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COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

This Cohort Default Management Services Agreement (this "Agreement") is entered into as of the 24th day of January 2010, between GENERAL REVENUE CORPORATION ("GRC"), and ITT EDUCATIONAL SERVICES, INC. ("ITT ESI").

WHEREAS, ITT ESI owns and operates post-secondary educational institutions (collectively, the "Schools");

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

WHEREAS, ITT ESI 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 ITT ESI 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 ITT ESI is a company with its principal place of business located at 13000 North Meridian Street Carmel, IN 46032-1404. 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 DESIGNATION:

During the term of this Agreement, ITT ESI shall, at its sole discretion, designate certain FFELP and FDLP 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 FFELP and FDLP lenders 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 ITT ESI 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 ITT ESI with specialized student loan borrower default management services, including, without limitation, monitoring of Accounts to avoid delinquency and default of Accounts, contacting delinquent Borrowers via telephone and mail regarding their Account in order to counsel the Borrowers on how to avoid default, updating Borrower demographic information, obtaining Borrower and Account information from third party servicers, file balancing all data files received to ensure all records are

VI. FEE FOR SERVICES:

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

FISCAL YEAR 2009 COHORT.

For those Accounts for Borrowers who entered repayment during the period from October 1, 2008 through September 30, 2009 ("Fiscal Year 2009 Cohort"), ITT ESI shall pay GRC a one-time Account designation fee of **\$30.00** per Borrower.

Additionally, ITT ESI shall pay GRC a performance bonus of **\$50.00** each time GRC brings an ITT ESI Borrower with a delinquent Account into a current and up-to-date status for all loans which would impact the Fiscal Year 2009 Cohort if a default were to occur, thus preventing that Borrower from entering default status which would negatively impact ITT ESI's school's cohort default rates. This performance bonus shall be payable upon the presentation of a detailed "cure" report which identifies the specific outcome (e.g., military deferment, unemployment deferment, administrative forbearance, economic hardship forbearance, etc.), the duration of the specific outcome (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 in 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 Fiscal Year 2009 Cohort 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.

VII. REPRESENTATIONS AND WARRANTIES OF GRC:

- A. GRC is duly organized, validly existing and in good standing under the laws of its state of incorporation and is duly qualified to do business, and is in good standing in every jurisdiction in which the nature of its business requires it to be so qualified. GRC has full corporate power and authority to enter into this Agreement and to carry out the provisions of this Agreement. GRC will comply with the laws of each state to the extent necessary to perform its obligations under this Agreement.
- B. This Agreement and all other instruments or documents to be delivered hereunder or pursuant hereto, and the transactions contemplated hereby, have been duly authorized by all necessary corporate proceedings of GRC.
- C. The execution and delivery of this Agreement by GRC hereunder and the compliance by GRC with all provisions of this Agreement do not conflict with or violate any applicable law, regulation, or order and do not conflict with or result in