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**COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT**

This Cohort Default Management Services Agreement (this "Agreement") is entered into as of the 29th day of December 2009, between GENERAL REVENUE CORPORATION ("GRC"), and EDUCATION MANAGEMENT LLC ("EMLLC").

WHEREAS, certain indirect subsidiaries of EMLLC operate post-secondary educational institutions (collectively, the "Schools");

WHEREAS, some of the students at the Schools who finance their education at the Schools with Federal Family Education Loan Program ("FFELP") and Federal Direct Loan Program ("FDLP") student loans;

WHEREAS, EMLLC desires to minimize the number of student loans accounts which default in their current year federal Cohort, as defined in 34 C.F.R. 668.181, et seq.; and

WHEREAS, GRC is in the business of providing Cohort Default Management Services, and desires to assist EMLLC with managing its Cohort Default Rate;

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

**I. CONTRACTING PARTIES:**

GRC is an Ohio corporation with its principal place of business at 11501 Northlake Drive, Cincinnati, Ohio 45249, and EMLLC is a Delaware limited liability company with its principal place of business located at 210 Sixth Avenue, 33<sup>rd</sup> Floor, Pittsburgh, Pennsylvania 15222. Each party warrants to the other party that the person executing this Agreement on its behalf is duly authorized to do so.

**II. BORROWER AND ACCOUNT PLACEMENT:**

During the term of this Agreement, EMLLC shall, at its sole discretion, designate certain student loan accounts (each an "Account", and collectively "Accounts") of students who are borrowers in its federal Cohort, as determined pursuant to 34 C.F.R. 668.183(b) (each a "Borrower", and collectively "Borrowers"), for each specific Cohort year being serviced by GRC, and GRC shall provide the applicable Services (as defined below in section III. Statement of Services to be Performed) with the goal to prevent Accounts from entering into default, and to minimize the EMLLC Cohort Default Rate, as such term is defined and calculated pursuant to 34 C.F.R. 668.181, et. seq. for that specific Cohort year.

**III. STATEMENT OF SERVICES TO BE PERFORMED:**

GRC shall provide EMLLC with specialized FFELP and FDLP student loan borrower default management services, including, without limitation, monitoring of Accounts to avoid delinquency and default of Accounts, contacting and informing Borrowers via telephone and mail regarding their Account, updating Borrower demographic information, obtaining Borrower and Account information from third party lenders, servicers and guarantors, file balancing all data files received to ensure all records are

harassment, or otherwise violate any applicable law or regulation in performing the Services under this Agreement. GRC shall be duly licensed and bonded in all states that require licensure and/or bonding for the provider of such Services as GRC is providing under this Agreement. GRC shall: (1) act prudently in accordance with customary and usual procedures for other cohort debt management companies which manage cohort debt similar to Accounts; and (2) use and exercise that degree of skill and attention that is customary with other cohort debt management companies which manage cohort debt similar to Accounts. GRC understands that the Students and Borrowers are customers of EMLLC, and GRC, and its agents, representatives and subcontractors, shall treat all Borrowers with courtesy and respect and shall be fair, courteous and professional in all dealing with the Borrowers.

L. FILE BALANCING.

GRC shall conduct file balancing (data integrity validation) on all data files received from EMLLC or any guarantor, lender or servicer and shall (1) ensure that all of the records are received and processed, and (2) review all such data files and compare records received to GRC's current database to ensure updates were received for all records and that no extra records were received. GRC shall transfer all such data files to and from GRC in mutually agreed upon consistent and predefined formats using FTP or a file exchange web site and established GRC procedures.

VI. FEE FOR SERVICES:

EMLLC shall pay GRC a one-time placement fee (the "Fee") per Account upon the designation of such Account in accordance with Article II of this Agreement as follows:

A. FISCAL YEAR 2009 AND SUBSEQUENT COHORTS.

For those Accounts for Borrowers who entered repayment during the period from October 1, 2008 through September 30, 2009 ("Fiscal Year 2009 Cohort") and subsequent Cohorts, EMLLC shall pay GRC a one-time placement fee of [Redacted] per Borrower.

[Redacted] Fiscal Year 2009 Cohort Accounts have been previously placed by EMLLC with GRC for Cohort Default Management Services prior to the execution of this Agreement under a former [Redacted] per Borrower fee agreement from a previous contract. These Accounts are subject to the [Redacted] fee per Borrower; therefore, EMLLC agrees to pay GRC a [Redacted] per Borrower fee for these [Redacted] previously-placed Accounts for a total of [Redacted].

In addition, [Redacted] Accounts were previously placed in Fiscal Year 2009 under the former [Redacted] per Borrower fee that have re-enrolled in school and will enter repayment in Fiscal Year 2010 or later fiscal year. EMLLC agrees to pay a [Redacted] per Borrower fee for these [Redacted] previously-placed Accounts for a total of [Redacted].