

**FIRST AMENDMENT TO
COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT**

THIS FIRST AMENDMENT TO COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT (this "Amendment") is made effective as of **June 24, 2010** by GENERAL REVENUE CORPORATION ("GRC") and ITT EDUCATIONAL SERVICES INC. ("ITT ESI").

WHEREAS, GRC and ITT ESI entered into that certain COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT dated as of January 24, 2010 (the "Agreement"); and

WHEREAS, GRC and ITT ESI now desire to amend the Agreement pursuant to the terms and conditions described herein; and

WHEREAS, GRC and ITT ESI are entering into this Amendment pursuant to Article IX, Section E of the Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, GRC and ITT ESI, intending to be legally bound, agree as follows:

1. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for such terms in the Agreement.
2. Article VI of the Agreement is hereby amended to now read:

A. FISCAL YEAR 2009 and FISCAL YEAR 2010 COHORTS.

Borrowers Assigned by ITT ESI to GRC Effective January 2010

Segment	Fiscal Year 2009 Borrowers	Fiscal Year 2010 Borrowers	Total Borrowers
Delinquent 1 (<150 days past due)	4,793 ✓	1,910 ✓	6,703
Delinquent 2 (>150 days past due)	6,573	510	7,083 ✓
Previously Resolved	2,043	752	2,795
Total	13,409	3,172	16,581

Segment #1 (\$30 Account Designation Fee and \$50 Cure Fee)

For those ~~8,993~~ 7,083 Fiscal Year 2009 and Fiscal Year 2010 "Delinquent 2" Borrowers and 1,910 Fiscal Year 2010 "Delinquent 1" Borrowers) Borrowers designated as Fiscal Year 2009 and Fiscal Year 2010 Accounts (in the table above) ITT ESI shall pay GRC a one-time Account designation fee of ~~\$30.00~~ per Borrower assigned by ITT ESI to GRC for Cohort Default Management Services.

Additionally, ITT ESI will pay GRC a performance bonus of ~~\$50.00~~ each time GRC brings an ITT ESI Borrower with a delinquent Account from 'Segment #1' (of the 8,993 Borrowers described above) into a current and up-to-date status for all loans that would impact the Fiscal Year 2009 and 2010 2-Year Cohort Default Rates if a default were to occur, thus preventing that Borrower from entering default status which would negatively impact ITT ESI schools' 2-Year Cohort Default Rates. This performance bonus shall be payable upon presentation of a detailed "cure" report which identifies the specific outcome (e.g., up-to-date payment, in-school deferment, unemployment deferment, military deferment, economic hardship forbearance, administrative forbearance, etc.) with the duration of the specific resolution method (if applicable) by specific ITT ESI Borrower.

Upon the finalization of the 2-Year Cohort Default Rates by the U.S. Department of Education for the Fiscal Year 2009 and Fiscal Year 2010 Cohorts, a performance bonus amount paid to GRC under the terms of this section shall be refunded to ITT ESI for each and every ITT ESI Borrower, who after appeal with the U.S. Department of Education, remains in the numerator as a defaulter and negatively impacts ITT ESI's 2-Year Cohort Default Rate as determined pursuant to 34 C.F.R. 668.183(b).

Segment #2 (\$0 Account Designation Fee and \$125 Cure Fee)

For those 4,793 Borrowers designated as Fiscal Year 2009 Accounts in the Fiscal Year 2009 "Delinquent 1" (in the table above) also known as "Segment #2" there will be no Account designation fee per Borrower assigned by ITT ESI to GRC for Cohort Default Management Services.

ITT ESI will pay GRC a performance bonus of ~~\$125.00~~ each time GRC brings an ITT ESI Borrower with a delinquent Account from the Fiscal Year 2009 "Delinquent 1", also known as the 4,793 Borrowers from "Segment #2", into a current and up-to-date status for all loans that would impact the Fiscal Year 2009 2-Year Cohort Default Rate if a default were to occur, thus preventing that Borrower from entering default status which would negatively impact ITT ESI schools' 2-Year Cohort Default Rates. This performance bonus shall be payable upon presentation of a detailed "cure" report which identifies the specific outcome (e.g., up-to-date payment, in-school deferment, unemployment deferment, military deferment, economic hardship forbearance, administrative forbearance, etc.) with the duration of the specific resolution method (if applicable) by specific ITT ESI Borrower.

Upon the finalization of the 2-Year Cohort Default Rates by the U.S. Department of Education for the Fiscal Year 2009 Cohort, a performance bonus amount paid to GRC under the terms of this section shall be refunded to ITT ESI for each and every ITT ESI Borrower, who after appeal with the U.S. Department of Education, remains in the numerator as a defaulter and negatively impacts ITT ESI's 2-Year Cohort Default Rate as determined pursuant to 34 C.F.R. 668.183(b).

GRC will make the Account billing reports available online, for viewing and printing at ITT ESI's convenience, by the 15th of the month following the prior month. Account billings are due and payable within the next 45 days. Designated student borrowers or "Accounts" will be documented in the account billing reports distributed by GRC to ITT ESI monthly

IN WITNESS WHEREOF, the parties have executed the Amendment to this Agreement.

ITT EDUCATIONAL SERVICES INC.
13000 North Meridian Street
Carmel, Indiana 46032-1404

GENERAL REVENUE CORPORATION
11501 Northlake Drive
Cincinnati, Ohio 45249-1643

By _____

By: _____

Dan Fitzpatrick
(Print Name)

Harold Wickline
(Print Name)

Title: Executive Vice President & Chief Financial Officer

Title: VP, COO, Contingency Services

Date: _____

Date: _____