



\$790,000,000

ACCESS GROUP, INC.

FLOATING RATE STUDENT LOAN ASSET-BACKED NOTES, SERIES 2001

Securities Offered

- Classes of notes listed in the table below

Assets

- Group I loans: FFELP program student loans
- Group II loans: Private Access Group program student loans

Credit Enhancement

- Excess interest on student loans of the related group
- Limited cross-collateralization
- As to senior notes only, subordination of Class B Notes

Prospective investors in the notes should consider the discussion of certain material factors set forth under "Risk Factors" beginning on page 9 of this Offering Memorandum.

The Notes will represent limited obligations of Access Group, payable solely from the Trust Estate created under the Indenture and described herein. The Notes are not insured or guaranteed by any government agency or instrumentality, by any affiliate of Access Group, by any insurance company or by any other person or entity. The Holders will have recourse to the Trust Estate pursuant to the Indenture, but will not have recourse to any other assets of Access Group.

The notes have not been registered under the Securities Act of 1933, as amended, nor has the Indenture been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon certain exemptions set forth in such acts. The notes have not been approved or disapproved by the Securities and Exchange Commission or any state securities commission, nor has the Securities and Exchange Commission or any state securities commission passed upon the accuracy or adequacy of this Offering Memorandum. Any representation to the contrary is a criminal offense.

<u>Class/(Group)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Final Maturity Date</u>	<u>Price to Public</u>	<u>Proceeds to Access Group</u>
I A-1 (Group I)	\$120,000,000	3-month LIBOR plus 0.09%	May, 2008	100%	100%
I A-2 (Group I)	\$351,000,000	3-month LIBOR plus 0.17%	May, 2029	100%	100%
II A-1 (Group II)	\$281,200,000	3-month LIBOR plus 0.36%	May, 2029	100%	100%
B (Groups I and II)	\$ 37,800,000	3-month LIBOR plus 0.85%	May, 2034	100%	100%
Total				\$790,000,000	\$790,000,000

It is expected that delivery of the Notes will be made in book-entry-only form through The Depository Trust Company, Clearstream Banking, société anonyme, and the Euroclear System on or about August 2, 2001.

Deutsche Banc Alex. Brown

Salomon Smith Barney

UBS PaineWebber Inc.

Merrill Lynch & Co.

The date of this Offering Memorandum is July 26, 2001.

CAUTIONARY STATEMENTS REGARDING
FORWARD-LOOKING STATEMENTS IN
THIS OFFERING MEMORANDUM

Certain statements included or incorporated by reference in this Offering Memorandum constitute “forward-looking statements” within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934 and Section 27A of the United States Securities Act of 1933. Such statements are generally identifiable by the terminology used such as “plan,” “expect,” “estimate” or other similar words. Such forward-looking statements include, among others, statements made in reference to the anticipated dates of principal payments to be made with respect to the Notes, the amounts and sufficiency of deposits in the Loan Reserve Trust to make payments in regard to defaulted Financed Private Loans, expected defaults on the Financed Student Loans and the timing and amounts of the Student Loans to be acquired.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Access Group does not plan to issue any updates or revisions to those forward-looking statements if or when expectations, events, conditions or circumstances change.

SUMMARY OF TERMS

This summary highlights selected information from this document and does not contain all of the information you need to make your investment decision. To understand all of the terms of this offering, read this entire document.

PRINCIPAL PARTIES

The Issuer

- Access Group, Inc., a Delaware non-stock corporation

The Servicer

- Kentucky Higher Education Student Loan Corporation

The Indenture Trustee

- Firststar Bank, National Association

The Eligible Lender Trustee

- Firststar Bank, National Association

DATES

Quarterly Payment Dates

The 25th day of each February, May, August and November, commencing November, 2001. If the 25th is not a business day, the next business day will be the quarterly payment date.

Date of Issuance

On or about August 2, 2001.

Record Dates

The business day before each quarterly payment date.

Collection Periods

The period from the date of issuance to October 31, 2001 and each succeeding three-month period.

TRUST ESTATE ASSETS

The notes will be divided into two groups. The assets that secure the notes will likewise be divided into two groups. The notes of each group will be payable

primarily from the revenues from the student loans and other assets allocated to the related asset group.

Group I assets consist of:

- a portfolio of FFELP loans originated under the Access Group loan program, to be financed on the date of issuance, which had an aggregate outstanding balance as of May 31, 2001 of approximately \$402,375,651;
- an additional portfolio of FFELP loans originated under the Access Group loan program, expected to be financed by Access Group by January 31, 2002, which had an aggregate outstanding balance as of May 31, 2001 of approximately \$43,280,974;
- additional FFELP loans originated under the Access Group loan program expected to be financed by Access Group by January 31, 2002;
- consolidation loans expected to be originated prior to August 1, 2003 with principal collections on the financed FFELP loans;
- the moneys and investment securities in the group I collection account, group I capitalized interest account and group I pre-funding account under the indenture; and
- rights under the FFELP guarantee agreements and other related contracts.

Group II assets consist of:

- a portfolio of "private" student loans originated under the Access Group loan program, to be financed on the date of issuance, which had an aggregate outstanding balance as of May 31, 2001 of approximately \$227,747,204;
- an additional portfolio of private loans originated under the Access Group loan program, expected to be financed by January 31, 2002, which had an aggregate

outstanding balance as of May 31, 2001 of approximately \$39,148,425;

- additional private loans originated under the Access Group loan program expected to be financed by Access Group by January 31, 2002;
- the moneys and investment securities in the group II collection account, group II capitalized interest account and group II pre-funding account under the indenture; and
- rights under related contracts, including the loan reserve trust agreement and loan reserve reimbursement agreement.

FFELP Loans (Group I)

FFELP loans are loans originated under the Federal Family Education Loan Program created by the Higher Education Act. Third party guarantee agencies guarantee the payment of 98% of the principal amount of FFELP loans plus interest on the FFELP loans. Guarantee agencies that provide guarantees for the initial portfolio of FFELP loans include Massachusetts Higher Education Assistance Corporation (doing business as American Student Assistance), United Student Aid Funds, Inc., California Student Aid Commission, New York State Higher Education Services Corporation and others. These loans are partially reinsured by the federal government. See “The Financed Student Loans,” “Description of the FFELP Program” and “Description of the Guarantee Agencies.”

Private Loans (Group II)

Private loans are supplemental loans made pursuant to the Access Group loan program. These loans are not guaranteed or reinsured by the FFELP guarantee agencies or the federal government. A trust has been established to act as a loan reserve to pay defaulted private loans. The loan reserve trust is a Delaware business trust of which Wilmington Trust Company is the trustee. The loan reserve trust will not be funded at the date of issuance, but will be funded by guarantee fees paid with respect to the private loans. Those fees, which are required to be advanced by Access Group and added to the principal balance of the private loans, are expected to be paid from amounts in the group II capitalized interest account and group II revenues as described below under “Distributions—Priority of Payments.” The guarantee fees range from 5.0% to 12.9% of the principal balance of the private loan at the

time it enters repayment. The weighted average of the guarantee fees payable with respect to the private loans identified in this offering memorandum, based on the outstanding balances of such private loans as of May 31, 2001, and after adjustment for administrative fees payable to Access Group, is approximately 9%. See “The Financed Student Loans” and “Description of Private Loans.”

Pre-Funding Accounts

A portion of the proceeds of the notes of each group will be deposited into the pre-funding account for that group.

Group I

Approximately \$77,639,349 of the proceeds of the group I notes will be deposited in the group I pre-funding account. Amounts on deposit in the group I pre-funding account are expected to be used (i) to pay a portion of the accrued interest included in the acquisition cost of the FFELP loans to be acquired on the date of issuance, and (ii) to acquire additional FFELP loans on or prior to January 31, 2002. If amounts on deposit in the group I pre-funding account are not fully utilized by that date, those amounts will be distributed as part of group I available funds on the next quarterly payment date. That amount will be included in the group I principal distribution amount on that date, which may result in a prepayment of principal of the group I notes.

Group II

Approximately \$47,252,796 of the proceeds of the group II notes will be deposited in the group II pre-funding account. Amounts on deposit in the group II pre-funding account are expected to be used (i) to pay a portion of the accrued interest included in the acquisition cost of the private loans to be acquired on the date of issuance, and (ii) to acquire additional private loans on or prior to January 31, 2002. If amounts on deposit in the group II pre-funding account are not fully utilized by that date, those amounts will be distributed as part of group II available funds on the next quarterly payment date. That amount will be included in the group II principal distribution amount on that date, which may result in a prepayment of principal of the group II notes.

Capitalized Interest Accounts

A portion of the proceeds of the notes of each group will be deposited into the corresponding capitalized interest account.

Group I

Approximately \$19,985,000 of the proceeds of the group I notes will be deposited in the group I capitalized interest account. Amounts in the group I capitalized interest account will be available, among other things, to provide for payments of interest on the group I notes if amounts available in the group I collection account are not sufficient for that purpose. Any amount in excess of \$300,000 remaining in the group I capitalized interest account on the capitalized interest release date will be distributed as part of group I available funds on that date. That amount will be included in the group I principal distribution amount on that date, which may result in a prepayment of principal of the group I notes. The group I capitalized interest release date will be the later of the quarterly payment date in August, 2007 or the first quarterly payment date after no more than 10% of the financed FFELP loans are still in school or grace status as of the end of the related collection period.

Group II

Approximately \$65,000,000 of the proceeds of the group II notes will be deposited in the group II capitalized interest account. Amounts in the group II capitalized interest account will be available, among other things, to provide for payments of interest on the group II notes or used to pay guarantee fees with respect to private loans to fund the loan reserve trust, if amounts available in the group II collection account are not sufficient for those purposes. Any amount in excess of \$300,000 remaining in the group II capitalized interest account on the capitalized interest release date will be distributed as part of group II available funds on that date. That amount will be included in the group II principal distribution amount on that date, which may result in a prepayment of principal of the group II notes. The group II capitalized interest release date will be the later of the quarterly payment date in August, 2007 or the first quarterly payment date after no more than 10% of the financed private loans are still in school or grace status as of the end of the related collection period.

THE NOTES

Access Group is issuing \$840,000,000 of its floating rate student loan asset-backed notes in six classes.

Offered Notes

- \$120,000,000 Class I A-1 Notes
- \$351,000,000 Class I A-2 Notes
- \$281,200,000 Class II A-1 Notes
- \$37,800,000 Class B Notes

Non-Offered Notes

- \$15,000,000 Class I A-1A Notes
- \$35,000,000 Class II A-1A Notes

Notes

- Offered notes and non-offered notes

Subordinate Notes

- Class B Notes

The class B notes are made up of:

- \$14,000,000 group I class B note component
- \$23,800,000 group II class B note component

The component balance of each class B note component will be reduced by payments of principal in respect of that class B note component. The sum of the balances of the class B note components equals the outstanding principal amount of the Class B Notes.

The group I class B note component and the group II class B note component may not be traded separately.

Group I Notes

- Class I A-1A Notes
- Class I A-1 Notes
- Class I A-2 Notes
- group I class B note component

The group I notes are payable primarily from revenues received on the group I (FFELP) loans and the other assets allocated to the group I notes.

Group I Senior Notes

- Class I A-1A Notes
- Class I A-1 Notes
- Class I A-2 Notes

Group I Subordinate Notes

- group I class B note component

Group II Notes

- Class II A-1A Notes
- Class II A-1 Notes
- group II class B note component

The group II notes are payable primarily from revenues received on the group II (private) loans and the other assets allocated to the group II notes.

Group II Senior Notes

- Class II A-1A Notes
- Class II A-1 Notes

Group II Subordinate Notes

- group II class B note component

Denominations

The offered notes are offered in initial denominations which are multiples of \$1,000.

INTEREST

Interest Rate

Each class of offered notes will bear interest at a rate equal to the 3-month London Interbank Offered Rate (LIBOR) plus the applicable interest rate margin set forth on the cover of this offering memorandum.

Interest on the notes will be payable on each quarterly payment date to the persons who are the registered owners thereof as of the preceding business day.

Initial Interest Period

The initial interest period will be the period from the date of issuance to November 26, 2001. During the initial interest period, the interest rate to be in effect to August 25, 2001 will be determined on or about July 31, 2001, and the rate to be in effect from August 25, 2001 to November 26, 2001 will be determined on August 23, 2001.

Subsequent Interest Periods

After the initial interest period, interest will accrue for each period from a quarterly payment date to the next quarterly payment date.

Calculation of Interest

The interest rates on the offered notes will be determined for each quarterly interest period based upon 3-month LIBOR two business days before the commencement of the interest period. Interest on the offered notes will be calculated on the basis of the actual number of days elapsed in the related interest period over a year consisting of 360 days.

On any quarterly payment date, holders of the class B notes will receive the sum of the amount of interest paid in respect of the group I class B note component plus the amount of interest paid in respect of the group II class B note component.

Interest Rate Information

After issuance of the notes, you may obtain the current interest rates from Access Group's web site at www.accessgroup.org/investors, or by telephone from the trustee at (513) 762-8870.

PRINCIPAL

Distributions

For each group, principal distributions will be made on each quarterly payment date, to the extent of the lesser of available funds for that purpose and the related principal distribution amount. As of the date of issuance, only a small portion of the student loans to be financed will have entered repayment and interest will be deferred on a large percentage of the loans, particularly the private loans. In addition, group II available funds will be applied to the payment of guarantee fees to fund the loan reserve trust before being applied to the payment of principal. Finally, any principal distribution with respect to a group will be applied first to the non-offered notes of that group, until all of those notes are retired. For those reasons, Access Group does not expect that there will be any principal distributions with respect to the group I offered notes until approximately May, 2003 or with respect to the group II offered notes until approximately August, 2005.

The principal distribution amount for each group is equal to the sum of:

1. the net decrease in the pool balance of that group during the related collection period, plus
2. any amount distributed from that group's capitalized interested account on the quarterly payment date as available funds, plus
3. any carry-over from the prior quarterly payment date, representing the excess of the principal distribution amount for that group (without giving effect to clause 4 below) over the amount actually distributed as principal of the notes, plus
4. only if, after giving effect to all prior applications of available funds on the quarterly payment date, the outstanding principal amount of the notes of a group, plus accrued interest thereon, exceeds the aggregate principal amount of the financed student loans of such group, plus accrued interest and (with respect to the FFELP loans) accrued special allowance payments thereon, plus the balances in such group's collection account, pre-funding account and capitalized interest account, any available funds remaining after those prior applications.

The pool balance with respect to either group at any time is equal to the aggregate principal balance of the financed student loans of that group, plus accrued interest thereon (to the extent that interest will be capitalized upon commencement of repayment), plus the amounts in that group's pre-funding account. The computation of the net decrease in a group's pool balance during a collection period will give effect to the following (without duplication):

- reductions in the pool balance as a result of principal and interest payments by or on behalf of borrowers with respect to the financed student loans of a group,
- reductions in the pool balance as a result of defaults on financed student loans of that group (including student loans for which default claims are paid and losses realized on the student loans to the extent they are not covered by guarantee payments or payments from the loan reserve trust, as the case may be),

- reductions in the pool balance as a result of the purchase of financed student loans of that group by the originating lender, the servicer or Access Group,
- any reduction in the pool balance as a result of distribution from that group's pre-funding account upon the termination of that account,
- increases in the pool balance as a result of the accrual of interest on the financed student loans of that group,
- in the case of group I, increases in the pool balance as a result of the origination of consolidation loans, and
- in the case of group II, increases in the pool balance as a result of the capitalization of guarantee fees.

DISTRIBUTIONS

Available Funds

On each quarterly payment date, the following funds relating to each group will be available for distribution:

1. all amounts received in that group's collection account and not yet paid out as of the last day of the related collection period,
2. only on the capitalized interest release date for that group, amounts in excess of \$300,000 remaining in that group's capitalized interest account,
3. amounts in that group's capitalized interest account, but only to the extent necessary (after application of funds in the related collection account) to pay (a) administrative allowances and trustee fees, (b) interest then due on the senior notes and that group's class B note component, (c) principal of notes of that group at their final maturity and (d) in the case of group II only, guarantee fees with respect to the private loans to fund the loan reserve trust, and
4. amounts received in that group's collection account after the last day of the related collection period, but only to the extent necessary (after giving effect to clause 3 above) to pay (a) administrative allowances

and trustee fees, and (b) interest then due on the senior notes and that group's class B note component.

Amounts received in the collection account for a group will include principal, interest and late payment charges (and for group I loans, special allowance payments) with respect to the financed student loans of that group, investment earnings on funds in that group's collection, pre-funding and capitalized interest accounts, any amounts received from the originating lender, the servicer or Access Group upon their purchase of student loans of that group and (only on the first quarterly payment date occurring after the termination date for that group's pre-funding account) amounts remaining in that account. Principal and interest collections for the group I loans will include payments of defaulted loans by the FFELP guarantee agencies. Principal and interest collections for the group II loans will include reimbursements for defaulted loans from the loan reserve trust.

Amounts received in the group I collection account will be applied prior to the quarterly payment dates to pay required monthly consolidation loan fees to the Department of Education and to make any indemnity payments required to be made to another beneficiary of FFELP loans held by the eligible lender trustee. In addition, prior to August 1, 2003, amounts received during the collection period in respect of principal on the group I loans may be applied to the origination of consolidation loans. Any amounts applied during a collection period will not be included in available funds on a quarterly payment date.

Priority of Payments

On each quarterly payment date, the group I available funds will be applied in the following order of priority:

- first, to Access Group, an amount equal to the group I administrative allowance for the preceding quarter, and to the trustee, an amount equal to its trustee fees for the preceding quarter that are allocable to group I,
- second, to the payment of interest due on the group I senior notes and the payment of other fees and amounts due with respect to the class I A-1A notes,
- third (unless a subordinate note interest trigger is in effect), to the payment of interest due on the group I class B note component,
- fourth, to the payment of principal with respect to the group I senior notes and (after the stepdown date and if no subordinate note principal trigger has occurred) the group I class B note component as described below under "—Allocation of Principal Distribution Amount,"
- fifth, to the extent group II available funds are insufficient to pay those amounts, to the payment of amounts described in clauses first through fifth below with respect to group II,
- sixth, if a subordinate note interest trigger is in effect, to payment of interest due on the group I class B note component,
- seventh, to the extent group II available funds are insufficient to pay those amounts, to the payment of interest due on the group II class B note component, and
- eighth, to Access Group, any remainder.

On each quarterly payment date, group II available funds will be applied in the following order of priority:

- first, to Access Group, an amount equal to the group II administrative allowance for the preceding quarter, and to the trustee, an amount equal to its trustee fees for the preceding quarter that are allocable to group II,
- second, to the payment of interest due on the group II senior notes and the payment of other fees and amounts due with respect to the class II A-1A notes,
- third, to pay guarantee fees with respect to private loans to fund the loan reserve trust, and/or to reimburse Access Group for its payment of those fees,
- fourth (unless a subordinate note interest trigger is in effect), to the payment of interest due on the group II class B note component,
- fifth, to the payment of principal with respect to group II senior notes and (after the stepdown date and if no subordinate note principal trigger has occurred) the group II class B note component as described below under "—Allocation of Principal Distribution Amount,"

- sixth, to the extent group I available funds are insufficient to pay those amounts, to the payment of amounts described in clauses first through fourth above with respect to group I,
- seventh, if a subordinate note interest trigger is in effect, to payment of interest due on the group II class B note component,
- eighth, to the extent group I available funds are insufficient to pay those amounts, to the payment of interest due on the group I class B note component, and
- ninth, to Access Group, any remainder.

The application of revenues is described in further detail under “Description of the Indenture—Distributions of Available Funds.”

Subordinate Note Interest Trigger

A subordinate note interest trigger goes into effect for a group if on the last day of the related collection period, the aggregate principal balance of that group’s senior notes exceeds the sum of the pool balance of that group plus the amount on deposit in that group’s capitalized interest account. The subordinate note interest trigger remains in effect as long as the aggregate principal balance of that group’s senior notes and that group’s class B note component exceeds the sum of the pool balance of that group plus the amount on deposit in that group’s capitalized interest account. While this condition exists, the priority of payment of interest on that group’s class B note component will be affected as described above.

Stepdown Date

The stepdown date for either group will be the earlier of (i) the first date on which no senior notes of that group remain outstanding or (ii) the fifth anniversary of the date of issuance.

Subordinate Note Principal Trigger

A subordinate note principal trigger with respect to either group will occur if a subordinate note interest trigger occurs with respect to that group. In addition, a subordinate note principal trigger with respect to group I will occur if the cumulative default ratio for group I exceeds 25% as of the end of the related collection period, and a subordinate note principal trigger with respect to group II will occur if the cumulative default

ratio for group II exceeds 17% as of the end of the related collection period. The cumulative default ratio means the ratio of the aggregate principal balance of financed student loans of a group with respect to which default claims have been filed, to the aggregate principal balance of all financed student loans ever included in that group, at the respective times they enter repayment. If a subordinate note principal trigger occurs, no principal payments will be made with respect to that group’s class B note component until no senior notes of that group remain outstanding. Instead, all principal payments with respect to that group will be allocated to the senior notes of that group.

Allocation of Principal Distribution Amount

Prior to the stepdown date of a group, or after the stepdown date of a group if a subordinate note principal trigger has occurred with respect to that group, the principal distribution amount for that group will be payable solely to that group’s senior notes in sequential order beginning with the class A-1A notes, then the class A-1 notes, and then (in the case of group I) the class A-2 notes of that group. After the stepdown date of a group and so long as no subordinate note principal trigger has occurred for that group, the senior percentage of the principal distribution amount will be payable to that group’s senior notes (in the same order of priority as described in the preceding sentence) and the subordinate percentage of the principal distribution amount will be payable to the class B notes in reduction of the principal amount of that group’s class B note component.

The senior percentage of a group at any time equals the percentage equivalent of a fraction, the numerator of which is the aggregate principal balance of that group’s senior notes and the denominator of which is the sum of the aggregate principal balance of that group’s senior notes plus the aggregate principal balance of that group’s class B note component. The subordinate percentage for any group is equal to 100% minus the senior percentage for that group.

Final Maturity Dates

The final maturity dates of the notes are set forth on the cover of this offering memorandum.

The outstanding principal amount of each class of notes is due and payable on its final maturity date.

REDEMPTION

All of the outstanding Notes will be subject to mandatory redemption on the quarterly payment date occurring in August 2011. If Access Group has not refinanced the financed student loans in a manner that provides sufficient funds to redeem all of the outstanding notes on that date, the financed student loans of each group will be offered for sale. The sale price must be sufficient, together with other funds available under the indenture, to pay the entire outstanding principal amount of the notes of that group, together with interest thereon on the quarterly payment date following the sale.

All outstanding notes of either group are subject to redemption in whole, at the option of Access Group, on any quarterly payment date after the aggregate principal balance of the financed student loans of that group is less than 10% of the aggregate of the principal balances of the student loans of that group acquired on the date of issuance and the student loans of that group acquired from that group's pre-funding account, at the times of their acquisitions.

In either case the redemption price will be 100% of the principal amount of the notes plus accrued interest to the redemption date. See "Description of Notes—Mandatory Redemption" and "—Optional Redemption."

CREDIT ENHANCEMENT

Group I Senior Notes

- excess interest on the group I loans
- subordination of the group I class B note component
- limited cross-collateralization from group II revenues and assets

Group I Class B Note Component

- excess interest on the group I loans
- limited cross-collateralization from group II revenues and assets

Group II Senior Notes

- excess interest on the group II loans

- subordination of the group II class B note component
- limited cross-collateralization from group I revenues and assets

Group II Class B Note Component

- excess interest on the group II loans
- limited cross-collateralization from group I revenues and assets

REGISTRATION, CLEARING AND SETTLEMENT

You will hold your interest in the notes through The Depository Trust Company, Clearstream Banking société anonyme or the Euroclear System. You will not be entitled to receive definitive certificates representing your interests in the notes, except in certain limited circumstances. See "Description of Notes—Book Entry Registration."

RATINGS

It is a condition to the underwriters' obligation to purchase the notes that the senior notes of each group are rated in the highest rating category and the class B notes are rated in one of the four highest rating categories of each of two rating agencies. See "Risk Factors—Credit ratings only address a limited scope of your concerns."

FEDERAL INCOME TAX CONSEQUENCES

In the opinion of Foley & Lardner, the notes will be characterized as debt obligations for federal income tax purposes. Interest paid or accrued on the notes will be taxable to you.

By accepting your note, you agree to treat your note as a debt instrument for income tax purposes.

See "United States Federal Income Tax Consequences."

ERISA CONSIDERATIONS

Access Group expects that the notes will be treated as debt obligations without significant equity features for purposes of applicable ERISA regulations of the Department of Labor, and that the notes will be eligible for purchase by employee benefit plans and individual retirement accounts as described in “ERISA Considerations.”

RISK FACTORS

You should consider the following risk factors in deciding whether to purchase the Notes.

Limited assets will be available to pay principal and interest, which could result in delays in payment or losses on the notes.

The notes are obligations solely of Access Group, and will not be insured or guaranteed by the originating lender, the servicer, the guarantee agencies, the trustee or any of their affiliates, or by the Department of Education. Moreover, Access Group will have no obligation to make any of its assets available to pay principal or interest on the notes, other than the student loans acquired with proceeds of the notes and the other assets making up the trust estate. Noteholders must rely for repayment upon revenues realized from the student loans and other assets in the trust estate which are available for payment of the notes of their group. See “Source of Payment and Security for the Notes.” Noteholders will have no claim to any amounts properly distributed to Access Group from time to time.

The financial health of the guarantee agencies could decline, or the loan reserve trust may be exhausted, which could affect the timing and amounts available for payment of the notes.

The student loans are not secured by any collateral of the borrowers. The repayment of the student loans is dependent upon the ability and willingness of the borrowers to repay, and the obligation and ability of the FFELP guarantee agencies or the loan reserve trust to pay claims on defaulted student loans.

Group I – Payments of principal and interest on the FFELP loans are guaranteed by guarantee agencies to the extent described in this offering memorandum. Excessive borrower defaults could impair a guarantee agency’s ability to meet its guarantee obligations. The financial health of a guarantee agency could affect the timing and amount of group I available funds for any collection period and Access Group’s ability to pay principal of and interest on the group I notes.

Although a holder of FFELP loans could submit claims for payment directly to the Department of Education pursuant to section 432(o) of the Higher Education Act if the Department of Education determines that a FFELP guarantee agency is unable to meet its insurance obligations, there is no assurance that the Department of Education would make such a determination or that it would pay claims in a timely manner. The trustee may receive claim payments on FFELP loans directly from the Department of Education under Section 432(o) if such a determination is made. See “Description of the FFEL Program” and “Description of the Guarantee Agencies.”

Group II – The private loans are not guaranteed or insured by any FFELP guarantee agency, or by any governmental agent. As a result, the private loans have a higher risk of loss than FFELP loans. If the borrower defaults on a financed private loan, only amounts, if any, on deposit in the loan reserve trust will be available to make payments on that loan. No other party has agreed to guaranty private loans.

The only revenues available to the loan reserve trust are guarantee fees paid by Access Group, investment earnings on amounts, if any, on deposit in the loan reserve trust related to the financed private loans, and collections on defaulted financed private loans. Although Access Group has established the guarantee fees at levels that it believes will be sufficient to pay expected losses with respect to the financed private loans, there can be no assurance that losses will not exceed those expectations. Moreover, the loan reserve trust is funded only as guarantee fees are paid when loans enter repayment, and as funds are available for such purpose under the indenture or from other funds of Access Group. If, at any time (i) defaults with respect to the financed private loans exceed those expected by Access Group, (ii) recoveries with respect to defaulted private loans fall short of those expected by Access Group, (iii) payments of guarantee fees have not been made to the loan reserve trust, or (iv) investment earnings with respect to amounts in the loan reserve trust fall short of those expected by Access Group, the loan reserve trust may not have sufficient funds to pay all default claims with respect to financed private loans.

In addition, amounts in the loan reserve trust may be released to Access Group if certain cumulative default ratios are not exceeded on specified dates. There is no assurance that, following any such release, the remaining funds in the loan reserve trust will be sufficient to pay all default claims. Neither the loan reserve trust, the trustee, nor the holders of the notes will have any right to amounts properly released to Access Group.

To the extent the amount of money in the loan reserve trust is insufficient to cover losses on the private loans, holders of the group II notes will bear the risk of loss resulting from defaults by borrowers of financed private loans. Holders of the group II notes will also bear the risk that prepayments on the private student loans are faster or slower than anticipated.

See “Description of Private Loans—Loan Reserve Trust.”

Failure by loan holders or servicers to comply with student loan origination and servicing procedures could cause delays in payment or losses on the notes.

Group I - The Higher Education Act requires lenders and servicers to follow specified procedures to ensure that the FFELP loans are properly originated and serviced. Failure to follow these procedures may result in:

- The Department of Education’s refusal to make reinsurance payments to the guarantee agencies or to make interest subsidy payments and special allowance payments to the trustee with respect to the FFELP loans; and
- The guarantee agencies’ refusal or inability to make guarantee payments with respect to the FFELP loans.

Loss of any of these payments may adversely affect Access Group’s ability to pay principal of and interest on the group I notes. See “The Financed Student Loans—Servicing and ‘Due Diligence’” and “Description of the FFEL Program.”

Group II – The loan reserve reimbursement agreement with the loan reserve trust requires Access Group and its servicers to follow specified procedures to ensure that the private loans are properly originated and serviced. Failure to follow these procedures may result in the loan reserve trust’s refusal to pay defaulted private loans.

Loss of any of these payments may adversely affect Access Group's ability to pay principal of and interest on the group II notes. See "The Financed Student Loans—Servicing and 'Due Diligence'" and "Description of Private Loans—Loan Reserve Trust."

Termination of the servicing agreement could result in losses with respect to the loans.

The initial servicing agreement with Kentucky Higher Education Student Loan Corporation ("KHESLC") has a term that expires in June, 2003. If the term of the agreement is not extended, Access Group would be required to transfer the loans to a new servicer. In addition, upon a servicer default, the holders of the senior notes of a group have the right to require Access Group to transfer the servicing of the loans of that group. There is no assurance that a new servicer could be found to service the loans according to the same standards or for the same fees as under the initial servicing agreement. Any transfer of loans to a new servicer could result in reduced loan collections and an increased risk of failure to meet all required due diligence procedures, and could adversely affect Access Group's ability to pay principal of and interest on the notes.

The servicer's performance may be affected by increases in loan volume.

Access Group expects to transfer the servicing of separate, large portfolios of its student loans to KHESLC over the next several months. If the transfer of servicing responsibilities, or the assumption of servicing responsibilities by KHESLC with respect to a large volume of additional loans, were to result in the failure to meet the required procedures, Access Group's ability to pay principal of and interest on the notes could be adversely affected.

Performance may be affected by the servicer's limited experience servicing private loans.

Group II – Although the servicer has extensive experience servicing FFELP loans, it has only limited experience servicing private loans. Moreover, under the terms of its servicing agreement, KHESLC is not responsible for collection activities with respect to private loans that have become 90 days delinquent. Access Group is responsible for engaging one or more collection agents for the delinquent and defaulted private loans. Although Access Group has relationships with certain collection agents, it does not have (nor is it required to have) any long-term commitment from any collection agent to collect the delinquent private loans. Because the servicing of private student loans of the type financed with group II note proceeds (as compared to the servicing of FFELP loans) requires special skill and diligence, any failure of either KHESLC to properly service the financed private loans or Access Group to have the delinquent and defaulted private loans collected by a qualified collection agent could adversely affect Access Group's ability to pay principal of and interest on the group II notes.

Increased competition from other lenders and the Federal Direct Student Loan Program could adversely affect the cost or quality of servicing.

The Access Group Loan Program faces competition from other lenders that could decrease the volume of loans owned by Access Group. Additionally, the Higher Education Act provides for a Federal Direct Student Loan Program. This program could result in reductions in the volume of loans made under the FFEL program. Reduced volume in Access Group's program in particular and in the FFEL program in general may cause a servicer to experience increased costs due to reduced economies of scale. These cost increases could reduce the ability of the servicer to satisfy its obligations to service the student loans. This could also reduce revenues received by the guarantee agencies available to pay claims on defaulted FFELP loans.

If a loan is not eligible for guarantee payments or payments from the loan reserve trust, the trust estate may incur losses on that loan unless Access Group, the lender or the servicer purchases it because of a breach of a representation or warranty.

Group I – The majority of the financed FFELP loans will be acquired from Access Funding A-2, LLC. The transfer of FFELP loans from Access Funding A-2, LLC is without recourse against the transferor of those loans. Neither Access Group nor the trustee will have any right to make recourse to or collect from the transferor if those student loans should fail to meet the requirements of an eligible loan for any reason or if the transfer should prove to have failed to provide the trustee with good title to those student loans. However, Access Group provided origination services in the origination of the financed FFELP loans and will be obligated to purchase FFELP loans that are not eligible for guarantee payments as a result of origination errors.

Groups I and II – All of the private loans and a portion of the FFELP loans will be purchased from National City Bank. National City Bank has made representations and warranties in the student loan purchase agreements in connection with its sales of student loans to Access Group. If those representations and warranties are breached as to a given student loan, National City Bank will be obligated to repurchase the student loan. However, Access Group does not examine the documents relating to student loans to the extent necessary to determine whether National City Bank has met all of the conditions necessary for FFELP loans to qualify for guarantee payments from the applicable FFELP guarantee agency or for private loans to qualify for payments from the loan reserve trust. Finally, those representations and warranties will not cover any problem arising after the sale of the student loan to Access Group that was not caused by a breach of the representations and warranties (such as a failure to service the student loan properly).

Kentucky Higher Education Student Loan Corporation (“KHESLC”) will service all of the financed student loans. KHESLC will be obligated to purchase FFELP loans which lose their guarantee or private loans which lose the benefit of the loan reserve trust because KHESLC fails to properly service the loans.

National City Bank, KHESLC or Access Group may not have the financial resources to purchase any student loan which it is contractually obligated to purchase. No such failure would be an event of default, or would permit the exercise of remedies, under the indenture.

Borrowers of student loans are subject to a variety of factors that may adversely affect their repayment ability.

Collections on the student loans during a collection period may vary greatly in both timing and amount from the payments actually due on the student loans for that collection period for a variety of economic, social and other factors.

Failures by borrowers to pay timely the principal and interest on their student loans or an increase in deferments or forbearances could affect the timing and amount of available funds for any collection period and Access Group’s ability to pay principal and interest on your notes. In addition, the student loans to be financed have been made to graduate and professional students, who generally have higher debt burdens than student loan borrowers as a whole. The effect of these factors, including the effect on the timing and amount of available funds for any collection period and the ability to pay principal and interest on your notes, is impossible to predict.

Offset by guarantee agencies or the Department of Education could reduce the amounts available for payment of the group I notes.

Group I – The eligible lender trustee will use a Department of Education lender identification number that is also used for other FFELP loans held by the eligible lender trustee on behalf of Access Group. The billings submitted to the Department of Education will be consolidated with the billings for payments for all FFELP loans held by the eligible lender trustee on behalf of Access Group, and payments on the billings will be made by the Department of Education or the guarantee agency to the eligible lender trustee in lump sum form. These payments will be allocated by the eligible lender trustee among the various FFELP loans held under the same lender identification number.

If the Department of Education or a guarantee agency determines that the eligible lender trustee owes a liability to the Department of Education or the guarantee agency on any FFELP loan for which the eligible lender trustee is legal titleholder, the Department of Education or the guarantee agency might seek to collect that liability by offsetting against payments due the eligible lender trustee under the indenture. This offsetting or shortfall of payments due to the eligible lender trustee could adversely affect the amount of available funds and Access Group’s ability to pay the principal of and interest on the group I notes.

Although the indenture contains provisions for cross-indemnification with respect to such payments and offsets, there can be no assurance that the amount of funds available with respect to such right of indemnification would be adequate to compensate the indenture and noteholders for any previous reduction in the available funds for a collection period.

The FFEL program could change, which could adversely affect the FFELP loans and the timing and amounts available for payment of the group I notes.

Group I – The Higher Education Act and other relevant federal or state laws may be amended or modified in the future. Access Group cannot predict whether any changes will be adopted or, if so, what impact such changes may have on Access Group or the group I notes.

The interest rates on the student loans may be insufficient to cover interest on the notes.

Payment of principal and interest on the notes of a group is dependent upon collections on the related student loans. The interest rate for the offered notes will be based generally on the three-month London interbank offered rate (LIBOR). However, in addition to stated interest on the non-offered notes, the holders of those notes are entitled to be reimbursed, to the extent funds are available for that purpose, for certain taxes or other costs incurred by them in connection with their ownership of the non-offered notes. Subject to a limit contained in the indenture, those taxes and other costs relating to each group will be paid on a pro rata basis with interest on the senior notes of that group.

Group I - The return on the FFELP loans is generally based on three month commercial paper rates. In addition, under borrower payment incentives offered by Access Group, interest rates on financed FFELP loans may be reduced based upon the payment performance of the borrowers. Access Group cannot predict which borrowers will qualify for these incentives. The effect of these incentive programs may be to reduce the yield on the financed FFELP loans.

Group II - A portion of the private loans bear interest at a rate based on U.S. Treasury bill rates. In addition, although the rates on the majority of the private student loans are based on three-month LIBOR, those rates are determined at different times than the interest rates on the notes.

Unspent proceeds of the notes and other moneys in the accounts under the indenture will be invested at fluctuating interest rates. There can be no assurance as to the interest rates at which these proceeds and moneys can be invested.

If the yields on the financed student loans of a group and investments of the related accounts do not generally exceed the interest rate on the notes of that group and expenses relating to the servicing of those financed student loans and administration of the indenture, Access Group may have insufficient funds to repay the notes of that group.

The outstanding principal amount of the notes of a group may exceed the principal amount of the assets of the related group, which could result in losses on the notes if there was a liquidation.

At any given time, the principal amount of outstanding notes of a group may exceed the principal amount of student loans of that group and other assets held by the trustee in that group's accounts under the indenture. If an event of default occurs with respect to a group and the assets of that group in the trust estate are liquidated, the student loans would have to be sold at a premium for the holders of that group's class B note component, and possibly the holders of that group's senior notes, to avoid a loss. Access Group cannot predict whether or when the aggregate principal amount of the notes of either group may exceed the aggregate principal amount of the student loans and other assets of that group in the trust estate.

If the trustee is forced to sell loans of either group after an event of default, there could be losses on the notes of that group.

Generally, during an event of default with respect to a note group, and subject to the rights of noteholders to direct remedies, the trustee is authorized to sell the student loans of that group. However, the trustee may not find a purchaser for the student loans. Also, the market value of the student loans plus other assets of that group in the trust estate might not equal the principal amount of notes of that group plus accrued interest.

Group I - The competition currently existing in the secondary market for loans made under the FFEL program could be reduced, resulting in fewer potential buyers of the FFELP loans and lower prices available in the secondary market for those loans.

Group II - The market for private loans is not as developed as the market for FFELP loans. There may be even fewer potential buyers for those loans, and therefore lower prices available in the secondary market.

The noteholders of a group (particularly the holders of the class B notes) may suffer a loss if the trustee is unable to find purchaser(s) willing to pay sufficient prices for the student loans of that group.

Application of consumer protection laws to the loans may increase costs and uncertainties about the private loans.

Group II - Consumer protection laws impose requirements upon lenders and servicers. Some state and federal laws impose finance charge restrictions on certain transactions and require certain disclosures of legal rights and obligations. Furthermore, to the extent applicable, these laws can impose specific statutory liabilities upon creditors who fail to comply with their provisions and may affect the enforceability of the loan. As they relate to FFELP loans, these laws are generally preempted by the Higher Education Act. However, private loans are subject to applicable laws regulating loans to consumers.

The composition and characteristics of the loan portfolios will continually change.

The student loans of each group that Access Group intends to acquire with the proceeds of the notes on the date of issuance and in November, 2001 are described in this offering memorandum. The characteristics of the student loan portfolios included in the trust estate will change from time to time as a result of the expected acquisition in November, 2001 of additional loans not described in this offering memorandum and (in the case of group I) the origination of consolidation loans, as well as scheduled amortization, prepayments, delinquencies and defaults on the loans.

Group I - In addition, the characteristics of the FFELP loan portfolio will change as consolidation loans are originated and the characteristics of the FFELP Loans may also change as a result of amendments to the Higher Education Act.

Your notes may not be repaid on their final maturity date or mandatory redemption date.

Access Group expects that final payment of each class of notes will occur on or prior to the earlier of the mandatory redemption date or the respective final maturity dates. Failure to redeem the notes of a group on the mandatory redemption date would trigger a requirement that the trustee conduct an auction of the related student loans. Failure to make final payment of any class of senior notes on or prior to the respective final maturity dates would constitute an event of default under the indenture. However, no assurance can be given that sufficient funds will be available to pay each class of notes in full on or prior to its final maturity date. If sufficient funds are not available, final payment of any class of notes could occur later than the stated maturity date for that class or you could suffer a loss on your investment.

Bankruptcy of Access Group could result in accelerated repayment on the notes.

If Access Group were to become the subject of a bankruptcy proceeding, the United States Bankruptcy Code could materially limit or prevent the enforcement of Access Group's obligations, including its obligations under the notes. Access Group's trustee in bankruptcy or Access Group itself as debtor-in-possession may seek to accelerate payment on the notes and liquidate the assets held under the indenture. If principal on the notes is declared due and payable, you may lose the right to future payments and face reinvestment risks mentioned below. If the assets held under the indenture are liquidated, you may face the risks relating to the sale of the applicable loan portfolio mentioned above.

Other parties may have or may obtain a superior interest in the student loans.

If, through inadvertence or fraud, financed student loans were to be sold to a purchaser who purchases in good faith without knowledge of the trustee's security interest, such purchaser could defeat the trustee's security interest.

Transfer of FFELP loans from Access Funding A-2, LLC could be subject to avoidance.

Group I - The FFELP loans will be transferred by Access Funding A-2, LLC in the form of a distribution to Access Group, as its sole member. If that transfer were to leave Access Funding A-2, LLC with liabilities that exceeded the fair value of its assets and if it were to become the subject of a bankruptcy proceeding, the transfer of the FFELP loans could be rescinded as a fraudulent conveyance, leaving the trust estate with no substantial group I assets. However, Access Funding A-2, LLC's only liabilities as of the date of issuance will be the revolving loan from National City Bank described herein and certain fees relating to its ownership and administration of the FFELP loans. After the transfer of FFELP loans to Access Group, Access Funding A-2, LLC will continue to own FFELP loans with an aggregate balance approximately equal to the balance of the revolving loan (and with a market value that Access Group believes exceeds their balance), as well as additional capital.

Revenues relating to each group may not be available for payment of notes of the other group.

The revenues relating to each group of loans and the related trust accounts will be allocated first to expenses with respect to that group and to payment of the senior notes and (on a subordinate basis) the class B note component of that group. Those revenues will be available for payments with respect to the other group only to the extent they exceed amounts required to be applied with respect to the related group. If the revenues from one group are not sufficient to make required payments with respect to that group, there is no assurance that revenues from the other group will be available to make up any shortfall.

In addition if all related student loans of a group are sold in connection with the redemption of the notes of that group or after all notes of a group are paid in full, there will be no further revenues of that group available to the other group on any basis.

Group I – Payments with respect to the private loans, including payments from the loan reserve trust, and other amounts available for distribution to holders of group II notes at any time will not be available for distribution to holders of group I notes except to the extent they exceed all amounts then required to be distributed with respect to the administration of the private loans and the payment of group II notes. You should not assume that any such revenues will be available.

Group II – Payments with respect to the FFELP loans, including payments from the guarantee agencies or the Department of Education, and other amounts available for distribution to holders of group I notes at any time will not be available for distribution to holders of group II notes except to the extent they exceed all amounts then required to be distributed with respect to the administration of the FFELP loans and the payment of group I notes. You should not assume that any such revenues will be available.

Investors in the class B notes are subject to variability of cash flows and face greater risk of loss.

Although interest on a group’s class B note component generally will be paid prior to principal of that group’s senior notes, if a subordinate note interest trigger is in effect, interest on a group’s class B note component will be subordinated to the payment of principal of that group’s senior notes. In addition, principal of a group’s class B note component will not begin to be paid until the stepdown date. Moreover, the related class B note component will not receive any payments of principal after the stepdown date if a subordinate note principal trigger occurs. Thus, investors in the class B notes will bear losses on either group of student loans prior to such losses being borne by holders of senior notes of the related group. Investors in the class B notes will also bear the risk of any adverse effects on the anticipated yield and weighted average life of their notes resulting from the variability in payments on each of the class B note components.

Payment priorities change upon certain events of default.

Upon the occurrence of an event of default and the acceleration of the notes of a group, payment of the principal of and interest on that group’s class B note component will be fully subordinated to the payment in full of all amounts due and payable on that group’s senior notes. See “Description of the Indenture—Application of Collections.”

Class B notes bear risk of loss of both groups of student loans.

The class B notes are divided into two components. Each of the components are paid (on a subordinate basis) from the revenues and other assets available to the related group of student loans. However, the components are not separately transferable. Holders of the class B notes bear the risk of loss of each of the student loan groups.

The failure to pay the class B notes is not an event of default.

The indenture provides that failure to pay principal or interest when due on either class B note component will not be an event of default under the indenture as long as any senior notes of the related group remain outstanding. See “Description of the Indenture—Events of Default.”

Holders of senior notes have certain controlling rights.

Holders of class B notes may be limited in the legal remedies that are available to them until the holders of the senior notes are paid in full. Until the senior notes of a group are no longer outstanding, the senior notes of that group will control many of the rights of that group’s class B note component. Without the consent of the holders of the class B notes, the holders of a majority of the senior notes of a group may, among other things, (i) waive events of default, (ii) cause the removal of the servicer upon a servicer default, and (iii) upon the occurrence and continuing of an event of default under the indenture, instruct the trustee to declare the principal of the notes of that group (including the class B note component) to be immediately due and payable and subsequently to rescind such acceleration and instruct the trustee concerning any proceedings or remedies. See “Description of the Indenture—Remedies.”

Non-offered notes have prior rights in certain funds.

After an event of default and the acceleration of the maturity of the notes of a group, the non-offered notes of that group would be entitled to be paid first from any amounts then in the class A-1A sub-account of that group’s capitalized interest account.

Sequential payment of principal exposes the classes of notes with later principal payments to increased risks of losses.

Payments of principal with respect to senior notes of each group will be applied first to the class A-1A notes of that group, then to the class A-1 notes of that group, and (in the case of group I) then to the class I A-2 notes. The sequential payment of principal increases the risks and severity of potential loss to holders of classes of notes that receive later principal payments.

Less than all of the holders can approve amendments to the indenture or waive defaults under the indenture.

Under the indenture, holders of specified percentages of the aggregate principal amount of the notes of each group may amend or supplement provisions of the indenture and the notes and waive events of default and compliance provisions without the consent of the other holders. You have no recourse if the holders vote and you disagree with the vote on these matters. The holders may vote in a manner which impairs Access Group’s ability to pay the principal of and interest on your notes.

Rating agencies can permit certain actions to be taken without noteholder approval.

The indenture provides that Access Group and the trustee may undertake various actions based upon receipt by the trustee of confirmation from each of the rating agencies that the outstanding ratings assigned by such rating agencies to the notes will not be impaired by those actions. To the extent those actions are taken after issuance of the notes, investors in the notes will be relying on the evaluation by the rating agencies of those actions and their impact on credit quality.

A secondary market for the notes may not develop, which means you may have trouble selling them when you want.

The notes will not be listed on any securities exchange. As a result, if you want to sell your notes you must locate a purchaser that is willing to purchase those notes. The underwriters have informed Access Group that they intend to make a secondary market for the notes by offering to buy the notes from investors that wish to sell. However, the underwriters will not be obligated to make offers to buy the notes and may stop making offers at any time. In addition, the prices offered, if any, may not reflect prices that other potential purchasers would be willing to pay, were they to be given the opportunity. There have been times in the past where there have been very few buyers of asset backed securities, and there may be such times in the future. As a result, you may not be able to sell your notes when you want to do so or you may not be able to obtain the price that you wish to receive.

The ratings of the notes by the rating agencies will not address the market liquidity of the notes.

The notes are not suitable investments for all investors.

The notes (and in particular, the class B notes) are not a suitable investment if you require a regular or predictable schedule of payments or payment on any specific date. The notes (and in particular, the class B notes) are complex investments that should be considered only by investors who, either alone or with their financial, tax and legal advisors, have the expertise to analyze the prepayment, reinvestment, default and market risk, the tax consequences of an investment, and the interaction of these factors.

Credit ratings only address a limited scope of your concerns.

A rating is not a recommendation to buy, sell or hold notes or a comment concerning suitability for any investor. Any rating agency may change its rating of the notes after the notes are issued if that rating agency believes that circumstances have changed. Any subsequent change in rating could affect the price that a subsequent purchaser will be willing to pay for the notes. A rating only addresses the likelihood of the ultimate payment of principal and stated interest and does not address the likelihood of prepayments on the notes. See "Ratings."

Uncertainty regarding timing of principal payments on the notes may create reinvestment risks.

The amount of distributions of principal of the notes and the times when you receive those distributions depends, in part, on the amounts in which and the times at which principal payments on the students loans are received. Those principal payments may be regularly scheduled payments or unscheduled payments resulting from prepayments, defaults or consolidations of the student loans. Student loans may be prepaid by borrowers at any time without penalty. The rate of prepayments may be influenced by economic and other factors, such as interest rates, the availability of other financing and the general job market (and, in particular, the job market for lawyers). The Department of Education has implemented a direct consolidation loan program which, together with consolidation loans made by Access Group or other lenders in the FFEL program, is expected to result in prepayments of FFELP loans. In addition, under certain circumstances, the lender may be obligated to repurchase student loans pursuant to the student loan purchase agreement as a result of breaches of its representations and warranties, or the servicer or Access Group may be required to purchase loans as a result of errors in servicing or originating the student loans. To the extent that (1) FFELP loan borrowers elect to refinance through consolidation loans, (2) borrowers elect to prepay their loans, (3) borrowers default on their student loans, or (4) the student loans are sold to the lender, the servicer or Access Group, the receipt of revenues may result in prepayments of the principal of the related group's notes.

The proceeds of the notes will include amounts to be deposited in the capitalized interest accounts and used to pay interest on the notes and to pay guarantee fees with respect to private loans to fund the loan reserve trust. The proceeds will also include amounts deposited to pre-funding accounts to be used to acquire additional student loans. If those amounts are not needed for those purposes, Access Group will distribute principal with respect to the notes. In particular, Access Group has determined the amounts to be deposited into the capitalized interest accounts based upon what it believes are conservative assumptions as to the amounts that will be needed to make required interest payments on the group I notes and to make required interest payments on the group II notes and payments of guarantee fees with respect to private loans to fund the loan reserve trust. If the amounts actually needed to make those required payments for a group are less than those assumed, amounts in that group's capitalized interest account will be released, and could result in prepayments of principal.

If you receive principal payments on your note prior to its final maturity, you may not be able to reinvest your funds at the same yield as the yield on your note. In addition, your yield may be reduced if you purchased your note at a premium and the principal is paid sooner than you expected, or if you purchased your note at a discount and the principal is paid later than you expected. Access Group cannot predict the prepayment rate of any notes, and reinvestment risks or reductions in yield resulting from prepayment will be borne entirely by you and the other holders.

Book-entry registration may limit your ability to participate directly as a holder.

The notes will be represented by one or more certificates registered in the name of Cede & Co., the nominee for DTC, and will not be registered in your name. You will only be able to exercise the rights of Noteholders indirectly through DTC and its participating organizations. See "Description of Notes—Book-Entry Registration."

INTRODUCTION

This Offering Memorandum sets forth information concerning the issuance by Access Group, Inc., a Delaware nonstock corporation, of \$840,000,000 aggregate principal amount of its Floating Rate Student Loan Asset-Backed Notes, Series 2001 Class I A-1A, Class I A-1, Class I A-2, Class II A-1A, Class II A-1 and Class B. Information on the cover page hereof and under the headings “Summary of Terms” and “Risk Factors” is part of this Offering Memorandum. Capitalized terms used in this Offering Memorandum, and not otherwise defined herein, shall have the meanings assigned thereto under “Glossary of Certain Defined Terms.”

The Notes are limited obligations of Access Group specifically secured by and payable solely from the Trust Estate created under the Indenture and described herein. The Notes do not represent general obligations of Access Group. See “Source of Payment and Security for the Notes.”

This Offering Memorandum contains brief descriptions of the Notes, the Indenture authorizing the Notes, the student loans to be financed through the issuance of the Notes and other documents and laws. The descriptions and summaries herein do not purport to be comprehensive or definitive and reference is made to such documents and laws for the complete details of all terms and conditions. All statements herein are qualified in their entirety by reference to each such document or law. Copies of the Indenture may be obtained upon request directed to the Trustee at Firstar Bank, National Association, 425 Walnut Street, Cincinnati, Ohio 45201, Attn: Corporate Trust Department.

USE OF PROCEEDS

The proceeds from the sale of the Notes will be used as follows:

- approximately \$402,375,651 will be used to acquire a portfolio of FFELP Loans on the Date of Issuance;
- approximately \$77,639,349 will be deposited in the Group I Pre-Funding Account and used (1) to pay a portion of the accrued interest included in the acquisition cost of the FFELP Loans acquired on the Date of Issuance and (2) to acquire additional FFELP Loans, or transferred to the Group I Collection Account and applied as described under “Description of the Indenture—Distributions of Available Funds;”
- approximately \$19,985,000 will be deposited in the Group I Capitalized Interest Account (of which approximately \$15,000,000 will be deposited into the Class A-1A Sub-Account and approximately \$4,985,000 will be deposited into the General Sub-Account) and made available for the payment of Administrative Allowances, Trustee fees and interest on the Group I Notes as described under “Description of the Indenture—Accounts—Capitalized Interest Accounts;”
- approximately \$227,747,204 will be used to acquire a portfolio of Private Loans on the Date of Issuance;
- approximately \$47,252,796 will be deposited in the Group II Pre-Funding Account and used (1) to pay a portion of the accrued interest included in the acquisition cost of the Private Loans acquired on the Date of Issuance and (2) to acquire additional Private Loans, or transferred to the Group II Collection Account and applied as described under “Description of the Indenture—Distributions of Available Funds;” and
- approximately \$65,000,000 will be deposited in the Group II Capitalized Interest Account (of which approximately \$35,000,000 will be deposited into the Class A-1A Sub-Account and approximately \$30,000,000 will be deposited into the General Sub-Account) and made available for the payment of Administrative Allowances, Trustee fees and interest on the Group II Notes and guarantee fees to fund the Loan Reserve Trust as described under “Description of the Indenture—Accounts—Capitalized Interest Accounts.”

Costs of issuance of the Notes (including underwriting fees) will be paid from other funds of Access Group.

SOURCE OF PAYMENT AND SECURITY FOR THE NOTES

General

The Notes will be limited obligations of Access Group payable solely from the Trust Estate created under the Indenture, consisting of certain revenues and Accounts pledged under the Indenture. The pledged revenues include: (1) payments of interest and principal made by obligors of Financed Student Loans, (2) payments made by Guarantee Agencies with respect to defaulted Financed FFELP Loans and by the Loan Reserve Trust with respect to defaulted Financed Private Loans, (3) Interest Subsidy Payments and Special Allowance Payments made by the Department of Education with respect to Financed FFELP Loans (excluding any Special Allowance Payments accrued prior to the date of Financing the related FFELP Loan), (4) income from investment of moneys in the pledged Accounts, (5) proceeds of any sale or assignment of any Financed Student Loans, and (6) available Note proceeds.

In general, Notes of each Group are payable only from the revenues from the related Financed Student Loans and the corresponding Accounts held under the Indenture. However, as described under “Note Groups and Related Loan Groups” below, any available funds relating to one Group remaining after all required principal, interest and expense payments relating to that Group have been made, will be used as necessary to make such payments with respect to the other Group.

The principal of and interest on the Notes will be secured by a pledge of and a security interest in all rights, title, interest and privileges of Access Group (1) in, to and under all Financed Student Loans (including the evidences of indebtedness thereof and related documentation); (2) with respect to Financed Student Loans, in, to and under any Servicing Agreement, the Commitment Agreements, the Eligible Lender Trust Agreement, the FFELP Guarantee Agreements, the Loan Reserve Trust Agreement and the Loan Reserve Reimbursement Agreement; and (3) in and to the proceeds from the sale of the Notes (until expended for the purpose for which issued) and the pledged revenues, moneys, evidences of indebtedness and securities in the Accounts. The security interest in revenues, moneys, evidences of indebtedness and, unless registered in the name of the Trustee, securities payable into the various Accounts does not constitute a perfected security interest until such revenues, moneys, evidences of indebtedness and securities are received by the Trustee. Pledged revenues are subject to withdrawal from the pledged Accounts, to prior applications to pay Administrative Allowances, and to certain other applications as described under “Description of the Indenture—Accounts.”

Note Groups and Related Loan Groups

The Notes are issued in two separate Groups: Group I (FFELP), consisting of the Class I A-1A Notes, the Class I A-1 Notes, the Class I A-2 Notes and the Group I Class B Note Component, and Group II (Private), consisting of the Class II A-1A Notes, the Class II A-1 Notes and the Group II Class B Note Component. The proceeds of the Group I Notes will be used to acquire FFELP Loans on the Date of Issuance or deposited to the Group I Pre-Funding Account (and used to acquire additional FFELP Loans) or to the Group I Capitalized Interest Account (and used to pay interest on or expenses related to the Group I Notes). The revenues derived from the FFELP Loans and from investment earnings on the Group I Accounts will be included in Group I Available Funds and applied to the payment of Trust Estate expenses and interest on and principal of the Notes as described under “Description of Indenture—Distributions of Available Funds.” Group I Available Funds will be available first for required payments relating to the Group I Notes. Group I Available Funds will be available for the payment of principal of and interest on, and expenses relating to, the Group II Notes only to the extent they exceed the Group I funding requirements.

Likewise, the proceeds of the Group II Notes will be used to acquire Private Loans on the Date of Issuance or deposited to the Group II Pre-Funding Account (and used to acquire additional Private Loans) or to the Group II Capitalized Interest Account (and used to pay interest on or expenses related to the Group II Notes or guarantee fees with respect to the Financed Private Loans to fund the Loan Reserve Trust). The revenues derived from the Private Loans and from investment earnings on the Group II Accounts will be included in Group II Available Funds and

applied to the payment of Trust Estate expenses and interest on and principal of the Notes as described under “Description of Indenture—Distributions of Available Funds.” Group II Available Funds will be available first for required payments relating to the Group II Notes. Group II Available Funds will be available for the payment of principal of and interest on, and expenses relating to, the Group I Notes only to the extent they exceed the Group II funding requirements.

The Class B Notes will have a Group I Class B Note Component (initially \$14,000,000) and a Group II Class B Note Component (initially \$23,800,000). Each payment of principal of the Class B Notes will be applied to the Group I Class B Note Component or the Group II Class B Note Component (of all Class B Notes on a pro rata basis) as described under “Description of Indenture—Distributions of Available Funds.” The Group I Class B Note Component and the Group II Class B Note Component are not separately transferable.

Priorities

The Senior Notes of a Group are entitled to certain payment and other priorities over the Class B Note Component of that Group. Current payments of interest due on a Group’s Class B Note Component on a Quarterly Payment Date will be made only to the extent that (1) there are sufficient Available Funds for such payment, after making all interest payments due on such date with respect to Senior Notes of such Group, and (2) a Subordinate Note Interest Trigger is not in effect. Principal payments to be made from Available Funds will be applied to a Group’s Class B Note Component only after that Group’s Stepdown Date and only if a Subordinate Note Principal Trigger has not occurred. So long as any Senior Notes of a Group remain Outstanding under the Indenture, the failure to make interest or principal payments with respect to such Group’s Class B Note Component will not constitute an Event of Default under the Indenture. In the event of an acceleration of the Notes of a particular Group, the principal of and accrued interest on such Group’s Class B Note Component will be paid only to the extent there are moneys available to that Group under the Indenture after payment of the principal of, and accrued interest on, all Senior Notes of such Group. In addition, holders of Senior Notes are entitled to direct certain actions to be taken by the Trustee prior to and upon the occurrence of an Event of Default, including election of remedies. See “Description of the Indenture—Remedies.”

In addition, Senior Notes of each Group and (unless a Subordinate Note Interest Trigger or Subordinate Note Principal Trigger is in effect) the Class B Note Component of that Group are entitled to payment priorities over the Notes of the other Group with respect to the revenues and assets related to that Group. See “—Note Groups and Related Loan Groups” above.

Upon the occurrence of an Event of Default with respect to either Group and the acceleration of the maturity of the Notes of such Group, any amounts in the Class A-1A Sub-Account of such Group’s Capitalized Interest Account shall be applied first to the payment of the principal of and interest on the Non-Offered Notes of such Group. Amounts in such sub-account would be available for the payment of Offered Notes (in the same priority as other funds related to that Group) only after the payment of all such amounts with respect to the Non-Offered Notes of such Group. However, on any Quarterly Payment Date, all amounts in a Group’s Class A-1A Sub-Account shall be available, to the extent needed, as Available Funds for distribution with respect to all Notes of that Group as described under “Description of the Indenture—Distributions of Available Funds.”

ACCESS GROUP, INC.

Organization

Access Group, Inc. is a Delaware nonstock corporation organized to promote access to legal and other post-graduate education through affordable financing and related services. Access Group is a membership organization, whose members include state operated and nonprofit American Bar Association-approved law schools located in the United States. Access Group has received an Internal Revenue Service determination that it is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code and that it is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code because it is an organization described in Section 509(a)(3) of

the Internal Revenue Code. Access Group has a pending field audit by the Internal Revenue Service relating to its tax year 1999. The audit was commenced in October 2000, and Access Group believes that it has provided all items requested to date by the Internal Revenue Service. Access Group has represented that the Internal Revenue Service has not given any indication during the course of the field audit that the status of Access Group as a Section 501(c)(3) organization is in question. Access Group believes that it is operating in a manner in compliance with the terms and conditions of the Internal Revenue Service determination that it is a tax exempt organization under Section 501(c)(3) of the Internal Revenue Code and that it is not a private foundation within the meaning of Section 509(a) of the Internal Revenue Code because it is an organization described in Section 509(a)(3) of the Internal Revenue Code.

Directors and Officers

Access Group's bylaws provide that the Board of Directors shall be composed of eleven directors. Six of the directors are elected by the membership of Access Group, and the remaining five directors are elected by the Board of Directors.

The names and principal occupations of the directors of Access Group on the date hereof are as follows:

<u>Name and Position Held</u>	<u>Term Expires</u>	<u>Principal Occupation</u>
Pauline A. Schneider, Esq. Director and Chair	December 31, 2001	Attorney, Hunton & Williams, Washington, D.C.
Barry A. Currier Director	December 31, 2001	Deputy Consultant, Office of the Consultant on Legal Education, American Bar Association
Katharine B. Gottschalk Director	December 31, 2001	Director of Financial Aid, University of Michigan Law School
Joseph D. Harbaugh Director	December 31, 2003	Dean, Shepard Broad Law Center, Nova Southeastern University
Rondy E. Jennings Director	December 31, 2003	Investment Banker, UBS PaineWebber Inc.
Betsy Levin Director	December 31, 2002	Professor of Law and Consultant to Legal Education
Deborah J. Lucas Director	December 31, 2002	Chief Economist, Congressional Budget Office
Leo P. Martinez Director	December 31, 2003	Academic Dean, University of California, Hastings College of the Law
Michael P. O'Boyle Director	December 31, 2002	Senior Vice President and Chief Financial Officer, MedStar Health
Mark S. Warner Director	December 31, 2003	Director of Financial Aid, University of Iowa
Stephen T. Yandle Director	December 31, 2002	Associate Dean, Yale Law School

Daniel R. Lau, 62, has been the President and CEO of Access Group since its organization in 1993. He is responsible for the company's strategic direction and oversees all of its activities. Before becoming President and

CEO of Access Group, Mr. Lau was Vice President of Financial Aid Services for Law School Admission Services, Inc. for more than four years. Mr. Lau served from 1977 to 1989 with the U. S. Department of Education, working on various assignments in several capacities, managing the federal student financial aid programs. He served the last five of these years as the Director of Student Financial Assistance Programs within the Department's Office of Student Financial Assistance, the highest-ranking civil service position within that office. In that capacity, he was responsible for the overall policy development and operational management of the federal student assistance programs. He currently sits on the Board of Directors of ELM Resources, a student loan mutual benefit corporation. Mr. Lau holds a B.S. in History and an M.S. in Public Administration from Brigham Young University. He also attended the John F. Kennedy School of Government, at Harvard University, as a Senior Executive Fellow.

Curtis L. Johnson, 48, is the Executive Vice President and Chief Operating Officer. He is responsible for overseeing Access Group's business operations, including information technology, marketing, credit underwriting, loan processing and customer service. He began his tenure with Law School Admission Services, Inc. in 1990 and has been with Access Group since its organization. Previously, he served as Director of Financial Aid for the University of Southern Louisiana (now known as the University of Louisiana at Lafayette) and as Director of Financial Aid for the University of Alabama. Mr. Johnson earned his B.A. and M.B.A. in Management from the University of Southwestern Louisiana.

Susan A. Kreusch, 38, is the Vice President of Finance and Chief Financial Officer. She is responsible for overseeing the company's treasury, risk management, loan servicing, accounting, financial reporting, compliance and office management functions. Prior to joining Access Group in 1996, Ms. Kreusch was a Vice President in the Finance Division of First Union Corporation. She also served as a Vice President for Residential Services Corporation of America, and as Manager at KPMG. She holds a B.S. in Business Administration from Georgetown University and an M.B.A. from the University of Pennsylvania's Wharton School. Ms. Kreusch is a Certified Public Accountant.

Operations

Access Group's primary activity is the administration of the Access Group Loan Program, a program that provides FFELP Loans and Private Loans to graduate and professional students. See "—Access Group Loan Program." In addition, Access Group offers a variety of debt management materials and software, a financial aid need analysis service, and assistance and training of financial aid professionals.

Access Group currently has 137 employees. Its offices are located at 1411 Foulk Road, Wilmington, Delaware, 19803, and its phone number is (302) 477-4190.

As of March 31, 2001 Access Group had total assets of \$1.46 billion and total liabilities of \$1.36 billion. **Except for those limited assets pledged under the Indenture, none of Access Group's assets are available to pay principal of or interest on the Notes.**

Access Group Loan Program

The Access Group Loan Program was originated in 1983 as the "Law School Assured Access Program." The loan program was developed by Law School Admission Council, Inc. ("LSAC"), a Delaware nonstock corporation, and initially operated by Law School Admission Services, Inc. ("LSAS"), another Delaware nonstock corporation of which LSAC was the sole member. The program initially provided only loans to law students under the federal Guaranteed Student Loan Program (now known as the "FFEL Program"). Beginning in 1986, the program was expanded to include supplemental loans to meet the borrowing needs of law students that were not being met by the federally guaranteed loans. In 1993, Access Group (then known as "Law Access, Inc.") was organized to operate the program, which was then known as the "Law Access Loan Program." Over the next several years the program was expanded to include loans for other graduate and professional students. In 1997, the organization changed its name to Access Group, Inc. to reflect the broader scope of its programs.

Access Group and its predecessor, LSAS, have provided for the Access Group Loan Program by entering into contracts with a series of lenders, guarantee agencies and loan servicers. Under these contracts, the lenders agreed to make or finance the loans to eligible borrowers on the terms offered by the program from time to time. Prior to academic year 1998-1999, these contracts did not provide for Access Group to purchase the loans, but provided for the lenders to pay Access Group marketing fees in connection with its administration of the program. Beginning with academic year 1998-1999, Access Group's contracts for the program have provided for Access Group to acquire the loans, as described below.

The following table sets forth the approximate aggregate principal amounts of FFELP Loans and Private Loans made under the Access Group Loan Program for each of the academic years 1995-1996 through 1999-2000 and for that portion of academic year 2000-2001 up to May 31, 2001:

<u>Academic Year</u>	<u>FFELP Loans</u>	<u>Private Loans</u>	<u>Total Loans</u>
1995-1996	\$427,400,000	\$208,600,000	\$636,000,000
1996-1997	385,820,000	215,780,000	601,600,000
1997-1998	372,370,000	202,720,000	575,090,000
1998-1999	399,060,000	272,900,000	671,960,000
1999-2000	450,150,000	268,850,000	719,000,000
2000-2001 ⁽¹⁾	429,700,000	251,700,000	681,400,000

(1) Year-to-date through May 31, 2001

The following table breaks out the approximate Private Loan volume by particular loan type for each of the academic years 1995-1996 through 1999-2000 and for that portion of academic year 2000-2001 up to May 31, 2001:

<u>Academic Year</u>	<u>Law Access Loans⁽¹⁾</u>	<u>Graduate Access Loans</u>	<u>Medical Access Loans⁽²⁾</u>	<u>Other</u>	<u>Total Private Loans</u>
1995-1996	\$186,900,000	\$ 8,500,000	\$ 5,000,000	\$ 8,200,000	\$208,600,000
1996-1997	175,580,000	14,870,000	8,730,000	16,600,000	215,780,000
1997-1998	163,220,000	18,540,000	10,090,000	10,870,000	202,720,000
1998-1999	223,940,000	17,490,000	13,470,000	18,000,000	272,900,000
1999-2000	228,560,000	16,680,000	8,910,000	14,700,000	268,850,000
2000-2001 ⁽³⁾	217,900,000	8,100,000	7,100,000	18,600,000	251,700,000

(1) Includes Bar Examination Loans

(2) Includes Residency Loans

(3) Year-to-date through May 31, 2001

Access Group entered into a Commitment and Loan Sale Agreement, dated as of April 1, 1998 (as amended, the "1998 Commitment Agreement"), with National City Bank, a national banking association with its headquarters located in Cleveland, Ohio. Pursuant to the 1998 Commitment Agreement, National City Bank originated approximately \$1,390,960,000 in aggregate principal amount of student loans under the Access Group Loan Program for academic years 1998-1999 and 1999-2000, including FFELP Loans and Private Loans. See "Description of the FFEL Program" and "Description of Private Loans." These loans were made to approximately 58,000 students.

Access Group also entered into a separate Commitment and Loan Sale Agreement, dated as of April 1, 2000 (the "2000 Commitment Agreement") with National City Bank, pursuant to which National City Bank agreed to originate up to \$800 million in Private Loans under the Access Group Loan Program for academic years 2000-2001 and 2001-2002. Access Funding A-2, LLC ("Access Funding A-2"), a Delaware limited liability company organized by

Access Group for the purpose of financing and originating FFELP Loans under the Access Group Loan Programs, has entered into a Revolving Loan Agreement with National City Bank, pursuant to which National City Bank agreed to lend money to Access Funding A-2 to enable it to originate such FFELP Loans for academic years 2000-2001 and 2001-2002. The total amount of student loans is not limited; however, the outstanding amount of the revolving loan under the Revolving Loan Agreement cannot exceed \$600,000,000 at any time. As of May 31, 2001, the Access Group Loan Program had provided approximately \$681,400,000 in aggregate principal amount of student loans for academic year 2000-2001, to approximately 37,000 students.

Previous Financings

In 2000, Access Group issued \$911,000,000 of its Student Loan Asset-Backed Auction Rate Notes, Senior Series 2000 A-1 through A-10 and Subordinate Series 2000 B-1 and B-2 (the "Series 2000 Notes") to finance its acquisition of Student Loans originated pursuant to the 1998 Commitment Agreement. The initial five series of the Series 2000 Notes were issued to re-finance loans initially financed through a commercial paper conduit warehouse facility. The Series 2000 Notes were issued pursuant to an indenture that is separate and distinct from the Indenture. None of the Student Loans financed thereby will serve as security for the Notes, and none of the revenues from such Student Loans will be available to pay the Notes.

THE FINANCED STUDENT LOANS

Description of Student Loans to be Financed

The Student Loans to be Financed under the Indenture consist of loans made pursuant to the Access Group Loan Program, primarily for academic year 2000-2001. The Access Group Loan Program provides student loans under the Federal Family Education Loan Program ("FFELP Loans") as well as supplemental loans ("Private Loans") to graduate and professional students.

On the Date of Issuance, Access Group will use a portion of the proceeds of the Notes to acquire from Access Funding A-2 a portfolio of FFELP Loans (the "Initial FFELP Portfolio") having an approximate aggregate outstanding balance of \$402,375,651 as of May 31, 2001 and to acquire from National City Bank a portfolio of Private Loans (the "Initial Private Loan Portfolio") having an approximate aggregate outstanding balance of \$227,747,204 as of May 31, 2001. Access Group expects to use portions of the proceeds of the Notes deposited into the Pre-Funding Accounts to purchase: (i) additional portfolios of FFELP Loans in November, 2001 from National City Bank and Access Funding A-2 (the "Pre-Funding FFELP Portfolio" and, collectively with the Initial FFELP Portfolio, the "Portfolio FFELP Loans"), and (ii) an additional portfolio of Private Loans from National City Bank in November, 2001 (the "Pre-Funding Private Loan Portfolio" and, collectively with the Initial Private Loan Portfolio, the "Portfolio Private Loans"). See "—Acquisition of Student Loan Portfolios."

Access Group also expects to use a portion of the principal payments with respect to FFELP Loans received prior to August 1, 2003 to originate Consolidation Loans to Access Group Loan Program borrowers.

Each of the Student Loans provides for the amortization of its outstanding principal balance over a series of periodic payments. Each periodic payment consists of an installment of interest which is calculated on the basis of the outstanding principal balance of the Financed Student Loan multiplied by the applicable interest rate and further multiplied by the period elapsed (as a fraction of a calendar year) since the preceding payment of interest was made. As payments are received in respect of a Financed Student Loan, the amount received is applied first to outstanding late payment charges, if assessed, then to interest accrued to the date of payment and the balance is applied to reduce the unpaid principal balance. Accordingly, if a borrower pays a regular installment before its scheduled due date, the portion of the payment allocable to interest for the period since the preceding payment was made will be less than it would have been had the payment been made as scheduled, and the portion of the payment applied to reduce the unpaid principal balance will be correspondingly greater. Conversely, if a borrower pays a monthly installment after its scheduled due date, the portion of the payment allocable to interest for the period since the preceding payment was made will be greater than it would have been had the payment been made as scheduled, and

the portion of the payment applied to reduce the unpaid principal balance will be correspondingly less. In either case, subject to any applicable Deferment Periods or Forbearance Periods, the borrower pays installments until the final scheduled payment date, at which time the amount of the final installment is increased or decreased as necessary to repay the then outstanding principal balance of such Financed Student Loan.

FFELP Loans (Group I)

Each Financed FFELP Loan will be guaranteed as to principal and interest by a Guarantee Agency and reinsured by the Department of Education to the extent provided under the Higher Education Act. Financed FFELP Loans are required to be eligible for Special Allowance Payments and, in the case of Stafford Loans, Interest Subsidy Payments paid by the Department of Education. See "Description of the FFEL Program."

Set forth below in the following tables are descriptions of certain characteristics as of May 31, 2001 of the Portfolio FFELP Loans. The deposit to the Group I Pre-Funding Account will exceed the sum of the amount applied on the Date of Issuance and the balance of the FFELP Loans identified herein as the Pre-Funding FFELP Portfolio. Access Group expects to use the excess to acquire additional FFELP Loans in November, 2001. The acquisition of these additional loans, as well as the origination of Consolidation Loans from funds available for that purpose under the Indenture and payment activity with respect to the Portfolio FFELP Loans between May 31, 2001 and their respective dates of acquisition, will cause the aggregate characteristics of the Financed FFELP Loans, including the composition of the Financed FFELP Loans and of the borrowers thereof, the distribution by interest rate and the distribution by outstanding balance described in the following tables, to vary from those described herein.

**Composition of the Portfolio FFELP Loans
as of May 31, 2001**

	Initial FFELP Portfolio	Pre-Funding FFELP Portfolio	Total
Aggregate Principal Balance	\$393,410,625	\$42,439,700	\$435,850,325
Aggregate Accrued Interest.....	\$8,965,026	\$841,274	\$9,806,300
Aggregate Outstanding Balance	\$402,375,651	\$43,280,974	\$445,656,625
Number of Borrowers.....	23,100	3,064	25,480
Average Outstanding Balance Per Borrower.....	\$17,418.86	\$14,125.64	\$17,490.45
Number of Loans	45,798	5,586	51,384
Average Outstanding Balance Per Loan	\$8,785.88	\$7,748.12	\$8,673.06
Weighted Average Remaining Term (months).....	141	134	141
Weighted Average Interest Rate ⁽¹⁾	7.59%	7.59%	7.59%

(1) Determined using the interest rates applicable to the Portfolio FFELP Loans as of May 31, 2001. However, because the Portfolio FFELP Loans bear interest at variable rates per annum, re-established effective each July 1, these rates have subsequently changed, and are not indicative of future interest rates on the Portfolio FFELP Loans. In addition, the interest rate does not represent the total rate of return with respect to FFELP Loans, due to Special Allowance Payments. See "Description of the FFEL Program."

**Distribution of the Portfolio FFELP Loans by Loan Type
as of May 31, 2001**

<u>Loan Type</u>	Initial FFELP Portfolio			Pre-Funding FFELP Portfolio			Total		
	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>
Subsidized Stafford.....	23,208	\$179,993,901	44.73%	2,768	\$18,699,877	43.21%	25,976	\$198,693,778	44.58%
Unsubsidized Stafford.....	22,590	222,381,750	55.27	2,818	24,581,098	56.79	25,408	246,962,847	55.42
Total	45,798	\$402,375,651	100.00%	5,586	\$43,280,974	100.00%	51,384	\$445,656,625	100.00%

**Distribution of the Portfolio FFELP Loans by Range of
Outstanding Principal Balances as of May 31, 2001**

Principal Balance	Initial FFELP Portfolio			Pre-Funding FFELP Portfolio			Total		
	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance
Less than \$999.99.....	438	\$265,288	0.07%	189	\$109,763	0.25%	627	\$375,051	0.08%
\$1,000.00-\$1,999.99.....	688	1,017,180	0.25	269	392,021	0.91	957	1,409,202	0.32
\$2,000.00-\$2,999.99.....	887	2,189,596	0.54	311	764,921	1.77	1,198	2,954,517	0.66
\$3,000.00-\$3,999.99.....	948	3,273,075	0.81	285	986,070	2.28	1,233	4,259,145	0.96
\$4,000.00-\$4,999.99.....	2,241	9,671,139	2.40	562	2,419,980	5.59	2,803	12,091,119	2.71
\$5,000.00-\$5,999.99.....	2,054	10,926,859	2.72	428	2,272,832	5.25	2,482	13,199,692	2.96
\$6,000.00-\$6,999.99.....	865	5,609,644	1.39	236	1,500,635	3.47	1,101	7,110,278	1.60
\$7,000.00-\$7,999.99.....	725	5,433,401	1.35	158	1,179,983	2.73	883	6,613,384	1.48
\$8,000.00-\$8,999.99.....	19,578	166,359,536	41.34	1,721	14,618,117	33.77	21,299	180,977,652	40.61
\$9,000.00-\$9,999.99.....	543	5,193,365	1.29	82	781,136	1.80	625	5,974,501	1.34
\$10,000.00-\$10,999.99.....	15,072	157,093,797	39.04	929	9,613,752	22.21	16,001	166,707,549	37.41
\$11,000.00-\$11,999.99.....	111	1,278,312	0.32	28	319,298	0.74	139	1,597,610	0.36
\$12,000.00-\$12,999.99.....	107	1,342,800	0.33	31	385,875	0.89	138	1,728,675	0.39
\$13,000.00-\$13,999.99.....	107	1,443,225	0.36	25	337,677	0.78	132	1,780,902	0.40
\$14,000.00-\$14,999.99.....	85	1,232,193	0.31	28	405,952	0.94	113	1,638,145	0.37
\$15,000.00-\$15,999.99.....	123	1,911,167	0.47	28	434,000	1.00	151	2,345,167	0.53
\$16,000.00-\$16,999.99.....	87	1,433,501	0.36	13	215,152	0.50	100	1,648,653	0.37
\$17,000.00-\$17,999.99.....	86	1,506,420	0.37	23	400,350	0.93	109	1,906,770	0.43
\$18,000.00-\$18,999.99.....	135	2,517,444	0.63	26	484,993	1.12	161	3,002,436	0.67
\$19,000.00-\$19,999.99.....	410	7,906,148	1.96	58	1,115,699	2.58	468	9,021,847	2.02
\$20,000.00-\$24,999.99.....	136	3,037,232	0.75	42	901,211	2.08	178	3,938,442	0.88
\$25,000.00-\$29,999.99.....	96	2,603,387	0.65	26	713,127	1.65	122	3,316,513	0.74
\$30,000.00-\$34,999.99.....	231	7,417,288	1.84	63	2,003,791	4.63	294	9,421,079	2.11
\$35,000.00-\$39,999.99.....	40	1,503,029	0.37	24	884,376	2.04	64	2,387,405	0.54
\$40,000.00-\$44,999.99.....	5	210,623	0.05	1	40,268	0.09	6	250,891	0.06
Total	45,798	\$402,375,651	100.00%	5,586	\$43,280,974	100.00%	51,384	\$445,656,625	100.00%

**Distribution of the Portfolio FFELP Loans by Borrower Payment
Status as of May 31, 2001**

Borrower Payment Status	Initial FFELP Portfolio			Pre-Funding FFELP Portfolio			Total		
	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance
In School.....	34,823	\$308,722,035	76.72%	3,283	\$23,359,519	53.97%	38,106	\$332,081,554	74.52%
Grace	10,848	93,212,366	23.17	2,269	19,721,982	45.57	13,117	112,934,348	25.34
Repayment.....	123	427,879	0.11	34	199,473	0.46	157	627,353	0.14
Forbearance.....	4	13,370	0.00	0	0	0.00	4	13,370	0.00
Total	45,798	\$402,375,651	100.00%	5,586	\$43,280,974	100.00%	51,384	\$445,656,625	100.00%

**Distribution of the Portfolio FFELP Loans by Borrower Interest
Rate as of May 31, 2001**

Borrower Interest Rate ⁽¹⁾	Initial FFELP Portfolio			Pre-Funding FFELP Portfolio			Total		
	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance
7.500% to 7.999%	45,671	\$401,934,401	99.89%	5,552	\$43,081,501	99.54%	51,223	\$445,015,902	99.86%
8.000% to 8.499%	127	441,250	0.11	34	199,473	0.46	161	640,723	0.14
Total	45,798	\$402,375,651	100.00%	5,586	\$43,280,974	100.00%	51,384	\$445,656,625	100.00%

(1) Determined using the interest rates applicable to the Portfolio FFELP Loans as of May 31, 2001. However, because the Portfolio FFELP Loans bear interest at variable rates per annum, re-established effective each July 1, these rates have subsequently changed, and are not indicative of future interest rates on the Portfolio FFELP Loans. In addition, the interest rate does not represent the total rate of return with respect to FFELP Loans, due to Special Allowance Payments. See "Description of the FFEL Program."

**Weighted Average Margin of Total Rate of Return⁽¹⁾
over the 91-Day Treasury Bill Rate or the 3-Month
Commercial Paper Rate as of May 31, 2001**

<u>Rate Type</u>	<u>Aggregate Outstanding Balance</u>	<u>Weighted Average Margin⁽²⁾</u>
Treasury Bill Rate:	\$187,328	2.20%
Commercial Paper Rate:	445,469,297	1.74

(1) The Total Rate of Return refers to the combination of interest and Special Allowance Payment rates, assuming all payments are made when due.

(2) The margin depends upon the repayment status of the FFELP Loan. Stafford Loans in repayment, forbearance and claims status have a margin that exceeds the margin on FFELP Loans in school, grace and deferment status by 0.6% per annum.

**Distribution of the Portfolio FFELP Loans by
Remaining Term to Scheduled Maturity as of May 31, 2001**

Remaining Months to Scheduled Maturity	Initial FFELP Portfolio				Pre-Funding FFELP Portfolio				Total			
	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance
24 - 47	1	\$1,000	0.00%	0	\$0	0.00%	1	\$1,000	0.00%	1	\$1,000	0.00%
96 - 119	123	427,879	0.11	32	196,408	0.45	155	624,288	0.14	155	624,288	0.14
120 - 143	27,244	238,213,118	59.20	4,200	34,729,453	80.24	31,444	272,942,571	61.25	31,444	272,942,571	61.25
144 - 167	17,516	156,039,163	38.78	1,242	7,637,708	17.65	18,758	163,676,871	36.73	18,758	163,676,871	36.73
168 - 191	890	7,555,311	1.88	104	672,563	1.55	994	8,227,875	1.85	994	8,227,875	1.85
192 - 215	20	101,456	0.03	8	44,843	0.10	28	146,299	0.03	28	146,299	0.03
216 - 239	2	18,916	0.00	0	0	0.00	2	18,916	0.00	2	18,916	0.00
≥ 240	2	18,807	0.00	0	0	0.00	2	18,807	0.00	2	18,807	0.00
Total	45,798	\$402,375,651	100.00%	5,586	\$43,280,974	100.00%	51,384	\$445,656,625	100.00%	51,384	\$445,656,625	100.00%

**Weighted Average Months Remaining
in Status by Current Borrower Payment Status**

Current Borrower Payment Status	Initial FFELP Portfolio				Pre-Funding FFELP Portfolio				Total						
	Remaining Term in Months	Grace	In School	Forbearance	Repayment	Remaining Term in Months	Grace	In School	Forbearance	Repayment	Remaining Term in Months	Grace	In School	Forbearance	Repayment
In School	20	6	16	0	120	16	6	20	0	120	6	6	0	0	120
Grace	0	6	0	0	120	0	5	0	0	120	0	0	0	0	120
Forbearance	0	0	0	4	119	0	0	0	0	0	0	0	0	4	119
Repayment	0	0	0	0	118	0	0	0	0	118	0	0	0	0	118
Total	15	6	8	0	120	8	6	15	0	120	6	6	0	0	120

**Distribution of the Portfolio FFELP Loans by Borrower's
Address as of May 31, 2001**

Borrower's Address ⁽¹⁾	Initial FFELP Portfolio			Pre-Funding FFELP Portfolio			Total		
	Number of Loans	Aggregate Outstanding Balance	Percent of	Number of Loans	Aggregate Outstanding Balance	Percent of	Number of Loans	Aggregate Outstanding Balance	Percent of
			Loans by Outstanding Balance			Loans by Outstanding Balance			Loans by Outstanding Balance
New York.....	8,762	\$78,049,106	19.40%	745	\$6,174,647	14.27%	9,507	\$84,223,753	18.90%
California.....	4,676	41,928,433	10.42	611	5,495,040	12.70	5,287	47,423,473	10.64
Ohio.....	3,897	28,221,453	7.01	477	2,385,039	5.51	4,374	30,606,492	6.87
Massachusetts.....	2,884	26,639,974	6.62	244	2,025,587	4.68	3,128	28,665,561	6.43
Virginia.....	2,645	23,001,194	5.72	438	3,313,308	7.66	3,083	26,314,502	5.90
Illinois.....	2,333	21,719,148	5.40	270	1,950,165	4.51	2,603	23,669,314	5.31
Maryland.....	2,238	19,945,025	4.96	315	2,299,236	5.31	2,553	22,244,261	4.99
New Jersey.....	1,938	17,929,706	4.46	375	3,399,183	7.85	2,313	21,328,889	4.79
Pennsylvania.....	2,070	18,570,369	4.62	239	2,178,821	5.03	2,309	20,749,190	4.66
Florida.....	1,938	16,814,458	4.18	424	2,698,677	6.24	2,362	19,513,136	4.38
District of Columbia.....	1,752	15,907,384	3.95	222	1,524,547	3.52	1,974	17,431,931	3.91
Connecticut.....	1,284	11,501,487	2.86	154	1,233,651	2.85	1,438	12,735,138	2.86
Texas.....	1,300	10,580,577	2.63	160	1,126,216	2.60	1,460	11,706,792	2.63
Michigan.....	782	7,089,228	1.76	249	2,015,277	4.66	1,031	9,104,506	2.04
Other ⁽²⁾	7,299	64,478,107	16.02	663	5,461,581	12.62	7,962	69,939,688	15.69
Total	45,798	\$402,375,651	100.00%	5,586	\$43,280,974	100.00%	51,384	\$445,656,625	100.00%

⁽¹⁾ Based on the billing addresses of the borrowers of the Portfolio FFELP Loans shown on the Servicer's records.

⁽²⁾ Consists of locations that include other states, U.S. territories, possessions and commonwealths, foreign countries, overseas military establishments, and unknown locations, none of the aggregate outstanding balance of the Portfolio FFELP Loans relating to which exceeds 2% of the aggregate outstanding balance of the Portfolio FFELP Loans.

To the extent that states with a large concentration of Financed FFELP Loans experience adverse economic or other conditions to a greater degree than other areas of the country, the ability of borrowers to repay their Financed FFELP Loans may be impacted to a larger extent than if the borrowers were dispersed more geographically.

**Distribution of the Portfolio FFELP Loans by Guarantee Agency
as of May 31, 2001**

<u>Guarantee Agency</u>	<u>Initial FFELP Portfolio</u>			<u>Pre-Funding FFELP Portfolio</u>			<u>Total</u>		
	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>
ASA	17,851	\$153,134,260	38.06%	2,057	\$14,729,252	34.03%	19,908	\$167,863,513	37.67%
USA Funds	11,893	104,341,423	25.93	1,869	14,231,181	32.88	13,762	118,572,604	26.61
CSAC	6,863	64,025,876	15.91	881	8,359,009	19.31	7,744	72,384,885	16.24
NYSHESC	6,842	59,084,072	14.68	185	1,178,527	2.72	7,027	60,262,599	13.52
Others	2,349	21,790,019	5.42	594	4,783,005	11.05	2,943	26,573,024	5.96
Total.....	45,798	\$402,375,651	100.00%	5,586	\$43,280,974	100.00%	51,384	\$445,656,625	100.00%

Private Loans (Group II)

Each Financed Private Loan will be entitled to the benefits of the Loan Reserve Trust. The Financed Private Loans are not guaranteed by any Guarantee Agency and are not entitled to any payments from the Department of Education. See "Description of Private Loans."

Set forth below in the following tables are descriptions of certain characteristics as of May 31, 2001 of the Portfolio Private Loans. The deposit to the Group II Pre-Funding Account will exceed the sum of the amount applied on the Date of Issuance and balance of the Pre-Funding Private Loan Portfolio. Access Group expects to use the excess to acquire additional Private Loans in November, 2001. The acquisition of these additional loans, as well as payment activity with respect to the Portfolio Private Loans between May 31, 2001 and their respective dates of acquisition, will cause the aggregate characteristics of the Financed Private Loans, including the composition of the Financed Private Loans and of the borrowers thereof, the distribution by interest rate and the distribution by outstanding balance described in the following tables, to vary from those described herein.

**Composition of the Portfolio Private Loans
as of May 31, 2001**

	Initial Private Loan Portfolio	Pre-Funding Private Loan Portfolio	Total
Aggregate Principal Balance	\$217,440,147	\$38,557,073	\$255,997,220
Aggregate Accrued Interest	\$10,307,057	\$91,352	\$10,898,410
Aggregate Outstanding Balance	\$227,747,204	\$39,148,425	\$266,895,630
Number of Borrowers	18,147	5,235	21,270
Average Outstanding Balance Per Borrower.....	\$12,550.13	\$7,478.21	\$12,547.98
Number of Loans.....	20,904	5,539	26,443
Average Outstanding Balance Per Loan.....	\$10,894.91	\$7,067.78	\$10,093.24
Weighted Average Remaining Term (months).....	261	254	260
Weighted Average Interest Rate ⁽¹⁾	7.54%	7.60%	7.55%

⁽¹⁾ Determined using the interest rates applicable to the Portfolio Private Loans. However, because the Private Loans bear interest at variable rates per annum, determined quarterly, these rates have subsequently changed, and are not indicative of future interest rates on the Portfolio Private Loans.

Distribution of the Portfolio Private Loans by Loan Type as of May 31, 2001

<u>Loan Type</u>	<u>Initial Private Loan Portfolio</u>			<u>Pre-Funding Private Loan Portfolio</u>			<u>Total</u>		
	<u>Number of Loans</u>	<u>Percent of Loans by Outstanding Balance</u>		<u>Number of Loans</u>	<u>Percent of Loans by Outstanding Balance</u>		<u>Number of Loans</u>	<u>Percent of Loans by Outstanding Balance</u>	
		<u>Aggregate Outstanding Balance</u>	<u>Outstanding Balance</u>		<u>Aggregate Outstanding Balance</u>	<u>Outstanding Balance</u>		<u>Aggregate Outstanding Balance</u>	<u>Outstanding Balance</u>
Bar Exam.....	1,628	\$11,292,416	4.96%	3,030	\$20,277,269	51.80%	4,658	\$31,569,686	11.83%
Business Access	339	4,426,996	1.94	48	572,769	1.46	387	4,999,765	1.87
Continuing Education ..	1	5,097	0.00	0	0	0.00	1	5,097	0.00
Dental Access.....	428	4,936,321	2.17	156	1,679,868	4.29	584	6,616,188	2.48
Graduate Access.....	698	7,204,413	3.16	128	1,021,879	2.61	826	8,226,293	3.08
Health Access.....	627	6,198,912	2.72	60	426,678	1.09	687	6,625,591	2.48
International.....	32	827,942	0.36	1	17,081	0.04	33	845,023	0.32
Law Access	16,457	186,944,448	82.08	1,867	13,134,157	33.55	18,324	200,078,605	74.97
Medical Access	303	2,497,267	1.10	48	441,876	1.13	351	2,939,143	1.10
Residency	391	3,413,391	1.50	201	1,576,848	4.03	592	4,990,239	1.87
Total	20,904	\$227,747,204	100.00%	5,539	\$39,148,425	100.00%	26,443	\$266,895,630	100.00%

Distribution of the Portfolio Private Loans by Range of Outstanding Principal Balances as of May 31, 2001

<u>Principal Balance</u>	<u>Initial Private Loan Portfolio</u>			<u>Pre-Funding Private Loan Portfolio</u>			<u>Total</u>		
	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>	<u>Number of Loans</u>	<u>Aggregate Outstanding Balance</u>	<u>Percent of Loans by Outstanding Balance</u>
Less than \$999.99.....	156	\$110,130	0.05%	38	\$26,160	0.07%	194	\$136,290	0.05%
\$1,000.00-\$1,999.99.....	626	917,626	0.40	218	316,749	0.81	844	1,234,375	0.46
\$2,000.00-\$2,999.99.....	1,080	2,606,595	1.14	362	840,227	2.15	1,442	3,446,822	1.29
\$3,000.00-\$3,999.99.....	1,060	3,594,852	1.58	420	1,370,884	3.50	1,480	4,965,736	1.86
\$4,000.00-\$4,999.99.....	1,097	4,812,788	2.11	411	1,758,243	4.49	1,508	6,571,031	2.46
\$5,000.00-\$5,999.99.....	1,529	8,225,178	3.61	640	3,331,590	8.51	2,169	11,556,768	4.33
\$6,000.00-\$6,999.99.....	1,184	7,610,480	3.34	469	2,931,832	7.49	1,653	10,542,312	3.95
\$7,000.00-\$7,999.99.....	980	7,332,018	3.22	292	2,138,862	5.46	1,272	9,470,880	3.55
\$8,000.00-\$8,999.99.....	1,908	15,958,981	7.01	1,842	14,950,029	38.19	3,750	30,909,011	11.58
\$9,000.00-\$9,999.99.....	901	8,556,723	3.76	166	1,563,036	3.99	1,067	10,119,759	3.79
\$10,000.00-\$10,999.99.....	1,746	18,284,189	8.03	279	2,844,521	7.27	2,025	21,128,710	7.92
\$11,000.00-\$11,999.99.....	781	8,959,144	3.93	41	467,565	1.19	822	9,426,708	3.53
\$12,000.00-\$12,999.99.....	974	12,175,883	5.35	51	636,796	1.63	1,025	12,812,679	4.80
\$13,000.00-\$13,999.99.....	805	10,846,142	4.76	39	523,119	1.34	844	11,369,261	4.26
\$14,000.00-\$14,999.99.....	719	10,456,814	4.59	40	574,109	1.47	759	11,030,922	4.13
\$15,000.00-\$15,999.99.....	1,006	15,684,873	6.89	57	880,961	2.25	1,063	16,565,834	6.21
\$16,000.00-\$16,999.99.....	559	9,244,088	4.06	18	295,715	0.76	577	9,539,803	3.57
\$17,000.00-\$17,999.99.....	499	8,758,241	3.85	22	383,214	0.98	521	9,141,455	3.43
\$18,000.00-\$18,999.99.....	500	9,264,902	4.07	9	166,103	0.42	509	9,431,005	3.53
\$19,000.00-\$19,999.99.....	466	9,116,854	4.00	15	291,961	0.75	481	9,408,815	3.53
\$20,000.00-\$24,999.99.....	1,807	39,973,273	17.55	71	1,603,041	4.09	1,878	41,576,314	15.58
\$25,000.00-\$29,999.99.....	399	10,832,578	4.76	19	508,617	1.30	418	11,341,195	4.25
\$30,000.00-\$34,999.99.....	74	2,368,707	1.04	10	316,526	0.81	84	2,685,234	1.01
\$35,000.00-\$39,999.99.....	21	775,180	0.34	4	150,896	0.39	25	926,076	0.35
\$40,000.00-\$44,999.99.....	12	513,496	0.23	2	82,355	0.21	14	595,851	0.22
\$45,000.00-\$49,999.99.....	8	375,341	0.16	2	90,342	0.23	10	465,683	0.17
\$50,000.00-\$54,999.99.....	4	206,110	0.09	2	104,972	0.27	6	311,083	0.12
\$55,000.00-\$59,999.99.....	1	59,537	0.03	0	0	0.00	1	59,537	0.02
\$60,000.00-\$64,999.99.....	2	126,480	0.06	0	0	0.00	2	126,480	0.05
Total	20,904	\$227,747,204	100.00%	5,539	\$39,148,425	100.00%	26,443	\$266,895,630	100.00%

**Distribution of the Portfolio Private Loans by Borrower Payment
Status as of May 31, 2001**

Borrower Payment Status	Initial Private Loan Portfolio			Pre-Funding Private Loan Portfolio			Total		
	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance
In School.....	14,091	\$156,895,501	68.89%	2,271	\$15,885,019	40.58%	16,362	\$172,780,520	64.74%
Grace.....	6,462	68,470,654	30.06	2,994	21,562,169	55.08	9,456	90,032,823	33.73
Repayment.....	328	2,197,460	0.96	243	1,512,363	3.86	571	3,709,823	1.39
Forbearance.....	23	183,589	0.08	31	188,875	0.48	54	372,464	0.14
Total	20,904	\$227,747,204	100.00%	5,539	\$39,148,425	100.00%	26,443	\$266,895,630	100.00%

Distribution of the Portfolio Private Loans by Borrower Interest Rate as of May 31, 2001

Borrower Interest Rate ⁽¹⁾	Initial Private Loan Portfolio			Pre-Funding Private Loan Portfolio			Total		
	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance
6.500% to 6.999%	48	\$ 522,796	0.23%	23	\$ 149,490	0.38%	71	\$ 672,286	0.25%
7.000% to 7.499%	3,161	41,808,276	18.36	633	5,295,086	13.53	3,794	47,103,361	17.65
7.500% to 7.999%	17,231	181,632,127	79.75	4,783	32,902,819	84.05	22,014	214,534,946	80.38
8.000% to 8.499%	464	3,784,006	1.66	100	801,031	2.05	564	4,585,036	1.72
Total	20,904	\$227,747,204	100.00%	5,539	\$39,148,425	100.00%	26,443	\$266,895,630	100.00%

(1) Determined using the interest rates applicable to the Portfolio Private Loans as of May 31, 2001. However, because the Portfolio Private Loans bear interest at variable rates per annum, determined quarterly, these rates have subsequently changed, and are not indicative of future interest rates on the Financed Student Loans. See "Description of Private Loans."

**Weighted Average Margin of Borrower Interest
Rate over the 91-Day Treasury Bill Rate or the 3-Month LIBOR Rate**

<u>Rate Type</u>	<u>Aggregate Outstanding Balance</u>	<u>Weighted Average Margin</u>
Treasury Bill Rate:	\$ 45,009,927	2.80%
3-Month LIBOR Rate:	221,885,702	2.59

**Distribution of the Portfolio Private Loans by
Remaining Term to Scheduled Maturity as of May 31, 2001**

Remaining Months to Scheduled Maturity	Initial Private Loan Portfolio			Pre-Funding Private Loan Portfolio			Total		
	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance
216 – 239.....	329	\$2,204,599	0.97%	244	\$ 1,522,939	3.89%	573	\$3,727,538	1.40%
240 – 263.....	13,765	150,139,815	65.92	4,404	31,821,516	81.28	18,169	181,961,331	68.18
264 – 287.....	6,473	71,362,507	31.33	866	5,608,363	14.33	7,339	76,970,870	28.84
288 – 311.....	317	3,828,934	1.68	23	179,697	0.46	340	4,008,631	1.50
312 – 335.....	14	122,534	0.05	2	15,910	0.04	16	138,444	0.05
336 ≥.....	6	88,815	0.04	0	0	0.00	6	88,815	0.03
Total	20,904	\$227,747,204	100.00%	5,539	\$39,148,425	100.00%	26,443	\$266,895,630	100.00%

**Distribution of the Portfolio Private Loans by Borrower's
Address as of May 31, 2001**

Borrower's Address ⁽¹⁾	Initial Private Loan Portfolio			Pre-Funding Private Loan Portfolio			Total		
	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance	Number of Loans	Aggregate Outstanding Balance	Percent of Loans by Outstanding Balance
New York.....	3,051	\$38,266,305	16.80%	673	\$4,959,855	12.67%	3,724	\$43,226,160	16.20%
California	2,175	23,051,467	10.12	679	5,190,317	13.26	2,854	28,241,784	10.58
Illinois	1,327	14,325,690	6.29	353	2,515,641	6.43	1,680	16,841,331	6.31
Florida.....	1,109	13,103,124	5.75	265	1,970,199	5.03	1,374	15,073,323	5.65
Massachusetts.....	1,023	11,822,804	5.19	254	1,951,932	4.99	1,277	13,774,736	5.16
Virginia	998	10,547,675	4.63	267	1,813,930	4.63	1,265	12,361,605	4.63
Pennsylvania	1,050	9,621,618	4.22	229	1,444,989	3.69	1,279	11,066,607	4.15
District of Columbia.....	716	9,650,550	4.24	142	1,166,386	2.98	858	10,816,937	4.05
New Jersey.....	742	9,183,146	4.03	176	1,266,033	3.23	918	10,449,179	3.92
Texas.....	856	8,029,667	3.53	302	2,012,069	5.14	1,158	10,041,736	3.76
Ohio	969	8,452,556	3.71	209	1,307,264	3.34	1,178	9,759,820	3.66
Maryland.....	618	7,121,437	3.13	163	1,146,613	2.93	781	8,268,050	3.10
Connecticut	450	5,323,571	2.34	124	822,845	2.10	574	6,146,417	2.30
Colorado.....	475	4,916,075	2.16	148	1,092,370	2.79	623	6,008,444	2.25
Michigan.....	457	4,747,967	2.08	136	947,889	2.42	593	5,695,856	2.13
Georgia	391	4,584,957	2.01	116	718,227	1.83	507	5,303,184	1.99
Other(2)	4,497	44,998,594	19.76	1,303	8,821,866	22.53	5,800	53,820,460	20.17
Total	20,904	\$227,747,204	100.00%	5,539	\$39,148,425	100.00%	26,443	\$266,895,630	100.00%

⁽¹⁾ Based on the billing addresses of the borrowers of the Portfolio Private Loans shown on the Servicer's records.

⁽²⁾ Consists of locations that include other states, U.S. territories, possessions and commonwealths, foreign countries, overseas military establishments, and unknown locations, none of the aggregate outstanding balance of the Portfolio Private Loans relating to which exceeds 2% of the aggregate outstanding balance of the Portfolio Private Loans.

To the extent that states with a large concentration of Financed Private Loans experience adverse economic or other conditions to a greater degree than other areas of the country, the ability of borrowers to repay their Financed Private Loans may be impacted to a larger extent than if the borrowers were dispersed more geographically.

**Distribution of the Portfolio Private Loans by Months Remaining in Status
by Current Borrower Payment Status**

Current Borrower Payment Status	Initial Private Loan Portfolio				Pre-Funding Private Loan Portfolio				Total			
	Remaining Term in Months				Remaining Term in Months				Remaining Term in Months			
	<u>In School</u>	<u>Grace</u>	<u>Forbearance</u>	<u>Repayment</u>	<u>In School</u>	<u>Grace</u>	<u>Forbearance</u>	<u>Repayment</u>	<u>In School</u>	<u>Grace</u>	<u>Forbearance</u>	<u>Repayment</u>
In School	18	9	0	240	14	9	0	240	18	9	0	240
Grace	0	9	0	240	0	9	0	240	0	9	0	240
Forbearance	0	0	5	238	0	0	4	238	0	0	4	238
Repayment	0	0	0	237	0	0	0	237	0	0	0	237
Total	13	9	0	240	6	8	0	240	12	9	0	240

Incentive Programs

Access Group currently reduces the interest rate on Financed FFELP Loans by 0.25% per annum for borrowers that arrange to have their loan payments automatically withdrawn from a bank account.

In addition, if the borrower makes the first 48 consecutive loan payments on his or her FFELP Loan without becoming more than 15 days delinquent, the interest rate will be reduced by 2% per annum for Stafford Loans and 1% per annum for Consolidation Loans.

Acquisition of Student Loan Portfolios

Group I

Access Funding A-2 will transfer the Initial FFELP Portfolio to Access Group on the Date of Issuance. The transfer will be made in the form of a distribution of assets to Access Group, as Access Funding A-2's sole member. In addition, Access Group plans to acquire additional portfolios of FFELP Loans from Access Funding A-2 (as described in the preceding sentence) and National City Bank (as provided in the 1998 Commitment Agreement) in November, 2001. Although Access Funding A-2 will make no representations or warranties as to the Student Loans so transferred, and will not undertake any obligation to repurchase any such loans, Access Funding A-2 has contracted for Access Group to perform the loan origination services with respect to the FFELP Loans. In that contract, Access Group agrees to indemnify Access Funding A-2 for errors or omissions in the origination of FFELP Loans. The indemnity rights will be assigned to the Trustee.

Because Access Group is not an "eligible lender" under the Higher Education Act, legal title to the Financed FFELP Loans will be held by Firststar Bank, National Association (in such capacity, the "Eligible Lender Trustee"), in trust for Access Group. Access Group is seeking recognition as an eligible lender. If Access Group should be recognized as an eligible lender and enter into all necessary FFELP Guarantee Agreements, it may take legal title to the Financed FFELP Loans (subject to the lien of the Trustee), and the role of Eligible Lender Trustee may be eliminated.

Group II

The Initial Private Loan Portfolio will be purchased by Access Group from National City Bank on the Date of Issuance, as provided in the 2000 Commitment Agreement. In addition, Access Group plans to purchase an additional portfolio of Private Loans in November 2001, as provided in the 2000 Commitment Agreement. The portion of the purchase price of the Financed Private Loans paid from the proceeds of the Notes will be equal to 100% of the principal amount thereof, plus accrued interest thereon. The premium paid to acquire such Student Loans will be paid from other funds of Access Group.

Commitment Agreements

Under the Commitment Agreements, National City Bank agreed to originate FFELP Loans and Private Loans under the Access Group Loan Program for 1998-1999 and 1999-2000, to originate Private Loans under the Access Group Loan Program for 2000-2001 and 2001-2002, and to sell all of the Student Loans originated under the program to Access Group. Access Group agreed, subject to the availability of financing, to cause all of such Student Loans which meet certain eligibility criteria to be purchased. The price to be paid by Access Group is equal to the principal amount of the loans, plus accrued interest on those loans, plus a premium based on a percentage of the principal amount of the loans determined as provided in the applicable Commitment Agreement.

National City Bank makes representations as to the validity, enforceability and transferability of each Student Loan and as to the legal authority of National City Bank to engage in the transactions contemplated by the Commitment Agreement. In particular, National City Bank has represented and warranted that, at the date of its sale by National City Bank, each Student Loan will be a valid and enforceable obligation of the borrower, except by reason of any legal incapacity of the borrower (as to which no representation is made).

Each Commitment Agreement provides that if any representation made by National City Bank with respect to an Student Loan sold to Access Group proves to have been materially incorrect, or if the applicable Guarantee Agency or the Loan Reserve Trust, as the case may be, refuses to honor all or part of a default claim filed with respect thereto on account of any circumstance or event occurring prior to the sale of the Student Loan to Access Group, or under certain other circumstances specified in the Commitment Agreements, National City Bank shall repurchase such loan at a price equal to the then outstanding principal balance, plus accrued interest (and, in the case of a FFELP Loan, Special Allowance Payments), plus any expenses incurred by Access Group in connection therewith, plus a percentage of the principal amount of such loan equal to the percentage represented by the premium paid by Access Group as part of the purchase price for such loan.

Access Group's rights under the Commitment Agreements with respect to Financed Student Loans will be pledged to the Trustee pursuant to the Indenture.

Servicing and "Due Diligence"

Access Group will covenant in the Indenture to cause a Servicer to administer and collect all Financed Student Loans in accordance with all applicable requirements of the Higher Education Act, the Secretary of Education, the Indenture, and the applicable FFELP Guarantee Agreement or the Loan Reserve Reimbursement Agreement, as the case may be. Pursuant to each Servicing Agreement, the Servicer will service student loans acquired or originated by Access Group under the Indenture.

The Higher Education Act requires that the Lender, the Eligible Lender Trustee, and their agents (including the Servicer) exercise "due diligence" in the making, servicing and collection of Financed FFELP Loans and that a Guarantee Agency exercise due diligence in collecting loans which it holds. The Higher Education Act defines "due diligence" as requiring the holder of a FFELP Loan to utilize servicing and collection practices at least as extensive and forceful as those generally practiced by financial institutions for the collection of consumer loans, and requires that certain specified collection actions be taken within certain specified time periods with respect to a delinquent loan or a defaulted loan. The Guarantee Agencies have established procedures and standards for due diligence to be exercised by each Guarantee Agency and by lenders (including the Eligible Lender Trustee) which hold loans that are guaranteed by the respective Guarantee Agencies. The Eligible Lender Trustee, the Lender or a Guarantee Agency may not relieve itself of its responsibility for meeting these standards by delegation to any servicing agent. Accordingly, if the Lender or the Servicer fails to meet any such standards, Access Group's ability to realize the benefits of guarantee payments (and, with respect to FFELP Loans eligible for such payments, Interest Subsidy Payments and Special Allowance Payments) may be adversely affected. If a Guarantee Agency fails to meet such standards, that Guarantee Agency's ability to realize the benefits of federal reinsurance payments may be adversely affected.

Similarly, the Loan Reserve Reimbursement Agreement requires that the Lender, Access Group and the Servicer follow certain procedures in the underwriting, origination and collection of the Private Loans. If the Lender or the Servicer fails to meet any such standards, Access Group's ability to realize the benefit of reimbursements from the Loan Reserve Trust may be adversely affected.

SERVICING OF FINANCED STUDENT LOANS

General

The FFELP Loans and Private Loans to be Financed are currently (and have been since their origination) serviced on behalf of National City Bank or Access Funding A-2 by Kentucky Higher Education Student Loan Corporation (“KHESLC”). Upon their acquisition by Access Group, such loans will continue to be serviced by KHESLC on behalf of Access Group under the KHESLC Servicing Agreements. Certain FFELP Loans expected to be acquired with funds in the Group I Pre-Funding Account are currently serviced on behalf of National City Bank by AFSA Data Corporation. Prior to their acquisition by Access Group, the servicing of these loans would be transferred to KHESLC.

Description of the Servicing Agreements

KHESLC Servicing Agreement

Access Group has entered into the KHESLC Servicing Agreement as of March 31, 2000. In addition to the Financed Student Loans, student loans owned by Access Group that will not be financed under the Indenture are serviced under the KHESLC Servicing Agreement. The following is a summary of the material terms of the KHESLC Servicing Agreement.

Under the KHESLC Servicing Agreement, KHESLC generally agrees to provide all customary post-origination student loan servicing activities with respect to student loans made under the Access Group Loan Program and owned by Access Group or its designees. Such services generally include maintaining custody of promissory notes and related documentation, billing for and processing payments from borrowers, undertaking certain required collection activities with respect to delinquent loans, submitting guarantee claims with respect to defaulted loans, establishing and maintaining records with respect to its servicing activities, and providing certain reports of its activities and the student loan portfolios serviced by KHESLC. KHESLC’s responsibility for collection activity with respect to Private Loans ceases when such loans become 90 days delinquent (although it continues to be responsible for payment processing and claim submission).

KHESLC agrees to service the loans in compliance with the Higher Education Act (in the case of FFELP Loans), the guidelines of the applicable Guarantee Agency (in the case of FFELP Loans), the guidelines of the Loan Reserve Trust (in the case of Private Loans) and all applicable federal and state laws and regulations.

Purchase of Serviced Loans

If Access Group or KHESLC discovers a material breach by KHESLC of certain of its duties under the KHESLC Servicing Agreement with respect to a serviced loan, KHESLC must purchase such student loan within 90 days (or 180 days if the breach is curable by KHESLC and KHESLC is attempting to cure such breach) after the earlier of the date that KHESLC discovers, or receives written notice of, such material breach.

Servicing Fees

Access Group agrees to pay monthly fees to KHESLC for the servicing of its student loans, according to schedules set forth in the KHESLC Servicing Agreement. The fees are subject to annual increases and to further increase by KHESLC if KHESLC incurs increases in costs due to material changes in its servicing practices or systems due to changes to the Higher Education Act, the Loan Reserve Reimbursement Agreement or other changes in laws, regulations or standard industry practices governing its operations, or if KHESLC incurs other increases in costs beyond its control. These fees are paid by Access Group from its Administrative Allowance.

Reporting

KHESLC is required to deliver to Access Group on an annual basis certain audit reports and certifications as to its compliance with KHESLC Servicing Agreement.

Termination

The KHESLC Servicing Agreement has a term that ends on June 30, 2003. Access Group may renew the KHESLC Servicing Agreement for one or more additional one-year terms if it notifies KHESLC 90 days prior to a scheduled expiration date of its intent to renew, all fees due and owing to KHESLC have been paid and the parties agree to the fees to be paid during the additional one-year term or terms. Upon the expiration of the original or any annual renewal term, the KHESLC Servicing Agreement will continue on a month-to-month basis until terminated by either party upon 60 days' prior written notice to the other party. The KHESLC Servicing Agreement may be terminated prior to a scheduled expiration date as follows:

- KHESLC may immediately terminate the KHESLC Servicing Agreement if Access Group fails to pay nondisputed servicing fees when required and such nonpayment persists for 60 days from the servicing payment date;
- KHESLC may also terminate the KHESLC Servicing Agreement upon 60 days written notice to Access Group if Access Group assigns the KHESLC Servicing Agreement to an entity succeeding to all or substantially all of the business or assets of Access Group without the prior consent of KHESLC;
- Access Group may terminate the KHESLC Servicing Agreement if KHESLC incurs increases in costs due to material changes in its servicing practices or systems due to changes to the Higher Education Act or the Loan Reserve Reimbursement Agreement or other changes in laws, regulations or standard industry practices governing its operations, or if KHESLC incurs other increases in costs beyond its control, and, in either event, Access Group is unwilling to pay increased servicing fees reflecting those increased costs;
- Access Group may terminate the KHESLC Servicing Agreement if KHESLC merges or is consolidated into another entity or another entity succeeds to the properties and assets of KHESLC substantially as a whole;
- Access Group may terminate the KHESLC Servicing Agreement upon receipt by Access Group of a notice by KHESLC of its intent to change its servicing system (provided that Access Group provides KHESLC with a notice stating that, in its reasonable opinion, such change would materially impair KHESLC's ability to perform its duties under the KHESLC Servicing Agreement and that Access Group elects to terminate the KHESLC Servicing Agreement prior to such change), the receipt of notice from a rating agency of its withdrawal, suspension or downgrading of any securities issued by Access Group or its designee or its refusal to rate any securities to be issued by Access Group or its designee as a result of the financial condition of KHESLC or its servicing of student loans pursuant to the KHESLC Servicing Agreement or the failure by KHESLC to maintain unencumbered operating fund equity at certain required levels; and
- Access Group also may immediately terminate the KHESLC Servicing Agreement if KHESLC is rendered unable, in whole or in part, by a force outside of the control of KHESLC or Access Group, to satisfy its obligations under the KHESLC Servicing Agreement, upon breaches by KHESLC of various covenants, representations and warranties under the KHESLC Servicing Agreement or the occurrence of various events relating to KHESLC, and upon the failure of KHESLC to remedy a Servicer Default as defined below.

In addition, KHESLC may resign from its obligations and duties under the KHESLC Servicing Agreement upon determination that the performance of its duties will no longer be permissible under applicable law or will violate any final order of a court or administrative agency with jurisdiction over KHESLC or its properties. Notice of any such determination permitting the resignation of KHESLC must be communicated to Access Group at the earliest practicable time (and, if such communication is not in writing, must be confirmed in writing at the earliest practicable

time) and any such determination will be evidenced by a counsel opinion acceptable to Access Group to such effect delivered to Access Group concurrently with or promptly after such notice. No such resignation will become effective until a successor servicer acceptable to Access Group has assumed the responsibilities and obligations under the KHESLC Servicing Agreement. Upon receipt of KHESLC's notice of intent to resign and prior to the assumption of the KHESLC Servicing Agreement by a successor servicer acceptable to Access Group, Access Group would have the right to terminate the KHESLC Servicing Agreement.

Upon the termination of the KHESLC Servicing Agreement, KHESLC agrees to transmit the files and electronic records relating to the loans being serviced as directed by Access Group, upon the payment of the fees provided for therein.

Servicer Default

The occurrence of any of the following constitutes a Servicer Default under the KHESLC Servicing Agreement:

- any failure by KHESLC to deliver, to the account established for that purchase, any payment required under the KHESLC Servicing Agreement, and such failure remains unremedied for three business days after the earlier of KHESLC's discovery, or receipt of written notice of, such failure;
- any failure by KHESLC to observe or to perform in any material respect any covenant or agreement of KHESLC set forth in the KHESLC Servicing Agreement, which failure remains unremedied for 30 days after KHESLC's receipt from Access Group of notice of such failure, requiring the same to be remedied;
- any limitation, suspension or termination by the Department of Education of KHESLC's eligibility to service student loans;
- any Guarantee Agency, the Loan Reserve Trust or the Department of Education has issued a notice of suspension or termination for the payment of guarantee payments or of Interest Subsidy Payments or Special Allowance Payments with respect to a material portion of the serviced loans for reasons attributable to KHESLC's servicing error and KHESLC has been unable to stay or cure such suspension or termination within 60 days thereafter;
- any representation or warranty of KHESLC contained in the KHESLC Servicing Agreement proves to have been false or misleading in any material respect and such false or misleading representation or warranty materially adversely affects KHESLC's ability to perform its obligations under the KHESLC Servicing Agreement; or
- certain events of bankruptcy or insolvency with respect to KHESLC.

Other Servicing Agreements

Upon the termination of the KHESLC Servicing Agreement, Access Group would be required under the Indenture to service the Financed Student Loans or enter into one or more other Servicing Agreements with a Servicer. In addition, upon the occurrence of a Servicer Default, Access Group may, or either Group's Acting Beneficiaries Upon Default may direct the Trustee to cause Access Group to, enter into a new Servicing Agreement with respect to the Financed Student Loans of such Group as described under "Description of the Indenture—Covenants—Servicer Defaults."

The Indenture requires, as a condition to Access Group entering into any Servicing Agreement, that each Rating Agency confirm in writing that entering into such Servicing Agreement will not result in a reduction or withdrawal of its rating of any Notes.

The Servicer

KHESLC is an independent *de jure* municipal corporation and political subdivision of the Commonwealth of Kentucky established in 1978 by the Kentucky General Assembly to provide a student loan finance program in the Commonwealth. KHESLC's objectives are accomplished primarily through its secondary market program, which purchases student loans from eligible lenders, and its direct lending program, which makes loans to parents and students directly.

KHESLC also services student loans and collects defaulted educational loans. As of May 31, 2001, KHESLC provided loan servicing and collections for FFELP Loans and other education loans totaling approximately \$1.4 billion, over \$600 million of which were FFELP Loans owned by KHESLC. KHESLC's principal office is located at 10180 Linn Station Road, Louisville, Kentucky, 40223, and its telephone number is (502) 329-7079.

DESCRIPTION OF THE FFEL PROGRAM

General

The Higher Education Act sets forth provisions establishing the FFEL Program, pursuant to which state agencies or private nonprofit corporations administering student loan insurance programs (referred to as "Guarantee Agencies") are reimbursed for losses sustained in the operation of their programs, and holders of certain loans made under such programs are paid subsidies for owning such loans.

The Higher Education Act currently authorizes certain student loans to be made under the FFEL Program if they are contracted for and paid to the student prior to September 30, 2004, unless a student has received a loan under the FFEL Program prior to such date, in which case that student may receive a student loan under the FFEL Program until September 30, 2008. Congress has extended similar authorization dates in prior versions of the Higher Education Act; however, there can be no assurance that the current authorization dates will again be extended or that the other provisions of the Higher Education Act will be continued in their present form.

The Higher Education Act has been subject to frequent amendments, including several amendments that have changed the terms of and eligibility requirements for the FFELP Loans. Generally, this Offering Memorandum describes only the provisions of the FFEL Program that apply to loans made on or after July 1, 1998.

There can be no assurance that relevant federal laws, including the Higher Education Act, will not be changed in a manner that may affect the terms of FFELP Loans or may adversely affect the receipt of funds by the Guarantee Agencies or by the Trustee with respect to Financed FFELP Loans.

This is only a summary of certain provisions of the Higher Education Act. Reference is made to the text of the Higher Education Act for full and complete statements of its provisions.

Loan Terms

General

Four types of loans are currently available under the FFEL Program: Stafford Loans, Unsubsidized Stafford Loans, Plus Loans and Consolidation Loans. These loan types vary as to eligibility requirements, interest rates, repayment periods, loan limits and eligibility for interest subsidies and Special Allowance Payments. Of these, only Stafford Loans, Unsubsidized Stafford Loans and Consolidation Loans are made under the Access Group Loan Programs.

The primary loan under the FFEL Program is the Stafford Loan. Students who are not eligible for Stafford Loans based on their economic circumstances may be able to obtain Unsubsidized Stafford Loans. Parents of

students may be able to obtain Plus Loans. Consolidation Loans are available to borrowers with existing loans made under the FFEL Program and certain other federal programs to consolidate repayment of their existing loans.

Eligibility

General. A student is eligible for loans made under the FFEL Program only if he or she: (1) has been accepted for enrollment or is enrolled in good standing at an eligible institution of higher education (which term includes certain vocational schools), (2) is carrying or planning to carry at least one-half the normal full-time workload for the course of study the student is pursuing (as determined by the institution) which either leads to a recognized educational credential or is necessary for enrollment in a course of study that leads to such a credential, (3) has agreed to promptly notify the holder of the loan concerning any change of address, (4) if presently enrolled, is maintaining satisfactory progress in the course of study he or she is pursuing, (5) does not owe a refund on, and is not (except as specifically permitted under the Higher Education Act) in default under, any loan or grant made under the Higher Education Act, (6) has filed with the eligible institution a statement of educational purpose, (7) meets certain citizenship requirements, and (8) except in the case of a graduate or professional student, has received a preliminary determination of eligibility or ineligibility for a Pell Grant.

The educational institution generally determines and documents the amount of need for a loan and provides the lender with a statement containing information relating to the loan amount for which a borrower is eligible. The specific requirements of these determinations of need and statements to lenders vary based on the type of loan (for example, Stafford or Unsubsidized Stafford) and the requirements applicable at the time a loan was made. The amount of such need is generally based on the student's estimated cost of attendance, the estimated financial assistance available to such student and, for Stafford Loans, the expected family contribution with respect to the student, all of which are computed in accordance with standards set forth in the Higher Education Act.

Stafford Loans. Stafford Loans generally are made only to student borrowers who meet certain financial needs tests.

Unsubsidized Stafford Loans. Unsubsidized Stafford Loans generally are made to student borrowers without regard to financial need.

Consolidation Loans. To be eligible for a Consolidation Loan a borrower must (a) have outstanding indebtedness on student loans made under the FFEL Program and/or certain other federal student loan programs, (b) be in repayment status or in a Grace Period, or be a defaulted borrower who has made arrangements to repay the defaulted loan(s) satisfactory to the holder of the defaulted loan(s), and (c) not be subject to a judgment secured through litigation with respect to certain Higher Education Act loans or to certain wage garnishment orders. A married couple who agree to be jointly liable on a Consolidation Loan may be treated as an individual for purposes of obtaining a Consolidation Loan.

Interest Rates

The Higher Education Act establishes maximum interest rates for each of the various types of loans. The Higher Education Act allows lesser rates of interest to be charged. Many lenders, including National City Bank, Access Funding A-2 and Access Group, have offered repayment incentives or other programs that involve reduced interest rates on certain loans made under the FFEL Program. See "The Financed Student Loans—Incentive Programs."

Stafford Loans. For Stafford Loans made on or after July 1, 1998 but before October 1, 2003, the interest rate is adjusted annually, and for any twelve month period commencing on a July 1 is equal to the bond equivalent rate of 91-day U.S. Treasury bills auctioned at the final auction prior to the preceding June 1, plus (a) 1.7% per annum prior to the time the loan enters repayment and during any Deferment Periods, and (b) 2.3% per annum during repayment, but not to exceed 8.25% per annum.

Unsubsidized Stafford Loans. Unsubsidized Stafford Loans are subject to the same interest rate provisions as Stafford Loans.

Consolidation Loans. For a Consolidation Loan for which the application is received by an eligible lender on or after October 1, 1998 but before July 1, 2003, the interest rate is equal to the weighted average of the interest rates on the loans being consolidated, rounded upward to the nearest one-eighth of 1%, but not to exceed 8.25% per annum. Notwithstanding this general interest rate, the portion, if any, of a Consolidation Loan that repaid a loan made under the Health Education Assistance Loan Program has a different variable interest rate. Such portion is adjusted on July 1 of each year, and is the sum of the average of the T-Bill Rates auctioned for the quarter ending on the preceding June 30, plus 3.0%, without any cap on the interest rate. For a discussion of required payments that reduce the return on Consolidation Loans, see “—Fees—Rebate Fees on Consolidation Loans” below.

Loan Limits

Stafford Loans and Unsubsidized Stafford Loans are subject to limits as to the maximum principal amount, both with respect to a given year and in the aggregate. Such loans are also limited to the difference between the cost of attendance and the other aid available to the student. Stafford Loans are also subject to limits based upon the needs analysis as described above under “—Eligibility—Stafford Loans.” Additional limits are described below.

A graduate or professional student may borrow up to \$8,500 in Stafford Loans in an academic year. The maximum aggregate amount of Stafford Loans for a graduate and professional student, including loans for undergraduate education, is \$65,500. The Secretary is authorized to increase the limits applicable to graduate and professional students who are pursuing programs which the Secretary determines to be exceptionally expensive.

Graduate and professional students can borrow up to an additional \$10,000 per year in Unsubsidized Stafford Loans, subject to an aggregate maximum of \$73,000. Thus, the maximum total amount of Stafford and Unsubsidized Stafford Loans for which a graduate or professional student may be eligible is \$18,500 for an academic year, subject to an aggregate maximum for all FFELP Loan borrowing of \$138,500.

Repayment

Except for loans to certain borrowers who accumulate FFELP Loans totaling more than \$30,000, Stafford and Unsubsidized Stafford loans generally must provide for repayment of principal in periodic installments over a period of not less than five nor more than ten years. A Consolidation Loan must be repaid during a period agreed to by the borrower and lender, subject to maximum repayment periods which vary depending upon the principal amount of the borrower’s outstanding student loans (but no longer than 30 years). A lender must offer the borrower of a Stafford Loan or an Unsubsidized Stafford Loan, not earlier than six months prior to the date on which the borrower’s first payment is due, the option of repaying the loan in accordance with a standard, graduated, income-sensitive, or extended repayment schedule established by the lender in accordance with regulations of the Secretary of Education. The borrower may choose from:

- (a) a standard repayment plan, with a fixed annual repayment amount paid over a fixed period of time, not to exceed 10 years;
- (b) a graduated repayment plan paid over a fixed period of time, not to exceed 10 years;
- (c) an income-sensitive repayment plan, with income-sensitive repayment amounts paid over a fixed period of time, not to exceed 10 years (except that use of income-sensitive repayment schedules may extend the ten-year maximum term for up to five years); and
- (d) for new borrowers on or after October 7, 1998 who accumulate outstanding loans under the FFEL Program totaling more than \$30,000, an extended repayment plan, with a fixed annual or graduated repayment amount paid over an extended period of time, not to exceed 25 years.

If a borrower does not select a repayment plan, the lender shall provide the borrower with a standard repayment plan. Once a repayment plan is established, the borrower may annually change the selection of the plan. In addition, lenders of Consolidation Loans are required to establish graduated or income-sensitive repayment schedules.

The repayment period commences not more than six months after the borrower ceases to pursue at least a half-time course of study in the case of Stafford Loans and Unsubsidized Stafford Loans (the six month period is the "Grace Period") and on the date of final disbursement of the loan in the case of Consolidation Loans. The six month Grace Period excludes any period not in excess of three years during which a borrower who is a member of the Armed Forces reserves is called or ordered to active duty for a period of more than 30 days (such period of exclusion includes the period necessary to resume enrollment at the borrower's next available regular enrollment period). During periods in which repayment of principal is required, payments of principal and interest must in general be made at a rate of not less than the greater of \$600 per year (except that a borrower and lender may agree at any time before or during the repayment period that repayment may be at a lesser rate) or the interest that accrues during the year. A borrower may agree, with concurrence of the lender, to repay the loan in less than five years with the right subsequently to extend his or her minimum repayment period to five years. Borrowers are entitled to accelerate, without penalty, the repayment of all or any part of the loan.

No principal repayments need be made during certain periods of deferment prescribed by the Higher Education Act ("Deferment Periods"). For loans to a borrower who first obtained a loan on or after July 1, 1993, deferments are available (a) during any period while the borrower is pursuing at least a half-time course of study at an eligible institution or a course of study pursuant to a graduate fellowship program or rehabilitation training program approved by the Secretary of Education, (b) during a period not exceeding three years while the borrower is seeking and unable to find full-time employment, and (c) during a period not in excess of three years for any reason which the lender determines, in accordance with regulations under the Higher Education Act, has caused or will cause the borrower economic hardship. Economic hardships include working full time and earning an amount not in excess of the greater of the minimum wage or the poverty line for a family of two, and serving as a volunteer in the Peace Corps. Additional categories of economic hardship are based on the relationship between a borrower's educational debt burden and his or her income. Deferment Periods extend the maximum repayment periods.

The Higher Education Act also provides for periods of forbearance during which the borrower, in case of temporary financial hardship, may defer any payments (a "Forbearance Period"). A borrower is entitled to forbearance during such period as the borrower is participating in a medical or dental residency and is not eligible for a Deferment Period. A borrower is also entitled to forbearance for a period not to exceed three years while the borrower's debt burden under Title IV of the Higher Education Act (which includes the FFEL Program) equals or exceeds 20% of the borrower's gross income, and also is entitled to forbearance while he or she is serving in a qualifying medical or dental internship program or in a "national service position" under the National and Community Service Trust Act of 1993. In addition, mandatory administrative forbearances are provided when a borrower performs services qualifying that borrower for a teacher loan forgiveness; when exceptional circumstances such as a local or national emergency or military mobilization exist; or when the geographical area in which the borrower or endorser resides has been designated a disaster area by the President of the United States or Mexico, the Prime Minister of Canada, or the governor of a state. A lender is authorized to grant forbearance for up to 60 days if the lender reasonably determines that such a suspension of collection activity is warranted following a borrower's request for deferment, forbearance, a change in repayment plan, or to consolidate loans, in order to collect or process appropriate supporting documentation related to the request (during which period interest shall accrue but not be capitalized). In other circumstances, forbearance is at the lender's option. Such forbearance also extends the maximum repayment periods.

As described under “—Federal Interest Subsidy Payments” below, the Secretary of Education makes interest payments on behalf of the borrower of certain eligible loans while the borrower is in school and during Grace and Deferment Periods. Interest that accrues during Forbearance Periods and, if the loan is not eligible for Interest Subsidy Payments, while the borrower is in school and during the Grace and Deferment Periods, may be paid monthly or quarterly or capitalized (added to the principal balance) not more frequently than quarterly. Interest that accrues during such periods on Unsubsidized Stafford Loans disbursed on or after October 7, 1998 and Stafford Loans disbursed on or after July 1, 2000, however, may be capitalized only when the loan enters repayment, at the expiration of the Grace Period (if the loan qualifies for Grace Period), a Deferment Period or a Forbearance Period, or when the borrower defaults. Access Group’s practice is to capitalize interest once at the time the loan enters repayment after the Grace Period and again after any Deferment Period or Forbearance Period.

Disbursement

Stafford Loans and Unsubsidized Stafford Loans generally must be disbursed in two or more installments, none of which may exceed 50% of the total principal amount of the loan.

Fees

Guarantee Fee. A Guarantee Agency is authorized to charge a premium, or guarantee fee, of up to 1% of the principal amount of the loan, which must be deducted proportionately from each installment payment of the proceeds of the loan to the borrower. Guarantee fees may not currently be charged to borrowers of Consolidation Loans. However, lenders may be charged an insurance fee to cover the costs of increased or extended liability with respect to Consolidation Loans.

Origination Fee. The lender is authorized to charge the borrower of a Stafford Loan or Unsubsidized Loan an origination fee in an amount not to exceed 3% of the principal amount of the loan. These fees must be deducted proportionately from each installment payment of the loan proceeds prior to payment to the borrower and are not retained by the lender, but must be passed on to the Secretary of Education. Eligible lenders that charge origination fees must assess the same fees to all student borrowers from the same state, unless a borrower demonstrates greater financial need based on income.

The Balanced Budget and Deficit Control Act of 1985, as amended (known as the “Gramm-Rudman Law”) requires the President to issue a sequester order for any federal fiscal year in which the projected budget exceeds the target for that year. For all FFEL Program loans made during the period when a sequestration order is in effect, origination fees shall be increased by 0.5%.

Lender Loan Fee. The lender of any loan under the FFEL Program is required to pay to the Secretary of Education a fee equal to 0.5% of the principal amount of such loan.

The Secretary of Education is authorized to collect from the lender or a subsequent holder of the loan the maximum origination fee authorized to be charged by the lender (regardless of whether the lender actually charges the borrower) and the lender loan fee, either through reductions in Special Allowance Payments and Interest Subsidy Payments or directly from the lender or holder.

Rebate Fee on Consolidation Loans. The holder of any Consolidation Loan is required to pay to the Secretary of Education a monthly fee equal to .0875% (1.05% per annum) of the principal amount of, and accrued interest on, such Consolidation Loan.

Loan Guarantees

Under the FFEL Program, Guarantee Agencies are required to guarantee the payment of not less than 98% of the principal amount of loans covered by their respective guarantee programs. For a description of the requirements for loans to be covered by such guarantees, see “Description of the Guarantee Agencies.” The Secretary of Education is authorized to enter into reimbursement agreements with Guarantee Agencies, which provide for partial

reimbursements to Guarantee Agencies for default claims. Under certain circumstances, guarantees may be assumed by the Secretary of Education or another Guarantee Agency.

Generally, Guarantee Agencies must pay claims only for loans that are eligible for reimbursement payments from the Secretary of Education. See “Description of the Guarantee Agencies—General.” To be eligible for federal reimbursement payments, guaranteed loans must be made by an eligible lender under the applicable Guarantee Agency’s guarantee program, which must meet requirements prescribed by the rules and regulations promulgated under the Higher Education Act, including the borrower eligibility, loan amount, disbursement, interest rate, repayment period and guarantee fee provisions described herein and the other requirements set forth in Section 428(b) of the Higher Education Act.

Under the Higher Education Act, a guaranteed loan must be delinquent for 270 days if it is repayable in monthly installments or 330 days if it is payable in less frequent installments before a lender may obtain payment on a guarantee from the Guarantee Agency. The Guarantee Agency must pay the lender for the defaulted loan prior to submitting a claim to the Secretary of Education for reimbursement. As a prerequisite to entitlement to payment on the guarantee by the Guarantee Agency, and in turn payment of reimbursement by the Secretary of Education, the lender must have exercised reasonable care and diligence in making, servicing and collecting the guaranteed loan. Generally, these procedures require that completed loan applications be processed, a determination of whether an applicant is an eligible borrower attending an eligible institution under the Higher Education Act be made, the borrower’s responsibilities under the loan be explained to him or her, the promissory note evidencing the loan be executed by the borrower and the loan proceeds be disbursed by the lender in a specified manner. After the loan is made, the lender must establish repayment terms with the borrower, properly administer deferments and forbearances and credit the borrower for payments made. If a borrower becomes delinquent in repaying a loan, a lender must perform certain collection procedures (primarily telephone calls, demand letters, skip-tracing procedures and requesting assistance from the applicable Guarantee Agency) that vary depending upon the length of time a loan is delinquent.

Federal Interest Subsidy Payments

Interest Subsidy Payments are interest payments paid with respect to an eligible loan during the period prior to the time that the loan enters repayment and during Grace and Deferment Periods. The Secretary of Education and the Guarantee Agencies entered into the Interest Subsidy Agreements as described under “Description of the Guarantee Agencies—Federal Agreements,” whereby the Secretary of Education agrees to pay Interest Subsidy Payments to the holders of eligible guaranteed loans for the benefit of students meeting certain requirements, subject to the holders’ compliance with all requirements of the Higher Education Act. Only Stafford Loans, and those portions of the Consolidation Loans that repay Stafford Loans or similar subsidized loans made under the direct loan program, are eligible for Interest Subsidy Payments. In addition, to be eligible for Interest Subsidy Payments, guaranteed loans must be made by an eligible lender, and must meet requirements prescribed by the rules and regulations promulgated under the Higher Education Act, including the borrower eligibility, loan amount, disbursement, interest rate, repayment period and guarantee fee provisions described herein and the other requirements set forth in Section 428(b) of the Higher Education Act.

The Secretary of Education makes Interest Subsidy Payments quarterly on behalf of the borrower to the holder of a guaranteed loan in a total amount equal to the interest which accrues on the unpaid principal amount prior to the commencement of the repayment period of the loan or during any Deferment Period. A borrower may elect to forego Interest Subsidy Payments, in which case the borrower is required to make interest payments.

Federal Special Allowance Payments

The Higher Education Act provides for the payment by the Secretary of Education of additional subsidies, called Special Allowance Payments, to holders of qualifying student loans. The amount of the Special Allowance Payments, which are made on a quarterly basis, is computed by reference to the average of the bond equivalent rates of the 91-day Treasury bills auctioned during the preceding quarter (the “T-Bill Rate”), or by reference to the average of the bond equivalent rates of the quotes of the 3-month commercial paper (financial) rates in effect for each of the

days in the preceding calendar quarter, as reported by the Federal Reserve in Publication H-15 or its successor (the “Commercial Paper Rate”). The quarterly rate for Special Allowance Payments:

- (a) for Stafford and Unsubsidized Stafford Loans made on or after July 1, 1998 and before January 1, 2000, is computed by subtracting the applicable interest rate on such loans from the T-Bill Rate, adding 2.2% prior to the time such loans enter repayment and during any Deferment Periods, and 2.8% while such loans are in repayment, and dividing the resulting rate by four;
- (b) for Stafford and Unsubsidized Stafford Loans made on or after January 1, 2000 and before July 1, 2003, is computed by subtracting the applicable interest rate on such loans from the Commercial Paper Rate, adding 1.74% prior to the time such loans enter repayment and during any Deferment Periods, and 2.34% while such loans are in repayment, and dividing the resulting rate by four; and
- (c) for Consolidation Loans for which the application is received on or after January 1, 2000 and before July 1, 2003, is computed by subtracting the applicable interest rate on such loans from the Commercial Paper Rate, adding 2.64%, and dividing the resulting rate by four.

For Consolidation Loans for which the application is received on or after January 1, 2000 and before July 1, 2003, Special Allowance Payments are only made for quarters during which the Commercial Paper Rate plus 2.64% exceeds the applicable interest rate on such loans. The portion, if any, of a Consolidation Loan that repaid a loan made under the Health Education Assistance Loan Program is ineligible for Special Allowance Payments.

The Higher Education Act provides that if Special Allowance Payments or Interest Subsidy Payments have not been made within 30 days after the Secretary of Education receives an accurate, timely and complete request from the holder of FFELP Loans, the special allowance payable to such holder shall be increased by an amount equal to the daily interest accruing on the Special Allowance Payments and Interest Subsidy Payments due the holder.

Special Allowance Payments and Interest Subsidy Payments are reduced by the amount which the lender is authorized to charge as an origination fee, as described above under “—Loan Terms—Fees—Origination Fee,” whether or not the lender actually charges such fee. In addition, the amount of the lender loan fee described above under “—Loan Terms—Fees—Lender Loan Fees” is collected by offset to Special Allowance Payments and Interest Subsidy Payments.

Federal Student Loan Insurance Fund

The Higher Education Act authorizes the establishment of a Student Loan Insurance Fund by the Federal government for making reimbursement payments on defaulted student loans to Guarantee Agencies. If moneys in the fund are insufficient to make the federal payments on defaults of such loans, the Secretary of Education is authorized, to the extent provided in advance by appropriation acts, to issue to the Secretary of the Treasury obligations containing terms and conditions prescribed by the Secretary of Education and approved by the Secretary of the Treasury, bearing interest at a rate determined by the Secretary of the Treasury. The Secretary of the Treasury is authorized and directed by the Higher Education Act to purchase such obligations.

Direct Loans

The Higher Education Act authorizes a program of “direct loans” (the “Federal Direct Student Loan Program”) originated by schools with funds provided by the Secretary of Education. Under the Federal Direct Student Loan Program, the Secretary of Education enters into agreements with schools, or origination agents in lieu of schools, to disburse loans with funds provided by the Secretary. Participation in the program by schools is voluntary.

The loan terms are generally the same under the Federal Direct Student Loan Program as under the FFEL Program. At the discretion of the Secretary of Education, students attending schools that participate in the Federal

Direct Student Loan Program (and their parents) may still be eligible for participation in the FFEL Program, though no borrower could obtain loans under both programs for the same period of enrollment.

It is difficult to predict the future impact of the Federal Direct Student Loan Program. There is no way to accurately predict the number of schools that will participate in future years, or, if the Secretary authorizes students attending participating schools to continue to be eligible for FFELP Loans, how many students will seek loans under the Federal Direct Student Loan Program instead of the FFEL Program. In addition, it is impossible to predict whether future legislation will eliminate, limit or expand the Federal Direct Student Loan Program or the FFEL Program.

DESCRIPTION OF THE GUARANTEE AGENCIES

General

Of the Portfolio FFELP Loans as of May 31, 2001, 37.67% by outstanding balance (principal plus accrued interest to be capitalized) were guaranteed by Massachusetts Higher Education Assistance Corporation, a non-profit corporation doing business as American Student Assistance (“ASA”), 26.61% by outstanding balance were guaranteed by United Student Aid Funds, Inc., a non-profit corporation (“USA Funds”), 16.24% by outstanding balance were guaranteed by California Student Aid Commission, an agency of the State of California (“CSAC”), 13.52% by outstanding balance were guaranteed by New York State Higher Education Services Corporation, a corporation created by legislation by the State of New York (“NYSHESC”), and 5.96% by outstanding balance were guaranteed by other Guarantee Agencies.

A Guarantee Agency guarantees FFELP Loans made to students or parents of students by lending institutions such as banks, credit unions, savings and loan associations, certain schools, pension funds and insurance companies. The Guarantee Agency is authorized to charge the lending institution a guarantee fee equal to up to 1% of the principal amount of each loan. The Guarantee Agency will pay a claim upon the bankruptcy, default, death or total permanent disability of the borrower. A lender may submit a default claim to the Guarantee Agency after the student loan has been delinquent for at least 270 days. The default claim package must include all information and documentation required under the FFEL Program regulations and the Guarantee Agency’s policies and procedures. Under the Guarantee Agencies’ current procedures, assuming that the default claim package complies with the Guarantee Agency’s loan procedures manual or regulations, the Guarantee Agency pays the lender for a default claim within 90 days of the lender’s filing the claim with the Guarantee Agency. The Guarantee Agency will pay the lender interest accrued on the loan for up to 450 days after delinquency. The Guarantee Agency must file a reimbursement claim with the Department of Education within 45 days after the Guarantee Agency has paid the lender for the default claim.

Funds

In general, Guarantee Agencies have been funded principally by administrative cost allowances and fees paid by the Secretary of Education, guarantee fees paid by lenders (the cost of which may be passed on to borrowers), investment income on funds held by the Guarantee Agency, and a portion of the moneys collected from borrowers on guaranteed loans that have been reimbursed by the Secretary of Education to cover the Guarantee Agency’s administrative expenses. Amendments to the Higher Education Act adopted in 1998 included significant changes in the financial structure of Guarantee Agencies and their sources of revenue.

A Guarantee Agency’s ability to meet its obligation to pay default claims on Financed Student Loans will be affected by the default experience of all lenders under the Guarantee Agency’s guarantee program. A high default experience among lenders participating in a Guarantee Agency’s guarantee program may cause the Guarantee Agency’s claims rate for its guarantee program to exceed the 5% and 9% levels described below under “—Federal Agreements—Effect of Annual Claims Rate,” and result in the Secretary of Education reimbursing the Guarantee Agency at lower percentages of default claims payments made by the Guarantee Agency. The ability of a Guarantee Agency to meet its guarantee obligations with respect to existing student loans also depends, in significant part, on its ability to collect revenues generated by new loan guarantees. The Federal Direct Student Loan Program may

adversely affect the volume of new loan guarantees. Future legislation may make additional changes to the Higher Education Act that would significantly affect the revenues received by Guarantee Agencies and the structure of the guarantee agency program. There can be no assurance that relevant federal laws, including the Higher Education Act, will not be further changed in a manner that may adversely affect the ability of a Guarantee Agency to meet its guarantee obligations.

In addition to guarantee fees, reimbursement of claims paid by the Secretary of Education and amounts retained from collections of defaulted loans as described under “Federal Agreements—Effect of Annual Claims Rate” below, the Secretary of Education pays a loan processing and issuance fee and an account maintenance fee to Guarantee Agencies. The loan processing and issuance fee is paid on a quarterly basis in an amount equal to: (i) for loans originated during fiscal years beginning before October 1, 2003, 0.65% of the total principal amount of loans on which insurance was issued under the FFEL Program during such fiscal year by the Guarantee Agency, and (ii) for loans originated during fiscal years beginning on or after October 1, 2003, 0.40% of the total principal amount of loans on which insurance was issued under the FFEL Program during such fiscal year by the Guarantee Agency. The account maintenance fee is also paid on a quarterly basis (unless certain nationwide caps are met, in which case the fee shall be transferred from the Federal Fund described below to the Operating Fund described below). The account maintenance fee is authorized through fiscal year 2003 in an annual amount equal to 0.10% of the original principal amount of outstanding loans on which insurance was issued under the FFEL Program.

The Federal Fund and the Operating Fund

Each Guarantee Agency is required to maintain a federal student loan reserve fund (the “Federal Fund”) and an agency operating fund (the “Operating Fund”), each of which must be funded, invested and used as prescribed by the Higher Education Act. Each Guarantee Agency is required to deposit into its Federal Fund all guarantee fees charged to borrowers; all reinsurance payments received from the Secretary of Education; from amounts collected from defaulted borrowers, a percentage amount equal to the complement of the reinsurance percentage in effect when the guarantee payment was made; certain administrative cost allowances received from the Secretary of Education; and other receipts specified in federal regulations. A Guarantee Agency is required to maintain in its Federal Fund a minimum reserve level of at least 0.25% of the total amount of all outstanding loans guaranteed by such Guarantee Agency (excluding certain loans transferred to the Guarantee Agency from an insolvent Guarantee Agency pursuant to a plan of the Secretary of Education). The Federal Fund, and any nonliquid asset (such as a building or equipment) developed or purchased by the Guarantee Agency in whole or in part with federal reserve funds of the Guarantee Agency, shall be considered to be property of the United States (prorated based on the percentage of such asset developed or purchased with federal reserve funds), which must be used in the operation of the FFEL Program to pay lender guarantee claims, to pay default aversion fees into the Guarantee Agency’s Operating Fund as described below, and to the extent permitted, to make certain transition payments into the Operating Fund and for certain other uses permitted by the regulations. The Secretary of Education may direct a Guarantee Agency to cease any activity involving expenditures, use or transfer of the Federal Fund that the Secretary of Education determines is a misapplication, misuse or improper expenditure of the Federal Fund or the Secretary of Education’s share of such asset. The Federal Fund is required to be invested in low-risk securities.

A default aversion fee, relating to default aversion activities required to be undertaken by the Guarantee Agency, is payable on a monthly basis from the Federal Fund to the Operating Fund, in an amount equal to 1% of the total unpaid principal and accrued interest on a loan for which a default claim has not been paid as a result of the loan being brought into current repayment status on or before the 300th day after the loan becomes 60 days delinquent. The Higher Education Act also includes various transition rules allowing a Guarantee Agency to transfer certain transition amounts from its Federal Fund to its Operating Fund from time to time during the first three years following the establishment of the Operating Fund for use in the performance of the Guarantee Agency’s duties under the FFEL Program. (The Operating Funds were required to be established by December, 1998.) In determining the amounts that it may transfer, the Guarantee Agency must ensure that sufficient funds remain in the Federal Fund to pay lender claims within the required time periods and to meet reserve recall requirements. In general, the transition rules require repayment to the Federal Fund of transition amounts transferred to the Operating Fund.

Each Guarantee Agency shall deposit into the Operating Fund: loan processing and issuance fees and account maintenance fees paid by the Secretary of Education; default aversion fees which are transferred from the Guaranty Agency's Federal Fund; certain administrative cost allowances received from the Secretary of Education, and certain portions of amounts collected on defaulted loans, which are not required to be transferred to the Federal Fund; and other receipts specified in federal regulations. The Operating Fund is considered to be the property of the Guarantee Agency, except for transition amounts transferred from the Federal Fund. The Secretary of Education may not regulate the uses or expenditure of moneys in the Operating Fund (but may require necessary reports and audits), except during any period in which transition funds are owed to the Federal Fund. During such period, moneys in the Operating Fund may only be used for expenses related to the FFEL Program. In general, funds in the Operating Fund shall be used by the Guarantee Agency for application processing, loan disbursement, enrollment and repayment status management, default aversion activities, default collection activities, school and lender training, financial aid awareness and related outreach activities, compliance monitoring, and other student financial aid related activities, as selected by the Guarantee Agency. The Guarantee Agency may transfer funds from the Operating Fund to the Federal Fund; however, such transfers are irrevocable and transferred funds would become the property of the United States. Funds deposited into the Operating Fund shall be invested at the discretion of the Guarantee Agency in accordance with prudent investor standards (except that transition amounts transferred to the Operating Fund from the Federal Fund must be invested in the same manner as amounts in the Federal Fund).

Recalls of Reserves

The Secretary of Education is required to demand payment on September 1, 2002 of a total of one billion dollars from all the Guarantee Agencies participating in the FFEL Program. The amounts to be demanded of each Guarantee Agency have been determined in accordance with formulas included in the Higher Education Act. Each Guarantee Agency is required to deposit funds in a restricted account in installments, beginning in the federal fiscal year ended September 30, 1998, to provide for such payment.

The 1998 Reauthorization Amendments directed the Secretary of Education to demand additional payments from all the Guarantee Agencies participating in the FFEL Program of amounts held in their Federal Funds aggregating \$85 million in fiscal year 2002; \$82.5 million in fiscal year 2006; and \$82.5 million in fiscal year 2007. The amounts to be demanded of each Guarantee Agency are to be determined in accordance with formulas included in Section 422(i) of the Higher Education Act. If a Guarantee Agency charges the maximum permitted 1% guarantee fee, however, the recall may not result in the depletion of such Guarantee Agency's reserve funds below an amount equal to the amount of lender claim payments paid during the 90 days prior to the date of return.

Federal Agreements

Federal Reimbursement Contracts

Each Guarantee Agency and the Secretary of Education have entered into Federal Reimbursement Contracts pursuant to Section 428(c) of the Higher Education Act which provide for the Guarantee Agency to receive reimbursement of a portion of insurance payments (*i.e.*, the unpaid principal balance of and accrued interest on loans guaranteed by the Guarantee Agency) that the Guarantee Agency makes to eligible lenders with respect to loans guaranteed by the Guarantee Agency prior to the termination of the Federal Reimbursement Contracts or the expiration of the authority of the Higher Education Act. The portion of reimbursement received by the Guarantee Agencies ranges from 80% to 100% for loans made prior to October 1, 1993; 78% to 98% for loans made on or after October 1, 1993 but before October 1, 1998; and 75% to 95% for loans made on or after October 1, 1998. See “—Effect of Annual Claims Rate” below. The Secretary of Education also agrees to reimburse 100% of the unpaid principal plus applicable accrued interest expended by a Guarantee Agency in discharging its guarantee obligation as a result of the bankruptcy, death, or total and permanent disability of a borrower (or in the case of a Plus Loan, the death of the student on behalf of whom the loan was borrowed), or in certain circumstances, as a result of school closures, or if a school fails to make a refund of loan proceeds which the school owed to a student's lender, which reimbursements are not to be included in the calculations of the Guarantee Agency's claims rate experience for the purpose of federal reimbursement under the Federal Reimbursement Contracts.

The Federal Reimbursement Contracts provide for termination under certain circumstances and also provide for certain actions short of termination by the Secretary of Education to protect the federal interest.

Effect of Annual Claims Rate

In general, Guarantee Agencies are currently entitled to receive reimbursement payments under the Federal Reimbursement Contracts in amounts that vary depending on the claims rate experience of the Guarantee Agency. The formula for computing the percentage of federal reimbursement under the Federal Reimbursement Contracts is not accumulated over a period of years but is measured by the amount of federal reimbursement payments in any one federal fiscal year as a percentage of the original principal amount of loans under the FFEL Program guaranteed by the Guarantee Agency and in repayment at the end of the preceding fiscal year. Under the formula, federal reimbursement payments to a Guarantee Agency in any one fiscal year not exceeding 5% of the original principal amount of loans in repayment at the end of the preceding fiscal year are to be paid by the Secretary of Education at 100% for loans made before October 1, 1993, 98% for loans made on or after October 1, 1993 but before October 1, 1998, and 95% for loans made on or after October 1, 1998. Beginning at any time during any fiscal year that federal reimbursement payments exceed 5%, and until such time as they may exceed 9%, of the original principal amount of loans in repayment at the end of the preceding fiscal year, then reimbursement payments on claims submitted during that period are to be paid at 90% for loans made before October 1, 1993, 88% for loans made on or after October 1, 1993 but before October 1, 1998, and 85% for loans made on or after October 1, 1998. Beginning at any time during any fiscal year that federal reimbursement payments exceed 9% of the original principal amount of loans in repayment at the end of the preceding fiscal year, then such payments for the balance of that fiscal year will be paid at 80% for loans made before October 1, 1993, 78% for loans made on or after October 1, 1993 but before October 1, 1998, and 75% for loans made on or after October 1, 1998. The original principal amount of loans in repayment for purposes of computing reimbursement payments to a Guarantee Agency means the original principal amount of all loans guaranteed by such Guarantee Agency less: (1) guarantee payments on such loans, (2) the original principal amount of such loans that have been fully repaid, and (3) the original principal amount of such loans for which the first principal installment payment has not become due or such first installment need not be paid because of a Deferment Period.

Under present practice, after the Secretary of Education reimburses a Guarantee Agency for a default claim paid on a guaranteed loan, the Guarantee Agency continues to seek repayment from the borrower. The Guarantee Agency returns to the Secretary of Education payments that it receives from a borrower after deducting and retaining (1) a percentage amount equal to the complement of the reimbursement percentage in effect at the time the loan was reimbursed, and (2) an amount equal to 24% (or 23% beginning on October 1, 2003, and 18.5% in the case of a payment from the proceeds of a Consolidation Loan) of such payments for certain administrative costs. The Secretary of Education may, however, require the assignment to the Secretary of defaulted guaranteed loans, in which event no further collections activity need be undertaken by the Guarantee Agency, and no amount of any recoveries shall be paid to the Guarantee Agency.

A Guarantee Agency may enter into an addendum to its Interest Subsidy Agreement (as defined below), which addendum provides for the Guarantee Agency to refer to the Secretary of Education certain defaulted guaranteed loans. Such loans are then reported to the Internal Revenue Service to "offset" any tax refunds which may be due any defaulted borrower. To the extent that the Guarantee Agency has originally received less than 100% reimbursement from the Secretary of Education with respect to such a referred loan, the Guarantee Agency will not recover any amounts subsequently collected by the federal government which are attributable to that portion of the defaulted loan for which the Guarantee Agency has not been reimbursed.

Rehabilitation of Defaulted Loans

Under Section 428F of the Higher Education Act, the Secretary of Education is authorized to enter into an agreement with a Guarantee Agency pursuant to which the Guarantee Agency sells defaulted loans that are eligible for rehabilitation to an eligible lender. For a loan to be eligible for rehabilitation, the Guarantee Agency must have received consecutive payments for 12 months of amounts owed on such loan. The Guarantee Agency repays the Secretary of Education an amount equal to 81.5% of the then current principal balance of such loan, multiplied by the

reimbursement percentage in effect at the time the loan was reimbursed. The amount of such repayment shall be deducted from the amount of federal reimbursement payments for the fiscal year in which such repayment occurs, for purposes of determining the reimbursement rate for that fiscal year.

Federal Advances

Pursuant to agreements entered into between the Guarantee Agencies and the Secretary of Education under Sections 422 and 422(c) of the Higher Education Act, the Secretary of Education was authorized to advance moneys from time to time to the Guarantee Agencies for the purpose of establishing and strengthening the Guarantee Agencies' reserves. Section 422(c) currently authorizes the Secretary of Education to make advances to Guarantee Agencies in various circumstances, on terms and conditions satisfactory to the Secretary, including if the Secretary is seeking to terminate the Guarantee Agency's reimbursement contract or assume the Guarantee Agency's functions, to assist the Guarantee Agency in meeting its immediate cash needs or to ensure the uninterrupted payment of claims.

Interest Subsidy Agreements

In addition to guarantee benefits, qualified Stafford Loans (and certain Consolidation Loans) benefit from certain federal subsidies. Each Guarantee Agency and the Secretary of Education have entered into an interest subsidy agreement under Section 428(b) of the Higher Education Act (as amended, an "Interest Subsidy Agreement"), which entitles the holders of eligible loans guaranteed by the Guarantee Agency to receive Interest Subsidy Payments from the Secretary of Education as described under "Description of the FFEL Program—Federal Interest Subsidy Payments."

United States Courts of Appeals have held that the federal government, through subsequent legislation, has the right unilaterally to amend the contracts between the Secretary of Education and the Guarantee Agencies described herein. Amendments to the Higher Education Act since 1986 (1) abrogated certain rights of Guarantee Agencies under contracts with the Secretary of Education relating to the repayment of certain advances from the Secretary of Education, (2) authorized the Secretary of Education to withhold reimbursement payments otherwise due to certain guarantee agencies until specified amounts of such guarantee agencies' reserves had been eliminated, (3) added new reserve level requirements for Guarantee Agencies and authorized the Secretary of Education to terminate the Federal Reimbursement Contracts under circumstances that did not previously warrant such termination, (4) expanded the Secretary of Education's authority to terminate such contracts and to seize guarantee agencies' reserves and (5) significantly altered the financial structure and sources of revenue of Guarantee Agencies. There can be no assurance that future legislation will not further adversely affect the rights of the Guarantee Agencies, or holders of loans guaranteed by a Guarantee Agency, under such contracts.

Department of Education Oversight

The Higher Education Act gives the Secretary of Education various oversight powers over Guarantee Agencies. Guarantee Agencies are required to maintain their Federal Funds at a specified minimum reserve level. If a Guarantee Agency falls below the required level in two consecutive years, if its claims rate exceeds 5% in any year, or if the Secretary of Education determines that the Guarantee Agency's administrative or financial condition jeopardizes its ability to meet its obligations, the Secretary of Education can require the Guarantee Agency to submit and implement a plan by which it will correct such problem(s). If a Guarantee Agency fails to timely submit an acceptable plan or fails to improve its condition, or if the Secretary of Education determines that the Guarantee Agency is in danger of financial collapse, the Secretary of Education may terminate the Guarantee Agency's Federal Reimbursement Contracts. The Secretary of Education also may terminate such Federal Reimbursement Contracts if the Secretary of Education determines that such action is necessary to protect the federal fiscal interest or to ensure continued availability of student loans. The Higher Education Act provides that, if the Secretary terminates a Guarantee Agency's agreements under the FFEL Program, the Secretary shall assume responsibility for all functions of the Guarantee Agency under its program. To that end, the Secretary is authorized, among other options, to transfer the guarantees to another Guarantee Agency or to assume the guarantees. The Secretary of Education is also authorized to provide advances to the Guarantee Agency.

Pursuant to Section 432(o) of the Higher Education Act, if the Department of Education has determined that a Guarantee Agency is unable to meet its insurance obligations, the holders of loans guaranteed by such Guarantee Agency may submit claims directly to the Department of Education and the Department of Education is required to pay the full guarantee payment due with respect thereto in accordance with guarantee claim processing standards no more stringent than those applied by the Guarantee Agency. The Department of Education's obligation to pay guarantee claims directly in this fashion, however, is contingent upon the Department of Education making the determination referred to above. There can be no assurance that the Department of Education would ever make such a determination with respect to a Guarantee Agency or, if such a determination were made, that such determination or the ultimate payment of such guarantee claims would be made in a timely manner. See "Description of the FFEL Program."

There are no assurances as to the Secretary of Education's actions if a Guarantee Agency encounters administrative or financial difficulties or that the Secretary of Education will not demand that a Guarantee Agency transfer additional portions or all of its Federal Fund to the Secretary of Education.

Voluntary Flexible Agreements

The 1998 Reauthorization Amendments authorized the Secretary of Education to enter into agreements with Guarantee Agencies which modify or waive many of the requirements of the FFEL Program covered under existing agreements and otherwise required by the Higher Education Act, including the sources and uses of revenues and funds of Guarantee Agencies. The Secretary of Education is authorized to enter into these "voluntary flexible agreements" with up to six Guarantee Agencies during federal fiscal years 1999, 2000 and 2001, and with any Guarantee Agency or consortium thereof beginning in federal fiscal year 2002. The Secretary of Education has entered into voluntary flexible agreements with four Guarantee Agencies, including CSAC and ASA.

The descriptions which follow of the Guarantee Agencies which have guaranteed the FFELP Loans to be Financed are based solely on information furnished by the respective Guarantee Agencies, and have not been independently verified by Access Group or the Underwriters. The inclusion of this information is not, and should not be construed as, a representation by Access Group or the Underwriters as to its accuracy or completeness or otherwise.

American Student Assistance

Massachusetts Higher Education Assistance Corporation, doing business as American Student Assistance ("ASA"), is a not-for-profit corporation chartered by the Massachusetts Legislature in 1956 to promote access to higher education. In keeping with this mission and its corporate charter, ASA guarantees education loans made pursuant to certain loan programs under the Higher Education Act, operates as the designated Guarantee Agency within Massachusetts and the District of Columbia, offers guarantee services nation-wide, and provides guarantee, origination and disbursement services to eligible students, lenders and educational institutions.

In carrying out its primary purpose of providing access to post-secondary education, ASA also processes loan applications submitted for guarantee, provides debt management services to delinquent borrowers, pays lender claims for loans which default and recovers funds on defaulted loans.

ASA guaranteed over \$704 million in FFELP Loans in federal fiscal year 2000 and had total guarantees outstanding in excess of \$6.3 billion as of May 31, 2001.

As of June 30, 2000, ASA had total FFEL Program assets of approximately \$96 million. The Department of Education has advised ASA that, pursuant to the Balanced Budget Act of 1997, ASA must pay approximately \$17.5 million to the Secretary on September 1, 2002 and make annual restricted account deposits toward such payment beginning in fiscal year 1998 of approximately \$3.5 million. Further, the 1998 Reauthorization Amendments require Guaranty Agencies to return to the Secretary \$250 million in reserve funds from fiscal years 2002 to 2007. Each Guaranty Agency's share will be calculated on a formula prescribed in the 1998 Reauthorization Amendments.

Guarantee Volume. The following table sets forth the approximate aggregate principal balance of FFELP Loans (including Plus Loans but excluding Consolidation Loans) that first became guaranteed by ASA in each of the last four federal fiscal years:

<u>Federal Fiscal Year</u>	<u>FFELP Loans Guaranteed by ASA</u>
1997	\$668,412,579
1998	656,276,328
1999	691,891,170
2000	704,891,078

Reserve Ratio. A Guarantee Agency's reserve ratio is determined by dividing its fund balance by the total amount of loans outstanding. ASA's reserve ratio for the last four federal fiscal years is as follows:

<u>Federal Fiscal Year</u>	<u>Reserve Ratio</u>
1997	0.7%
1998	0.7
1999	0.5
2000	0.4

Claims Rate. ASA's "claims rate" represents the percentage of federal reinsurance claims paid by the Secretary of Education during any fiscal year relative to ASA's existing loans in repayment at the end of the prior fiscal year. The following table sets forth the claims rate of ASA for the last four federal fiscal years:

<u>Federal Fiscal Year</u>	<u>Claims Rate</u>
1997	3.5%
1998	2.8
1999	1.6
2000	1.5

As of May 31, 2001, ASA employed approximately 321 individuals at its principal offices located at 330 Stuart Street, Boston, MA 02116. A copy of ASA's annual report can be obtained through a written request directed to American Student Assistance, 330 Stuart Street, 6th floor, Boston, MA 02116-5292, Attn: Vice-President Business Development.

United Student Aid Funds, Inc.

United Student Aid Funds, Inc. ("USA Funds") was organized as a private, non-profit corporation under the General Corporation Law of the State of Delaware in 1960. In accordance with its Certificate of Incorporation, USA Funds (i) maintains facilities for the provision of guarantee services with respect to approved education loans made to or for the benefit of eligible students who are enrolled at or plan to attend approved educational institutions; (ii) guarantees education loans made pursuant to certain loan programs under the Higher Education Act, as well as loans made under certain private loan programs; and (iii) serves as the designated guarantor for education loan programs under the Higher Education Act in Alaska, Arizona, Hawaii, Indiana, Kansas, Maryland, Mississippi, Nevada, Wyoming, and certain Pacific Islands.

USA Funds contracts with USA Servicing Corporation, a wholly owned subsidiary of USA Education, Inc. (formerly known as SLM Holding Corporation), which is the parent company of the Student Loan Marketing Association ("Sallie Mae"), for most of its guarantee services. On July 31, 2000, USA Servicing Corporation purchased substantially all of the assets, and assumed the related obligations and liabilities, of USA Group Loan

Services, Inc., and USA Group Guarantee Services, Inc. (affiliates of USA Funds) and such corporations ceased operations and were subsequently dissolved.

The Department of Education has advised USA Funds that, pursuant to the Balanced Budget Act of 1997, USA Funds must pay approximately \$209 million to the Secretary on September 1, 2002 and make annual restricted account deposits toward such payment beginning in fiscal year 1998 of approximately \$41.8 million. The 1998 Reauthorization Amendments require Guaranty Agencies to return to the Secretary \$250 million in reserve funds from fiscal years 2002 to 2007. Each Guaranty Agency's share is based on a formula prescribed in the 1998 Reauthorization Amendments. USA Funds has made the required restricted account deposits.

As of September 30, 2000, USA Funds had total Federal Fund assets of approximately \$662 million; advance funds, allowance for future defaults, and deferred revenue of approximately \$215 million; and a fund balance of approximately \$447 million. Through September 30, 2000, the outstanding, unpaid, aggregate amount of principal and interest on loans which had been directly guaranteed by USA Funds under the Federal Family Education Loan Program was approximately \$39.6 billion. Also, as of September 30, 2000, USA Funds had Operating Fund assets and non-Federal Family Education Loan Program assets totaling approximately \$315 million.

Guarantee Volume. The following table sets forth the approximate aggregate principal balance of FFELP Loans (including PLUS Loans but excluding Consolidation Loans) that first became guaranteed by USA Funds in each of the last five federal fiscal years:

<u>Federal Fiscal Year</u>	<u>Stafford and PLUS Loans Guaranteed by USA Funds (dollars in millions)</u>
1996	\$5,376
1997	6,228
1998	6,196
1999	6,473
2000	6,869

Reserve Ratio. USA Funds is and has been in compliance with all provisions of the Higher Education Act which require a Guarantee Agency to maintain a reserve fund of assets in an amount equal to or greater than a percentage of outstanding loans guaranteed by the Guarantee Agency.

Claims Rate. USA Funds' "claims rate" represents the percentage of federal reinsurance claims paid by the Secretary during any fiscal year relative to USA Funds' existing portfolio of loans in repayment at the end of the prior fiscal year. The following table sets forth the claims rate of USA Funds (excluding Arizona, Hawaii and certain Pacific Islands in the case of 1996) for the last five fiscal years:

<u>Federal Fiscal Year</u>	<u>Claims Rate</u>
1996	4.65%
1997	4.65
1998	3.96
1999	2.62
2000	2.04

As of June 1, 2001, USA Funds employed approximately 45 persons and is headquartered in Fishers, Indiana. USA Funds will provide a copy of its most recent annual report upon receipt of a written request directed to its headquarters at P.O. Box 6028, Indianapolis, Indiana 46206-6028, Attention: Manager, Corporate Communications.

California Student Assistance Commission

California Student Assistance Commission (“CSAC”) is the agency of the State of California responsible for that State’s participation in the FFEL Program pursuant to California Education Code Section 69760 *et seq.*, and Section 428(c) of the Higher Education Act. CSAC’s role as a Guarantee Agency was created primarily to provide a source of credit to assist students in meeting post-secondary education costs while attending eligible institutions of their choice. CSAC is permitted by State law to provide loan guarantees to eligible students both within and outside California, irrespective of their residence or the location of their educational institution.

In September 1996, CSAC was authorized under California law to establish an auxiliary organization in the form of a nonprofit public benefit corporation to provide operational and administrative services related to CSAC’s federal loan programs, including its student loan guaranty programs. The new corporation is known as EdFund. EdFund is operated as a separate service corporation to CSAC, and, as such, operates CSAC’s federal student loan programs. CSAC continues to be the designated state guarantee agency and continues its oversight of all revenues, expenses, and assets related to its status.

CSAC began guaranteeing student loans on April 1, 1979, and as of September 30, 2000, had cumulative principal guarantees outstanding of approximately \$14 billion.

As part of the FFEL Program, CSAC established the California Guaranteed Loan Reserve Fund as a reserve for the payment of guaranteed student loans. The State of California has no legal or moral obligation to provide additional funding to replenish the California Guaranteed Loan Reserve Fund should it become insolvent as a result of non-reinsured claims paid. Pursuant to the 1998 Reauthorization Amendments, the California Guaranteed Loan Reserve Fund was divided into the Federal Student Loan Reserve Fund, referred to as CSAC’s Federal Fund, and the Student Loan Operating Fund, referred to as CSAC’s Operating Fund.

As of September 30, 2000, CSAC’s Federal Fund and Operating Fund balances were as follows: CSAC’s Federal Fund had total assets of \$291,987,733, total liabilities of \$11,835,744 and total fund equity of \$280,151,989; and CSAC’s Operating Fund had total assets of \$54,906,904, total liabilities of \$32,781,760 and total fund equity of \$22,125,144. CSAC is and has been in compliance with the reserve fund requirements of the Higher Education Act.

The Secretary of Education has advised CSAC that, pursuant to the 1997 amendments to the Higher Education Act, CSAC must pay \$165,116,871 to the Secretary of Education on June 1, 2002 and make annual restricted account deposits toward such payment beginning in fiscal year 1998 of \$33,023,374. CSAC had transferred two of these installments into a restricted account as of September 30, 2000. These installments are included in CSAC’s Federal Fund total fund equity as of September 30, 2000. The 1998 Reauthorization Amendments require guarantee agencies to return to the Secretary of Education \$250 million in reserve funds from fiscal years 2002 to 2007, with each agency’s share being based on a formula prescribed in the 1998 Reauthorization Amendments. The Secretary of Education has not advised CSAC of the amount of CSAC’s share of this recall.

Guaranty Volume. CSAC guaranteed the following amounts for the last four fiscal years ending September 30 as follows:

<u>Fiscal Year</u>	<u>FFELP Loan Volume (\$ in millions)</u>
1997	\$1,583
1998	1,963
1999	2,077
2000	2,371

Reserve Ratio. CSAC's reserve ratio (determined by dividing its fund balance by the total amount of loans outstanding) for the last four fiscal years ending September 30 is as follows :

<u>Fiscal Year</u>	<u>Reserve Ratio</u>
1997	2.47%
1998	1.78
1999	1.34
2000	1.20

Claims Rate. CSAC's claims rate for each of the past four fiscal years ending September 30 is as follows:

<u>Fiscal Year</u>	<u>Claims Rate</u>
1997	4.49%
1998	3.12
1999	2.60
2000	2.80

New York State Higher Education Services Corporation

New York State Higher Education Services Corporation ("NYSHESC") was organized in 1975 as an agency of the State of New York, pursuant to an act of the New York legislature, to expand educational opportunities for students. NYSHESC administers the New York Tuition Assistance Program and other state scholarships in addition to acting as a guarantee agency under the FFEL program. NYSHESC is the designated guarantee agency for the State of New York, and guarantees all types of FFELP Loans.

As of September 30, 2000, NYSHESC had total Federal Family Education Loan Program assets of approximately \$138,063,442 and total guarantees outstanding of approximately \$12,220,079,000. The Department of Education has advised NYSHESC that pursuant to the Balanced Budget Act of 1997, NYSHESC must pay approximately \$47.4 million to the department on September 1, 2002, and make annual restricted account deposits toward such payment beginning in fiscal year 1998 of approximately \$9.4 million.

Guaranty Volume. NYSHESC guaranteed the following amounts for the last four fiscal years ending September 30 as follows:

<u>Fiscal Year</u>	<u>FFELP Loan Volume (\$ in millions)</u>
1997	\$1,550
1998	1,571
1999	1,622
2000	1,932

Reserve Ratio. A guarantee agency's reserve ratio is determined by dividing its Federal Student Loan Reserve Fund balance by the total amount of loans outstanding. NYSHESC's reserve ratio for the last four fiscal years ending September 30 is as follows:

Fiscal Year	Reserve Ratio
1997	1.40%
1998	1.10
1999	1.30
2000	1.10

Claims Rate. NYSHESC's claims rate for each of the past four fiscal years ending September 30 is as follows:

Fiscal Year	Claims Rate
1997	2.50%
1998	2.70
1999	1.85
2000	1.48

As of June 20, 2001, NYSHESC employs approximately 802 persons. It is headquartered at 99 Washington Avenue, Albany, New York 12255. Its most recent annual report is available on its web site, www.hesc.com.

DESCRIPTION OF PRIVATE LOANS

General

The Private Loans were made by National City Bank pursuant to the Access Group Loan Program. The Private Loans include several different types of loans: Law Access Loans, Business Access Loans, Medical Access Loans, Dental Access Loans and Health Access Loans, which are available to graduate and professional students in various courses of study that correspond to the names of the loans, and Graduate Access Loans, which are available to other graduate or professional students. Bar Examination Loans are available to law students or recent law graduates to cover costs of preparing for the bar examination, and Residency Loans and Dental Residency Loans are available to medical or dental students or recent graduates to finance costs involved with obtaining and participating in required residency or postdoctoral programs. In addition, several universities have special loan programs through Access Group with loan terms that generally correspond to the terms and eligibility requirements for the loans listed above. In a small number of these schools, loans known as International Student Loans are also available for students from foreign countries.

The Private Loans are unsecured loans made directly to the student borrowers. In some cases, the borrower is required to provide a co-signer for the loan.

The owners of the Private Loans are entitled to the benefits of a trust established by Access Group and known as the Access Group Loan Reserve Trust I (the "Loan Reserve Trust") as described under "—Loan Reserve Trust."

Loan Terms

The terms of the Private Loans offered pursuant to the Access Group loan programs have changed over the years. The following summary describes certain material terms of the Private Loans to be Financed.

Eligibility

The Private Loans have been made by National City Bank to applicants enrolled or accepted for enrollment in eligible graduate or professional schools, or to recent graduates of such schools. The applicants are required to meet the eligibility requirements for the Access Group Loan Program, including that the applicant must:

- be a U.S. Citizen or an eligible non-citizen,
- be attending a qualified graduate or professional school at least half-time (or, in the case of Bar Examination Loans, Residency Loans and Dental Residency Loans, have graduated from such a graduate or professional school), and
- meet the Access Group Loan Program credit eligibility criteria.

The credit eligibility criteria require that if an applicant has any credit history (as shown on a credit bureau report obtained in evaluating the application), the applicant must either have a certain minimum credit score or provide a co-signer who meets credit criteria that include a minimum credit score and certain other credit history requirements.

To be eligible, a graduate or a professional school must be either a state institution or a tax-exempt nonprofit organization and must be approved or accredited by the applicable body provided for in the program guidelines (which, in the case of law schools, is the American Bar Association).

Loan Limits

There are no annual or aggregate loan limits for loans under the Access Group Loan Program. Students may borrow up to their entire unmet need, as certified by the school they are attending.

Interest

The interest rates on the Private Loans vary each calendar quarter. The index on which the interest rate for most Private Loans to be Financed is based is the 3-month London Interbank Offered Rate (LIBOR) as of the last business day of the second month of the preceding calendar quarter (as reported in *The Wall Street Journal*). The margins to be added to the LIBOR index range from 2.25% to 3.20% per annum. Pursuant to arrangements with particular schools, the index for some of the Private Loans to be Financed is the coupon equivalent yield of the 13-week U.S. Treasury Bills for the final auction held during the preceding calendar quarter (as reported in *The Wall Street Journal*). The margins added to the Treasury Bill index ranges from 2.45% to 3.50% per annum.

No interest is due prior to the commencement of the repayment period. Interest that accrues prior to the repayment period and is not otherwise paid is added to the principal balance once, at the commencement of repayment.

Repayment

The loans must be repaid during a twenty-year period. The repayment period begins nine months after the borrower graduates or otherwise ceases to be enrolled in an eligible course of instruction at a participating school (or in the cases of Medical Access Loans and Dental Access Loans, after the borrower completes or ceases to participate in a residency or postdoctoral program, but in no event more than 57 months after graduation). Payments of principal and interest are due monthly. The minimum monthly payment is \$50.

Access Group offers three repayment options: (1) a level payment plan, which requires approximately equal monthly payments of principal and interest throughout the repayment period (with the payment amount adjusted each time the interest rate changes, to equal the amount that would amortize the outstanding principal balance over

the remaining repayment period, based on the then-current interest rate), (2) a deferred principal payment plan which requires only interest payments during the first two years, followed by approximately equal monthly payments of principal and interest sufficient to amortize the principal amount over the remaining repayment period, and (3) a deferred principal payment plan that requires only interest payments during the first two years, followed by interest and partial principal payments for three years, followed by approximately equal monthly payments of principal and interest sufficient to amortize the remaining principal amount over the remaining repayment period. In addition, a borrower who is experiencing difficulty repaying his or her loan may arrange for a repayment schedule that further defers principal payments.

At the option of the owner of the loan, periods of forbearance, during which reduced payments or no payments may be made, can be granted, subject to limitations provided in the Loan Reserve Reimbursement Agreement. These periods generally do not exceed a total of 12 months and do not extend the repayment period.

Guarantee Fees

A single “guarantee” fee is charged to borrowers. The fee will be added to the principal balance of the loan at the commencement of repayment. The fee ranges from 5.0% to 12.9% of the outstanding principal amount of the loan (after accrued interest has been added to the principal balance). This fee is required to be paid to the Loan Reserve Trust by the owner of the loan at the time it enters repayment.

Loan Reserve Trust

The Access Group Loan Reserve Trust I, a Delaware business trust, has been established pursuant to an Amended and Restated Loan Reserve Trust Agreement between Access Group and Wilmington Trust Company, as trustee. The Loan Reserve Trust receives all “guarantee” fees with respect to Private Loans covered by the Loan Reserve Trust Agreement. See “—Loan Terms—Guarantee Fees” above. The fees are deposited into segregated accounts and invested in investments that are permitted for funds held under the Indenture. See “Description of the Indenture—Investments.” Amounts in the accounts are available to reimburse owners of Private Loans for losses with respect to defaulted Private Loans. Subject to the terms of the applicable Loan Reserve Reimbursement Agreement, the Loan Reserve Trust will, to the extent of available funds, pay the owner of a defaulted Private Loan an amount equal to 100% of the outstanding principal balance of the loan, plus accrued interest to the date of payment. The “guarantee” fees, investment income and recoveries on defaulted loans are the only revenues available to the Loan Reserve Trust.

The Loan Reserve Trust has entered into an Administrative Agent Agreement with Access Group, pursuant to which Access Group evaluates and approves default reimbursement claims and administers the collection efforts of or on behalf of the Loan Reserve Trust with respect to defaulted Private Loans assigned to it. Access Group receives an administration fee equal to 1% of the principal amount of each loan at the time it enters repayment. Additional expenses of the Loan Trust include the fees of its trustee and are expected to include fees paid to collection agents.

The Loan Reserve Trust will enter into a Loan Reserve Reimbursement Agreement with Access Group. Under that agreement, the Loan Reserve Trust will agree, to the extent of available funds, to pay defaulted loans held by Access Group. The Loan Reserve Trust’s obligation to make payments with respect to such a loan is contingent upon the Lender and the owner of the loan (or the Servicer on their behalf) having paid the necessary guarantee fee, having exercised “due diligence” (as defined in the Loan Reserve Reimbursement Agreement) in connection with the underwriting, origination and collection of the loan, and filing its claim with the Loan Reserve Trust within the time period and in accordance with the procedures set forth in the Loan Reserve Reimbursement Agreement. The Loan Reserve Trust is not obligated to pay claims with respect to any loan that does not meet the eligibility requirements set forth in the Loan Reserve Reimbursement Agreement, including those described above.

Access Group will transfer and assign defaulted Private Loans to the Loan Reserve Trust. As administrative agent for the Loan Reserve Trust, Access Group will oversee the Loan Reserve Trust’s efforts to collect defaulted Private Loans from the borrowers (and, where applicable, from the co-signers). Access Group, as administrative

agent, expects to engage one or more collection agencies to collect defaulted Private Loans. Net recoveries with respect to Financed Private Loans will be deposited to the segregated account in the Loan Reserve Trust and will be available to pay future default claims on Financed Private Loans. In addition, after a Private Loan becomes ninety days delinquent, but prior to the time that such Private Loan is considered in default, the Servicer is required to notify Access Group (as administrative agent for the Loan Reserve Trust) of its delinquency status. Access Group expects to retain one or more collection agencies to attempt to bring such Private Loans current and avert a default. The fees paid to any such collection agencies will be paid by Access Group from its administrative agent fee.

The Loan Reserve Trust Agreement provides that fees, investment earnings and recoveries with respect to Financed Private Loans will be held in a segregated account within the Loan Reserve Trust, which will be available only for the payment of trust expenses and default claims relating to the Financed Private Loans. A separate account has been established in the Loan Reserve Trust for the private Access Group Loan Program loans that are not Financed under the Indenture. No default claims with respect to those other loans are payable from the segregated account established for the Financed Private Loans. Similarly, default claims with respect to the Financed Private Loans will be payable only from the segregated account. If the funds therein are insufficient to pay all default claims, the Loan Reserve Trust will have no obligation to pay default claims that exceed amounts available in the segregated account.

The guarantee fees range from 5.0% to 12.9% of the principal amount of a Private Loan (including capitalized interest), based upon the borrower’s credit history and, in certain limited circumstances, the school attended by the borrower. The weighted average of the guarantee fees applicable to the Portfolio Private Loans, based on the outstanding balances as of May 31, 2001, was approximately 10%. The amount deposited to the Loan Reserve Trust will be reduced by Access Group’s 1% administrative agent fee. These amounts will be deposited only as Financed Private Loans enter repayment.

If the Group II Cumulative Default Ratio is less than 17%, amounts in the Loan Reserve Trust will be released to Access Group (i) on or after the Quarterly Payment Date in August, 2008 to the extent they exceed 5% of the outstanding principal balance of the Financed Private Loans, (ii) on or after the Quarterly Payment Date in August, 2009 to the extent they exceed 3% of the outstanding principal balance of the Financed Private Loans, and (iii) on or after the Quarterly Payment Date in August, 2010 to the extent they exceed 1% of the outstanding principal balance of the Financed Private Loans. No such amounts will be released unless the remaining balance is at least \$500,000.

DESCRIPTION OF NOTES

General Terms of the Notes

The Notes will be issued pursuant to the Indenture. The Notes will be dated as of the Date of Issuance and, subject to principal distributions and prior redemption as described below, will mature on the Quarterly Payment Dates occurring in May of the years set forth in the table below (each, a “Final Maturity Date”):

<u>Class</u>	<u>Final Maturity Date (Quarterly Payment Date in May)</u>
I A-1A	2005
I A-1	2008
I A-2	2029
II A-1A	2009
II A-1	2029
B	2034

It is expected that each class of the Notes will initially be represented by one or more Notes registered in the name of the nominee of DTC acting as a securities depository. The Offered Notes generally will be available for

purchase in initial denominations of \$1,000 and multiples thereof in book-entry form. Access Group has been informed by DTC that DTC's nominee will be Cede & Co. Accordingly, Cede & Co. is expected to be the Holder of the Offered Notes. Unless and until Definitive Notes are issued under the limited circumstances described herein, no Noteholder will be entitled to receive a physical certificate representing his Offered Note. All references herein to actions by Noteholders refer to actions taken by DTC upon instructions from its participating organizations (the "Participants") and all references herein to distributions, notices, reports and statements to Noteholders refer to distributions, notices, reports and statements to DTC or Cede & Co., as the Registered Holder of the Offered Notes, for distribution to Noteholders in accordance with DTC's procedures with respect thereto. See "Book-Entry Registration" and "Definitive Notes" below.

All payments of principal of and interest on the Notes will be made in lawful money of the United States of America.

Interest Rate on the Offered Notes

Interest will accrue on the principal balance of each class of the Offered Notes at an annualized rate equal to Three-Month LIBOR (determined as described under "Determination of LIBOR" below) plus the applicable interest rate margin for each class of the Offered Notes as follows: 0.09% per annum with respect to the Class I A-1 Notes; 0.17% per annum with respect to the Class I A-2 Notes; 0.36% per annum with respect to the Class II A-1 Notes; and 0.85% per annum with respect to the Class B Notes. Interest will accrue on the principal balance of each of the Offered Notes from and including the Date of Issuance or from the most recent Quarterly Payment Date on which interest has been paid to but excluding the next Quarterly Payment Date (each, an "Interest Period") and will be payable to the Noteholders on each Quarterly Payment Date. Interest due for any Interest Period will be determined based on the actual number of days in such Interest Period over a 360-day year.

Interest on any Offered Note accrued as of any Quarterly Payment Date but not paid on such Quarterly Payment Date will be due on the next Quarterly Payment Date together with interest on such amount at the rate of interest borne by such Offered Note.

In no event shall the cumulative amount of interest paid or payable on the Notes exceed the amount permitted by applicable law. If the applicable law is ever judicially interpreted so as to render usurious any amount called for under the Notes or related documents or otherwise contracted for, charged, reserved, taken or received in connection with the Notes, or if the redemption or acceleration of the maturity of the Notes results in payment to or receipt by the Holder or any former Holder of the Notes of any interest in excess of that permitted by applicable law, then, notwithstanding any provision of the Notes or related documents to the contrary, all excess amounts theretofore paid or received with respect to the Notes shall be credited on the principal balance of the Notes (or, if the Notes have been paid or would thereby be paid in full, the Indenture provides that such amounts shall be refunded by the recipient thereof), and the provisions of the Notes and related documents shall automatically and immediately be deemed reformed and the amounts thereafter collectible thereunder reduced, without the necessity of the execution of any new document, so as to comply with the applicable law, but so as to permit the recovery of the fullest amount otherwise called for under the Notes and under the related documents.

Under current Delaware law, there is no restriction on the interest rate that may be charged for the lending of money evidenced by the Notes.

Determination of LIBOR

Pursuant to the Indenture, the Trustee will determine the Three-Month LIBOR for purposes of calculating the interest due on the Offered Notes for each Interest Period on (i) the second business day prior to the commencement of each Interest Period and (ii) with respect to the initial Interest Period, as determined pursuant to clause (i) for the period from the Date of Issuance to but excluding August 25, 2001 and as determined on the second business day prior August 25, 2001 for the period from August 25, 2001 to but excluding November 26, 2001 (each, a "LIBOR Determination Date"). For purposes of establishing a LIBOR Determination Date, a business day is any day on which banks in London and New York City are open for the transaction of international business.

“Three-Month LIBOR” means a rate of interest per annum equal to the rate per annum at which United States dollar deposits having a maturity of three months are offered to prime banks in the London interbank market which appears on Telerate Page 3750 as of approximately 11:00 a.m., London time, on the related LIBOR Determination Date. If such rate does not appear on Telerate Page 3750, the rate will be determined on the basis of the rate at which deposits in United States dollars having a maturity of three months are offered to prime banks in the London interbank market by four major banks in the interbank market selected by the Trustee and in a principal amount of not less than U.S. \$1,000,000 and that is representative for a single transaction in such market at such time. The Trustee will request the principal London office of each of such banks to provide a quotation of its rate. If at least two quotations are provided, the Three-Month LIBOR will be the arithmetic mean (rounded upwards, if necessary, to the nearest one-hundredth of one percent) of the such offered rates. If fewer than two quotations are provided, Three-Month LIBOR will be the arithmetic mean (rounded upwards, if necessary, to the nearest one-hundredth of one percent) of the rates quoted at approximately 11:00 a.m., New York City time, on such LIBOR Determination Date by three major banks in New York, New York selected by the Trustee for loans in United States dollars to leading European banks having a maturity of three months, and in a principal amount of not less than U.S. \$1,000,000; provided that if the banks selected as aforesaid are not quoting as mentioned in this sentence, Three-Month LIBOR in effect for such Interest Period will be Three-Month LIBOR in effect for immediately preceding Interest Period.

“Telerate Page 3750” means the display page so designated on the Bridge Telerate Service (or such other page as may replace that page on that service for the purpose of displaying comparable rates or prices) or such comparable page on a comparable service.

Distributions of Principal

Principal payments will be made to the Holders of each Group of Notes prior to their Final Maturity Date on each Quarterly Payment Date to the extent of the lesser of (i) such Group’s Principal Distribution Amount or (ii) Available Funds remaining after the required prior applications as described under “Summary of the Indenture—Distributions of Available Funds.” Prior to the Stepdown Date for a Group, or if a Subordinate Note Principal Trigger has occurred, the principal payments for such Group shall be allocated only to such Group’s Senior Notes. Following the Stepdown Date for a Group, and if no Subordinate Note Principal Trigger has occurred, the principal payments for such Group shall be allocated to such Group’s Senior Notes in an amount equal to the Senior Percentage of such principal payment and to such Group’s Class B Note Component in an amount equal to the Subordinate Percentage of such principal payment. Principal payments with respect to the Group I Senior Notes shall be allocated first to the Class I A-1A Notes until all Class I A-1A Notes have been paid, second to the Class I A-1 Notes until all Class I A-1 Notes have been paid and third, to the Class I A-2 Notes until all Class A-2 Notes have been paid. Principal payments with respect to the Group II Senior Notes shall be allocated first to the Class II A-1A Notes until all Class II A-1A Notes have been paid, and second to the Class II A-1 Notes until all Class II A-1 Notes have been paid. Each principal payment with respect to Notes of a particular class shall be allocated to all Holders of such Notes pro rata, based upon the Principal Amounts of such Notes.

Class B Note Components

Each Class B Note will be made up of two components – a Group I Class B Note Component and a Group II Class B Note Component. The Class B Notes will bear interest at a single interest rate at any time, as described above under “—Interest Rate on the Offered Notes.” However, the availability of funds to pay interest on the Class B Note Components as well as to make principal distributions with respect to the Class B Note Components will be determined separately for each Group as described under “Description of the Indenture—Distributions of Available Funds.”

The Group I Class B Note Component and the Group II Class B Note Component are not separately transferable.

Each principal payment with respect to either Group's Class B Note Component will reduce the amount of such Group's Class B Component as well as the principal amount of the Class B Notes, and will be allocated to all Holders of Class B Notes on a pro rata basis.

Mandatory Redemption

All Notes are subject to mandatory redemption on the Quarterly Payment Date occurring in August, 2011. If Access Group has not refinanced the Financed Student Loans of each Group in a manner that provides sufficient funds to redeem all of the Outstanding Notes of such Group on that date, the Financed Student Loans of such Group will be offered for sale by the Trustee. The sale price must be sufficient, together with other funds available for that purpose under the Indenture, to pay the entire Outstanding Principal Amount of the Notes of that Group, together with interest thereon on the Quarterly Payment Date following the sale.

The redemption price will be 100% of the Principal Amount of the Notes plus accrued interest to the redemption date.

In the event the Trustee cannot successfully sell the Financed Student Loans of a Group, on each Monthly Payment Date thereafter, the amount distributed with respect to principal of the Notes of such Group will be increased by any amount that otherwise would have been released to Access Group as the remainder after all required applications of Available Funds.

Optional Redemption

All Outstanding Notes of each Group are subject to redemption in whole, at the option of Access Group, on any Quarterly Payment Date after the aggregate principal balance of the Financed Student Loans of such Group is less than 10% of the aggregate of the principal balances of the Financed Student Loans of such Group acquired on the Date of Issuance and the Financed Student Loans acquired with amounts in the Pre-Funding Account of that Group, at the respective times of their acquisitions.

The redemption price will be 100% of the Principal Amount of the Notes plus accrued interest to the redemption date.

Book-Entry Registration

General

The description which follows of the procedures and record keeping with respect to beneficial ownership interests in a class of the Offered Notes, payment of principal of and interest on the Offered Notes to DTC Participants, Clearstream Participants and Euroclear Participants or to purchasers of the Offered Notes, confirmation and transfer of beneficial ownership interests in the Offered Notes, and other securities-related transactions by and between DTC, Clearstream, Euroclear, DTC Participants, Clearstream Participants, Euroclear Participants and Beneficial Owners, is based solely on information furnished by DTC, Clearstream and Euroclear and has not been independently verified by Access Group or the Underwriters.

Owners of the Offered Notes may hold their certificates through DTC, in the United States, or Clearstream or Euroclear, in Europe, if they are participants of such systems, or indirectly through organizations that are participants in such systems.

DTC will hold the globally offered Notes. Clearstream and Euroclear will hold omnibus positions on behalf of the Clearstream Participants and the Euroclear Participants, respectively, through customers securities accounts in Clearstream's and Euroclear's names on the books of their respective depositories (collectively, the "Depositories") which in turn will hold such positions in customers' securities accounts in the Depositories' names on the books of DTC.

For further information with respect to clearance, settlement and tax documentation procedures relating to the globally offered Notes, see Annex A to this Offering Memorandum, “Global Clearance, Settlement and Tax Documentation Procedures.”

DTC

DTC is a limited-purpose trust company organized under the New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code, and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds securities for its Participants and facilitates the clearance and settlement among DTC Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic book-entry changes in DTC Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. DTC Participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations. Indirect access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a DTC Participant, either directly or indirectly (“Indirect Participants”). The rules applicable to DTC and its DTC Participants are on file with the SEC.

Transfers between DTC Participants will occur in accordance with DTC rules. Transfers between Clearstream Participants and Euroclear Participants will occur in the ordinary way in accordance with their applicable rules and operating procedures.

Cross-market transfers between persons holding directly or indirectly through DTC, on the one hand, and directly or indirectly through Clearstream Participants or Euroclear Participants, on the other, will be effected in DTC in accordance with DTC rules on behalf of the relevant European international clearing system by its Depository; however, such cross-market transactions will require delivery of instructions to the relevant European international clearing system by the counterparty in such system in accordance with its rules and procedures and within its established deadlines based on European time. The relevant European international clearing system will, if the transaction meets its settlement requirements, deliver instructions to its Depository to take action to effect final settlement on its behalf by delivering or receiving securities in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Clearstream Participants and Euroclear Participants may not deliver instructions directly to the Depositories.

Because of time-zone differences, credits of securities in Clearstream or Euroclear as a result of a transaction with a DTC Participant will be made during the subsequent securities settlement processing, dated the business day following the DTC settlement date, and such credits or any transactions in such securities settled during such processing will be reported to the relevant Clearstream Participant or Euroclear Participant on such business day. Cash received in Clearstream or Euroclear as a result of sales of securities by or through a Clearstream Participant or a Euroclear Participant to a DTC Participant will be received with value on the DTC settlement date but will be available in the relevant Clearstream or Euroclear cash account only as of the business day following settlement in DTC. Day traders that use Clearstream or Euroclear and that purchase the Offered Notes from DTC Participants for delivery to Clearstream Participants or Euroclear Participants should note that these trades may fail on the sale side unless affirmative actions are taken. Participants should consult with their clearing system to confirm that adequate steps have been taken to assure settlement.

Purchases of Offered Notes under the DTC system must be made by or through DTC Participants, which will receive a credit for the Offered Notes on DTC’s records. The ownership interest of each actual owner of an Offered Note (a “Beneficial Owner”) is in turn to be recorded on the DTC Participants’ and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the DTC Participant or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Offered Notes are to be accomplished by entries made on the books of DTC Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates

representing their ownership interest in Offered Notes, except when use of the book-entry system for the Offered Notes is discontinued.

To facilitate subsequent transfers, all Offered Notes deposited by DTC Participants with DTC are registered in the name of DTC's nominee, Cede & Co. The deposit of Offered Notes with DTC and their registration in the name of Cede & Co. effects no change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Offered Notes; DTC's records reflect only the identity of the DTC Participants to whose accounts such Offered Notes are credited, which may or may not be the Beneficial Owners. The DTC Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants, and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners may desire to make arrangements with a DTC Participant or an Indirect Participant so that all notices of redemption of their Offered Notes or other communications to DTC which affect these Beneficial Owners, and notification of all interest payments, will be forwarded in writing by the DTC Participant or Indirect Participant. Any failure of DTC to advise any DTC Participant, or of any DTC Participant or Indirect Participant to advise a Beneficial Owner, of any notice of redemption or its content or effect will not affect the validity of the redemption of Offered Notes called for redemption or any other action premised on such notice.

Neither DTC nor Cede & Co. will consent or vote with respect to the Offered Notes. Under its usual procedures, DTC mails an omnibus proxy to the issuer as soon as possible after the record date, which assigns Cede & Co.'s consenting or voting rights to those DTC Participants to whose accounts the Offered Notes are credited on the record date, identified in an attached listing.

Principal and interest payments on the Offered Notes will be made to DTC. DTC's practice is to credit the accounts of the DTC Participants, upon DTC's receipt of funds and corresponding detail information from the Trustee, on payment dates in accordance with their respective holdings shown on the records of DTC. Payments by DTC Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name" and will be the responsibility of such DTC Participant and not of DTC, the Trustee or Access Group, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Trustee, disbursement of such payments to DTC Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners will be the responsibility of DTC Participants and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Offered Notes at any time by giving reasonable notice to Access Group or the Trustee. Under such circumstances, if a successor securities depository is not obtained, Definitive Notes are required to be printed and delivered. Access Group may decide to discontinue use of the system of book-entry transfers through DTC, or a successor securities depository. In that event, Definitive Notes will be delivered to Noteholders. See "—Definitive Notes" below.

Clearstream

Clearstream is a limited liability company (a société anonyme) organized under Luxembourg law that operates as a professional depository. Clearstream holds securities for its participating organizations ("Clearstream Participants") and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Transactions may be settled in Clearstream in any of 36 currencies, including United States dollars. Clearstream provides to its Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries. Clearstream Participants are recognized financial institutions around the world, including underwriters, securities brokers and dealers, banks, trust companies, clearing corporations and other organizations. Indirect access to Clearstream is also available to others,

such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Clearstream Participant, either directly or indirectly.

Euroclear

The Euroclear System was created in 1968 to hold securities for participants of the Euroclear System (“Euroclear Participants”) and to clear and settle transactions between Euroclear Participants through simultaneous electronic book-entry delivery against payment, thereby eliminating the need for physical movement of certificates and any risk from lack of simultaneous transfers of securities and cash. Transactions may now be settled in any of 32 currencies, including United States dollars. The Euroclear System includes various other services, including securities lending and borrowing and interfaces with domestic markets in 25 countries generally similar to the arrangements for cross-market transfers with DTC described above. The Euroclear System is operated by the Belgian branch of a New York banking corporation which is a member bank of the Federal Reserve System (the “Euroclear Operator” or “Euroclear”), under contract with Euroclear Clearance System, Societe Cooperative, a Belgian cooperative corporation (the “Cooperative”). All operations are conducted by the Euroclear Operator, and all Euroclear securities clearance accounts and Euroclear cash accounts are accounts with the Euroclear Operator, not the Cooperative. The Cooperative establishes policy for the Euroclear System on behalf of Euroclear Participants. Euroclear Participants include investment banks, banks (including central banks), securities brokers and dealers, supranationals, investment managers, corporations, trust companies and other professional financial intermediaries. Indirect access to the Euroclear System is also available to other firms that maintain a custodial relationship with a Euroclear Participant, either directly or indirectly.

The Euroclear Operator holds securities and book-entry interests in securities for Euroclear Participants and facilitates the clearance and settlement of securities transactions between Euroclear Participants, and between Euroclear Participants and participants of certain other securities intermediaries, through electronic book-entry changes in accounts of such participants or other securities intermediaries. The Euroclear Operator provides Euroclear Participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services.

Investors electing to acquire Offered Notes through an account with the Euroclear Operator or some other securities intermediary must follow the settlement procedures of such an intermediary.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System and applicable Belgian law. These rules and laws govern transfers of securities and cash within the Euroclear System, withdrawal of securities and cash from the Euroclear System, and receipts of payments with respect to securities in the Euroclear System. All securities in the Euroclear System are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under these rules and laws only on behalf of Euroclear Participants and has no record of or relationship with persons holding through Euroclear Participants.

Distributions with respect to Offered Notes held through Clearstream or Euroclear will be credited to the cash accounts of Clearstream Participants or Euroclear Participants in accordance with the relevant system’s rules and procedures, to the extent received by its Depository. Such distributions will be subject to tax reporting in accordance with relevant United States tax laws and regulations. See “United States Federal Income Tax Consequences.” Clearstream or the Euroclear Operator, as the case may be, will take any other action permitted to be taken by a Noteholder under the Indenture on behalf of a Clearstream Participant or Euroclear Participant only in accordance with its relevant rules and procedures and subject to its Depository’s ability to effect such actions on its behalf through DTC.

Although DTC, Clearstream and Euroclear have agreed to the foregoing procedures in order to facilitate transfers of Offered Notes among participants of DTC, Clearstream and Euroclear, they are under no obligation to perform or continue to perform such procedures and such procedures may be discontinued at any time.

Definitive Notes

Offered Notes of any class will be issued in fully registered, certificated form to Beneficial Owners or their nominees rather than to DTC or its nominee, if (1) the Offered Notes of such class are not eligible for the services of DTC, (2) DTC determines to discontinue providing its services with respect to the Offered Notes of such class or (3) Access Group determines that a system of book-entry transfers for the Offered Notes of such class, or the continuation thereof, through DTC is not in the best interest of the Beneficial Owners or Access Group. In that event, Access Group may either identify another qualified securities depository or direct or cause note certificates for such class to be delivered to Beneficial Owners thereof or their nominees and, if certificates are delivered to the Beneficial Owners, the Beneficial Owners or their nominees, upon authentication of the Offered Notes of such class in authorized denominations and registration thereof in the Beneficial Owners' or nominees' names, will become the holders of such Offered Notes for all purposes. In that connection, the Trustee is to mail an appropriate notice to the securities depository for notification to DTC Participants and Beneficial Owners of the substitute securities depository or the issuance of note certificates to Beneficial Owners or their nominees, as applicable.

Distributions of principal of and interest on the Offered Notes will be made by the Trustee directly to Holders of Definitive Notes in accordance with the procedures described herein and in the Indenture. The principal of the Definitive Notes, together with interest payable thereon, on the Final Maturity Date thereof will be payable in lawful money of the United States of America upon presentation and surrender of such Definitive Notes at the designated office of the Trustee or, at the option of the Holder, at the Principal Office of a duly appointed Paying Agent. Principal and interest due on the Definitive Notes on each Quarterly Payment Date shall be payable by check or draft drawn upon the Trustee mailed to the Person who is the Holder thereof as of 5:00 p.m. in the city in which the designated office of the Note registrar is located on the Record Date relating thereto, at the address of such Holder as it appears on the Note register.

Definitive Notes will be transferable and exchangeable at the offices of the registrar for the Notes, which will initially be the Trustee. No service charges will be imposed for any registration of transfer or exchange, but the registrar may require payment of a sum sufficient to cover any tax or other governmental charge imposed in connection therewith.

Class A-1A Notes

Each Group of Notes will include Class A-1A Notes, which are not offered pursuant to this Offering Memorandum. The Class A-1A Notes will be initially purchased by one or more commercial paper conduits (each, a "CP Conduit") administered by Deutsche Bank AG, New York Branch, pursuant to the Non-Offered Note Purchase Agreement. The Class A-1A Notes of each Group will be Senior Notes. All distributions of principal with respect to Senior Notes of a Group on a Quarterly Payment Date will be allocated first to the Class A-1A Notes of such Group, until all such Class A-1A Notes have been fully paid. Principal distributions with respect to the Class A-1A Notes of each Group will be made in multiples of \$100,000.

The interest rate on the Class A-1A Notes of each Group will be equal, for each Interest Period, to the sum of the Cost of Funds plus the Margin. The "Cost of Funds" for any Interest Period and for each Group is generally equal, in the case of Class A-1A Notes beneficially owned by a CP Conduit, to an interest rate based on the interest rate applicable to commercial paper from time to time issued by such CP Conduit to finance its investment in such Class A-1A Notes. To the extent that a CP Conduit does not finance its investment in Class A-1A Notes with commercial paper or that Class A-1A Notes are not beneficially owned by a CP Conduit, the "Cost of Funds" for such Class A-1A Notes for the applicable Interest Period (or portion thereof) shall be equal to an alternative rate based upon a spread over a rate comparable to Three-Month LIBOR for such Interest Period, or upon the prime or other rates, subject to adjustments as provided in the Indenture.

The "Margin" for each Interest Period and each Group will be equal to the sum of (a) the product of 0.3% per annum times a fraction, the numerator of which is the balance of such Group's Class A-1A Sub-Account on the first day of such Interest Period (but in no event exceeding the denominator) and the denominator of which is the

Outstanding Principal Amount of the Class A-1A Notes of such Group, plus (b) the product of 0.425% per annum times a fraction that is the complement of the fraction identified in clause (a).

In addition, the Non-Offered Note Purchase Agreement requires Access Group to pay, from Available Funds, certain taxes and other amounts in connection with the purchase and holding of the Class A-1A Notes of a Group. Such taxes and other costs shall be deemed to be additional interest on the Class A-1A Notes of the related Group to the extent that such treatment does not cause the interest rate on such Class A-1A Notes to exceed the rate set forth in the Indenture.

On any Quarterly Payment Date, Access Group has the right to purchase all of the Class A-1A Notes. From and after the date of such purchase, the Class A-1A Notes of a Group would bear interest at the same rate as the Class A-1 Notes of such Group.

DESCRIPTION OF THE INDENTURE

General

Access Group, the Eligible Lender Trustee and the Trustee will enter into an Indenture of Trust, dated as of August 1, 2001 (the "Indenture"), which will authorize the issuance of the Notes. The following, together with the information under the heading "Description of Notes," is a summary of the material terms of the Indenture. The summary does not purport to be complete and is qualified in its entirety by reference to the provisions of the Indenture.

The Indenture establishes the terms of the Notes, sets forth various covenants and agreements of Access Group relating thereto, default and remedy provisions, and responsibilities and duties of the Trustee, and establishes the various Accounts into which the Note proceeds and Access Group's revenues related to the Financed Student Loans and the Notes are deposited and transferred for various purposes.

Accounts

Pre-Funding Accounts

The Indenture establishes a Group I Pre-Funding Account and a Group II Pre-Funding Account. The Trustee will, upon delivery to the initial purchasers of the Notes and from the proceeds thereof, credit to the Pre-Funding Accounts the respective amounts set forth under "Use of Proceeds."

Balances in the respective Pre-Funding Accounts will be used for the acquisition of Student Loans, as described herein under "The Financed Student Loans—Acquisition of Financed Student Loans." At the direction of Access Group, the Trustee will make payments to the Lenders from each Pre-Funding Account for the acquisition of the related Student Loans at a purchase price equal to the principal balance thereof plus accrued interest thereon.

If any amounts remain in either Pre-Funding Account on the Pre-Funding Termination Date, the Trustee will transfer such amounts on such date to the corresponding Collection Account.

Pending application of moneys in the Pre-Funding Accounts, such moneys will be invested in investment securities, as described under "—Investments" below, and any income from said investments will be deposited in the corresponding Collection Account.

Collection Accounts

The Indenture establishes a Group I Collection Account and a Group II Collection Account. The Trustee will credit to each Collection Account: (1) all amounts received as interest and principal payments with respect to the related Financed Student Loans, including all payments from a Guarantee Agency, federal Interest Subsidy Payments

and Special Allowance Payments with respect to Financed FFELP Loans and all payments from the Loan Reserve Trust with respect to Financed Private Loans, (2) proceeds of any sale of related Financed Student Loans as described under “—Financed Student Loans” below, (3) all amounts received as income from investment securities in such Collection Account and in the corresponding Pre-Funding Account and Capitalized Interest Account, (4) any amounts transferred from the corresponding Pre-Funding Account on the Pre-Funding Account Termination Date, (5) any amounts remaining upon liquidation of the assets of the other Group and payment in full of all amounts due with respect to the other Group in connection with the acceleration of the maturity of the Notes of such other Group or an auction of the Financed Student Loans of such other Group as described under “Description of Notes—Mandatory Redemption,” and (6) any amounts received by the Trustee pursuant to the indemnification provisions of any Joint Sharing Agreement.

On each Quarterly Payment Date, the Trustee will apply the moneys in each Collection Account received during the preceding Collection Period and not previously paid out as described under “—Distributions of Available Funds.”

Amounts in the Group I Collection Account will also be paid out by the Trustee at any time: (1) as required by the provisions of a Joint Sharing Agreement, (2) upon receipt of an Issuer Order certifying that such amounts are owed as monthly Consolidation Loan fees pursuant to the Higher Education Act and directing that such amounts be so paid and (3) for the origination of Consolidation Loans (but only from amounts therein constituting principal collections with respect to Financed FFELP Loans) upon receipt by the Trustee of an Issuer Order directing such application.

Pending transfers from the Collection Accounts, the moneys therein will be invested in investment securities as described under “—Investments” below, and any income from said investments will be retained therein.

Capitalized Interest Accounts

The Indenture establishes a Group I Capitalized Interest Account and a Group II Capitalized Interest Account. The Trustee shall, upon delivery to the initial purchasers of the Notes and from the proceeds thereof, credit to the Capitalized Interest Accounts the respective amounts set forth under “Use of Proceeds.” Each Capitalized Interest Account shall be divided into a General Sub-Account and a Class A-1A Sub-Account. The proceeds of the Class A-1A Notes of each Group shall be credited to the Class A-1A Sub-Account and the remaining proceeds of the Notes deposited into such Capitalized Interest Account shall be credited to the General Sub-Account.

Amounts in each Capitalized Interest Account shall be applied on any Quarterly Payment Date, to the extent other Available Funds are not sufficient for such payments, to the payment of (1) Administrative Allowances and Trustee fees of the corresponding Group, (2) interest on the Notes of the corresponding Group, (3) in the case of Group II only, guarantee fees with respect to Financed Private Loans which Access Group has certified are due to (or have been paid by Access Group to) the Loan Reserve Trust, and (4) principal of any Notes of such Group due on their Final Maturity Date. At any time that funds are required to be applied from either Group’s Capitalized Interest Account, such funds shall be applied first from the General Sub-Account for so long as there is any remaining balance therein, and then from the Class A-1A Sub-Account.

Any amounts in excess of \$300,000 remaining in either Capitalized Interest Account on the corresponding Capitalized Interest Release Date will be distributed as Available Funds as described under “—Distributions of Available Funds” below. Any amounts remaining in either Capitalized Interest Account upon the final payment of all Notes of a Group shall be released to Access Group.

Upon the occurrence of an Event of Default with respect to a Group and the acceleration of the maturity of the Notes of such Group, any amount in such Group’s Class A-1A Sub-Account shall be applied first to the payment of the Class A-1A Notes of such Group, as described under “—Application of Collections” below.

Pending application of moneys in the Capitalized Interest Accounts, such moneys shall be invested in investment securities, as described under “—Investments,” and any earnings on or income from such investments shall be deposited in the corresponding Collection Account.

Distributions of Available Funds

On each Quarterly Payment Date, the Group I Available Funds will be applied in the following order of priority:

first, to Access Group, an amount equal to the Group I Administrative Allowance for the preceding quarter, and to the Trustee, an amount equal to the Trustee’s fees for the preceding quarter allocable to Group I, pro rata, based upon the amounts due Access Group and the Trustee;

second, to the Holders of the Group I Senior Notes, an amount equal to interest due on the Group I Senior Notes (including certain taxes and other amounts due with respect to Class I A-1A Notes that are deemed to be included in interest on the Class I A-1A Notes as described under “Description of Notes—Class A-1A Notes”), pro rata, based upon the amounts due each Holder of Group I Senior Notes;

third (unless a Subordinate Note Interest Trigger is in effect), to the Holders of the Class B Notes, an amount equal to interest due on the Group I Class B Note Component, pro rata, based upon the amounts due each Holder of the Class B Notes;

fourth, an amount up to the Group I Principal Distribution Amount for such Quarterly Payment Date, to be allocated as follows:

- prior to the Group I Stepdown Date (or after such Stepdown Date if a Group I Subordinate Note Principal Trigger has occurred), to the Holders of the Group I Senior Notes, as described in the next paragraph, and
- on and after the Group I Stepdown Date and if no Group I Subordinate Note Principal Trigger has occurred, an amount equal to the Group I Senior Percentage of the amount applied to principal shall be allocated to the Holders of the Group I Senior Notes, as described in the next paragraph, and an amount equal to the Group I Subordinate Percentage shall be allocated to the Group I Class B Note Component, pro rata, based upon the Principal Amounts of each Holder’s Group I Class B Note Component; provided, that while Class I A-1A Notes remain outstanding, such portion of the Principal Distribution Amount as cannot be distributed in payment of principal on such Notes because it is less than an authorized denomination for such Notes shall be retained in the Group I Collection Account;

fifth, to the extent Group II Available Funds are insufficient to pay those amounts, to the payment of amounts described in clauses first through fifth below with respect to Group II;

sixth, if a Subordinate Note Interest Trigger is in effect, to the Holders of the Class B Notes, an amount equal to interest due on the Group I Class B Note Component, pro rata, based upon the amounts due each Holder of the Class B Notes;

seventh, to the extent Group II Available Funds are insufficient to pay those amounts, to the Holders of the Class B Notes, an amount equal to interest due on the Group II Class B Note Component, pro rata, based upon the amounts due each Holder of the Class B Notes;

eighth, to the investors and agent under the Non-Offered Note Purchase Agreement, an amount equal to any taxes or other amounts payable pursuant to such agreement that are not deemed to be included in interest on such Notes Class I A-1A Notes; and

ninth, to Access Group, any remainder.

All amounts distributed with respect to principal of the Group I Senior Notes shall be applied first to the payment of the Class I A-1A Notes until all such Notes have been paid in full, second to the payment of the Class I A-1 Notes until such Notes have been paid in full, and third to the payment of the Class I A-2 Notes. All such amounts shall be allocated to the Holders of the particular class of Notes pro rata, based upon the Principal Amounts of such Notes.

On each Quarterly Payment Date, Group II Available Funds will be applied in the following order of priority:

first, to Access Group, an amount equal to the Group II Administrative Allowance for the preceding quarter, and to the Trustee, an amount equal to the Trustee's fees for the preceding quarter allocable to Group II, pro rata, based upon the amounts due Access Group and the Trustee;

second, to the Holders of the Group II Senior Notes, an amount equal to interest due on the Group II Senior Notes (including certain taxes and other amounts due with respect to the Class II A-1A Notes that are deemed to be included in interest on the Class II A-1A Notes as described in "Description of Notes—Class A-1A Notes"), pro rata, based upon the amounts due each Holder of Group II Senior Notes;

third, to the Loan Reserve Trust, an amount equal to all guarantee fees with respect to Financed Private Loans which Access Group has certified are due to the Loan Reserve Trust, and/or to Access Group to reimburse it for the prior payment of such fees;

fourth (unless a Subordinate Note Interest Trigger is in effect), to the Holders of the Class B Notes, an amount equal to interest due on the Group II Class B Note Component, pro rata, based upon the amounts due each Holder of the Class B Notes;

fifth, an amount up to the Group II Principal Distribution Amount for such Quarterly Payment Date, to be allocated as follows:

- prior to the Group II Stepdown Date (or after such Stepdown Date if a Group II Subordinate Note Principal Trigger has occurred), to the Holders of the Group II Senior Notes, as described in the next paragraph, and
- on and after the Group II Stepdown Date and if no Group II Subordinate Note Principal Trigger has occurred, an amount equal to the Group II Senior Percentage of the amount applied to principal shall be allocated to the Holders of the Group II Senior Notes, as described in the next paragraph, and an amount

equal to the Group II Subordinate Percentage shall be allocated to the Group II Class B Note Component, pro rata, based upon the Principal Amounts of each Holder's Group II Class B Note Component; provided, that while Class II A-1A Notes remain outstanding, such portion of the Principal Distribution Amount as cannot be distributed in payment of principal on such Notes because it is less than an authorized denomination for such Notes shall be retained in the Group II Collection Account;

sixth, to the extent Group I Available Funds are insufficient to pay those amounts, to the payment of amounts described in clauses first through fourth above with respect to Group I;

seventh, if a Subordinate Note Interest Trigger is in effect, to the Holders of the Class B Notes, an amount equal to interest due on the Group II Class B Note Component, pro rata, based upon the amounts due each Holder of the Class B Notes;

eighth, to the extent Group I Available Funds are insufficient to pay those amounts, to the Holders of the Class B Notes, an amount equal to interest due on the Group I Class B Note Component, pro rata, based upon the amounts due each Holder of the Class B Notes; and

ninth, to the investors and agent under the Non-Offered Note Purchase Agreement, an amount equal to any taxes or other amounts payable pursuant to such agreement that are not deemed to be included in interest on Class II A-1A Notes; and

tenth, to Access Group, any remainder.

All amounts distributed with respect to principal of the Group II Senior Notes shall be applied first to the payment of the Class II A-1A Notes until all such Notes have been paid in full and second to the payment of the Class II A-1 Notes. All such amounts shall be allocated to the Holders of the particular class of Notes pro rata, based upon the Principal Amounts of such Notes.

Financed Student Loans

Pursuant to the Indenture, the Financed Student Loans are pledged and assigned by Access Group (and in the case of FFELP Loans, by the Eligible Lender Trustee) to the Trustee to secure the Notes. Financed Student Loans may be sold or assigned by Access Group only in connection with (a) a sale of all Financed Student Loans of a Group as described under "Description of Notes—Mandatory Redemption" or "—Optional Redemption," (b) the resale to National City Bank of any Financed Student Loans pursuant to National City Bank's repurchase obligation under the applicable Commitment Agreement, (c) the sale to a Servicer of any related Financed Student Loans pursuant to its obligations under a Servicing Agreement, (d) the sale to Access Group of any Financed FFELP Loans which it is required to purchase as a result of origination errors, or (e) the submission of a claim to a Guarantee Agency or the Loan Reserve Trust, as the case may be. In addition, Financed Student Loans of a Group shall be released to Access Group upon the payment in full of all Notes of such Group. Any Student Loans so sold, assigned or released to Access Group will, upon receipt of the purchase price therefor, if applicable, be released from the lien of the Indenture and will no longer be considered Financed Student Loans, and the revenues from such Student Loans will no longer be available for the payment of the Notes.

Pledge; Encumbrances

The Notes are limited obligations of Access Group specifically secured by the pledge of the proceeds of the sale of Notes (until expended for the purpose for which the Notes were issued), the Financed Student Loans and the

revenues, moneys and securities in the various Accounts, in the manner and subject to the prior applications provided in the Indenture. Financed Student Loans purchased with the proceeds of Access Group's bonds, notes or other evidences of indebtedness or sold to another party as described under "—Financed Student Loans" above will, contemporaneously with receipt by the Trustee of the purchase price thereof, no longer be pledged to nor serve as security for the payment of the principal of or interest on the Notes.

Access Group agrees that it will not create, or permit the creation of, any pledge, lien, charge or encumbrance upon the Financed Student Loans or the revenues and other assets pledged under the Indenture, except only as to a lien subordinate to the lien of the Indenture created by any other indenture authorizing the issuance of bonds, notes or other evidences of indebtedness of Access Group, the proceeds of which will be used to refund or otherwise retire all or a portion of the Outstanding Notes. Access Group agrees that it will not issue any bonds or other evidences of indebtedness secured by a pledge of the revenues and other assets pledged under the Indenture, creating a lien or charge equal or superior to the lien of the Indenture. Nothing in the Indenture is intended to prevent Access Group from issuing obligations secured by revenues and assets of Access Group other than the revenues and other assets pledged in the Indenture.

Covenants

Certain covenants with the Holders of the Notes contained in the Indenture are summarized as follows:

Enforcement and Amendment of Guarantee Agreements. So long as any Notes are Outstanding and Financed FFELP Loans are Guaranteed by a Guarantee Agency or Financed Private Loans are entitled to the benefits of the Loan Reserve Trust, Access Group agrees that it will (1) from and after the date on which the Eligible Lender Trustee on its behalf shall have entered into, or succeeded to the rights of the Lender under, any FFELP Guarantee Agreement, cause the Eligible Lender Trustee to maintain the same and diligently enforce the Eligible Lender Trustee's rights thereunder, (2) cause the Eligible Lender Trustee to enter into such other similar or supplemental agreements as shall be required to maintain benefits for all Financed FFELP Loans covered thereby, (3) maintain the Loan Reserve Reimbursement Agreement and diligently enforce its rights thereunder and under the Loan Reserve Trust Agreement, and (4) not consent to or permit any rescission of or consent to any amendment to or otherwise take any action under or in connection with the same which in any manner will materially adversely affect the rights of the Noteholders under the Indenture. Notwithstanding the foregoing, Access Group or the Eligible Lender Trustee may amend any FFELP Guarantee Agreement, the Loan Reserve Trust Agreement or the Loan Reserve Reimbursement Agreement in any respect if each Rating Agency confirms that such amendment will not cause the withdrawal or reduction of any rating or ratings then applicable to any Notes.

Acquisition, Collection and Assignment of Student Loans. Access Group agrees that it will purchase or originate only FFELP Loans with proceeds of the Group I Notes and moneys in any of the Group I Accounts and purchase only Private Loans with proceeds of the Group II Notes and moneys in any of the Group II Accounts, and (subject to any adjustments referred to in the following paragraph) will diligently cause to be collected all principal and interest payments on all the Financed Student Loans and other sums to which Access Group is entitled pursuant to either Commitment Agreement, and all Special Allowance Payments and all payments from Guarantee Agencies or the Loan Reserve Trust which relate to defaulted Financed Student Loans.

Enforcement of Financed Student Loans. Access Group agrees that it will cause to be diligently enforced all terms, covenants and conditions of all Financed Student Loans and agreements in connection therewith, including the prompt payment of all principal and interest payments (as such payments may be adjusted to take into account (1) any discount Access Group may cause to be made available to borrowers who make payments on Financed Student Loans through automatic withdrawals, and (2) any reduction in the interest payable on Financed Student Loans provided for in any borrower incentive or other special program under which such loans were originated) and all other amounts due Access Group thereunder. Nothing in the provisions of the Indenture described in this paragraph, however, shall be construed to prevent Access Group from (a) settling a default or curing a delinquency on any Financed Student Loan or otherwise settling any dispute with a borrower on such terms as shall be required by law or as Access Group may deem to be in the best interest of the Program, (b) amending the terms of a Financed Student Loan to provide for a different rate of interest thereon to the extent required by law, (c) if the Trustee shall

have received written confirmation from each Rating Agency that such action will not cause the reduction or withdrawal of any rating or ratings then applicable to any Outstanding Notes, otherwise amending the terms of any Financed Student Loan or agreement in connection therewith, (d) waiving the guarantee fee with respect to Private Loans that are paid in full before they enter repayment, or (e) waiving the initial late payment charge for any borrower.

Administration and Collection of Financed Student Loans. Access Group agrees to service and collect, or enter into one or more Servicing Agreements pursuant to which Servicers agree to service or collect, all Financed Student Loans in accordance with all applicable requirements of the Higher Education Act, the Secretary of Education, the Indenture, each FFELP Guarantee Agreement and the Loan Reserve Reimbursement Agreement. Access Group agrees to cause to be diligently enforced all terms, covenants and conditions of each Servicing Agreement, including the prompt payment of all principal and interest payments and all other amounts due Access Group thereunder, including all Special Allowance Payments and all payments from a Guarantee Agency or the Loan Reserve Trust which relate to any defaulted Financed Student Loans. Access Group shall not permit the release of the obligations of any Servicer under any Servicing Agreement and shall at all times, to the extent permitted by law, cause to be defended, enforced, preserved and protected the rights and privileges of Access Group, the Trustee and the Holders under or with respect to each Servicing Agreement. Access Group agrees not to consent or agree to or permit any amendment or modification of any Servicing Agreement which will in any manner materially adversely affect the rights or security of the Holders. Notwithstanding the foregoing, Access Group or the Eligible Lender Trustee may amend any Servicing Agreement in any respect if each Rating Agency confirms that such amendment will not cause the withdrawal or reduction of any rating or ratings then applicable to any Outstanding Notes.

Servicer Default. Access Group agrees to notify the Trustee of the occurrence of any Servicer Default that affects Financed Student Loans. Upon the occurrence of a Servicer Default, Access Group may, or at the direction of the Acting Beneficiaries Upon Default of a Group affected by the Servicer Default, Access Group shall, transfer the servicing of the Financed Student Loans of a Group to a successor Servicer selected by Access Group. If Access Group has not replaced the Servicer within the period specified in the Indenture after receiving direction to replace the Servicer from the Acting Beneficiaries Upon Default, then the Trustee is authorized to replace the Servicer.

Quarterly Servicing Reports. Access Group will prepare, or cause a Servicer to prepare, a Quarterly Servicing Report for each Collection Period and will furnish, or cause to be furnished, to the Trustee a copy of each such report by the 25th day of the next calendar month (or the next succeeding business day if such 25th day is not a business day). See "Reports to Noteholders."

Tax-Exempt Status. Access Group agrees that it will not take any action which would result in the loss of, and will take all reasonable actions necessary to maintain, its status as an organization described in Section 501(c)(3) of the Internal Revenue Code and exempt from federal income taxation under Section 501(a) of the Internal Revenue Code (or any successor provisions).

Continuing Existence; Merger and Consolidation. Access Group agrees to maintain its existence as a corporation and, except as otherwise specifically authorized in the Indenture, not to dispose of all or substantially all of its assets (by sale, lease or otherwise), or consolidate with or merge into another entity or permit any other entity to consolidate with or merge into it unless either Access Group is the surviving corporation or each of the following conditions is satisfied:

- (1) the surviving, resulting or transferee entity, as the case may be, shall be organized under the laws of the United States or one of the states thereof;
- (2) at least thirty days before any merger, consolidation or transfer of assets becomes effective, Access Group shall give the Trustee written notice of the proposed transaction;
- (3) immediately after giving effect to any merger, consolidation or transfer of assets, no Event of Default shall have occurred and be continuing;

(4) each Rating Agency shall have confirmed that such merger, consolidation or transfer of assets will not cause the withdrawal or reduction of any rating or ratings then applicable to any Outstanding Notes; and

(5) prior to or concurrently with any merger, consolidation or transfer of assets, (a) any action as is necessary to maintain the lien and security interest created in favor of the Trustee by the Indenture shall have been taken, (b) the surviving, resulting or transferee entity, as the case may be, shall deliver to the Trustee an instrument assuming all of the obligations of Access Group under the Indenture and related agreements, together with any necessary consents and (c) Access Group shall have delivered to the Trustee and each Rating Agency a certificate and an opinion of counsel (which shall describe the actions taken as required by clause (a) of this paragraph or that no such action need be taken) each stating that all conditions precedent to such merger, consolidation or transfer of assets have been complied with.

Investments

Moneys from time to time on deposit in the Accounts may be invested in one or more of the following investment securities:

- Government Obligations;
- interest-bearing time or demand deposits, certificates of deposit or other similar banking arrangements with any bank, trust company, national banking association or other depository institution (including the Trustee or any of its affiliates), provided that, at the time of deposit or purchase, if the investment is for a period exceeding one year, such depository institution shall have long-term unsecured debt rated by each Rating Agency not lower than in its highest applicable rating category or if the investment is for a period of less than one year, such depository institution shall have short-term unsecured debt rated at least “A-1” by S&P and “P-1” by Moody’s;
- obligations issued or guaranteed as to principal and interest by any of the following: (a) the Government National Mortgage Association, (b) the Federal National Mortgage Association, or (c) the Federal Farm Credit Banks, the Federal Intermediate Credit Banks, the Export-Import Bank of the United States, the Federal Land Banks, the Student Loan Marketing Association, the Federal Financing Bank, the Federal Home Loan Banks, the Federal Home Loan Mortgage Corporation or the Farmers Home Administration, or any agency or instrumentality of the United States of America established for the purpose of acquiring the obligations of any of the foregoing or otherwise providing financing therefor, provided that any such obligation must be rated by each Rating Agency in its highest applicable rating category;
- repurchase agreements or reverse repurchase agreements with banks (which may include the Trustee or any of its affiliates) which are members of the Federal Deposit Insurance Corporation or with government bond dealers insured by the Securities Investor Protection Corporation, which such agreements are secured by Government Obligations to a level sufficient to obtain a rating by each Rating Agency in its highest applicable rating category, or with brokers or dealers whose unsecured long-term debt is rated by each Rating Agency in its highest applicable rating category;
- any money market fund rated by each Rating Agency in its highest applicable rating category;
- any debt instrument with a term exceeding one year rated by each Rating Agency in its highest applicable rating category, or any debt instrument with a term of one year or less rated at least “A-1” by S&P and “P-1” by Moody’s;
- any investment agreement which constitutes a general obligation of an entity whose debt, unsecured securities, deposits or claims paying ability is rated by each Rating Agency in its highest applicable rating category; and

- any other investment if the Trustee shall have received written evidence from each Rating Agency that treating such investment as an investment security will not cause any rating then applicable to any Outstanding Notes to be lowered or withdrawn.

Events of Default

If any of the following events occur, it is an “Event of Default” with respect to each affected Group under the Indenture:

- (A) default in the due and punctual payment of any interest on any Senior Note of such Group; or
- (B) default in the due and punctual payment of the principal of any Senior Note of such Group; or
- (C) if no Senior Notes of such Group are Outstanding, default in the due and punctual payment of any interest on the Class B Note Component of such Group; or
- (D) if no Senior Notes of such Group are Outstanding, default in the due and punctual payment of the principal of the Class B Note Component of such Group; or
- (E) default in the performance of any of Access Group’s obligations with respect to the transmittal of moneys to be credited to such Group’s Collection Account under the provisions of the Indenture, and such default shall have continued for a period of 30 days; or
- (F) default in the performance or observance of any other of the covenants, agreements or conditions on the part of Access Group which relate to such Group and are contained in the Indenture or in the Notes of such Group, and such default shall have continued for a period of 30 days after written notice thereof, specifying such default, shall have been given to Access Group by the Trustee (which may give such notice in its discretion and will give such notice at the written request of such Group’s Acting Beneficiaries Upon Default); provided that, if the default is such that it can be corrected, but not within such 30 days, it will not constitute an Event of Default if corrective action is instituted by Access Group within such 30 days and is diligently pursued until the default is corrected; or
- (G) certain events of bankruptcy or insolvency of Access Group.

Remedies

Whenever any Event of Default with respect to a Group shall have occurred and be continuing, the Trustee may (and, upon the written request of such Group’s Acting Beneficiaries Upon Default, the Trustee shall), by notice in writing delivered to Access Group, declare the principal of and interest accrued on all Notes of such Group then Outstanding due and payable.

At any time after such a declaration of acceleration has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee, such Group’s Acting Beneficiaries Upon Default, by written notice to Access Group and the Trustee, may rescind and annul such declaration and its consequences if:

- There has been paid to or deposited with the Trustee by or for the account of Access Group, or provision satisfactory to the Trustee has been made for the payment of, a sum sufficient to pay:
 - (A) if Senior Notes of such Group are Outstanding: (i) all overdue installments of interest on all such Senior Notes; (ii) the principal of any such Senior Notes which has become due other than by such declaration of acceleration; (iii) to the extent that payment of such interest is lawful, interest upon overdue installments of interest on such Senior Notes at the rate or rates borne by such Senior Notes; (iv) all other sums required to be paid to satisfy Access Group’s

obligations with respect to the transmittal of moneys to be credited to such Group's Collection Account under the provisions of the Indenture; and (v) all sums paid or advanced by the Trustee under the Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any paying agents, to the extent allocable to such Group; or

(B) if no Senior Notes of such Group are Outstanding, but Class B Notes are Outstanding: (i) all overdue installments of interest on such Group's Class B Note Component; (ii) any principal of such Class B Note Component which has become due other than by such declaration of acceleration; (iii) to the extent that payment of such interest is lawful, interest upon overdue installments of interest on such Class B Note Component at the rate or rates borne by the Class B Notes; (iv) all other sums required to be paid to satisfy Access Group's obligations with respect to the transmittal of moneys to be credited to such Group's Collection Account under the provisions of the Indenture; and (v) all sums paid or advanced by the Trustee under the Indenture and the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel and any paying agents, to the extent allocable to such Group; and

- All Events of Default with respect to such Group, other than the nonpayment of the principal of and interest on Notes or other amounts owing with respect to the Class A-1A Notes of such Group that have become due solely by such declaration of acceleration, have been cured or waived as provided in the Indenture.

If an Event of Default has occurred and is continuing, the Trustee may, subject to applicable law, pursue any available remedy by suit at law or in equity to enforce the covenants of Access Group in the Indenture and may pursue such appropriate judicial proceedings as the Trustee shall deem most effective to protect and enforce, or aid in the protection and enforcement of, the covenants and agreements in the Indenture. The Trustee is also authorized to file proofs of claims in any equity, receivership, insolvency, bankruptcy, liquidation, readjustment, reorganization or other similar proceedings.

If an Event of Default with respect to a Group has occurred and is continuing, and if it shall have been requested so to do by such Group's Acting Beneficiaries Upon Default and shall have been indemnified as provided in the Indenture, the Trustee is obliged to exercise such one or more of the rights and powers conferred by the Indenture as the Trustee shall deem most expedient in the interests of the Holders; provided, however, that the Trustee has the right to decline to comply with any such request if the Trustee shall be advised by counsel that the action so requested may not lawfully be taken or if the Trustee receives, before exercising such right or power, contrary instructions from such Acting Beneficiaries Upon Default.

A Group's Acting Beneficiaries Upon Default have the right to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of the Indenture that relate to such Group; provided that (a) such direction shall not be otherwise than in accordance with the provisions of law and of the Indenture; (b) the Trustee shall not determine that the action so directed would be unjustly prejudicial to the Holders of Notes not taking part in such direction (including Holders of the other Group), other than by effect of the subordination of any of their interests thereunder; and (c) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

No Holder of any Note will have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust under the Indenture or for the appointment of a receiver or any other remedy under the Indenture unless (1) an Event of Default with respect to the related Group shall have occurred and be continuing, (2) such Group's Acting Beneficiaries Upon Default shall have made written request to the Trustee, (3) such Acting Beneficiaries Upon Default shall have offered to the Trustee indemnity, (4) the Trustee shall have thereafter failed for a period of 60 days after the receipt of the request and indemnification or refused to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name and (5) no direction inconsistent with such written request shall have been given to the Trustee during such 60-day

period by such Acting Beneficiaries Upon Default. Notwithstanding the foregoing provisions of the Indenture, the Acting Beneficiaries Upon Default may institute any such suit, action or proceeding in their own names for the benefit of the Holders of all Outstanding Notes of such Group.

Unless the Trustee has declared the principal of and interest on all Outstanding Notes of a Group immediately due and payable and has obtained a judgment or decree for payment of the money due, the Trustee will waive any Event of Default with respect to such Group, and its consequences, upon written request of such Group's Acting Beneficiaries Upon Default; except that there will not be waived (a) any Event of Default arising from the acceleration of the maturity of the Notes, except upon the rescission and annulment of such declaration as described in the second paragraph under this caption "Remedies;" (b) any Event of Default in the payment when due of any amount owed to any Holder (including payment of principal of or interest on any Note) except with the consent of such Holder or unless, prior to such waiver, Access Group has paid or deposited with the Trustee a sum sufficient to pay all amounts owed to such Holder; (c) any Event of Default with respect to a Group arising from the failure of Access Group to pay unpaid expenses of the Trustee, its agents and counsel, and any authenticating agent or paying agent as required by the Indenture, unless, prior to such waiver, Access Group has paid or deposited with the Trustee sums required to satisfy such obligations of Access Group under the provisions of the Indenture; or (d) any default in respect of a provision of the Indenture which could not be amended without the consent of each Holder affected by such amendment (as described under "—Supplemental Indentures—Supplemental Indentures Requiring Consent of Noteholders"), unless each such Holder has consented to the waiver.

Application of Collections

All moneys received by the Trustee pursuant to any remedy shall be separately accounted for based upon the Group to which they are attributable, and such moneys received with respect to each Group will, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee with respect thereto, be applied as follows:

(A) Unless the principal of all the Outstanding Notes of such Group shall have become or shall have been declared due and payable, all such moneys will be deposited into such Group's Collection Account and applied as described under "—Distributions of Available Funds" above.

(B) If the principal of all Outstanding Notes of such Group shall have become due or shall have been declared due and payable and such declaration has not been annulled and rescinded under the provisions of the Indenture, all such moneys (other than amounts in such Group's Class A-1A Sub-Account) will be applied as follows:

- FIRST, to the payment of all interest then due on the Senior Notes of such Group (including taxes and other amounts payable pursuant to the Non-Offered Note Purchase Agreement that are deemed to be included in interest on the Non-Offered Notes of such Group as described under "Description of Notes—Class A-1A Notes") ratably, according to the amounts due, to the persons entitled thereto without any discrimination or preference;
- SECOND, to the payment of all principal then due on the Senior Notes of such Group ratably, according to the amounts due, to the persons entitled thereto without any discrimination or preference;
- THIRD, to the payment of the interest then due on the Class B Note Component of such Group ratably, according to the amounts due, to the persons entitled thereto without any discrimination or preference;
- FOURTH, to the payment of the principal then due on the Class B Note Component of such Group ratably, according to the amounts due, to the persons entitled thereto without any discrimination or preference;

- FIFTH, to the payment of taxes and other amounts payable pursuant to the Non-Offered Note Purchase Agreement applicable to Non-Offered Notes of such Group that are not included in interest on such Non-Offered Notes as described above; and
- SIXTH, to the Collection Account for the other Group.

Any amounts in such Group's Class A-1A Sub-Account will be applied first to the payment of all principal of and interest on the Non-Offered Notes of such Group. Any remaining amounts in such sub-account shall be applied in the same priority as other funds of such Group.

(C) If the principal of all Outstanding Notes of a Group shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then (subject to the provisions described in paragraph (B) above, if the principal of all the Outstanding Notes of such Group shall later become or be declared due and payable) the money held by the Trustee under the Indenture will be applied in accordance with the provisions described in paragraph (A) above.

Trustee

Prior to the occurrence of an Event of Default which has not been cured, the Trustee is required to perform such duties and only such duties as are specifically set forth in the Indenture. Upon the occurrence and continuation of an Event of Default, the Trustee is required to exercise the rights and powers vested in it by Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in his own affairs.

Before taking any action under the Indenture, the Trustee may require that satisfactory indemnity be furnished to it for the reimbursement of all expenses to which it may be put and to protect it against all liability by reason of any action so taken, except liability which is adjudicated to have resulted from its negligence or willful misconduct.

The Trustee may at any time resign upon 60 days' notice to Access Group and to the Holders, such resignation to take effect upon the appointment of a successor Trustee. The Trustee may be removed at any time by Access Group, and Access Group agrees to remove the Trustee at the request of the holders of a majority in principal amount of Senior Notes of each Group Outstanding (or, if no Senior Notes are Outstanding, a majority in principal amount of the Class B Notes Outstanding), except during the existence of an Event of Default. No such removal will be effective until the appointment of a successor Trustee.

Supplemental Indentures

Supplemental Indentures Not Requiring Consent of Holders

Access Group and the Trustee may, from time to time and at any time, without the consent of, or notice to, any of the Noteholders, enter into an indenture or indentures supplemental to the Indenture to, among other things:

- cure any ambiguity or formal defect or omission in the Indenture,
- grant to the Trustee for the benefit of the Holders any additional rights, remedies, powers, authority or security,
- describe or identify more precisely any part of the Trust Estate or subject additional revenues, properties or collateral to the lien and pledge of the Indenture,
- evidence the appointment of a separate trustee or a co-trustee or the succession of a new Trustee, or

- (e) modify, eliminate and/or add to the provisions of the Indenture to such extent as shall be necessary to effect the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or under any similar Federal statute, and to add to the Indenture certain other provisions as may be expressly permitted by said Trustee Indenture Act of 1939.

Supplemental Indentures Requiring Consent of Noteholders

In addition to Supplemental Indentures described in the preceding paragraph, upon receipt of an instrument evidencing the consent to the below-mentioned Supplemental Indenture by: (1) if they are affected thereby, the Holders of not less than two-thirds of the aggregate principal amount of the Outstanding Senior Notes of each Group, and (2) if they are affected thereby, the Holders of not less than two-thirds of the aggregate principal amount of the Outstanding Class B Notes, the Trustee will join with Access Group in the execution of any Supplemental Indentures for the purpose of modifying, altering, amending, adding to or rescinding any of the terms or provisions contained in the Indenture; provided, however, that no such Supplemental Indenture will permit without the consent of each Holder which would be affected thereby: (a) an extension of the maturity of the principal of or the interest on any Note, (b) a reduction in the principal amount or redemption price of any Note or the rate of interest thereon, (c) a privilege or priority of any Senior Note over any other Senior Note, except as described herein with respect to the different Groups, (d) a privilege or priority of any Class B Note over any other Class B Note, (e) a privilege of any Senior Notes over any Class B Notes, other than as theretofore provided in the Indenture, (f) the surrendering of a privilege or a priority granted by the Indenture if, in the judgment of the Trustee, to the detriment of another Holder, (g) a reduction or an increase in the aggregate principal amount of the Notes required for consent to such Supplemental Indenture, (h) the creation of any lien ranking prior to or on a parity with the lien of the Indenture on the Trust Estate or any part thereof, except as expressly permitted in the Indenture, (i) any Holder to be deprived of the lien created on the rights, title, interest, privileges, revenues, moneys and securities pledged under the Indenture, or (j) the modification of any of the provisions of the Indenture described in this paragraph.

Rights of Trustee

If, in the opinion of the Trustee, any Supplemental Indenture adversely affects the rights, duties or immunities of the Trustee under the Indenture or otherwise, the Trustee may, in its discretion, decline to execute such Supplemental Indenture.

Discharge of Notes and Indenture

The obligations of Access Group under the Indenture, and the liens, pledges, charges, trusts, covenants and agreements of Access Group therein made or provided for, will be fully discharged and satisfied as to any Note and such Note will no longer be deemed to be Outstanding thereunder:

- (1) when such Note shall have been canceled; or
- (2) as to any Note not canceled, when payment of the principal of such Note, plus interest on such principal to the due date thereof, either (a) shall have been made in accordance with the terms of the Indenture, or (b) shall have been provided for by irrevocably depositing with the Trustee exclusively for such payment, (i) moneys sufficient to make such payment or (ii) Government Obligations maturing as to principal and interest in such amount and at such times as will ensure the availability of sufficient moneys to make such payment and, if payment of all then Outstanding Notes is to be so provided for, the payment of all fees and expenses of the Trustee and any other fiduciaries under the Indenture.

GLOSSARY OF CERTAIN DEFINED TERMS

Set forth below is a glossary of the principal defined terms used in this Offering Memorandum.

“*Access Group*” means Access Group, Inc., a Delaware corporation.

“*Account*” means any of the accounts established by the Indenture.

“*Acting Beneficiaries Upon Default*” with respect to a Group means:

(1) at any time that any Senior Notes of such Group are Outstanding, the Holders of a majority in aggregate Principal Amount of Senior Notes of such Group Outstanding, and

(2) at any time that no Senior Notes of such Group are Outstanding but Class B Notes are Outstanding, the Holders of a majority in aggregate Principal Amount of Class B Notes Outstanding.

“*Administrative Allowance*” with respect to a Group means a quarterly allowance equal to 0.25% of the aggregate principal balance of the Financed Student Loans of such Group as of the first day of the applicable Collection Period, which shall be released to Access Group to cover Servicing Fees and Access Group’s other expenses incurred in connection with carrying out and administering its powers, duties and functions under the Indenture and any related agreements.

“*Available Funds*” means, with respect to either Group and as of any Quarterly Payment Date, the sum of the following:

(1) all amounts received in the corresponding Collection Account and not yet paid out as of the last day of the related Collection Period,

(2) with respect to the first Quarterly Payment Date occurring after such Group’s Capitalized Interest Release Date, any amounts in excess of \$300,000 remaining in the corresponding Capitalized Interest Account,

(3) amounts in such Group’s Capitalized Interest Account, but only to the extent necessary to increase the balance of Available Funds to an amount sufficient to pay (a) Administrative Allowances and Trustee fees with respect to such Group, (b) interest due on the Senior Notes of such Group and such Group’s Class B Note Component on such Quarterly Payment Date, (c) with respect to Group II only, guarantee fees due to the Loan Reserve Trust, and (d) principal of the Notes of such Group due at their Final Maturity Date, and

(4) only to the extent necessary to increase the balance of Available Funds to an amount sufficient to pay (a) Administrative Allowances and Trustee fees with respect to such Group, and (b) interest due on the Senior Notes of such Group and such Group’s Class B Note Component on such Quarterly Payment Date (after giving effect to clause 3 above), amounts received in the Collection Account after the last day of the related Collection Period.

“*Beneficial Owner*” means, with respect to a Note held in Book-Entry Form, the actual purchaser of such Note.

“*Book-Entry Form*” means a form of ownership and registration under which (1) the beneficial right to principal and interest may be transferred only through a book entry, and (2) physical securities in registered form are issued only to a Securities Depository or its nominee as registered holder, with the securities “immobilized” to the custody of the Securities Depository or the Trustee.

“*Business Day*” means a day of the year on which (i) banks located in the city in which the designated office of the Trustee is located are not required or authorized to remain closed, and (ii) The New York Stock Exchange is not closed.

“*Capitalized Interest Accounts*” means the Group I Capitalized Interest Account and the Group II Capitalized Interest Account created and established by the Indenture.

“*Capitalized Interest Release Date*” means, with respect either Group, the later of the Quarterly Payment Date occurring in August, 2007 or the first Quarterly Payment Date after not more than 10% of the Financed Student Loans of such Group remained in school or grace status as of the last day of the related Collection Period.

“*Claims Rate*” means, for any year, the rate determined by dividing total default claims of a Guaranty Agency since the previous September 30 by the total original principal amount of the Guaranty Agency’s guaranteed loans in repayment on such September 30.

“*Class A-1A Sub-Account*” means the sub-account of such name created within each Capitalized Interest Account.

“*Class B Note Component*,” when used with respect to a Group, means the portion of the Principal Amount of the Class B Notes allocable to such Group.

“*Collection Accounts*” means the Group I Collection Account and the Group II Collection Account created and established by the Indenture.

“*Collection Period*” means the period from the Date of Issuance through October 31, 2001 and each three month period thereafter.

“*Commitment Agreements*” means the Commitment and Loan Sale Agreements, dated as of April 1, 1998, and April 1, 2000, in each case as amended, between Access Group and National City Bank.

“*Consolidation Loan*” means a FFELP Loan made pursuant to Section 428C of the Higher Education Act.

“*Cumulative Default Ratio*,” when used with respect to either Group, means the percentage equivalent of a fraction, the numerator of which is the aggregate principal amount of the Financed Student Loans of such Group with respect to which default claims have been filed and the denominator of which is the aggregate of the principal balances of all Financed Student Loans that have ever been included in such Group, at the respective times such Financed Student Loans enter repayment.

“*Date of Issuance*” means the date of initial issuance and delivery of the Notes, which is expected to be August 2, 2001.

“*Deferment Period*” means certain periods when no principal repayments need be made on FFELP Loans.

“*Department of Education*” means U.S. Department of Education.

“*DTC*” means The Depository Trust Company.

“*DTC Participants*” means the participating organizations that utilize the services of DTC, including securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations.

“*Eligible Lender Trust Agreement*” means the Trust Agreement dated as of February 1, 2000 between Access Group, as grantor, and the Eligible Lender Trustee, as trustee, and any similar agreement entered into by Access Group and an “eligible lender” under the Higher Education Act pursuant to which such eligible lender holds Financed FFELP Loans in trust for Access Group, in each case as supplemented or amended from time to time.

“*Eligible Lender Trustee*” means Firstar Bank, National Association, as trustee under the Eligible Lender Trust Agreement, and its successors and assigns in such capacity.

“*ERISA*” means the Employee Retirement Income Security Act of 1974, as amended.

“*Event of Default*” means an event of default under the Indenture, as described under “Description of the Indenture—Events of Default.”

“*Exchange Act*” means the Securities Exchange Act of 1934, as amended.

“*Federal Direct Student Loan Program*” means the Federal Direct Student Loan Program established by the Higher Education Act pursuant to which loans are made by the Secretary of Education, and any predecessor or successor program.

“*Federal Fund*” means the federal student loan reserve fund established by each Guarantee Agency as required by the Higher Education Act.

“*Federal Reimbursement Contracts*” means any agreement between a Guarantee Agency and the Secretary of Education, providing for the payment by the Secretary of Education of amounts authorized to be paid pursuant to the Higher Education Act, including (but not necessarily limited to) reimbursement of amounts paid or payable upon defaulted Financed FFELP Loans and other student loans guaranteed or insured by the Guarantee Agency and Interest Subsidy Payments to holders of qualifying student loans guaranteed or insured by the Guarantee Agency.

“*FFEL Program*” means the Federal Family Education Loan Program established by the Higher Education Act pursuant to which loans are made to borrowers pursuant to certain guidelines, and the repayment of such loans is guaranteed by a Guarantee Agency, and any predecessor or successor program.

“*FFELP Guarantee Agreement*” means any agreement between a Guarantee Agency and the Eligible Lender Trustee or Access Group providing for the insurance or guarantee by such Guarantee Agency, to the extent provided in the Higher Education Act, of the principal of and accrued interest on Financed FFELP Loans acquired or originated by the Eligible Lender Trustee (on behalf of Access Group) or by Access Group from time to time.

“*FFELP Loans*” means student loans made under the FFEL Program.

“*Financed*,” when used with respect to Student Loans, FFELP Loans or Private Loans, means Student Loans, FFELP Loans or Private Loans, as the case may be, acquired or originated by Access Group with proceeds of the Notes or moneys in one of the Pre-Funding Accounts, but does not include Student Loans released from the lien of the Indenture and sold to any purchaser.

“*Forbearance Period*” means a period of time during which a borrower, in case of temporary financial hardship, may defer the repayment of principal of a Student Loan.

“*General Sub-Account*” means the sub-account of such name created within each Capitalized Interest Account.

“*Government Obligations*” means direct obligations of, or obligations the full and timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America.

“*Grace Period*” means a period of time, following a borrower’s ceasing to pursue at least a half-time course of study and prior to the commencement of a repayment period, during which principal need not be paid on certain Financed Student Loans.

“*Group I*” means (i) when used with respect to Notes, collectively the Class I A-1A Notes, the Class I A-1 Notes, the Class I A-2 Notes, and the Group I Class B Note Component, and (ii) when used with respect to assets and

revenues, the Financed FFELP Loans, the Group I Pre-Funding Account, the Group I Collection Account and the Group I Capitalized Interest Account, and the revenues therefrom.

“*Group II*” means (i) when used with respect to Notes, collectively the Class II A-1A Notes, the Class II A-1 Notes and the Group II Class B Note Component, and (ii) when used with respect to assets and revenues, the Financed Private Loans, the Group II Pre-Funding Account, the Group II Collection Account and the Group II Capitalized Interest Account, and the revenues therefrom.

“*Guarantee Agency*” means any state agency or private nonprofit institution or organization which has Federal Reimbursement Contracts in place and has entered into a FFELP Guarantee Agreement with the Eligible Lender Trustee or Access Group.

“*Higher Education Act*” means the Higher Education Act of 1965, as amended or supplemented from time to time, and all regulations promulgated thereunder.

“*Holder,*” when used with respect to any Note, means the Person in whose name such Note is registered in the Note Register.

“*Indenture*” means the Indenture of Trust, dated as of August 1, 2001, from Access Group and the Eligible Lender Trustee to the Trustee, as amended and supplemented from time to time.

“*Indirect Participants*” means organizations which have indirect access to the Securities Depository, such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly.

“*Initial FFELP Portfolio*” means the FFELP Loans to be acquired with the proceeds of the Notes on the Date of Issuance.

“*Initial Private Loan Portfolio*” means the Private Loans to be acquired with the proceeds of the Notes on the Date of Issuance.

“*Interest Period*” means the period from the Date of Issuance to the first Quarterly Payment Date, and thereafter the period from each Quarterly Payment Date to the next Quarterly Payment Date.

“*Interest Subsidy Agreement*” means an agreement between a Guarantee Agency and the Secretary of Education pursuant to Section 428(b) of the Higher Education Act, as amended, which entitles the holders of eligible loans guaranteed by the Guarantee Agency to receive Interest Subsidy Payments from the Secretary of Education.

“*Interest Subsidy Payments*” means interest payments on certain student loans authorized to be made by the Secretary of Education by Section 428(a) of the Higher Education Act.

“*Joint Sharing Agreement*” means any agreement entered into between Access Group, the Trustee and the beneficial owner of any FFELP Loans held by the Eligible Lender Trustee under the same lender identification number under which Financed FFELP Loans are held, providing for cross indemnities in respect of guarantee payments, Interest Subsidy Payments and Special Allowance Payments for the benefit of one such beneficial owner which may be withheld to offset obligations of the other such beneficial owner.

“*KHESLC Servicing Agreement*” means the Servicing Agreement dated March 31, 2000 between Access Group and Kentucky Higher Education Student Loan Corporation, as Servicer, as amended and supplemented from time to time.

“*Lender*” means National City Bank or Access Funding A-2, LLC.

“Loan Reserve Reimbursement Agreement” means the Loan Reserve Reimbursement Agreement dated as of August 1, 2001, between the Loan Reserve Trust and Access Group, as supplemented or amended from time to time.

“Loan Reserve Trust” means the Access Group Loan Reserve Trust I, a Delaware business trust established to pay default reimbursement claims with respect to Private Loans.

“Loan Reserve Trust Agreement” means the Amended and Restated Trust Agreement, dated as of August 1, 2001 between Access Group and Wilmington Trust Company, establishing the Loan Reserve Trust.

“Moody’s” means Moody’s Investors Service, Inc., its successors and their assigns.

“1998 Reauthorization Amendments” means the Higher Education Amendments of 1998.

“Non-Offered Note Purchase Agreement” means the agreement, dated the Date of Issuance, under which Deutsche Bank AG, New York Branch acts as agent, providing, among other things, for the initial purchase of Non-Offered Notes.

“Non-Offered Notes” means, collectively, the Class I A-1A Notes and the Class II A-1A Notes.

“Notes” means, collectively, the Class I A-1A Notes, the Class I A-1 Notes, the Class I A-2 Notes, the Class II A-1A Notes, the Class II A-1 Notes and the Class B Notes.

“Noteholder” means the Holder of any Note.

“Offered Notes” means, collectively, the Class I A-1 Notes, the Class I A-2 Notes, the Class II A-1 Notes and the Class B Notes.

“Operating Fund” means the agency operating fund established by each Guarantee Agency as required by the Higher Education Act.

“Outstanding” means, when used with respect to Notes, all Notes other than (a) any Notes deemed no longer Outstanding as a result of the payment or defeasance thereof, (b) any Notes surrendered for transfer or exchange for which another Note has been issued under the Indenture, or (c) with respect to any request, demand, authorization, direction, notice, consent or waiver under the Indenture, Notes owned by Access Group to the extent the Trustee knows that such Notes are so owned.

“Participants” means the participating organizations that utilize the services of the Securities Depository.

“Pool Balance” means, with respect to each Group, the sum of (i) the aggregate principal balance of all Financed Student Loans of such Group, plus (ii) accrued borrower interest on such Financed Student Loans that will be added to the principal balance thereof upon such Financed Student Loans entering repayment, plus (iii) amounts in such Group’s Pre-Funding Account.

“Portfolio FFELP Loans” means the FFELP Loans included in the Initial FFELP Portfolio and the Pre-Funding FFELP Portfolio.

“Portfolio Private Loans” means the Private Loans included in the Initial Private Loan Portfolio and the Pre-Funding Private Loan Portfolio.

“Pre-Funding Accounts” means the Group I Pre-Funding Account and the Group II Pre-Funding Account created and established by the Indenture.

“Pre-Funding FFELP Portfolio” means that portion of the FFELP Loans expected to be acquired with funds in the Pre-Funding Accounts that is described herein under “Description of Financed Student Loans—FFELP Loans (Group I).”

“Pre-Funding Private Loan Portfolio” means that portion of the Private Loans expected to be acquired with funds in the Pre-Funding Accounts that is described herein under “Description of Financed Student Loans—Private Loans (Group II).”

“Pre-Funding Termination Date” means January 31, 2002.

“Principal Amount” when used with respect to a Note, means the original principal amount of such Note less all payments previously made to the Holder thereof in respect of principal.

“Principal Distribution Amount” when used with respect to each Quarterly Payment Date and Notes of either Group, means the sum of (i) the net decrease in the aggregate Pool Balance of such Group during the related Collection Period, plus (ii) any amount distributed from such Group’s Capitalized Interest Account on such Quarterly Payment Date, plus (iii) the amount, if any, by which such Group’s Principal Distribution Amount from the prior Quarterly Payment Date (but without giving effect to clause (iv) below) exceeds the amount actually paid out on such prior Quarterly Payment Date as principal with respect to Notes of such Group, plus (iv) only if after giving effect to all prior applications of such Group’s Available Funds on the Quarterly Payment Date, the Outstanding Principal Amount of the Notes of such Group, plus accrued interest thereon, exceeds the aggregate principal balance of the Financed Student Loans of such Group, plus accrued interest and (with respect to the FFELP Loans) accrued Special Allowance Payments thereon, plus the balances in such Group’s Collection Account, Pre-Funding Account and Capitalized Interest Account, any Available Funds remaining after those prior applications.

“Private Loan” means a Student Loan which is not made pursuant to the Higher Education Act, but which is made pursuant to the Access Group Loan Program.

“Quarterly Payment Date” means the 25th day of each February, March, August and November, commencing November 25, 2001, or, if any such day is not a Business Day, the next succeeding Business Day.

“Quarterly Servicing Report” means the quarterly report concerning the Financed Student Loans prepared by Access Group in accordance with the Indenture.

“Rating Agency” means any rating agency that has an outstanding rating on any of the Notes pursuant to request by Access Group.

“Record Date” means the first Business Day prior to each Quarterly Payment Date.

“S&P” means Standard & Poor’s Credit Markets Services, its successors and their assigns.

“Secretary of Education” means the Commissioner of Education, Department of Health, Education and Welfare of the United States, and the Secretary of the United States Department of Education (who succeeded to the functions of the Commissioner of Education pursuant to the Department of Education Organization Act), or any other officer, board, body, commission or agency succeeding to the functions thereof under the Higher Education Act.

“Securities Depository” means DTC or any successor or other clearing agency selected by Access Group as securities depository for any Notes in Book-Entry Form.

“Senior Notes” means the Class I A-1A Notes, the Class I A-1 Notes, the Class I A-2 Notes, the Class II A-1A Notes and the Class II A-1 Notes.

“Senior Percentage” when used with respect to either Group, means the percentage equivalent of a fraction, the numerator of which is the Outstanding Principal Amount of the Senior Notes of such Group as of the

end of the related Collection Period and the denominator of which is the sum of the numerator plus the Outstanding Principal Amount of such Group's Class B Note Component as of the end of the related Collection Period.

"Servicer" means Kentucky Higher Education Student Loan Corporation and any other organization with which Access Group has entered into a Servicing Agreement, in each case while such party is servicing Financed Student Loans.

"Servicer Default" means an event described as such under "Servicing of Financed Student Loans—Description of the Servicing Agreements—KHESLC Servicing Agreement."

"Servicing Agreement" means the KHESLC Servicing Agreement and any other agreement between Access Group and a Servicer (or among Access Group, the Eligible Lender Trustee and a Servicer) under which the Servicer agrees to act as Access Group's agent in connection with the administration and collection of Financed Student Loans in accordance with the Indenture.

"Servicing Fees" means any fees payable by Access Group to a Servicer in respect of Financed Student Loans pursuant to the provisions of a Servicing Agreement.

"Special Allowance Payments" means special allowance payments authorized to be made by the Secretary of Education by Section 438 of the Higher Education Act, or similar allowances authorized from time to time by federal law or regulation.

"Stafford Loan" means a Student Loan made pursuant to Section 428 of the Higher Education Act.

"Stepdown Date" for either Group means the earlier of (i) the first date on which no Senior Notes of such Group remain Outstanding, or (ii) the fifth anniversary of the Date of Issuance.

"Student Loan" means a loan to a borrower for post-secondary education.

"Subordinate Note Interest Trigger" occurs with respect to a Group if on the last day of any Collection Period, the Outstanding Principal Amount of the Senior Notes of such Group exceeds the sum of the Pool Balance of such Group plus the balance of such Group's Capitalized Interest Account; and the Subordinate Note Interest Trigger remains in effect for so long as the Outstanding Principal Amount of all Notes of such Group exceeds the sum of the Pool Balance of such Group plus the balance of such Group's Capitalized Interest Account.

"Subordinate Note Principal Trigger" occurs with respect to a Group on any Quarterly Payment Date if (i) a Subordinate Note Interest Trigger has occurred with respect to such Group, or (ii) such Group's Cumulative Default Ratio as of the last day of the related Collection Period exceeds (a) with respect to Group I, 25%, and (b) with respect to Group II, 17%.

"Subordinate Percentage" when used with respect to either Group, means 100% minus the Senior Percentage of such Group.

"Supplemental Indenture" means any amendment of or supplement to the Indenture made in accordance with the provisions thereof.

"Trust Estate" means (1) Financed Student Loans and moneys due or paid thereunder after the applicable date of acquisition; (2) funds on deposit in the Accounts held under the Indenture (including investment earnings thereon); and (3) rights of Access Group in and to certain agreements, including any Servicing Agreement, the Commitment Agreements, the FFELP Guarantee Agreements, the Loan Reserve Trust Agreement and the Loan Reserve Reimbursement Agreement, as the same relate to Financed Student Loans.

"Trustee" means Firstar Bank, National Association, in its capacity as trustee under the Indenture, and any successor or assign in that capacity.

“Unsubsidized Stafford Loan” means a Student Loan made pursuant to Section 428H of the Higher Education Act.

THE TRUSTEE AND THE ELIGIBLE LENDER TRUSTEE

Firststar Bank, National Association, a national banking association organized under the laws of the United States, is the Trustee under the Indenture. The office of the Trustee for purposes of administering the Trust Estate and its other obligations under the Indenture is located at Firststar Bank, National Association, 425 Walnut Street, Cincinnati, Ohio 45201, Attention: Corporate Trust Services.

The Higher Education Act provides that only “eligible lenders” (defined to include banks and certain other entities) may hold title to student loans made under the FFEL Program. Because Access Group does not currently qualify as an “eligible lender,” Firststar Bank, National Association, in its capacity as Eligible Lender Trustee, will hold title to all Financed FFELP Loans in trust on behalf of Access Group. The Eligible Lender Trustee agrees under the Eligible Lender Trust Agreement to maintain its status as an “eligible lender” under the Higher Education Act. In addition, the Eligible Lender Trustee on behalf of Access Group has entered into a FFELP Guarantee Agreement with each of the Guarantee Agencies that have guaranteed FFELP Loans to be Financed. Failure of the Financed FFELP Loans to be owned by an eligible lender would result in the loss of guarantee payments, Interest Subsidy Payments and Special Allowance Payments with respect thereto. See “Description of the FFEL Program” and “Risk Factors—Offset by guarantee agencies or the Department of Education could reduce the amounts of available for payment of the group I notes.” If Access Group is recognized as an eligible lender and enters into all necessary FFELP Guarantee Agreements, it may take title to the Financed FFELP Loans (subject to the lien of the Indenture) and the role of Eligible Lender Trustee may be eliminated.

UNITED STATES FEDERAL INCOME TAX CONSEQUENCES

Certain Federal Income Tax Consequences

The following is a summary of the principal United States federal income tax consequences resulting from the beneficial ownership of Notes by certain persons. This summary does not consider all the possible Federal tax consequences of the purchase, ownership or disposition of the Notes and is not intended to reflect the individual tax position of any beneficial owner. Moreover, except as expressly indicated, this summary is limited to those persons who purchase a Note at its issue price, which is the first price at which a substantial amount of the Notes is sold to the public, and who hold Notes as “capital assets” within the meaning of section 1221 of the Internal Revenue Code. This summary does not address beneficial owners that may be subject to special tax rules, such as banks, insurance companies, dealers in securities or currencies, purchasers that hold Notes (or foreign currency) as a hedge against currency risks or as part of a straddle with other investments or as part of a “synthetic security” or other integrated investment (including a “conversion transaction”) comprised of a Note and one or more other investments, or purchasers that have a “functional currency” other than the U.S. dollar. Except to the extent discussed below under “—Non-United States Holders,” this summary is not applicable to non-United States persons. This summary is based upon the United States federal tax laws and regulations currently in effect and as currently interpreted and does not take into account possible changes in the tax laws or the interpretations, any of which may be applied retroactively. It does not discuss the tax laws of any state, local or foreign governments.

Persons considering the purchase of Notes should consult their own tax advisors concerning the United States federal income tax consequences to them in light of their particular situations as well as any consequences to them under the laws of any other taxing jurisdiction.

United States Holders

Characterization of the Notes as Indebtedness

In Foley & Lardner's opinion, based upon certain assumptions and certain representations of Access Group, the Notes will be treated as debt of Access Group, rather than as an interest in the Financed Student Loans and other assets of the Trust Estate, for federal income tax purposes. Such opinion will not be binding on the courts or the Internal Revenue Service. It is possible that the Internal Revenue Service could assert that, for purposes of the Internal Revenue Code, the transaction contemplated by this Offering Memorandum constitutes a sale of the assets comprising the Trust Estate (or an interest therein) to the Noteholders or that the relationship which will result from this transaction is that of a partnership, or an association taxable as a corporation.

If, instead of treating the transaction as creating secured debt in the form of the Notes issued by Access Group as a corporate entity, the transaction were treated as creating a partnership among the Noteholders and Access Group, which has purchased the underlying Trust Estate assets, the resulting partnership would not be subject to federal income tax, unless such partnership were treated as a publicly traded partnership taxable as a corporation. Rather, Access Group and each Noteholder would be taxed individually on their respective distributive shares of the partnership's income, gain, loss, deductions and credits. The amount and timing of items of income and deduction of the Noteholder may differ if the Notes were held to constitute partnership interests, rather than indebtedness.

If, alternatively, it were determined that this transaction created an entity other than Access Group which was classified as a corporation or a publicly traded partnership taxable as a corporation and Access Group were treated as having sold the assets comprising the Trust Estate, such entity would be subject to federal income tax at corporate income tax rates on the income it derives from the Financed Student Loans and other assets, which would reduce the amounts available for payment to the Noteholders. Cash payments to the Noteholders generally would be treated as dividends for tax purposes to the extent of such corporation's earnings and profits. A similar result would apply if the Noteholders were deemed to have acquired stock or other equity interests in Access Group. However, as noted above, Access Group has been advised that the Notes will be treated as debt of Access Group for federal income tax purposes.

Access Group expresses in the Indenture its intent that, for applicable tax purposes, the Notes will be indebtedness of Access Group secured by the Trust Estate. Access Group and the Noteholders, by accepting the Notes, have agreed to treat the Notes as indebtedness of Access Group for federal income tax purposes. Access Group intends to treat this transaction as a financing reflecting the Notes as its indebtedness for tax and financial accounting purposes.

In general, the characterization of a transaction as a sale of property or a secured loan, for federal income tax purposes, is a question of fact, the resolution of which is based upon the economic substance of the transaction, rather than its form or the manner in which it is characterized. While the Internal Revenue Service and the courts have set forth several factors to be taken into account in determining whether the substance of a transaction is a sale of property or a secured indebtedness, the primary factor in making this determination is whether the transferee has assumed the risk of loss or other economic burdens relating to the property and has obtained the benefits of ownership thereof. Notwithstanding the foregoing, in some instances, courts have held that a taxpayer is bound by the particular form it has chosen for a transaction, even if the substance of the transaction does not accord with its form.

Access Group believes that it has retained the preponderance of the primary benefits and burdens associated with the Financed Student Loans and other assets comprising the Trust Estate and should therefore be treated as the owner of such assets for federal income tax purposes. If, however, the Internal Revenue Service were to successfully assert that this transaction should be treated as a sale of the Trust Estate assets, the Internal Revenue Service could further assert that the entity created pursuant to the Indenture, as the owner of the Trust Estate for federal income tax purposes, should be deemed engaged in a business and, therefore, characterized as an association taxable as a corporation or a publicly traded partnership taxable as a corporation.

Payments of Interest

In general, interest on a Note will be taxable to a beneficial owner who or which is (1) a citizen or resident of the United States, (2) a corporation created or organized under the laws of the United States or any State (including the District of Columbia) or (3) a person otherwise subject to federal income taxation on its worldwide income (a “United States holder”) as ordinary income at the time it is received or accrued, depending on the holder’s method of accounting for tax purposes. If a partnership holds Notes, the tax treatment of a partner will generally depend upon the status of the partner and upon the activities of the partnership. Partners of partnerships holding Notes should consult their tax advisors.

The Notes will be treated as providing for stated interest at “qualified floating rates,” as this term is defined by applicable Treasury regulations, and accordingly as having been issued without original issue discount. Access Group intends to report interest income in respect of the Notes in a manner consistent with this treatment. If it were to be determined that the Notes do not provide for stated interest at qualified floating rates, the Notes would be treated as having been issued with original issue discount. In that event, the Noteholder would be required to include original issue discount in gross income as it accrues on a constant yield to maturity basis in advance of the receipt of any cash attributable to the income, regardless of whether the holder is a cash or accrual basis taxpayer.

Notes Purchased at a Premium

Under the Internal Revenue Code, a United States holder that purchases a Note for an amount in excess of its stated repayment price at maturity may elect to treat such excess as “amortizable bond premium,” in which case the amount of interest required to be included in the United States holder’s income each year with respect to interest on the Note will be reduced by the amount of amortizable bond premium allocable (based on the Note’s yield to maturity) to that year. For purposes of determining the amount of amortizable based premium that is allocable to a particular year, it is unclear how the rules apply in the case of debt instruments (such as the Notes) that are subject to prepayment by reason of prepayments on other debt instruments. A holder who elects to amortize bond premium must reduce his tax basis in the Note as described below under “—Purchase, Sale, Exchange and Retirement of the Notes.” Any election to amortize bond premium is applicable to all bonds (other than bonds the interest on which is excludable from gross income) held by the United States holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the United States holder, and may not be revoked without the consent of the Internal Revenue Service.

Notes Purchased at a Market Discount

A Note will be treated as acquired at a market discount (a “market discount note”) if the amount for which a United States holder purchased the Note is less than the Note’s issue price, unless such difference is less than a specified *de minimis* amount.

In general, any partial payment of principal or any gain recognized on the maturity or disposition of a market discount note will be treated as ordinary income to the extent that such gain does not exceed the accrued market discount on such note. Alternatively, a United States holder of a market discount note may elect to include market discount in income currently over the life of the market discount note. That election applies to all debt instruments with market discount acquired by the electing United States holder on or after the first day of the first taxable year to which the election applies and may not be revoked without the consent of the Internal Revenue Service.

For purposes of determining the accrual of market discount, certain special rules apply in the case of debt instruments (such as the Notes) that are subject to prepayment by reason of prepayments on other debt instruments. Market discount generally accrues on a straight-line basis unless the United States holder elects to accrue such discount on a constant yield to maturity basis. That election is applicable only to the market discount note with respect to which it is made and is irrevocable. A United States holder of a market discount note that does not elect to include market discount in income currently generally will be required to defer deductions for interest on borrowings allocable to the note in an amount not exceeding the accrued market discount on such note until the maturity or disposition of the note.

Purchase, Sale, Exchange and Retirement of the Notes

A United States holder's tax basis in a Note generally will equal its cost, increased by any market discount and original issue discount included in the United States holder's income with respect to the Note, and reduced by the amount of any amortizable bond premium applied to reduce interest on the Note. A United States holder generally will recognize gain or loss on the sale, exchange or retirement of a Note equal to the difference between the amount realized on the sale or retirement and the United States holder's tax basis in the Note. Except to the extent described above under "—Notes Purchased at a Market Discount," and except to the extent attributable to accrued but unpaid interest, gain or loss recognized on the sale, exchange or retirement of a Note will be capital gain or loss and will be long-term capital gain or loss if the Note was held for more than one year.

Non-United States Holders

The following is a general discussion of certain United States federal income and estate tax consequences resulting from the beneficial ownership of Notes by a person other than a United States holder or a former United States citizen or resident (a "non-United States holder").

Interest earned on a Note by a non-United States holder will be considered "portfolio interest," and will not be subject to United States federal income tax or withholding, if:

- (1) the non-United States holder is neither (a) a "controlled foreign corporation" that is related to Access Group as described in Section 881(c)(3)(C) of the Internal Revenue Code, nor (b) a bank receiving the interest on a loan made in the ordinary course of its business;
- (2) the certification requirements described below are satisfied; and
- (3) the interest is not effectively connected with the conduct of a trade or business within the United States by the non-United States holder.

The certification requirements will be satisfied if either (i) the beneficial owner of the Note timely certifies to Access Group or its paying agent, under penalties of perjury, that such owner is a non-United States holder and provides its name and address, or (ii) a custodian, broker, nominee, or other intermediary acting as an agent for the beneficial owner (such as a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business) that holds the Note in such capacity timely certifies to Access Group or its paying agent, under penalties of perjury, that such statement has been received from the beneficial owner of the Note by such intermediary, or by any other financial institution between such intermediary and the beneficial owner, and furnishes to Access Group or its paying agent a copy thereof. The foregoing certification may be provided on a properly completed IRS Form W-8BEN or W-8IMY, as applicable, or any successor forms, duly executed under penalties of perjury. With respect to the certification requirement for Notes that are held by an entity that is classified for United States federal income tax purposes as a foreign partnership, the applicable Treasury regulations provide that, unless the foreign partnership has entered into a withholding agreement with the Internal Revenue Service, the foreign partnership will be required, in addition to providing an intermediary Form W-8IMY, to attach an appropriate certification by each partner, and to attach a statement allocating payments on such Notes to the various partners.

If a non-United States holder is engaged in a trade or business in the United States and interest on the Note is effectively connected with the conduct of such trade or business, the non-United States holder, although exempt from the withholding tax discussed above (provided that such holder timely furnishes the required certification to claim such exemption), may be subject to United States federal income tax on such interest in the same manner as if it were a United States holder. In addition, if the non-United States holder is a foreign corporation, it may be subject to a branch profits tax equal to 30% (or lower applicable treaty rate) of its effectively connected earnings and profits for the taxable year, subject to certain adjustments. For purposes of the branch profits tax, interest on a Note will be included in the earnings and profits of the holder if the interest is effectively connected with the conduct by the

holder of a trade or business in the United States. Such a holder must provide the payor with a properly executed IRS Form W-8ECI (or successor form) to claim an exemption from United States Federal withholding tax.

Any payments to a non-United States holder of interest that do not qualify for the “portfolio interest” exemption, and that are not effectively connected with the conduct of a trade or business within the United States by the non-United States holder, will be subject to United States federal income tax and withholding at a rate of 30% (or at a lower rate under an applicable tax treaty).

Any capital gain or market discount realized on the sale, exchange, retirement or other disposition of a Note by a non-United States holder will not be subject to United States federal income or withholding taxes if (a) the gain is not effectively connected with a United States trade or business of the non-United States holder and (b) in the case of an individual, the non-United States holder is not present in the United States for 183 days or more in the taxable year of the sale, exchange, retirement or other disposition, and certain other conditions are met.

Notes held by an individual who is neither a citizen nor a resident of the United States for United States Federal estate tax purposes at the time of the individual’s death will not be subject to United States Federal estate tax, provided that the income from the Notes was not or would not have been effectively connected with a United States trade or business of the individual and that the individual qualified for the exemption from United States Federal withholding tax (without regard to the certification requirements) described above.

Purchasers of Notes that are non-United States holders should consult their own tax advisors with respect to the possible applicability of United States withholding and other taxes upon income realized in respect of the Notes.

Information Reporting and Back-up Withholding

For each calendar year in which the Notes are outstanding, Access Group is required to provide the Internal Revenue Service with certain information, including the name, address and taxpayer identification number (either the holder’s Social Security number or its employer identification number, as the case may be) of each United States holder, the aggregate amount of principal and interest paid to that holder during the calendar year and the amount of tax withheld, if any. This obligation, however, does not apply with respect to certain United States holders, including corporations, tax-exempt organizations, qualified pension and profit sharing trusts and individual retirement accounts.

If a United States holder subject to the reporting requirements described above fails to supply its correct taxpayer identification number in the manner required by applicable law or under-reports its tax liability, Access Group, its agents or paying agents or a broker may be required to “backup” withhold a tax at a rate of 31% (which rate decreases to 28% by 2006) on of each payment of interest and principal on the Notes.

Backup withholding and additional information reporting will not apply in the case of payments on the Notes by Access Group to a non-United States holder, provided that the holder certifies under penalties of perjury as to its status as a non-United States holder or otherwise establishes an exemption, and that neither Access Group nor its paying agent has actual knowledge that (i) the holder is a United States holder, or (ii) the conditions of any other exemption are not, in fact, satisfied.

Access Group must report annually to the Internal Revenue Service and to each non-United States holder any interest on the Notes that is subject to withholding or that is exempt from United States withholding tax pursuant to a tax treaty or the “portfolio interest” exemption. Copies of these information returns may also be made available under the provisions of a specific treaty or agreement to the tax authorities of the country in which the non-United States holder resides.

The payment of the proceeds on the disposition of a Note to or through the U.S. office of a broker generally will be subject to information reporting and potential backup withholding at a rate of 31% unless the holder either certifies its status as a non-United States holder under penalties of perjury on IRS Form W-8BEN (or a suitable

substitute form) and meets certain other conditions, or otherwise establishes an exemption. If the foreign office of a foreign broker (as defined in applicable Treasury regulations) pays the proceeds of the sale of a Note to the seller thereof, backup withholding and information reporting generally will not apply. Information reporting requirements (but not backup withholding) will apply, however, to a payment of the proceeds of the sale of a Note by (a) a foreign office of a custodian, nominee, other agent or broker that is a United States person, (b) a foreign custodian, nominee, other agent or broker that derives 50% or more of its gross income for certain periods from the conduct of a trade or business in the United States, (c) a foreign custodian, nominee, other agent or broker that is a controlled foreign corporation for United States federal income tax purposes, or (d) a foreign partnership if at any time during its tax year one or more of its partners are United States persons who, in the aggregate, hold more than 50% of the income or capital interest of the partnership or if, at any time during its taxable year, the partnership is engaged in the conduct of a trade or business within the United States, unless the custodian, nominee, other agent, broker, or foreign partnership has documentary evidence in its records that the holder is not a United States person and certain other conditions are met or the holder otherwise establishes an exemption.

Backup withholding is not an additional tax and may be credited against the United States holder's federal income tax liability, provided that the holder furnishes the required information to the Internal Revenue Service.

The federal income tax discussion set forth above is included for general information only and may not be applicable depending upon a holder's particular situation. Holders should consult their tax advisors with respect to the tax consequences to them of the purchase, ownership and disposition of the Notes, including the tax consequences under state, local, foreign and other tax laws and the possible effects of changes in Federal or other tax laws.

STATE TAX CONSIDERATIONS

In addition to the federal income tax consequences described under "United States Federal Income Tax Consequences," potential investors should consider the state income tax consequences of the acquisition, ownership and disposition of the Notes. State income tax law may differ substantially from the corresponding federal law, and this discussion does not purport to describe any aspect of the income tax laws of any state. Therefore, potential investors should consult their own tax advisors with respect to the various state tax consequences of an investment in the Notes.

ERISA CONSIDERATIONS

The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain fiduciary and prohibited transaction restrictions on employee pension and welfare benefit plans subject to ERISA ("ERISA Plans"). Section 4975 of the Internal Revenue Code imposes essentially the same prohibited transaction restrictions on tax-qualified retirement plans described in Section 401(a) of the Internal Revenue Code ("Qualified Retirement Plans") and on Individual Retirement Accounts ("IRAs") described in Section 408(b) of the Internal Revenue Code (collectively, "Tax-Favored Plans"). Certain employee benefit plans, such as governmental plans (as defined in Section 3(32) of ERISA) and, if no election has been made under Section 410(d) of the Internal Revenue Code, church plans (as defined in Section 3(33) of ERISA), are not subject to ERISA requirements. Accordingly, assets of such plans may be invested in Notes without regard to the ERISA considerations described below, subject to the provisions of applicable federal and state law. Any such plan which is a Qualified Retirement Plan and exempt from taxation under Sections 401(a) and 501(a) of the Internal Revenue Code, however, is subject to the prohibited transaction rules set forth in the Internal Revenue Code.

In addition to the imposition of general fiduciary requirements, including those of investment prudence and diversification and the requirement that a plan's investment be made in accordance with the documents governing the plan, Section 406 of ERISA and Section 4975 of the Internal Revenue Code prohibit a broad range of transactions involving assets of ERISA Plans and Tax-Favored Plans and entities whose underlying assets include plan assets by reason of ERISA Plans or Tax-Favored Plans investing in such entities (collectively, "Benefit Plans") and persons

who have certain specified relationships to the Benefit Plans (“Parties in Interest” or “Disqualified Persons”), unless a statutory or administrative exemption is available. Certain Parties in Interest (or Disqualified Persons) that participate in a prohibited transaction may be subject to a penalty (or an excise tax) imposed pursuant to Section 502(i) of ERISA (or Section 4975 of the Internal Revenue Code) unless a statutory or administrative exemption is available.

Certain transactions involving the purchase, holding or transfer of Notes might be deemed to constitute prohibited transactions under ERISA and the Internal Revenue Code if assets of Access Group were deemed to be assets of a Benefit Plan. Under a regulation issued by the United States Department of Labor (the “Plan Assets Regulation”), the assets of Access Group would be treated as plan assets of a Benefit Plan for the purposes of ERISA and the Internal Revenue Code only if the Benefit Plan acquires an “equity interest” in Access Group and none of the exceptions contained in the Plan Assets Regulation is applicable. An equity interest is defined under the Plan Assets Regulation as an interest in an entity other than an instrument which is treated as indebtedness under applicable local law and which has no substantial equity features. Although there can be no assurances in this regard, it appears that the Notes should be treated as debt without substantial equity features for purposes of the Plan Assets Regulation. However, without regard to whether the Notes are treated as an equity interest for such purposes, the acquisition or holding of Notes by or on behalf of a Benefit Plan could be considered to give rise to a prohibited transaction if Access Group, or any of its affiliates, is or becomes a Party in Interest or a Disqualified Person with respect to such Benefit Plan. A prohibited transaction could also occur in the event that a Benefit Plan transfers a Note to a Party in Interest or Disqualified Person. In such case, certain exemptions from the prohibited transaction rules could be applicable depending on the type and circumstances of the plan fiduciary making the decision to acquire a Note. Included among these exemptions are: Prohibited Transaction Class Exemption (“PTCE”) 96-23, regarding transactions effected by “in-house asset managers;” PTCE 90-1, regarding investments by insurance company pooled separate accounts; PTCE 95-60, regarding transactions effected by “insurance company general accounts;” PTCE 91-38, regarding investments by bank collective investment funds; and PTCE 84-14, regarding transactions effected by “qualified professional assets managers.”

Any ERISA Plan fiduciary considering whether to purchase Notes on behalf of an ERISA Plan should consult with its counsel regarding the applicability of the fiduciary responsibility and prohibited transaction provisions of ERISA and the Internal Revenue Code to such investment and the availability of any of the exemptions referred to above. Persons responsible for investing the assets of Tax-Favored Plans that are not ERISA Plans should seek similar counsel with respect to the prohibited transaction provisions of the Internal Revenue Code.

UNDERWRITING

Subject to the terms and conditions set forth in an Underwriting Agreement (the “Underwriting Agreement”), between Access Group and Deutsche Banc Alex. Brown Inc., as representative of the underwriters listed below (the “Underwriters”), Access Group will agree to sell to the Underwriters, and the Underwriters will severally agree to purchase from Access Group, the respective aggregate principal amounts of the Offered Notes set forth below:

Underwriter	Principal Amount			
	Class I A-1 Notes	Class I A-2 Notes	Class II A-1 Notes	Class B Notes
Deutsche Banc Alex. Brown Inc.	\$ 30,000,000	\$ 87,750,000	\$ 93,734,000	\$12,600,000
Salomon Smith Barney Inc.	30,000,000	87,750,000	93,733,000	12,600,000
UBS PaineWebber Inc.	30,000,000	87,750,000	93,733,000	12,600,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	30,000,000	87,750,000	-0-	-0-
Total	\$120,000,000	\$351,000,000	\$281,200,000	\$37,800,000

In the Underwriting Agreement, the Underwriters will agree, subject to the terms and conditions set forth therein, to purchase all of the Offered Notes, if any Offered Notes are purchased.

Access Group will agree to pay the Underwriters total fees equal to \$2,365,040 for underwriting the Offered Notes.

The Underwriting Agreement provides that Access Group will indemnify the Underwriters against certain liabilities, including liabilities under applicable securities laws, or contribute to payments the Underwriters may be required to make in respect thereof.

Access Group has been advised by the Underwriters that the Underwriters propose initially to offer the Notes to the public at the public offering price set forth on the cover page of this Offering Memorandum, and to certain dealers at such prices less a concession not in excess of 0.06% per Class I A-1 Note, 0.138% per Class I A-2 Note, 0.162% per Class II A-1 Note and 0.45% per Class B Note. The Underwriters may allow and such dealers may reallow to other dealers a discount not in excess of 0.04% per Class I A-1 Note, 0.10% per Class I A-2 Note, 0.125% per Class II A-1 Note and 0.125% per Class B Note. After the initial public offering, such public offering prices, concessions and reallowances may be changed.

The Underwriters may engage in over-allotment, stabilizing transactions, syndicate covering transactions and penalty bids in accordance with Regulation M under the Exchange Act. Over-allotment involves syndicate sales in excess of the offering size, which creates a syndicate short position. Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specific maximum. Syndicate covering transactions involve purchases of the Notes in the open market after the distribution has been completed in order to cover syndicate short positions. Penalty bids permit an Underwriter to reclaim a selling concession from a syndicate member when the Notes originally sold by such syndicate member are purchased in a syndicate covering transaction to cover syndicate short positions. Such stabilizing transactions, syndicate covering transactions and penalty bids may cause the price of the Notes to be higher than it would otherwise be in the absence of such transactions. Such transactions, if commenced, may be discontinued at any time.

The Non-Offered Notes will not be purchased by the Underwriters, but are expected to be sold on the Date of Issuance at a price equal to 100% of the principal amount thereof pursuant to the Non-Offered Note Purchase Agreement. Deutsche Bank AG, New York Branch, which will act as agent in connection with the purchase of the Non-Offered Notes, is an affiliate of Deutsche Banc Alex. Brown Inc., an Underwriter of the Offered Notes.

Salomon Smith Barney Inc. and UBS PaineWebber Inc., Underwriters of the Offered Notes, and Bankers Trust Company, an affiliate of Deutsche Banc Alex. Brown Inc., provide certain banking services to Access Group in connection with its prior debt issuances. In addition, such entities or their affiliates may provide other banking services to Access Group in the future.

Rondy E. Jennings, a member of Access Group's board of directors, is a managing director with UBS PaineWebber, Inc.

LEGAL MATTERS

Certain legal matters relating to Access Group and federal income tax matters will be passed upon by Foley & Lardner. Certain legal matters will be passed upon for the Underwriters by Stroock & Stroock & Lavan LLP.

RATINGS

It is a condition to the Underwriters' obligation to purchase the Offered Notes that the Senior Notes be rated by two Rating Agencies in their highest respective rating categories and that the Class B Notes be rated by each such Rating Agency in one of its four highest respective rating categories. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time by the assigning rating agency. The ratings of the Notes address the likelihood of the ultimate payment of principal of and interest on the Notes pursuant to their terms.

REPORTS TO NOTEHOLDERS

Quarterly Servicing Reports containing information concerning the Financed Student Loans will be prepared by Access Group, based on information provided by the Servicer(s) and sent to the Trustee. The Trustee will send such reports to each Holder, and to each person requesting a copy thereof that is a Beneficial Owner (as evidenced to the satisfaction of the Trustee) while the Notes are in Book-Entry Form. See "Description of Notes—Book-Entry Registration." Access Group's current intention is to post the Quarterly Servicing Reports on its web site at www.accessgroup.org/investors; however, Access Group will not be obligated to continue this practice. Such reports are not audited and do not constitute financial statements prepared in accordance with generally accepted accounting principles.

Access Group has authorized the execution, delivery and distribution of this Offering Memorandum in connection with the offering and sale of the Notes.

ACCESS GROUP, INC.

By: /s/ Daniel R. Lau
President and CEO

Annex A

Global Clearance, Settlement and Tax Documentation Procedures

Except in certain limited circumstances, the globally offered Notes (the “Global Securities”) will be available only in book-entry form. Investors in the Global Securities may hold such Global Securities through any of DTC, Clearstream or Euroclear. The Global Securities will be tradable as home market instruments in both the European and U.S. domestic markets. Initial settlement and all secondary trades will settle in same-day funds.

Secondary market trading between investors holding Global Securities through Clearstream and Euroclear will be conducted in the ordinary way in accordance with their normal rules and operating procedures and in accordance with conventional Eurobond practice (*i.e.*, seven calendar day settlement).

Secondary market trading between investors holding Global Securities through DTC will be conducted according to the rules and procedures applicable to U.S. corporate debt obligations and prior asset-backed securities issues.

Secondary, cross-market trading between Clearstream or Euroclear and DTC Participants holding Notes will be effected on a delivery-against-payment basis through the respective European Depositaries of Clearstream and Euroclear (in such capacity) and as DTC Participants.

Non-U.S. holders (as described below) of Global Securities will be subject to U.S. withholding taxes unless such holders meet certain requirements and deliver appropriate U.S. tax documents to the securities clearing organizations or their participants.

Initial Settlement

All Global Securities will be held in book-entry form by DTC in the name of Cede & Co. as nominee of DTC. Investors’ interests in the Global Securities will be represented through financial institutions acting on their behalf as direct and indirect Participants in DTC. As a result, Clearstream and Euroclear will hold positions on behalf of their participants through their respective European Depositaries, which in turn will hold such positions in accounts as DTC Participants.

Investors electing to hold their Global Securities through DTC will follow DTC settlement practice. Investor securities custody accounts will be credited with their holdings against payment in same-day funds on the settlement date.

Investors electing to hold their Global Securities through Clearstream or Euroclear accounts will follow the settlement procedures applicable to conventional Eurobonds, except that there will be no temporary global security and no “lock-up” or restricted period. Global Securities will be credited to the securities custody accounts on the settlement date against payment in same-day funds.

Secondary Market Trading

Since the purchaser determines the place of delivery, it is important to establish at the time of the trade where both the purchaser’s and seller’s accounts are located to ensure that settlement can be made on the desired value date.

Trading Between DTC Participants. Secondary market trading between DTC Participants will be settled using the procedures applicable to prior asset-backed Securities issues in same-day funds.

Trading Between Clearstream and/or Euroclear Participants. Secondary market trading between Clearstream Participants or Euroclear Participants will be settled using the procedures applicable to conventional eurobonds in same-day funds.

Trading Between DTC Seller and Clearstream or Euroclear Participants. When Global Securities are to be transferred from the account of a DTC Participant to the account of a Clearstream Participant or a Euroclear Participant, the purchaser will send instructions to Clearstream or Euroclear through a Clearstream Participant or Euroclear Participant at least one business day prior to settlement. Clearstream or Euroclear will instruct the respective European Depository, as the case may be, to receive the Global Securities against payment. Payment will include interest accrued on the Global Securities from and including the last coupon payment date to and excluding the settlement date, on the basis of the actual number of days in that accrual period and a year assumed to consist of 360 days. For transactions settling on the 31st of the month, payment will include interest accrued to and excluding the first day of the following month. Payment will then be made by the respective Depository of the DTC Participant's account against delivery of the Global Securities. After settlement has been completed, the Global Securities will be credited to the respective clearing system and by the clearing system, in accordance with its usual procedures, to the Clearstream Participant's or Euroclear Participant's account. The securities credit will appear the next day (European time) and the cash debt will be back-valued to, and the interest on the Global Securities will accrue from, the value date (which would be the preceding day when settlement occurred in New York.) If settlement is not completed on the intended value date (*i.e.*, the trade fails), the Clearstream, or Euroclear cash debt will be valued instead as of the actual settlement date.

Clearstream Participants and Euroclear Participants will need to make available to the respective clearing systems the funds necessary to process same-day funds settlement. The most direct means of doing so is to preposition funds for settlement, either from cash on hand or existing lines of credit, as they would for any settlement occurring within Clearstream or Euroclear. Under this approach, they may take on credit exposure to Clearstream or Euroclear until the Global Securities are credited to their accounts one day later.

As an alternative, if Clearstream or Euroclear has extended a line of credit to them, Clearstream Participants or Euroclear Participants can elect not to preposition funds and allow that credit line to be drawn upon the finance settlement. Under this procedure, Clearstream Participants or Euroclear Participants purchasing Global Securities would incur overdraft charges for one day, assuming they cleared the overdraft when the Global Securities were credited to their accounts. However, interest on the Global Securities would accrue from the value date. Therefore, in many cases the investment income on the Global Securities earned during that one-day period may substantially reduce or offset the amount of such overdraft charges, although this result will depend on each Clearstream Participant's or Euroclear Participant's particular cost of funds.

Since the settlement is taking place during New York business hours, DTC Participants can employ their usual procedures for sending Global Securities to the respective European Depository for the benefit of Clearstream Participants or Euroclear Participants. The sale proceeds will be available to the DTC seller on the settlement date. Thus, to the DTC Participants a cross-market transaction will settle no differently than a trade between two DTC Participants.

Trading Between Clearstream or Euroclear Seller and DTC Purchaser. Due to time zone differences in their favor, Clearstream Participants and Euroclear Participants may employ their customary procedures for transactions in which Global Securities are to be transferred by the respective clearing system, through the respective Depository, to a DTC Participant. The seller will send instructions to Clearstream or Euroclear through a Clearstream Participant or Euroclear Participant at least one business day prior to settlement. In these cases Clearstream or Euroclear will instruct the respective Depository, as appropriate, to deliver the Global Securities to the DTC Participant's account against payment. Payment will include interest accrued on the Global Securities from and including the last coupon payment date to and excluding the settlement date, on the basis of the actual number of days in that accrual period and a year assumed to consist of 360 days. For transactions settling on the 31st of the month, payment will include interest accrued to and excluding the first day of the following month. The payment will then be reflected in the account of the Clearstream Participant or Euroclear Participant the following day, and receipt of the cash proceeds in the Clearstream Participant's or Euroclear Participant's account would be back-valued to the

value date (which would be the preceding day, when settlement occurred in New York). Should the Clearstream Participant or Euroclear Participant have a line of credit with its respective clearing system and elect to be in debt in anticipation of receipt of the sale proceeds in its account, the back-valuation will extinguish any overdraft incurred over that one-day period. If settlement is not completed on the intended value date (i.e., the trade fails), receipt of the cash proceeds in the Clearstream Participant's or Euroclear Participant's account would instead be valued as of the actual settlement date.

Finally, day traders that use Clearstream or Euroclear and that purchase Global Securities from DTC Participants for delivery to Clearstream Participants or Euroclear Participants should note that these trades would automatically fail on the sale side unless affirmative action were taken. At least three techniques should be readily available to eliminate this potential problem:

borrowing through Clearstream or Euroclear for one day (until the purchase side of the day trade is reflected in their Clearstream or Euroclear accounts) in accordance with the clearing system's customary procedures;

borrowing the Global Securities in the U.S. from a DTC Participant no later than one day prior to settlement, which would give the Global Securities sufficient time to be reflected in their Clearstream or Euroclear account in order to settle the sale side of the trade; or

staggering the value dates for the buy and sell sides of the trade so that the value date for the purchase from the DTC Participant is at least one day prior to the value date for the sale to the Clearstream Participant or Euroclear Participant.

Certain U.S. Federal Income Tax Documentation Requirements

A beneficial owner of Global Securities holding securities through Clearstream or Euroclear (or through DTC if the holder has an address outside the U.S.) will be subject to the 30% (or in some cases 31%) U.S. withholding tax that generally applies to payments of interest on registered debt issued by U.S. persons, unless (1) each clearing system, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business in the chain of intermediaries between the beneficial owner and the U.S. entity required to withhold tax complies with applicable certification requirements and (2) the beneficial owner takes one of the following steps to obtain an exemption or reduced tax rate:

Exemption for non-U.S. persons (Form W-8 BEN). Beneficial owners of Global Securities that are non-U.S. persons can obtain a complete exemption from the withholding tax by filing a signed Form W-8 BEN. If the information shown on Form W-8 BEN changes, a new Form W-8 BEN must be filed within 30 days of the change.

Exemption for non-U.S. persons with effectively connected income (Form W-8ECI). A non-U.S. person, including a non-U.S. corporation or bank with a U.S. branch, for which the interest income is effectively connected with its conduct of a trade or business in the United States, can obtain an exemption from the withholding tax by filing Form W-8ECI.

Exemption or reduced rate for non-U.S. persons resident in treaty countries (Form W-8 BEN). Non-U.S. persons that are beneficial owners residing in a country that has a tax treaty with the United States can obtain an exemption or reduced tax rate (depending on the treaty terms) by filing Form W-8 BEN.

Exemption for U.S. persons (Form W-9). U.S. persons can obtain a complete exemption from the withholding tax by filing Form W-9.

U.S. Federal Income Tax Reporting Procedure. The Global Securities holder files by submitting the appropriate form to the person through whom he holds (e.g., the clearing agency, in the case of persons holding directly on the books of the clearing agency). Forms W-8 BEN and W-8ECI are generally effective for three calendar years.

U.S. Person. As used in this annex, the term “U.S. person” means a beneficial owner of an Offered Note that is for United States federal income tax purposes

- a citizen or resident of the United States,
- a corporation or partnership created or organized in or under the laws of the United States or of any State thereof or the District of Columbia,
- an estate the income of which is subject to United States federal income taxation regardless of its source, or
- a trust if a court within the United States is able to exercise primary supervision of the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust.

As used in this annex, the term “non-U.S. person” means a beneficial owner of an Offered Note that is not a U.S. person.

This summary does not deal with all aspects of U.S. Federal income tax withholding that may be relevant to foreign holders of the Global Securities or with the application of the extensive withholding regulations that have detailed rules regarding the determination of beneficial ownership. Investors are advised to consult their own tax advisors for specific tax advice concerning their holding and disposing of the Global Securities.

**Important Notice About Information
Presented In This
Offering Memorandum**

You should rely only on the information provided in this Offering Memorandum. Access Group has not authorized anyone to provide you with different information. The Notes are not offered in any jurisdiction where the offer is not permitted.

Access Group has included cross-references in this Offering Memorandum to captions in this Offering Memorandum where you can find further related discussions. The following table of contents provides the pages on which the captions are located.

Some words and terms will be capitalized when used in this Offering Memorandum. You can find the definitions for these words and terms under the heading "Glossary of Certain Defined Terms" in this Offering Memorandum.

TABLE OF CONTENTS

SUMMARY OF TERMS	1
RISK FACTORS	9
INTRODUCTION	20
USE OF PROCEEDS	20
SOURCE OF PAYMENT AND SECURITY FOR THE NOTES	21
ACCESS GROUP, INC.	22
THE FINANCED STUDENT LOANS	26
SERVICING OF FINANCED STUDENT LOANS	47
DESCRIPTION OF THE FFEL PROGRAM	50
DESCRIPTION OF THE GUARANTEE AGENCIES	57
DESCRIPTION OF PRIVATE LOANS	67
DESCRIPTION OF NOTES	71
DESCRIPTION OF THE INDENTURE	78
GLOSSARY OF CERTAIN DEFINED TERMS	91
THE TRUSTEE AND THE ELIGIBLE LENDER TRUSTEE	98
UNITED STATES FEDERAL INCOME TAX CONSEQUENCES	98
STATE TAX CONSIDERATIONS	103
ERISA CONSIDERATIONS	103
UNDERWRITING	104
LEGAL MATTERS	105
RATINGS	105
REPORTS TO NOTEHOLDERS	106
ANNEX A-GLOBAL CLEARANCE, SETTLEMENT AND TAX DOCUMENTATION PROCEDURES	A-1

**Access Group, Inc.
Floating Rate Student Loan
Asset-Backed Notes, Series 2001**

\$120,000,000

Class I A-1

\$351,000,000

Class I A-2

\$281,200,000

Class II A-1

\$37,800,000

Class B

OFFERING MEMORANDUM

**Deutsche Banc Alex. Brown
Salomon Smith Barney
UBS PaineWebber Inc.
Merrill Lynch & Co.**

July 26, 2001