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COHORT DEFAULT MANAGEMENT SERVICES AGREEMENT

This Cohort Default Management Services Agreement (this "Agreement") is entered into as of the 25th day of February, 2009, between GENERAL REVENUE CORPORATION ("GRC"), and ~~LINCOLN EDUCATIONAL SERVICES~~ (LINCOLN).
LINCOLN TECHNICAL INSTITUTE, INC.

WHEREAS, LINCOLN and its subsidiaries operate post-secondary educational institutions ("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, LINCOLN 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 LINCOLN 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 LINCOLN is a New Jersey corporation with its principal place of business at 200 Executive Drive, West Orange, NJ 07052. 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:

From time to time during the term of this Agreement, LINCOLN shall, at its sole discretion, designate certain student loan accounts (each an "Account", and collectively "Accounts") of students at its Schools 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 as being serviced by GRC, and GRC shall provide the applicable Services (as defined below) with the goal to prevent Accounts from entering into default, and to minimize LINCOLN 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 LINCOLN 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,

VI. FEE FOR SERVICES:

LINCOLN 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. For those accounts in Fiscal Year 2008-2009, LINCOLN shall pay a one time Placement fee per borrower of \$38.50
- B. For those Accounts in other Fiscal Year Cohorts after the Fiscal Year 2009 Cohort, LINCOLN shall pay a one-time placement Fee per Borrower, per Cohort year of \$38.50.

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 a breach of or default under any of the terms or provisions of any contract or agreement to which GRC is subject or by which it or its property is bound, nor does such execution, delivery, or compliance violate the by-laws or articles of incorporation or formation of GRC.
- D. This Agreement constitutes a legal, valid and binding obligation of GRC enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally and by equitable limitations on the availability of specific remedies, regardless of whether such enforceability is considered in a proceeding in equity or at law.
- E. There are no proceedings or investigations pending or, to GRC's knowledge, threatened against GRC, before any court, regulatory body, administrative agency or other tribunal or governmental instrumentality having jurisdiction over GRC or its properties (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, (iii) seeking any determination or ruling that might materially and adversely affect the performance by GRC of its obligations under, or the validity or enforceability of, this Agreement or (iv) that could have a material adverse effect on the Loans.