

**STANDARD
& POOR'S**

26 May 2010

Mr. Scott Giles
Chief Financial Officer
Missouri Higher Education Loan Authority
633 Spirit Drive
Chesterfield, MO 63005

Re: Higher Education Loan Authority of the State of Missouri Student Loan Asset-Backed Notes, Series 2010-2

Dear Mr. Giles:

Pursuant to your request for Standard & Poor's ratings, we have reviewed the information submitted to us and, subject to the enclosed *Terms and Conditions*, have assigned ratings to the above-referenced obligations as set forth in the table below.

| Higher Education Loan Authority of the State of Missouri Student Loan Asset-Backed Notes, Series 2010-2 | | | |
|---------------------------------------------------------------------------------------------------------|------------------------|---------------------------|--------|
| Series | Rated Principal Amount | Legal Final Maturity Date | Rating |
| 2010-2 | \$822,500,000 | August 27, 2029 | AAA |

The rating is not investment, financial, or other advice and you should not and cannot rely upon the rating as such. The rating is based on information supplied to us by you or by your agents but does not represent an audit. We undertake no duty of due diligence or independent verification of any information. The assignment of a rating does not create a fiduciary relationship between us and you or between us and other recipients of the rating. We have not consented to and will not consent to being named an "expert" under the applicable securities laws, including without limitation, Section 7 of the U.S. Securities Act of 1933. The rating is not a "market rating" nor is it a recommendation to buy, hold, or sell the obligations.

This letter constitutes Standard & Poor's permission to you to disseminate the above-assigned public rating to interested parties. Standard & Poor's reserves the right to inform its own clients, subscribers, and the public of the rating.

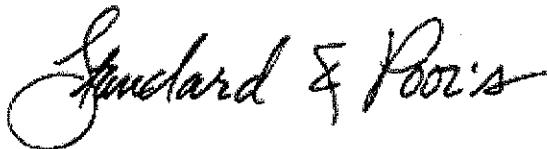
Standard & Poor's relies on the issuer and its counsel, accountants, and other experts for the accuracy and completeness of the information submitted in connection with the rating. This rating is based on financial information and documents we received prior to the issuance of this letter. Standard & Poor's assumes that the documents you have provided to us are final. If any subsequent changes were made in the final documents, you must notify us of such changes by sending us the revised final documents with the changes clearly marked.

To maintain the rating, Standard & Poor's must receive all relevant financial information, including all reports submitted to the trustee, as soon as such information is available. Placing us on a distribution list for this information would facilitate the process. You must promptly notify us of all material changes in the financial information and the documents. Standard & Poor's may change, suspend, withdraw, or place on CreditWatch the rating as a result of changes in, or unavailability of, such information. Standard & Poor's reserves the right to request additional information if necessary to maintain the rating. Please send all information available via electronic delivery to: Servicer_reports@sandp.com. For any information not available in electronic format, please send hard copies to: Standard & Poor's Ratings Services, 55 Water Street, 41st floor, New York, New York 10041-0003, Attention: ABS Surveillance Group.

Standard & Poor's is pleased to have the opportunity to be of service to you. For more information please visit our website at www.standardandpoors.com. If we can be of help in any other way, please contact us. Thank you for choosing Standard & Poor's and we look forward to working with you again.

Very truly yours,

Standard & Poor's Ratings Services,
a Standard & Poor's Financial Services LLC business

A handwritten signature in black ink that reads "Standard & Poor's". The signature is written in a cursive, flowing style. Below the signature is a horizontal line.

Analytical Contact: Jerry Kalmus

Encl.: Terms and Conditions

STANDARD & POOR'S

Standard & Poor's Ratings Services Terms and Conditions (U.S.) Applicable To Ratings

You understand and agree that:

General. The ratings and other views of Standard & Poor's Ratings Services ("Ratings Services") are statements of opinion and not statements of fact. A rating is not a recommendation to purchase, hold, or sell any securities nor does it comment on market price, marketability, investor preference or suitability of any security. While Ratings Services bases its ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, Ratings Services does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and Ratings Services' opinions should not be relied upon in making any investment decision. Ratings Services does not act as a "fiduciary" or an investment advisor. Ratings Services neither recommends or will recommend how an issuer can or should achieve a particular rating outcome nor provides or will provide consulting, advisory, financial or structuring advice.

All Rating Actions in Ratings Services' Sole Discretion. Ratings Services may assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, at any time, in Ratings Services' sole discretion. Ratings Services may take any of the foregoing actions notwithstanding any request for a confidential rating or a withdrawal of a rating, or termination of this Agreement. Ratings Services will not convert a public rating to a confidential rating.

Publication. Ratings Services reserves the right to use, publish, disseminate, or license others to use, publish or disseminate the rating and any analytical reports, including the rationale for the rating, unless you specifically request in connection with the initial rating that the rating be assigned and maintained on a confidential basis. If, however, a confidential rating or the existence of a confidential rating subsequently becomes public through disclosure other than by an act of Ratings Services, Ratings Services reserves the right to treat the rating as a public rating, including, without limitation, publishing the rating and any related analytical reports. Any analytical reports published by Ratings Services are not issued by or on behalf of you or at your request. Notwithstanding anything to the contrary herein, Ratings Services reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public ratings that have been withdrawn, regardless of the reason for such withdrawal. Ratings Services may publish explanations of Ratings Services' ratings criteria from time to time and nothing in this Agreement shall be construed as limiting Ratings Services' ability to modify or refine its ratings criteria at any time as Ratings Services deems appropriate.

Information to be Provided by You. You will promptly provide, or cause to be provided, to Ratings Services all information relevant to the rating and, if applicable, surveillance of the rating, including, without limitation, information on material changes to information previously supplied to Ratings Services. Ratings Services relies on you and your agents and advisors for the accuracy, completeness, timeliness or availability of the information submitted in connection with the rating and surveillance process. The rating, and the maintenance of the rating, may be affected by Ratings Services' opinion of the information received from you or your agents or advisors. You warrant that all information provided to Ratings Services by you or your agents or advisors is true, accurate and complete as of the date provided in all material respects. To the extent permitted by applicable law, you will indemnify and hold Rating Services and its affiliates harmless from and against any and all losses, damages, liabilities, costs, charges and expenses (including reasonable attorneys' fees) arising out of or relating to (i) any claim related to the accuracy, completeness, timeliness or availability of information provided to us by you or your agents or advisors, or (ii) any claim that the information provided by you or your agents or advisors infringes or violates the intellectual property rights of a third party.

Confidential Information. For purposes of this Agreement, "Confidential Information" shall mean information that you or your agents or advisors have provided to Ratings Services and, in a specific and particularized manner, have marked or otherwise indicated in writing that such information is "Proprietary and Confidential." Notwithstanding the foregoing, information disclosed by you or your agents or advisors shall not be deemed to be Confidential Information, and Ratings Services shall have no obligation to treat such information as Confidential Information, if such information (i) was substantially known by Ratings Services or its affiliates at the time of such disclosure, (ii) was substantially known to the public at the time of such disclosure, (iii) becomes substantially known to the public (other than by an act of Ratings Services) subsequent to such disclosure, (iv) is disclosed lawfully to Ratings Services or its affiliates by a third party subsequent to such disclosure, (v) is developed independently by Ratings Services or its affiliates without reference to the Confidential Information, (vi) is approved in writing by you for public disclosure, or (vii) is required by law or regulation to be disclosed by you or Ratings Services or its affiliates.

Ratings Services' Use of Information. Except as otherwise provided herein, Ratings Services shall not disclose Confidential Information to third parties. Ratings Services may use Confidential Information to assign, raise, lower, suspend, place on CreditWatch, or withdraw a rating, and assign or revise an Outlook, and may share Confidential Information with its affiliates engaged in the ratings business, provided that, in each case, the Confidential Information is not presented publicly in a way that can be directly tied to you and such affiliates are bound by appropriate confidentiality obligations. Ratings Services may also use, publish and share Confidential Information with any of its affiliates or agents engaged in the ratings or other financial services businesses, for modelling, benchmarking and research purposes, provided that, in each case, Confidential Information is not presented publicly in a way that can be directly tied to you and such

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Ratings Services Not an Expert, Underwriter or Seller under Securities Laws. Ratings Services has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. Ratings Services is not an "underwriter" or "seller" as those terms are defined under applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation Sections 11 and 12(a)(2) of the U.S. Securities Act of 1933. Rating Services has not performed the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with this engagement.

Office of Foreign Assets Control. Neither you nor the issuer (if you are not the issuer) is subject to economic, trade, or transactional sanctions imposed by the United States Government or any state government. None of you, the issuer (if you are not the issuer), or any of your or the issuer's owners, directors, officers, employees, or group companies appears on any list of known or suspected terrorists, terrorist organizations or other prohibited persons maintained by any agency of the United States Government or of any other jurisdiction in which you or the issuer or any of your or the issuer's group of companies are doing business, including but not limited to the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury. Neither you nor the issuer (if you are not the issuer) is owned or controlled, directly or indirectly, by any entity subject to such sanctions or appearing on such lists. You will promptly notify Ratings Services if any of these circumstances change.

Ratings Services' Use of Confidential Ratings. Ratings Services may use confidential ratings in its analysis of the debt issued by collateralized debt obligation (CDO) and other investment vehicles. Ratings Services may disclose a confidential rating as a confidential credit estimate to the managers of CDO and similar investment vehicles. Ratings Services may permit CDO managers to use and disseminate credit estimates on a limited basis and subject to various restrictions; however, Ratings Services cannot control any such use or dissemination.

Entire Agreement. Nothing in this Agreement shall prevent Ratings Services from acting in accordance with applicable laws, regulations and Ratings Services' policies as published from time to time. Subject to the prior sentence, this agreement constitutes the complete and entire agreement between the parties regarding its subject matter. The terms of this Agreement supersede any other terms and conditions relating to information provided to Ratings Services by you or your agents and advisors, including without limitation, terms and conditions of websites through which you or your agents and advisors make such information available to Ratings Services, and such terms and conditions shall not apply to Ratings Services.

Limitation on Damages. Ratings Services does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a rating or the results obtained from the use of such information. RATINGS SERVICES GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. Ratings Services, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to you or any other person, directly or indirectly, for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to the rating or the related analytic services even if advised of the possibility of such damages or other amounts. In furtherance and not in limitation of the foregoing, Ratings Services will not be liable in respect of any decisions alleged to be made by you or any other person as a result of the issuance of the rating or the related analytic services provided by Ratings Services hereunder or based on anything that may be perceived as advice or recommendations. In the event that Ratings Services is nevertheless held liable for monetary damages under this Agreement, in no event shall Ratings Services be liable in an aggregate amount in excess of three times the aggregate fees paid to Ratings Services for the rating giving rise to the cause of action during the twelve-months preceding the date the alleged claim has arisen, up to a maximum of US\$1,000,000. The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. Ratings Services does not waive any protections, privileges, or defenses it may have under law, including but not limited to, the First Amendment of the Constitution of the United States of America.

Survival of Terms and Conditions. These Terms and Conditions shall survive the termination of this Agreement.

No Third-Party Beneficiaries. Nothing in this Agreement, or the rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of the rating. No person is intended as a third party beneficiary of this Agreement or of the rating when issued.

Binding Effect. This Agreement shall be binding on, and inure to the benefit of, the parties hereto and their successors and assigns.

Severability. In the event that any term or provision of this Agreement shall be held to be invalid, void, or unenforceable, then the remainder of this Agreement shall not be affected, impaired, or invalidated, and each such term and provision shall be valid and enforceable to the fullest extent permitted by law.

Amendments. This Agreement may not be amended except in a writing signed by

authorized representatives of both parties.

Governing Law. This Agreement and the rating letter shall be governed by the internal laws of the State of New York. The parties irrevocably agree that the state and federal courts of New York located in the County of New York shall be the exclusive forums for any dispute arising out of or relating to this Agreement and the parties hereby consent to the personal jurisdiction of such courts.