Wheeler Institute of Texas dba

Exhibit & NEW TUITION

Court Reporting Institute of Houston

13101 Northwest Freeway, Suite 100, Houston, Texas 77040 713-996-8300

ENROLLMENT CONTRACT FOR COURT REPORTING PROGRAM

Contract is to be completed in full, signed, and returned with \$100 registration fee.

| Social Security Number Date To Start School DAY SCHOOL |
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| Committee ()(2 , 3) , 0003 |
| NIGHT SCHOOL |
| R - Redacted by HELP Committee First Name R - Redacted by HELP Committee City Home Phone R - Redacted by HELP Committee Driver's License Number R - Redacted by Birth Date HELP Committee High School R - Redacted by HELP Committee R - Redacted by HELP Committee Fredacted by HELP Committee R - Redacted by |
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| Total and a side CDWI with |
| I understand that neither CRIH nor its representatives make any warranty or guarantee, stated or implied, as to the length of time it will take me to complete the court reporting program, as it is impossible to predict when any student will achieve each speed level. I may progress as rapidly as I am able after Theory lessons are completed; however, as a minimum, I must meet the standards set forth in CRIH's Statement of Satisfactory Progress. R Please Initial Please I |
| Attendance and/or academic information May May Not be released to my parents. I first learned about CRIH from (Please be specific.) 4 16 18 18 |

VAT-02-05-00365

TUITION AND FEES: There is a \$100 registration fee payable upon enrollment. Tuition for full-tire students is \$2,220 per quarter, and for half-time students turtion is \$1,200 per quarter. Sp. transgements may be made to pay tuition monthly. No it is charged on tuition. The total program is 108 Quarter Credit Hours. Students thust, or rent a stenowriter. The school's bookstore has rental macannes available for \$75 per quarter (3 months). Students who fail to return a rental stenowriter will be charged the full documented replacement cost of the stenowriter. Textbooks and supplies oast approximately \$900 spread throughout the course. There is a \$25 lab fee charged each quarter. Although the school operates a bookstore for student convenience, students are not required to purchase their books and supplies from the school's bookstore. Therefore, a student who completes the day school program in 2 1/2 years will have a total cost of approximately \$23,350, and a night school student in 5 years will have a total cost of approximately \$31,400. These are only approximations since it is impossible for the school, its representatives or agents to predict how long a student will take to complete the course of study. Tuition is charged as long as regular student enrollment is maintained. Each student's total cost will yary based upon length of time in school and hooks and supplies upon length of time in school and books and supplies used.

CANCELLATION AND REFUND POLICY: In all cases, the school's refund policy will meet or exceed the requirements of the Texas Education Code, Section 132,061. Refund calculations are based upon scheduled hours of attendance through the last day of attendance. All refunds will be consummated within 30 days after the effective date of termination. The "effective date of termination" for refund purposes will be the earliest of the consummated within 30 days after the enecute date of termination. The enecute date of termination for feture purposes will be used to the control of the student of the student is terminated by the school, (b) the date of receipt of written notice from the student, or (c) 10 school days following the last date of attendance. A full refund will be made to any prospective student who cancels the enrollment agreement within 72 hours (until midnight of the third day excluding Saturdays, Sundays, and legal holidays) after the enrollment agreement is signed and a tour of the facilities and equipment is made by a prospective student. After the 72-hour cancellation period, if an applicant does not enter school, any tuition paid will be refunded in full; however, there will be no refund of the \$100 registration fee. Students are charged tuition for one academic quarter at a time at the beginning of each academic quarter. If a student withdraws or is terminated after the 72-hour cancellation period, the refund policy will be applied as follows:

- a) If a student withdraws during the first week or one-tenth of the course, whichever is less, the school retains 10% of the calendar-year tuition,
- b) If a student withdraws after the first week or one-tenth of the course, whichever is less, but within the first three weeks or one-fifth of the course, whichever is less, the school retains 20% of the calendar-year tuition,
- c) If a student withdraws after the first three weeks or one-fifth of the course, whichever is less, but within the first quarter, the school retains 25% of the calendar-year tuition.
- d) If a student withdraws during the second quarter, the school retains 50% of the calendar-year tuition,
- c) If a student withdraws during the third quarter, the school retains 90% of the calendar-year tuition,
- f) If a student withdraws during the fourth quarter, the school retains 100% of the calendar-year tuition.

The above policy will be applied identically to each subsequent 12-month period or portion thereof. A full refund of tuition and fees is due and refundable in each of the following cases: (a) if an enrollee is not accepted by the school, (b) if the course of instruction is discontinued by the school and this prevents the student from completing the course, (c) if the student's enrollment was procured as a result of any misrepresentation in advertising or promotional materials of the school, or misrepresentations by the owner or representatives of the school.

VETERANS CANCELLATION AND REFUND POLICY: In the event a veteran or other student eligible for VA educational benefits fails to enter the course, or withdraws, or is discontinued therefrom at any time prior to completion (but after expiration of the aforementioned 72-hour cancellation period) of the approved program length for VA students, the amount charged to the student for tuition, fees, and other charges for the portion of the course shall not exceed \$10.00 (only if a registration fee is charged) plus the approximate pro rata portion of the total charges for tuition, fees, and other charges that the length of the completed portion of the course bears to its total length.

TERMS AND CONDITIONS:

I understand the Institute assists with employment, but no guarantee of job placement or amount of earnings is stated or implied.

I understand that the Institute's catalog is not to be considered a contract between the Institute and a prospective student; also that the Institute, at its sole discretion, reserves the right to make changes in graduation requirements, costs, curriculum, course structure and content, and the calendar of operation during the life of the catalog without notice of any kind. I acknowledge that I have received and read a copy of the school catalog. I acknowledge that I have read and fully understand this carollment contract and received a copy for my records. I understand that this contract is not binding until accepted by the Institute and the aforementioned 72-hour cancellation period has expired. I understand that the court reporting program is 108 quarter credits.

I understand that all of my personal financial obligations to the Institute must be discharged before grades, transcripts, etc., can be issued or a diploma awarded. I understand that students who obtain permission from the Dean to take an overload in any one quarter must pay the current per-quarter-hour fee for the extra courses. If I am accepted by the Institute, I will adhere to the standards of professional conduct which the Institute considers fundamental to the welfare of the Institute as a whole

RESOLUTION OF DISPUTES: Both the Student and the School recognize and agree that any disputes which may arise between the Student and the School should be resolved as quickly and as amicably as possible. Accordingly, the following procedure shall apply to the resolution of any dispute arising out of or in any way related to this Agreement, any amendments or addenda hereto, or the subject matter hereof, including any tort or contract claim

- (individually and collectively the "Dispute"):

 (1) The parties shall make an initial attempt, in good faith, to resolve the Dispute in accordance with the School's Student Complaint/Grievance Procedure.

 (2) If the Dispute cannot be resolved through the Student Complaint/Grievance Procedure, then the Dispute shall be resolved by binding arbitration between the parties. Arbitration is the referral of a dispute to one or more impartial persons for a final and binding determination and is designed for a quick practical, and inexpensive resolution of claims. The arbitration between the Student and the School will be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association and, to the extent not inconsistent with such rules, the Federal Arbitration Act, subject to the following modifications:
 - (a) The arbitration shall be conducted before a single arbitrator who shall be experienced in the resolution of commercial disputes

 - (a) The arbitration shall be conducted before a single arbitrator who shall be experienced in the resolution of commercial disputes.

 (b) The site of the arbitration shall be in the city of Dallas, Texas.

 (c) The substantive law which shall govern the interpretation of this Agreement and the resolution of any Dispute will be the law of the state of Texas.

 (d) The arbitration shall not include any party other than the Student and the School and shall not be joined or consolidated with any other arbitration.

 (e) In determining the appropriate relief to be awarded, the arbitrator shall not have jurisdiction to award (i) consequential or punitive damages to any party in the arbitration or (ii) either party its costs, expert witness or attorney's fees; provided that, if either restriction or jurisdiction conflicts with the substantive law applicable to the arbitration, the substantive law with respect to such restriction shall control. If attorney's fees are awarded under the substantive law pertaining to the arbitration, then the prevailing party shall be entitled to recover its reasonable attorney's fees. The maximum amount of such fees shall not exceed the ration of the recovery actually awarded the prevailing party to the total recovery sought by the prevailing party. (For example, if a party is awarded one-half of the recovery it sought, the maximum amount of attorney's fees to which it would be entitled would be one-half of its actual fees.) half of its actual fees.)
 - (f) The prevailing party in any of the following matters, without regard to Paragraph (e), shall be entitled to recover its reasonable attorneys' feet incurred in conjunction with such matters: (i) any motion which any party is required to make in the courts to compel arbitration of a dispute; or (ii) any appeal of an arbitration award, whether to the arbitrator or the courts, for the purpose of vacating, modifying, or correcting the award.
- (g) All aspects of arbitration proceeding, and any ruling, decision, or award by the arbitrator shall be strictly confidential. The parties shall have the right to seek relief in the appropriate court to prevent any actual or threatened breach of this provision.

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