of Reimbursement Enforcement Rights as to such Delinquent Reimbursement Claims, then (x) the Collection Agent shall promptly provide written notice to each Joined Party that Ambac has not provided direction during such forty-five (45) days with respect to the exercise of Reimbursement Enforcement Rights concerning such Delinquent Reimbursement Claims and (y) upon receipt of written direction (an "Enforcement Request") from one or more of the Joined Parties, the Collection Agent shall, on behalf of all beneficiaries hereunder, and at the sole expense of the Joined Parties participating in such direction, commence and prosecute a Proceeding in the name of the Collection Agent (and not Ambac or the Segregated Account) seeking an order compelling the Underlying Trustee to pay the Delinquent Reimbursement Claims in accordance with the Underlying Transaction Documents and the Direction Letter. If the Collection Agent for a period of at least five (5) Business Days has not taken action with respect to a written direction given by one or more Joined Parties in accordance with this Section 2(g), the Collection Agent shall be deemed to have assigned to the directing Joined Party or Joined Parties, as applicable, on behalf of all beneficiaries hereunder, the Collection Agent's right to commence and prosecute a Proceeding seeking an order compelling the Underlying Trustee to pay the Delinquent Reimbursement Claims in accordance with the Underlying Transaction Documents and the Direction Letter. The Collection Agent shall not be held liable for any actions taken by such Joined Parties in exercising such right.

(h) Ambac represents and warrants that, as of the date of this Agreement and immediately prior to the conveyance specified in Section 2(a), (i) subject to that certain secured note between Ambac, as Maker, and the Segregated Account, as Payee, dated March 24, 2010, it has sole record and beneficial ownership of the Reimbursement Claims and any related Reimbursement Amounts, free and clear of liens and/or other adverse claims, (ii) it has the power, authority and full right to transfer, assign, set over and convey the Reimbursement Claims and any related Reimbursement Amounts to the Collection Agent pursuant to this Agreement and (iii) it has not encumbered, transferred, or assigned any interest or participation in or to the Reimbursement Claims and any related Reimbursement Amounts other than pursuant to this Agreement. Ambac and the Joined Parties acknowledge in connection with the foregoing that Ambac's entitlement to Reimbursement Claims and Reimbursement Amounts may be subject to generally applicable rights of reinsurers, but Ambac confirms that such rights of reinsurers will not impair or restrict Ambac's conveyance and assignment of such

Reimbursement Claims and Reimbursement Amounts as provided in Section 2(a) in connection with the Synthetic Commutation(s) contemplated by this Agreement.

(i) The parties acknowledge and agree that Ambac's Reimbursement Claims and rights to Reimbursement Amounts are subject to being supplemented, reduced or otherwise modified after the date of this Agreement pursuant to any Plan of Rehabilitation or other order of the Rehabilitation Court. Provided that the Collection Agent and the Joined Parties and not Ambac continues to benefit from the full extent of Ambac's Reimbursement Claims and rights to Reimbursement Amounts, respectively, as so reduced or modified, Ambac shall have no liability for any such reduction or modification of its Reimbursement Claims or rights to Reimbursement Amounts, and a Reimbursement Claim shall not be considered a Delinquent Reimbursement Claim by reason of such reduction or modification.

Section 3. Allocation and Disbursement of Reimbursement Amounts.

(a) *Direction Letter.* Ambac has delivered a direction letter (the "Direction Letter"), in the form attached as Exhibit II hereto, directing the Underlying Issuer and the Underlying Trustee to pay over all Reimbursement Amounts on or after the Collection Account Agreement Effective Date to the Collection Account. Each of Ambac and each Joined Party agrees that if it receives any Reimbursement Amounts prior to such Reimbursement Amounts being disbursed from the Collection Account as described below, such party shall segregate and hold such Reimbursement Amounts in trust for the benefit of the Collection Agent and promptly (and in any event within 2 Business Days) cause such Reimbursement Amounts to be deposited in the Collection Account.

(b) *Allocation Calculations and Certificate.* Not later than two (2) Business Days prior to each Collection Account Disbursement Date (the "Allocation Date"), the Collection Agent shall, in accordance with subsection (e) below, determine and identify the amounts described in subparagraphs (i), (ii) and (iii) of this subsection (the "Allocable Amounts") for the period from the preceding Allocation Date (or, in the case of the first Allocation Date occurring after the date of this Agreement, the preceding Bond Payment Date) to and including the Business Day preceding such Allocation Date, and shall, for each Joined Party, prepare, and deliver (with a copy of each such Allocation Certificate made available to Ambac) or make available on a website maintained by the Collection Agent a separate allocation certificate (each an "Allocation Certificate") setting forth, solely with respect to the Joined Party receiving such Allocation Certificate, the following amounts, and the underlying calculations pertaining thereto in reasonable detail:

(i) the amount of Reimbursement Amounts received from the Underlying Trustee or the Underlying Issuer with respect to each class of Underlying Bonds and in the aggregate;

(ii) the amounts so received representing Allocated Reimbursement Amounts with respect to the Joined Party receiving such Allocation Certificate using the methodology set forth on Schedule A hereto; and

(iii) the remaining amounts so received or otherwise on deposit in the Collection Account that are not allocable to a Joined Party in accordance with this Agreement (such applicable amounts in this clause (iii) being referred to herein as, "Ambac Funds").

For the avoidance of doubt, the Collection Agent shall provide each Joined Party with a separate Allocation Certificate that shall identify, with respect to item (ii) above, only the Allocated Reimbursement Amounts relating to such Joined Party. The Collection Agent shall not disclose the Allocation Certificate for a particular Joined Party, nor the Allocated Reimbursement Amounts allocated to such Joined Party, to any other Person (other than Ambac) without the joint written consent of such Joined Party and Ambac.

(c) *Allocation Disbursement.* No later than 11:00 a.m. New York City time on each Collection Account Disbursement Date, the Collection Agent shall disburse from the Collection Account, in each case as set forth in the related Allocation Certificate: (i) to each Joined Party, an amount equal to such Joined Party's Allocated Reimbursement Amounts (including any interest that has accrued on such Joined Party's Allocated Reimbursement Amounts from investment of such Joined Party's Allocated Reimbursement Amounts in Cash Equivalents pursuant to Section 3(h)) to the account(s) specified from time to time in written instructions received from such Joined Party and (ii) to Ambac, an amount equal to all Ambac Funds (including any interest that has accrued on such Ambac Funds from investment of Ambac Funds in Cash Equivalents pursuant to Section 3(h)) to such account as shall be specified from time to time in written instructions received from Ambac.

(d) *Delivery of Bond Payment Report.* No later than two (2) Business Days prior to each Bond Payment Date, the Collection Agent shall obtain the Bond Payment Report from the Owner Trustee, the Underlying Issuer, or the website maintained by the Underlying Issuer (or, if applicable, the Underlying Trustee) in connection with the Underlying Bonds, provided that the Collection Agent shall only be required to do so if it has access to such website. If the Collection Agent does not receive or is unable to obtain the Bond Payment Report from such website at least two (2) Business Days prior to each Bond Payment Date, it shall promptly, and in any event no later than one (1) Business Day prior to such Bond Payment Date, notify Ambac and each Joined Party that it has been unable to obtain the Bond Payment Report and request that Ambac and the Joined Parties provide it with a copy of the Bond Payment Report. Upon request by the Collection Agent, Ambac shall, to the extent the Bond Payment Report is available to Ambac, use commercially reasonable efforts to promptly obtain, and deliver, such Bond Payment Report to the Collection Agent. If, as of the applicable Collection Account Disbursement Date, the Collection Agent has not obtained or been provided with the Bond Payment Report, then, upon request by the Collection Agent, Ambac (to the extent Ambac has access to Claims Information) or the Segregated Account shall as soon as reasonably practicable (and only to the extent not previously provided by Ambac or the Segregated Account to the Collection Agent in such capacity) provide the Collection Agent with copies of claims submitted by the Underlying Trustee or the Underlying Issuer ("Claims Information") in respect of any Joined Party Owned Bonds and paid by the Segregated Account during the period of time relevant to determine such Allocable Amounts.

(e) *Allocation to Be Made in Good Faith.* All allocations, calculations, determinations, distributions and functions described in this Section 3 shall be made by the Collection Agent in good faith and based on the Bond Payment Report (and, if provided by Ambac pursuant to Section 3(d) above, Claims Information) obtained or received by the Collection Agent from the Joined Parties or Ambac (or, if a Bond Payment Report is not available, from any Claims Information provided by Ambac or the Segregated Account pursuant to Section 3(d) above) immediately prior to the Collection Account Disbursement Date. The Collection Agent may conclusively rely on the accuracy and completeness of the information or data contained in the Bond Payment Report (and any Claims Information provided by Ambac pursuant to Section 3(d) above) and shall be fully protected in acting upon each Bond Payment Report or Claims Information delivered to it by the Joined Parties, Ambac, or the Segregated Account, and that in good faith it reasonably believes to be genuine and accurate. The Collection Agent shall have no liability for any errors or omissions in any Bond Payment Report or Claims Information.

(f) *Bond Report Unavailable.* In the event that no Bond Payment Report or Claims Information is available to the Collection Agent prior to a Collection Account Disbursement Date with respect to moneys received by the Collection Agent or if, for any reason, the Collection Agent is unable to prepare the Allocation Certificate because the Bond Payment Report or Claims Information contains insufficient information, the Collection Agent shall promptly, and no later than the applicable Collection Account Disbursement Date, notify Ambac, the Segregated Account, and each Joined Party of such inability and shall be entitled to refuse to comply with any and all claims, demands or instructions, and need not comply with the allocation and disbursement requirements under Sections 3(b) and 3(c), until such time as the applicable Bond Payment Report or Claims Information, or other data acceptable to the parties hereto (including the Collection Agent) as a basis for such allocation and disbursement, is received by the Collection Agent. Following receipt of such notice, Ambac shall promptly request from the Underlying Trustee and/or the Underlying Issuer a copy of such Bond Payment Report and, if received by Ambac, promptly deliver such Bond Payment Report to the Collection Agent. Upon written request of a Joined Party, Ambac shall make additional written demand to the Underlying Trustee and the Underlying Issuer for delivery of such Bond Payment Report provided that Ambac shall not be required to make additional written demands more frequently than on a weekly basis.

(g) *Disputed funds.* In the event of any dispute between or conflicting claims by or among Ambac and any Joined Party with respect to any Reimbursement Amounts, or any interest in the Collection Account, the Collection Agent shall be entitled, in its sole discretion, to refuse to comply with any and all claims, demands or instructions, including the allocation and disbursement requirements under Sections 3(b) and 3(c), solely with respect to the disputed portion of such Reimbursement Amounts so long as such dispute or conflict shall continue, and the Collection Agent shall not be or become liable in any way to Ambac or any Joined Party for failure or refusal to comply with such conflicting claims, demands or instructions or the allocation and disbursement requirements under Sections 3(b) or 3(c), provided it has otherwise complied with its obligations hereunder. The Collection Agent shall be entitled to refuse to act until either (i) Ambac and each disputing Joined Party shall provide joint written instructions to the Collection Agent or (ii) such conflicting or adverse claims or demands shall have been determined by a final order, judgment or decree of a court of competent jurisdiction, which

order, judgment or decree is not subject to appeal, or settled by agreement between the conflicting parties as evidenced in a writing satisfactory to the Collection Agent. The Collection Agent may, in addition, elect, in its sole discretion, to commence an interpleader action with respect to the amount in dispute or seek other judicial relief or orders as it may deem necessary.

(h) *Investments.* All amounts on deposit in the Collection Account, and not otherwise distributed in accordance with this Agreement, shall be invested by the Collection Agent in Cash Equivalents as jointly directed by Ambac and a Majority of the Joined Parties (which joint direction shall be a standing direction until a subsequent joint direction is received) and held in trust for Ambac and the Joined Parties for distribution in accordance with Section 3(c). In the absence of a standing joint direction, the Collection Agent shall invest amounts on deposit in the Collection Account in U.S. Bank Money Market Fund or, if U.S. Bank is not the Collection Agent, in Cash Equivalents meeting the requirements of clause (iii) of the definition thereof. The Collection Agent shall not be held liable by reason of any insufficiency in the Collection Account resulting from any investment loss on any Cash Equivalents.

Section 4. Separation of Collateral.

(a) Each of Ambac and the Segregated Account hereby agrees to segregate and hold in trust and promptly transfer and return to the Collection Account any funds or other property that are received by Ambac or the Segregated Account from the Collection Account or the Collection Agent, and that are identified to Ambac or the Segregated Account by the Collection Agent or a Joined Party, in writing, or are identifiable by Ambac or the Segregated Account (using reasonable efforts) as Allocated Reimbursement Amounts. To the extent that Ambac or the Segregated Account, in good faith and after exercising reasonable diligence, believes there to be doubt as to the party hereto to whom such funds or property are required to be delivered hereunder, either Ambac or the Segregated Account may request reasonable evidence of or clarification regarding the interest of such party in such property or funds. For purposes of maintaining the rights therein of each Joined Party, each such Person hereby appoints Ambac and the Segregated Account, as applicable, as its agent in respect of such funds or other property; provided, that Ambac's and the Segregated Account's sole duty as such agent shall be to segregate and hold such funds and other property in trust for the benefit of the party entitled to such funds or other property and to transfer such funds or other property to or at the written direction of such party as aforesaid.

(b) Each Joined Party hereby agrees to segregate and hold in trust and promptly transfer and return to the Collection Account any funds or other property that are received by such Joined Party from the Collection Account or the Collection Agent, and that are identified to such Joined Party in writing by the Collection Agent, Ambac, the Segregated Account, or any other Joined Party, or are identifiable by such Joined Party (using reasonable efforts), as Reimbursement Amounts, other than such Joined Party's Allocated Reimbursement Amounts. To the extent that a Joined Party, in good faith and after exercising reasonable diligence, believes there to be doubt as to the party hereto to whom such funds or property are required to be delivered hereunder, such Joined Party may request reasonable evidence of or clarification regarding the interest of such party in such property or funds. For purposes of maintaining the rights therein of Ambac and any other Joined Party, each such Person hereby appoints the applicable Joined Party as its agent in respect of such funds or other property; provided, that such

applicable Joined Party's sole duty as such agent shall be to segregate and hold such funds and other property in trust for the benefit of the party entitled to such funds or other property and to transfer such funds or other property to or at the written direction of such party as aforesaid.

Section 5. Appointment and Removal of Collection Agent; Collection Agent's Fees and Expenses.

(a) Each of Ambac and each Joined Party (by its execution of a Joinder Agreement) hereby appoints the Collection Agent as its agent and custodian for purposes of holding all amounts on deposit in the Collection Account in trust for the benefit and on behalf of Ambac and the Joined Parties. The Collection Agent acknowledges that it is holding the amounts in the Collection Account in trust for Ambac and the Joined Parties, as the case may be, and shall have no right, title or interest therein except as expressly provided in this Agreement.

(b) The Collection Agent shall not resign or cease to perform its duties and obligations hereunder for any reason, including, but not limited to, the failure of Ambac and the Joined Parties to pay any fee or make any other payments due to the Collection Agent, unless (i) the Collection Agent first gives ninety (90) days' prior written notice to Ambac and each Joined Party of such intention to resign or cease performing its obligations, and (ii) prior to the end of such ninety (90) day period a Successor Agent is appointed by Ambac with the consent of a Majority of the Joined Parties and with prior notice to each Joined Party, such consent not to be unreasonably withheld or delayed, and such Successor Agent accepts such appointment in accordance with the provisions of Section 5(e). If no Successor Agent shall have been so appointed by the end of such ninety (90) day period, the Collection Agent may, in its sole discretion, transfer the remaining funds in the Collection Account to the account specified by Ambac with the consent of a Majority of the Joined Parties (such consent not to be unreasonably withheld or delayed) no later than the end of such ninety (90) day period or may apply to a court of competent jurisdiction for the appointment of a Successor Agent or for other appropriate relief.

(c) Subject to the preceding subsection and Section 18 hereof, the parties hereto agree that the Collection Account may not be terminated or closed without the prior written consent of Ambac and each Joined Party, delivered in each case to the Collection Agent in accordance with Section 8 hereof.

(d) Subject to Section 5(e), the Collection Agent may be removed for any reason upon at least thirty (30) days' joint written notice from Ambac and a Majority of the Joined Parties to the Collection Agent.

(e) No resignation or removal of the Collection Agent shall be effective until a successor to the Collection Agent shall be appointed by Ambac with the written consent of a Majority of the Joined Parties and prior notice to each Joined Party, such consent not to be unreasonably withheld or delayed, delivered in each case to Ambac in accordance with Section 8 hereof. Ambac shall deliver written notice to the Collection Agent and each Joined Party identifying such successor, together with such successor's acceptance of such appointment, and upon such acceptance such successor (being referred to herein as the "Successor Agent") shall succeed to all rights, benefits, duties and obligations of the Collection Agent hereunder.

(f) Ambac and the Joined Parties agree to use good faith commercially reasonable efforts to agree upon a mutually acceptable Successor Agent if the Collection Agent is removed or resigns.

(g) Upon replacement of the Collection Agent in accordance with this Section 5, the resigning or removed Collection Agent shall be entitled to receive all fees and any other amounts due and payable hereunder through the effective date of such resignation or removal, and shall transfer all funds in the Collection Account to the Successor Agent and otherwise cooperate fully to assure an effective and timely transition to the Successor Agent.

(h) Ambac shall pay to the Collection Agent the fees specified in a separate fee letter entered into by and between the Collection Agent and Ambac for performance of the Collection Agent's obligations under this Agreement.

(i) U.S. Bank National Association, in its capacity as Collection Agent, hereby waives and agrees that it shall not exercise any right of set-off, counterclaim, recoupment or reduction of liability whatsoever to which it may otherwise be entitled under any agreement or applicable law against any amounts on deposit in the Collection Account, including, without limitation, Reimbursement Amounts, except with respect to (i) returned or charged-back items, (ii) reversals or cancellations of payment orders and other electronic fund transfers or (iii) overdrafts in the Collection Account.

Section 6. Limitation of Liability.

(a) The Collection Agent shall not have any duties or responsibilities except such duties and responsibilities as are specifically set forth in this Agreement and shall not be deemed a bailee or fiduciary to any party hereto. The Collection Agent shall not be liable to the parties hereto for any act done or step taken or omitted by it, in good faith, or for anything that it may do or refrain from doing in accordance with this Agreement, except in the case of its willful misconduct or negligent performance of its duties. The Collection Agent shall be fully protected in acting or refraining from acting in good faith without investigation on any certificate, instrument, opinion, notice, instruction, letter or request purportedly furnished to it in accordance with the terms hereof. The Collection Agent may consult counsel satisfactory to it and the advice or opinion of such counsel selected in good faith and with reasonable care shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in accordance with the advice or opinion of such counsel. In no event shall the Collection Agent be liable for incidental, special, indirect or consequential damages.

(b) The Collection Agent shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties under this Collection Agreement or in the exercise of any of its rights or powers if there shall be reasonable grounds for believing that the repayment of such funds is not reasonably assured to it or indemnity or security reasonably satisfactory to it against such risk or liability is not provided to it.

Section 7. **Expenses; Indemnity; Subrogation.**

(a) Subject to Section 7(b) and Section 7(c), each Joined Party shall be severally, but not jointly, liable for its Proportionate Share of, and shall reimburse and indemnify the Collection Agent and hold the Collection Agent harmless from and against its Proportionate Share of any and all losses, liabilities, costs, damages or Collection Agent Expenses (including reasonable attorneys' fees and expenses) (collectively, "Losses") incurred by the Collection Agent as a result of the performance by it of its duties and obligations hereunder; provided, however, that (i) nothing contained herein shall entitle the Collection Agent to be indemnified or be held harmless for Losses caused by its negligence or willful misconduct and (ii) the Collection Agent shall not be indemnified or held harmless as to any special damages, punitive damages, loss of profit, indirect damages, or consequential damages.

(b) Notwithstanding anything in this Agreement to the contrary, Losses payable hereunder are solely the obligations of the Joined Parties (and, with respect to each Joined Party, only to the extent of its Proportionate Share) and each Joined Party's Proportionate Share shall be payable solely in accordance with the priority of payment, and subject to any applicable annual or periodic cap (along with other amounts subject to such cap) as specified in the Synthetic Commutation Agreement pursuant to which such Joined Party exists.

(c) To the extent the Collection Agent as a trustee, certificate payment agent, calculation agent, account bank, certificate registrar or in any other similar administrative role is entitled to indemnification under any Synthetic Commutation Agreement pursuant to which a Joined Party exists, any Losses paid hereunder shall be applied against any cap on Losses for which the Collection Agent is entitled to be indemnified or reimbursed under such Synthetic Commutation Agreement, so as to reduce such cap commensurately.

(d) The Collection Agent shall not be liable for losses or delays caused by force majeure, interruption or malfunction of computer, transmission or communications facilities, court order or decree, the commencement of bankruptcy or other similar proceedings or other matters beyond the Collection Agent's reasonable control.

(e) Promptly upon (and in any event no later than five (5) Business Days after) written request from Ambac or any Joined Party, the Collection Agent shall provide to such requesting party invoices, receipts or other reasonable documentation evidencing Losses.

Section 8. **Joined Party Register and Notice Matters.**

(a) The Collection Agent shall keep a register (the "Joined Party Register") in which it shall record the name and address, facsimile number, or e-mail address of each Joined Party, which shall initially be as specified by such Joined Party in such Joined Party's Joinder Agreement. From time to time, and promptly upon written request from a Joined Party to the Collection Agent (with a copy to Ambac), the Collection Agent shall update the Joined Party Register to reflect any change in such Joined Party's address, facsimile number, or e-mail address, as directed by such Joined Party in such written request. The Collection Agent shall not disclose the names of the Joined Parties nor the information contained in the Joined Party Register to any Person other than Ambac; *provided* that, upon request by a Joined Party, the

Collection Agent shall forward to each other Joined Party any correspondence that a Joined Party requests be delivered to other Joined Parties. The Collection Agent shall promptly, but no more than two (2) Business Days after Ambac's written request, provide Ambac with a copy of the current Joined Party Register.

(b) All notices, requests and other communications provided by the Collection Agent or Ambac to a Joined Party hereunder or in connection herewith shall be in writing (including facsimile communication and electronic mail) and shall be delivered to the address, facsimile number, or e-mail address of such Joined Party set forth in the Joined Party Register.

(c) All notices, requests, consents, and other communications provided to Ambac, the Segregated Account, or the Collection Agent hereunder or in connection herewith shall be provided as follows:

If to Ambac or the Segregated Account, addressed to:

Ambac Assurance Corporation
One State Street Plaza
New York, NY 10004
Attention: General Counsel
Email: SLSyntheticCommutations@ambac.com

If to the Collection Agent, addressed to:

U.S. Bank National Association
One Federal Street, 3rd Floor
Boston, MA 02110
Attention: NCSLT 2007-3 Reimbursement Amounts Collection Account
Agreement
Telephone: 617-603-6409
Facsimile: 617-603-6638
Email: david.duclos@usbank.com

provided that, upon written request provided by Ambac, the Segregated Account, or the Collection Agent to each party hereto, notice shall be provided to Ambac, the Segregated Account, or the Collection Account, respectively, as requested in such written request.

(d) Each such notice, request or other communication shall be effective upon actual receipt by the intended recipient.

Section 9. **Authorization; Binding Effect.** Each party hereto confirms it is authorized to execute, deliver and perform this Agreement. This Agreement shall be binding on all parties hereto (including each Joined Party) and inure to the benefit of Ambac, each Joined Party and the Collection Agent, and their respective permitted successors and assigns. Except as provided in the preceding sentence, the provisions of this Agreement may not be relied upon, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to, any third party whatsoever.

Section 10. **Entire Agreement.** This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements by the parties. There are no unwritten oral agreements between the parties. This Agreement embodies the entire agreement between the parties hereto and supersedes all prior proposals, agreements and understandings relating to the subject matter hereof. Each party hereto certifies that it is relying on no representation, warranty, covenant or agreement with respect to the subject matter hereof except for those set forth herein.

Section 11. **Amendments.** No amendment, modification, supplement or waiver of any provision of this Agreement, nor consent to any departure by a party hereto therefrom, shall in any event be effective unless the same shall be in writing and signed by Ambac and each Joined Party affected thereby (and, if affected thereby, the Collection Agent), and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. Notwithstanding the preceding sentence, no Joined Party consent shall be required for any amendment, modification or supplement to cure an ambiguity, omission, mistake, defect or inconsistency under the following conditions: (i) Ambac has certified to the Collection Agent in writing that the proposed amendment, modification or supplement is to cure an ambiguity, omission, mistake, defect or inconsistency, (ii) the Collection Agent has delivered written notice to each Joined Party (a) of the proposed amendment, modification, supplement or waiver and (b) stating that the Collection Agent and Ambac shall effect such proposed amendment, modification, supplement or waiver if the Collection Agent does not receive a written objection from a Joined Party within twenty (20) Business Days of such notice, and (iii) no written objection is received by the Collection Agent from a Joined Party within twenty (20) Business Days of such notice. The Collection Agent is authorized to enter into, and shall provide prompt notice to Ambac and all Joined Parties of, any amendment, modification, supplement or waiver of any provision of this Agreement that satisfies the requirements of this Section 11. No failure or delay on the part of a party hereto in exercising any power, right or remedy hereunder and no course of dealing between or among any of the parties shall operate as a waiver thereof, nor shall any single or partial exercise of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other power, right or remedy hereunder. The powers, rights and remedies herein expressly provided are cumulative and not exclusive of any powers, rights or remedies that a party hereto would otherwise have. Notwithstanding anything herein to the contrary, any amendment, modification, supplement or waiver of any provision of a Joinder Agreement shall be in writing and shall require the consent of Ambac and the Joined Party thereto and shall not be effective until written notice thereof is provided to the Collection Agent.

Section 12. **Revocation of Direction Letter.** Upon the written direction of Ambac and the written consent of each Joined Party, the Collection Agent shall promptly sign and deliver to the Underlying Trustee a written direction to revoke the Direction Letter *provided* that a Joined Party's consent to such direction shall no longer be required upon the termination of this Agreement with respect to such Joined Party pursuant to Section 18(a).

Section 13. **GOVERNING LAW; CONSENT TO JURISDICTION.**

(a) THIS AGREEMENT AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES; PROVIDED THAT SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW SHALL APPLY.

(b) SOLELY WITH RESPECT TO THIS AGREEMENT AND THE OBLIGATIONS, RIGHTS AND REMEDIES HEREUNDER OF (A) AMBAC AND/OR THE SEGREGATED ACCOUNT OR (B) THE OTHER PARTIES AGAINST AMBAC AND/OR THE SEGREGATED ACCOUNT, EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY:

(1) SUBMITS ITSELF AND ITS PROPERTY TO THE NON-EXCLUSIVE GENERAL JURISDICTION OF THE REHABILITATION COURT PROVIDED THAT, SOLELY WITH RESPECT TO ANY CLAIM, ACTION, OR PROCEEDING BROUGHT BY IT AGAINST AMBAC OR THE SEGREGATED ACCOUNT, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS ITSELF AND ITS PROPERTY TO THE EXCLUSIVE GENERAL JURISDICTION OF THE REHABILITATION COURT;

(2) CONSENTS THAT ANY ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED BY OR ARISING FROM, OR FOR RECOGNITION OR ENFORCEMENT OF ANY JUDGMENT IN RESPECT OF, THIS AGREEMENT MAY BE BROUGHT IN THE REHABILITATION COURT;

(3) WAIVES ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE VENUE OF ANY SUCH ACTION OR PROCEEDING IN THE REHABILITATION COURT OR THAT SUCH ACTION OR PROCEEDING WAS BROUGHT IN AN INCONVENIENT COURT AND AGREES NOT TO PLEAD OR CLAIM THE SAME;

(4) AGREES THAT NOTHING HEREIN SHALL AFFECT THE RIGHT TO EFFECT SERVICE OF PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR SHALL LIMIT THE RIGHT TO SUE IN ANY OTHER JURISDICTION; and

(5) IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF THE PARTIES HERETO IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT IN RESPECT OF ANY OF THE FOREGOING.

Section 14. **Collection Agent's Jurisdiction.** Regardless of any contrary provision of this Collection Account Agreement or any other agreement between the parties hereto, the Collection Agent's "jurisdiction" for purposes of the UCC is New York, including without limitation with respect to Section 9-304 of the UCC as it relates to this Agreement and the Collection Account.

Section 15. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 16. **Headings.** The captions and headings of the various sections herein are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

Section 17. **Counterparts.** This Agreement may be executed by the parties hereto and thereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. For the purposes of this Section 17, the delivery of a facsimile copy of an executed counterpart of this Agreement shall be deemed to be valid execution and delivery of this Agreement.

Section 18. **Termination.**

(a) This Agreement shall terminate solely as to any Joined Party upon the occurrence of any of the following conditions:

(i) the Synthetic Commutation Agreement to which such Joined Party is a party has terminated;

(ii) such Joined Party no longer owns any Owned Bonds as a result of the payment of all principal due on such Owned Bonds (whether paid from principal received from the underlying collateral securing the Owned Bonds or from Claim Payments) and/or the sale or transfer of the Owned Bonds by the Joined Party in accordance with the terms of the Joined Party's related Synthetic Commutation Agreement and/or the redemption and/or cancellation of the Owned Bonds; provided, however, that such termination shall not occur if and for such period as under the terms of the related Synthetic Commutation Agreement such Joined Party continues to be entitled to receive Allocable Reimbursement Amounts; or

(iii) by written agreement executed by such Joined Party, Ambac and the Collection Agent;

provided that, in each case, any such termination shall not release such Joined Party from any obligations or liabilities accrued under this Agreement on or prior to the effective date of such termination.

(b) Subject to Section 18(c), this Agreement may be terminated in its entirety by written notice given by Ambac to the Collection Agent and all Joined Parties that any one of the following conditions shall have occurred:

(i) the Policy has been terminated and/or each of Ambac and the Segregated Account has been released from all of its obligations under the Policy; provided, however, that such termination shall not occur with respect to any Joined Party if and for such period as under the Underlying Transaction Documents Ambac continues to be entitled to the payment of Reimbursement Amounts and under the terms of the related Synthetic Commutation Agreement such Joined Party continues to be entitled to receive Allocable Reimbursement Amounts;

(ii) (A) all Underlying Bonds are redeemed or the principal due on all of the Underlying Bonds (whether paid from principal received from the underlying collateral securing the Underlying Bonds or from Claim Payments) has been repaid in full and (B) either (x) all Reimbursement Amounts due under the Underlying Transaction Documents have been paid or (y) all collateral securing the Underlying Bonds pursuant to the Underlying Indenture has been liquidated or is insufficient to pay any further Reimbursement Amounts; or

(iii) each Commutation Trust that is a Joined Party has been terminated in accordance with the terms of the Synthetic Commutation Agreement related thereto.

(c) No termination of this Agreement shall be effective unless (i) all amounts due and payable to the Collection Agent under Section 5(h) have been paid and (ii) the Collection Agent has disbursed all amounts in the Collection Account.

(d) Notwithstanding anything herein to the contrary, Section 7 shall survive the termination of this Agreement.

Section 19. **Effective Date and Effectiveness of Provisions Relating to Joined Parties.** This Agreement shall become effective upon the Joined Party Cut-off Date of the first Joinder Agreement hereto (such date, the "Collection Account Agreement Effective Date") *provided that*, if the Collection Account Agreement Effective Date has not occurred by November 23, 2011, then this Agreement shall automatically be deemed null and void and of no further force and effect. Notwithstanding anything to the contrary contained herein, the provisions of this Agreement relating to joinder of other parties hereto shall not become operative until such parties shall have executed and delivered to the Collection Agent, the Segregated Account, and Ambac an executed counterpart of a Joinder Agreement agreeing to be bound by all the applicable terms and conditions hereof. For purposes of this Section 19, delivery of a facsimile or e-mail copy of an executed counterpart of such a joinder agreement shall be deemed to be valid execution and delivery thereof upon receipt thereof by the Collection Agent, Ambac, and the Segregated Account in accordance with Section 8 hereof.

Section 20. **Liability of Parties.**

(a) The obligations and covenants of the Joined Parties under this Agreement shall be several and not joint. Each Joined Party acknowledges that it has, independently and without

reliance upon any other Joined Party and based on such documents and information as it has deemed appropriate, made its own analysis and decision to enter into this Agreement. No Joined Party shall be liable for any breach of this Agreement by any other Joined Party.

(b) IN NO EVENT SHALL ANY PARTY HERETO BE LIABLE FOR PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND WHATSOEVER HEREUNDER (INCLUDING BUT NOT LIMITED TO LOST PROFITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION.

Section 21. **Assignment**. The rights, obligations and duties of any Joined Party hereto may not be assigned or delegated to any other person without the prior written consent of Ambac and the Collection Agent.

Section 22. **Confidentiality**. Each of the parties hereto shall maintain and shall cause each of its employees and officers to maintain the confidentiality of (a) this Agreement, (b) in the case of each Joined Party, its Joinder Agreement and in the case of all other parties, the Joinder Agreements, and (c) the other confidential proprietary information with respect to the other parties hereto and their respective businesses obtained by it or them in connection with the structuring, negotiating and execution of the transactions contemplated herein, except that each such party and its officers and employees may disclose this Agreement and/or such information as follows:

(i) to any governmental or regulatory agencies, and any advisors thereof, with authority over such party, and to any rating agencies, in each case to the extent requested by them or, if such party determines it is advisable to provide them with such information, if such party informs them of the confidential nature of such information;

(ii) to the extent required by applicable law, rule or regulation, applicable accounting requirements or order of any judicial or administrative proceeding;

(iii) in connection with any action to enforce this Agreement or any provision of this Agreement or in connection with any proceeding that might involve this Agreement or any provision of this Agreement;

(iv) to the extent such information shall be in the public domain without breach by any party of its obligation hereunder;

(v) in offering memoranda or other disclosure documents prepared by a Joined Party in connection with a sale or transfer of a certificate or other security issued by, and/or representing a beneficial interest in, a Joined Party, so long as such documents do not specifically refer to the identity of any other Joined Party hereto;

(vi) in offering memoranda or other disclosure documents prepared by a holder of a certificate or other security issued by, and/or representing a beneficial interest in, a Joined Party in connection with the sale or transfer of such certificate or other security, so long as such documents do not specifically refer to the identity of any other Joined Party hereto;

(vii) in the case of any Joined Party, to any permitted transferee or permitted potential transferee of such Joined Party's Joined Party Owned Bonds that agrees in writing to be bound for the benefit of all parties to this Agreement by the provisions of this Section 22; and

(viii) in the case of Ambac, to a reinsurer of Ambac to the extent Ambac is required to disclose such information to comply with its reinsurance agreement or applicable law.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Collection Account Agreement as of the date first above written.

**U.S. BANK NATIONAL ASSOCIATION, as
Collection Agent**

By: _____
Name: DEWITT DUBOIS
Title: Vice President

AMBAC ASSURANCE CORPORATION

By: _____
Name: _____
Title: _____

**THE SEGREGATED ACCOUNT OF AMBAC
ASSURANCE CORPORATION,**

By: Ambac Assurance Corporation, as Management
Services Provider

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Collection Account Agreement as of the date first above written.

**U.S. BANK NATIONAL ASSOCIATION, as
Collection Agent**

By: _____
Name: _____
Title: _____

AMBAC ASSURANCE CORPORATION

By: [Signature]
Name: William Burt
Title: Managing Director

**THE SEGREGATED ACCOUNT OF AMBAC
ASSURANCE CORPORATION,**

By: Ambac Assurance Corporation, as Management
Services Provider

By: [Signature]
Name: William Burt
Title: Managing Director

SCHEDULE A

METHODOLOGY FOR DETERMINING REIMBURSEMENT AMOUNTS

For purposes of determining Allocated Reimbursement Amounts with respect to a Joined Party, the following methodology shall apply: Reimbursement Amounts paid to Ambac (or the Collection Agent as its assignee) on account of Reimbursement Claims with respect to the Underlying Bonds will be deemed applied first to reimburse the longest outstanding unpaid Reimbursement Claim based on the date the Claim Payment related to such unpaid Reimbursement Claim was paid (each such date a “Reimbursement Reference Date”), and next to reimburse the next longest outstanding unpaid Reimbursement Claim and so on. In respect of any Reimbursement Claims having the same Reimbursement Reference Date, Reimbursement Amounts on account of such unpaid Reimbursement Claims will be allocated *pro rata* among the classes of the Underlying Bonds that received a Claim Payment on such Reimbursement Reference Date based on the amount of Claim Payments received by such classes on such Reimbursement Reference Date. In respect of any class of Underlying Bonds, Reimbursement Amounts shall be allocated to each Joined Party’s Joined Party Owned Bonds within such class based on the amount allocable to such class of Underlying Bonds multiplied by a fraction, the numerator of which shall be the outstanding principal amount of Joined Party Owned Bonds owned by such Joined Party in such class and the denominator of which shall be the aggregate outstanding principal amount of the Underlying Bonds in such class as of the relevant Reimbursement Reference Date. For the avoidance of doubt, in respect of any Joined Party and its Joined Party Owned Bonds, any Reimbursement Amounts allocable in accordance with the foregoing to Reimbursement Claims for Claim Payments made prior to its applicable Joined Party Cut-off Date remain the property of Ambac.

EXHIBIT I

**FORM OF JOINDER IN THE NATIONAL COLLEGIATE STUDENT LOAN TRUST
2007-3 REIMBURSEMENT AMOUNTS COLLECTION ACCOUNT AGREEMENT**

This Joinder in The National Collegiate Student Loan Trust 2007-3 Reimbursement Amounts Collection Account Agreement, dated as of [] (this "Joinder Agreement"), is entered into by and among [Name of Joined Party] (the "Joined Party"), a [type of entity/jurisdiction of formation], Ambac, the Segregated Account of Ambac Assurance Corporation established on March 24, 2010 pursuant to Wisconsin Statute § 611.24, and the Collection Agent.

Section 1. **Definitions.** All capitalized terms used in this Joinder Agreement and not otherwise defined shall have the meanings given to such terms in The National Collegiate Student Loan Trust 2007-3 Reimbursement Amounts Collection Account Agreement, dated as of October 21, 2011 (such agreement as amended, supplemented, restated and otherwise modified from time to time, the "Collection Account Agreement"). As used in this Joinder Agreement, and unless the context requires a different meaning, the following terms shall have the following meanings:

"Cut-Off Date" means the "Effective Date" specified in the Synthetic Commutation Agreement (as defined in the Collection Account Agreement) pursuant to which such Joined Party exists.

"Joined Party Reimbursement Amounts" means Allocated Reimbursements Amounts allocated to the Joined Party pursuant to the Collection Account Agreement.

Section 2. **Joinder.** As required by Section 19 of the Collection Account Agreement, the Joined Party hereby joins as a "Joined Party" under the Collection Account Agreement and hereby agrees to be bound by all the terms and conditions of the Collection Account Agreement.

Section 3. **Trust Account.** For purposes of Section 3 of the Collection Account Agreement, the account of the Joined Party for receipt of all Joined Party Reimbursement Amounts is as follows:

[INSERT WIRE INFORMATION]

Section 4. **Notices.** For purposes of Section 8 of the Collection Account Agreement, the address of the Joined Party is as follows:

[_____

Attention: [_____
Telephone: [_____
Facsimile: [_____]

Section 5. **Amendments.** This Joinder Agreement may be amended, modified, supplemented or any provision hereof waived only by written instrument or written instruments signed by Ambac, the Collection Agent and the Joined Party.

Section 6. **Authorization; Binding Effect.**

(a) The Joined Party hereto confirms it is authorized to execute, deliver and perform this Joinder Agreement and the Collection Account Agreement. This Joinder Agreement and the Collection Account Agreement shall be binding on the undersigned Joined Party and inure to the benefit of Ambac, such Joined Party, each other Joined Party party to the Collection Account Agreement and the Collection Agent, and their respective successors and assigns. Except as provided in the preceding sentence, the provisions of this Joinder Agreement may not be relied upon, and shall not be deemed to give, either express or implied, any legal or equitable right, remedy, or claim to, any third party whatsoever.

(b) The Joined Party acknowledges that it has, independently and without reliance upon any other Joined Party and based on such documents and information as it has deemed appropriate, made its own analysis and decision to enter into this Joinder Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement as of this [] day of [], 20 [].

[JOINED PARTY]

By: _____
Name: _____
Title: _____

**AMBAC ASSURANCE
CORPORATION**

By: _____
Name: _____
Title: _____

**THE SEGREGATED ACCOUNT OF
AMBAC ASSURANCE
CORPORATION,**

By: Ambac Assurance Corporation, as
Management Services Provider

By: _____
Name: _____
Title: _____

**U.S. BANK NATIONAL
ASSOCIATION, as Collection Agent**

By: _____
Name: _____
Title: _____

[Executed counterpart to be delivered to each party to the Collection Account Agreement
pursuant to Section 19 thereof]

EXHIBIT II

[Form of Reimbursement Amounts Direction Letter]

[_____], 2011

U.S. Bank National Association

The First Marblehead Corporation

First Marblehead Data Services, Inc.

Re: National Collegiate Student Loan Trust 2007-3

Ladies and Gentlemen:

Reference is hereby made to (i) that certain Indenture, dated as of September 1, 2007 (as amended, modified or supplemented from time to time, the "Indenture"), by and between The National Collegiate Student Loan Trust 2007-3, as Issuer (the "Issuer") and U.S. Bank National Association, as Indenture Trustee (the "Trustee"), (ii) that certain Insurance and Indemnity Agreement, dated as of September 20, 2007 (as amended, modified or supplemented from time to time, the "Insurance Agreement"), by and among The First Marblehead Corporation, First Marblehead Data Services, Inc., as Administrator (the "Administrator"), the Trustee, the Issuer, and Ambac Assurance Corporation ("Ambac" and, in such capacity, the "Note Insurer"), as Note Insurer, and (iii) that certain Note Guaranty Policy, Policy No. AB1114BE, issued by Ambac to the Trustee (as amended, modified or supplemented from time to time, the "Policy" and, along with the Indenture and the Insurance Agreement, the "Referenced Agreements"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Ambac, in its capacity as Note Insurer, is entitled to reimbursement from the Issuer for payments made under the Policy (including any interest accrued thereon in accordance with the Referenced Agreements) (all such reimbursement amounts (including any interest accrued thereon in accordance with the Referenced Agreements), in all respects subject to any reduction or other modification pursuant to any Plan of Rehabilitation of the Segregated Account of Ambac Assurance Corporation established on March 24, 2010 pursuant to Wisconsin Statute § 611.24 (the "Segregated Account"), being collectively referred to as "Reimbursement Amounts") on the

terms described in the Referenced Agreements, including, without limitation, Section 3.03(a) of the Insurance Agreement.

Ambac hereby directs U.S. Bank National Association, as Indenture Trustee under the Referenced Agreements, the Issuer, and the Administrator to pay all Reimbursement Amounts on or after [insert Closing Date] to the following account:

U.S. Bank National Association
ABA: _____
Account Name: Collection Account
Account Number: 155192000
For Credit To: _____

This direction shall be irrevocable unless written direction from Ambac and U.S. Bank National Association or its successor as "Collection Agent" under the Collection Account Agreement dated _____, 2011 (as amended, modified or supplemented from time to time) by and among the Collection Agent (as defined therein), Ambac, the Segregated Account and the Joined Parties (as defined therein) is provided to the Trustee, the Issuer, and the Administrator. For the avoidance of doubt, upon the delivery of this direction letter and acknowledgment by the Trustee, the Issuer, and the Administrator, Ambac shall have no powers to amend or change this instruction letter in any manner other than by an instrument signed by Ambac and U.S. Bank National Association, or its successor as such "Collection Agent," and the Trustee, the Issuer, and the Administrator shall act in accordance with this instruction letter unless and until such instrument has been delivered to it.

For the avoidance of doubt, Reimbursement Amounts do not include payments made under the Policy or any amounts (other than Reimbursement Amounts) due and payable to Ambac and/or the Segregated Account under the Basic Documents (together "Ambac Amounts"). Ambac Amounts should continue to be disbursed pursuant to the distribution provisions of the Basic Documents (as defined in the Indenture). This letter shall be governed by and construed in accordance with the law of the State of New York without application of any conflict of laws rules other than Section 5-1401 of the New York General Obligations Law. This letter may be executed simultaneously in any number of counterparts, each of which counterparts shall be deemed to be an original, and which counterparts together shall constitute but one and the same instrument.

Nothing contained herein shall amend, modify or affect any provisions of the Referenced Agreements, which shall remain in full force and effect, except for the change in the account to which Reimbursement Amounts shall be paid, as described above.

[Signatures to follow on following page]

AMBAC ASSURANCE CORPORATION

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,

By: _____
Name:
Title:

Acknowledged and Agreed:

THE NATIONAL COLLEGIATE STUDENT LOAN TRUST 2007-3

By: _____
Name:
Title:

U.S. BANK NATIONAL ASSOCIATION,
as Trustee,

By: _____
Name:
Title:

THE FIRST MARBLEHEAD CORPORATION

By: _____
Name:
Title:

First Marblehead Data Services, Inc.
As Administrator

By: _____
Name:
Title: