2848 Form 2008) (Rav. June 2008) Department of the Treasury Internal Reviews Service	Power of At and Declaration of F ► Type or print. ► See the s	Representative		- 100 PULLER	No. 1545 15 Use C 1 by:	23.5.0
Part Power of Attorn Caution: Form 284	ey 8 will not be honored for any purpose other	than representation before the II	9 <i>S</i> .	Telephon Function		_
1 Taxpayer information. Te	xpayer(s) must sign and date this form on page	ge 2, line 9.		Date	1	1
Taxpayer name(s) and address Remington Colleges, Inc. 111 Center Street, Suite 2400 Little Rock, AR 72201		Social security number(s)	Emp num 27		ntificati 33936	
		Daytime telephone number Pla ( 501 ) 377-2000			an number (if applicabl	
10.00 10 10.00 000 100	epresentative(s) as attorney(s)-in-fact;					
and the second se	gn and date this form on page 2. Part II.			Carlos I.	1.00	_
Name and address		CAF No. 0302-49537R Toloboo No. 501-688-8859				

Jennifer R. Pierce 425 W. Capitol Avenue, Suite 1800 Little Rock, AR 72201	Telephone No. 501-688-8859 Fax No. 501-918-7859 Check if new: Address Telephone No. Fax No.
Name and address	CAF No. Telephone Ng. Fax No. Check if new: Address T Telephone No. Fax No.
Name and address	CAF No. Telephone No. Fax No. Check (I new: Address D Telephone No. D Fax No. D

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

Type of Tax (Income, Employment, Excise or Civil Penalty (see the instructions for la		Year(s) or Period(s) (see the instructions for line 3)
Income	1023, 990	2008, 2009, 2010, 2011, 2012
4 Specific use not recorded on Centralized check this box. See the instructions for Line	Authorization File (CAF). If the power of attorney is 4. Specific Uses Not Recorded on CAF	s for a specific use not recorded on CAF.
I (we) can perform with respect to the tax ma documents. The authority does not include the	thorized to receive and inspect confidential tax info titers described on line 3, for example, the authorit a power to receive refund checks (see line 6 below), to sign certain returns, or the power to execute a structions for more information.	y to sign any agreements, consents, or othe the power to substitute another representative
Exceptions. An unenrolled return preparer on See Unenrolled Return Preparer on page 1	annot sign any document for a taxpayer and may o of the instructions. An enrolled actuary may only r ar No. 230 (Circular 230). An enrolled retirement pla	epresent taxpayers to the extent provided in

to the extent provided in section 10.3(e) of Circular 230. See the line 5 instructions for restrictions on tax matters partners. In most cases, the student practicioner's (levels k and l) authority is limited (for example, they may only practice under the supervision of another practitioner).

List any specific additions or deletions to the acts otherwise authorized in this power of attorney:	
	1.14

8 Receipt of refund checks. If you want to authorize a representative named on line 2 to receive, BUT NOT TO ENDORSE OR CASH, refund checks, initial here \_\_\_\_\_\_ and list the name of that representative below.

Name of representative to receive refund check(s) >

For Privacy Act and Paperwork Reduction Act Notice, see page 4 of the instructions.

Cal. No. 11980J

7	Notices and comm	unications, Orininal n	otices and other written	communications will be e	ent to you and a conv to the first
	representative listed	on line 2.			
a b	If you also want the If you do not want i	second representative any notices or commun	isted to receive a copy nications sent to your rep	of notices and communitoresentative(s), check this	calions, check this box
8	Retention/revocati attorney on file with want to revoke a pr	on of prior power(s) the Internal Revenue S for power of attorney.	of attomey. The filing o Service for the same tax r check here.	f this power of attorney a natters and years or perio	automatically revokes all earlier power(s) of xds covered by this document. If you do not
9	Signature of taxpa otherwise, see the i trustee on behalf of	ryer(s). If a tax matter nstructions. If signed t the taxpayer, I certify	concerns a joint return, by a corporate officer, pa that I have the authority	both husband and wife	must sign if joint representation is requested ars partner, executor, raceiver, administrator, o behalf of the taxpayer.
	11 -1	1.			
	Ke-W	K		8-31-10	
		Signature		Date	Title (if applicable)
Kev	In Wilcox			Remington College	es, Inc.
	Print Na		PIN Number	Print name of lax;	payer from line 1 if other than individual
		Signature		Date	Title (if applicable)
	Print Na	me			
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EDITE DOI

Identification of Applicant

# 17053245305000



10

Department of the Treasury Internal Revenue Service

(Rev. June 2006)

Part

Form

Application for Recognition of Exemption

OMB No. 1545-0056

Under Section 501(c)(3) of the Internal Revenue Code

Note: If exempt status is approved, this application will be open for public inspection.

Use the instructions to complete this application and for a definition of all **bold** items. For additional help, call IRS Exempt Organizations Customer Account Services toll-free at 1-877-829-5500. Visit our website at **www.irs.gov** for forms and publications. If the required information and documents are not submitted with payment of the appropriate user fee, the application may be returned to you.

Attach additional sheets to this application if you need more space to answer fully. Put your name and EIN on each sheet and identify each answer by Part and line number. Complete Parts I - XI of Form 1023 and submit only those Schedules (A through H) that apply to you.

	Full name of organization (exactly as it appears in your organizin	g document)	2 c/o Name	(if appi	licab	ie)			
Rer	nington Colleges, Inc.	Kevin Wilcox, President							
3	Mailing address (Number and street) (see instructions)	Room/Suite	4 Employer Ide	ntification	n Nur	nber i	EIN)		
111	Center Street	2400		27-	3339	9369	Ì.		
	City or town, state or country, and ZIP + 4		5 Month the an	nual acc	ountir	ng pe	riod en	ds (01 -	12)
Litt	le Rock, AR 72201		12						
6	Primary contact (officer, director, trustee, or authorized repre-	esentative)							
	a Name: Kevin Wilcox, President		b Phone:		(501	) 37	7-200	0	
			c Fax: (optio	nai)					
7	Are you represented by an authorized representative, such as provide the authorized representative's name, and the name a representative's firm. Include a completed Form 2848, Power Representative, with your application if you would like us to c	and address of t of Attorney and	he authorized Declaration of	<u>.</u>			Yes		No
8	Was a person who is not one of your officers, directors, truste representative listed in line 7, paid, or promised payment, to it the structure or activities of your organization, or about your f provide the person's name, the name and address of the pers promised to be paid, and describe that person's role.	help plan, manag inancial or tax m	ge, or advise y hatters? If "Yes	ou abo	out	Z	Yes		N
9a	Organization's website:								
b	Organization's email: (optional)								
10	Certain organizations are not required to file an information re are granted tax-exemption, are you claiming to be excused in "Yes," explain. See the instructions for a description of organi Form 990-EZ.	om filing Form 9	90 or Form 99	0-EZ?	If		Yes	Ø	No
11	Date incorporated if a corporation, or formed, if other than a c	corporation. (N	MM/DD/YYYY)	05	/	30	1	2008	Y.
12	Were you formed under the laws of a foreign country? If "Yes," state the country.						Yes	Ø	N
For I	Paperwork Reduction Act Notice, see page 24 of the instructions.	Gat	No: 17133K		F	orm	1023	(Rev. 6-	200
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		POS	TMARK	R	ECE	IVE	D	1	
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Form	1023 (Rev. 6-2006)	Name: Remington Colleges, Inc.	EN: 27-3	33936	59	Pa	ige 2
Par	t Organization	al Structure					-
		including a limited liability company) file this form unless you can chec	, an unincorporated association, or a trust k "Yes" on lines 1, 2, 3, or 4.	to be	tax ex	empt.	
1	of filing with the appro		cles of incorporation showing certification of any amendments to your articles and	1 🛛	Yes		No
2	certification of filing with a copy. Include copies of	the appropriate state agency. Also, if of any amendments to your articles and	copy of your articles of organization showing you adopted an operating agreement, attach d be sure they show state filing certification. Id not file its own exemption application.		Yes	Ø	No
3	constitution, or other s		a copy of your articles of association, ated and includes at least two signatures.		Yes	Ø	No
	and dated copies of an	iy amendments.	of your trust agreement. Include signed		Yes		No
	and a start with a start of the second start of the		vithout anything of value placed in trust.		Yes	-	No
-	how your officers, direct	ctors, or trustees are selected.	showing date of adoption. If "No," explain	E E	Yes	0	No
21.53		visions in Your Organizing Doc		e the	Sector.	( nor all	-
to mi does	eet the organizational test not meet the organization	under section 501(c)(3). Unless you can al test, DO NOT file this application u	application, your organizing document contain check the boxes in both lines 1 and 2, your or ntil you have amended your organizing doc lication if you are a corporation or an LLC) with	rganizi ument	ng doc Submi	ument t your	
1	religious, educational, meets this requirement a reference to a particul	and/or scientific purposes. Check the Describe specifically where your or ular article or section in your organiz	ate your exempt purpose(s), such as char e box to confirm that your organizing docur ganizing document meets this requirement ing document. Refer to the instructions for the, and Paragraph): Page 2, ARTICLE SI	iment t, suci exem	n as	Ø	
2a	for exempt purposes, su confirm that your organi	ich as charitable, religious, educationa zing document meets this requirement	tation, your remaining assets must be used e I, and/or scientific purposes. Check the box by express provision for the distribution of a on, do not check the box on line 2a and go I	on line Issets	2a to upon	Ø	
2b		and there is a set of the set of	our dissolution clause (Page, Article, and I Article EIGHTH				
	See the instructions fo	그는 방송가 정말 것을 같아요. 같은 것은 것은 것은 것을 만들었다. 그는 것도 그 것을 모두 가지?	state law in your particular state. Check If			۵	
Par	and the second se	scription of Your Activities					
this in applie detail	nformation in response to cation for supporting deta is to this narrative. Remen ription of activities should	other parts of this application, you may its. You may also attach representative other that if this application is approved, be thorough and accurate. Refer to the	es in a narrative. If you believe that you have a summarize that information here and refer to copies of newsletters, brochures, or similar do it will be open for public inspection. Therefore instructions for information that must be inclu	the spe cumen , your ded in	ecific pa ts for si narrativ your de	arts of upport e	the ing
Par		n and Other Financial Arranger nd Independent Contractors	ments With Your Officers, Directors,	Trus	tees,		
1a	total annual compensat other position. Use actu	ion, or proposed compensation, for all al figures, if available. Enter "none" if r	ters, directors, and trustees. For each person services to the organization, whether as an compensation is or will be paid. If addition on what to include as compensation,	officer	, emplo	yee, c	
Name		Tale	Mailing address		ensation al actual		
See	attached						
				0			
						-	
				0			

Form 1023 (Rev. 6-2006)

Name: Remington Colleges, Inc.

Page 3

Part VI Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

b List the names, titles, and mailing addresses of each of your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation. Do not include officers, directors, or trustees listed in line 1a.

Name	Tinia	Mailing address	Compensation amount (annual actual or estimated)
See attached			

c List the names, names of businesses, and mailing addresses of your five highest compensated independent contractors that receive or will receive compensation of more than \$50,000 per year. Use the actual figure, if available. Refer to the instructions for information on what to include as compensation.

Name	Title	Mailing address	Compensation amount (annual actual or estimated)
See attached			

The following "Yes" or "No" questions relate to past, present, or planned relationships, transactions, or agreements with your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, and 1c.

2a	Are any of your officers, directors, or trustees related to each other through family or business relationships? If "Yes," identify the individuals and explain the relationship.		Yes	No
b	Do you have a business relationship with any of your officers, directors, or trustees other than through their position as an officer, director, or trustee? If "Yes," identify the individuals and describe the business relationship with each of your officers, directors, or trustees.	Ø	Yes	No
C	Are any of your officers, directors, or trustees related to your highest compensated employees or highest compensated independent contractors listed on lines 1b or 1c through family or business relationships? If "Yes," identify the individuals and explain the relationship.		Yes	No
3a	For each of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c, attach a list showing their name, qualifications, average hours worked, and duties.			
b	Do any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, or 1c receive compensation from any other organizations, whether tax exempt or taxable, that are related to you through common control? If "Yes," identify the individuals, explain the relationship between you and the other organization, and describe the compensation arrangement.	Z	Yes	No
4	In establishing the compensation for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed on lines 1a, 1b, and 1c, the following practices are recommended, although they are not required to obtain exemption. Answer "Yes" to all the practices you use.			
a	Do you or will the individuals that approve compensation arrangements follow a conflict of interest policy?	Ø	Yes	No
b	Do you or will you approve compensation arrangements in advance of paying compensation?	Z	Yes	No
¢	Do you or will you document in writing the date and terms of approved compensation arrangements?	Ø	Yes	No
_				 

		w. 6-2005) Name: Remington Colleges, Inc.	EIN	27 _ 3			P	age
Par	tV	Compensation and Other Financial Arrangements With Your Offic Employees, and Independent Contractors (Continued)	ers, Dir	ectors,	Trus	tees,	_	
d		u or will you record in writing the decision made by each individual who decide ensation arrangements?	ed or vol	ed on		Yes		M
e	similar compil	u or will you approve compensation arrangements based on information about com rly situated taxable or tax-exempt organizations for similar services, current compe- led by independent firms, or actual written offers from similarly situated organization tions for Part V, lines 1a, 1b, and 1c, for information on what to include as comper-	insation s ns? Refer	urveys		Yes		N
1		u or will you record in writing both the information on which you relied to base s source?	your de	cision		Yes		N
9	reaso	answered "No" to any item on lines 4a through 4f, describe how you set comp nable for your officers, directors, trustees, highest compensated employees, a ensated independent contractors listed in Part V, lines 1a, 1b, and 1c.						
5a	in App	you adopted a conflict of interest policy consistent with the sample conflict or bendix A to the instructions? If "Yes," provide a copy of the policy and explain een adopted, such as by resolution of your governing board. If "No," answer lin	how the	policy		Yes		N
ь		procedures will you follow to assure that persons who have a conflict of intere- nce over you for setting their own compensation?	st will no	t have				
c		procedures will you follow to assure that persons who have a conflict of intere- tice over you regarding business deals with themselves?	st will no	t have				
		A conflict of interest policy is recommended though it is not required to obtain tals, see Schedule C, Section I, line 14.	exempt	ion.				
6a	and his payme compe arrange determ	u or will you compensate any of your officers, directors, trustees, highest compensate ghest compensated independent contractors listed in lines 1a, 1b, or 1c through no ents, such as discretionary bonuses or revenue-based payments? If "Yes," describe insation arrangements, including how the amounts are determined, who is eligible f ements, whether you place a limitation on total compensation, and how you determ nine that you pay no more than reasonable compensation for services. Refer to the lines 1a, 1b, and 1c, for information on what to include as compensation.	on-fixed all non-l or such tine or wi	lixed	Ø	Yes		N
b	or you \$50,00 payme are or place more t	u or will you compensate any of your employees, other than your officers, direc or five highest compensated employees who receive or will receive compensation DD per year, through non-fixed payments, such as discretionary bonuses or rev ents? If "Yes," describe all non-fixed compensation arrangements, including ho will be determined, who is or will be eligible for such arrangements, whether y a limitation on total compensation, and how you determine or will determine th than reasonable compensation for services. Refer to the instructions for Part V, c, for information on what to include as compensation.	on of mo enue-ba w the an ou place at you p	re than sed nounts or will ay no	Ø	Yes		N
7a	trustee lines 1 whom length	u or will you purchase any goods, services, or assets from any of your officers, as, highest compensated employees, or highest compensated independent cor la, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to you make or will make such purchases, how the terms are or will be negotiate , and explain how you determine or will determine that you pay no more than Attach copies of any written contracts or other agreements relating to such purchase	ntractors make, fr ed at arm fair mar	listed in om t's ket		Yes		N
b	highes 1b, or will ma detern	u or will you sell any goods, services, or assets to any of your officers, director at compensated employees, or highest compensated independent contractors to 1c? If "Yes," describe any such sales that you made or intend to make, to what ake such sales, how the terms are or will be negotiated at arm's length, and ex- nine or will determine you are or will be paid at least fair market value. Attach on a contracts or other agreements relating to such sales.	isted in I om you i olain ho	ines 1a, nake or w you		Yes	Ø	N
	trustee	u or will you have any leases, contracts, loans, or other agreements with your o es, highest compensated employees, or highest compensated independent con (a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f.	tractors I		Ø	Yes		N
b	Descri	be any written or oral arrangements that you made or intend to make.						
		y with whom you have or will have such arrangements.						
		n how the terms are or will be negotiated at arm's length.						
	Explain	how you determine you pay no more than fair market value or you are paid at least fair	market va	alue,				
t	Attach	copies of any signed leases, contracts, loans, or other agreements relating to such	arranger	nents.				_
9a	which	u or will you have any leases, contracts, loans, or other agreements with any o any of your officers, directors, or trustees are also officers, directors, or trustee dividual officer, director, or trustee owns more than a 35% interest? If "Yes," p inition requested in lines 9b through 9f.	es, or in	which	Ø	Yes		N

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	Compensation and Other Financial Arrangements With Your Officers, Directors,	Trus	tees,		
	Employees, and Independent Contractors (Continued)				
	Describe any written or oral arrangements you made or intend to make. Identify with whom you have or will have such arrangements.				
	Explain how the terms are or will be negotiated at arm's length.				
	Explain how you determine or will determine you pay no more than fair market value or that you are				
	paid at least fair market value.				
t	Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.				
	Your Members and Other Individuals and Organizations That Receive Benefits F				
of yo	following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and o pur activities. Your answers should pertain to past, present, and planned activities. (See instructions.)	rgani	zations	s as p	art
1a	In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals.	Ø	Yes		N
b	In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations.	Ø	Yes		N
2	Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program.		Yes	Ø	N
3	Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds.		Yes	Ω.	N
	t VII Your History following "Yes" or "No" questions relate to your history. (See instructions.)			_	_
101		172			
1	Are you a successor to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G.	1421	Yes		N
2	Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E.		Yes	Ø	N
Par	t VIII Your Specific Activities				
The	following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropr vers should pertain to past, present, and planned activities. (See instructions.)	iate b	iox, Yo	sur	
ansv		-			
_	Do you support or oppose candidates in political campaigns in any way? If "Yes," explain.	Ц	Yes	Z	N
1	Do you support or oppose candidates in political campaigns in any way? If "Yes," explain. Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a.	-	Yes		100
1 2a	Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation		1227		N
1 2a b	Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Have you made or are you making an election to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money		Yes	0	N
1 2a b 3a	Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. Have you made or are you making an election to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. Do you or will you operate bingo or gaming activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. Revenue and expenses should be provided for the time periods specified		Yes Yes	Ø	N

	1023 (Rev. 6-2006) Name: Remington College	s, inc.	EIN: 27 - 3	222222	Page
-	VIII Your Specific Activities (Continued)				
4a	Do you or will you undertake fundraising? If "Ye conduct. (See instructions.)	s," che	ck all the fundraising programs you do or will	2 Yes	
	mail solicitations		phone solicitations		
	email solicitations		accept donations on your website		
	Personal solicitations	Ц	receive donations from another organization's	s website	
	<ul> <li>vehicle, boat, plane, or similar donations</li> <li>foundation grant solicitations</li> </ul>		government grant solicitations Other		
	Attach a description of each fundraising program	2			
b	Do you or will you have written or oral contracts for you? If "Yes," describe these activities, Includ and state who conducts them. Revenue and expe specified in Part IX, Financial Data. Also, attach a	e all re enses s	venue and expenses from these activities hould be provided for the time periods	🗌 Yes	⊠ N
c	Do you or will you engage in fundraising activities arrangements. Include a description of the organi of all contracts or agreements.			🗋 Yes	12 No
d	List all states and local jurisdictions in which you jurisdiction listed, specify whether you fundraise for organization, or another organization fundraises for	or your	own organization, you fundraise for another		
e	Do you or will you maintain separate accounts fo the right to advise on the use or distribution of fu			🗌 Yes	
	on the types of investments, distributions from the donor's contribution account. If "Yes," describe to be provided and submit copies of any written ma	his prog	gram, including the type of advice that may	0	
5	Are you affiliated with a governmental unit? If "Y	es," ex	plain.	Yes	No No
6a	Do you or will you engage in economic develop	ment?	If "Yes," describe your program.	T Yes	
1219	Describe in full who benefits from your economic promote exempt purposes.		[24 전 5월 1일 - 2017] 전 4 및 2017 - 2017 전 1 및 2017 전 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		
7a	Do or will persons other than your employees or each facility, the role of the developer, and any b developer and your officers, directors, or trustees	usiness		🗹 Yes	
b	Do or will persons other than your employees or "Yes," describe each activity and facility, the role relationship(s) between the manager and your offi	of the	manager, and any business or family	🗆 Yes	Z No
C	If there is a business or family relationship betwee directors, or trustees, identify the individuals, exp negotiated at arm's length so that you pay no mo contracts or other agreements.	lain the	relationship, describe how contracts are		
8	Do you or will you enter into joint ventures, inclu treated as partnerships, in which you share profit 501(c)(3) organizations? If "Yes," describe the act participate.	s and lo	osses with partners other than section	🛛 Yes	Ø No
9a	Are you applying for exemption as a childcare org lines 9b through 9d. If "No," go to line 10.	panizati	on under section 501(k)? If "Yes," answer	🗆 Yes	
b	Do you provide child care so that parents or care employed (see instructions)? If "No," explain how in section 501(k).			🗆 Yes	□ No
C	Of the children for whom you provide child care, enable their parents or caretakers to be gainfully you qualify as a childcare organization described	employ	ed (see instructions)? If "No," explain how	🗌 Yes	□ No
d	Are your services available to the general public? whom your activities are available. Also, see the in childcare organization described in section 501(k)	nstructi	에 나타는 가슴 가슴 가슴이 있다. 이는 것은 것은 것은 것을 것을 다 있다. 이는 것을 위해 가슴을 수 있는 것을 가슴을 가슴을 다 가슴을 가슴을 다 가슴을 다 가슴을 다 가슴을 다 가슴을 다 가 가 다 가 가 다 가 다 가 다 가 다 가 다 가 다 가 다	🗌 Yes	No.
10	Do you or will you publish, own, or have rights in scientific discoveries, or other intellectual proper own any copyrights, patents, or trademarks, whet determined, and how any items are or will be pro	ty? If " her fee	Yes," explain. Describe who owns or will s are or will be charged, how the fees are	🛛 Yes	🗆 No

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Form	(Rav. 6-2006) Name: Remington Colleges, Inc. EIN: 27 – 3339		Page 7
Par	t VIII Your Specific Activities (Continued)		
11	Do you or will you accept contributions of: real property; conservation easements; closely held securities; intellectual property such as patents, trademarks, and copyrights; works of music or art; licenses; royalties; automobiles, boats, planes, or other vehicles; or collectibles of any type? If "Yes, describe each type of contribution, any conditions imposed by the donor on the contribution, and any agreements with the donor regarding the contribution.	U Yes	⊠ No
12a	Do you or will you operate in a foreign country or countries? If "Yes," answer lines 12b through 12d, If "No," go to line 13a.	🗆 Yes	Z No
b	Name the foreign countries and regions within the countries in which you operate.		
	Describe your operations in each country and region in which you operate.		
d	Describe how your operations in each country and region further your exempt purposes.		
13a	Do you or will you make grants, loans, or other distributions to organization(s)? If "Yes," answer line 13b through 13g. If "No," go to line 14a.	s 🛛 Yes	No No
b	Describe how your grants, loans, or other distributions to organizations further your exempt purposes.	1.000	
	Do you have written contracts with each of these organizations? If "Yes," attach a copy of each contract.	Yes	V No
	Identify each recipient organization and any relationship between you and the recipient organization	6	
e	Describe the records you keep with respect to the grants, loans, or other distributions you make.		
1	Describe your selection process, including whether you do any of the following:		
	(i) Do you require an application form? If "Yes," attach a copy of the form.	Yes	No.
	(ii) Do you require a grant proposal? If "Yes," describe whether the grant proposal specifies your responsibilities and those of the grantee, obligates the grantee to use the grant funds only for the purposes for which the grant was made, provides for periodic written reports concerning the use of grant funds, requires a final written report and an accounting of how grant funds were used, and acknowledges your authority to withhold and/or recover grant funds in case such funds are, or appear to be, misused.	1	k∕ No
9	Describe your procedures for oversight of distributions that assure you the resources are used to further your exempt purposes, including whether you require periodic and final reports on the use o resources.	Ŕ	
14a	Do you or will you make grants, loans, or other distributions to foreign organizations? If "Yes," answer lines 14b through 14f. If "No," go to line 15.	🗌 Yes	No No
b	Provide the name of each foreign organization, the country and regions within a country in which each foreign organization operates, and describe any relationship you have with each foreign organization.		
C	Does any foreign organization listed in line 14b accept contributions earmarked for a specific count or specific organization? If "Yes," list all earmarked organizations or countries.	y 🗆 Yes	No No
đ	Do your contributors know that you have ultimate authority to use contributions made to you at you discretion for purposes consistent with your exempt purposes? If "Yes," describe how you relay this information to contributors.	r 🗌 Yes	🗆 No
8	Do you or will you make pre-grant inquiries about the recipient organization? If "Yes," describe thes inquiries, including whether you inquire about the recipient's financial status, its tax-exempt status under the Internal Revenue Code, its ability to accomplish the purpose for which the resources are provided, and other relevant information.	e 🗌 Yes	□ No
ſ	Do you or will you use any additional procedures to ensure that your distributions to foreign organizations are used in furtherance of your exempt purposes? If "Yes," describe these procedures including site visits by your employees or compliance checks by impartial experts, to verify that grafunds are being used appropriately.	☐ Yes a. nt	□ No

Form	1023 (Rev. 6-2006) Name: Remington Colleges, Inc. EIN 27 - 33	339369		Page 8
Pa	rt VIII Your Specific Activities (Continued)	0-00-		
15	Do you have a close connection with any organizations? If "Yes," explain.	Z Ye	es 🗌	No
16	Are you applying for exemption as a cooperative hospital service organization under section 501(e)? If "Yes," explain.	🗆 Ye	es <table-cell></table-cell>	No
17	Are you applying for exemption as a cooperative service organization of operating educational organizations under section 501(f)? If "Yes," explain.	Ve Ye	es 🛛	No
18	Are you applying for exemption as a charitable risk pool under section 501(n)? If "Yes," explain.	1 Ye	es 🖌	No
19	Do you or will you operate a school? If "Yes," complete Schedule B. Answer "Yes," whether you operate a school as your main function or as a secondary activity.	Z Ye	es 🗆	No
20	Is your main function to provide hospital or medical care? If "Yes," complete Schedule C.	Ye	es 🛛	No
21	Do you or will you provide low-income housing or housing for the elderly or handicapped? If "Yes," complete Schedule F.	□ Ye	es 🛛	No
22	Do you or will you provide scholarships, fellowships, educational loans, or other educational grants to incividuals, including grants for travel, study, or other similar purposes? If "Yes," complete Schedule H.	12 Ye	es [	] No

Note: Private foundations may use Schedule H to request advance approval of individual grant procedures.

Form 1023 (Rev. 6-2006)

Name, Remington Colleges, Inc.

EIN 27 - 3339369

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#### Part IX Financial Data

For purposes of this schedule, years in existence rafer to completed tax years. If in existence 4 or more years, complete the schedule for the most recent 4 tax years. If in existence more than 1 year but less than 4 years, complete the statements for each year in existence and provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. If in existence less than 1 year, provide projections of your likely revenues and expenses for the current year and the 2 following years, based on a reasonable and good faith estimate of your future finances for a total of 3 years of financial information. (See instructions.)

D-14		T	and the second se	of Revenues and			
	-	Type of revenue or expense	Current tax year (s) From 8/2010	(b) From, 1/2011	years or 2 succeedin (c) From 1/2012		1002 002000
			To 12/2010	To 12/2011	To 12/2012	To	(e) Provide Total for (a) through (d)
	1	Gifts, grants, and contributions received (do not include unusual grants)	0	0	0		0
10 - 10 - 10	2	Membership fees received	0	0	0		0
	3	Gross investment income	0	0	0		0
	4	Net unrelated business income	0	0	0		0
	5	Taxes levied for your benefit	0	0	0		0
Revenues	6	Value of services or facilities furnished by a governmental unit without charge (not including the value of services generally furnished to the public without charge)	0	0	o		0
Rev	7	Any revenue not otherwise listed above or in lines 9-12 below (attach an itemized list)	0	0	0		Q
	8	Total of lines 1 through 7	0	0	0		0
	1000	Gross receipts from admissions, merchandise sold or services performed, or furnishing of facilities in any activity that is related to your exempt purposes (attach itemized list)	15,043,190	203,906,004	224,153,443		443,102,638
	10	Total of lines 8 and 9	15,043,190	203,906,004	the second s		443,102,638
		Net gain or loss on sale of capital assets (attach schedule and see instructions)	65,000	841,109			1,805,444
Ĩ	12	Unusual grants	0	0	0		
	13	Total Revenue Add lines 10 through 12	15,108,190	204,747,113	225,052,778		444,908,082
1	14	Fundraising expenses	0	0	0		Contraction of the local data
	15	Contributions, gifts, grants, and similar amounts paid out (attach an Itemized list)	0	0	0		
	16	Disbursements to or for the benefit of members (attach an itemized list)	0	0	0		
ses		Compensation of officers, directors, and trustees	280,450	3,428,976	3,533,009		
neu	18 19	Other salaries and wages	5,714,556		Contraction of the Contraction o		
ă	19	Interest expense	1,425,925	17,158,977	17,404,594		ALCHING S
	20	Occupancy (rent, utilities, etc.)	1,681,914	23,491,349	25,058,342		
	21	Depreciation and depletion	527,024				
	22	Professional fees	150,000	2,191,124	2,407,131		
100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100 - 100	23	Any expense not otherwise classified, such as program services (attach itemized list)	5,167,473	72,863,913	83,165,374		
	24	Total Expenses Add lines 14 through 23	14,947,341	196,017,871	211,354,889		

	1023 (Rev. 6-2006) Name: Remington Colleges, Inc. EIN 27 - 11X Financial Data (Continued)				e 1
Pai	B. Balance Sheet (for your most recently completed tax year)	-	Year E	nd: 20	110
-	Assets		-	le doll	
1	CONTRACTOR OF A DECISION OF A DECISIONO OF A	1		15,000	10.00
2	Cash	2	-	5,604	
3	Inventories	3		3,004	1.0
4	Bonds and notes receivable (attach an itemized list)	4			1
5	Corporate stocks (attach an itemized list)	5			
6	Loans receivable (attach an itemized list)	6			
7	Other investments (attach an itemized list)	7			
8	Depreciable and depletable assets (attach an itemized list)	8	3	26,333	,57
9	Land	9			
10	Other assets (attach an itemized list)	10	2	02,052	,53
11	Total Assets (add lines 1 through 10)	11			
	Liabilities		2	18,990	-
12	Accounts payable	12		5,260	-
13	Contributions, gifts, grants, etc. payable	13	-	_	
14	Mortgages and notes payable (attach an itemized list)	14	_	31,293	-
15	Other liabilities (attach an itemized list)	15	_	12,436	
16	Total Liabilities (add lines 12 through 15)	16	2	18,990	,89
	Fund Balances or Net Assets				
17 18	Total fund balances or net assets Total Liabilities and Fund Balances or Net Assets (add lines 16 and 17)	17	2	18,990	90
19	Have there been any substantial changes in your assets or liabilities since the end of the period		Yes		N
Par	t X Public Charity Status				
Part s a	X is designed to classify you as an organization that is either a private foundation or a public chari more favorable tax status than private foundation status. If you are a private foundation, Part X is des rmine whether you are a private operating foundation. (See instructions.)				tati
Part s a dete 1a	more favorable tax status than private foundation status. If you are a private foundation, Part X is det rmine whether you are a private operating foundation. (See instructions.) Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.	ligned		her Ø	N
Part s a jete 1a	more favorable tax status than private foundation status. If you are a private foundation, Part X is det rmine whether you are a private operating foundation. (See instructions.) Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed.		to furt	her	N
Part s a dete 1a	more favorable tax status than private foundation status. If you are a private foundation, Part X is determine whether you are a private operating foundation. (See instructions.) Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document.	kigned	to furt	Ner V	N
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art sa jete 1a b 2 3 4	<ul> <li>more favorable tax status than private foundation status. If you are a private foundation, Part X is determine whether you are a private operating foundation. (See instructions.)</li> <li>Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.</li> <li>As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.</li> <li>Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.</li> <li>Have you attached either (1) an affidavit or opinion of coursol, (including a written affidavit or opiniof form a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are a private described as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation;</li> </ul>	n D	Yes Yes Yes Yes		2 2 2
art sa jete 1a b 2 3 4	more favorable tax status than private foundation status. If you are a private foundation, Part X is determine whether you are a private operating foundation. (See instructions.) Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions. As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2. Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI. Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinion from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation; or (2) a statement describing your proposed operations as a private operating foundation? If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking	n D	Yes Yes Yes Yes		2 2 2
Part s a jete 1a b 2 3 4	<ul> <li>more favorable tax status than private foundation status. If you are a private foundation, Part X is determine whether you are a private operating foundation. (See instructions.)</li> <li>Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.</li> <li>As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document or by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.</li> <li>Are you a private operating foundation? To be a private operating foundation you must engage directly arrying out these activities by providing grants to individuals or other organizations. If "Yes," go to the signature section of Part XI.</li> <li>Have you existed for one or more years? If "Yes," attach financial information showing that you are a private operating foundation of Part XI. If "No," continue to line 4.</li> <li>Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opinio from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sats forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation?</li> <li>If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking You may check only one box.</li> </ul>	n D	Yes Yes Yes	her 2 	NNN
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Part sa jete 1a b 2 3 4 5 a b	<ul> <li>more favorable tax status than private foundation status. If you are a private foundation, Part X is determine whether you are a private operating foundation. (See instructions.)</li> <li>Are you a private foundation? If "Yes," go to line 1b. If "No," go to line 5 and proceed as instructed. If you are unsure, see the instructions.</li> <li>As a private foundation, section 508(e) requires special provisions in your organizing document in addition to those that apply to all organizations described in section 501(c)(3). Check the box to confirm that your organizing document meets this requirement, whether by express provision or by reliance on operation of state law. Attach a statement that describes specifically where your organizing document meets this requirement, such as a reference to a particular article or section in your organizing document to by operation of state law. See the instructions, including Appendix B, for information about the special provisions that need to be contained in your organizing document. Go to line 2.</li> <li>Are you a private operating foundation? To be a private operating foundation you must engage directly in the active conduct of charitable, religious, educational, and similar activities, as opposed to indirectly carrying out these activities by providing grants to individuals or other organizations. If "Yes," go to line 3. If "No," go to the signature section of Part XI.</li> <li>Have you attached either (1) an affidavit or opinion of counsel, (including a written affidavit or opiniof from a certified public accountant or accounting firm with expertise regarding this tax law matter), that sets forth facts concerning your operations and support to demonstrate that you are likely to satisfy the requirements to be classified as a private operating foundation?</li> <li>If you answered "No" to line 1a, indicate the type of public charity status you are requesting by checking You may check only one box.</li> <li>The organization is not a private foundation because it is: 50</li></ul>	n D Schedu	Yes Yes Yes Yes	her 2 	N N N

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-	1023 (Rev. 6-2006)	Name: Remington Colleges, I	nc.	EIN: 27	- 3339369	Page 12
Pa	nt XII User Fee In	formation		_		
you s \$ max	r gross receipts have a 300. See instructions de payable to the Unit	not exceeded or will not exceed for Part XI, for a definition of gro ed States Treasury. User fees an	100 annually over a 4-year period, yo \$10,000 annually over a 4-year period. The subject to change. Check our web tes at 1-877-829-5500 for current inf	od, the re our check site at wy	quired user fee or money order ww.irs.gov and	payment er must be
						CD 11
1	If "Yes," check the bo	x on line 2 and enclose a user fee	expected to average not more than \$10 payment of \$300 (Subject to change- payment of \$750 (Subject to change-	-see abo		12 No
2			ee payment of \$300 (Subject to chang	and the second se		0
3	Check the box if you	have enclosed the user fee paym	ent of \$750 (Subject to change).			Ø
abb	clare under the penalties of lication, including the account	perjury that I am authorized to sign the reparying schedules and attachments,	his application on behalf of the above organ and to the best of my knowledge it is true,	correct, and	d completa.	
Sig		-WI	Kevin Wilcox		8-31-	10
He		fficer, Director, Trustee, or other	(Type or print name of signer)		(Date)	
	duthorized onk		President			
			(Type or print title or authority of signe	4		

Reminder: Send the completed Form 1023 Checklist with your filled-in-application. Form 1023 (Rev. 6-2006)

and the second second second

Form	1023 (Rev. 6-2006) Name, Remington Colleges, Inc.	EIN: 27 - 33	3936	9	Pag	e 1
-	Schedule B. Schools, Colleges, and Univer					
0	If you operate a school as an activity, complete Sch tion I Operational Information	ledule B		_		
					-	
1a	Do you normally have a regularly scheduled curriculum, a regular faculty of qualifi regularly enrolled student body, and facilities where your educational activities are on? If "No," do not complete the remainder of Schedule B.		M	Yes		No
Ъ	Is the primary function of your school the presentation of formal instruction? If "Y school in terms of whether it is an elementary, secondary, college, technical, or o If "No," do not complete the remainder of Schedule B.	es," describe your ther type of school.	Ø	Yes		No
2a	Are you a public school because you are operated by a state or subdivision of a explain how you are operated by a state or subdivision of a state. Do not comple Schedule B.			Yes	Ø	No
b	Are you a public school because you are operated wholly or predominantly from or property? If "Yes," explain how you are operated wholly or predominantly from or property. Submit a copy of your funding agreement regarding government fund complete the remainder of Schedule 8.	government funds		Yes	Z	No
3	In what public school district, county, and state are you located?					
4	Wore you formed or substantially expanded at the time of public school desegreg school district or county?	ation in the above		Yes	Ø	No
5	Has a state or federal administrative agency or judicial body ever determined that discriminatory? If "Yes," explain.	t you are racially		Yes	Ø	No
6	Has your right to receive financial aid or assistance from a governmental agency or suspended? If "Yes," explain.	ever been revoked		Yes	Ø	No
7	Do you or will you contract with another organization to develop, build, market, o facilities? If "Yes," explain how that entity is selected, explain how the terms of ar other agreements are negotiated at arm's length, and explain how you determine more than fair market value for services.	ny contracts or		Yes		No
	Note. Make sure your answer is consistent with the information provided in Part 1	VIII, line 7a.				
8	Do you or will you manage your activities or facilities through your own employee "No," attach a statement describing the activities that will be managed by others, persons or organizations that manage or will manage your activities or facilities, a managers were or will be selected. Also, submit copies of any contracts, propose other agreements regarding the provision of management services for your activit Explain how the terms of any contracts or other agreements were or will be nego how you determine you will pay no more than fair market value for services. Note. Answer "Yes" if you manage or intend to manage your programs through y or by using volunteers. Answer "No" if you engage or intend to engage a separate independent contractor. Make sure your answer is consistent with the information	the names of the and how these ad contracts, or les or facilities. tiated, and explain our own employees e organization or	Ø	Yes		No
	VIII, line 7b.					
Sec	tion II Establishment of Racially Nondiscriminatory Policy		_			
-	Information required by Revenue Procedure 75	-50.	19.52	105555	-22.5	0.00
1	Have you adopted a racially nondiscriminatory policy as to students in your orga bylaws, or by resolution of your governing body? If "Yes," state where the policy supply a copy of the policy. If "No," you must adopt a nondiscriminatory policy a before submitting this application. See Publication 557.	can be found or	L2	Yes	U	No
2	Do your brochures, application forms, advertisements, and catalogues dealing will admissions, programs, and scholarships contain a statement of your racially none policy?			Yes		No
	If "Yes," attach a representative sample of each document. If "No," by checking the box to the right you agree that all future printed materials content, will contain the required nondiscriminatory policy statement.	s, including website			• 🗆	
3	Have you published a notice of your nondiscriminatory policy in a newspaper of g that serves all racial segments of the community? (See the instructions for specifi "No," explain.			Yes	Ø	Na
4	Does or will the organization (or any department or division within it) discriminate basis of race with respect to admissions; use of facilities or exercise of student p administrative staff; or scholarship or loan programs? If "Yes," for any of the above the administrative staff; or scholarship or loan programs? If "Yes," for any of the above the administrative staff; or scholarship or loan programs? If "Yes," for any of the above the administrative staff; or scholarship or loan programs? If "Yes," for any of the above the administrative staff; or scholarship or loan programs?	rivileges; faculty or		Yes	Ø	No

Form 1023 (Rev. 5-2006)

Name: Remington Colleges, Inc.

#### Schedule B. Schools, Colleges, and Universities (Continued)

27 \_ 3339369 Pa

EIN:

Page 15

5 Complete the table below to show the racial composition for the current academic year and projected for the next academic year, of: (a) the student body, (b) the faculty, and (c) the administrative staff. Provide actual numbers rather than percentages for each racial category.

If you are not operational, submit an estimate based on the best information available (such as the racial composition of the community served).

Racial Category	(a) Stude	nt Body	(b) Fa	culty	(c) Administrative Staff		
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	
White	2,111	2,359	368	401	328	358	
Black	3,184	3,880	240	262	193	210	
Hispanic	1,157	1,244	39	43	50	55	
Asian	289	457	29	32	13	14	
Other	478	346	32	35	36	39	
Total	7,219	8,285	708	772	620	676	

6 In the table below, provide the number and amount of loans and scholarships awarded to students enrolled by racial categories.

<b>Racial Category</b>	Number o	f Loans	Amount of Loans		Number of S	cholarships	Amount of Scholarships		
	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	Current Year	Next Year	
White	1,843	2,010	2,900,734	3,163,138	66	72	76,181	83,073	
Black	2,082	2,270	1,013,409	1,105,084	70	76	62,274	67,907	
Hispanic	773	843	913,593	996,237	115	125	121,282	132,253	
Asian	195	213	334,148	364,375	27	29	19,313	21,060	
Other	291	317	495,505	540,329	27	29	21,737	23,704	
Total	5,184	5,653	5,657,388	6,169,164	305	333	300,786	327,996	

7a Attach a list of your incorporators, founders, board members, and donors of land or buildings, whether individuals or organizations.

b	Do any of these individuals or organizations have an objective to maintain segregated public or private school education? If "Yes," explain.	🗆 Yes	Ø No
8	Will you maintain records according to the non-discrimination provisions contained in Revenue Procedure 75-50? If "No," explain. (See instructions.)	🗹 Yes	🗆 No

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		e G. Successors to Other Organizations	_				2107	_	
1a	Are you a successor to a for-profit orga predecessor organization that resulted in	anization? If "Yes," explain the relationship wil n your creation and complete line 1b.	ih the			Yes		No	
b	Explain why you took over the activities of for-profit to nonprofit status.	or assets of a for-profit organization or convert	ed fro	m					
	taken or will take over the activities of an or more of the fair market value of the ne relationship with the other organization th	re you a successor to an organization other than a for-profit organization? Answer "Yes" if yo aken or will take over the activities of another organization; or you have taken or will take over r more of the fair market value of the net assets of another organization. If "Yes," explain the elationship with the other organization that resulted in your creation. trovide the tax status of the predecessor organization.							
	Did you or did an organization to which y	you are a successor previously apply for tax ei on of the Code? If "Yes," explain how the app				Yes	Ø	No	
	revoked or suspended? If "Yes," explain. re-establish tax exemption.	exemption of an organization to which you are Include a description of the corrections you n				Yes	Ø	No	
0	Explain why you took over the activities of	or assets of another organization.			_				
3	Name: Education America, Inc. Address: 500 International Parkway, S	of the predecessor organization and describe uite 200, Heathrow, FL 32746-5000 holders, officers, and governing board membe		EIN		1 - 064 or orga		ń,	
31	Attach a separate sheet if additional spa	ce is needed.					_		
	Name	Address		Sha	re/Inte	rest (If a	for-pr	ofit)	
	See attached		nora						
			00522						
5	describe the relationship in detail and inc	4, maintain a working relationship with you? Jude copies of any agreements with any of the these persons own more than a 35% interest.	ose pe		Ø	Yes		No	
6a	If "Yes," provide a list of assets, indicate	gift or sale, from the predecessor organization the value of each asset, explain how the value valable. For each asset listed, also explain if the	e was	ba -	Ø	Yes		No	
b	Were any restrictions placed on the use	or sale of the assets? If "Yes," explain the rest	riction	S.		Yes	Z	No	
c	Provide a copy of the agreement(s) of sa	le or transfer.							
7	II "Yes," provide a list of the debts or liab	rom the predecessor for-profit organization to pilities that were transferred to you, indicating and the name of the person to whom the debt	the an		Ø	Yes		No	
8	Will you lease or rent any property or equ for-profit organization, or from persons list persons own more than a 35% interest?	upment previously owned or used by the pred sted in line 4, or from for-profit organizations in If "Yes," submit a copy of the lease or rental a the property or equipment was determined.	n which	h these	Ø	Yes		No	

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9	Will you lease or rent property or equipment to persons listed in line 4, or to for-profit organizations	1 Yes	V No
	In which these persons own more than a 35% interest? If "Yes," attach a list of the property or equipment, provide a copy of the lease or rental agreement(s), and indicate how the lease or rental value of the property or equipment was determined.		

	1023 (Rev. 6-2006) Name: Remington Colleges, Inc.		27 - 33	10000	2 h 1	Page 2
ira	edule H. Organizations Providing Scholarships, Fellowships, Educational Lo hts to Individuals and Private Foundations Requesting Advance Approval of	Indiv	idual (			
Sec	tion I Names of individual recipients are not required to be listed in Sch Public charities and private foundations complete lines 1a through instructions to Part X if you are not sure whether you are a public foundation.	n 7 of	this s			e the
1000	Describe the types of educational grants you provide to individuals, such as scholarship Describe the purpose and amount of your scholarships, fellowships, and other education award.		1-22. A (A) (A)			
d	If you award educational loans, explain the terms of the loans (interest rate, length, forgi Specify how your program is publicized. Provide copies of any solicitation or announcement materials. Provide a sample copy of the application used.	veness	s, etc.).			
2	Do you maintain case histories showing recipients of your scholarships, fellowships, edu loans, or other educational grants, including names, addresses, purposes of awards, am grant, manner of selection, and relationship (if any) to officers, trustees, or donors of fun "No," refer to the instructions.	ount c	of each		Yes	12 N
3	Describe the specific criteria you use to determine who is eligible for your program. (For criteria could consist of graduating high school students from a particular high school w scholarly works about American history, etc.)	exam ho will	ple, elig attend	colle	select ge, wri	ion ters of
4a	Describe the specific criteria you use to select recipients. (For example, specific selectio academic performance, linancial need, etc.)	n crite	ria coul	ld con	isist of	prior
	Describe how you determine the number of grants that will be made annually.					
	Describe how you determine the amount of each of your grants.				3.7	
d	Describe any requirement or condition that you impose on recipients to obtain, maintain (For example, specific requirements or conditions could consist of attendance at a four- grade point average, teaching in public school after graduation from college, etc.)	, or qu year ci	ollege, i	maint	wai or aining	a grant. a certain
5	Describe your procedures for supervising the scholarships, fellowships, educational loan Describe whether you obtain reports and grade transcripts from recipients, or you pay g an arrangement whereby the school will apply the grant funds only for enrolled students describe your procedures for taking action if the terms of the award are violated.	rants (	directly	to a s	chool	under
6	Who is on the selection committee for the awards made under your program, including members, criteria for committee membership, and the method of replacing committee m			ent c	ommiti	tee
7	Are relatives of members of the selection committee, or of your officers, directors, or su contributors eligible for awards made under your program? If "Yes," what measures are ensure unbiased selections?			Z	Yes	□ N
	Note. If you are a private foundation, you are not permitted to provide educational grants t persons. Disqualified persons include your substantial contributors and foundation manage certain family members of disqualified persons.	o disqu rs and	ualified			
Sec	tion II Private foundations complete lines 1a through 4f of this section. I complete this section.	Public	chari	ties c	to not	t
1a	If we determine that you are a private foundation, do you want this application to be considered as a request for advance approval of grant making procedures?		Yes		No	
b	For which section(s) do you wish to be considered?	8	1.20			
	<ul> <li>4945(g)(1)—Scholarship or fellowship grant to an individual for study at an educational 4945(g)(3)—Other grants, including loans, to an individual for travel, study, or other si</li> </ul>	notion				
	purposes, to enhance a particular skill of the grantee or to produce a specific produc	t	_			STO
_	Do you represent that you will (1) arrange to receive and review grantee reports annually		Yes		No	
2	and upon completion of the purpose for which the grant was awarded, (2) investigate diversions of funds from their intended purposes, and (3) take all reasonable and appropriate steps to recover diverted funds, ensure other grant funds held by a grantee are used for their intended purposes, and withhold further payments to grantees until yo obtain grantees' assurances that future diversions will not occur and that grantees will take extraordinary precautions to prevent future diversions from occurring?	U				

Form	1023 (Rev. 6	5-2006)	Name	Reming	gton Col	leges, In	IC.			-	EIN:	27 -	333936	9	Pag	e 26
Gra		Organiza dividuals														es
Sec	tion II	Private I complet					a thro	ugh 4f o	f this s	ection. F	Public	cha	rities (	io no	ot	
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ь	circumsta education 80-39, 19 requirem	comply with ances test f nal institutio 980-2 C.B. ents, object is? (See line	for schol on as se 772, wh tive basi	larships, t forth in ich apply s of sele	fellowsh Revenue to indu ction, en	ips, and e Proced cement, nploymer	education lures 76 selection nt, count	onal loans -47, 1976 n commit se of stud	s to atter -2 C.B. tee, eligi ly, and c	nd an 670, and bility		Yes		No		
c		or will you p nal institutio							ans to at	tend an		Yes		No		N//
	actually o	will you aw considered provided by	by the s	election	committe	ee in sele	ecting n					Yes		No		
d		n to children							nd an ed	ucational		Yes		No		N/4
	actually of	will you aw considered provided by	by the s	election	committe	ee in seli	ecting re	ecipients	of grants	in that		Yes		No		
0	institution or fewer (whether	ovide schol n to children of the num or not they res 76-47 a	the of emp ber of en y submitt	ployees of mployees ted an ap	of a parti s' childre	cular em	ployer, an be si	will you a hown to t	ward gra	ants to 10 e for gran	%	Yes		No		NI
	without s	describe ho submitting a on about th n. If "No," g	an applic he expec	ation, su	ich as b)	obtainin	ng writte	en statem	ents or c	other						
		atistical or s 985-2 C.B.	10 C				ptable.	See Reve	nue Proc	cedure						
1	institution 25% limit award gr be consil significan circumsta nor a sig	ovide scholi n to childrer itation descri- ants based dered comp nt benefit to ances that prificant ben atisfy either	in of emp cribed in I on facts pensation the part you belie nefit to the	bloyees of line 4d, of s and cirr n for pas ticular er eve will of he partici	of a parti or the 10 cumstan it, preser mployer? demonstr ular emp	cular em )% limita ces that nt, or futu 1 f "Yes," rate that loyer. In	ployer w tion des demons ure serv " descrii the grar your ex	without re- scribed in strate that ices or of be the fac- nts are ne planation	gard to e line 4e, the gran herwise tts and ither cor describ	either the will you nts will no provide a npensator e why you	t Y	Yes		No		

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JOILY N. BAKER ROBERT C. BALEF W. CHRISTOPHER HARRIER SHERRY P. BARTLEY STEVE BAUMAN R. T. BEARD, III C. DOUGLAS BUFORD, JR. DURNIE BURNER! FREDENICS K. CAMPBELL MICHELLE H. CAULEY CHANLES B. CLIETT, JR. KEN COOK ELISABETH S. DELARGY" DOAK FOTTER? BYRON FREELAND ALLAN GATES KATHLYN ORAVES HANGLO W. HAMUN JEPVREY W. HATFIELD L. KYLE HEFFLEY DONALD H. HENRY

M. SAMUEL JONES III JOHN ALAN LEWIS WALTER E. MAY LANCE R. MILLER STUART P. MILLER T. AKK MONROE, UIF MARSHALLS NEV ANNE S. PARKER LAKRY PARKST LYN P. PRUTT CHRISTOPHER T. ROCERS JEFFREY L. SINGLETON DESIGN W. SMITH? STAN D. SMITH MARCELLA J. TAYLOR JEFFREY THOMAS WILLIAM H.L. WOODYARD, III, P.A. WALTER O. WRIGHT, JR. LEIGH ANNE YEAROAN

425 WEST CAPITOL AVENUE, SUITE 1800 LITTLE HOCK, ARKANSAS 72201-3525 TELEPHONE 501-688-8800 FAx 501-688-8807

TRAV BAXTER CORY D. CHILDS COURTNEY C. CHOUCH, ILI MECAN GAMMILL SJENNY T. GARRETT SHILL GRIMSLEY DREWYOR ALEX T. GRAY JOHN K. HARRIMAN \*DELENA C. HURST ITORUCE MCCANDLESS III BEN D. JACKSON CHRISTOPHER & MCNULTY

MARCARET A. JOHNSTON TONY JUNRAU BRIAN A. PIPKIN JEFFREY L. SPILLYARDS ZACHARY T. STEADMAN MARY CATHERINE WOOD

> OF COUNSEL JOSEPH W. GELENE AITERMANN IVESTER **1H. MAURICE MITCHRLL** JOHN S. SELIG HICHARD A. WILLIAMS

COUNSEL

PHEATING M. BELL

JEFFHEN H DIXON

TODD L. NEWTON JENNIFER R. FIRECE

**PRANDE REICHEL** 

TOD YESLOW

FKAREN P. FREEMAN

PANTON L. JANIK, JR.

ULLIE M. POMERANTZ

J. SCOTT SCHALLHORN

HARRY G. SKOLNICK BRIAN A. VANDIVER

\*CATHERINE M. CORLESS

I ONLY ADMITTER IN TELES отто на Плетен и се Сполни и како Акканска 3 Асметто на Арибола, Техна ако Акканска 4 Онци Алистико на Техна ако Акканска 4 Онци Алистико на Техна Ако Села un Dene В Онах Алинтетен и Транодорски има Трака 5 Алинтетен и Гласована как Алсковска 7 Аринтетен и Сарагиана как Алсковска 7 Аринтетен Сарагиана как Алсковска 8 Алинтетен и Сарагиана как Алсковска 8 Алинтетен и Стаканана как Алсковска 10 Алинтетен и Трака как Алсковска 11 Алинтетен и Стаканана как Алсковска 12 Онах Алинтетен Как Алсковска 13 Онах Алинтетен Как Алсковска 13 Онах Алинтетен Каканана 13 Онах Алинтетен Каканана 14 Онах Алинтетен Каканана 15 Онах Алинтетен и Каканана 16 Алинтетен и Каканана 16 Алинтетен и Каканана 16 Алинтетен и Каканана 16 Алинтетен и Каканана Ала Описка Алинтетен Баканана Ала Описка Алинтетен Баканана Ала Описка Алинтетен Баканана Ала Описка Алинтетен Баканана Ала Описка Алинтетен Баканана

WRITER'S DIRECT DIAL 501-688-8859

August 31, 2010

Internal Revenue Service 201 West Rivercenter Blvd. Attn: Extracting Stop 312 Covington, KY 41011

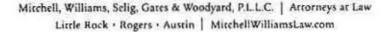
> Re: Remington Colleges, Inc. EIN: 27-3339369 FORM 1023, EXPEDITE REQUEST

Ladies and Gentlemen:

This firm represents the above-referenced entity. A copy of Form 2848 is enclosed. We arc writing to request an expedited processing of our Form 1023, Application for Recognition of Exemption under Section 501(c)(3) of the Internal Revenue Code.

Remington Colleges, Inc. (the "College") was formed to acquire and operate twenty postsecondary educational institutions which are colleges (collectively, the "Schools") that are currently being operated as for-profit institutions by various wholly-owned corporate subsidiaries of Education America, Inc. ("Education America").

The enclosed Letter of Intent which describes the general terms of the purchase of the Schools by the College from Education America and its subsidiaries was signed on August 31, 2010.





MITCHELL WILLIAMS

Jennifer R. Pierce Direct Dial; 501-688-8859 Fax: 501-918-7859 E-mail: jpierce@mwlaw.com 425 West Capitol Avenue, Suite 1800 Little Rock, Arkanses 72201-3525 Telephone: 501-688-8800 Fax: 501-688-8807

August 31, 2010

### VIA FEDERAL EXPRESS

Internal Revenue Service 201 West Rivercenter Blvd. Attn: Extracting Stop 312 Covington, KY 41011

> Re: Remington Colleges, Inc. EIN: 27-3339369

Ladies and Gentlemen:

Enclosed for processing are the following documents:

- Application for Recognition of Exemption (Form 1023);
- 2. Expedite request;
- 3. User fee in the amount of \$850.00; and
- 4. Power of Attorney and Declaration of Representative (Form 2848).

If you have any questions concerning this matter, please contact me.

Very truly yours,

MITCHELL, WILLIAMS, SELIG, GATI 2 & WOOI ennife

:jp Enclosures cc: Mr. Jackson Farrow (w/ encl.) Mr. H. Watt Gregory, III (w/ encl.)

1523700.1

# **REMINGTON COLLEGES, INC.**

EIN: 27-3339369

Application for Recognition of Exemption Under § 105(c)(3) of Internal Revenue Code (Form 1023)

# REMINGTON COLLEGES, INC. EIN: 27-3339369

### EXHIBITS

- 1. Form 2848, Power of Attorney and Declaration of Representative
- 2. Expedite Request
- Application for Recognition of Exemption (Form 1023), including Schedule B, Schedule G and Schedule H
- Articles of Incorporation (filed with the Arkansas Secretary of State on May 30, 2008)
- Articles of Amendment with Restatement (filed with the Arkansas Secretary of State on August 2, 2010)
- 6. Articles of Amendment (filed with the Arkansas Secretary of State on August 11, 2010)
- 7. Bylaws
- 8. Documentation of Nondiscriminatory Policy for Schools as required by Schedule B
- Attachments to Form 1023
- 10. Application for Enrollment Agreement
- 11. 2010 College Catalog
- 12. Conflict of Interest Policy
- 13. Stephens Retirement Services Investment Management and Plan Services Agreement
- 14. Employment Application
- 15. Employee Handbook
- 16. Letter of Intent
- 17. Employment Agreement Form for the Management Employees
- 18. Excerpt of Education America Balance Sheet as of June 30, 2010
- 19. Lease Form for the Affiliate Leases
- 20. Information about the Imagine America Scholarship Program
- 21. Financial Aid and Other Financial Assistance with Remington College
- 22. Employee and Family Scholarship Program Policy and Procedure Manual and Application



Internal Revenue Service August 31, 2010 Page 2

The transaction is scheduled to close on December 1, 2010. The transaction cannot close unless the College receives a favorable IRS Determination Letter indicating that the College is a qualified § 501(c)(3) tax-exempt organization. The necessity of obtaining an expedited determination is magnified by the fact that the College is required to make a change of control filing with the United States Department of Education to obtain approval of the transaction not less than 45 days prior to the closing date in order for the students enrolled in the Schools to continue to be eligible to receive loans and grants under the Title IV federal financial aid programs. The College must submit with the change in control application the IRS Determination Letter on the College indicating that the College is a § 501(c)(3) tax-exempt organization. To close by December 1, 2010, would require that the change of control filing be made not later than October 15, 2010.

As a qualified § 501(c)(3) organization, the College will be better positioned to help its students be eligible for more grants and scholarships under various private and governmental sponsored programs. Since the College enrolls students each month, the availability of these benefits to the students attending the College are lost each month the closing the transaction is delayed.

Based on the information discussed above, we respectfully request an expedited processing of our Form 1023. If there are any questions or if additional information is needed, please contact me at (501) 688-8859.

Very truly yours,

MITCHELL, WILLIAMS, SELIG, GATES & WOODYARD, P.L.L.C Bv nifer R. Pierce

 :jp Enclosures
 cc: Mr. Jackson Farrow (w/o encl.) Mr. H. Watt Gregory, III (w/o encl.)



August 27, 2010

Jack W. Forrest Chief Executive Officer Education America, Inc. 500 International Parkway Suite 200 Heathrow, Florida 32746

# Re: Letter of Intent for the Acquisition of Assets of Education America, Inc. Subsidiaries

Dear Jack:

We are pleased to provide this letter of intent ("Letter") which sets forth the principal terms pursuant to which Remington Colleges, Inc. ("RCI") proposes to purchase from Education America, Inc. ("EAI") the assets and business of EAI's subsidiaries: Remington College-Little Rock Campus, Inc., Remington College-Denver Campus, Inc., Remington College-Memphis Campus, Inc., Remington College-Tampa Campus, Inc., Remington College-BCL, Inc., Remington College-Houston Campus, Inc., Remington College-Mobile Campus, Inc., Remington College Nursing of Orlando, LLC and Remington Administrative Services, Inc. (the "Subsidiaries") as outlined below:

- <u>Asset Purchase</u>. Pursuant to the terms and conditions of an Asset Purchase Agreement (the "Definitive Agreement") RCI will acquire all of the assets of the Subsidiaries (except for real estate and other specifically excluded assets identified in the Definitive Agreement), free and clear of any and all liens, restrictions, and any non-ordinary course liabilities and encumbrances other than customary permitted liens to be specified in the Definitive Agreement. The Definitive Agreement will be prepared by RCI and contain representations, warranties, covenants, and indemnities customary to transactions of this type.
- Purchase Price. As consideration for the assets, RCI shall pay EAI an aggregate price of \$217,500,000.00 (the "Purchase Price") plus the assumption of defined liabilities and minus the adjustments to the Purchase Price as described below. At the closing, RCI shall deliver cash or subordinated notes payable to EAI as follows:

a,	Cash:		\$ 52,500,000.00
b.	Subordinated Debt Note 1:	Principal Interest: Seniority: Collateral:	\$ 75,000,000.00 6% per annum Subordinated to Senior Bank Debt Collateralized by a lien subordinate only to the lien of Senior Bank Debt on all assets acquired from the EAI.
c.	Subordinated Debt Note 2:	Principal: Interest;	\$ 90,000,000.00 10 % per annum

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Seniority:	- 5
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Subordinated to Senior Bank Debt and Sub Debt Note 1

Collateral:

Collateralized by a lien subordinate only to the lien of Scnior Bank Debt on all assets acquired from the EAL

d. <u>Repayment of Subordinated Debt Note 1 and Subordinated Debt Note 2</u>: Payments on Subordinated Debt Note 1 and Subordinated Debt Note 2 shall be made in accordance with attached Exhibit "A."

e. Assumption of Defined Liabilities:

It is anticipated that RCI shall assume the following liabilities of the Company: (a) trade and accounts payables and other disclosed liabilities incurred in the ordinary course of business; (b) payroll and sales taxes payable incurred in the ordinary course of business; (c) vacation pay, sick leave and other accrued employee compensation and benefits, whether or not accrued in accordance with U.S. Generally Accepted Accounting Principles consistently applied ("GAAP"), as more particularly specified in the Definitive Agreement; (d) obligations to students under enrollment agreements including but not limited to student refund and return of Title IV student aid and other student refund obligations; (e) obligations arising under scheduled assigned contracts; and (f) the outstanding balance owed under the EAI line of credit loan with Regions Bank as of the closing date not to exceed a maximum of \$7,500,000.00 which shall be paid by RCI on the closing date (collectively, the "Assumed Liabilities"). The Purchase Price shall be adjusted as indicated in 2f., below, if there is an outstanding balance on the EAI Regions Bank line of credit loan assumed by RCI as of the closing date. Except for such Assumed Liabilities and any other liabilities specifically described in the Definitive Agreement, RCI will not assume any other liability.

f. Adjustments to Purchase Price:

The Purchase Price shall be reduced by the amount of the outstanding balance owed under the EAI line of credit loan with Regions Bank as of the closing date and assumed and paid by RCI. The reduction in the Purchase Price shall be made by reducing the principal balance of Subordinated Note 2 for the amount of the outstanding balance of the line of credit loan from Regions Bank to EAI assumed and paid by RCI. If on the closing date the outstanding balance of the line of credit loan from Regions Bank to EAI exceeds \$7,500,000.00, RCI shall have no obligation to assume and pay such excess amount, and EAI shall pay the amount of the excess at closing.

 <u>Real Estate Leases</u>. As of the closing date, EAI shall assign to RCI and RCI shall assume the tenants' obligations under the existing real estate leases with respect to the several facilities operated by EAI through the Subsidiaries, between EAI and/or the respective Subsidiaries and the respective landlords under such leases, as such leases are more particularly identified in attached Exhibit "B."

- <u>Conditions</u>. The obligation of RCI to purchase the assets of the Subsidiaries and to otherwise
  consummate the transactions contemplated by this Letter will be contingent upon satisfaction
  of, among others, the following conditions:
  - a. receipt of all third party consents and regulatory approvals specifically described in the Definitive Agreement, including but not limited to (i) the favorable determination by the Internal Revenue Service of the status of RCI as an exempt organization under Section 501(c)(3) of the Internal Revenue Code, and (ii) the Department of Education and all appropriate accreditation bodies and state educational regulatory authorities;
  - receipt of all appraisals and fairness opinions deemed appropriate by RCI supporting the fair market value of the assets and business to be acquired from the Subsidiaries
  - c. RCI obtaining a credit facility from a commercial bank consisting of a \$25,000,000.00 line of credit loan and a \$50,000,000.00 term loan on terms acceptable to RCI;
  - d. agreement by all employees of the Subsidiaries having employment agreements as of the date of closing to become employees of RCI under substantially the same terms and conditions as their existing employment agreements, except that no provisions shall be included pertaining to stock options or "change of control" matters.
- Employment of Current Employees. RCI shall offer employment to all employees of the Subsidiaries not having employment agreements, in their current roles at the existing compensation and benefits levels.
- 6. Non-Competition and Non-Solicitation Agreements. All Shareholders of EAI other than Pedro DeGuzman and Ellen Camp shall enter into non-competition and non-solicitation agreements which shall prohibit them from competing with RCI with respect to its online educational programs anywhere in the United States and its campus programs as and where conducted at the time of the transaction, and from soliciting current employees of the Subsidiaries, for a period of five years from the closing.
- Board of Directors. The Definitive Agreement shall provide that upon the closing of the transaction the Board of Directors of RCI shall consist of five (5) members and that EAI shall have the right to appoint two of the members of the Board of Directors of RCI until the outstanding debt under Subordinated Debt Note 1 and Subordinated Debt Note 2 is paid or satisfied in full.
- 8. Exclusivity; Termination. Until this Letter is terminated, neither EAI or the Subsidiaries or their officers, directors, employees, agents or any of their respective advisors, will initiate, encourage, solicit or continue any negotiations or discussions with any third party, other than RCI, for the purpose of soliciting any proposals relating to the purchase of any assets or equity of the Subsidiaries for a period of 90 days after the signing of this Letter. Should EAI, the Subsidiaries or their representatives violate this provision and engage in any material negotiations with a third party during the tenure of this Letter, followed by termination of this

Letter by either party, EAI will reimburse RCI its actual, reasonable out of pocket expenses associated with the transactions contemplated by this Letter, plus RCI shall be entitled to recover from EAI any damages it may have incurred as a result of such breach. Notwithstanding the foregoing, prior to any termination of this Letter as permitted by Paragraph 11, EAI shall immediately notify RCI of any unsolicited bids, offers, or proposals received from third parties which, if consummated, would impair or preclude the transactions contemplated by this Letter. In the event this Letter is terminated without consummation of the transactions contemplated by this Letter for any reason other than breach of the exclusivity provisions set forth above, EAI will reimburse RCI for its actual, reasonable out of pocket expenses associated with the transactions contemplated by this Letter.

- <u>Costs</u>. In the event the transactions contemplated by this Letter are consummated, each party to this Letter shall be responsible for its own fees and expenses incurred in connection with the preparation and negotiation of the transaction.
- 10. <u>Non-Binding</u>. Except for the provisions of Paragraph 8, which shall be legally binding on the parties to this Letter, this Letter does not constitute a binding obligation of the parties, but is intended to be an expression of intent only, and shall be subject in all events to the terms of the Definitive Agreement to be executed and delivered in connection with the transactions proposed herein.
- 11. <u>Termination and Survival</u>. This Letter may be terminated at any time before execution of a Definitive Agreement with or without cause by either party, upon written notice to the other party or parties. Neither party shall have any obligation to enter into a Definitive Agreement or to continue to use its commercially reasonable efforts toward consummation of the transactions contemplated hereby, upon the giving of such notice. Upon such termination, the provisions of this Letter shall terminate and become void and of no further force and effect, except for the provisions of Paragraph 8 pertaining to EAI's liability for payments or reimbursements to RCl, which provisions shall survive indefinitely.
- Expiration. Unless accepted by the Company, this proposal will expire on the earlier of (i) its rejection by EA1, or (ii) 5:00 p.m. Central Time, August 30, 2010.
- <u>Time line</u>. It is anticipated that the transaction shall be consummated on or before December I, 2010 after the signing of this Letter.

We sincerely look forward to continuing the success EAI has had in providing a quality careerfocused education to the thousands of individuals that might not have otherwise had the opportunity to attend college. Together with our counsel and other advisors, we are prepared to proceed immediately with all aspects of this transaction. If the foregoing correctly reflects our mutual understanding and agreement in principle, please acknowledge your acceptance of the terms set forth herein by signing this Letter in the manner indicated below.

(Signature Page to Letter of Intent)

Very truly yours,

Remington Colleges, Inc.

wa By: Kevin Wilcox Title: President 1

Accepted and Agreed this 27 day of August, 2010:

Education America, Inc.

By: 1 Name: Jack W. Førrest Attle: Chlef Executive Officer

(Signature Page to Letter of Intent)

Very truly yours,

Remington Colleges, Inc.

By: Name: Kevin Wilcox Title: President

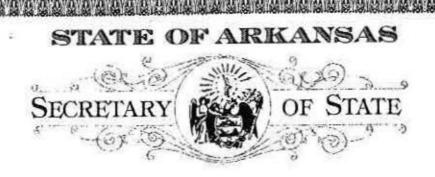
Accepted and Agreed this 27 day of August, 2010:

Education America, Inc.

By: Name: Jack W. Førrest Title: Chief Executive Officer

4815-2146-38153

REMINGTON COLLEGES, INC.; EIN: 27-3339369



Charlie Daniels SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

# Articles of Incorporation

# of

# ADMIRAL'S SOCIAL CLUB, INC.

filed in this office May 30, 2008 in compliance with the provisions of the law and are hereby declared a body politic and corporate, by the name and style aforesaid, with all the powers, privileges and immunities granted in the law thereunto appertaining.

> In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 30th day of May 2008.

Charliel

Secretary of State

REATINGTON COLLEGES, INC. EIN: 27-3339369

Arkansas Secretary of State - Document No.: 9417250002 - Date Filed: 05-30-2008 03:41 PM - Total Pages: 2

### ARTICLES OF INCORPORATION

#### OF

### ADMIRAL'S SOCIAL CLUB, INC.

The undersigned, in order to form a corporation under and pursuant to the Arkansas Non-Profit Corporation Act of 1993, hereby certifies as follows:

1. The name of this corporation is Admiral's Social Club, Inc.

2. This corporation is a mutual benefit corporation.

3. This corporation will have members.

 The initial registered office of the corporation is located at 425 West Capitol Avenue, Suite 1800, Little Rock, Arkansas 72201. The initial registered agent for service of process is Harold W. Hamlin.

 The Corporation shall have such powers as are now or may hereafter be granted by the Arkansas Nonprofit Corporation Act of 1993.

6. The number of directors constituting the Board of Directors shall be provided in the Bylaws of the corporation. The Board of Directors shall have all those powers and duties enumerated in the Arkansas Non-Profit Corporation Act of 1993.

7. Upon dissolution of the corporation, the board of directors shall, after paying or making provisions for payment of all liabilities of the corporation, dispose of the remaining assets of the corporation to such charitable, educational, religious, literary or scientific organization as the directors shall determine, consistent with applicable law.

8. Subject to any limitations contained in the Bylaws of the corporation, the corporation shall have the power to indemnify every person who is or has been a director or officer of the corporation and such persons' heirs and legal representatives where such person is

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REMINGTON COLLEGES, INC. EIN: 27-3339369

> a party or is threatened with being made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation in any capacity for any other business organization, against expenses (including attorney's fees), judgment, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

EXECUTED this 30th day of May, 2008.

Harold W. Hamlin, Incorporator

REMINCTON COLLEGES, INC.; EIN: 27-3339369





Charlie Daniels SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

# Articles of Amendment with Restatement

of

# ADMIRAL'S SOCIAL CLUB, INC.

changing the name to

# REMINGTON COLLEGE, INC

filed in this office

August 2, 2010.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 2nd day of August 2010.

Clark !!!

Secretary of State

REMINGTON COLLEGES, INC. EIN: 27-3339369

Document Number: 13917740802

REMINGTON COLLEGE, INC.

ARTICLES OF AMENOMENT WITH RESTATEM

FILED:08/02/10, #Pages:7

Arkanaas Secretary of State Business Services Division

# CERTIFICATE OF AMENDMENT AMENDING AND RESTATING THE ARTICLES OF INCORPORATION OF

# ADMIRAL'S SOCIAL CLUB, INC. (changing its name to REMINGTON COLLEGE, INC.)

The undersigned, as Incorporator of Admiral's Social Club, Inc., a nonprofit corporation duly organized, created and existing under and by virtue of the laws of the state of Arkansas, do hereby certify in compliance with the Arkansas Nonprofit Corporation Act (Act 1147 of 1993) that:

A. The name of the corporation is Admiral's Social Club, Inc.

B. By unanimous vote of the Incorporator of the corporation at a meeting held on

July 28, 2010, the Articles of Incorporation of this corporation were amended and restated in

their entirety to read as set forth in Exhibit "A" attached hereto.

C. This Certificate of Amendment shall be effective as of July 28, 2010.

IN WITNESS WHEREOF, the undersigned, as Incorporator, hereby verifies that the statements contained in the foregoing Certificate of Amendment are true and correct to the best of his knowledge and belief.

Executed on this 28th day of July, 2010.

ADMIRAL'S SOCIAL CLUB, INC. By

Harry W. Hamlin, Incorporator



REMINGTON COLLEGES, INC. EIN: 27-3339369

# EXHIBIT A

# ARTICLES OF INCORPORATION

### OF

### **REMINGTON COLLEGE, INC.**

The undersigned, acting as incorporator of a corporation under the Arkansas Nonprofit Corporation Act (Act 1147 of 1993), adopt the following Articles of Incorporation of such corporation.

FIRST: The name of the corporation shall be Remington College, Inc.

SECOND: This corporation is a public benefit corporation.

THIRD: The corporation will have one or more members.

FOURTH: The street address of the corporation's initial registered office is 124 West Capitol Avenue, Suite 1900, Little Rock, Arkansas 72201, and the name of its initial registered agent at this office is The Corporation Company.

FIFTH: The name and address of the original incorporator is Harry W. Hamlin, 425 W. Capitol Avenue, Suite 1800, Little Rock, Arkansas 72201.

SIXTH: The corporation is organized:

(a) To establish or acquire and maintain one or more colleges or postsecondary educational institutions for study and education and to award degrees and diplomas; to regularly enroll students; to provide and maintain courses of instruction in each and all of degree and diploma programs offered by the educational institutions; to prescribe the courses of study, employ and maintain a regular faculty of professors, instructors or teachers; to obtain all

accreditations and licenses required to participate in any United States Department of Education

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student loan and grant programs and the corporation and all its agencies shall be open to both sexes and to those of any race or religion;

(b) Exclusively for charitable, scientific and educational purposes within the meaning of § 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") (or the corresponding provision of any future United States Revenue law), including the making of distributions to organizations that qualify as exempt organizations under § 501(c)(3) of the Code;

(c) To purchase, take, receive, lease, take by gifl, devise or bequest, or otherwise acquire, own, hold, improve, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated; to sell, convey, mortgage, pledge, lease, exchange, transfer and otherwise dispose of all or any part of its property and assets; to make contracts and incur liabilities; to borrow money; to issue its notes, bonds and other obligations; to secure any of its obligations by mortgage or pledge of all of any of its property, franchises and income; to dedicate its property to the repayment of indebtedness, whether with or without recourse or otherwise encumber any or all of its proper whether or not in usual and regular course of its activities; to manage its internal affairs in any desired manner so long as the provisions of the Arkansas Nonprofit Corporation Act of 1993 or other law are not violated; and to do any and all things necessary, convenient, useful or incidental to the attainment of its purposes as fully and to the same extent as natural persons lawfully might or could do as long as consistent with the provisions of the Arkansas Nonprofit Corporation Act of 1993 and the restrictions set forth in paragraph (b) of this Article SIXTH.

SEVENTH: Notwithstanding any other provision in these articles:

 (a) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, or other private individuals, except that the

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corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payment and distribution in furtherance of the purposes set forth in Article SIXTH hereof.

(b) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office; and

(c) The corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under § 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law) or (ii) by a corporation, contributions to which are deductible under § 170(c)(2) of the Code (or the corresponding provision of any future United States Internal Revenue Law).

(d) In the event the corporation is in any one (1) year a "Private Foundation" as defined in Section 509(a) of the Code (or the corresponding provisions of any future United States Internal Revenue Law):

(i) The corporation shall make distributions at such time and in such manner as not to become subject to the tax on undistributed income imposed by § 4942 of the Code; and the corporation shall not engage in any act of self dealing (as defined in § 4941(d) of the Code) which would subject it to tax under § 4941 of the Code;

 (ii) The corporation shall not retain any excess business holdings (as defined in § 4943(c) of the Code) which would subject it to tax under § 4943 of the Code;

 (iii) The corporation shall not make any investments in such manner as to subject it to tax under § 4944 of the Code; and

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(iv) The corporation shall not make any taxable expenditures (as defined in § 4945(d) of the Code) which would subject it to tax under § 4945 of the Code.

EIGHTH: Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such charitable, educational, religious, literary, or scientific organization as shall at the time qualify as an exempt organization or organizations under § 501(c)(3) of the Code (or the corresponding provision of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

NINTH: The number of directors constituting the Board of Directors shall be provided in the Bylaws of the Corporation. The Corporation may provide in its bylaws for Designated directors to be appointed by any person, corporation or entity to positions as one or more of the directors of the Corporation.

Signed this 28th day of July, 2010.



Charlie Daniels SECRETARY OF STATE

To All to Whom These Presents Shall Come, Greetings:

I, Charlie Daniels, Secretary of State of Arkansas, do hereby certify that the following and hereto attached instrument of writing is a true and perfect copy of

## Articles of Amendment

of

## **REMINGTON COLLEGE, INC**

changing the name to

# **REMINGTON COLLEGES, INC**

filed in this office

August 11, 2010.

In Testimony Whereof, I have hereunto set my hand and affixed my official Seal. Done at my office in the City of Little Rock, this 11th day of August 2010.

Chalil

Secretary of State

Document Number: 13946020002

REMINGTON COLLEGES, INC

ARTICLES OF AMENDMENT

FILED:08/11/10, #Pages:1

Arkansas Secretary of State Business Services Division

# CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION OF

# REMINGTON COLLEGE, INC. (changing its name to REMINGTON COLLEGES, INC.)

The undersigned, as Incorporator of Remington College, Inc., a nonprofit corporation duly organized, created and existing under and by virtue of the laws of the state of Arkansas, does hereby certify in compliance with the Arkansas Nonprofit Corporation Act (Act 1147 of 1993) that:

A. The name of the corporation is Remington College, Inc.

B. By unanimous vote of the Incorporator of the corporation at a meeting held on August 11, 2010, the Articles of Incorporation of this corporation were amended as herein stated.

C. ARTICLE FIRST of the Articles of Incorporation of this corporation was amended to read as follows;

"FIRST: The name of the corporation shall be Remington Colleges, Inc."

IN WITNESS WHEREOF, the undersigned, as Incorporator, hereby verifies that the statements contained in the foregoing Certificate of Amendment are true and correct to the best of his knowledge and belief. The undersigned understands that knowingly signing a false document with the intent to file with the Arkansas Secretary of State is a Class C misdemeanor and is punishable by a fine up to \$100.00 and/or imprisonment up to 30 days.

Executed on this 11th day of August, 2010.

REMINGTON COLLEGE, INC.

Harry W. Hamlin, Incorporator

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## BYLAWS

## OF

## **REMINGTON COLLEGES, INC.**

### ARTICLE 1. PURPOSE AND POWERS

1.1. Purpose. The Corporation shall have such purposes as are now or may hereafter be set forth in its Articles of Incorporation. The Corporation shall be a public benefit corporation which will own and operate post-secondary educational institutions. The Corporation will have one or more Members.

1.2. Powers. The Corporation shall have such powers as are now or may hereafter be granted by the Arkansas Nonprofit Corporation Act of 1993, except as such powers may be otherwise modified hereby or by the Articles of Incorporation of this Corporation.

#### ARTICLE 2. MEMBERS

2.1. Membership by Election Only. No person shall be considered a member of the Corporation unless such person has made application for and been elected to membership in the Corporation upon the affirmative vote of two-thirds (2/3) of the existing membership. The charter member of the Corporation is the Jackson T. Stephens Charitable Trust.

2.2. Membership Book. The Corporation shall maintain and keep current a membership book. Unless or until additional members are elected, the charter member shall be the sole member and any act by the charter member, in its capacity as a member, shall be the act of the membership.



#### BYLAWS OF REMINGTON COLLEGES, INC.

2.3. Regular Meeting. A regular annual membership meeting shall be held each year on such date, time and place as shall be designated by a majority of the membership in the notice of the meeting for the purpose of electing Directors, if needed, and for the transaction of such other business as may come before the meeting. The majority of the membership may provide by resolution for the holding of additional regular membership meetings.

2.4. Special Meetings. Special membership meetings may be called by, or at the direction of a majority of the membership or a majority of the voting Directors then in office, to be held at such time and place, either within or without the State of Arkansas, as shall be designated in the notice of the meeting.

2.5. Notice. Notice of the time and place of any membership meeting shall be given at least two (2) days prior thereto by written notice delivered personally or sent by mail, facsimile or other electronic transmission to each member at the member's address as shown on the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by facsimile or other electronic transmission, such notice shall be deemed to be delivered when the facsimile or other electronic transmission is transmitted by the sender to the member's facsimile number or electronic address. Any member may waive notice of any meeting. The attendance of a member at any meeting shall constitute a waiver of notice of such meeting, except where a member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special membership meeting needs be specified in the notice or waiver of notice of such meeting, unless otherwise required by law.

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#### BYLAWS OF REMINGTON COLLEGES, INC.

2.6. Quorum. A majority of the members, present in person or by proxy shall constitute a quorum for the transaction of business at any membership meeting.

## 2.7. Manner of Acting.

(a) Formal Action By Membership. Except for the removal of a member pursuant to Article 2.10 hereof, the act of a majority of members in person or by proxy present at a meeting at which a quorum is present shall be the act of the membership. A member who participates in a meeting via a telephone conference call, or other electronic means of communication by which all members participating may simultaneously hear each other during the meeting, shall be deemed to be present in person.

(b) Informal Action by Membership. The membership shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval, including electronic written approval (such as facsimile transmission or email communication), of at least eighty percent (80%) of the voting power of all the members setting forth the action so taken, and delivery of same, which may be in the form of one or more consents, to the corporation for inclusion in the minutes or filing with the corporate records. Any action so approved shall have the same effect as though taken at a meeting of the membership and may be described as such in any document filed with the Secretary of State.

2.8. Resignations and Removal. Any member may resign from the membership at any time by giving written notice to the president or the secretary of the Corporation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A member may be removed without cause by the vote of a majority of the membership.

## ARTICLE 3. BOARD OF DIRECTORS

3.1. General Powers. All of the business and affairs of the Corporation shall be managed and controlled by the Board of Directors.

3.2. Number. The number of initial Directors shall be three (3).

3.3. Election and Tenure. The Directors shall be elected by a majority of the membership at the annual membership meeting or at a special meeting called for that purpose and may be in such number not less than three (3) as shall be selected by a majority of the membership. A Director shall serve a five (5) year term or until a successor has been qualified, or until death, resignation or removal. In the event of a vacancy of a Director the membership shall elect the replacement Director at the next regular membership meeting or at a special membership meeting called for that purpose.

3.4. Regular Meeting. A regular annual meeting of the Board of Directors shall be held each year on such date, time and place as shall be designated by the president in the notice of the meeting for the purpose of electing officers and for the transaction of such other business as may come before the meeting. The Board of Directors may provide by resolution for the holding of additional regular meetings.

3.5. Special Meetings. Special meetings of the Board of Directors may be called by, or at the direction of the president or a majority of the voting Directors then in office, to be held at such time and place, either within or without the State of Arkansas, as shall be designated in the notice of the meeting.

3.6. Notice. Notice of the time and place of any meeting of the Board of Directors shall be given at least two (2) days prior thereto by written notice delivered personally or sent by mail, facsimile or other electronic transmission to each Director at his or her address as shown on

the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice be given by facsimile or other electronic transmission, such notice shall be deemed to be delivered when the facsimile or other electronic transmission is transmitted by the sender to the Director's facsimile number or electronic address. Any Director may waive notice of any meeting. The attendance of a Director at any meeting shall constitute a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board needs be specified in the notice or waiver of notice of such meeting, unless otherwise required by law.

3.7. Quorum. A majority of Directors, present in person shall constitute a quorum for the transaction of business at any meeting of the Board.

### 3.8. Manner of Acting.

(a) <u>Formal Action By Directors</u>. Except for the removal of a Director pursuant to Article 3.10 hereof, the act of a majority of Directors in person or by proxy present at a meeting at which a quorum is present shall be the act of the Board of Directors. A Director who participates in a meeting via a telephone conference call, or other electronic means of communication by which all directors participating may simultaneously hear each other during the meeting, shall be deemed to be present in person.

(b) <u>Informal Action by Directors</u>. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval, including electronic written approval (such as facsimile transmission or

#### BYLAWS OF REMINGTON COLLEGES, INC.

email communication), of all the Directors setting forth the action so taken. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

3.9. Resignations and Removal. Any Director may resign from the Board at any time by giving written notice to the president or the secretary of the Corporation and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A Director may be removed without cause by the vote of by a vote of the Member.

3.10. Vacancies. Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of Directors shall be filled by election in accordance with the provisions of Article 2.3 of these Bylaws.

3.11. Compensation. Directors as such shall not receive any stated salaries for their services, but nothing herein contained shall be construed to preclude any Director from serving the Corporation in any other capacity and receiving compensation therefor.

3.12. Procedure. The president shall preside at meetings of the Board of Directors. If the Board of Directors so elects, any other person may preside at meetings of the Board. The Board of Directors may adopt its own rules of procedure which shall not be inconsistent with these Bylaws.

#### ARTICLE 4. OFFICERS

4.1. Officers. The officers of the Corporation shall be a president, secretary and treasurer. The same individual may simultaneously hold more than one (1) office of the Corporation. The Corporation may, at the discretion of the Board of Directors, have additional officers.

#### BYLAWS OF REMINGTON COLLEGES, INC.

4.2. Election and Term of Office. The officers of the Corporation shall be elected by the Board of Directors at its annual meeting. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as convenient. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each officer shall hold office for a term of one (1) year and until his successor shall have been duly elected and qualified unless he shall sooner resign or be removed.

4.3. Removal and Resignations. Any officer elected by the Board of Directors may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation would be served thereby. Any officer may resign at any time by giving written notice to the president, secretary or treasurer of the Corporation, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.4. Vacancies. Vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

4.5. President. The president shall be elected from among the Directors of the Corporation. The president may sign any deeds, mortgages, bonds, contracts, or other instruments which have been authorized to be executed except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Corporation.

4.6. Secretary. The secretary shall give notice and record the proceedings of all meetings, and have custody of the seal of the Corporation.

4.7. Treasurer. The Treasurer shall have custody of the corporate funds, keep records of receipts, disbursements and other transactions, and deposit all monies to the credit of the Corporation. The Treasurer shall have the authority to authorize ordinary expenses of operation

of the Corporation which shall be reported to the Board of Directors at each regular meeting. The Treasurer shall render to the president and the board of Directors, when required, an account of all transactions and the financial condition of the Corporation. The Treasurer shall give the Corporation a bond, as the Board of Directors may require.

## ARTICLE 5. CONTRACTS, LOANS, CHECKS, DEPOSITS AND GIFTS

5.1. Contracts. The Board of Directors may authorize any officer or agent of the Corporation, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

5.2. Borrowing. No loan shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

5.3. Checks. All disbursements shall be by check unless authorized by the Board of Directors to be paid by wire transfer of funds. All checks for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation in excess of \$500 shall be signed by at least two (2) of the officers of the Corporation unless the Corporation only has one (1) officer.

5.4. Deposits. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select.

5.5. Gifts. The Board of Directors may accept or reject on behalf of the Corporation any contribution, gift, bequest or devise for the general purposes or for any specific purpose of the Corporation.

### ARTICLE 6. GENERAL PROVISIONS

6.1. Books and Records. The Corporation shall keep correct books and records of account and shall also keep records of the minutes of the proceedings of the Board of Directors. Copies of the minutes of the meetings of the Board of Directors shall be regularly distributed to each member of the Board of Directors. Records of account shall be reviewed by a qualified accountant to be selected by the Board annually at the close of each fiscal year. The results of this review shall be reported directly to the Board.

6.2. Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year unless otherwise determined by resolution of the Board of Directors.

6.3. Waiver of Notice. Whenever any notice is required to be given under the provisions of the Arkansas Nonprofit Corporation Act of 1993 or under the provisions of the Articles of Incorporation of the Corporation or these Bylaws, a waiver thereof in writing signed by the persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

6.4. Loans to Officers and Directors Prohibited. No loans shall be made by the Corporation to its officers or Directors. The Directors of the Corporation who vote for or assent to the making of a loan to an officer or Director of the Corporation, and any officer or officers participating in the making of such loan, shall be jointly and severally liable to the Corporation

for the amount of such loan until the repayment thereof. Nothing herein shall prohibit or restrict the making of any loan from a member, officer or Director to the Corporation under terms which are fair and reasonable to the Corporation and otherwise as permitted by applicable state and federal law.

6.5. Additional Organizations. The Board of Directors may authorize the formation of such auxiliary organizations as would in the opinion of the Board assist in the fulfillment of the purposes of the Corporation.

6.6. Rules. The Board of Directors may adopt, amend or repeal rules (not inconsistent with these Bylaws) for the management of the internal affairs of the Corporation and the governance of its officers, agents, committees and employees.

### ARTICLE 7. COMMITTEES

7.1. Standing Committees. Standing Committees of the Corporation shall be designated by action of the Board of Directors. Committee members shall either be appointed by the President or may volunteer to serve. The President shall appoint Committee chairmen. Responsibilities of each Committee will be assigned at the discretion of the Board of Directors. Committees may put together proposals for approval by the Board prior to implementation.

7.2. Special Committees. The President may, at any time, appoint additional Committees to address issues and policies of the Association.

### ARTICLE 8. INDEMNIFICATION

8.1. Generally. Except as prohibited under Chapter 42 of the Internal Revenue Code and the regulations thereunder, the Corporation shall indemnify every person who is or has been

a Director or officer of the Corporation and such persons' heirs and legal representatives where such person is a party or is threatened with being made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, including all appeals, by reason of the fact that such person is or was a Director or officer of the Corporation, or is or was serving at the request of the Corporation in any capacity for any other business organization, against expenses (including attorney's fees), judgment, decrees, fines, penalties and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, if such person acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding shall not of itself create a presumption that the person did not act in good faith or in a manner which he reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal action, suit or proceeding, that he had reasonable cause to believe that his conduct was unlawful. The foregoing right of indemnification shall be in addition to all rights to which any such Director or officer may be entitled as a matter of law.

8.2. Liability Insurance. The Corporation may purchase and maintain insurance on its own behalf and on behalf of any person who is or was a Director or officer of the Corporation or is or was serving at the request of the Corporation in any capacity for any other business organization, insuring the Corporation and such person against any liability asserted against such person and incurred by him in any such capacity, or arising out of his status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this Bylaw or applicable law.

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BYLAWS OF REMINGTON COLLEGES, INC.

## ARTICLE 9. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a

majority of the Board of Directors at any regular or special meeting of the Board.

BYLAWS OF REMINGTON COLLEGES, INC.

# CERTIFICATE

I. Marshall Melissale Secretary of Remington Colleges, Inc., certify that the attached Bylaws were adopted at a meeting of the Board of Directors as of the <u>27</u> day of August, 2010.

Unshall Nothing Secretary

As described in Section II, Item 3 of Schedule B, the following Notice of Nondiscriminatory Policy as to Students will be published in a newspaper of general circulation that serves all racial segments of the community in each of the nineteen communities where the campuses are located after the Acquisition described on Schedule G:

## NOTICE OF NONDISCRIMINATORY POLICY AS TO STUDENTS

Remington Colleges, Inc. admits students of any race, color, national and ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs and athletic and other schooladministered programs.

This ad placement is to satisfy Section 501(c)(3) of the Internal Revenue Code requiring a Notice of Nondiscriminatory Policy as to Students. Remington Colleges, Inc. has adopted nondiscrimination policies which may be broader than this requirement.

# **REMINGTON COLLEGES, INC.**

## EIN: 27-3339369

## Attachment to Form 1023

## Part I - Identification of Applicant

Item 7 - Power of Attorney

The College's authorized representative is:

Jennifer R. Pierce Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. 425 West Capitol Avenue, Suite 1800 Little Rock, AR 72201

See Form 2848, Power of Attorney and Declaration of Representative attached hereto as Exhibit 1.

## Item 8 - Additional Persons

Kutak Rock LLP ("Kutak") has been retained by Remington Colleges, Inc. (the "College") to assist in the preparation of the College's Application for Recognition of Tax Exemption on Form 1023. Kutak will also represent the College with respect to the Acquisition, as described on Schedule G attached hereto, and will represent the College after the close of the Acquisition with respect to general corporate and tax matters. Kutak will be paid hourly rates which are consistent with rates customarily charged in connection with providing the legal services described above. The names and addresses of the attorneys from Kutak that will provide legal services to the College are as follows:

H. Watt Gregory, Esq.	David Smith, Esq.	Robert Ost, Esq.
124 W, Capitol Ave.	124 W. Capitol Ave.	124 W. Capitol Ave.
Suite 2000	Suite 2000	Suite 2000
Little Rock, Arkansas 72201	Little Rock, Arkansas 72201	Little Rock, Arkansas 72201

Ritzert & Layton, P.C. ("Ritzert"), has been retained by the College to provide it with legal counsel related to the Acquisition. Specifically, Ritzert will provide counsel with respect to

Attachment to Form 1023

regulatory matters before the U.S. Department of Education, state educational licensing agencies and other accrediting agencies. Ritzert will be paid hourly rates which are consistent with rates customarily charged in connection with providing the legal services described above.

The names and addresses of the attorneys from Ritzert that will provide legal services to the College are as follows:

Steve Gumbos Ritzert & Leyton, P.C. 11350 Random Hills Road, Suite 400 Fairfax, Virginia 22030

Attachment to Form 1023

## Part IV - Narrative Description of Your Activities

The College was incorporated as an Arkansas non-profit corporation on May 30, 2008. On August 2, 2010, the College amended and restated its Articles of Incorporation and, on August 11, 2010, the College changed its name to "Remington Colleges, Inc." Copies of the College's Articles of Incorporation, including amendments, are attached hereto as Exhibits 4, 5 and 6. Since the College's incorporation, it has not conducted any activities nor received any contributions, earned any income or incurred any expenses.

On August 24, 2010, the sole incorporator of the College appointed Mr. Warren Stephens, Mr. Kevin Wilcox and Mr. Marshall McKissack to serve as the members of the board of directors of the College (the "Board"). On August 27, 2010, acting by unanimous written consent, the Board, among other things, approved the Acquisition (as described below) and authorized the officers of the College to take all action necessary in order for the College to operate as a non-profit, post-secondary educational institution. In accordance therewith, the Board approved the College will be operated exclusively as a non-profit, post-secondary educational institution and purpose of improving and developing their capabilities. In order to fulfill this purpose, the College will prescribe courses of study, employ and maintain a regular faculty of professors, instructors and teachers. The College will not discriminate in providing such educational instruction based on sex, race or religion.

As more particularly described on Schedule G, the College plans to acquire substantially all of the operating assets, other than real property and certain other excluded assets not used in the operation of the Schools, of Education America, Inc. and its subsidiaries ("Education America"), a for-profit, accredited post-secondary educational institution which was formed in 1987 (the "Acquisition"). Education America provides career-focused educational programs on nineteen different campuses (the "Schools") in ten states. The Schools offer both degree and non-degree (diploma) programs of study intended to provide students with the education and training needed for entry-level positions in a variety of career fields. The Schools are located in cities or metropolitan areas in Alabama, Arkansas, Colorado, Florida, Hawaii, Louisiana, Ohio, South Carolina, Tennessee and Texas. Education America also offers online associate's and bachelor degree programs in a variety of career fields. The combined enrollment of the Schools as of July 31, 2010 was approximately 8,400.

The College plans to complete the Acquisition by the end of 2010 and will takeover operating the Schools immediately thereafter.

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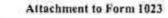
Attachment to Form 1023

# Part V – Compensation and Other Financial Arrangements with Your Officers, Directors, Trustees, Employees and Independent Contractors

# Item 1a - Compensation and Other Financial Arrangements With Directors and Officers

The current officers and directors of the College are:

Name	Title	Mailing Address	Compensation
Warren Stephens	Director	111 Center Street Little Rock, Arkansas 72201	None
Kevin Wilcox	Director & President	111 Center Street Little Rock, Arkansas 72201	None
Marshall McKissack	Director & Sccretary	111 Center Street Little Rock, Arkansas 72201	None



It is anticipated that the officers and directors of the College after the closing of the Acquisition described on Schedule G will be:

Name	Title	Mailing Address	Compensation
Warren Stephens	Director	111 Center Street Little Rock, Arkansas 72201	None
Kevin Wilcox	Director	111 Center Street Little Rock, Arkansas 72201	None
Marshall McKissack	Director	111 Center Street Little Rock, Arkansas 72201	None
Jerald M. Barnett, Jr.	Director	500 President Clinton Avenue, Suite 310 Little Rock, Arkansas 72201	None
Jack W. Forrest	Director	500 International Parkway, Suite 200 Heathrow, Florida 32746	None
Jack W. Forrest	President and Chief Executive Officer	500 International Parkway, Suite 200 Heathrow, Florida 32746	\$400,000
A. Reid Allison	Chief Financial Officer	500 International Parkway, Suite 200 Heathrow, Florida 32746	\$300,000
Robert Lutz	Senior Vice President and Assistant Secretary	500 International Parkway, Suite 200 Heathrow, Florida 32746	\$300,000
Charles R. Camp	Secretary and General Counsel	500 International Parkway, Suite 200 Heathrow, Florida 32746	\$300,000
Dr. P. Michael Lanouette	Chief Academic Officer	500 International Parkway, Suite 200 Heathrow, Florida 32746	\$250,000

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Attachment to Form 1023

### Item 1b - Five Highest Compensated Employees

After the closing of the Acquisition described on Schedule G, the five highest compensated employees of the College will be the officers listed in Item 1a.

## Item 1c - Five Highest Compensated Independent Contractors

After the closing of the Acquisition described on Schedule G, the five highest independent contractors of the College will be the following:

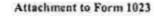
Name of Business	Title	Mailing Address	Compensation
ClearPointe Technology Group	IT and Data Collection Services	7 Office Park Drive, Suite 200 Little Rock, AR 72211	\$1,286,473.60
Global Financial Services	Financial Aid Servicing	12268 Intraplex Parkway Gulfport, MS 39503	\$749,976.83
Beadles Cleaning Services	Janitorial Services	1229 E Oaklawn Street Terrell, TX 75160	\$302,112.21
ESM	Call Center and Lead Generation Services	8740 Lucent Blvd, Suite 300 Highlands Ranch, CO 80129	\$221,260.75
Paul Bott Associates	Regional Accreditation Application Services	3535 Farquhar Ave., Suite 14 Los Alamitos, CA 90720	\$191,391.22

## Item 2a - Business Relationships between Officers, Directors or Trustees

Warren Stephens, Kevin Wilcox and Marshall McKissack, who serve on the Board, are all employed by Stephens Inc., a privately-held, independent financial services firm ("Stephens").

Jerald M. Barnett, Jr. and Jack W. Forrest, who will serve on the Board after the Acquisition, are members of the board of directors of Education America. Mr. Forrest also serves as the

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President and Chief Executive Officer of Education America. In addition, as more particularly described on Item 4 of Schedule G, Mr. Barnett owns a majority of the outstanding equity interests of Education America.

After the Acquisition, the officers of the College will be the individuals who currently serve as the officers of, and hold various employment positions with, Education America. Furthermore, as more particularly described on Item 4 of Schedule G, after the Acquisition, the officers of the College will be persons who currently hold, in the aggregate, less than 10% of outstanding shares of Education America.

Education America has from time-to-time retained Stephens to provide its board of directors with investment banking advice related to strategic acquisitions and dispositions. Stephens also serves as investment advisor to Education America's 401(k) retirement plan.

### Item 2b - Business Relationships with Officers, Directors or Trustees

After the closing of the Acquisition, Stephens will continue to serve as investment advisor to the College's 401(k) retirement plan.

In connection with the Acquisition, the College will enter into an agreement with Mr. Barnett in which he will provide consulting services to the College for a period of 3 years (the "Consulting Agreement"). Mr. Barnett will be required to provide between 10 and 20 hours of such services each week during the term of the Consulting Agreement. As discussed on Item 5 of Schedule G, the College will engage an expert to determine the appropriate level of compensation to be paid to Mr. Barnett under the Consulting Agreement.

As more particularly described on Schedule G, Messrs. Barnett and Forrest and the other executives of the College will also receive distributions when made from Education America relating to the Seller Notes as a result of their equity interests in Education America.

### Item 2c - Business Relationships Between Officers, Directors or Trustees and Independent Contractors

See discussion under Item 2b above related to the Consulting Agreement.

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#### Attachment to Form 1023

#### Item 3a - List of Qualifications, Hours Worked and Duties of Directors and Employees

#### Warren Stephens, Director

Qualifications: Chairman, President and Chief Executive Officer of Stephens Inc. Average hours: 5 volunteer hours per month.

Duties: The duties and responsibilities of a Director as outlined in the attached Articles and Bylaws of the College.

#### Kevin Wilcox, Director & President

Qualifications: Currently serves as a Managing Director of Stephens Capital Partners, a subsidiary of Stephens Inc. Mr. Wilcox previously served as Head of Investment Banking at Stephens Inc. and in various executive positions with Lehman Brothers and Investcorp International, Inc.

Average hours: 5 voluntcer hours per month.

Duties: The duties and responsibilities of a Director and officer as outlined in the attached Articles and Bylaws of the College.

#### Marshall McKissack, Director & Secretary

Qualifications: Currently serves as Managing Director of Stephens Inc.'s mergers and acquisitions group.

Average hours: 5 volunteer hours per month.

Duties: The duties and responsibilities of a Director and officer as outlined in the attached Articles and Bylaws of the College.

The following individuals will also serve as officers and directors of the College after the Acquisition described on Schedule G:

### Jerald M. Barnett, Jr., Director

Qualifications: Currently serves as a director and Chairman of the Board of Education America

Average hours: 40-80 hours per month.

Duties: The duties and responsibilities of a Director as outlined in the attached Articles and Bylaws of the College.

#### Jack W. Forrest, Director, President and Chief Executive Officer

Qualifications: Currently serves as the President and Chief Executive Officer of Education America. Mr. Forrest also serves on the board of directors of Education America.

Average hours: 220-350 hours per month.

Duties: The duties and responsibilities of a Director and officer as outlined in the attached Articles and Bylaws of the College.

#### Attachment to Form 1023

#### A. Reid Allison, Chief Financial Officer

Qualifications: Currently serves as the Chief Financial Officer of Education America. Mr. Allison also serves on the board of directors of Education America.

Average hours: 220-350 hours per month.

Duties: The duties and responsibilities of an officer as outlined in the attached Articles and Bylaws of the College.

### Robert Lutz, Senior Vice President and Assistant Secretary

Qualifications: Currently serves as the Senior Vice President and Assistant Secretary of Education America.

Average hours: 220-350 hours per month.

Duties: The duties and responsibilities of an officer as outlined in the attached Articles and Bylaws of the College.

### Charles R. Camp, Secretary and General Counsel

Qualifications: Currently serves as the Secretary and General Counsel of Education America.

Average hours: 220-350 hours per month.

Duties: The duties and responsibilities of an officer as outlined in the attached Articles and Bylaws of the College.

#### Dr. P. Michael Lanouette, Chief Academic Officer

Qualifications: Currently serves as the Chief Academic Officer of Education America. Average hours: 220-350 hours per month.

Duties: The duties and responsibilities of an officer as outlined in the attached Articles and Bylaws of the College.

#### Item 3b - Compensation from Related Organizations

Warren Stephens, Kevin Wilcox and Marshall McKissack, who serve on the Board, receive employment-related compensation from Stephens. Mr. Stephens is the sole stockholder of Stephens and is a trustee of the Jackson T. Stephens Charitable Trust, the sole member of the College.

Contingent upon the close of the Acquisition, Education America will pay Stephens an investment advisory fee of \$2,500,000 for investment advisory services provided in the past, including customarily reimbursable expenses, and in connection with the Acquisition (the "Fee"). Education America's obligation represents, both in amount and its contingent nature, normal industry practice at a market rate for transactions of this type. This Fee is separate and apart from the 401(k) fee described in Item 2b.

Attachment to Form 1023

### Item 5a - Conflict of Interest Policy

A copy of the College's Conflict of Interest Policy is attached hereto as Exhibit 12. The Conflict of Interest Policy was adopted by the Board by unanimous written consent on August 27, 2010. The Secretary's Certificate certifying that the Conflict of Interest Policy was so adopted is attached to said Policy.

## Item 6a and b - Non-Fixed Payments for Officers, Directors and Compensated Employees

After the closing of the Acquisition, the compensation committee of the Board (the "Compensation Committee") will retain the services of an executive compensation consultant to advise it with respect to the appropriate amount, if any, of non-fixed payments to be made to officers and employees of the College, who will be eligible for such payments, the limitations placed on total compensation and whether such payments are consistent with the compensation paid by similarly situated tax-exempt organizations. If, after such consultation, the Compensation Committee believes that such non-fixed payments are appropriate and advisable, it will implement a plan that incorporates the advise of the consultant and such other terms that it deems advisable and appropriate taken into consideration all relevant facts and circumstances. The Compensation Committee will be comprised solely of volunteer, unpaid directors who are not officers or employees of the College. Members of the Board will not be eligible for non-fixed payments for services provided in their capacity as a director.

### Item 7a - Purchase of Goods, Service or Assets from Related Parties

See the discussion in Item 2b above regarding the investment advisor services to be provided by Stephens. The College will assume Education America's current agreement with Stephens which was negotiated at arm's-length for fair market value. A copy of the agreement is attached hereto as Exhibit 13.

See the discussion in Item 2b above regarding the Consulting Agreement. As discussed on Item 5 of Schedule G, the Board will engage an expert to determine the appropriate level of compensation to be paid to Mr. Barnett under the Consulting Agreement.

### Item 8 - Contracts with Related Parties

See the discussion in Items 2b and 7a above regarding the Consulting Agreement.

As more particularly described on Schedule G, the College will issue promissory notes to fund the purchase price of the Acquisition. As more particularly described on Schedule G, certain of the College's directors, officers and employees will receive distributions when made from

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Attachment to Form 1023

Education America relating to the Seller Notes as a result of their equity interests in Education America.

# Item 9 - Contracts with Related Entities

See the discussion in Items 2b and 7a above regarding the investment advisor services to be provided by Stephens.

As more particularly described on Schedule G, after the Acquisition, the College will enter into real property leases (the "Leases") with entities in which more than 35% of the outstanding equity interests are held by Jerald M. Barnett, Jr., a member of the Board and a consultant to the College.



Attachment to Form 1023

# Part VI - Your Members and Other Individuals and Organizations that Receive Benefits from You

## Item 1a - Services Provided to Individuals

See Narrative Description of Activities, Part IV and Schedule B, Section I.

## Item 1b - Services and Funds Provided to Organizations

See Your Specific Activities, Part VIII, Item 13 and Schedule B, Section I.

Attachment to Form 1023

## Part VIII - Your Specific Activities

## Item 2a - Influence Legislation

Staff or board members will talk with elected officials regarding matters that fall within the College's educational mission. For example, the College will send representatives to Washington for the industry Hill Day to speak with congressmen regarding legislation that directly affects the school industry. The College will send representatives to state association meetings in which state or federal legislative members are in attendance, in addition to public forums held by the Department of Education. The College will not attempt to influence legislation in matters other than those that fall directly within its mission. As such, the College's attempts to influence legislation are insubstantial.

#### Item 2b - Influence Legislation

The College will not engage in substantial legislative activities and has no plans to file Form 5768. The College's legislative activities represent an insignificant part of its overall activities. The College projects to spend an average of 150 hours and \$200,000 per year on such activities (which will represent less than 0.05% of the College's overall annual expenses), which will represent a small, insignificant amount of the College's overall resources.

#### Item 4a - Fundraising

<u>Personal and Email Solicitations</u> – The College's President and Board plan to make personal solicitations for donations through face to face meetings and emails with potential donors as identified by their commitment to the College's mission and/or by their history of giving.

#### Item 4d - States in Which Fundraising is Conducted

The College will conduct its fundraising efforts only in the jurisdictions in which it has colleges: Arkansas, Alabama, Colorado, Florida, Hawaii, Louisiana, Ohio, South Carolina, Tennessee and Texas.

#### Item 7a - Development of Facilities

Regarding the development and construction of new facilities, the College plans to use Michael Brady, Inc. Architecture and Engineering Firm to prepare its construction, electrical, mechanical and plumbing designs/plans as Education America has in the past. In addition, the College plans to use Hunter Moody Architects to assist it with space planning on some projects as Education

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America has in the past. As for the actual construction work, the College plans to employ (as Education America has in the past) a Construction Activity Manager, Raymond Zedler, who has 13-years of experience in the construction industry, including 7 years as a commercial construction project manager.

Mr. Zedler has been employed by Education America since January 2007. Prior to starting a construction project, Mr. Zedler sends the work out to several reputable companies for bidding, and after receiving the bids, selects the company based on the company's reputation, quality of the company's work, the company's experience with similar projects, and the price quoted for the work. Based on Mr. Zedler's experience in the industry and experience with similar previous projects during his employment with Education America, he is in a good position to ensure that the College's construction contracts are negotiated at arm's length and cost no more than fair market value for the services provided.

With the exception of one tenant whose lease will expire in 2011, the College will have no tenants in any of the buildings that it will be leasing. Therefore, no marketing will be involved.

### Item 10 - Intellectual Property

The College will own copyrights, licenses and trademarks relating to Education America after the closing of the Acquisition described on Schedule G. The copyrights and trademarks that will be transferred in the Acquisition are as follows:

The following United States federal trademark registrations are all owned by Education America that will be transferred to the College in the Acquisition:

Registration No.	Mark	Date of Registration
2,679,305	Education America	January 28, 2003
2,887,722	Real Skills for the Real World	September 21, 2004
2,955,583	Remington College and Design	May 24, 2005
2,957,972	Remington College	May 31, 2005

The following application has been approved for registration and the registration will be issued in the near future:

Application Serial No.	Mark	Date of Application
77726174	Remington College Online	April 30, 2009

Education America will transfer numerous curriculum and computer software licenses under the contracts granting such licenses that will be assumed by the College. These licenses are essential to the operation of the College.

Attachment to Form 1023

In addition, Education America will transfer numerous unregistered copyrights for catalogs, manuals and other literature to the College.

The College will have common law intellectual property rights to the name "Remington Colleges, Inc."

### Item 13 - Grants to Other Organizations

- (b), (d) The College was organized for educational purposes and is a publicly supported, public benefit organization. It was also organized for charitable purposes. The College will make grants to charitable organizations that are involved in the same states and communities where the College is located. The College will make gifts, grants and contributions to other organizations (not related to the College) for exempt purposes described in § 501(c)(3) of the Internal Revenue Code. All of the College's grantees will be organizations that are exempt from tax under § 501(c)(3) of the Code and described in §§ 509(a)(1), (2) or (3) of the Code.
- (e) The College will keep a detailed record of the amount of any grants or other distributions and the name and address of each distributee in its corporate records.
- (f), (g) The College anticipates making gifts, grants and contributions to other organizations described in § 501(c)(3) of the Internal Revenue Code which are unrelated to the College. Any qualifying non-profit organization which applies to the College for a grant will be considered, in addition to those qualifying non-profit organizations determined by the Contributions Committee and approved by the Directors. No formal application will be required of the qualifying non-profit organization other than a proposal for the use of the grant by the organization. All grants will require the recipient organization to use the funds only for the purposes for which the grant was made and the recipient organization must provide an accounting concerning the use of the grant funds.

## Item 15 - Organizations with Close Connections

The sole member of the College is the Jackson T. Stephens Charitable Trust (the "Trust"), a § 501(c)(3) organization. Warren Stephens, a member of the Board, is a trustee of, and effectively controls, the Trust.



Attachment to Form 1023

# Part IX - Financial Data

The College was originally formed on May 30, 2008. The entity has had no activity since its formation. As such, Part IX has been prepared with projections for the current tax year and for the 2 succeeding tax years.

# Part A. Statement of Revenues and Expenses, Item 9

Gross receipts from tuition	\$15,043,190	\$203,906,004	\$224,153,443
	12/31/2010	12/31/2011	12/31/2012
	8/30/2010 -	1/1/2011 -	1/1/2012

## Part A. Statement of Revenues and Expenses, Item 23

8/30/2010 -	1/1/2011 -	1/1/2012 -
12/31/2010	12/31/2011	12/31/2012
\$1,795,831	\$25,512,310	\$28,026,796
838,769	11,158,432	12,449,841
493,749	6,670,635	7,331,689
426,207	5,758,129	6,328,755
283,753	3,730,423	4,098,178
73,780	969,967	1,065,589
1,255,384	19,064,018	23,864,527
\$5,167,473	\$72,863,913	\$83,165,374
	12/31/2010 \$1,795,831 838,769 493,749 426,207 283,753 73,780 1,255,384	12/31/2010         12/31/2011           \$1,795,831         \$25,512,310           838,769         11,158,432           493,749         6,670,635           426,207         5,758,129           283,753         3,730,423           73,780         969,967           1,255,384         19,064,018

## Part B. Balance Sheet, Item 8

Depreciable and Depletable Assets: Property and Equipment

\$26,333,570



Attachment to Form 1023

# Part B. Balance Sheet, Item 10

Other Assets:	
Prepaid Expense	\$2,529,566
Other Current Assets	\$225,489
Goodwill	\$162,503,821
Identifiable Intangibles	\$36,000,000
Deposits and Other Assets	\$793,655
Total Other Assets	\$202,052,531

# Part B. Balance Sheet, Item 14

Mortgages and Notes Payable:	
Commercial Bank Loan	\$50,000,000
Commercial Line of Credit	\$15,000,000
Seller Promissory Notes	\$165,000,000
Other Long-Term Liabilities	\$1,293,158
Total Mortgages and Notes Payable	\$231,293,158

# Part B. Balance Sheet, Item 15

Other Liabilities:	
Accrued Liabilities	\$4,081,520
Prepaid Tuition	\$8,355,293
Total Other Liabilities	\$12,436,813

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## Schedule B - Schools, Colleges & Universities

## SECTION I: Items 1a, 1b, 3

As more particularly described on Schedule G, the College plans to acquire substantially all of the assets of Education America. Education America's bachelor and associate degree and diploma programs offer career-based technical training that can prepare students for entry-level positions in fields like nursing, medical assisting, business, IT, cosmetology, culinary arts, criminal justice, electronics, graphic arts, and the health sciences. Education America offers more than 25 programs in specialty areas that are in demand by today's employers.

Education America currently has 19 campuses throughout the U.S. – places that attract visitors, businesses, and industries – and the jobs that come along with them. In excess of 60% of Education America's students are minorities and, as such, Education America is providing education and job opportunities to a significant number of minorities and their communities. Education America is located in the following cities:

- Mobile Campus (Alabama)
- Little Rock Campus (Arkansas)
- Colorado Springs Campus (Colorado)
- Orlando Campus (College of Nursing) (Florida)
- Tampa Campus (Florida)
- Honolulu Campus (Hawaii)
- Baton Rouge Campus (Louisiana)
- Lafayette Campus (Louisiana)
- Shreveport Campus (Louisiana)
- Cleveland Campus (Ohio)
- Cleveland West Campus (North Olmsted) (Ohio)
- Columbia Campus (South Carolina)
- Memphis Campus (Tennessee)
- Nashville Campus (Tennessee)
- Dallas Campus (Garland, Texas)
- Fort Worth Campus (Texas)
- Houston Campus (West Chase, Texas)
- Houston Southeast Campus (Webster, Texas)
- North Houston Campus (Greenspoint, Texas)
- Remington College Online



Attachment to Form 1023

 Mobile, AL Campus

 The following programs are available at the Mobile Campus:

 Associate's Degrees
 Diplomas

 Computer and Network Administration
 Computer-A

 Criminal Justice
 Cosmetology

 Process Control Engineering Technology
 Medical Associate Associ

<u>Diplomas</u> Computer-Aided Design and Drafting (CADD) Cosmetology Medical Assisting Medical Assisting with X-Ray Tech (Limited Scope) & EKG Medical Billing and Coding Pharmacy Technician

Education America is dedicated to giving back to our community through our Mobile Campus. Mobile Campus staff members and students participate in a wide variety of community activities in the Mobile and Baldwin County, Alabama areas, including:

- Participating in a minority blood donation campaign. The campaign is called "3 Lives" because three lives may be saved for every one pint of blood donated. The blood drive campaign is focused on Sickle Cell Disease. Each campus holds three blood drives per year.
- Adult literacy tutoring through Goodwill-Easter Seals.
- Participating in Habitat for Humanity, the local Arts Council, and Alabama Citizens for Constitutional Reform.
- Membership in the Mobile County Workforce Planning Council.
- Our Computer Networking Technology students collect and reprogram used cell phones for Phones for Life, and the phones are given to senior citizens for emergency purposes.
- Our Criminal Justice students have organized a chapter of the American Criminal Justice Association, Lambda Alpha Epsilon.
- Involvement in not-for-profit organizations that run science fiction conventions, whose
  proceeds from art sales benefit local charities. MOBICON (held in Mobile, Alabama)
  raised \$4,500 for the Bay Area Food Bank last year, and CoastCon (held in Biloxi,
  Mississippi) raised \$8,055 for Hope Haven Children's Home this year.
- Participating in the March of Dimes "Walk of Life" to raise donations to help prevent children's disabilities.

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- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Our campus is a registered salon with Locks of Love.
- The Mobile Campus collected donations for the Mobile Baykeeper to assist with the oil spill cleanup.
- · Our campus hosted a community fair to benefit a local teen with cancer.
- Participating in the Spirit of Giving toy drive (our 2009 holiday drive). The campus was
  a drop off location for coats and we also donated.

Little Rock, AR Campus

The following programs are available at the Little Rock Campus: <u>Associate's Degrees</u> Criminal Justice Medical Assisting Medical Dillion and

<u>Diplomas</u> Medical Assisting Medical Billing and Coding Pharmacy Technician

The Little Rock Campus is proud of our community involvement. Education America staff members and students participate in a wide variety of community activities in the Little Rock and Pulaski County, Arkansas areas, including:

- · Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Collecting cycglasses for the Lions Club and old cell phones for the local Police Department.
- Participating in the "Partners in Education" program with the Metro Career School, a local trade school in Little Rock, Arkansas.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- · Co-sponsoring a bone marrow drive with Be A Match registry.
- Hosting a job fair that is open to the public in partnership KARZ 42 TV station.

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· Participating in the KTHV's "Stuff the Sleigh" Toy Drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

## Colorado Springs, CO Campus

The following programs are available at the Colorado Springs Campus: Bachelor's Degrees Diplomas Criminal Justice Medical Assisting

Associate's Degrees Criminal Justice

Medical Billing and Coding Pharmacy Technician

Education America staff members and students participate in a wide variety of community activities in the Colorado Springs area, including:

- Volunteering at Penrose Elementary School and the Fourth Judicial District Attorney's office through America Reads.
- Actively participating in the Greater Colorado Springs Chamber of Commerce and on the Chamber Education and Workforce Committee.
- Participating in civic organizations like the Sertoma Club.
- Serving on the Colorado Springs Police Department's Community Advisory Committee, the Board of Directors for ComCor, Inc., and the Advisory Board for the Federal Bureau of Prisons.
- · Serving as a training site for the Colorado State University Extension Service, realtor training, and the Colorado Library Association.
- Conducting blood pressure screenings and food drives.
- Serving as a test site for Registered Medical Assisting (RMA) exams.
- · Hosting and participating in the annual Southern Colorado Health Fair. The fair gave Colorado Springs residents access to more than twenty free or low-cost critical healthcare screenings.
- Conducting a seminar on Internet safety for grandparents raising grandchildren at Head Start.

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- Hosting the Colorado Association of Internet Professionals meetings.
- Participating in the annual Foster Children's Day on Pikes Peak.
- Assisting with Feed the Children, Toys for Tots, and Christmas Unlimited.
- Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in the Southern Colorado AIDS Project (S-CAP) food drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

## Orlando, FL Campus (College of Nursing)

Our Orlando College of Nursing Campus, just north of Orlando in Lake Mary, Florida, offers an accelerated 12-month Bachelor of Science in Nursing (BSN) program. Education America's accelerated nursing program lets students complete their BSN degree in a minimum of just one year. Our focus is to build on a student's previous learning experiences, offering nursing courses that are geared toward meeting specific program objectives in the classrooms, skills labs, and clinical settings. Outside nursing clinical experiences will occur in Orlando-area hospitals, clinics, skilled nursing and rehabilitation facilities, and community-based service organizations.

Our Orlando College of Nursing staff and students participate in a variety of community activities in the Orlando, Florida area, including:

- · Giving flu shots with the County Health Department.
- Participating in the WESH's Share Your Christmas food drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

 Tampa, FL Campus

 The following programs are available at the Tampa Campus:

 Bachelor's Degrees
 Diplomas

 Criminal Justice
 Cosmetolog

Associate's Degrees Computer and Network Administration <u>Diplomas</u> Cosmetology Dental Assisting Medical Assisting Medical Assisting with X-Ray Tech (Limited Scope) & EKG Personal Fitness Trainer

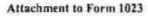
Criminal Justice

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Our Tampa Campus also believes in giving back to the local community and does so in several ways, including the following:

- Assisting in health fairs in the adjacent communities.
- Assisting the Red Cross with volunteer work.
- Our Information Technology students collect used, donated computer equipment, refurbish the equipment, and supply it to a local company that donates the computers to individuals in need.
- Hosting quarterly career fairs that are open to the public in partnership with WTOG CW 44 TV station.
- Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- The campus is a registered salon with Locks of Love.
- Our cosmetology students provide services to Moffitt Cancer patients and survivors.
- The Cosmetology Department has coordinated with the local Tampa Bay affiliate of the Dress for Success® Program to offer complimentary haircuts and manicures to deserving women who have overcome tremendous life challenges, rehabilitated their lives, and are now preparing to interview for jobs.
- Participating in the Toys for Tots toy drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.



 Honolulu, HI Campus

 The following programs are available at the Honolulu Campus:

 Bachelor's Degrees
 Diplomas

 Criminal Justice
 Cosmetology

 Organizational Management
 Massage Therapy

Associate's Degrees Clinical Medical Assisting Computer and Network Administration Criminal Justice International Business

Our Honolulu Campus has strong ties to the community. Campus personnel and students are actively involved in many community activities:

- Participating in the "Dress for Success and Interviewing Techniques" judging and training for the Hawaii Community Action Program and Filipino Junior Chamber of Commerce Job Fairs.
- · Serving on the Education Advisory Board for the University of Hawaii.
- Participating in raising funds for the American Red Cross with the Filipino American Multi-Ethnic Society (FAMES), and fundraising for the downtown business community in Honolulu.
- · Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- · Our campus is a registered salon with Locks of Love.
- Co-sponsoring a bone marrow drive with the Hawaii Bone Marrow Donor Registry.
- Participating in the Toys for Tots toy drive (our 2009 holiday drive). The campus was a
  drop off location for coats and we also donated.



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Education America students and faculty from the Massage Therapy Program sponsor or participate in many community projects on a volunteer basis including:

- All massage activities for participating athletes in the yearly Special Olympics held at the University of Hawaii Campus Track and Field complex. This volunteer program is held in conjunction with the American Massage Therapy Association.
- The Senior Citizen Health Fair and the Senior Citizen Physical Rehabilitation Center in Kaneohe, Hawaii.

These are just a few of the activities we participate in at our Honolulu college. Giving back to the community is an important part of the core mission and values of Education America – a sense of family and community, is foremost in our Hawaiian culture.

### Baton Rouge, LA Campus

 The following programs are available at the Baton Rouge Campus:

 Associate's Degrees
 Diplomas

 Business Office Management
 Cosmetology

 Computer and Network Administration
 Medical Assisting

 Criminal Justice
 Medical Billing and Coding

 Pharmacy Technician
 Pharmacy Technician

The Baton Rouge Campus is actively involved in the community. Our staff and students participate in a variety of community activities in the Baton Rouge area, including:

- Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Our campus is a registered salon with Locks of Love.
- Our cosmetology students joined hands with Cancer Services of Greater Baton Rouge, an
  organization dedicated to improving and empowering the lives of those living with
  cancer. During the month of February, cosmetology students shampooed, cut, and styled
  30 women's wigs for Baton Rouge's "Cancer Warriors" at no cost to the recipients. And,
  in March, the students completed an impressive 60 additional wigs. A Cancer Services
  representative periodically picks up the styled wigs and drops off more for styling.

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 Participating in the Pat's Coats for Kids, a coat drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

## Lafayette, LA Campus

 The following programs are available at the Lafayette Campus:

 Associate's Degrees
 Diplomas

 Computer and Network Administration
 Cosmetology

 Criminal Justice
 Electronic Text

Diplomas Cosmetology Electronic Technology Medical Assisting Medical Billing and Coding Pharmacy Technician

Education America - Lafayette Campus plays an active role in the life of our surrounding community. Our staff and students are involved in a variety of community activities in the Lafayette area, including:

- Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- Our campus is a registered salon with Locks of Love.
- Participating in the Foodnet Food for Families Food Drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

## Shreveport, LA Campus

 The following programs are available at the Shreveport Campus:

 Associate's Degrees
 Diplomas

 Business Office Management
 Electronic Tech

 Criminal Justice
 Medical Assisti

Peport Campus: <u>Diplomas</u> Electronic Technology Medical Assisting Medical Billing and Coding



## Attachment to Form 1023

Our staff and students are involved in a variety of community activities in the Shreveport area, including:

- · Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Hosting job fairs that are open to the public in partnership with various TV stations (such as ABC and NBC).
- Our electronic technology students volunteer at the Regional Mini-Urban Challenge Robotics Competition.
- · Holding bake sales to collect donations for the Red Cross for Haiti fund.
- · Hosting National Night Out, which is open to the community.
- · Hosting community health and wellness events, which are open to the public.
- Collected over 4,000 pounds of food for Food Bank of Northwest Louisiana.
- Participating in the Toys for Tots toy drive (our 2009 holiday drive). The campus was a
  drop off location for coats and we also donated.

## Cleveland, OH Campus

 The following programs are available at the Cleveland Campus:

 Associate's Degrees
 Diplomas

 Business Office Management
 Cosmetology

 Computer and Network Administration
 Electronic Tec

 Criminal Justice
 Medical Assist

Diplomas Cosmetology Electronic Technology Medical Assisting Medical Assisting with X-Ray Tech (Limited Scope) & EKG Medical Billing and Coding Pharmacy Technician

Our Cleveland Campus is actively involved in the community. Our staff and students are involved in a variety of community activities in the Cleveland area, including:

Participating in "3 Lives" blood drive campaign, which is held three times per year.

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- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- · Our campus is a registered salon with Locks of Love.
- Hosting a Social Services Informational Fair. This event, which is open to the public, has
  various agencies in attendance which provide information on day care assistance,
  neighborhood housing services, domestic violence awareness, consumer credit
  counseling, and job and family services.
- Participating in the Coats for Kids, coat drive (our 2009 holiday drive). The campus was
  a drop off location for coats and we also donated.

### Cleveland West Campus (North Olmsted, OII)

The following programs are available at the Associate's Degrees	Cleveland West (North Olmsted) Campus: Diplomas
Computer and Network Administration	Dental Assisting
Criminal Justice	Medical Assisting
Physical Therapist Assistant	Medical Assisting with X-Ray Tech (Limited
	Scope) & EKG
	Medical Billing and Coding
	Pharmacy Technician

The Cleveland West Campus is actively involved in the community. Our staff and students are involved in a variety of community activities in the North Olmsted area, including:

- Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in the Holiday "Adopt a Resident" Program at Malachi House. Founded in 1988, Malachi House cares for terminally ill in the Cleveland area who have no caregiver or no available funds to pay for care. With the help of our Cleveland West Campus staff and students, more than 60 gifts were collected for Malachi House residents.

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 Participating in the Coats for Kids coat drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

Columbia, SC Campus The following programs are available at the Columbia College Campus: <u>Diplomas</u> Cosmetology Medical Assisting Medical Billing and Coding

Our Columbia Campus staff members and students are actively involved in a variety of community activities in the Columbia area, including:

- · Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- Our campus is a registered salon with Locks of Love.
- Participating in the Palmetto Project's "Families Helping Families" gift drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

#### Memphis, TN Campus

The following programs are available at the Memphis Campus: <u>Associate's Degrees</u> Business Office Management Cosmetology Heating, Vent (WVAC)

Criminal Justice Electronics and Computer Technology <u>Diplomas</u> Cosmetology Heating, Ventilation and Air Conditioning (HVAC) Medical Assisting Medical Billing and Coding Pharmacy Technician



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The Memphis Campus is actively involved in the community. Our staff and students are involved in a variety of community activities in the Memphis area, including:

- Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- · Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- Our campus is a registered salon with Locks of Love.
- Hosting a job fair that is open to the public in partnership WPTY ABC TV station.
- American Criminal Justice Society (Omega Eta Psi) organized a fundraiser to help the families of two West Memphis officers killed in the line of duty.
- · Our cosmetology students offered complimentary manicures and hand, scalp, and shoulder massages to staff members at the Union Avenue Baptist Church in Memphis.
- Participating in the Toys for Tots toy drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

## Nashville, TN Campus

The following programs are available at the Nashville Campus: Associate's Degrees Diplomas Criminal Justice Cosmetology Dental Assisting Dental Hygiene Medical Assisting

Medical Billing and Coding

The Nashville Campus is actively involved in the community. Our staff and students are involved in a variety of community activities in the Nashville area, including:

Participating in "3 Lives" blood drive campaign, which is held three times per year.

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- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- Our campus is a registered salon with Locks of Love.
- Co-sponsoring a bone marrow drive with Be A Match registry.
- Hosting a job fair that is open to the public in partnership WZTV Fox TV station.
- Hosting a National Night Out in which the community is invited to participate in a
  variety of activities that promote health, safety and interaction, including:
  - · ChildPrint ID's and toothprints for kids
  - · Safety information packets for the public
  - · Safety-related coloring books for kids
  - · A bounce house and other games for kids
  - Visits with local police, fire and medical personnel
  - Refreshments
- · Participating in Career Day at Cockrill Elementary School in Nashville.
- Collecting food for Second Harvest Food Bank.
- Donating \$5,000 to Second Harvest Food Bank for mobile panties after the flood.
- Participating in the Toys for Tots toy drive (our 2009 holiday drive). The campus was a
  drop off location for coats and we also donated

### Dallas Campus (Garland, TX)

 The following programs are available at the Dallas Campus:

 Associate's Degrees
 Diplomas

 Business Administration
 Cosmetolo

 Computer and Network Administration
 Medical As

 Criminal Justice
 Medical Bis

 Culinary Arts
 Pharmacy

Diplomas Cosmetology Medical Assisting Medical Billing and Coding Pharmacy Technician



Attachment to Form 1023

The Dallas Campus is actively involved in the greater Dallas community. Our staff and students are involved in a variety of community activities in the greater Dallas area, including:

- · Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makcover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- · Our campus is a registered salon with Locks of Love.
- Our cosmetology students and instructors volunteered and offered free shampoos and haircuts to the homeless attending a Thanksgiving luncheon in the Oak Cliff area of Dallas. This gathering was sponsored by the Homeless Advocates of Texas (HAT).
- Participating with Metroplex Association of Career Schools to do a variety of charitable contributions.

## Fort Worth, TX Campus

The following programs are available at the	Fort Worth Campus:
Associate's Degrees	Diplomas
Computer and Network Administration	Dental Assisting
Criminal Justice	Medical Assisting
Digital Graphic Art	Medical Assisting with X-Ray Tech (Limited
	Scope) & EKG
	Medical Billing and Coding
	Pharmacy Technician

Our Fort Worth, Texas College Campus is actively involved in the local community. Our staff and students are involved in a variety of community activities in the Fort Worth area, including:

- · Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.

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- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makcover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- · Our campus is a registered salon with Locks of Love.
- Participating with Metroplex Association of Career Schools to do a variety of charitable contributions.
- Participating in the KTVT's "Cowboy Santas" toy drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

## Houston Campus (West Chase, TX)

 The following programs are available at the Houston Campus:

 Associate's Degrees
 Diplomas

 Business Office Management
 Cosmetology

 Criminal Justice
 Electronic Te

<u>Diplomas</u> Cosmetology Electronic Technology Medical Assisting Medical Billing and Coding Pharmacy Technician

Our Houston Campus is actively involved in the community in various capacities, including:

- Active memberships in the Westchase Chamber of Commerce and Houston Better Business Bureau.
- Affiliations with the University of Texas MD Anderson Cancer Center Blood Bank and the North Harris County Criminal Justice Association.
- Participating in community career fairs.
- A scholarship program for recent high school graduates.
- Outreach to the employment community through a guest speaker program, Program Advisory Committees (PACs), externship programs, and the Career Services Department.
- Participating in "3 Lives" blood drive campaign, which is held three times per year.

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Attachment to Form 1023

- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- · Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- Our campus is a registered salon with Locks of Love. .
- Co-sponsoring a bone marrow drive with Be A Match registry.
- Participating in the Toys for Tots toy drive (our 2009 holiday drive). The Campus was a drop off location for coats and we also donated.

## Houston Southeast Campus (Webster, TX)

The following programs are available at the Houston Southeast Campus: Associate's Degrees Diplomas Business Office Management Cosmetology Computer and Network Administration Dental Assisting Medical Assisting

Medical Billing and Coding

Our Houston Southeast Campus is actively involved in the community in various capacities, including:

- Participating in "3 Lives" blood drive campaign, which is held three times per year.
- · Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children • 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- Our campus is a registered salon with Locks of Love.

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- Houston Southeast Campus partnered with the Assistance League of the Bay Area ("ALBA") and their "Operation Cinderella" Program to assist disadvantaged high school students for Prom.
- Participating in the Toys for Tots toy drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

## North Houston Campus (Greenspoint, TX)

The following programs are available a	t the North Houston Campus:
Associate's Degrees	Diplomas
Business Office Management	Cosmetology
Criminal Justice	Dental Assisting
	Medical Assisting
	Medical Billing and Coding

The North Houston Campus is actively involved in the community. Our staff and students are involved in a variety of community activities in the Greenspoint area, including:

Pharmacy Technician

- Participating in "3 Lives" blood drive campaign, which is held three times per year.
- Participating in the Adopt Our School program, where local public schools can receive donations from Education America.
- Participating in Cuts for Kids. This program offers complimentary haircuts for children 17 and under.
- Participating in Prom Night Makeover. This program offer complimentary haircuts, updos, makeup, manicure and pedicure to high school students.
- Our campus is a registered salon with Locks of Love.
- Co-sponsoring a bone marrow drive with Gulf Coast Regional Blood Center.
- Participating in the Toys for Tots toy drive (our 2009 holiday drive). The campus was a drop off location for coats and we also donated.

## Remington College Online

Remington College offers online associate's and bachelor degree programs that can help students learn skills in business, accounting, management, marketing, criminal justice and paralegal. Our

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convenient online programs offer students flexibility while providing instruction that may help them start a new career or get ahead in their existing career.

Online Bachelor Degrees Business Administration Accounting General Business Human Resources Management Marketing Criminal Justice Organizational Management <u>Online Associate's Degrees</u> Criminal Justice Paralegal



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Item 7: See Your Specific Activities, Part VIII, Item 7a, regarding the employment of persons to develop new facilities.

## SECTION II

Item 1: The College's racially nondiscriminatory policy can be found in Article SIXTH(a) of the Amended and Restated Articles of Incorporation. A copy of the College's Amended and Restated Articles of Incorporation are enclosed as Exhibit 5.

Item 2: Copies of Education America's Nondiscrimination Policy and Dispute Resolution Procedures and Alternatives, as published in the College Catalog, are enclosed as Exhibit 11. Also enclosed are copies of Education America's Employment Application and the Employee Handbook as Exhibits 14 and 15, respectively. Education America's nondiscrimination policy is also published on its web page (www.remingtoncollege.edu).

Item 3: After the Acquisition described on Schedule G closes in December, the College will publish the following Notice of Nondiscriminatory Policy as to Students in a newspaper of general circulation that serves all racial segments of the community in each of the nineteen communities where the campuses are located. In addition, the nondiscrimination policy is published on its webpage (www.remingtoncollege.edu).

## NOTICE OF NONDISCRIMINATORY POLICY AS TO STUDENTS

Remington Colleges, Inc. admits students of any race, color, national and ethnic origin to all the rights, privileges, programs and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs and athletic and other schooladministered programs.

This ad placement is to satisfy Section 501(c)(3) of the Internal Revenue Code requiring a Notice of Nondiscriminatory Policy as to Students. Remington Colleges, Inc. has adopted nondiscrimination policies which may be broader than this requirement.

Item 5: Education America admits students monthly and quarterly, depending on the type of program. Consequently, it has an academic beginning every month of the year. Therefore, the table was completed based upon the student body, faculty and administrative staff as of the end of Education America's last fiscal year (June 30, 2010).



Attachment to Form 1023

Item 7a: The following is a list of the College's incorporators, founders, board members and donors of land or buildings, whether individuals or organizations:

<u>Name</u> Harold W. Hamlin Warren Stephens Kevin Wilcox Marshall McKissack <u>Title</u> Incorporator Director Director Director

Attachment to Form 1023

## Schedule G – Successors to Other Organizations

## Items 1a, 1b, 2b, 2e

For purposes of considering the financial responsibility standards when considering an application for a change of control, the United States Department of Education ("USDE") considers the parent corporation to be the acquiring entity even though an acquisition subsidiary is technically the legal entity acquiring the assets and operating the institutions.

The Trust, the sole member of the College, meets the § 501(c)(3) requirement and the audited financial statements for its two most recent fiscal years more than satisfy the applicable financial standards (i.e., the composite score calculation). Therefore, the College will be able to continue to participate in the FSA programs without having to post a large letter of credit or be subject to substantial restrictions.

The College was formed as a member organization, with the Trust as its sole member, in order to satisfy the financial responsibility test. In addition, different treatments are afforded to a nonprofit entity that: (a) has been in existence for two or more years and (b) has audited financial statements which satisfy certain financial requirements of the Federal Student Aid ("FSA") programs, than would be afforded to either (i) a newly formed nonprofit or (ii) to a nonprofit which had been in existence for two or more years but did not have two years audited financial statements that meet the financial standards. It is believed that with the Trust as a member the College will receive all of these favorable treatments.

As described in Part IV above, since its incorporation, the College has not conducted any activities nor received any contributions, earned any income or incurred any expenses. As a result of the Acquisition, the College will take over the activities and assets of Education America, an S corporation for federal income tax purposes, more particularly described on Part IV above.

The Board will retain an independent financial advisor to advise it with respect to the fairness, from a financial point of view, of the Acquisition and to provide the Board with an opinion to such affect prior to the closing of the Acquisition. The Board has also retained independent real estate appraisers to advise it with respect to the fairness, from a financial point of view, of the Leases, and to provide the Board with an opinion to such affect prior to the closing of the Acquisition. Furthermore, the Board will seek advice from an outside, third-party appraiser with respect to the value of the assets to be acquired in the Acquisition. The Board has also retained Kutak to negotiate a definitive asset purchase agreement in accordance with the terms and conditions contained within the Letter of Intent entered into between the College and Education America on August 27, 2010, as described below. The Board and Kutak have begun their due diligence review of Education America and anticipate that an acquisition agreement can be finalized and signed within the next thirty (30) days. The tentative closing date for the Acquisition is December 1, 2010.



Attachment to Form 1023

The letter of intent (the "Letter of Intent"), attached hereto as Exhibit 16, provides that the College will acquire all of the assets, other than real property and certain other excluded assets not used in the operation of the Schools, free and clear of all liens, restrictions and non-ordinary course liabilities and encumbrances, in exchange for a purchase price of approximately \$217,500,000, less any adjustment described below (the "Purchase Price"). The Purchase Price will consist of (i) \$52,500,000 of cash, (ii) a subordinated, secured 6% promissory note in the amount of \$75,000,000 and (iii) a subordinated, secured 10% promissory note in the amount of \$90,000,000 (collectively, the "Seller Notes"). The Purchase Price will be adjusted in an amount equal to the outstanding indebtedness of Education America's revolving line of credit on the closing date. In order to fund a portion of the Purchase Price, the College will enter into a credit agreement with a commercial bank providing for a \$25,000,000 revolving credit facility (the "Revolver") and a \$50,000,000 term loan facility (the "Credit Agreement"). The College will use the proceeds of the Revolver to meet liquidity needs and for general corporate purposes.

The Seller Notes will be subordinated to the debt incurred under the Credit Agreement ("Priority Debt") and no payments will be made under the Seller Notes until the Priority Debt is repaid in full. The timing and the amount of the repayment of the Seller Notes is based upon a fixed formula and there is no discretion exercised by any person with respect to the amount to be paid. Pursuant to the formula, no payments will be made on the Seller Notes until the annual amount of the Reserve, as described below, is funded. The College will use revenue from operations to service the Credit Agreement, amortize the Seller Notes and otherwise fund the working capital needs of the College.

Notwithstanding the foregoing, the Letter of Intent is not a binding obligation of the College or Education America and may be terminated unilaterally by either party.

The College will maintain an annual reserve of \$6,000,000 for capital expenditures each year and a working capital reserve equal to 50% of the cash flows available after debt service on the Credit Agreement until a working capital reserve of \$20,000,000 is funded (the "Reserve"). The anticipated EBITDA (earnings before interest, taxes, depreciation and amortization) will be between \$28,000,000 and \$30,000,000 annually.

It is contemplated that the College will retain substantially all of the current officers and employees after the Acquisition is completed and that the operations will continue in substantially the same manner as currently conducted by Education America.

Mr. Barnett, the majority shareholder of Education America, decided that, after almost 25 years of operating the intuitions operated by Education America, he wanted to sell the institutions owned by Education America. After considering all of the options and reviewing what had transpired when sales of similar companies are made to for-profit buyers, it was determined that (i) it would benefit the students attending the institutions and (ii) enhance the ability of the institutions to continue to operate indefinitely so they could continue to serve the segment of the

## Attachment to Form 1023

population which comprised its students if the institutions operated as a nonprofit institution. In addition, many of the non-equity employees have worked for the institutions for a number of years and a sale to a for-profit entity could result in the loss of their jobs or result in a change in operations that would be detrimental to them and the students they serve. The principal shareholder wanted to lessen the impact a sale could have on the employees and students. The students will benefit by access to grants and scholarships that are only available to students attending nonprofit institutions. Many of the regulations that necessitate tuition increases and increase the cost of operations only apply to for-profit institutions. Since these regulations would no longer apply, the need to increase tuition costs in the future could be lessened. In addition, other cost savings could be realized from the sale which could also hold down tuition costs. Over time, the institutions would be able to offer more scholarships to its students as well.



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# Item 4

The shareholders of Education America are:

		Current Ownceship		Ownership Post-Exercise of Options	
Shareholder	Address	Shares	Percentage	Shares	Percentage
Jerold M. Barnett, Jr.	S00 President Clinton Avenue, Suite 310 Little Rock, AR 72201	12,571.0	80.331%	10,332.0	66.022%
Blake Barnett Trust	500 President Clinton Avenue, Suite 310 Little Rock, AR 72201	930.5	5.946%	931.0	5.946%
Ben Barnett Trust	500 President Clinton Avenue, Suite 310 Little Rock, AR 72201	930.5	5 946%	931.0	5.946%
Jack W. Forrest	500 International Parkway, Suite 200 Heathrow, FL 32746	554.0	3.540%	847.0	5.414%
Pedro Deguzman	cio Florida Career College 383 North State Road 7 Lauderdale Lakes, FL 33319	365.0	2.332%	365.0	2.332%
Robert Lutz	500 International Parkway, Suite 200 Heathrow, FL 32746	104.0	0.665%	398.0	2.543%
P. Michael Lanouette	500 International Parkway, Suite 200 Heathrow, FL 32746	75.0	0.479%	193.0	1.234%
Charles R. Camp	500 International Parkway, Suite 200 Heathrow, FL 32746	41.0	0.262%	335.0	2.1409
Ellan Camp	c/o Charles R. Camp, Trustee 500 International Parkway, Suite 200 Heathrow, FL 32746	37.0	0.236%	37.0	0.236%
A. Reid Allison	500 International Parkway, Suite 200 Heathrow, FL 32746	41.0	0.262%	277.0	1.7679
Todd Zvaigzne	500 International Parkway, Suite 200 Heathrow, FL 32746	0.0	0.00056	118.0	0.7559
Dale Leatherwood	500 International Parkway, Suite 200 Heathrow, FL 32746	0.0	0.000%	118.0	0.755%
Chuck Farraj	500 International Parkway, Suite 200 Heathrow, FL 32746	0.0	0.000%	118.0	0.755%
Hirum Nall	500 International Parkway, Suite 200 Heathrow, FL 32746	0.0	0.000%	118.0	0.755%
Karen Polifko	660 Century Point Lake Mary, FL 32746	0.0	0.000%	118.0	0.755%
Jonathan Baker	500 International Parkway, Suite 200 Heathrow, FL 32746	0.0	0.000%	118.0	0.755%
Jake Freemsdorf	500 International Parkway, Suite 200 Hesthrow, FL 32746	0.0	0.000%	59.0	0.378%
Skip Walls	1800 Eastgate Drive Garland, TX 75041	0.0	0.000%	118.0	0.755%
Lori May	2710 Nonconnah Boulevard Memphis, TN 38132	0.0	0.000%	118.0	0.755%





Attachment to Form 1023

The officers and directors of Education America are:

Officer/Director Address Jerald M. Barnett, Jr. 500 President Clinton Avenu Suite 310 Little Rock, AR 72201		<u>Title</u> Director / Chairman		
Jack W. Forrest	500 International Parkway, Suite 200 Heathrow, FL 32746	Director / President / Chief Executive Officer		
A. Reid Allison	500 International Parkway, Suite 200 Heathrow, FL 32746	Director / Chief Financial Officer		
Robert Lutz	500 International Parkway, Suite 200 Heathrow, FL 32746	Senior Vice President / Assistant Secretary		
Charles R. Camp	500 International Parkway, Suite 200 Heathrow, FL 32746	Secretary / General Counsel		
Dr. P. Michael Lanouette	500 International Parkway, Suite 200 Heathrow, FL 32746	Chief Academic Officer		

<u>Item 5</u>: After the closing of the Acquisition, the officers listed above will become the officers of the College. In addition, Education America will designate Jerald M. Barnett, Jr. and Jack W. Forrest to the Board.

The current management of Education America will continue on as the management of the College. Employment agreements for management employees will be substantially similar to the agreements currently in effect. A copy of the form for the employment agreements for management employees is attached hereto as Exhibit 17.

Jerald M. Barnett, Jr., the majority shareholder of Education America, will enter into the Consulting Agreement and serve as a consultant to the Board, in addition as serving as a director of the College. Mr. Barnett has approximately 28 years of experience in the post-secondary education industry. Mr. Barnett's knowledge of the industry, and his personal knowledge of, and professional working relationships with virtually of all the key managers of Education America,

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make him uniquely qualified to advise the Board on regulatory and market issues as well as operational matters.

Mr. Barnett will be required to spend between ten and twenty hours per week performing the duties which include, but are not limited to:

- Regularly reviewing operational reports (DAR, DER, Placement Reports, Population and "Starts" Reports, Financial Statement Previews and Monthly Financial Statements)
- Discussing data from the reports by telephone, email, and/or in person meetings on a regular basis with the one of more of the following officers: CEO, CFO, CAO, Senior VP, Regional VP of Operations).
- Participating in strategic discussions regarding new programs offerings, facility expansions, and additional/new locations.
- Participating and advising in discussions regarding the regulatory environment and trends/initiatives that might impact the Company's operations and planning responses to maximum opportunities or minimize negative impacts/limitations/risks.
- Attending and taking an active role in the Company's national meetings (such as Campus Presidents' meeting, DOA meetings, DOE meetings, CSD meetings, etc. (Estimated meeting time, including travel days, 12-16 days per year at an average of 14 hours per day, including social and team building activities)
- Monthly visits to Company headquarters to interact with senior management team (estimated time, including travel time, 3 days per month at 10 hours per day)

The College will engage an outside compensation expert to determine the appropriate level of compensation to be paid to Mr. Barnett under the Consulting Agreement.

Item 6a, 6c: In connection with the Acquisition, the College will purchase substantially all of the assets of Education America. A list of Education America's assets as of June 30, 2010, as set forth on its consolidated financial statements, is attached hereto as Exhibit 18. As described in Items 1a, 1b, 2b and 2e above, the fair market value of the assets will be established by independent, third-party appraisals and fairness opinions of the College's financial advisors. A purchase agreement for the Acquisition has not been agreed upon as of the date of this filing.

Item 7: The College anticipates assuming the following liabilities of Education America: (a) trade and accounts payables and other disclosed liabilities incurred in the ordinary course of business; (b) payroll and sales taxes payable incurred in the ordinary course of business; (c) vacation pay, sick leave and other accrued employee compensation and benefits, whether or not accrued in accordance with U.S. Generally Accepted Accounting Principles consistently applied; (d) obligations to students under enrollment agreements including but not limited to

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student refund and return of Title IV student aid and other student refund obligations; (e) obligations arising under assigned contracts; and (f) employee benefit plans including, but not limited to, 401(k) plan (including investment management and third party administration contracts), cafeteria plan, group health insurance plan, group life insurance plan, dental insurance plan, vision insurance plan, accidental death and dismemberment insurance plan, long term disability insurance plan, short term disability plans, supplemental term life insurance plan, supplemental accidental death and dismemberment insurance plan and employee assistance program.

Item 8: Education America owns a portion of the real property used by it to operate the Schools. In addition, Education America has entered into real property lease agreements with various parties. Certain of these leases have been entered into with parties that are related to or controlled by Jerald M. Barnett, Jr. (the "Affiliate Leases"). As part of the Acquisition, the College will either assume the Affiliate Leases and the leases between the Schools and Education America or enter into new leases for any lease deemed to contain non-market rents by independent real estate appraisers. Upon the closing of the Acquisition, all non-affiliated, thirdparty leases will be assumed by the College. A copy of the form for the Affiliate Leases and the leases between Education America and the Schools is attached hereto as Exhibit 19.



Attachment to Form 1023

# Schedule H – Organizations Providing Scholarships, Fellowships, Educational Loans or Other Educational Grants to Individuals and Private Foundations Requesting Advance Approval of Individual Grant Procedures

## SECTION I

**Item 1a, 1b**: Education America participates and provides funds to support the Imagine America Scholarship Program. This scholarship program was created by the Imagine America Foundation (formerly known as the Career Training Foundation) in 1998 to help high school graduates fund their education at career colleges. Each year, every high school in the United States and Puerto Rico may select up to five graduating seniors to receive a \$1,000 Imagine America Scholarship. Education America has no input in the decisions of what students get these scholarships or whether any are awarded to students that attend Education America.

Each Education America campus participates in the Campus High School Scholarship Program, wherein the campus provides one \$500 tuition credit (for diploma programs) or one \$1,000 tuition credit (for associate's degree programs) to each participating high school in the campus' local area for students who plan to attend Education America. The high schools determine who get the scholarships.

Education America and its affiliates participate in an Employee and Family Scholarship Program wherein employees and their eligible dependent family members can receive a scholarship towards the educational programs offered at Education America. Instead of paying the full tuition rate, eligible employees/family members pay only \$125 per month during their enrollment.

Item 1c: Loans are made by Education America to students to fund the difference between Title IV federal student loans and grants, state loans and grants and third party loans the students obtain and the student's tuition cost. The students sign promissory notes for the estimated amount of credit being extended by the college. None of the loans made by Education America bear interest and students make monthly payments on the loans while in school and after they graduate or drop if the loan is not repaid in full while they are attending college. The amount of the monthly payments depends upon the loan balance and usually ranges between \$100.00 for diploma students up to \$200.00 a month for degree students. The monthly payments on loans to cosmetology students range from \$100.00 to \$300.00 a month. In certain cases the loan payments can be as high as \$900.00 a month if the student is not eligible for the maximum amount of Title IV student loans and grants. The number of monthly payments required to amortize a loan usually extend beyond the students anticipated graduation date and range from 27 to 55 months. Some students execute a note for the entire tuition amount and do not obtain student loans or grants of any type. These loans do not bear interest and require the student to make quarterly payments equal to the amount required to pay the tuition in full over the length of

Attachment to Form 1023

the program in which they are enrolled. Loans are not forgiven and the collection department attempts to collect the loans if the students fail to make their scheduled monthly payments.

Item 1d: The Employee and Family Scholarship Program is run through Education America's Human Resources Department and has been published and made known to all Campus Presidents. Other scholarships, including the Imagine America Scholarship Program and Campus High School Scholarship Program, are published in the Campus Catalog. High school recruiters or presenters also discuss them at high school presentations and the guidance counselors are aware of them and can discuss them with interested students.

Item 1e: Representative materials are enclosed as Exhibits 20, 21 and 22.

Item 1f: Enclosed is a copy of the application for the Employee and Family Scholarship Program as Exhibit 22. The Imagine America and Campus High School Scholarship Programs are administered by third parties, who utilize their own selection criteria, and, thus, Education America does not have any applications for these programs.

Item 2: In the past, Education America has maintained a record of who received the scholarships and the amounts. On a going forward basis, the College will maintain case histories of the scholarship recipients, including names, addresses, purposes of awards, amount of each award, manner of selection, and relationship (if any) to officers, directors or donors of funds.

Item 3: Eligibility requirements for the Employee and Family Scholarship Program are set forth in the enclosed Policy and Procedure manual as Exhibit 22. Eligibility requirements for the Imagine America Scholarship Program and the Campus High School Scholarship Program are established by the Imagine America Foundation and the local high schools, respectively.

Item 4a: With respect to the Employee and Family Scholarship Program, employees and/or their dependent family members interested in participating in the program notify Education America, who then reviews/determines whether they are eligible to participate in accordance with the provisions set forth in the enclosed Policy and Procedure manual as Exhibit 22. With respect to the Imagine America Scholarship Program and the Campus High School Scholarship Program recipients are selected by the Imagine America Foundation and the local high schools, respectively.

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<u>Item 4b</u>: As described in the enclosed Policy and Procedure manual as Exhibit 22, there is no limit on the number of scholarships granted annually in the Employee and Family Scholarship Program.

Item 4c: See Item 1a, 1b above.

<u>Item 4d</u>: With respect to the Employee and Family Scholarship Program, eligibility requirements are set forth in the enclosed Policy and Procedure manual (see Exhibit 22). The Imagine America Scholarship Program and the Campus High School Scholarship Program are one-time awards, and thus, there are no renewals.

Item 5: With respect to the Employee and Family Scholarship Program, the employee's supervisor has to approve the scholarship. With respect to the Imagine America Scholarship Program and the Campus High School Scholarship Program recipients are selected by the Imagine America Foundation and the local high schools, respectively.

Item 6: With respect to the Employee and Family Scholarship Program, the individual's eligibility is reviewed/determined by the Campus President, Human Resources Department, the Regional VP of Operations, the President/CEO and the Controller. With respect to the Imagine America Scholarship Program and the Campus High School Scholarship Program recipients are selected by the Imagine America Foundation and the local high schools, respectively.

<u>Item 7</u>: If an applicant meets the pre-requisites, then he or she will qualify for the scholarship under the Employee and Family Scholarship Program. The program is open to anyone, including relatives of the selection committee, officers and directors.

1510080.4

### APPLICATION AND ENROLLMENT AGREEMENT

Remington College – Baton Rouge Campus (A Branch Campus of Remington College – Cleveland Campus)

This Application and Enrollment Agreement collectively with any addendum attached hereto (the "Agreement") is made by and between the individual listed below and Remington College - BCL, Inc. d/b/a Remington College - Baton Rouge Campus 10551 Coursey Boulevard, Baton Rouge, LA 70816, (225) 236-3200, FAX: (225) 922-9569 ("Campus"). The execution of the Application for Admission portion of this Agreement shall constitute only an application for enrollment in the Program offered by the Campus and does not bind the individual to the terms of the Enrollment Agreement portion of this Agreement.

### APPLICATION FOR ADMISSION

Name		Date of Birth (m/d/y)	Age	Home Phone #
Address				Work Phone #
City	State	Zip		Cellular Phone #
Email Address				Student ID Number
Information below to be completed by a Can	npus representative:			
New Applicant – applying as a new full-time Student:         Prior Student Re-Applying – as a full time Student:		t-Applying - as a full-	<ul> <li>Current Student Changing Program – as a full-time Student:</li> </ul>	
Title of Program "Program"			Graduatio	on Award
*Meeting Hours			Start Date	e
Total Quarter Credit Hours in Total Cl Program	ock Hours in Program	Estimated Number of Required to Complete	Program	Projected Date of Graduation/Completion

see Change In Scheduling For Courses And Programs Section for additional information on class scheduling.

### CLERY ACT INFORMATION

As a Prospective Student, you have a right to receive a copy of the Campus Crime and Security Report in accordance with the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act. The report includes information on the Campus' security policies and procedures and specific statistics for criminal incidents and arrests on Campus. This report may be requested from the Campus Director of Education or the Campus President, as set forth in the "Health, Security, and Safety" section of the Catalog. This information may also be obtained at any time by visiting the following website: <u>http://studentinfo.remingtoncollege.edu</u>.

FERPA INFORMATION Under the authority of the Family Educational Rights and Privacy Act of 1974 ("FERPA"), as amended, a student has a right to inspect other the automity of the Pamity Educational Rights and Privacy Act of 1974 ("PERPA"), as amended, a student has a right to inspect and review his/her education records; seek amendment to his/her records that the student believes to be inaccurate, misleading or otherwise in violation of the student's privacy rights; consent to the disclosure of personally identifiable information contained in the student's education records, unless FERPA authorizes disclosure without consent; or file a complaint with the Department of Education for failure to comply with FERPA. More detailed information regarding the foregoing is set forth in the "Examination of Students Records" section of the College Catalog (the "Catalog"), as well as the Annual Notification of Rights under FERPA provided once each year to all enrolled students. Under applicable federal laws, the Campus may be required to provide or disclose the contents of the Student's records to powerseting superior or accention of the Student's records to governmental agencies or accrediting bodies.

I hereby apply for admission to the Campus in the Program identified above. I understand that the admission requirements set forth in the Campus Catalog or this Agreement must be satisfied to be a Student at the Campus. I further acknowledge that I understand I will be given the opportunity to review this entire Agreement before it becomes a binding agreement and when I sign the Student Confirmation of Enrollment, I will be agreeing to be bound by the terms of the contract.

I represent that I am a high school Graduate, or have a GED or the equivalent. (Initial the correct answer.) Yes

If yes, I acknowledge that I must submit written proof in a form acceptable to the Campus of my high school Diploma, GED, or equivalent before the end of the Drop/Add Period for my first Term.

I acknowledge I have received a Catalog with a Date of Publication of \_\_\_\_\_ and a Catalog/Volume # of (and any addenda thereto) and a copy of this Agreement. (m/d/y)

Applicant's Signature

**Application Date** 

Remington College - Baton Rouge Campus

Identifying Data/Revision Date: 09/14/09 See Pages 1-12 For Balance Of Terms Of Agreement Page 1 of 12

No

## ENROLLMENT AGREEMENT

#### CAPITALIZED TERMS

Capitalized terms within this Enrollment Agreement are defined in the Definitions section at the end of this agreement.

#### CATALOG

The Campus provides each Student with a Campus Catalog and any addendum thereto (collectively the "Catalog") which describes the courses in the Program, policies that govern admission, attendance, conduct, Financial Aid, Financial Assistance, grievance procedures, and other important aspects of being a Student at, and graduating from the Campus. The Catalog is incorporated herein and made a part of this Agreement. In the event of a conflict between this Agreement and the Catalog, the provisions of this Agreement shall control.

#### TUITION AND FEES

The Application Fee for this Program is \$50.00.

This Agreement covers the Student's payment obligations for the Tuition Period. For Associate Degree Programs, the length will be eight (8) quarters if the Student is continuously enrolled and does not drop/is not dropped. For Diploma Programs, the length will be three (3) quarters if the student is continuously enrolled and does not/is not dropped. Tuition is the amount the Student will be charged for all Credit Hours attempted, which includes books, supplies and equipment necessary for the Program.

The Student agrees to pay Tuition to the Campus as follows:

The Student shall be charged as Tuition the Cost per Credit Hour of \$\_\_\_\_\_\_ for all scheduled Credit Hours in a Payment Period. If a Student Drops prior to completion of all Credit Hours scheduled for a Payment Period, the Student will be charged in accordance with the State Refund Policy, as noted in this Agreement. If the Student repeats a course, the Student will have to pay for each course repeated at the Cost Per Credit Hour set forth above.

The Student's obligation to pay Tuition under this Agreement is not contingent upon the Student receiving Financial Aid or Financial Assistance. Stated otherwise, the Student will owe the Tuition due under this Agreement even if the Student does not receive Financial Aid or other Financial Assistance or if the Financial Aid or other Financial Assistance received is inadequate to pay the Student's Tuition obligations in full.

Transfer Credits accepted, if any, will be applied to reduce the Student's Tuition obligations at the same Cost per Credit Hour the Student would have been charged for the Credit Hours had the Student not had Transfer Credits.

Set forth below are estimates of the Tuition for the Program (prior to any adjustments for Transfer Credits or Tuition charges for courses repeated).

**Total Estimated Tuitian** 

The total Tuition (as calculated below) is the amount of Tuition the Student will incur if the Student completes all of the courses for the Program without retaking any courses or receiving any Transfer Credits.

3. Total Estimated Tuition S 1. Cost per Credit Hour \$ 2. Total Credit Hours in Program (x) 4. Application Fee \$ 50.00 5. Total Estimated Cost of Program \$

The Student acknowledges that the Student understands how Tuition is calculated and the amount of Tuition the Student is obligated to DBY.

Student's Initials School Representative's Initials Date Date

FINANCIAL ASSISTANCE ESTIMATION PROCESS AND STUDENT INFORMATION REQUIREMENTS The Campus will consider granting the Student a Tuition payment deferral if, and only if, the Campus has a reasonable basis to believe that the Student will receive Financial Aid or other Financial Assistance from a funding source acceptable to the Campus, in its sole discretion, in an unount acceptable to the Campus. The Student shall remain liable to the Campus for all Tuition owed to Campus by the Student notwithstanding the Campus' deferral of the Student's Tuition payment obligations in anticipation of the receipt of Financial Aid or other Financial Assistance. The Student agrees to pay any unpaid Tuition immediately after a determination is made as to the amount of Financial Aid or other Financial Assistance the Student will receive.

The Campus will provide the Student a preliminary estimate of the Financial Aid or other Financial Assistance that the Campus initially anticipates the Student may be eligible to receive. This preliminary estimate will be based on the information provided to the Campus by the Student. Subsequent estimates may also be provided to the Student. Any such estimate (sometimes referred to as a "preliminary budget," "ostimated budget," "tentative award letter" or by other similar references) is only an estimate.

The Student must provide any required or requested information necessary to make application for, or to receive Financial Aid or other Financial Assistance, and the failure to do so could prevent the Student from receiving Financial Aid or other Financial Assistance. The Student agrees to, and hereby represents and warrants that the Student will provide such requested information promptly and further agrees to execute any and all documents necessary to facilitate receipt of such Financial Aid or other Financial Assistance. Failure by the Student to provide all required or requested information in a complete and/or timely fashion may preclude the Campus from being able to assist the Student in obtaining Financial Aid or other Financial Assistance. The Campus shall have no liability to the Student for any damages suffered by the Student as a consequence of, or resulting from, the Student's inability to obtain Financial Aid or other Financial Assistance. Assistance for failure to provide information.

Remington College - Baton Rouge Campus

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See Pages 2-12 For Balance Of Terms Of Agreement

IN THE EVENT THE STUDENT DROPS OR IS DROPPED, THE STUDENT MAY BE ENTITLED TO A REFUND OF A PORTION OF THE TUITION PAID. CONVERSELY, ADDITIONAL MONIES MAY BE OWED BECAUSE THE CAMPUS MAY BE REQUIRED TO RETURN FINANCIAL AID OR OTHER FINANCIAL ASSISTANCE UNDER THE REGULATIONS APPLICABLE TO THE FINANCIAL AID OR OTHER FINANCIAL ASSISTANCE PROGRAMS UNDER WHICH THE STUDENT RECEIVED FINANCIAL AID OR OTHER FINANCIAL ASSISTANCE.

By execution of the Confirmation of Enrollment, the Student acknowledges and agrees to the following (i) that the Student fully understands that the Campus cannot and does not make any assurance, warranty or representation that the Student will receive any specific amount of Financial Aid or other Financial Assistance and that the Campus disclaims any obligation to provide the Student with a guarantee of the amount of Financial Aid or other Financial Assistance the Student will receive; (ii) that the Student has been advised that differences may exist between the estimates of Financial Ald or other Financial Assistance and final determinations as to the amount of Financial Aid or other Financial Assistance the Student may ultimately be eligible for or receive. To the fullest extent allowed by law, the Student releases the Campus from any damages the Student may incur if the Financial Aid or other Financial Assistance amount that the Student is ultimately eligible to receive differs from the estimated amount.

The Student hereby acknowledges that the Student understands the obligation of the Student to provide Financial Aid or other Financial Assistance information and that the failure to do so may affect the Student's ability to obtain Financial Aid or other Financial Assistance which will not excuse the Student from the Student's financial obligations to the Campus and that any loan or grant proceeds received by Remington College on the Student's behalf will be used to pay the Student's obligations for Tuition.

Student's Initials

Date

Campus Representative's Initials Date

THREE (3) DAY RIGHT OF CANCELLATION AND TO REFUND OF ALL PAYMENTS THE STUDENT MAY CANCEL THIS AGREEMENT WITHOUT PENALTY AND TERMINATE THE STUDENT'S OBLIGATIONS HEREUNDER, BY NOTIFYING THE CAMPUS IN WRITING PRIOR TO MIDNIGHT OF THE THIRD (3") BUSINESS DAY AFTER THIS AGREEMENT IS SIGNED BY THE STUDENT.

IF THE STUDENT HAS NOT VISITED THE CAMPUS PRIOR TO EXECUTION OF THIS AGREEMENT, THE STUDENT MAY CANCEL THIS AGREEMENT WITHOUT PENALTY AND TERMINATE THE OBLIGATIONS HEREUNDER WITHIN THREE (3) BUSINESS DAYS FOLLOWING THE EARLIER OF (A) A REGULARLY SCHEDULED ORIENTATION OR (8) A TOUR OF THE CAMPUS FACILITY AND INSPECTION OF EQUIPMENT.

IF THE STUDENT GIVES THE REQUIRED NOTICE OF CANCELLATION (AS DESCRIBED BELOW), ALL PAYMENTS MADE BY THE STUDENT PURSUANT TO THIS AGREEMENT, WILL BE RETURNED WITHIN THIRTY (30) DAYS FROM THE RECEIPT OF THE STUDENT'S WRITTEN NOTICE OF CANCELLATION.

TO BE EFFECTIVE, STUDENT'S NOTICE OF CANCELLATION MUST BE IN WRITING AND MAILED OR DELIVERED TO THE PRESIDENT OF THE CAMPUS IN BATON ROUGE, LOUISIANA AT THE ADDRESS SET FORTH ON PAGE 1 OF THIS AGREEMENT.

Student's Initials

Campus Representative's Initials \_\_\_\_\_ Date\_\_\_\_

Date

RETURN OF MONIES PAID AS TUITION IF APPLICANT IS NOT ACTIVATED If an Applicant does not attend enough classes to be activated as a Student or otherwise fails to meet the criteria for activation, the Applicant will not be charged any Tuition, and any monies previously paid as Tuition will be refunded. (See Catalog for the Campus' Activation Policy.) The Campus will make any refund to which an Applicant may be entitled under this section within thirty (30) days of the Applicant's enrollment being cancelled.

### TUITION REFUND POLICY AFTER THE STUDENT IS ACTIVATED AND SUBSEQUENT WITHDRAWAL

If the Student is activated and Drops or is Dropped from the Campus, the Student's Tuition charges and the amount of Financial Aid or other Financial Assistance that the Student (on the Campus or the Student's Tuition charges and the amount of Financial Aid or other Financial Assistance that the Student (on the Campus or the Student's behalf) is allowed to retain may require adjustment based on the Student's period of attendance at the Campus. The computation of the required adjustments caused by the Student ceasing to be a Student is referred to as the "Exit Calculation." The Exit Calculation is performed in accordance with the State Refund Policy and the Federal Return of Title IV Funds Policy. A separate calculation is performed using each of these refund policies, and the adjustment to the Student's Tuition charges, if any, is made. For a detailed description of the State and Federal refund policies, see discussion below. A separate calculation is performed to determine the amount, if any, of Federal Title IV Funds which must be returned to the appropriate funding sources. Any required refunds of Federal Title IV Funds will be made within forty-five (45) days after the earlier of the date on which it has been determined that a Student Drops, has been Dropped, or is deemed to have been Dropped. Any refund of funds other than of Federal Title IV Funds will be made in accordance with applicable law.

#### WITHDRAWAL NOTIFICATION

In the event a Student withdraws from the Student's Program, it is the Student's responsibility to notify and meet with the Education and Student Finance Department.

Student's Initials

Date

Campus Representative's Initials \_\_\_\_\_ Date\_\_\_\_

EXIT CALCULATION AND TUITION REFUND POLICIES The following is a brief and general explanation of rules, regulations and policies applicable to the making of the Exit Calculation. In the event that any conflict exists between this explanation and the rules, regulations and policies applicable to the various Financial Aid or other Financial Assistance programs, such rules, regulations and policies as modified and amended from time to time shall be applied. Remington College - Baton Rouge Campus

See Pages 3-12 For Balance Of Terms Of Agreement

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This explanation is not intended to be a complete and thorough explanation of all of the applicable components of the Exit Calculation, and should not be relied upon as such by any Prospective Student, Applicant, or Student. In the simplest terms, the Exit Calculation and Tuition Refund process consists of four (4) steps: 1) Computing the amount of tuition that the Student is charged for a Payment Period in which the Student Drops or is Dropped in

- Computing the another of the student is charged for a Payment Period in which the student Drops or is Dropped in accordance with the applicable State Refund Policy as set forth below.
   Determining what, if any, amounts from Financial Aid and/or other Financial Assistance programs are required to be returned to the fund sources. For a discussion of amounts required to be returned under Return of Title IV Funds regulations, see "Return of Title IV Funds" section below.
- 3) Adjusting the Student's account based on the calculations of (1) and (2), making the appropriate refunds, if any, based on the calculations of (1) and (2) above and determining whether the Student owes the Campus any additional monies as a result of the adjustments, or whether the Student has a credit balance (amount owed to the Student's account) after applying any additional institutional and non-institutional charges, including any prior year balances, against the credit balance. 4) Refunding any credit balance to the Student's lenders (see "Refund Distribution Order for the Return of Title IV Funds" section).

## Louisiana Degree Program Refund Policy Table

If Student withdraws:	The Student owes:		
During the first 10 days of period of obligation	25% of period tuition cost plus fees*		
Day 11-24 of period of obligation	50% of period tuition cost plus fees*		
Day 25 through end of period of obligation	100% of period tuition cost plus fees*		

### Louisiana Diploma Program Refund Policy Table

If the Student withdraws:	The Student owes:
During the first week of classes of the period of obligation	10% of period tuition cost plus fees*
During the next three weeks of period of obligation	25% of period tuition cost plus fees*
During the first 25% of the period of obligation	45% of period tuition cost plus fees*
During the second 25% of the period of obligation	70% of period tuition cost plus fees*
After 50% of the period of obligation	100% of period tuition cost plus fees*

\*The fees include any fees included on the front of the enrollment agreement and any administrative fee. For the medical assistant program, the registration fee, application fee, and administrative fee are one and the same. This fee cannot exceed \$150.00.



Return of Title IV Funds Up through the point in time when 60% of the calendar days in a Payment Period has passed, a pro rata schedule is used to determine how much Title IV Financial Aid program funds (Title IV Funds) the Student has "earned" (is entitled to retain) at the time the Student Drops or is Dropped. After the 60% point, the Student has earned 100% of Title IV Funds.

For purposes of calculating any required return of Title IV Funds, the percentage of the Payment Period completed is the number of calendar days that have occurred from the beginning of that period until the Student's last date of attendance divided by the total number of calendar days in the Payment Period for which the Financial Aid is awarded. "Calendar days" is defined in and will be interpreted in accordance with applicable regulations, which may not represent the actual number of calendar days in every case. For example, scheduled breaks of at least five (5) consecutive days are excluded from the total number of calendar days in a Payment Period (denominator) and the number of calendar days completed in that period (numerator).

#### **Refund Distribution Order for the Return of Title IV Funds**

Refunds of uncarned Tuition payments will be made first to government agencies or lending institutions funding the Student. Refunds of Title IV Funds will be made in the following order:

- Federal Pell Grants for the Payment Period for which a return of funds is required 1) Unsubsidized Federal Stafford loans 2) Subsidized Federal Stafford loans Academic Competitiveness Grant (ACG) Unsubsidized Direct Stafford loans (other than 3) 10) National SMART Grant PLUS loans) 11) Federal Supplemental Educational Opportunity Grants ("FSEOG") for the Payment Period for which a return of funds is required 4) Subsidized Direct Stafford loans 12) Other assistance under this Title for which a return of funds is required
- 5) Perkins loans
- 6) Federal PLUS loans
- 7) Direct PLUS loans

- 13) Alternative Loans (non-Title IV Funds)
- 14) Student

Return of Student Credit Balances Upon Graduation Upon graduation, if a credit balance exists, the credit balance will be used to cover any additional institutional and non-institutional charges including but not limited to current and/or prior year balances. Any amount remaining at that point will be refunded in the same order as described above under the Exit Calculation and Tuition Refund Policies.

(c.g. LEAP)

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See Pages 4-12 For Balance Of Terms Of Agreement



The Student hereby warrants that the Student has reviewed the "Exit Calculation and Tuition Refund Policies" section of this Agreement, and has had an opportunity to have the refund policy explained prior to executing the "Confirmation of Enrollment" section of this Agreement, and that the Student has no questions regarding these refund policies.

Student's Initials	Date	<b>Campus Representative's Initials</b>		Date
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#### FORCE MAJEURE

The Campus will not be liable for any damages including but not limited to consequential damages resulting from the Campus' inability to fulfill the Campus' obligations under this agreement including but not limited to the failure to provide the instruction and other resources necessary to enable a Student to complete the program in which a Student has enrolled or receive a graduation award where such inability or failure is directly or indirectly caused by or results from a fire, war, terrorist act, strike, work stoppage, riot, utility failure or shortage, damage by the elements, act of nature, acts of God or any other cause beyond the control of the Campus. In the event the Campus is unable to perform any of the obligations under this agreement, for any of the reasons set above, the Campus shall not be responsible for any damages including but not limited to consequential damages or have an obligation to issue tuition refunds, other than as required by an applicable refund policy.

#### CHANGE IN SCHEDULING FOR COURSES AND PROGRAMS

The Campus reserves the right to reschedule the date a course or Program will start or the scheduled meeting hours of any course or Program and such decision shall be at the sole discretion of the Campus. Absent the occurrence of a Force Majeure event, the maximum period for possible delay of a scheduled starting date for a course or Program shall be 120 days. In the event of a Force Majeure event, the delay will be as long as necessary to make repairs required to enable the Campus to conduct courses. The Campus may elect not to continue in operations upon the occurrence of a Force Majeure, and in such event, the Student will receive a refund of tuition in accordance with the applicable refund policy and applicable law. The Tuition for a rescheduled course or Program will remain unchanged. Any Student who has had a course or Program rescheduled may elect to accept the new course or Program commencement date or to receive a refund of Tuition paid for the rescheduled or interrupted course or Program.

The Campus reserves the right to assign courses to the Student on the basis of the availability of classrooms and instructors. The Catalog The Campus reserves the right to assign courses to the Student on the basis of the availability of classrooms and instructors. The Catalog provided to the Student identifies the courses that must be successfully completed in order to obtain a graduation award for the Program. The curriculum listed in the Catalog for the Program is what the Campus is offering at the time of this Agreement. The Campus reserves the right and the Student agrees the Campus shall have the option to change the curriculum applicable to the Program. The Student agrees such curriculum changes may include, but shall not be limited to, the deletion of a course, substantial modifications to a course, or the substitution of a course for a deleted course. The Student acknowledges that the Student has executed this Agreement with the knowledge that the curriculum set forth in the Catalog for the Program may be modified by the Campus from time to time at the sole discretion of the computer in the Catalog for the program and but the curriculum set forth in the sole discretion of the sole discretion of the computer interview. Campus, and that the Campus does not guarantee that all the courses identified in the Catalog for such Program will remain the same or be offered.

The number of weeks set forth on Page 1 of this Agreement is an estimate of the period of time the Student will have to attend class as a full-time Student to graduate from the Program if the Student enrolls in the required courses when available. The Campus may not offer every course described in the Catalog each Term, which may require the Student to attend class for a number of weeks exceeding the estimate set forth on Page 1 of this Agreement. The Campus may not offer the course(s) required for the Program in any particular sequence.

The Student acknowledges and ngrees that the Student has executed this Agreement with the knowledge that the Campus may not offer the course(s) required for the selected Program in any particular sequence, that the Campus has the absolute right to modify or substitute courses in its sole discretion (provided such changes will not preclude the Student from obtaining the graduation award for the Program in which the Student is eorolled), and that the number of weeks the Student is required to attend class may vary from the number of weeks estimated on Page 1 of this Agreement.

Student's Initials

Date

Campus Representative's Initials

Date

DISMISSAL FROM PROGRAM FOR FAILURE TO COMPLY WITH CAMPUS' RULES AND REGULATIONS The Student agrees to comply with the Campus' Rules and Regulations as set forth in the Catalog, this Agreement, and as may otherwise be published from time to time (the "Rules and Regulations"). The Campus may suspend the Student, or the Student may be Dropped for any of the following: (i) failure to comply with the Rules and Regulations, (ii) failure to maintain Satisfactory Academic Progress as set forth in the Catalog, (iii) excessive absences (For details, please see the Attendance Policy as set forth in the Catalog), (iv) failure to make payment when due, or non-payment of Tuition or fees or (v) a breach of this Agreement or any other agreement between the Student and the Campus.

GRADUATION To be eligible for graduation and to receive a graduation award, a Student must complete all required courses with a passing grade, accumulate the total number of Credit Hours required for graduation from the program of study, achieve a Cumulative Grade Point Average of 2.0 or better, meet all other academic criteria for graduation (as set forth in the Catalog), not be delinquent on any financial obligations to the Campus, and complete all graduation and exit-related forms and requirements. The Student's receipt of a graduation or license exam required for the Student to be employed in a chosen field in the state where the Student is enrolled or in another state.

### APTOP COMPUTER -- PROPERTY OF THE CAMPUS UNLESS AND UNTIL TITLE TRANSFERRED

If Student enrolls in a Degree program for which the Campus provides the Student a laptop computer that the Student may use on or off Campus, the Student hereby acknowledges that the computer is owned by the Campus and Student will have no ownership of such computer, except in accordance with the terms of this Agreement. Laptop computers may not be provided for all Degree programs. Laptop computers are provided for the following Degree programs: Business Administration, Computer and Network Administration, and Remington College - Baton Rouge Campus Page 5 of 12

See Pages 5-12 For Balance Of Terms Of Agreement

Criminal Justice. The Student's right to have possession and use of the laptop computer is conditioned upon the Student abiding by the terms of this Agreement. The Student acknowledges and understands that the laptop computer they will be provided pursuant to this Agreement may be either new or used depending on availability. This means that some Students could receive a new computer, while other Students in the same Program may receive a used computer. The Campus does not represent that each Student will receive a new laptop computer.

The computer software, configurations, and images are customized to the Campus' specifications. The software on the computer issued is licensed to the Campus and must not be copied or transferred in any manner. In programs where laptop computers are issued to Students, the computer is considered to be a necessary part of the program, and no other laptop or notebook computer may be used on the Campus' computer network.

The Student is responsible for any damage to the computer issued to the Student, irrespective of the cause of such damage. The Student must pay for any repairs required to be made to the computer resulting from such damage. The Student will not be charged for routine maintenance to the computer or for technical assistance.

In the event that the laptop computer issued to the Student is lost or stolen, the Campus may provide a replacement computer on loan for use by the Student during the remainder of the Student's program. The Student agrees and acknowledges that use of the replacement computer will be subject to all terms and conditions applicable to the original computer issued, except that under no circumstances will this replacement computer ever become the property of the Student. If the Student fails to return the replacement computer, the Student will be charged \$500.

If the Student successfully completes all Program courses, and is not delinquent on any payments owed to the Campus at the time of the completion of the Program, then, and only then, the Campus will transfer title of the laptop computer to the Student.

If the Student fails to complete the Program, the laptop computer, which is the property of the Campus, must be returned to the Campus. In these circumstances, if the Student does not return the laptop computer to the Campus, the Campus will consider the computer to have been stolen and converted by the Student, and will take such legal actions as it deems appropriate.

If the Student successfully completes all Program courses, but is delinquent on any payments owed to the Campus at the time of the completion of the Program, then the Campus will not transfer title of the laptop computer to the Student at that time, and the Student is required to promptly return the laptop computer to the Campus. If the Student has successfully completed all Program courses, but is delinquent on any payments owed to the Campus at the time of the completion of the Program, the Student shall have fifteen (15) days to bring their account with the Campus current, at which time the Campus will transfer title of the computer to the Student. If the Student in these circumstances who has not paid all delinquent amounts to the Campus, he/she will not get title to the laptop computer and will be charged a fee of \$500 if the computer is not returned to the Campus within thirty (30) days of the end of the Student's final Quarter.

The Student agrees that the Campus retains ownership of the computer until the Campus transfers title to the Student upon meeting the conditions described in paragraph five above.

Student's initials Date

School Representative's Initials

Date

# CAREER SERVICES

# REMINGTON COLLEGE CANNOT AND DOES NOT GUARANTEE EMPLOYMENT BEFORE OR AFTER GRADUATION,

The Campus offers the services set forth in the "Career Services" section of the Catalog to assist the Student in his or her efforts to obtain employment after graduation. The Student acknowledges it was explained, and the Student understands that the availability of Career Services and the assistance provided by the Career Services staff is not a guarantee or an assurance of a Student's employability upon graduation, or that the Student's use of the Career Services provided by the Campus will result in employment.

The Student agrees to execute, when necessary, any documentation required by FERPA to authorize the Campus to release the Student's information to prospective employers of the Student so that the Career Services staff can assist the Student in his or her search for employment. The Student understands that the failure to make such authorization could impair the ability of the Career Services staff to assist the Student in his or her search for employment.

If it has been implied or expressly represented to the Student by any employee of the Campus that availability of Career Services is a guarantee of employment upon graduation, then the Student must not sign this Agreement and notify the Campus President immediately.

The Student further acknowledges that the Student understands that the Campus does not guarantee the Student's employment or employability, and that upon graduation the Student may not be able to find employment. In addition, the Student acknowledges that the Student understands that the Campus does not guarantee the Student will be eligible to sit for or able to pass a certification or license exam required for the Student to be employed in a chosen field in the state where the Student is enrolled or in another state.

Student's Initials

Campus Representative's Initials

Date

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### TRANSFER OF CREDIT

#### To the Campus

The Campus may accept transfer credits (quarter hours) for degree programs only from certain accredited colleges and universities. Transfer credits may be accepted for degree and diptoma programs from other Remington College campuses provided that such courses satisfy Program requirements of the Campus, meet the additional requirements set forth below, and are accepted at the discretion of the Director of Education of the Campus or the Campus President. Appeals of decisions regarding transfer credits may be directed to the

Remington College - Baton Rouge Campus

Date

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Chief Academic Officer for all Remington College Campuses (or his/her designee). For transfer credits to be considered acceptable, Students must have an official transcript sent directly to the Campus from the college or university that awarded the credit.

Transfer credits will not be accepted unless the Student obtained a minimum grade of "C." Transfer credits must be accepted by the Director of Education of the Campus or the Campus President no later than the end of the Drop/Add Period of the first term in which the Student is enrolled (See Activation Policy section for information about the Drop/Add Period). Each course transferred from any college other than a Remington College will be posted to the Student's academic transcript as a "TR." Each course transferred from another Remington College will be posted to the Student's academic transcript as a "TR-A," "TR-B," and "TR-C;" the A, B, or C indicates the grade the Student received at the other Remington College. It is the responsibility of the Student to verify whether transfer credits have been accepted by the Campus and a Student should not assume that any transfer credits will be accepted by the Campus.

If a Student has transfer credits that have been accepted by the Campus, and then elects to attend the class, the Student will be charged for the class, and the grade earned will be included in computing the Student's grade point average.

No more than 50% of a degree program's total required credit hours to graduate may be fulfilled with transfer credits, unless the transfer of credit is from one Remington College campus to another, in which case more than 50% may be transferred. Certain state regulations may restrict the number of credit hours that may be transferred into certain programs.

For Students transferring from one Remington College campus to another Remington College campus, all applicable classes and grades must be transferred to accurately calculate the Cumulative Grade Point Average.

Limitations on Transferability of Credits to Non-Affiliated Educational Institutions The Student is advised that the decision of whether an educational institution will accept transfer credits is made at the sole discretion of the "accepting institution." The Campus has no ability to influence whether a non-affiliated college or educational institution will accept the transfer of credits from the Campus. Accordingly, the Campus does not make any representation that credits from the Campus will be transferable to any non-affiliated college or educational institution, nor is any representative of the Campus authorized to make any such representation or promise of transferability. The Student understands the general rule is that credits from the Campus do not transfer, and the Student acknowledges he or she has been advised of this fact.

The Student acknowledges that the Student has not been told by any Campus employee nor has it otherwise been represented to the Student that the credits earned at the Campus will transfer to any educational institution other than another Remington College campus. The Student also acknowledges that the Student has not been told by any Campus employee nor has it otherwise been represented to the Student that all Credits earned at the Campus or at another Remington College campus are transferable to another Remington College campus. The Student agrees the Campus shall have no liability to the Student if the credit received from the Campus will not transfer to another educational institution, including but not limited to another Remington College campus.

Campus Representative's Initials Student's Initials Date Date

DISPUTE RESOLUTION PROCEDURES AND ALTERNATIVES From time to time, Students may have disputes with the Campus related to recruitment, enrollment, attendance and/or other relationship with the Campus. It is the goal of the Campus to resolve all such disputes promptly, fairly and directly with the Student without the intervention of third parties. If this method of resolution is unsuccessful, then such unresolved disputes shall be resolved by one (1) of the methods described below.

In order to provide a chance to resolve disputes directly between the Campus and the Student without the intervention of third parties, the Student agrees that he or she will not pursue claims in court or by arbitration until the Student has fully exhausted the Campus, State Board or Commission grievance procedures as described below.

Student's Initials

Date

Campus Representative's Initials

Date

#### **Campus Grievance Procedures**

A grievance is defined as any dispute between the Student and the Campus. The Student agrees that if the Student has a grievance, the Student must put the grievance in writing and submit it in accordance with the Campus Grievance Procedures section in the Catalog and the grievance will be resolved in accordance with the Campus Grievance Procedures. Any grievance related to sexual harassment should be reported immediately in accordance with the Campus' Sexual Harassment Policy as set forth in the Catalog. Allegations of sexual harassment will be handled as set forth in the Catalog to the extent such policies conflict with this Agreement.

Accrediting Commission and State Board Complaint and Grievance Procedures Notwithstanding the Campus (sometimes referred to in this section as a "School(s)") grievance procedure, Students may submit grievances or complaints at any time to the appropriate accrediting commission or council or to the applicable state regulatory agency ("State Board").

#### Accrediting Commission

Schools accredited by the Accrediting Commission of Career Schools and Colleges of Technology must have a procedure and operational plan for handling student complaints. If a student does not feel that the school has adequately addressed a complaint or concern, the student may consider contacting the Accrediting Commission. All complaints considered by the Commission must be in written form, with permission from the complainant(s) for the Commission to forward a copy of the complaint to the school for a response. The complainant(s) will be kept informed as to the status of the complaint as well as the final resolution by the Commission. Please direct all inquiries to:

Remington College - Baton Rouge Campus

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### Accrediting Commission of Career Schools and Colleges of Technology 2101 Wilson Boulevard, Suite 302 Arlington, VA 22201 (703) 247-4212

A copy of the Commission's Complaint Form is available at the school and may be obtained by contacting the Campus President.

#### State Board

Campuses in the State of Louisiana are licensed by the Louisiana State Board of Regents and adhere to the rules and regulations of the Louisiana Proprietary Schools Advisory Commission.

Student complaints relative to actions of school officials shall be addressed to:

Louisiana Board of Regents **Proprietary Schools Section** P.O. Box 3677 Baton Rouge, LA 70821-3677 (225) 342-4253

only after the Student has unsuccessfully attempted to resolve the matter with the school after having first filed a written and signed complaint with that school's officials.

Alternative Dispute Resolution In the event that the above grievance procedures do not result in a satisfactory resolution of the dispute, or the Student is not satisfied with any response to his or her written complaint filed with the Commission, Council or State Board, the Student and the Campus agree that any Claim, as hereinafter defined, by either the Student or Campus against the other, or against the campus agree that any Claim, as hereinatter octined, by either the Student or Campus against the other, or against the employees, agents, owners or officers of the Campus or any affiliates of the Campus or any officers of the owners of the Campus or assigns of the other, shall be resolved by binding arbitration conducted by American Arbitration Association ("AAA") or, in the alternative, in Small Claims Court, if the Claim is within the scope of the Small Claims Court's jurisdiction. The Campus and the Student agree that any Claim pursued in Small Claims Court shall be filed in the Small Claims Court within the municipality where the Campus attended by the Student is located. This binding arbitration agreement precludes the Student or the Campus from pursoing a Claim in a court other than Small Claims Court, or in any manner other than by arbitration.

The Student may contact the General Counsel's office at Remington Administrative Services, Inc. ("RASI") between 8:30a.m. and 5:00p.m. Eastern time at 500 International Parkway, Suite 200, Heathrow, FL 32746, (407) 562-5582 to obtain additional information regarding how to commence arbitration or where to file a Small Claims Court complaint. RASI will, upon request, provide the Student with a package of information on how to contact the AAA and obtain a copy of the AAA Rules (defined below). This package will contain information on the address of the appropriate Small Claims Court and where the Student can obtain a complaint form.

By way of general information, under the AAA Rules an arbitration may be commenced by notifying the other party in writing of the desire to arbitrate a dispute or claim (a "Demand") and submitting two (2) copies of the Demand to the AAA at the time it sends the Demand to the other party along with a copy of this Agreement and the required fees and deposits. Upon request, RASI will provide a Demand form, the address where the form should be sent along with a schedule of the required fees.

"Claim" means any claim, dispute, or controversy, whether in contract, tort or otherwise, whether pre-existing, present or future, and including statutory, common law, tort or equitable claims between the Student and the Campus including, but not limited to, one arising from or relating to any of the following: (i) the Student's execution of this Agreement and the obligations of the Student or the Campus hereunder, or the validity, enforceability or scope of this Agreement, (ii) the Student's recruitment and application for admittance, including, but not limited to, any advertisement, promotions, or other oral or written statements relied upon by the Student in deciding to attend the Campus, (iii) the Student's attendance at the Campus and the quality of the instruction or education provided to the Student, (iv) any financial obligations incurred by the Student as a result of the Student's enrollment and/or attendance at the Campus, or matters related to the Student's Financial Aid or other Financial Assistance or the provision or performance of Career Services, and (v) any discrimination, civil rights, or sexual harassment claims.

The arbitration shall be governed by the Federal Arbitration Act ("F.A.A."), 9 U.S.C. Sections 1-16 and the AAA's Commercial Arbitration Rules as supplemented by the AAA's Supplementary Procedures For Consumer-Related Disputes ("AAA Rules") (collectively the "Arbitration Rules"). The arbitration applicable statutes of limitation and honor claims of privilege recognized by law. The Arbitrator shall not conduct class arbitration; that is, the Arbitrator shall not allow the Student to serve as a representative in any capacity for others in the arbitration. Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. This Arbitration Agreement shall survive satisfaction of the Student's obligations and termination of this Agreement.

Arbitration is mandatory and the Arbitrator's decision is binding, unless the Student pursues a Claim in Small Claims Court in lieu of arbitration.

Campus Representative's Initials Date Student's Initials Date

## TIME FOR COMMENCING ARBITRATION OR OTHER ACTION

The prosecution by arbitration or otherwise of any Claim, must be commenced within one (1) year from the last date the Student attended the Campus, unless the Student has payment obligations to the Campus that extend beyond such one (1) year period. In the event the Student has payment obligations to the Campus that extend beyond the one (1) year period, the Campus or the Student may prosecute a Claim limited solely to the collection or payment of such financial obligation within the applicable statute of limitations.

Remington College - Baton Rouge Campus

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See Pages 8-12 For Balance Of Terms Of Agreement

In some states, the aforesaid one-year (1) limitations period will not be enforceable under applicable law. Students are advised to investigate their rights under applicable state law. If the aforesaid one (1) year limitation period is unenforceable, the Student and the Campus shall have the period allowed by applicable law to commence a Claim.

LIMITATION OF LIABILITY AND DAMAGES To the extent allowed by applicable law, the Student agrees to limit the liability of the Campus and its employees, agents, officers, owners and assigns, and the employees, agents, officers, owners and assigns, of any affiliates of the Campus (collectively the "Third Parties"), and not to seek damages against the Campus or any Third Parties, in amount in excess of the amount paid to the Campus by the Student, or on the Student's behalf, excluding any grants or scholarships that the Student has no obligation to repay ("Damage Limitation Amount"). This Damage Limitation Amount shall apply to any and all damages of the Student, including legal fees and costs recoverable against the Campus or any Third Party due to any Claim. The Student agrees that the Campus shall have no liability for consequential damages suffered by the Student as a consequence of any Claim. In some states, this limitation of damages may not be enforceable, and the Student should investigate whether this provision is enforceable.

Student's Initials

Date

Campus Representative's Initials

Date

CHOICE OF LAWS AND VENUE This Agreement shall be governed by the laws of the State of Louisiana. The Student and the Campus agree that venue for all Small Claims Court litigation and all arbitrations for which a hearing is conducted shall be in the nearest Small Claims Court in the county or parish where the Campus is located.



Remington College - Baton Rouge Campus

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### CONFIRMATION OF ENROLLMENT

**Campus Representative Certification** 

I certify that I have met with the Student and reviewed this Agreement with the Student and that the Student has initialed each of the sections where the Student's initials appear after being asked if the Student understood the applicable section of this Agreement and after I responded to any questions the Student may have asked. I initialed each section of this Agreement after I witnessed the Student Initialing the same section. I advised the Student not to execute this Agreement if they had any unanswered questions about sny of its provisions.

### Campus Representative's Signature

**Execution** Date

Campus Representative's Name (Print Name)

#### Student Certification

The Student acknowledges by execution of the "Confirmation of Enrollment" section of this Agreement that the Student:

- 1) Had a tour of the Campus;
- 2) Received a copy of this Agreement prior to execution and the Campus Catalog;
- 3) Had a reasonable opportunity to review this Agreement and the Campus Catalog;
- 4) Read and understands this Agreement and the Campus Catalog;
- Reviewed this Agreement with the Campus Representative prior to the execution of this Confirmation of Enrollment;
- 6) Understands the estimated length of the Program in academic terms and calendar time;
- 7) Has been informed that the total Tuition and fee cost of the Program is the amount of Tuition the Student will incur if the Student completes all courses for the Program without retaking any courses or receiving any Transfer Credits;
- Understands what "transferability of credits" means and the specific limitations (if any) should the Campus have articulation agreements;
- 9) Had the refund policies set forth herein explained to the Student;
- 10) Has a general understanding of the refund policies or has had the opportunity to ask questions about the refund policies to gain such understanding;
- 11) Had an opportunity to ask any questions about this Agreement and the Catalog;
- 12) Has no further questions and that the Student, being an adult person, has a sufficient understanding of the terms of this Agreement and the Catalog to make an informed decision on whether to execute this Agreement;
- Was advised by the Campus Representative not to execute this Agreement if the Student had any outstanding / unanswered questions about any of its provisions;
- 14) Initialed each of the sections in this Agreement where the Student's initials appear;
- 15) Reaffirms each of the prior representations and warrantles contained in this Agreement;
- 16) Relied only on the information and statements published in the Catalog, written documents related to Financial Aid or other Financial Assistance (such as the tentative award letter), or contained in this Agreement in deciding to execute this Agreement, and has not relied on any oral statements, representations or promises;
- 17) Reaffirms that neither the Campus nor any of its employees, officers, agents, or any other Third Parties, have made any representation, guarantee or promise that the Student (i) will obtain employment after completion of the Student's selected Program at the Campus, (ii) will be eligible to sit for or able to pass any certification or license exam required for the Student to be employed in a chosen field in the state where the Student is enrolled or in another state, or (iii) about what salary or other compensation the Student might receive if the Student is employed subsequent to the Student's attendance at the Campus;
- 18) Understands and acknowledges that the availability of Career Services at the Campus is no guarantee of employment, and is provided merely to assist the Student in his or her search for employment;
- 19) Understands that by executing this Confirmation of Enrollment that the Student will be confirming and acknowledging the terms of this Agreement and the representations made to the Student; and
- 20) Confirms that the Student wants to enroll in the Campus pursuant to the terms of this Agreement and agrees that the terms of this Agreement will be binding and effective as of the date of the Campus President or Authorized Representative's signature as indicated below.

This Agreement and the Catalog constitute the entire agreement between the Student and the Campus and supersedes any prior oral or written agreements, which are herewith declared null and void.

Remington College - Baton Rouge Campus

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See Pages 10-12 For Balance Of Terms Of Agreement

THIS AGREEMENT SHALL BECOME BINDING UPON EXECUTION BY THE STUDENT OF THE CONFIRMATION OF ENROLLMENT SECTION OF THIS AGREEMENT AND SIGNING OF THIS AGREEMENT BY THE CAMPUS PRESIDENT OR AUTHORIZED REPRESENTATIVE OF THE CAMPUS. THE STUDENT WILL BE PROVIDED A COPY OF THIS AGREEMENT AT THE TIME THE STUDENT EXECUTES THE AGREEMENT.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

## CAUTION TO PROSPECTIVE STUDENTS IF ANYONE AFFILIATED WITH THE CAMPUS IN ANY WAY HAS PROMISED YOU ANYTHING NOT SPECIFICALLY DESCRIBED IN THIS AGREEMENT OR IN THE CATALOG, DO NOT SIGN THIS AGREEMENT.

BY SIGNING THIS AGREEMENT, YOU SPECIFICALLY REPRESENT AND WARRANT: (1) THAT NO GUARANTEES OR INDUCEMENTS HAVE BEEN MADE TO YOU, AND (2) YOU HAVE BEEN PROMISED NOTHING BEYOND WHAT IS CONTAINED IN THIS AGREEMENT OR IN THE CATALOG, AND (3) YOU UNDERSTAND THAT THE CAMPUS IS RELYING ON THIS REPRESENTATION IN AGREEING TO ENTER INTO THIS AGREEMENT WITH YOU.

Student's Signature

Parent/Guardian's Signature (if applicable)

Parent/Guardian's Address (if applicable)

Campus President or Authorized Representative Confirmation of Enrollment Executed on behalf of the Campus by the undersigned.

**Campus President's Signature** 

Authorized Representative's Signature

Print Name

Remington College - Baton Rouge Campus

See Pages 11-12 For Balance Of Terms Of Agreement

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Execution Date

Execution Date

Execution Date

#### DEFINITIONS

Capitalized terms used herein shall have the meaning defined in the Catalog, unless otherwise defined in this Agreement.

"Application Fee" means the fee of \$50.00 charged for applying for admission.

"Arbitration Rules" shall have the meaning set forth in the "Alternative Dispute Resolution" section of this Agreement.

"Business Day" means any day the Campus conducts classes.

"Career Services" shall have the meaning set forth in the "Career Services" section of this Agreement.

"Clock Hour" means a time period consisting of not less than 50 minutes of class, lecture or recitation in a 60 minute period.

"Commission" means the Accrediting Commission of Career Schools and Colleges of Technology.

"Cust Per Credit Hour" means the amount of Tuition charged for a Credit Hour.

"Credit Hour" means an incremental measurement of the academic value assigned to an amount of classroom, instructional and/or laboratory time (a typical course will be valued at a number of credit hours, and a Program requires the completion of a number of courses).

"Damage Limitation Amount" shall have the meaning set forth in the "Limitation of Liability and Damages" section of this Agreement.

"Demand" means a request for arbitration.

"Drop" means the voluntary withdrawal by the Student from the Program or a course within the Program.

"Drop/Add Period" means the first calendar week of the Term the Student is enrolled.

"Dropped" means the termination by the Campus of a Student's enrollment in a Program or a course within the Program.

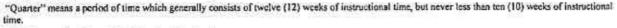
"Exit Calculation" means the computation of the required adjustments to Tuition and Financial Aid or other Financial Assistance when the Student ceases to be enrolled as a Student described in the "Exit Calculation and Tuition Refund Policies" sections of this Agreement.

"Financial Ald" means a loan, grant or other funding source to pay Tuition under Title IV of the Higher Education Act of 1965, as amended or any other state or federal programs, including but not limited to any of the forgoing provided by the Veterans Administration or Bureau of Indian Affairs.

"Financial Assistance" means a loan, grant or other funding source available or provided to a Student to pay Tuition as a loan, grant, or other funding source provided by any non-governmental source, including, but not limited to, banks or other third party lenders that does not constitute Financial Aid. "Payment Period" means one (1) Quarter or Term.

rayment renea means one (1) Quarter or rennt.

"Period of Obligation" means the length of the Program.



"RASI" means Remington Administrative Services, Inc.

"Remington College" means a post-secondary educational institution (a campus) owned and operated by a subsidiary of Education America, Inc. other than the Campus.

"Rules" shall have the meaning set forth in the "Alternative Dispute Resolution" section of this Agreement.

"Rules and Regulations" means the rules and regulations for conduct of Students as set forth in the Catalog and as otherwise published by the Campus from time to time.

'Small Claims Court' means the small claims court having jurisdiction over small claims in the municipality, county or parish where the Campus attended by the Student is located.

"State Board" means the Louisiana State Board of Regents.

"Student" means unyone enrolled in school or applying for enrollment.

"Term" means one (1) Quarter or Payment Period.

"Third Parties" shall have the meaning set forth in the beginning of "Limitation of Liability and Damages" section of this Agreement.

"Title IV Funds" means a loan, grant or other funding source to pay Tuition under Title IV of the Higher Education Act of 1965, as amended.

"Transfer Credit" means credit for courses successfully completed at another Remington College Campus or another educational institution that is accepted by the Campus, in the sole discretion of the Campus, in lieu of otherwise applicable requirements for the Student to take the same, or a comparable course, at the Campus as part of the Program.

"Tuition" means the amount the Student will be charged for all Credit Hours attempted, including books, supplies and equipment necessary for the Program.

"Tuition Period" means the number of Quarters required for the Student to complete the Program while continuously enrolled as either a full or part-time Student without Dropping or being Dropped.

Remington College - Baton Rouge Campus

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See Pages 12-12 For Balance Of Terms Of Agreement

# 2010 College Catalog

# Remington College – Memphis Campus 2710 Nonconnah Boulevard Memphis, TN 38132

Phone: (901) 345-1000 Fax: (901) 396-8310

Branch Campus of Remington College – Mobile Campus 828 Downtowner Loop West Mobile, AL 36609 Phone: (251) 343-8200 Fax: (251) 343-0577

# www.remingtoncollege.edu

NOTICE: This catalog is intended to be effective for the calendar year listed above. Although every effort is made to ensure the accuracy of this catalog, regulations and program requirements may change. This catalog is current as of the time of printing. The institution reserves the right to modify organizational structures, schedule of courses, curriculum, and policies and procedures as circumstances dictate. This catalog is not complete unless accompanied with an appropriate Catalog Addendum.

> Date of Publication: 7/27/2010 Catalog/Volume N - 1007 - 1

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# **REMINGTON COLLEGES, INC.**

# CONFLICT OF INTEREST POLICY

This Conflict of Interest Policy governs the activities of the Board of Directors and each manager, principal officer, senior staff person or member of a committee with governing boarddelegated powers (each such person, a "Member") of Remington Colleges, Inc. ("Remington"). Questions about this policy should be directed to the President/CEO or the Chairperson of the Board of Directors of Remington. It is the duty of all Members to be aware of this policy, and to identify conflicts of interest and situations that may result in the appearance of a conflict and to disclose those situations/conflicts/or potential conflicts to (a) the employee's supervisor, (b) the President/CEO, (c) the Chairperson of the Board, or (d) other designated person, as appropriate. This policy provides guidelines for identifying conflicts, disclosing conflicts, and procedures to be followed to assist Remington in management of conflicts of interest and situations that may result in the appearance of a conflict. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

1. What is a Conflict of Interest? A conflict of interest arises when a Member has a personal or financial interest that conflicts, directly or indirectly, through business, investment or family with interests of Remington or arise in situations where a Member has divided loyalties (also known as a 'duality of interest'). The former can result in situations that result in inappropriate financial gain to persons in authority at Remington which can lead to financial penalties and violations of IRS regulations. Similarly, situations or transactions arising out of a conflict of interest can result in either inappropriate financial gain or the appearance of a lack of integrity in Remington's decision-making process. Both results are damaging to Remington and are to be avoided.

Financial interests include: (a) an ownership or investment interest in any entity with which Remington has a transaction or arrangement; (b) a compensation arrangement (which includes direct and indirect remuneration as well as gifts or favors that are not insubstantial) with Remington or with any entity or individual with which Remington has a transaction or arrangement; or (c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Remington is negotiating a transaction or arrangement.

- Example #1: A person in a position of authority over Remington may benefit financially from a transaction between Remington and a Member; or others closely associated with the Member may be affected financially. Family members, or their businesses, or other persons or the businesses of persons with whom the Member is closely associated, could benefit from similar transactions.
- Example #2: A conflict of interest could be a direct or indirect financial interest such as
  those described above, or a personal interest such as the situation where a Board member

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> of Remington is also a Board member of another nonprofit or for-profit entity in the community with which Remington collaborates or conducts business.

- 2. Who Might Be Affected By This Policy? Typically persons who are affected by a conflict of interest policy are the Members. In some cases, a major donor could also be in a conflict situation. Remington takes a broad view of conflicts and Members are urged to think of how a situation/transaction would appear to outside parties when identifying conflicts or possible conflicts of interest.
- 3. Disclosure of Conflicts. Members will disclose and promptly update any disclosures previously made on a Conflict Disclosure Form provided by Remington that requests them to identify their interests that could give rise to conflicts of interest, such as a list of family members, substantial business or investment holdings, and other transactions or affiliations with businesses and other organizations or those of family members as well as other nonprofit organizations.

Members are also urged to disclose conflicts as they arise as well as to disclose those situations that are evolving that may result in a conflict of interest. Advance disclosure must occur so that a determination may be made as to the appropriate plan of action to manage the conflict. Staff Members should disclose to their supervisor or the President/CEO and Board Members should disclose to the Chairperson of the Board as soon as the person with the conflict is aware of the conflict/potential conflict or appearance of a conflict exists.

4. Violations of the Conflict of Interest Policy. If the Board has reasonable cause to believe a Member has failed to disclose actual or possible conflicts of interest, it shall inform the Member of the basis for such belief and afford the Member an opportunity to explain the alleged failure to disclose.

If, after hearing the Member's response and after making further investigation as warranted by the circumstances, the Board determines the Member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

- 5. Procedures to Manage Conflicts. For each interest disclosed, the full Board, or the President/CEO or the Chairperson of the Board, as appropriate, will determine whether Remington should: (a) take no action or (b) disclose the situation more broadly and invite discussion/resolution by the full Board of what action to take, or (c) refrain from taking action and otherwise avoid the conflict. In most cases, the broadest disclosure possible is advisable so that decision-makers can make informed decisions that are in the best interests of Remington.
  - When the conflict involves a decision-maker, the person with the conflict ('interested party'): (a) must fully disclose the conflict to all other decision-makers; (b) may not be involved in the decision of what action to take but may serve as a resource to

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### REMINGTON COLLEGE, INC. CONFLICT OF INTEREST POLICY

provide other decision-makers with needed information in the form of a presentation at the Board meeting. After the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

- In all cases, decisions involving a conflict will be made only by disinterested persons.
- The Chairperson of the Board or shall, if appropriate, appoint a disinterested person
  or committee to investigate alternatives to the proposed transaction or arrangement.
- After exercising due diligence, the Board shall determine whether Remington can
  obtain with reasonable efforts a more advantageous transaction or arrangement from a
  person or entity that would not give rise to a conflict of interest.
- If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Remington's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.
- The fact that a conflict was managed and its outcome will be documented in the minutes of the Board meetings if the conflict was related to a Board member, and reported by the President/CEO of Remington to the Board or Chair of the Board if the conflict was related to a staff member.
- Compensation. A voting member of the Board who receives compensation, directly or indirectly, from Remington for services is precluded from voting on matters pertaining to that member's compensation.

No voting member of the Board whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Remington, either individually or collectively, is prohibited from providing compensation information.

- Annual Statements. Each Member shall annually sign a statement which affirms such person:
  - Has received a copy of the conflicts of interest policy;
  - (b) Has read and understands the policy;
  - (c) Has agreed to comply with the policy; and

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(d) Understands that Remington is a charitable organization and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

8. Transaction Review. The Chairperson of the Board and/or the President/CEO of Remington will monitor and review proposed or ongoing transactions of Remington (e.g., contracts with vendors and collaborations with third parties) for conflicts of interest and disclose them to the Board and staff, as appropriate, whether discovered before or after the transaction has occurred. These disclosures shall, at a minimum, include the following subjects:

(a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed; and

(b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

## REMINGTON COLLEGE, INC. CONFLICT OF INTEREST POLICY

# CONFLICT OF INTEREST DISCLOSURE FORM

The undersigned, as a director, manager, principal, officer, senior staff or member of a committee with governing board-delegated powers of Remington Colleges, Inc. ("Remington"), acknowledges that:

 he or she has received a copy of Remington's Conflict of Interest Policy (the "Policy");

2. he or she has read and understands the Policy;

he or she has agreed to comply with the Policy;

 he or she understands Remington is charitable and, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its taxexempt purposes; and

5. the following on-going relationships and interests may present a conflict of interest (disclosures should address current affiliations, as well as past affiliations for the prior two years, and should include all of the following: the undersigned's employer, all corporations (nonprofit and for-profit) of which the undersigned is a board member or officer, and the names of such of the undersigned's family members or business affiliates or any other relationships the undersigned has which the undersigned believes may present a potential conflict):

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# REMINGTON COLLEGE, INC. CONFLICTS OF INTEREST POLICY

I, Marshall McKissack, Secretary of Remington Colleges, Inc., certify that the attached Conflict of Interest Policy was adopted at a meeting of the Board of Directors as of the 27th day of August, 2010.

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# STEPHENSCHOICE

## STEPHENS RETIREMENT SERVICES

# INVESTMENT MANAGEMENT AND PLAN SERVICES AGREEMENT

This Agreement is made between Stephens Inc. ("Stephens") and Remington Administrative Services, Inc. 401 (K) Plan and Trust (the "Plan"). Under this Agreement Stephens, acting through Stephens Retirement Services ("SRS"), a subdivision of Stephens Capital Management, a division of Stephens, will provide services for the Plan and the Plan shall pay Stephens fees in the amounts indicated on the Fee Schedule attached hereto. The effective date of this Agreement is December 31, 2006. The sponsor of the Plan is Remington Administrative Services, Inc. ("Plan Sponsor").

- I. Implementation and General Services: If this service is selected by the Plan, then (A) Stephens will assist the Plan Sponsor with the installation of a new Plan or the transfer of assets of an existing Plan; (B) Stephens will provide liaison services with the record keeping and administration services of third party administrators providing services to the Plan and assist with the resolution of administrative issues related to the Plan's operation; and (C) Stephens will assist the Plan with the development of education and enrollment packets.
- II. <u>Plan Level Services:</u> Through the StephensChoice program, Stephens has established a limited group of funds, selected through the proprietary StephensChoice investment selection and monitoring program ("StephensChoice"), from which the Plan may select the funds to be made available for investment of plan assets. Each of the StephensChoice funds represents a specific asset class and style of investment. The StephensChoice Investment Committee regularly monitors each of the StephensChoice funds. The Investment Committee may replace in the standard line-up of StephensChoice funds a fund that does not continue to meet the StephensChoice criteria. In addition, a detailed annual investment review will be prepared analyzing the performance of the StephensChoice funds.

If this service is selected by the Plan, then if requested by the Plan, (A) Stephens will assist the Plan with the preparation of a written Investment Policy Statement (IPS) describing the investment objectives of the Plan; (B) the IPS will describe the investment alternatives to be considered by the Plan in terms of asset class and/or investment style; (C) in the case of a trustee directed plan, the IPS will include an asset allocation model to be implemented, and, in the case of a participant directed plan, the IPS will specify the investment choices to be made available to the participants; (D) The Plan will be provided an opportunity to make iifestyle model portfolios developed by Stephens for several common risk and time horizon parameters available to participants as potential participant investment choices.

III. <u>Participant Level Investment Services</u>: If this service is selected by the Plan, then (A) Stephens will conduct group enrollment meetings on dates agreed to by the Plan Sponsor and Stephens; (B) Stephens will be available to meet with each plan participant upon initial enrollment to review the participant's objectives, risk tolerance, and time horizon; (C) following initial enrollment, Stephens will be available to meet with individual participants on an as needed basis, as well as to provide annual account reviews and rebalancing; (D) Stephens will assist the Plan with preparing the investment information required to be provided to participants by the "identified plan fiduciary" under §404(c) of ERISA, as

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described in DOL Reg. 2550.404(c)-1(b)(2)(i)(B)(I), prior to or coincident with the participant's enrollment in the Plan, and will assist the Plan with preparing the information described in DOL Reg. 2550.404(c) 1(b)(2)(i)(B)(2), upon request.

Other Services: For Plan accounts (including, but not limited to, participant accounts) that direct investment of account assets into mutual funds and other investments, the Plan hereby authorizes Stephens to effect transactions in the account from time to time appropriate to effect the investment of Plan assets in accordance with such directions and to reinvest dividends and other distributions received by such accounts from mutual funds. For Plan accounts (including, but not limited to, participant accounts) that direct investment of account assets into an asset allocation model, the Plan hereby authorizes Stephens to effect transactions in the account from time to time appropriate to effect the investment of Plan assets in accordance with such directions, to reinvest dividends and other distributions received by such accounts from mutual funds and to re-balance from time to time the investments in such accounts to reflect the selected asset allocation model. Any rebalancing shall not occur more frequently than once per calendar quarter unless Plan Sponsor consents to additional re-balancing. Additionally, Stephens shall provide such brokerage, clearance, settlement, custodial and other functions and services permitted by law as may be determined by SRS to be necessary or desirable in carrying out the terms of this Agreement, if requested by the Plan. The Plan may request that SRS utilize brokers other than Stephens to effect or execute transactions, and the Plan agrees to pay any charges or commissions incurred in such transactions.

Compensation Paid by Funds: The Plan shall pay Stephens fees in the amounts and at the times described on the Fee Schedule attached hereto, and the Plan hereby authorizes Stephens to deduct the applicable fee amounts from the assets of the Plan on a quarterly basis to pay such fees, unless the Plan Sponsor pays such fees before such deduction is taken. The services provided under this Agreement contemplate that the Plan will invest Plan assets in investment company securities ("Mutual Funds"). Individual Mutual Funds may pay fees to Stephens Inc. as a result of these investments which fees shall be specifically disclosed to Plan Sponsor and Plan Sponsor can make these amounts available to Plan participant upon request. The existence and amounts of such Mutual Fund fees is more fully described in the fund prospectus for each Mutual Fund in which Plan assets may be invested. These fees will be passed through to the account or accounts that generated the Mutual Fund fees, which will have the effect of reducing the fees payable by the Plan under this Agreement as described in the Fee Schedule. The Plan understands that many mutual fund companies impose short-term trading fees with respect to purchases and redemptions of fund shares effected within a time frame designated by the mutual fund company (such as, but not limited to, sixty (60) or ninety (90) days) and that mutual fund companies may impose other fees from time to time. Any such fees imposed by any mutual fund company with respect to any Plan account will be charged to the Plan accounts in which the charge was incurred, including (but not limited to) participant accounts, if applicable, whether resulting from fund transfers, withdrawals, loans, rebalancing transactions or other transactions in the Plan or its respective accounts. All fees paid in connection with services to this Plan shall be reasonable, and any fees paid by or to a Mutual Fund, by or to SRS or by or to the Plan shall be specifically disclosed to Plan Sponsor.

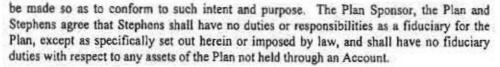
VI. Cash Basis Account: Unless otherwise agreed, each account of the Plan covered by this Agreement shall be a cash account ; and accordingly (a) full cash payment for each security or other property purchased will be made promptly unless funds sufficient therefore are already provided; (b) no sale is contemplated of any security or other property before it is paid for as provided in the preceding clause; (c) each security or other property sold will at the time be owned by the Plan and, unless already lodged in the account, will be promptly Confidential 2/21/2007 Page 2 15V/15Q

delivered thereto; and (d) full cash payment will be made promptly of any amount which may become due in order to meet necessary requests for additional deposits or mark to market with respect to any unissued security purchased or sold.

- VII. Records and Reports: With respect to each Plan account carried by Stephens, SRS shall provide the Plan with written (or, if elected by the Plan, electronic) confirmations of each trade, monthly brokers' statements and quarterly investment management reports or other periodic reports concerning the transactions effected in such Plan account. With respect to Plan accounts carried by a third party administrator or by another brokerage firm, the third party administrator or the applicable brokerage firm will be responsible for providing statements, records and reports, and Stephens will not be responsible for any errors or other deficiencies relating to such statements, records or reports.
- VIII. Term: The term of this Agreement shall be for a period of one year beginning on the date first above written; provided that it shall automatically be renewed for successive additional one year terms without further action by the parties. This Agreement may be terminated by either the Plan or SRS upon thirty (30) days notice given in writing to the other party hereto. provided however, that the Plan may terminate this Agreement without penalty within five (5) business days after entering into this Agreement. Upon termination of this Agreement and payment of all sums which may be owing to Stephens under this Agreement, Stephens shall make such disposition of the securities or other property of the Plan held by Stephens (if any) as may be directed by the Plan. The Plan agrees to pay Stephens the reasonable costs and expenses of collection, including reasonable attorney's fees, for any unpaid balance under this Agreement except any unpaid balance that was improperly assessed.
- IX. Subject to Law: All transactions under this Agreement shall be subject to applicable laws, rules and regulations of governmental authorities, and the applicable regulations and customs of exchanges, markets and clearinghouses. Whenever any law, rule or regulation is enacted by any governmental authority or exchange, market or clearing house which shall affect in any manner or be inconsistent with any of the provisions hereof, the provisions of this Agreement so affected shall be deemed modified or superseded to the extent necessary in order to avoid violation of such enactment.
- X. Waiver: Except as otherwise provided for herein, no provision of this Agreement shall be waived, altered, modified or amended except in writing signed by the party against whom such waiver, alteration, modification or amendment is sought to be enforced
- XI. No Assignment of Agreement or Duties: Neither party may assign this Agreement, in whole or in part, nor delegate, except as contemplated herein, all or part of the performance of duties required of it by this Agreement without the prior written consent of the other party, and any attempted assignment or delegation without such consent shall be void.
- XII. Authority of Plan Sponsor. The Plan and Plan Sponsor represent and warrant to Stephens that (i) the Plan and the Plan Sponsor have authorized the opening at Stephens of one or more accounts for the Plan (each an "Account") and the engagement of Stephens to provide services to the Plan as set forth in this Agreement, (ii) that the Plan has followed all necessary steps under applicable provisions of the Plan's organizational documents, policies and agreements to enter this Agreement; and (iii) that Plan Sponsor is the "named Fiduciary" as that term is defined in ERISA, authorized and responsible for making investment decisions for the Plan. The Plan further represents and warrants to Stephens that no other person is authorized to manage any portion of the Plan's assets held through an Account. The parties expressly acknowledge that it is the intent and purpose of this Agreement to fully comply with the terms of the Plan, ERISA and all applicable securities laws, rules and regulations and the interpretation of any provision of this Agreement shall Confidential 2/21/2007

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The Plan specifically acknowledges and agrees that (a) Stephens is not warranting that any information or advice provided to the Plan is correct or accurate or that any assets in the Account will necessarily increase in value or retain their value, and (b) neither Stephens nor any of its officers, directors, agents or employees shall be liable for any reasonable errors of judgment or otherwise in connection with the services provided by Stephens hereunder, except for any direct (as opposed to incidental or consequential) loss attributable primarily to its negligence or willful misconduct. Stephens shall not be liable for any act or omission of any other person with respect to the Account. The Plan shall indemnify and hold harmless Stephens, its affiliates, directors, officers, shareholders, employees and agents against and from any losses, liabilities, costs, damages or expenses, including reasonable attorneys' fees and costs (collectively, "Losses"), that arise out of or in connection with this Agreement, provided such Losses do not result directly and primarily from Stephens' negligence or willful misconduct.

- XIII. <u>Notice:</u> Any notice, request or instruction to be given hereunder shall be in writing and delivered personally or sent by first class mail, postage prepaid, addressed if to SRS to Stephens Retirement Services, 111 Center Street, Little Rock, Arkansas 72201, with a copy to Stephens Inc., 111 Center Street, Little Rock, Arkansas 72201, ATTN: Legal Department, and if to the Plan to the address set out below. With respect to SRS such communication shall be effective when actually received by SRS.
- XIV. <u>Governing Law:</u> This Agreement is entered into and shall be governed by the Laws of the State of Arkansas and such federal statutes, rules and regulations as may be applicable hereto. Any provision of this Agreement to the contrary notwithstanding, this Agreement is intended not to require any person to relinquish any rights to the extent that such relinquishment would be invalidated by any applicable statute, and, accordingly, all provisions of this Agreement shall be construed not to require any such relinquishment.
- XV. <u>Proxies:</u> Unless otherwise instructed by Plan, the Plan authorizes and directs Stephens to vote the proxies for securities held in Plan's Account(s), on behalf of Plan, as recommended by the Board of Directors of the issuer or as recommended by a third party company that evaluates proxy proposals and recommends how shareholders should vote.
- XVI. <u>Valuation</u>: In computing the market value of any investment of the Plan each security listed on any national securities exchange and for which recent market quotations are readily available shall be valued at the last reported sale price on the principal exchange on which such security is traded, or, if there has been no recent reported sale, at the last reported bid price. Where market quotations are readily available, unlisted securities shall be valued at the current bid price. Any other security or asset shall be valued in a manner determined in good faith by SRS to reflect its fair market value.
- XVII. <u>Periodic Reports:</u> The services to be provided by SRS under this Agreement shall be based upon the individual needs of the Plan and/or Plan participants. At least quarterly, SRS or the third party administrator for the Plan will provide the Plan or Plan participants with a report or account statement as to each Plan account(s), which shall constitute a reminder to the Plan to communicate any change in the Plan's financial situation or needs to SRS.

XVIII. <u>Ownership of Funds</u>: Subject to applicable laws and regulations, the Plan shall maintain to the extent reasonably practicable every indicia of ownership of its Account assets, Confidential Page 4 2/21/2007 15V/15O including (1) the right to withdraw, hypothecate, vote or pledge securities; and (2) the receipt of a notification of each security transaction. The Plan shall have the opportunity and authority to instruct SRS in writing to refrain from purchasing particular securities which otherwise might be purchased.

# XIX. Services to Other Clients; Violation of Laws:

- a. It is understood that Stephens performs investment management and other services for various clients. The Plan acknowledges that Stephens may give advice and take action with respect to any of its other clients, which may differ from advice given with respect to any security or other property, or the timing or nature of action taken with respect to any security or other property owned by the Plan.
- b. Nothing in this agreement shall impose upon Stephens any obligation to purchase or sell, or to recommend for purchase or sale, any security for the Plan which Stephens, or its partners, principals, affiliates or employees, may purchase or sell for its or their own accounts or for the account of any other client, if in the discretion of SRS such investment would be unsuitable for the Plan or if SRS determines in the best interest of Plan it would be impractical or undesirable or not consistent with the StephensChoice investment program.
- c. Stephens shall have no obligation hercunder to cause the Plan to engage in any transaction on the basis of any information known to Stephens or any of its partners, principals, affiliates, employees or agents wherein the utilization of such information might, in Stephens' judgment, constitute or involve a violation of law or a breach of any fiduciary or confidential relationship by Stephens and/or its partners, principals, affiliates, employees or agents.
- d. The Plan and Plan Sponsor hereby acknowledge that Hotchkis and Wiley Capital Management, LLC and Stephens Investment Management Group, LLC may be deemed to be affiliates of Stephens Inc. based upon an ownership position held by affiliates of Stephens Inc., in Hotchkis and Wiley Capital Management, LLC and in Stephens Investment management Group, LLC.

## XX. Arbitration and Disclosure Agreement

This agreement contains a predispute arbitration clause. By signing an arbitration agreement the parties agree as follows:

- (a) All parties to this agreement are giving up the right to sue each other in court, including the right to a trial by jury, except as provided by the rules of the arbitration forum in which a claim is filed.
- (b) Arbitration awards are generally final and binding; a party's ability to have a court reverse or modify an arbitration award is very limited.
- (c) The ability of the parties to obtain documents, witness statements and other discovery is generally more limited in arbitration than in court proceedings.
- (d) The arbitrators do not have to explain the reason(s) for their award.
- (e) The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

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- (f) The rules of some arbitration forums may impose time limits for bringing a claim in arbitration. In some cases, a claim that is ineligible for arbitration may be brought in court.
- (g) The rules of the arbitration forum in which the claim is filed, and any amendments thereto, shall be incorporated into this agreement.
- (h) No person shall bring a putative or certified class action to arbitration, nor seek to enforce any predispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until; (I) The class certification is denied; or (II) The class is decertified; or (III) The plan is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this agreement except to the extent stated herein.
- (i) Arbitration: The Plan agrees, and by carrying an account for the Plan Stephens agrees that all controversies which may arise between the parties concerning any transaction or the construction, performance or breach of this or any other agreement between the parties pertaining to securities and other property; whether entered into prior, on or subsequent to the date hereof, shall be determined by arbitration. Any arbitration under this agreement shall be conducted before the New York Stock Exchange, Inc., or an arbitration facility provided by any other exchange of which Stephens is a member, or the National Association of Securitics Dealers, Inc., or the Municipal Securities Rulemaking Board and in accordance with the rules obtaining of the selected organization. The Plan may elect in the first instance whether arbitration shall be by an exchange or self-regulatory organization of which Stephens is a member, but if the Plan fails to make such election, by registered letter or telegram addressed to Stephens at Stephens' main office, before the expiration of ten days after receipt of a written request from Stephens to make such election, then Stephens may make such election the award of the arbitrators, or of the majority of them, shall be final, and judgment upon the award rendered may be entered in any court, state or federal, having jurisdiction.
- XXI. Affiliated Transactions and Conflicts of Interest. The Plan and Plan Sponsor hereby acknowledge that Stephens is a diversified financial services company that directly or through affiliates provides a wide variety of investment banking, securities, insurance and other investment services to a broad array of customers, which relationships could give rise to potential conflicts of interest. The Plan and Plan Sponsor hereby expressly consent and agree, to the maximum extent permissible under applicable banking, securities, agency, employee benefit or other laws and regulations prohibiting and/or restricting in any way an agent from dealing with itself or an affiliate, or from dealing with respect to any matter in which it or an affiliate may or does have a personal interest, that such restrictions shall not apply to Stephens or an affiliate to the extent that Stephens' or its affiliates' actions are authorized under this Section. The Plan and Plan Sponsor acknowledge that cach of these transactions presents the potential for conflict and understands that the Plan may revoke the authorizations set forth herein at any time in writing, provided that such rescation shall not affect transactions entered into in reliance on such authorizations prior to receipt of notice of revocation.
  - (a) Plan assets may be invested in interests of money market funds, other investment companies, privately offered investment funds and other collective investment vehicles (collectively, "Funds") for which Stephens or its affiliates may act as investment advisor, sponsor, administrator, distributor, selling agent, or in other capacities utial Page 6 2/21/2007

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> ("Affiliated Funds"). In addition, Account assets may be invested in interests of Funds for which Stephens or its affiliates do not act as investment adviser, sponsor, administrator or in other capacities. The Plan and Plan Sponsor hereby consent to the receipt by Stephens or its affiliates of fees for services to such Funds, including (but not limited to) fees payable under a plan adopted pursuant to Rule 12b-1 under the Investment Company Act of 1940, as amended ("12b-1 fees") and fees paid to compensate Stephens for providing administrative services to or for the benefit of such Funds. Pursuant to the fee schedule attached hereto Stephens has agreed to credit the 12b-1 fees and any other fees received by Stephens relating to the account against the fees available to Stephens under this agreement.

- (b) The Plan and Plan Sponsor authorize and acknowledge that Plan assets may be used to purchase or sell for the Plan or otherwise deal with securities or other instruments for which (i) Stephens, (ii) an affiliate of Stephens, (iii) an entity in which Stephens or an affiliate has a direct or indirect interest, or (iv) another member of a syndicate or other intermediary (where an entity referred to in (i), (ii), or (iii), above is or was a member of the syndicate), has acted, now acts, or in the future may act as an underwriter, syndicate member, market maker, dealer, broker, principal, agent or in any other similar capacity, whether the purchase, sale or dealing occurs during the life of the syndicate or after the close of the syndicate.
- (c) This Agreement contemplates that Stephens, or any other broker-dealer that is or may become an affiliate of Stephens (the "affiliated brokers"), will act as broker or dealer to execute transactions on behalf of the Plan. The Plan will not be charged a separate fee for brokerage services provided to a Plan Account by such affiliated brokers.
- (d) The Plan and Plan Sponsor authorize Stephens and its affiliates to effect transactions for the Plan with other accounts for which Stephens or an affiliate provide investment advisory services ("Cross Trades). Such Cross Trades are intended to enable Stephens to purchase or sell a block of securities for an account of the Plan at a set price and possibly avoid an unfavorable price movement that may be created through entrance into the market with such purchase or sell order. Except to the extent permitted by applicable law, neither Stephens nor any of its affiliates will receive any compensation from the Plan for effecting such Cross Trades (other than investment advisory fees).
- (e) The Plan and Plan Sponsor authorize Stephens and its affiliates to execute "Agency Cross Transactions" for Plan accounts. Agency Cross Transactions are transactions where Stephens, or any affiliate of Stephens, acts as broker for both the Plan and the other party to the transaction. In such transactions, Stephens, or any of Stephens's affiliates acting as broker, may receive commissions from the other party to such transaction, to the extent permitted by law, in addition to its customary investment management or advisory fee. Stephens is authorized to execute Agency Cross Transactions for Plan accounts, subject to termination of such authorization at the Plan's option; provided that such termination shall not affect Agency Cross Transactions entered into prior to receipt by Stephens of such notice.
- (f) Plan accounts may purchase as investments for the Plan securities of companies with which Stephens or its affiliates maintain investment banking relationships or other relationships.
- (g) Subject to applicable law, Stephens may pay certain fees to, and/or share revenues with, affiliates and third parties in connection with referrals for investment advisory accounts.



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- (h) The laws and regulations applicable to ERISA accounts restrict such accounts from engaging in certain types of transactions. Stephens and the Plan intend to abide by such ERISA restrictions and to deal in and with the Account in accordance with policies and practices designed to achieve compliance with such ERISA laws and regulations.
- XXII. Services Not Exclusive. The Plan and Plan Sponsor understands that other divisions and other advisory representatives within Stephens perform investment advisory services for clients other than the Plan. The Plan and Plan Sponsor agree that other divisions and other advisory representatives within Stephens may give advice and take action with respect to other clients that may be similar or different from that given to the Plan, in terms of securities, timing, nature of transactions and other factors. Stephens will, to the extent practicable, attempt in good faith to allocate investment opportunities among its clients, including the Plan, on a fair and equitable basis. The Plan and Plan Sponsor recognize that other clients of other divisions and other advisory representatives within Stephens, as well as Stephens, its principals, employees, affiliates and their family members, may hold, and may engage in transactions in, securities purchased or sold for the Plan or about which Stephens may give or may have given advice to the Plan. The Plan agrees that other divisions and other advisory representatives within Stephens have no obligation to purchase, sell or make any recommendation with respect to any security for the Plan which it or they may purchase, sell or recommend to any client, or in which it or they, or their respective principals, employees, affiliates or their family members may engage in transactions.
- XXIII. Allocation and Aggregation of Orders. Other divisions and other advisory representatives within Stephens will not be obligated to recommend for Plan accounts the purchase or sale of securities or other investments that it or they may purchase or sell, recommend for purchase or sale or take the opposite side of the market for investments for the accounts of Stephens' other clients. Moreover, the Plan and Plan Sponsor acknowledge that circumstances may arise under which Stephens determines that, while it would be both desirable and suitable that a particular security or other investment be purchased or sold for the account of more than one of Stephens' client accounts, there is a limited supply or demand for the security or other investment. Under such circumstances, the Plan and Plan Sponsor acknowledge that, while Stephens will seek to allocate the opportunity to purchase or sell that security or other investment among those accounts on an equitable basis, Stephens will not be required to assure equality of treatment among all of its clients (including that the opportunity to purchase or sell that security or other investment will be proportionally allocated among those clients according to any particular or predetermined standards or criteria). Further, the Plan and Plan Sponsor understand and acknowledge that other divisions and other advisory representatives within Stephens manage or provide investment advice to accounts for other clients of Stephens and that no effort is made to ensure that investment opportunities offered or provided to such clients will be offered or provided to Stephens or its other clients, including the Plan.

The Plan and Plan Sponsor acknowledge and agree that Stephens may aggregate purchase or sale orders in a particular security for Plan accounts with each other and/or with orders for other clients' accounts when appropriate. However, Stephens is under no obligation to aggregate orders. Where, because of prevailing market conditions, it is not possible to obtain the same price or time of execution for all of the securities or other investments purchased or sold for a Plan account in an aggregated order. Stephens may average the various execution prices and charge or credit Plan accounts with the average price.

XXIV. <u>Supplemental Agreements and Disclosures</u>. Attached hereto are Supplemental Agreements and Disclosures that may be applicable to certain transactions related to this account. The Plan and Plan Sponsor also acknowledge that Stephens has provided to the

Confidential

Page 8

Plan a copy of Stephens' Form ADV Part II or a brochure in lieu thereof or Schedule H of Stephens' Form ADV,

IN WITNESS WHEREOF, the Plan has executed this Agreement and it has been accepted by Stephens Inc. in Little Rock, Arkansas as of the date first above written.

Pre-Dispute Arbitration Clause. The Plan acknowledges that this Agreement contains a pre-dispute arbitration clause, which provides that all disputes relating to the Plan's assets or account are to be resolved by binding arbitration. This clause is found in Sections XX. on page 5 and 6 of this Agreement.

500 President Clinton Ave., Ste. 305, Little Rock, AR 72201

Date:

PLAN:

Plan Sponsor: Remington Administrative Services, Inc.

Plan Name: Remington Administrative Services, Inc. 401 (K) Plan and Trust

Address: Signature:

plum

Authorized Representative of the Plan

Stephens Int Date:\_\_\_\_\_2-27-97 By

A Duly Authorized Officer

Confidential

2/21/2007 15V/15Q

07

# **Employment Application for:**

Remington College - Colorado Springs

Please fully complete application in ink. Clearly print or type all unswers. If the question does not apply to you, write N/A

Our organization is firmly committed to a policy of equal employment, for all qualified persons without regard to race, colorreligion, national origin, age, gender or sexual orientation, disability or military status. We make reasonable accommodations of qualified disabled persons.

Name: (Last)		(First)	()	diddle)	Social Security No	÷.	Dat	te of Application:
Current Street Address:					Other Names Known By (Verification Purposes):			
City: State: Zip Code: Home Phone Number:			0.75507580	Work Phone Number: Email Address: ( ) May we contact you at work? Ves No				
If not a reside	ent at current a	ddress for 2 year	rs, provide previ	ious addres	s and home phone n	umber: ( )	)	From: To:
Citizenship (/ Are you a U.S					provide valid author d to work in the U.S			I.S.):
Are you 18 or	r over?	Yes 🗆 No	lf not, you m	ay be requi	red to furnish a wor	k permit,		
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August 27, 2010

Jack W. Forrest Chief Executive Officer Education America, Inc. 500 International Parkway Suite 200 Heathrow, Florida 32746

# Re: Letter of Intent for the Acquisition of Assets of Education America, Inc. Subsidiaries

Dear Jack:

We are pleased to provide this letter of intent ("Letter") which sets forth the principal terms pursuant to which Remington Colleges, Inc. ("RCI") proposes to purchase from Education America, Inc. ("EAI") the assets and business of EAI's subsidiaries: Remington College-Little Rock Campus, Inc., Remington College-Denver Campus, Inc., Remington College-Memphis Campus, Inc., Remington College-Tampa Campus, Inc., Remington College-BCL, Inc., Remington College-Houston Campus, Inc., Remington College-Mobile Campus, Inc., Remington College Nursing of Orlando, LLC and Remington Administrative Services, Inc. (the "Subsidiaries") as outlined below:

- Asset Purchase. Pursuant to the terms and conditions of an Asset Purchase Agreement (the "Definitive Agreement") RCI will acquire all of the assets of the Subsidiaries (except for real estate and other specifically excluded assets identified in the Definitive Agreement), free and clear of any and all liens, restrictions, and any non-ordinary course liabilities and encumbrances other than customary permitted liens to be specified in the Definitive Agreement. The Definitive Agreement will be prepared by RCI and contain representations, warranties, covenants, and indemnities customary to transactions of this type.
- Purchase Price. As consideration for the assets, RCI shall pay EAI an aggregate price of \$217,500,000.00 (the "Purchase Price") plus the assumption of defined liabilities and minus the adjustments to the Purchase Price as described below. At the closing, RCI shall deliver cash or subordinated notes payable to EAI as follows:

а.	Cash:		\$ 52,500,000.00
b.	Subordinated Debt Note 1:	Principal Interest: Seniority: Collateral:	\$ 75,000,000.00 6% per annum Subordinated to Senior Bank Debt Collateralized by a lien subordinate only to the lien of Senior Bank Debt on all assets acquired from the EA1.
c.	Subordinated Debt Note 2:	Principal: Interest;	\$ 90,000,000.00 10 % per annum

4815-2146-3815.3

1

Seniority:

Collateral:

Subordinated to Senior Bank Debt and Sub Debt Note 1 Collateralized by a lien subordinate only to the lien of Senior Bank Debt

on all assets acquired from the EAI.

d. <u>Repayment of Subordinated Debt Note 1 and Subordinated Debt Note 2</u>: Payments on Subordinated Debt Note 1 and Subordinated Debt Note 2 shall be made in accordance with attached Exhibit "A."

e. Assumption of Defined Liabilities:

It is anticipated that RCI shall assume the following liabilities of the Company: (a) trade and accounts payables and other disclosed liabilities incurred in the ordinary course of business; (b) payroll and sales taxes payable incurred in the ordinary course of business; (c) vacation pay, sick leave and other accrued employee compensation and benefits, whether or not accrued in accordance with U.S. Generally Accepted Accounting Principles consistently applied ("GAAP"), as more particularly specified in the Definitive Agreement; (d) obligations to students under enrollment agreements including but not limited to student refund and return of Title IV student aid and other student refund obligations; (e) obligations arising under scheduled assigned contracts; and (f) the outstanding balance owed under the EAI line of credit loan with Regions Bank as of the closing date not to exceed a maximum of \$7,500,000.00 which shall be paid by RCI on the closing date (collectively, the "Assumed Liabilities"). The Purchase Price shall be adjusted as indicated in 2f., below, if there is an outstanding balance on the EAI Regions Bank line of credit loan assumed by RCI as of the Except for such Assumed Liabilities and any other liabilities closing date. specifically described in the Definitive Agreement, RCI will not assume any other liability.

f. Adjustments to Purchase Price:

The Purchase Price shall be reduced by the amount of the outstanding balance owed under the EAI line of credit loan with Regions Bank as of the closing date and assumed and paid by RCI. The reduction in the Purchase Price shall be made by reducing the principal balance of Subordinated Note 2 for the amount of the outstanding balance of the line of credit loan from Regions Bank to EAI assumed and paid by RCI. If on the closing date the outstanding balance of the line of credit loan from Regions Bank to EAI exceeds \$7,500,000.00, RCI shall have no obligation to assume and pay such excess amount, and EAI shall pay the amount of the excess at closing.

 <u>Real Estate Leases</u>. As of the closing date, EAI shall assign to RCI and RCI shall assume the tenants' obligations under the existing real estate leases with respect to the several facilities operated by EAI through the Subsidiaries, between EAI and/or the respective Subsidiaries and the respective landlords under such leases, as such leases are more particularly identified in attached Exhibit "B."

- <u>Conditions</u>. The obligation of RCI to purchase the assets of the Subsidiaries and to otherwise consummate the transactions contemplated by this Letter will be contingent upon satisfaction of, among others, the following conditions:
  - a. receipt of all third party consents and regulatory approvals specifically described in the Definitive Agreement, including but not limited to (i) the favorable determination by the Internal Revenue Service of the status of RCI as an exempt organization under Section 501(e)(3) of the Internal Revenue Code, and (ii) the Department of Education and all appropriate accreditation bodies and state educational regulatory authorities;
  - receipt of all appraisals and fairness opinions deemed appropriate by RCI supporting the fair market value of the assets and business to be acquired from the Subsidiaries
  - RCI obtaining a credit facility from a commercial bank consisting of a \$25,000,000.00 line of credit loan and a \$50,000,000.00 term loan on terms acceptable to RCI;
  - d. agreement by all employees of the Subsidiaries having employment agreements as of the date of closing to become employees of RCI under substantially the same terms and conditions as their existing employment agreements, except that no provisions shall be included pertaining to stock options or "change of control" matters.
- Employment of Current Employees. RCI shall offer employment to all employees of the Subsidiaries not having employment agreements, in their current roles at the existing compensation and benefits levels.
- 6. Non-Competition and Non-Solicitation Agreements. All Shareholders of EAI other than Pedro DeGuzman and Ellen Camp shall enter into non-competition and non-solicitation agreements which shall prohibit them from competing with RCI with respect to its online educational programs anywhere in the United States and its campus programs as and where conducted at the time of the transaction, and from soliciting current employees of the Subsidiaries, for a period of five years from the closing.
- Board of Directors. The Definitive Agreement shall provide that upon the closing of the transaction the Board of Directors of RCI shall consist of five (5) members and that EAI shall have the right to appoint two of the members of the Board of Directors of RCI until the outstanding debt under Subordinated Debt Note 1 and Subordinated Debt Note 2 is paid or satisfied in full.
- 8. Exclusivity: Termination. Until this Letter is terminated, neither EAI or the Subsidiaries or their officers, directors, employees, agents or any of their respective advisors, will initiate, encourage, solicit or continue any negotiations or discussions with any third party, other than RCI, for the purpose of soliciting any proposals relating to the purchase of any assets or equity of the Subsidiaries for a period of 90 days after the signing of this Letter. Should EAI, the Subsidiaries or their representatives violate this provision and engage in any material negotiations with a third party during the tenure of this Letter, followed by termination of this

Letter by either party, EAI will reinburse RCI its actual, reasonable out of pocket expenses associated with the transactions contemplated by this Letter, plus RCI shall be entitled to recover from EAI any damages it may have incurred as a result of such breach. Notwithstanding the foregoing, prior to any termination of this Letter as permitted by Paragraph 11, EAI shall immediately notify RCI of any unsolicited bids, offers, or proposals received from third parties which, if consummated, would impair or preclude the transactions contemplated by this Letter. In the event this Letter is terminated without consummation of the transactions contemplated by this Letter for any reason other than breach of the exclusivity provisions set forth above, EAI will reimburse RCI for its actual, reasonable out of pocket expenses associated with the transactions contemplated by this Letter.

- <u>Costs</u>. In the event the transactions contemplated by this Letter are consummated, each party to this Letter shall be responsible for its own fees and expenses incurred in connection with the preparation and negotiation of the transaction.
- 10. Non-Binding. Except for the provisions of Paragraph 8, which shall be legally binding on the parties to this Letter, this Letter does not constitute a binding obligation of the parties, but is intended to be an expression of intent only, and shall be subject in all events to the terms of the Definitive Agreement to be executed and delivered in connection with the transactions proposed herein.
- 11. <u>Termination and Survival</u>. This Letter may be terminated at any time before execution of a Definitive Agreement with or without cause by either party, upon written notice to the other party or parties. Neither party shall have any obligation to enter into a Definitive Agreement or to continue to use its commercially reasonable efforts toward consummation of the transactions contemplated hereby, upon the giving of such notice. Upon such termination, the provisions of this Letter shall terminate and become void and of no further force and effect, except for the provisions of Paragraph 8 pertaining to EAI's liability for payments or reimbursements to RCI, which provisions shall survive indefinitely.
- Expiration. Unless accepted by the Company, this proposal will expire on the carlier of (i) its rejection by EA1, or (ii) 5:00 p.m. Central Time, August 30, 2010.
- <u>Time line</u>. It is anticipated that the transaction shall be consummated on or before December 1, 2010 after the signing of this Letter.

We sincerely look forward to continuing the success EAI has had in providing a quality carcerfocused education to the thousands of individuals that might not have otherwise had the opportunity to attend college. Together with our counsel and other advisors, we are prepared to proceed immediately with all aspects of this transaction. If the foregoing correctly reflects our mutual understanding and agreement in principle, please acknowledge your acceptance of the terms set forth herein by signing this Letter in the manner indicated below.

(Signature Page to Letter of Intent)

Very truly yours,

Remington Colleges, Inc.

Wrs By: Kevin Wilcox Title: President

Accepted and Agreed this 27 day of August, 2010:

Education America, Inc.

By: 2 Name: Jack W. Førrest Title: Chief Executive Officer

(Signature Page to Letter of Intent)

Very truly yours,

Remington Colleges, Inc.

By: Name: Kevin Wilcox Title: President

Accepted and Agreed this 27 day of August, 2010:

Education America, Inc.

By: 4 70 all Name: Jack W. Førrest Title: Chief Executive Officer



# EMPLOYMENT AGREEMENT

# For

# INSERT NAME

This EMPLOYMENT AGREEMENT (the "Agreement") is made, entered into, and effective this \_\_\_\_\_day of \_\_\_\_\_, 2010 ("Effective Date"), between Remington Administrative Services, Inc., an Arkansas corporation, with its principal place of business located at 500 International Parkway, Suite 200, Heathrow, Florida 32746 ("RASI"), each of the Subsidiaries and all other entities included within the definition of "Company" as defined herein, and \_\_\_\_\_\_, an individual currently having a principal residence at \_\_\_\_\_\_\_

("Employce").

WHEREAS, the Board of Directors of RASI, each of the Subsidiaries and all other entities included within the definition of "Company" has recommended, and the Board of Directors of RASI, each of the Subsidiaries and all other entities included within the definition of "Company" has approved, that RASI, each of the Subsidiaries and all other entities included within the definition of "Company" enter into a single employment agreement with Employee governing Employee's employment with RASI, each of the Subsidiaries and all other entities included within the definition of "Company," and

WHEREAS, Employee is currently employed by Company and desires to continue such employment subject to and in accordance with the terms and conditions hereinafter set forth.

NOW THEREFORE, in consideration of the foregoing, mutual covenants and agreements of the Parties set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Employee, Employment Agreement for INSERT NAME Page 2 of 32 REMINGTON COLLEGES, INC. EIN: 27-3339369

intending to be legally bound, agree as follows:

## Article 1

## Definitions

The following definitions shall apply wherever the respective terms are used in this Agreement, except where the context clearly requires otherwise.

(a) The term "Agreement" means this Employment Agreement.

(b) The term "Barnett" means Jerald M. Barnett, Jr.

(c) The term "Base Salary" shall have the meaning set forth in Section 5.1

(d) The term "Change in Control" shall have the meaning set forth in Section 8.7.

(e) The term "Clients" means all persons that are currently enrolled as a student of one of the Subsidiaries or have executed an enrollment agreement with one of the Subsidiaries or submitted an application to enroll as a student at one of the postsecondary educational institutions operated by one of the Subsidiaries.

(f) The term "Company" means collectively Remington Administrative Services, Inc., EAI Realty, Inc., Remington College – Denver Campus, Inc., Remington College – Houston Campus, Inc., Remington College – BCL, Inc., Remington College – New Orleans Campus, Inc., Remington College – Mobile Campus, Inc., Remington College – Little Rock Campus, Inc., Remington College – Memphis Campus, Inc., Remington College – Tampa Campus, Inc., Remington College of Nursing, LLC, Remington College of Nursing Orlando, LLC, any successor of RASI or the Subsidiaries or any other subsidiaries or affiliates of EAI or the Subsidiaries, other than EAI, or their successors currently existing or that come into existence during the Term of Employment. If a Change in Control of Company occurs, then the term "Company" shall include Purchaser Employment Agreement for INSERT NAME Page 3 of 32

## REMINGTON COLLEGES, INC. EIN: 27-3339369

upon the Consummation Date if the transaction that results in the Change in Control is an asset purchase, merger or other form of transaction that results in EAI not having ownership of the equity interest of RASI, the Subsidiaries or EAI, or the Subsidiaries not having ownership of the assets of the Subsidiaries that operate the private, for-profit proprietary institutions of higher education that have a Change in Control.

(g) The term "Company Insurance Policy" shall have the meaning set forth in Section 5.3.

(h) The term "Compete(s) with Company" shall have the meaning set forth in Article
 12.

(i) The term "Confidential Information and Trade Secrets" means any information or other property that constitutes a trade secret under applicable state or federal law, educational program materials or methods of instruction, course syllabi, lesson plans, student evaluations of instructors or programs, information submitted or filed with accreditation agencies, referral sources, methods of conducting business, marketing techniques and practices, advertising materials, recruiting processes and techniques, records of sales practices, recruiter training materials and programs, compensation plans, revenue projection models, budgeting and forecasting models, appraisals, business analyses, evaluations of potential educational and course programs and offerings, program feasibility studies, financial materials of the terms of employment of Employee and any other employees of EA1 or Employees of Company, and any compilations, copies, electronic documentation or extracts of any of the foregoing. However, such term shall not include matters of common knowledge, matters generally known by the Employment Agreement for INSERT NAME Page 4 of 32

industry, or matters readily available from a public source.

(j) The term "Consummation Date" means the later of the date a transaction constituting a Change in Control is consummated or the Change in Control is effective in accordance with the documents evidencing the terms of the Change in Control.

(k) The term "Definitive Agreement" means a stock purchase, merger, asset purchase or other agreement that establishes the primary terms of a transaction that upon consummation results in a Change in Control.

(1) The term "Disabled" means Employee shall be deemed Disabled if Employee:

 (i) Is under a legal decree of incompetence (the date of such decree being deemed to be the date on which such disability occurred);

(ii) Submits any claim for disability insurance benefits or for early distribution of any amounts from a qualified pension or profit-sharing plan maintained by Company, in each case on account of Employee's having suffered more than fifty percent (50%) permanent disability (the date of the earliest of such claims shall be the date on which such disability shall be deemed to have occurred);

(iii) Is subject to a medical determination that Employee, because of a medically determinable disease, injury, or other mental or physical disability, is unable to perform substantially all of Employee's regular duties, and that such disability is determined or reasonably expected to last at least twelve (12) months, based on then available medical information. A medical determination of disability will exist upon the receipt by Company of the written opinion of a physician who has examined Employee. Such initial medical determination may be conducted at the request of Company or may be submitted by Employee. If

Employment Agreement for INSERT NAME Page 5 of 32 REMINGTON COLLEGES, INC. EIN: 27-3339369

Company or Employee disagrees with the opinion of such physician (the "First Physician"), either may engage at the expense of the requesting party another physician (the "Second Physician") to examine Employee. The Second Physician shall confer with the First Physician and, if they together agree in writing that Employee is or is not disabled, their written opinion shall be conclusive as to such disability absent manifest error. If the First and Second Physicians do not agree, the First and Second Physicians shall choose a third consulting physician (the expense of which shall be borne by Company), and the written opinion of a majority of these three (3) physicians shall be conclusive as to such disability. The date of any written opinion that is conclusive as to such disability is the date on which such disability, if that is the conclusion, will be deemed to have occurred. In signing this Agreement, Employee consents to such examination, to furnish any reasonable medical information requested by any examining physician, and to waive, but only as to Company and solely for the purposes of this Agreement and for no other purpose, any applicable physician-patient privilege that may arise because of such examination. All physicians must be board-certified in the specialty most closely related to the nature of the disability alleged to exist.

(m) The term "EAI" means Education America, Inc.

(n) The term "Employee" means

(o) The term "Employee Insurance Policy" shall have the meaning set forth in Section 5.3.

(p) The term "Employee(s) of Company" means individually, any individual, and

collectively, all individuals, employed by EAI, RASI, one of the Subsidiaries or any other entity that is a Company.

(q) The term "Employee Right to Terminate Event" shall have the meaning set forth in Section 8.3.1.

(r) The term "For Cause Termination Event" shall have the meaning set forth in Section 8.2.1.

(s) The term "Initial Term" shall have the meaning set forth in Article 2.

(t) The term "Option of Termination" shall have the meaning set forth in Section 2.3.

(u) The term "Parties" shall mean Employee and Company.

(v) The term "Performance Cause" shall have the meaning set forth in Section 8.2.2.

(w) The term "Person" shall mean an individual, partnership, corporation, limited liability company, joint venture trust or unincorporated organization, a government or agency or political subdivision thereof, or any other entity.

(x) The term "Prohibited Territory" shall mean each Metropolitan Area, as defined by the United States Census Bureau, within which a post-secondary educational institution or other business operation or facility of Company is located during the Term of Employment.

(y) The term "Prospect" means any prospective student or other Person identified by Company through its marketing or lead generation processes as meeting the criteria as a Person that may be solicited or recruited to enroll as a student at one of the Subsidiaries, including those that may be recruited to be an online or distance education student and specifically includes Persons listed on lists of such potential students or "leads" generated during or prior to, the Term of Employment, regardless of whether such Person has been contacted by Company or has a contact or a relationship or other business with such potential students or "leads".

(z) The term "Purchaser" shall mean a Person that has entered into a Definitive Agreement to purchase the assets or stock or other equity interest of EAI, RASI, or one or more of the Subsidiaries or each of the other entities defined herein as "Company" in any transaction or series of transactions that result in a Change in Control.

(aa) The term "RASI" means Remington Administrative Services, Inc.

(bb) The terms "Severance Period" and "Severance Pay" shall have the meanings set forth in Section 8.8.6.

(cc) The term "Subsidiaries" means EAI Realty, Inc., Remington College – Denver Campus, Inc., Remington College – Houston Campus, Inc., Remington College – BCL, Inc., Remington College – New Orleans Campus, Inc., Remington College – Mobile Campus, Inc., Remington College – Little Rock Campus, Inc., Remington College – Memphis Campus, Inc., Remington College – Tampa Campus, Inc., Remington College of Nursing, LLC, Remington College of Nursing Orlando, LLC, or any other subsidiaries or affiliates of EAI or of RASI or the Subsidiaries, other than EAI, or their successors currently existing or that come into existence during the Term of Employment.

(dd) The term "Term of this Agreement" shall mean the period commencing as of the Effective Date and continuing until such time as all of the obligations of all Parties under this Agreement have been satisfied.

(ee) The term "Term of Employment" shall mean the Initial Term and any extension thereof pursuant to the terms of Article 2 and ending on the date Employee's employment with Company terminates. Employment Agreement for INSERT NAME Page 8 of 32

REMINGTON COLLEGES, INC. EIN: 27-3339369

#### Article 2

## Term of Employment

Section 2.1 Term. Company hereby agrees to employ Employee, and Employee hereby agrees to serve Company in accordance with the terms and conditions set forth herein, for an initial period beginning\_\_\_\_\_\_, 2010 and extending through \_\_\_\_\_\_201\_ ("Initial Term"); subject, however, to earlier termination or subsequent extension as expressly provided in this Agreement.

Section 2.2 Modification of Term Upon Change in Control. In the event a Change in Control occurs prior to the termination of Employee's employment with Company pursuant to this Agreement, the Term of Employment shall be for a period of \_\_\_\_\_ (\_) years, commencing on the Consummation Date, unless Purchaser elects to exercise the Option of Termination. If this Agreement is assumed by a Purchaser in the event of a Change in Control, the term "Company" shall mean Purchaser and any other person affiliated with Purchaser for whom Employee performs services.

Section 2.3 Option of Termination by Purchaser. A Purchaser shall have the right to terminate Employee's employment upon the Consummation Date (the "Option of Termination"). The Option of Termination must be exercised by expressly providing in the Definitive Agreement that Purchaser is electing to exercise the Option of Termination and will terminate Employee's employment on the Consummation Date. If the Definitive Agreement does not expressly provide that Purchaser is electing to exercise the Option of Termination, neither Purchaser nor Company may subsequently exercise the Option of Termination, and the Term of Employment shall be \_\_\_\_\_() years from the Consummation Date. If Purchaser elects to exercise the Option of Termination, Employee shall receive as Severance Pay an amount equal to

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twelve (12) months of Base Salary without adjustment for the Change in Control.

If EAI or one or more of the Subsidiaries enter(s) into any Definitive Agreement for a transaction or series of transactions that would result in a Change in Control, such Definitive Agreement must provide either: (a) that Purchaser has expressly agreed to assume this Agreement, or (b) that Purchaser is exercising the Option of Termination and that Employee shall have the right to receive twelve (12) months of Base Salary, without adjustment for the Change in Control, as Severance Pay from an entity acceptable to Employee. The failure of EAI or a Subsidiary to include one of these terms in the Definitive Agreement shall be a material breach of this Agreement. The right of Employee to receive payment of Severance Pay shall not be precluded, impaired or subordinated to the rights of a lender or other Person.

# Article 3

# **Position and Responsibilities**

Section 3.1 Initial Employment. During the Term of Employment, Employee agrees to serve Employee as, and Company agrees to employ as the . Employee shall report directly to the General Counsel of Company (or Purchaser upon a Change in Control) or such other Employee of Company designated by the of Company (or Purchaser upon a Change in Control) and shall perform such duties and responsibilities as shall be necessary or appropriate for the of RASI and of the Subsidiaries and such dutics and responsibilities as may be assigned by the Chief Executive Officer or General Counsel of Company during the Term of Employment, provided such duties and responsibilities are consistent with those being performed by Employee at the time of execution of this Agreement.

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#### Article 4

# Standard of Care

During the Term of Employment, Employee agrees to devote, during regular business hours, substantially all his time, attention, and energies (vacations, periods of temporary leave and sick leave excepted) to the business of Company and shall not be engaged in any other business activity that interferes with the proper performance of Employee's responsibilities and duties under this Agreement.

This Article 4 shall not be construed as preventing Employee from investing assets in such form or manner as will not require Employee's services in the daily operations of the affairs of the entities in which such investments are made, provided such investment(s) do(es) not violate the non-compete provisions set forth in Article 12.

Employee shall not, at any time, engage in conduct that: (i) involves criminal dishonesty or any crime involving the property of Company or misappropriation of any money or other assets or properties of Company; (ii) involves willful misconduct, conflict of interest, or gross negligence in connection with the performance of Employee's duties hereunder, or (iii) is a willful violation by Employee of any material laws or regulations applicable to Company including, but not limited to, any such laws or regulations applicable to its participation in the Title IV financial aid programs administered by the United States Department of Education.

Employee agrees to report any material violation of any laws or regulations applicable to Company including, but not limited to, any such laws or regulations applicable to its participation in the Title IV financial aid programs administered by the United States Department of Education committed by another Employee of Company of which Employee has actual knowledge to the Chief Executive Officer or the General Counsel of Company (or Purchaser Employment Agreement for INSERT NAME Page 11 of 32 REMINGTON COLLEGES, INC. EIN: 27-3339369

upon a Change in Control).

## Article 5

## **Compensation and Benefits**

As remuneration for all services to be rendered by Employee during the Term of Employment, Company shall pay and provide to Employee the following:

Section 5.1 Base Salary. Company shall pay Employee a Base Salary in an amount that shall be established from time to time by Company's Board of Directors or the Board's designee; provided, however, that such Base Salary shall not be less than \_\_\_\_\_\_ (the "Base Salary") per year, except as otherwise provided in this Section 5.1. The Base Salary shall be paid to Employee in equal installments throughout the year, consistent with the normal payroll practices of Company.

In the event of a Change in Control and provided the Option of Termination is not exercised by Purchaser, the Base Salary shall not be less than the Base Salary in effect on the Consummation Date.

Section 5.2 Bonus. Employee shall only receive such bonuses as the Board of Directors of Company shall determine are warranted in its sole discretion. Company shall have no obligation to pay Employee a bonus, and any bonuses awarded to Employee shall be discretionary. If the Board of Directors of Company, in its sole discretion, has approved a written bonus compensation plan applicable to Employee, and Employee is eligible to receive and has earned a bonus under such approved plan, Employee shall be paid such amounts as Employee has earned pursuant to such plan that are payable on or before the date Employee's employment with Company terminates, unless otherwise specifically provided in this Agreement or in the bonus plan approved by the Board of Directors of Company. Employment Agreement for INSERT NAME Page 12 of 32 REMINGTON COLLEGES, INC. EIN: 27-3339369

Section 5.3 Key Person Life Insurance. Employee agrees that Company or EAI may obtain a life insurance policy on the life of Employee (the "Company Insurance Policy") if Company or EAI also provides for the issuance to Employee or a trust designated by Employee as owner a policy of insurance on the life of Employee having a death benefit in an amount equal to the death benefit payable under the life insurance policy obtained for the benefit of Company or EAI (the "Employee Insurance Policy"). If a Company Insurance Policy is issued, Company or EAI shall be the owner of the policy, pay the premiums for, and be entitled to receive the death benefit payable under the policy in the event of Employee's death. Company or EAI may, but shall have no obligation to, pay any portion of the death benefit from any Company Insurance Policy to Employee's spouse or estate. Any taxes resulting from such distribution of any life insurance proceeds from a life insurance policy on the life of Employee under a policy owned by Company or EAI shall be paid by the person, entity or estate receiving such proceeds.

The Employee Insurance Policy shall be owned by Employee or a trust designated by Employee, and the beneficiaries named by Employee or the trust or beneficiaries thereunder shall receive the death benefit payable under the policy in the event of Employee's death. Company shall pay the premiums for any Employee Insurance Policy, such premium payments shall be compensation in addition to Employee's Base Salary or other earned compensation, and Employee shall be responsible for any income taxes owed on account of such compensation. Any taxes resulting from such distribution of any life insurance proceeds from a life insurance policy on the life of Employee under a policy owned by Employee or a trust designated by Employee shall be paid by the person, entity or estate receiving such proceeds.

Section 5.4 Retirement Benefits. Employee shall be eligible to participate in Company's 401(k) plan and any other retirement plan established for all Employees of Company, subject to

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the eligibility and participation requirements of such plans. This Section 5.4 shall not be construed to prevent Company from discontinuing to offer any or all such general employee plans currently or hereinafter established to which Employee may be eligible to participate and shall not be construed in a manner that would entitle Employee to continue to participate in any such plans in the event Company exercises its discretion to discontinue any such plans or if Employee is ineligible to participate under applicable law.

Section 5.5 Employee Benefits. Except as otherwise provided in this Section 5.5, Company shall provide to Employee all benefits that Company provides to all Employees of Company, subject to Employee's satisfaction of the eligibility requirements and other requirements imposed by the contracts, plans and laws applicable to such benefits. The benefits for which Employee may be eligible include, but are not limited to, coverage by any group term life insurance, comprehensive health and major-medical insurance, dental, vision, or long-term disability plans of Company, any successor plans or programs, and any similar plans or programs of Company established hereafter for the benefit of all Employees of Company, subject to the eligibility and participation requirements of such plans. Employee shall pay for such benefits in the same manner as all other Employees of Company. This Section 5.5 shall not be construed to prevent Company from discontinuing to offer any and all such benefits currently or hereafter made available to Employee and shall not be construed in a manner to entitle Employee to continue to receive any such benefits in the event Company exercises its discretion to discontinue any such benefits.

## Article 6

#### Vacations

Employee shall be entitled to three (3) weeks of vacation each fiscal year during the

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Term of Employment without loss of compensation at such time or times as shall be selected by Employee. Employee agrees that Company shall have no liability to Employee for any vacation time that has accrued pursuant to Company policy but is unused at the time Employee's employment with Company terminates.

# Article 7

## Expenses

Section 7.1 Ordinary and Necessary Expenses. Company shall pay, or reimburse Employee, for all ordinary and necessary expenses that Employee incurs in performing his dutics under this Agreement including, but not limited to, travel, entertainment, professional dues and subscriptions, and all dues, fees, and expenses associated with membership in various professional, business, and civic associations and societies if Employee's participation is in the best interest of Company, as determined by Company in its sole discretion, to the extent such expenses are substantiated and are consistent with the general policy of Company relating to the reimbursement of expenses of executive officers.

## Article 8

# Termination

Section 8.1 Termination of Employee by Company; Notice. Employee's employment with Company may, at the election of Company, be terminated by Company at any time for a For Cause Termination Event (as such term is defined in Section 8.2.1), for Performance Cause (as such term is defined in Section 8.2.2) or without cause. Employee may also be terminated by Company if a Purchaser exercises the Option of Termination (as defined in and pursuant to Section 2.3). Any such termination shall be effected by written notice thereof delivered by Company to Employee, stating whether such termination is for a For Cause Termination Event, Employment Agreement for INSERT NAME Page 15 of 32

due to the exercise of the Option of Termination, Performance Cause or without cause, and if for a For Cause Termination Event or Performance Cause, stating in detail the reasons for Company terminating Employee's employment with Company. Such termination shall be effective as of the date specified in such notice.

Section 8.2.1 Definition of For Cause Termination Event. For purposes of this Agreement, "For Cause Termination Event" shall mean the occurrence of any of the following events:

Employee's chronic alcoholism or drug addiction;

(b) Conduct of Employee, at any time, that involves criminal dishonesty, conviction of Employee of any felony involving moral turpitude on his part, or of any lesser crime involving the property of Company or any of its Subsidiaries or affiliates, misappropriation of any money or other assets or properties of Company or any of its Subsidiaries or affiliates;

(c) Conduct of Employee, at any time, that involves willful violation of specific and lawful directions from the Board of Directors of Company or the Chief Executive Officer or General Counsel of Company (which directions must not be inconsistent with the provisions of this Agreement), failure or refusal to perform the services customarily performed by an employee having the duties of Employee (and such failure or refusal continues after a written direction from the Board of Directors, Chief Executive Officer or General Counsel of Company) or expressly required by the terms of this Agreement;

(d) Conduct of Employee, at any time, that involves willful misconduct, conflict of interest, or gross negligence in connection with the performance of Employment Agreement for INSERT NAME Page 16 of 32

Employee's duties hereunder;

(e) The willful or knowing violation by Employee of any material laws or regulations applicable to Company including, but not limited to, any such laws or regulations applicable to its participation in the Title IV financial aid programs administered by the United States Department of Education or the failure to report to the Chief Executive Officer or General Counsel of Company a violation of such laws or regulations committed by another Employee of Company of which Employee has actual knowledge;

 (f) Employee's providing false information in an employment application or resume submitted to Company;

(g) Employee's employment by Company would cause Company not to be eligible to participate in the Title IV financial aid programs administered by the United States Department of Education; or

(h) Employee breaches the terms of this Agreement for reasons other than those set forth in (a) through (g) above, and such breach is not cured pursuant to Section 8.4. It shall not be a violation of Section 8.2.1 (a) through (g) for Employee to have knowledge of a circumstance that constitutes or could be interpreted to constitute a violation of a law or regulation if Employee initiates reasonable steps intended to correct the violation and comply with any regulatory requirements pertaining to the reporting of the violation and reports the occurrence to the Chief Executive Officer or General Counsel of Company. Employee may rely upon the advice of counsel to determine if a violation has occurred, the corrective action required and the necessity of reporting the Employment Agreement for INSERT NAME Page 17 of 32

violation to a regulatory agency. Employee shall not be subject to termination under Section 8.2.1 (a) through (g) if the corrective action is approved by the Chief Executive Officer or General Counsel of Company.

Section 8.2.2 Definition of Termination for Performance Cause. For purposes of this Agreement, termination for "Performance Cause" shall mean the failure of Employee to perform duties and responsibilities identified in Section 3.1 to the satisfaction of the Chief Executive Officer or General Counsel of Company, after Employee has had consultation with the Chief Executive Officer or General Counsel of Company and a reasonable opportunity to improve performance, but without such failure constituting a basis for a termination for a For Cause Termination Event.

Section 8.3 Termination by Employee; Notice. Employee may terminate employment with Company at any time upon the occurrence of an Employee Right to Terminate Event as defined in Section 8.3.1 or without cause. If termination is for an Employee Right to Terminate Event, Employee shall deliver written notice to Company stating the reason for the termination. The termination shall be effective on the date set forth in the notice.

Section 8.3.1 Definition of Employee Right to Terminate Event. For purposes of this Agreement, an "Employee Right to Terminate Event" shall mean the occurrence of one or more of the following:

(a) The assignment of Employee to any duties or responsibilities:

(i) that are inconsistent with Employee's position, duties, or responsibilities as described in Section 3.1 or a material change in Employee's reporting responsibilities or titles from those in effect at the time such new assignment is made; or Employment Agreement for INSERT NAME Page 18 of 32

(ii) that result in a material reduction of Employee's responsibilities or position at Company including, but not limited to, any material changes in circumstances at Company that directly or indirectly materially affect Employee's position, duties, or responsibilities immediately preceding or pursuant to a Change in Control (as such term is defined in Section 8.7 hereof);

(b) The relocation of the business office of Company where Employee is to primarily perform Employee's duties more than twenty-five (25) miles from 500 International Parkway, Heathrow, Florida or the transfer of Employee to a new business location that is more than twenty-five (25) miles from 500 International Parkway, Heathrow, Florida;

(c) A breach of this Agreement by Company not cured pursuant to the terms of Section 8.4; or

(d) In the event Employee is instructed or requested to take actions that would constitute a violation of any law, if Employee objects to such instruction or request, and

 the instruction or request is not rescinded after the objection is made; or

(ii) legal counsel, not an Employee of Company, provides a legal opinion to Employee and Company that undertaking the action will not constitute a violation of any law.

Section 8.3.2 Exceptions to Employee's Right To Terminate Upon the Occurrence of An Employee Right to Terminate Event. Notwithstanding the foregoing terms of Section 8.3.1(a), Employment Agreement for INSERT NAME Page 19 of 32

#### REMINGTON COLLEGES, INC. EIN: 27-3339369

a change in the duties and responsibilities of Employee that would otherwise constitute an Employee Right to Terminate Event, enabling Employee to elect to terminate employment under Section 8.3.1(a), shall not be a basis for such a termination of employment by Employee upon the occurrence of an Employee Right to Terminate Event if no reduction in Base Salary occurs as a consequence of such changes, and the duties and responsibilities of the new position to which Employee is transferred or assigned are comparable to the current duties and responsibilities of Employee, and the position is comparable to the current position or of a higher level in the management hierarchy of Company to the position described in Article 3.

Section 8.4 Termination by Either Company or Employee For Breach. In the event of a material breach of any of the affirmative or negative covenants or other terms of this Agreement by any Party, the non-breaching Party may terminate this Agreement if such breach is not remedied (cured) within thirty (30) days following the breaching Party's receipt of written notice from the non-breaching Party, specifying the basis for the claim that a breach has occurred. A breach of the requirements of Section 2.3 shall not be subject to being cured, and the 30-day cure period shall not apply.

Section 8.5 Disability. In the event Employee shall suffer a permanent Disability, Company may elect to terminate Employee's employment with Company effective upon written notice to Employee. Compensation to Employee hereunder shall immediately cease upon delivery of said notice, except that Employee shall be entitled to all accrued and unpaid Base Salary (as such term is defined in Article 5) and all other benefits that may be due to Employee under Section 8.8.7.

Section 8.6 Death. In the event of the death of Employee, the Term of Employment shall be terminated as of the date of death, and compensation to Employee hereunder shall immediately Employment Agreement for INSERT NAME Page 20 of 32

cease, except that Employee's estate shall be entitled to all accrued and unpaid Base Salary (as such term is defined in Article 5), and to all other benefits that may be due to Employee or his heirs under Section 8.8.7.

Section 8.7 Change in Control. For purposes of this Agreement and subject to the exception set forth below, a "Change in Control" shall be deemed to have occurred if: (a) at any time Jerald M. Barnett, Jr. and/or his immediate family members cease(s) to be the "beneficial owner" (as currently defined in Rules 13(d)-3 and 13(d)-5 under the Securities Exchange Act of 1934) of the capital stock or other equity interest of EAI representing fifty and one tenth percent (50.1%) or more of the voting power of the outstanding capital stock or other equity interest of EAl or having the right under ordinary circumstances to vote at an election of the Board of Directors of EAI, or (b) by merger, exchange, reorganization or any other transaction, any corporation or other Person(s), other than Jerald M. Barnett, Jr. and/or his immediate family members or one controlled by them, obtains an interest of more than forty-nine point nine percent (49.9%) of the capital stock or other equity interest of EAI, RASI or of one or more of the Subsidiaries that own and operate the private post-secondary educational institutions that are private for-profit proprietary institutions of higher education, or (c) any other single transaction or series of transactions, which individually or collectively, constitute(s) or result(s) in a "change of ownership" or "change of control" under the Higher Education Act of 1965, as amended, the regulations of the United States Department of Education, including, but not limited to, the provisions of 34 C.F.R. § 600.31, or any other change of ownership or control law or regulation that could cause a private for-profit proprietary institution of higher education to cease to qualify as an eligible institution and no longer be eligible to participate in a loan or grant program under Title IV of the Higher Education Act of 1965, as amended, with respect to: (i) EAI, (ii) RASI or

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#### REMINGTON COLLEGES, INC. EIN: 27-3339369

one or more of the Subsidiaries, or (iii) any of the private for-profit proprietary institutions of higher education, whether a main or branch campus, owned by EAI or one of the Subsidiaries that is an "eligible institution of higher education" under the Higher Education Act of 1965, as amended, or under the applicable regulations of the United States Department of Education.

No Change in Control shall have been deemed to have occurred if a transaction or series of transactions that result in a Change in Control, as defined above, are consummated, and after the consummation of such transaction or transactions, no Change in Control has occurred with respect to EAI or RASI, and the transaction or series of transactions does not result in a Change in Control with respect to main campuses or branches of main campuses that in the aggregate produced fifty percent (50%) or more of the total "net operating income" earned by the main campuses or branches of main campuses operated by Company during the fiscal year preceding the execution of an agreement for such a transaction or series of transactions as set forth on the monthly financial statements of Company in the section titled "Campus Operating Subsidiary Statement of Operations."

A Change in Control that affects the Term of Employment, creates an Option to Terminate or otherwise triggers any rights of Employee under this Agreement that result from a Change in Control shall be deemed to have occurred only once, and any Change in Control that subsequently occurs shall not constitute a Change in Control under this Agreement.

Notwithstanding, anything to the contrary in this Section 8.7, no Change of Control shall have been deemed to have occurred if a transaction or series of transactions that result in a Change in Control, as defined above, are consummated between or among EA1 or any Subsidiaries and a nonprofit corporation determined to be a 501 (c) (3) tax exempt organization. Section 8.8 Rights and Benefits in the Event of Termination. Employment Agreement for INSERT NAME Page 22 of 32

Section 8.8.1 Termination of Employee by Company For a For Cause Termination Event.

In the event Company terminates Employee's employment pursuant to this Agreement for a For Cause Termination Event (as such term is defined in Section 8.2.1 hereof) at any time during the Term of Employment, or the Term of Employment expires, Employee shall be paid all accrued and unpaid Base Salary to the date of termination and shall be entitled to receive all vested benefits under any employee benefit plans maintained by Company, whether funded or unfunded, accrued through the date of such termination and to exercise any rights Employee has to participate in any insurance or other benefits as set forth in Section 8.8.7. Employee shall be entitled no other compensation or benefits other than those specified in this Section 8.8.1 in the event Employee is terminated for a For Cause Termination Event.

Section 8.8.2 Termination of Employment by Employee Other Than For An Employee Right to Terminate Event. If Employee terminates employment with Company other than for an Employee Right to Terminate Event, Employee shall be paid all accrued and unpaid Base Salary to the date of termination and shall be entitled to receive all vested benefits under any employee benefit plans maintained by Company, whether funded or unfunded, accrued through the date of such termination and to exercise any rights Employee has to participate in any insurance or other special benefits as set forth in Section 8.8.7. Employee shall be entitled to no other compensation or benefits other than those specified in this Section 8.8.2 in the event Employee elects to terminate employment other than for an Employee Right to Terminate Event. Section 8.8.3 Termination Without Cause By Company. In the event Company terminates Employee's employment at any time without cause and not due to the exercise of the Option of Termination, Company will provide or cause to be provided to Employee Severance Pay consisting of the amount of Base Salary Employee would have received if no termination of

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employment had occurred for the longer of the balance of the Term of Employment or six (6) months from the date the termination is effective. Employee shall also be paid all accrued and unpaid Base Salary to the date of termination and shall be entitled to receive all vested benefits under any employee benefit plans maintained by Company, whether funded or unfunded, accrued through the date of such termination and to exercise any rights Employee has to participate in any insurance or other benefits as set forth in Section 8.8.7. Employee will not be entitled to receive any bonuses that Employee would have otherwise been entitled to be paid if Employee was an Employee of Company, unless expressly provided elsewhere in this Agreement or in the applicable bonus plan.

Section 8.8.4 Termination By Company for Performance Cause. If Company terminates Employee's employment for Performance Cause, Employee shall be paid as Severance Pay an amount equal to six (6) months of Base Salary. Employee shall also shall be paid all accrued and unpaid Base Salary to the date of termination and shall be entitled to receive all vested benefits under any employee benefit plans maintained by Company, whether funded or unfunded, accrued through the date of such termination and to exercise any rights Employee has to participate in any insurance or other benefits as set forth in Section 8.8.7

Section 8.8.5 Termination by Employee for an Employee Right to Terminate Event. In the event Employee terminates employment with Company at any time for an Employee Right to Terminate Event (as such term is defined in Section 8.3.1), Company will provide or cause to be provided to Employee Severance Pay consisting of the amount of Base Salary Employee would have received if no termination had occurred for the longer of the balance of the Term of Employment or six (6) months from the date the termination is effective. Employee shall also be paid all accrued and unpaid Base Salary to the date of termination and shall be entitled to receive Employment Agreement for INSERT NAME Page 24 of 32

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all vested benefits under any employee benefit plans maintained by Company, whether funded or unfunded, accrued through the date of such termination and to exercise any rights Employee has to participate in any insurance or other benefits as set forth in Section 8.8.7. Employee will not be entitled to receive any bonuses that Employee would have otherwise been entitled to be paid if Employee was an Employee of Company, unless expressly provided otherwise elsewhere in this Agreement or in the applicable bonus plan.

Section 8.8.6 Definition of Severance Pay and Severance Period and Payment. "Severance Pay" means the amount of compensation, if any, Employee is entitled to be paid pursuant to Sections 2.3, 8.8.3, 8.8.4 or 8.8.5 upon Employee's employment being terminated by Company by exercise of the Option of Termination, or by Company without cause, for Performance Cause or by Employee for an Employee Right to Terminate Event. "Severance Period" means the period of time Company is obligated to pay Employee Severance Pay pursuant to this Section 8.8.6. Severance Pay will be paid in installments on Company's regularly scheduled pay days during such Severance Period, except for Severance Pay paid pursuant to Section 2.3. Severance Pay required to be paid pursuant to Section 2.3 shall be paid in a single payment made on the Consummation Date. The obligation of Company to pay Employee Severance Pay is subject to Employee's compliance with the terms of Articles 9, 10, 11 and 12. If Employee breaches the terms of Article 9, 10, 11 or 12, all obligations of Company to pay Severance Pay shall immediately cease, and Employee shall refund to Company on demand any Severance Pay paid by Company to Employee after the date of Employee's breach of the terms of Article 9, 10, 11 or 12.

Section 8.8.7 Insurance and Other Special Benefits. Employee's life insurance, medical insurance, dental insurance, vision and accident and disability insurance coverage in effect on the

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date Employee's termination is effective will remain in effect until the last day of the month in which Employee's employment terminated. Employee shall have the right to participate in any medical or dental insurance plans to the extent required by the Consolidated Omnibus Reconciliation Act of 1985, as amended ("COBRA"), and to the extent provided by COBRA, participate in the Flexible Spending Account (also referred to as the "Section 125 Plan"). As a COBRA participant, Employee must pay the premiums for insurance coverage at the COBRA rate to maintain insurance coverage under Company medical or dental insurance plans. If eligible to continue to participate in the Flexible Spending Account, Employee must make all contributions required by COBRA as a condition of continued participation. Nothing contained in this Section 8.8.7 shall be deemed to require Company to continue to provide medical or dental insurance plans or the Flexible Spending Account for Employees of Company. Company may terminate any such insurance plan or the Flexible Spending Account at any time to the extent allowed by applicable law.

Section 8.8.8 Duty to Mitigate During the Severance Period. Employee's entitlement to Severance Pay under Sections 2.3, 8.8.3, 8.8.4 and/or 8.8.5 shall not be governed by any duty to mitigate damages by seeking further employment nor offset by any compensation that Employee may receive from future employment, unless Employee Competes with Company, or otherwise breaches the terms of Articles 9, 10, 11 or 12. In the event Employee Competes with Company or otherwise breaches the terms of Articles 9, 10, 11 or 12, Company shall have the right to recover Severance Pay as provided in Section 8.8.6.

## Article 9

#### Non-Disclosure

Employee will not, without the prior written consent of Company, during the Term of this

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Agreement or at any time thereafter, use for himself or for others, or disclose to others any Confidential Information or Trade Secrets, except to the extent necessary for Employee to perform his duties and responsibilities as an Employee of Company during the Term of this Agreement. All documents, including all copies and extracts thereof, and all other tangible property made by, compiled by, or made available to Employee in the course of employment, whether or not they contain Confidential Information or Trade Secrets, are and will be the property of Company and will be delivered by Employee to Company immediately upon termination of employment. Nothing in this Article 9 is intended to prohibit or inhibit Employee's right to seek or obtain alternative employment after termination of employment.

## Article 10

# Intellectual Property

All ideas, whether or not copyrightable or patentable, and all reports and other creative works, made or conceived in whole or in part by Employee while employed by Company that relate in any manner whatsoever to the business, existing or proposed, of Company or any other business or research or development effort in which Company or any of its subsidiaries and/or affiliates engages during Employee's employment with Company will promptly be disclosed to Company and will be the sole and exclusive property of Company, and Employee covenants and agrees to make and execute, whenever required by Company, any and all further instruments and writing(s) necessary or convenient to carry out the purposes of this Article 10. Further, Employee will make and execute any and all assignment(s) in writing, which may be deemed by Company necessary or proper to transfer and invest in Company the entire right, title and interest in any and all ideas, reports and creative works made by Employee that are covered by this Article 10. Employment Agreement for INSERT NAME Page 27 of 32 REMINGTON COLLEGES, INC. EIN: 27-3339369

# Article 11

# No Solicitation Of Employees

Employee will not during the Term of Employment and for a period of one (1) year after Employee's last date of employment with Company as to solicitations subject to subparagraphs (i) and (ii) below, and for a period of two (2) years after Employee's last date of employment with Company as to solicitations subject to subparagraph (iii) below, directly or indirectly, on Employee's behalf or as a partner, shareholder, officer, employee or consultant or director of any Person, partnership, firm, trust, corporation or other entity, solicit or induce, or in any manner attempt to solicit or induce, any Employee of Company: (i) to terminate employment with Company; (ii) to become employed by Employee or by any business employing Employee not covered by sub-paragraph (iii); or (iii) to become employed by a business that Competes with Company, whether or not such Employee of Company is employed pursuant to a written contract. Notwithstanding the foregoing, Employee may solicit any Employee of Company whose employment with Company has terminated at any time. Article 11 shall not apply and Employee will not be precluded from solicitation of any Employee of Company if the Option of Termination is exercised.

# Article 12

## Covenant Not To Compete

Employee will not directly or indirectly, as a proprietor, shareholder, officer, employee, or in any other capacity, for Employee's own benefit, or for or with any other Person during the Term of Employment or during the Severance Period: (a) engage in the solicitation of Clients or Prospects to attend a post-secondary educational institution located in the Prohibited Territory; or (b) own, manage, operate, control, be employed by, consult with or participate in or be connected Employment Agreement for INSERT NAME Page 28 of 32

#### REMINGTON COLLEGES, INC. EIN: 27-3339369

with the ownership, management, operation, or control of any business that engages in the business of operating a post-secondary educational institution within the Prohibited Territory, other than a public institution (collectively "Compete(s) with Company"). The provisions of this Article 12 shall not preclude Employee from owning not more than 5% of the issued and outstanding shares of a public company. The provisions of this Article 12 shall not be applicable if Employee is terminated for a Performance Cause or the Option of Termination is exercised. Employee shall give written notice to Company in the event Employee Competes with Company, and such written notice shall be given within two (2) business days of the first date Employee Competes with Company. Employee accepting or commencing employment with a new employer ninety (90) days prior to the expiration of Severance Period shall not constitute a breach of this Article 12, notwithstanding such employment would be to Compete with Company.

## Article 13

## **Enforcement by Injunction**

Employee agrees that the violation of any covenant contained in this Agreement will cause immediate and irreparable harm to Company, the amount of which will be impossible to estimate or determine. If Employee violates any covenants contained in this Agreement, Company shall have the right to equitable relief by injunction or otherwise, in addition to all other rights and remedies afforded by law, subject to the limitations contained in Section 15.8.

# Article 14

#### **Costs and Attorneys' Fees**

If any legal actions and/or proceedings arise out of this Agreement or are necessary to enforce or interpret this Agreement, Employee, if the prevailing Party, shall be entitled to Employment Agreement for INSERT NAME Page 29 of 32

#### REMINGTON COLLEGES, INC. EIN: 27-3339369

recover all cost and necessary expenses, including reasonable attorneys' fees and court costs from Company, not to exceed forty percent (40%) of the annual base salary of Employee at the time of termination of employment, but Company, if the prevailing Party, shall not be entitled to recovery of costs or necessary expenses, including attorney's fees or court costs from Employee.

### Article 15

## Miscellaneous

Section 15.1 Amendment. This Agreement may not be amended, modified or canceled, except by written agreement of the Parties.

Section 15.2 Waiver. No provision of this Agreement may be waived, except by a writing signed by the Party to be bound thereby.

Section 15.3 Severability. In the event that any provision or portion of this Agreement shall be determined to be invalid or unenforceable for any reason, the remaining provisions of this Agreement shall remain in full force and effect to the fullest extent permitted by law.

Section 15.4 Successors. This Agreement shall be binding upon and inure to the benefit of Employee and his personal representative and heirs, and Company and any successor organization or organizations that shall succeed to substantially all of the business and property of Company, whether by means of merger, consolidation, acquisition of substantially all of the assets of Company or otherwise, including by operation of law.

Section 15.5 Taxes. Any payment or delivery required under this Agreement shall be subject to all requirements of the law with regard to withholding of taxes, filing, making of reports and the like, and Company shall use its best efforts to satisfy promptly all such requirements.

Section 15.6 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties hereto with respect to the matters covered hereby and supersedes Employment Agreement for INSERT NAME Page 30 of 32 REMINGTON COLLEGES, INC. EIN: 27-3339369

any previous oral or written agreements or understandings among the Parties with respect to the employment of Employee with Company other than those in the Employee Handbook as revised and distributed to all Employees of Company from time to time. In the event of a conflict between the specific terms of this Agreement and those in the Employee Handbook, the terms of this Agreement shall control.

Section 15.7 Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in accordance with the rules promulgated by the American Arbitration Association, and a judgment upon such settlement or award may be entered in any court having jurisdiction thereof; provided, however, this Section 15.7 shall not restrict or prohibit Company from seeking injunctive relief from any court of competent jurisdiction in the event Employee violates any covenants contained in this Agreement.

Section 15.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the \_\_\_\_ day of \_\_\_\_\_, 2010.

Employee:

Company:

Remington Administrative Services, Inc.

Employment Agreement for INSERT NAME Page 31 of 32 REMINGTON COLLEGES, INC. EIN: 27-3339369

By:

Jack W. Forrest, President

EAl Realty Inc.

By:

Jack W. Forrest, President

Remington College - BCL, Inc.

By:

Jack W. Forrest, President

Remington College - Denver Campus, Inc.

By:

D

Jack W. Forrest, President

Remington College - Houston Campus, Inc.

By:

Jack W. Forrest, President

Remington College - Little Rock Campus, Inc.

By: Jack W. Forrest, President

Remington College - Memphis Campus, Inc.

By: Jack W. Forrest, President

Employment Agreement for INSERT NAME Page 32 of 32 REMINGTON COLLEGES, INC. EIN: 27-3339369

Remington College - Mobile Campus, Inc.

By: Jack W. Forrest, President

Remington College - Tampa Campus, Inc.

By:

Jack W. Forrest, President

Remington College of Nursing, LLC

By: Jack W. Forrest, President

and a start of a second start

Remington College of Nursing Orlando, LLC

By:

Jack W. Forrest, President

# Remington Administrative Services, Inc.

# Education America, Inc. Balance Sheet For the Twelve Months Ending June 30, 2010 Unaudited (Internal Distribution Only)

	2010
	June
ASSETS	
Cash	15,000,000
Active Accounts Receivable	
A/R Students Active	43,280,799
Less: Allowance for Bad Debt - Active	-233,517
Net Active Receivable	43,047,282
Less: Deferred Revenue	-37,442,488
Active Receivable (net of allowance and deferred revenue)	5,604,794
Inactive Accounts Receivable	10 000 00
A/R Inactive	5,629,794
Less: Allowance for Bad Debt-Inactive	-5,629,79
Total Net A/R Students	5,604,794
Other A/R	123,82
Prepaid Expense	2,529,56
Inventory	55,680
Other Current Assets	32,000
Restricted Cash	13,97
Total Current Assets	23,359,849
Property and Equipment	26,333,57
Less Accumulated Depreciation	(
Less Reserve for Impairment	
Total Property and Equipment	26,333,570
Other Assets	
Goodwill	162,503,821
Identifiable Intangibles	36,000,000
Deposits and Other Assets	793,655
Total Other Assets	199,297,476
TOTAL ASSETS	248,990,894

TOTAL ASSETS

248,990,895

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# OFFICE BUILDING LEASE

By and between

# [EAI REALTY, INC./EAI REALTY OF TEXAS, LP/EAI REALTY, LLC] as Landlord

and

REMINGTON COLLEGE – \_\_\_\_\_, INC. d/b/a REMINGTON COLLEGE – \_\_\_\_\_CAMPUS as Tenant

Dated: \_\_\_\_\_, 20\_\_



.

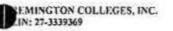
# OFFICE BUILDING LEASE

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## LEASE

THIS LEASE is made and entered into as of \_\_\_\_\_\_, 20\_\_, by and between [EAI REALTY, INC./EAI REALTY OF TEXAS, LP/EAI REALTY, LLC] ("Landlord"), a \_\_\_\_\_\_, and REMINGTON COLLEGE - \_\_\_\_\_\_, INC. d/b/a REMINGTON COLLEGE - \_\_\_\_\_\_, CAMPUS ("Tenant").

# WITNESSETH:

Subject to the terms and conditions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises. In addition to all other rights which it has under this Lease, Landlord expressly reserves all rights relative to the Premises which are not expressly and specifically granted to Tenant under this Lease.

Landlord and Tenant covenant and agree:

 DEFINED TERMS. The following terms, as used in this Lease, shall have the following meanings in this Lease and all exhibits and riders to this Lease:

1.1 "ADA" shall mean the Americans with Disabilities Act of 1990 and all similar present or future laws, together with all regulations promulgated under any of the laws.

1.2 "Alterations" shall mean any alteration, addition, or improvement in or on or to the Premises of any kind or nature, including the Tenant Improvements.

1.3 Intentionally left blank

1.4 "Bankruptcy Code" shall mean the Bankruptcy Code of 1978, 11 U.S.C.
 Section 101 et seq., as amended from time to time, or any successor statute.

 "Building" shall mean the office building located within the Premises, at 10551 Coursey Blvd., Baton Rouge, Louisiana 70816-4040.

1.6 "Building Standard" shall mean the type, brand, grade, or quality of materials Landlord designates to be the minimum quality to be used in the Premises or, as the case may be, the exclusive type, brand, grade, or quality of material to be used in the Premises.

1.7 "Commencement Date" shall be , 20 .

1.8 "Emergency" shall mean the threat of imminent injury or damage to persons or property or the imminent imposition of a civil or criminal fine or penalty.

1.9 "Initial Lease Term" shall be for sixty (60) months beginning on the Commencement Date and ending on the last day of the sixtieth (60<sup>th</sup>) full month unless extended pursuant to Section 2.3.

1.10 "Landlord's Notice Address" shall mean 500 President Clinton Avenue, Suite 315, Little Rock, Arkansas 72201.

1.11 "Landlord's Payment Address" shall mean 500 President Clinton Avenue, Suite 315, Little Rock, Arkansas 722011.

1.12 "Renewal Lease Term" If Tenant exercises the first extension option pursuant to Section 2.3, the Renewal Lease Term shall be for the next consecutive sixty (60) months following the end of the Initial Lease Term and ending on the last day of the sixtieth (60th) full month thereafter unless extended pursuant to Section 2.3. If Tenant exercises the second extension option pursuant to Section 2.3, the Renewal Lease Term shall be for the next consecutive sixty (60) months following the end of the first Renewal Lease Term and ending on the last day of the sixtieth (60<sup>th</sup>) full month thereafter unless extended pursuant to Section 2.3. If Tenant exercises the third and final extension option pursuant to Section 2.3, the Renewal Lease Term shall be for the next consecutive sixty (60) months following the end of the second Renewal Lease Term and ending on the last day of the sixtieth (60<sup>th</sup>) full month thereafter.

1.13 Intentionally left blank

1.14 "Monthly Rental Amount" shall mean the rental amounts set forth in the schedule attached as EXHIBIT "B" as the monthly rental amount.

1.15 "Parking Areas" shall mean the areas available for automobile parking adjacent with the Building.

1.16 "Premises" shall mean all real property and improvements located on that certain lot or parcel of ground together with all easements, rights, appurtenances, buildings and improvements thereon or thereunto belonging being known and designated as \_\_\_\_\_\_\_ of the City of \_\_\_\_\_\_, \_\_\_\_, said lot having such measurements, dimensions and boundaries as shown on the official plat of survey of said subdivision of record in the \_\_\_\_\_\_\_ Office for \_\_\_\_\_\_\_\_.

1.17 "Renewal Option" shall have the definition set forth in Section 2.3.

1.18 "Rent" shall mean the monthly rental amounts set forth in the schedule attached as EXHIBIT "B."

1.19 "Rentable Square Footage" shall mean approximately (\_\_\_\_\_\_) square feet. This square footage figure is a stipulated amount, agreed upon by the parties, and constitutes a material part of the economic basis of this Lease and the consideration to Landlord in entering into this Lease. It shall not be adjusted without the written consent of both Parties.

1.20 "Site Plan" shall mean N/A.

"C".

I.21 "Tenant Improvements" shall have the definition set forth in EXHIBIT

I.22 "Tenant's Notice Address" shall mean

I.23 "Tenant's Parking Spaces" shall mean all of the spaces adjacent to the
Premises

1.24 "Tenant's Property" shall have the definition set forth in Article 21.

1.25 "Unavoidable Delay" shall have the definition set forth in Article 28.

# 2. TERM.

2.1 General. Tenant shall have and hold the Premises for the Initial Lease Term and, if applicable, any subsequent Renewal Lease Terms. The Initial Lease Term shall commence on the Commencement Date.

2.2 Delay in Delivery. If the Commencement Date is delayed or Landlord is unable to deliver possession of the Premises on the Commencement Date for any reason not attributable to fault on the part of Tenant, Tenant shall not be required to commence payment of any form of Rent due under this Lease until the Commencement Date has occurred and Landlord has delivered possession of the Premises to Tenant.

2.3 Renewal Option. Provided that Tenant is not in default under this Lease beyond any applicable cure period, Tenant shall have three (3) separate sixty (60) month options to renew this Lease for a total of up to one hundred twenty (120) months of occupancy (including the Initial Lease Term). In the event Tenant exercises its option to renew the Lease and extend the Lease Term beyond the Initial Lease Term, such renewal shall be based upon the same provisions as for the Initial Lease Term of this Lease and the Rent for the months covered by the Renewal Lease Term shall be the Rent as set forth in EXHIBIT "B."

Should Tenant desire to utilize any of the Renewal Options, Tenant must provide no less than six (6) months written notice to Landlord prior to the end of the Initial Lease Term or any of the Renewal Lease Terms. In the event Landlord has not received written notice of Tenant's intention and desire to exercise any of the Renewal Options six (6) months prior to the completion of the Initial Lease Term or any of the Renewal Lease Terms, such Renewal Option shall automatically expire without further notice and the Lease shall terminate at the end of the Initial Lease Term or Renewal Lease Term then in effect.

3. USE. Tenant shall continuously use and occupy the Premises only for general office use or the operation of a post-secondary educational institution and associated office purposes directly related to the business conducted by Tenant as of the Date of this Lease. Tenant shall not use or permit or suffer the use of the Premises for any other business or purpose.

## 4. RENT.

4.1 Rent. Tenant shall pay to Landlord without setoff or deduction at Landlord's Payment Address, in lawful United States currency, the Rent pursuant to the Rent Schedule, attached as EXHIBIT "B" to this Lease. All Rent shall be payable in equal monthly installments on the first day of each and every calendar month, in advance, beginning on the Commencement Date, and continuing every month thereafter during the Initial Lease Term.

4.2 Renewal Option. Should Tenant elect to extend the term of this Lease pursuant to the Renewal Option as defined above in Section 2.3, Tenant shall pay to Landlord in lawful United States currency the Rent pursuant to Section 4.1 in the amounts set forth on the Rent Schedule, attached as EXHIBIT "B" to this Lease.

## 5. WARRANTIES AND REPRESENTATIONS.

A. TENANT'S REPRESENTATIONS. Tenant represents and warrants to Landlord as follows:

5.1 Tenant is duly organized, validly existing, and in good standing under the laws of the State in which it was formed and is duly qualified to transact business in the State in which the Premises are located.

5.2 Tenant has full power to execute, deliver, and perform its obligations under this Lease.

5.3 The execution and delivery of this Lease, and the performance by Tenant of its obligations under this Lease, have been duly authorized by all necessary action of Tenant, and do not contravene or conflict with any provisions of Tenant's Articles of Incorporation or Bylaws.

5.4 The individual executing this Lease on behalf of Tenant has full authority to do so.

# 5.5 Intentionally left blank

5.6 Tenant's financial statements and the information describing Tenants' business and background previously furnished to Landlord were at the time given true and correct in all material respects and there have been no adverse material changes to the information subsequent to the date given.

B. LANDLORD'S REPRESENTATIONS. Landlord warrants and represents to Tenant as follows:

5.7 Landlord is duly organized, validly existing, and in good standing under the laws of the State in which it was formed and is duly qualified to transact business in the State in which the Premises are located.

5.8 Landlord has full power to execute, deliver, and perform its obligations under this Lease.

5.9 The execution and delivery of this Lease, and the performance by Landlord of its obligations under this Lease, have been duly authorized by all necessary action of Landlord, and do not contravene or conflict with any provisions of Landlord's Articles of Incorporation or Bylaws, if Landlord is a corporation, or Landlord's Operating Agreement, if Landlord is a limited liability company, or any other agreement binding on Landlord.

5.10 The individual executing this Lease on behalf of Landlord has full authority to do so.

6. SERVICES AND UTILITIES. Tenant shall obtain and pay for all gas, electricity, heat, telephone, sprinkler charges, and other utilities and services used at the Premises, together with all taxes, penalties, surcharges and maintenance charges pertaining thereto. Tenant shall be responsible, at Tenant's sole expense, for obtaining janitorial services, trash removal services, light bulb replacement services and all non-structural, interior maintenance and repair services (including HVAC and all Building Systems). All services will be obtained by Tenant in types and amounts adequate to keep the Premises in good, clean, operating condition equal to or better than the conditioning existing as of the Commencement Date, ordinary wear and tear excepted.

# 7. IMPROVEMENTS; ALTERATIONS: REPAIRS: MAINTENANCE.

7.1 Improvements: Alterations. No alterations or physical additions in or to the Premises may be made without Landlord's prior written consent; provided that no prior approval by Landlord shall be required for any alteration or addition which (i) does not result in any penetration of the roof or exterior walls, (ii) is not visible from the exterior of the Premises, (iii) does not adversely affect the structure of the Building, and (iv) does not adversely affect the electrical service, heating, ventilating and/or air conditioning system in the Building or the mechanical systems in the Building. Notwithstanding anything in this Lease to the contrary, Tenant shall be responsible for undertaking all work required to comply with the requirements of the Americans with Disabilities Act of 1990, and all rules, regulations, and guidelines promulgated thereunder, as the same may be amended from time to time, necessitated by any installations, additions, or alterations made in or to the Premises at the request of or by Tenant or by Tenant's use of the Premises.



7.2 Landlord Repairs; Replacement Cost. Landlord shall keep in good order and repair the foundation, the structural elements, the exterior walls and roof serving the Premises, and replacement cost for heating, air conditioning, electrical and mechanical equipment. Notwithstanding the foregoing, Landlord shall not be responsible for: plate glass; windows; doors and other exterior openings; Building standard window and door frames; molding; closure devices; locks and hardware; landscaping; or parking areas.

Tenant Repairs: Maintenance. Except for Landlord's Repairs under 7.3 Section 7.2 above, Tenant shall keep in good order and repair all of the Premises, including without limitation, the Premises and all equipment and fixtures related thereto, janitorial and security services and the landscaping and parking areas. Tenant shall maintain the Premises in a clean, safe, operable, attractive condition consistent with the reasonable operating standard for a commercial building, and shall not permit or allow to remain any waste or damage to any portion Upon termination hereof, Tenant shall make available to Landlord all of the Premises. warranties Tenant received for the Premises. Tenant shall repair or replace, subject to Landlord's direction and supervision, any damage to the Premises. If Tenant fails to undertake such repairs or replacements within fifteen days after the occurrence of such damage, the Landlord may make the same at Tenant's cost. Tenant shall pay the cost of any repair or replacement work performed by Landlord to Landlord within ten days after Landlord has delivered to Tenant an invoice therefore. Tenant shall use reasonable efforts to maintain and timely perform all preventive and/or routine maintenance of the Premises in a good and workmanlike manner, including entering into customary and usual maintenance contracts for this type of building. Tenant shall be responsible for engaging a HVAC company reasonably acceptable to the Landlord to provide standard maintenance services acceptable to Landlord.

7.4 Performance of Work. All work described herein shall be performed only by reputable contractors and subcontractors approved in writing by Landlord. Tenant shall cause all contractors and subcontractors to procure and maintain insurance coverage against such risks, in such amounts, and with such companies as Landlord may reasonably require. All such work shall be performed in accordance with all requirements and in a good and workmanlike manner so as not to damage the Premises, the primary structure or structural qualities of the Building, or plumbing, electrical lines, or other utility transmission facility. All such work which may affect the HVAC, electrical system, or plumbing must be approved by, and shall be subject to inspection by, the Landlord.

7.5 Mechanic's Liens. Tenant shall not permit any mechanic's liens to be filed against the Premises or the Building for any work performed, materials furnished or obligation incurred by or at the request of Tenant. If such a lien is filed, then Tenant shall within ten (10) days after Landlord has delivered notice of the filing to Tenant, either pay the amount of the lien or diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after

Landlord has delivered to Tenant an invoice therefore.

## 8. ASSIGNMENT OR SUBLETTING.

Tenant shall not have the right to assign, sublet, transfer or encumber this 8.1 Lease, or any interest therein, directly or indirectly, by any manner, including without limitation, by merger, reorganization or other transfer of the ownership interests in Tenant, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned pursuant to the terms of Paragraph 8(d) below. Upon Landlord's receipt of Tenant's written request for Landlord's approval of any such proposed assignment, subletting, assignment or encumbrance by Tenant, Landlord shall have thirty (30) days to notify Tenant in writing of Landlord's approval or disapproval thereof or of Landlord's specific requirements for Landlord's approval thereof. Landlord's failure to so notify Tenant within such thirty (30) day period shall be deemed approval by Landlord of such proposed assignment, subletting, assignment or encumbrance by Tenant. Provided, however, notwithstanding the foregoing, but subject to the remaining provisions of this Section 8 below, Tenant may assign this Lease or sublet the Premises without Landlord's consent (i) to any corporation or other entity resulting from a merger, acquisition, consolidation or reorganization of or with Tenant; (ii) in connection with the sale of all or substantially all of the assets of Tenant, so long as Tenant provides evidence to Landlord in writing that such assignment or sublease complies with the criteria set forth in (i) or (ii) above and provided the following conditions are met: (1) the Gross Cash Flows of the transferee is equal to or greater than the greater of Tenant's Gross Cash Flows on the date of this Lease and Tenant's Gross Cash Flows immediately prior to the effective date of the transfer (as evidenced by delivery to Landlord of current financial statements for such transferee certified as true and correct by an officer thereof); (2) the transferee shall assume in a writing delivered to Landlord all Tenant's obligations under the Lease effective upon the consummation of the transfer; and (3) Tenant shall give written notice to Landlord of the proposed transfer at least fifteen (15) days in advance of the consummation thereof. Any attempted assignment, subletting, transfer or encumbrance by Tenant in violation of the terms and covenants of this Paragraph shall be void. No assignment, subletting, or other transfer, whether consented to by Landlord or not, or permitted hereunder, shall relieve Tenant or any guarantor of Tenant's obligations hereunder or its liability hereunder. If an event of default occurs while the Premises or any part thereof are assigned or sublet, then Landlord, in addition to any other remedies herein provided, or provided by law, may collect directly from such transferee all rents payable to the Tenant and apply such rent against any sums due Landlord hereunder. No such collection shall be construed to constitute a novation or release of Tenant from the further performance of Tenant's obligations hereunder. "Gross Cash Flows" means change in net assets plus: interest, depreciation and amortization, all calculated in accordance with General accepted Accounting Principles.

8.2 If this Lease is assigned to any person or entity pursuant to the provision of the Bankruptcy Code any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment shall be paid or delivered to Landlord, shall be and

remain the exclusive property of Landlord and shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord.

8.3 Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code shall be deemed, without further act or deed, to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Landlord an instrument confirming such assumption.

8.4 Notwithstanding the foregoing provisions of this Section 8, Landlord shall not unreasonably withhold, delay or condition Landlord's consent and approval to Tenant's assignment of this Lease provided that (i) the proposed assignee is a creditworthy, reputable party, (ii) such party's operations within and use of the Premises conforms to the permitted uses for the Premises as described in Paragraph hereof, (iii) the proposed assignee's use of the Premises does not have a density in excess of controlling zoning laws (such assignee being hereinafter referred to as a "Permitted Assignee"), (iv) such Permitted Assignee shall assume all of the obligations of Tenant under this Lease, and (v) at the time of such assignment, this Lease is in full force and effect and there is no default, beyond reasonable notice and cure periods, in existence under this Lease on the part of the Tenant. At least thirty (30) days prior to the proposed effective date of any such assignment to a Permitted Assignee, Tenant agrees to furnish Landlord with notice of such proposed assignment, copies of the instruments proposed to effect such assignment and documentation establishing Tenant's and such Permitted Assignee's satisfaction of the requirements set forth above applicable to such proposed assignment. Additionally, on or before the effective date of such proposed assignment to a Permitted Assignee, Tenant furnishes to Landlord fully executed instruments effecting such assignment and such Permitted Assignce's assumption and agreements in writing to fully perform and observe all of the obligations and agreements of Tenant under this Lease accruing after the effective date of the assignment and that such Permitted Assignee's use and occupancy of the Premises shall be subject to all terms, conditions and provisions of this Lease. No such assignment to a Permitted Assignce shall relieve Tenant of any liability hereunder.

# 9. INSURANCE.

9.1 Tenant, at its own expense, shall maintain, during the term of the Lease, a policy or policies of "Special Causes of Loss" or similar "All Risk" form insurance, including flood and earthquake coverage, covering the Building and other improvements situated or constituting a part of the Premises, in an amount not less than one hundred percent (100%) of the "replacement cost" thereof including improvements and betterments, alterations and additions, insuring against the perils of Fire, Lightening, Extended Coverage, Vandalism, and Malicious Mischief. The cost of such insurance shall be borne by Tenant. Landlord (and any mortgagee designated by Landlord) shall be named loss payee.

9.2 Tenant, at its own expense, shall maintain, during the term of this Lease, a policy or policies of commercial general liability insurance with a combined single limit for bodily injury and property damage, with contractual liability endorsement, in the amount of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate specific to the Premises. Tenant, at its own expense, also shall maintain during the term of this Lease, fire and extended coverage insurance covering the replacement costs of all alterations, additions, partitions and improvements installed or placed on the Premises by Tenant, including the Tenant Finish Work, or by Landlord on behalf of Tenant.

9.3 All policies of insurance to be maintained by Tenant pursuant to this Lease, whether pursuant to this Paragraph 9 or otherwise, shall (i) name Landlord and any lender(s) of Landlord holding mortgage(s) covering the Premises, as additional insureds and insure Landlord's contingent liability under this Lease (except for the workers' compensation policy, which instead shall include a waiver of subrogation endorsement in favor of Landlord, and, further, except for Tenant's insurance of its personal property), (ii) be issued by an with a Best's rating of insurance company licensed to do business in the state of A:VII or better, (iii) provide that said insurance shall not be canceled unless thirty (30) days prior written notice shall have been given to Landlord and all other parties named as an additional insured thereunder, (iv) provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's coverage under Landlord's policy shall be deemed excess over and above the coverage provided by Tenant's policy, and (v) with respect to the policies required in Paragraph 9.1 above, shall be payable solely to Landlord and/or Landlord's lender(s) holding mortgage(s) covering the Premises. Said policy or policies or certificates thereof shall be delivered to Landlord by Tenant upon commencement of the Initial Lease Term and upon each renewal of said insurance.

9.4 Tenant will not permit the Premises to be used for any purpose or in any manner that would (i) void the insurance thereon, (ii) increase the insurance risk, or (iii) result in use of the Premises for the receipt, storage or handling of any product, material or mcrchandise that is explosive or highly flammable.

9.5 Anything in this Lease to the contrary notwithstanding, Landlord and Tenant hereby waive and release each other of and from any and all rights of recovery, claim, action or cause of action, against each other, their agents, officers and employees, for any loss or damage that may occur to the Premises, improvements to the Building of which the Premises are a part, or personal property (building contents) within the Building and/or Premises covered, or required to be covered by the released party, by insurance to be provided under this Lease, for any reason regardless of cause or origin. Said mutual waivers shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss or damage to property of the parties hereto. Each party to this Lease agrees immediately after execution of this Lease to give each insurance company, which has issued to it polices of fire and extended coverage insurance, written notice of the terms of the mutual waivers contained in this Section 9.4, and if necessary, to have the insurance policies properly endorsed.

#### 10. DEFAULT.

10.1 Events of Default. The occurrence of any of the following shall constitute a "Default" by Tenant:

(a) Failure to pay rent by the first day of any month as set forth in Section 4.1 above; provided, however, that Landlord may not exercise any of its remedies on account of such Default without first affording Tenant notice thereof and a period of five (5) days after such notice within which to cure such Default.

consecutive days:

(b) Abandonment or vacating of the Premises for more than ten (10)

(c) Failure to pay any other sum of money timely as required under this Lease other than payment of rent, taxes, etc. provided, however, that Landlord may not exercise any of its remedies on account of such Default without first affording Tenant notice thereof and a period of five (5) days after such notice within which to cure such Default;

(d) Violation of or failure to perform any obligation, covenant, duty, etc. imposed on Tenant under this Lease; provided, however, that Landlord may not exercise any of its remedies on account of such Default without first affording Tenant notice thereof and a period of thirty (30) days after such notice within which to cure such Default. If the Default cannot be reasonably cured within thirty (30) days, Landlord shall not exercise any of its remedies on account thereof if Tenant commences to cure the Default within the first ten (10) days of such thirty (30) day period and diligently and in good faith continues to cure the Default thereafter.

(e) If Tenant is voluntarily adjudicated a bankrupt or applies for or takes the benefit of any bankruptcy or insolvency act or any statutory provisions now or hereafter enacted for the relief of debtors, or makes a general assignment for the benefit of creditors, or files a petition for reorganization, or applies for the appointment of a Receiver or Trustee of its property, or dissolves or liquidates or commences an action or proceeding for dissolution or liquidation;

(f) If any action or proceeding shall be instituted against Tenant seeking its adjudication as a bankrupt or seeking its reorganization or seeking the appointment of a Receiver or Trustee of its property or otherwise seeking respite or other creditors' relief or the issuance of an attachment against the property of Tenant or any part thereof or the taking of any property of Tenant in connection with the dissolution or liquidation of Tenant, if such action or proceedings shall not be vacated or set aside or dismissed within sixty (60) days. Provided, however, that the restriction that Landlord not exercise any of its remedies without first affording Tenant notice and an opportunity to cure in accordance with Subsections (a), (c) and (d) above shall cease to apply if within any period of twelve (12) consecutive months Landlord has given two (2) prior notices to Tenant under Subsections (a), (c) or (d) above. That is, with respect to

the third time during any period of twelve (12) consecutive months that a violation or failure to perform occurs within the meaning of Subsections (a), (c) or (d) above, then Landlord may exercise any of its remedies on account of such Default and shall not be required first to afford Tenant notice and an opportunity to cure same.

# 10.2 Remedies.

(a) Landlord shall have the following remedies if Tenant commits a Default; these remedies are not exclusive; they are cumulative in addition to any right or remedies now or later allowed by law;

(1) Landlord may terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord, and if Tenant fails to do so, Landlord may, without prejudice to any other remedy that it may have for possession arrearages in rent or any other sum due hereunder, enter upon and take possession and expel or remove Tenant and any other person who might be occupying the Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages for such entrance and expulsion or removal. Tenant agrees to pay Landlord on demand the amount of all loss and damage which Landlord might suffer by reason of such termination, whether through inability to relet the Premises on such terms as Landlord deems advisable, and receive the rent for reletting. If Landlord is unable to relet the Premises, then Tenant shall pay to Landlord as damages a sum equal to all deficiencies under this Lease.

(2) Landlord may declare the rent for the whole unexpired Term of this Lease to at once become due and eligible, and may accordingly demand and sue for and receive the entire rent for the whole Term.

(3) Landlord may proceed one or more times for and may thereby receive past due payments of rent, without prejudicing Landlord's right to proceed later for and to thereby receive remaining payments or to exercise any other remedy.

(b) Landlord may do whatever Tenant is obligated to do under the terms of this Lease to correct the Default. Tenant agrees to reimburse Landlord on demand for any expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease in any manner, and Tenant further agrees that Landlord shall not be liable for any damages resulting to Tenant from such action.

(c) No reentry or taking possession of the Premises by Landlord shall be construed as an election on its part to terminate this Lease, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting or reentry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous Default. The loss or damage that Landlord may suffer by reason of termination of this Lease, or the deficiency from any reletting as provided for hereinabove, shall include Landlord's expenses of repossession.

(d) At any time after a Default has occurred, Landlord shall have the right to change or modify door locks on entry doors into the Premises, and/or terminate all utility services to the Premises, and such right to modify or change locks and/or terminate utility service shall continue so long as Tenant is in Default hereunder. Landlord shall not be obligated to furnish Tenant with a new key or to allow Tenant to enter the Premises, or to reinstate any terminated utility services until and unless Tenant has cured such Default.

(e) The statutory lien in favor of Landlord is hereby confirmed.

(f) In addition to the other remedies provided in this Lease, Landlord shall be entitled, to the extent permitted by law, to injunctive relief in case of violation or attempted or threatened violation, of any of the provisions of this Lease, or to a decree compelling performance of any other provisions of this Lease, or to any other remedy allowed at law or equity.

10.3 Waier of Notice. With respect to all right and remedies that may be exercised by Landlord on account of Default of Tenant, Tenant hereby waives and relinquishes, to the fullest extent permitted by law, any and all notices or rights to notices to which Tenant might otherwise be entitled, including but not limited to any notice to vacate the Premises.

10.4 Landlord Expeditures. In addition to and not in derogation or limitation of any other rights or remedies available to Landlord, if Tenant should fail to perform any obligation under this Lease fully and punctually on the due date, then Landlord, upon prior notice to Tenant in accordance with this Lease, may perform such obligation, and the cost to Landlord thereof (for example, without limitation, the cost of procuring insurance that Tenant has failed to procure) shall be owed by Tenant to Landlord as additional rent, and subject to all other provisions hereof with respect to the payment of rent, provided that only such additional rent shall not be due until five (5) days after Landlord has provided Tenant with written notice of the amount so due and the reason that Landlord incurred such expense.

10.5 Payments. No payment by Tenant, or acceptance by Landlord, of an amount which is less than the amount due from Tenant to Landlord, shall be treated otherwise than as a payment on account. The acceptance by Landlord of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check that such lesser amount is payment in full shall be given no effect. Landlord may accept such check without prejudice to any of its other rights or remedies against Tenant whether those remedies are at law or in equity.

11. SUBORDINATION TO MORTGAGE. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, ground lease, or other lien hereafter arising upon the Premises, or upon the Building and to any renewals, refinancing and extensions, thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust, or other lien to this Lease on such terms and subject to such conditions

as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust, or other lien now existing or hereafter placed on the Premises, or the Building or attorning to the holder of any such liens as Landlord may request so long as the same do not otherwise materially increase the obligations or decrease the other rights of Tenant hereunder. In the event that Tenant should fail to execute any subordination or other agreement required by this Paragraph, promptly as requested, such failure shall constitute a default by Tenant. Upon written request of Tenant, Landlord shall obtain from the mortgagee or trustee (or its servicer) of any mortgage or deed of trust which encumbers the Building a subordination, non-disturbance and attornment agreement ("SNDA"), pursuant to which such mortgagee or trustee agrees to recognize this Lease in the event of default under such mortgage or deed of trust or sale under such mortgage or deed of trust, so long as Tenant is not in default hereunder beyond the expiration of any applicable cure or grace period. Landlord represents to Tenant that the Building is not presently encumbered by a mortgage or ground lease.

12. ESTOPPEL CERTIFICATE. Tenant agrees that it will from time to time within ten (10) days of each request by Landlord, execute and deliver to such persons as Landlord shall request, a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating that the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default, stating the nature of such alleged default), and further stating such other matters as Landlord shall reasonably require. Landlord shall provide the form of each such statement with the request.

 HAZARDOUS MATERIALS. Landlord represents and warrants that after diligent inquiry, Landlord has no knowledge of the existence of asbestos or other hazardous materials in, on, under or about the Premises and/or Building.

## 14. TAXES.

14.1 Real Property Taxes and Special Assessments. Tenant shall be solely responsible for and shall pay all real property taxes and special assessments with respect to the Premises due during the term of this Lease and any renewals thereof. Taxes and special assessments shall be prorated for any partial years.

14.2 Personal Property Taxes. Tenant shall be responsible for and shall pay, prior to delinquency, all taxes assessed against and levied upon any personal property used on or about the Premises, including without limitation, furnishings, equipment and trade fixtures.

14.3 Taxes Paid Direct. Landlord shall provide Tenant with statements for real estate taxes within twenty (20) days following receipt. Tenant shall provide Landlord with proof of payment of real estate and personal property taxes not less than twenty (20) days prior to the time for payment of such taxes.



15. INDEMNIFICATION. Landlord and Tenant shall each indemnify, defend, and save harmless the other party and the other party's employees, agents, and contractors (the "Indemnified Parties") from and against any and all loss, damage, claim, demand, liability, or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions (specifically including negligence) of the indemnitor, its employees, agents, and contractors in connection with the Premises and only to the extent caused in whole or in part by acts or omissions of the indemnitor, its employees, agents, and contractors, regardless of whether or not the claim is caused in part by any of the Indemnified Parties. The indemnitor shall have the right to assume the defense of any claim covered by this indemnity on behalf of both itself and the Indemnified Parties, provided that the lawyers selected by the indemnitor to handle the defense are reasonably satisfactory to the Indemnified Parties and the representation will not result in a conflict of interest for the lawyers. The Indemnified Parties may not settle any claim covered by this Indemnification article without the consent of the indemnitor. When any claim is caused by the joint acts or omissions of the indemnitor and the Indemnified Parties, the indemnitor's duties under this article shall be in proportion to the indemnitor's allocable share of the joint liability. This Indemnification article shall not be construed to restrict, limit, or modify Tenant's insurance obligations under this Lease. Tenant's compliance with the insurance requirements under this Lease shall not restrict, limit, or modify Tenant's obligations under this Indemnification article.

EXCEPT FOR ANY CLAIMS, RIGHTS OF RECOVERY AND CAUSES OF ACTION THAT TENANT HAS RELEASED, LANDLORD SHALL HOLD TENANT HARMLESS AND DEFEND TENANT AGAINST ANY AND ALL CLAIMS OR LIABILITY FOR ANY INJURY OR DAMAGE TO ANY PERSON IN, ON OR ABOUT THE PREMISES OR ANY PART THEREOF AND ALL COSTS, COUNSEL FEES AND EXPENSES IN CONECTION THEREWITH, WHEN AND TO THE EXTENT SUCH INJURY OR DAMAGE SHALL BE CAUSED BY THE NEGLIGENCE OR INTENTIONAL MISCONDUCT OF LANDLORD. ITS AGENTS, SERVANTS AND EMPLOYEES. NOTHWITHSTANDING THE FOREGOING OR ANYTHING CONTRARY IN THIS LEASE, TENANT AND LANDLORD EACH HEREBY AGREE THAT IN NO EVENT SHALL EITHER OF THEM BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ANY WHATSOEVER. INCLUDING WITHOUT LIMITATION, ANY DAMAGES AS A RESULT OF ANY INTERRUPTION OF THEIR BUSINESS OR ANY LOSS OF INCOME THEREFROM. EXCEPT FOR ANY CLAIMS, RIGHTS OF RECOVERY AND CAUSES OF ACTION THAT LANDLORD HAS RELEASED, TENANT SHALL INDEMNIFY, HOLD LANDLORD HARMLESS FROM AND DEFEND LANDLORD AGAINST ANY AND ALL CLAIMS OR LIABILITY (INCLUDING, WITHOUT LIMITATION, ALL COSTS, COUNSEL FEES, EXPENSES AND LIABILITIES INCURRED IN CONNECTION WITH ANY SUCH CLAIM OR ACTION OR PROCEEDING BROUGHT THEREON) FOR ANY INJURY OR DANAGE (i) TO ANY PERSON OR PERPERTY WHATSOEVER OCCURRING IN, ON OR ABOUT THE PREMISES OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, ELEVATORS, STAIRWAYS, PASSAGEWAYS, HALLWAYS, PARKING AREAS, SIDEWALKS OR DRIVEWAYS, THE USE OF WHICH TENANT MAY HAVE IN

ACCORDANCE WITH THIS LEASE, WHEN AND TO THE EXTENT SUCH INURY OR DAMAGE SHALL BE CAUSED BY THE ACT, NEGLECT, FAULT OF, OR OMISSION OF ANY DUTY WITH RESPECT TO THE SAME BY TENANT, ITS AGENTS, SERVANTS, EMPLOYEES, OR INVITEES, (ii) ARISING FROM THE CONDUCT OR MANAGEMENT OF ANY WORK DONE BY THE TENANT IN OR ABOUT THE PREMISES OR FROM THE USE, OPERATION OR OCCUPANCY OF THE PREMISES BY TENANT, AND/OR (iii) ARISING FROM TENANT'S BREACH OF THIS LEASE. THE PROVISIONS IN THIS PARAGRAPH 15 SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS LEASE WITH RESPECT TO ANY CLAIMS OR LIABILITY OCCURRING PRIOR TO SUCH EXPIRATION OR TERMINATION.

ANTI-WAIVER. The failure of a party to insist on the strict performance of any 16. provision of this Lease or to exercise any remedy for any default shall not be construed as a waiver. The waiver of any noncompliance with this Lease shall not prevent subsequent similar noncompliance from being a default. No notice to or demand on a party shall of itself entitle the party to any other or further notice or demand in similar or other circumstances. No waiver shall be effective unless expressed in writing and signed by the waiving party. The receipt by Landlord of any rent after default on the part of Tenant (whether the rent is due before or after the default) shall not be deemed to operate as a waiver of any then existing default by Tenant or of the right of Landlord to enforce the payment of any other rent reserved in this Lease that may be due and owing at that time, or otherwise, or to pursue any other remedies available to Landlord. No payment by Tenant, or receipt by Landlord, of a lesser amount than the rent actually owed under the terms of this Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement of, or statement on, any check or any letter accompanying any check or payment of rent be deemed an accord and satisfaction. Landlord may accept the check or payment without prejudice to Landlord's right to recover the balance of the rent or to pursue any other remedy. No act of Landlord shall be deemed an acceptance of a surrender of the Premises and no agreement to accept a surrender shall be valid unless in writing and signed by Landlord. The acceptance of the keys to the Premises by the Landlord from the Tenant before the termination of this Lease will not operate as a termination of this Lease or a surrender of the Premises unless done under a written agreement duly executed on behalf of Landlord and specifically evidencing an express intention by Landlord so to effect a termination or accept a surrender. It is the intention of the parties that this article modify the common law rules of waiver and estoppel.

## 17. CONDEMNATION.

17.1 Taking - Landlord's and Tenant's Rights. If any part of the Premises is taken by right of eminent domain or conveyed in lieu thereof (a "Taking"), and such Taking, prevents Tenant from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Taking, and Landlord fails, prior to the effective time of the Taking, to replace the part of the Premises to be taken with adjacent property of equivalent use reasonably acceptable to Tenant for the purposes contemplated by this Lease, then Tenant may terminate this Lease as of the date of such Taking by giving written notice to Landlord

within sixty (60) days after the effective date of such Taking, and Rent shall apportioned as of the date of such Taking. If Tenant does not terminate this Lease, then Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenantable by the Taking.

17.2 Taking - Landlord's Rights. If any material portion of the Premises becomes subject to a Taking, and Landlord fails, prior to the effective time of the Taking, to replace the part of the Premises to be taken with adjacent property of equivalent use reasonably acceptable to Tenant for the purposes contemplated by this Lease, then this Lease, at the option of Tenant, exercised by written notice to Landlord within thirty (30) days after such Taking, shall terminate and Rent shall be apportioned as of the date of such Taking. If Tenant does not elect to terminate this Lease, then this Lease will continue in full force and effect.

17.3 Award. If any Taking occurs, Landlord shall receive the entire award or other compensation for the Premises and other improvements taken; provided for so long as the award to Landlord is sufficient to pay the full amount of any and all mortgages on the Property, Tenant shall have the right to participate pro rata in an amount available to cover the cost of improvements made to the Building, as hereinafter provided. The amount of any award allocated to improvements that would be available for Tenant's participation shall be equal to the total amount of the award less the amounts required to pay Landlord's Mortgagees holding one or more liens on any portion of the Premises or improvements. Tenant's proportionate share of such amount shall be equal to the amount available from such award times a fraction, the numerator of which shall be the unamortized amount of cost of improvements installed or constructed by Tenant in excess of the Construction Allowance, and the denominator of which shall be the unamortized cost of all improvements subject to such Taking.

# 18. FIRE OR OTHER CASUALTY.

18.1 Repair Estimate. If the Premises is damaged by fire or other casualty (a "Casualty"), Landlord shall, within thirty (30) days after such Casualty, deliver to Tenant a good faith written estimate in writing (the "Damage Notice") of the time needed to repair the damage caused by such Casualty.

18.2 Landlord's and Tenant's Rights. If a material portion of the Premises or the Building is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within two hundred seventy (270) days after the commencement of repair, then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within thirty (30) days after the Damage Notice has been delivered to Tenant. If this Lease is not terminated, Landlord shall repair the Building or the Premises, as the case may be, as soon as practicable, and Rent for the portion of the Premises rendered untenantable by the damage shall be abated on a reasonable basis from the date of damage until the completion of the repair; provided, if the Casualty occurs within the last year of the Initial Lease Term or the last year of any of the Renewal Lease Terms, Landlord shall not be required to so repair unless Tenant exercises its Renewal Option.

In any future loan documents relating to the Premises and/or Building, Landlord shall use good faith commercially reasonable efforts to negotiate into such loan documents that Landlord's Mortgagee, being a loss payce, shall use any and all insurance proceeds received as a result of such Casualty solely to repair damage to the Premises and/or Building. In the event Landlord's Mortgagee is unwilling to make said funds available to finance the repairs, or, for any other reason, the insurance proceeds actually received by Landlord, together with any other funds available to Landlord for such rebuilding, are inadequate or will be inadequate for such purposes, Landlord shall provide written notice of such circumstances to Tenant and use good faith commercially reasonable efforts to request that Landlord's Mortgagee apply any and all insurance proceeds towards financing the repairs unless such Casualty occurs within the last year of the Initial Lease Term or the last year of any of the Renewal Lease Terms, and Tenant does not intend to exercise its renewal of this Lease. Within thirty (30) days after receipt of such notice from Landlord, Tenant shall have the right to terminate this Lease by delivery of written notice to Landlord.

18.3 Repair Obligation. If this Lease is not terminated following a Casualty, then, subject to the proviso in the last sentence of Section 18.2, Landlord shall, as soon as reasonably practicable after such Casualty, commence to repair the Building and the Premises and shall proceed with reasonable diligence to restore the Building and Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any part of the furniture, equipment or fixtures which may have been placed by, or at the request of. Tenant or other occupants in the Building or the Premises. Landlord's obligation to restore any improvements made to the Premises by Tenant is expressly conditioned upon Tenant providing to Landlord the details of such improvements (to the extent not specified on any plans or specifications provided to Landlord), together with information concerning the cost to purchase and install such improvements.

19. SIGNS. Tenant shall have the exclusive right to monument signage and Tenant shall have the right to affix its sign on the facade and roof of the Building. The location, size and design of such signage shall be limited only by zoning laws and local ordinances.

20. SURVIVAL. Any liability or obligation of Landlord or Tenant arising during the Lease Term shall survive the expiration or earlier termination of this Lease, including obligations and liabilities relating to (a) the condition of the Premises or the removal of Tenant's Property, and (b) the indemnification provisions of this Lease.

21. Intentionally left blank

22. QUIET ENJOYMENT.

22.1 Landlord's Covenant. Landlord covenants and agrees that, on Tenant's paying Rent and performing all of the other provisions of this Lease on its part to be performed, Tenant may peaceably and quietly hold and enjoy the Premises for the Lease Term without material hindrance or interruption by Landlord or any other person claiming by, through, or

under Landlord, subject, nevertheless, to the terms, covenants, and conditions of this Lease and all existing or future ground leases, underlying leases, mortgages, or deeds of trust encumbering the Premises.

21.2 Non-Disturbance. Landlord covenants and agrees that, concurrently with the execution of this Lease, it will provide Tenant with a commercially reasonable nondisturbance agreement in favor of Tenant from any ground lessor or mortgagee then in existence. It will be a condition to the subordination of Tenant's rights and interests under the Lease to the rights and interests of any future ground lessor or mortgagee that such party enters into a commercially reasonable non-disturbance agreement with Tenant.

# 23. END OF TERM.

23.1 Surrender Obligations. Tenant shall surrender the Premises to Landlord at the expiration or sooner termination of this Lease in good order and condition, broom clean, except for reasonable wear and tear.

23.2 Landlord's Property. The term "Landlord's Property" shall mean all fixtures, equipment, improvements, appurtenances, and carpeting, attached to or built into the Premises at the Commencement Date or during the Lease Term, whether or not by or at the expense of Tenant, and any personal property in the Premises on the Commencement Date, unless the personal property was paid for by Tenant. All Alterations, whether temporary or permanent in character, including HVAC equipment, wall coverings, carpeting and other floor coverings, ceiling tiles, blinds and other window treatments, lighting fixtures and bulbs, built in or attached shelving, built in furniture, millwork, counter tops, cabinetry, all doors (both exterior and interior), bathroom fixtures, sinks, kitchen area improvements, and wall mirrors, made by Landlord or Tenant in or on the Premises shall be deemed Landlord's Property. All of Landlord's Property shall be and remain a part of the Premises at the expiration or sooner termination of the Lease Term (without compensation to Tenant) and shall not be removed or replaced by Tenant without the prior written consent of Landlord.

23.3 Tenant's Property. The term "Tenant's Property" shall mean all moveable machinery and equipment, including moveable communications equipment and moveable office equipment, that are installed in the Premises by or for the account of Tenant without expense to Landlord and that can be removed without damage to the Premises or the Premises, and all moveable furniture, furnishings, and other articles of moveable personal property owned by Tenant and located in the Premises. Subject to the Landlord's statutory landlord's lien and any security interest in favor of Landlord, Tenant's Property may be removed by Tenant at any time during the Lease Term; provided, however, Tenant shall repair or pay the cost of repairing any damage to the Premises or to the Premises resulting from the initial installation or removal, or both, of Tenant's Property.

23.4 Removal and Restoration Obligations. On the expiration or sooner termination of the Lease Term, Tenant, at its expense, shall remove from the Premises all of

Tenant's Property (except those items that Landlord shall have expressly permitted to remain, which items shall become the property of Landlord) and all Alterations that Landlord designates by notice to Tenant. Tenant shall also repair any damage to the Premises and the Premises caused by the removal.

24. LEASE NOT BINDING UNLESS EXECUTED. Submission by Landlord of this Lease for execution by Tenant shall not constitute an offer and shall confer no rights nor impose any obligations on either party unless and until both Landlord and Tenant shall have executed and delivered this Lease.

25. ATTORNEYS' FEES. In any suit, action, or other proceeding, including arbitration or bankruptcy, arising out of or in any manner relating to this Lease, the Premises, or the Premises (including (a) the enforcement or interpretation of either party's rights or obligations under this Lease whether in contract, tort, or both, or (b) the declaration of any rights or obligations under this Lease) the prevailing party, as determined by the court or arbitrator, shall be entitled to recover from the losing party reasonable attorneys' fees and disbursements (including disbursements that would not otherwise be taxable as costs in the proceeding). All references in this Lease to attorneys' fees shall be deemed to include all legal assistants', 'paralegals', and law clerks' fees and shall include all fees incurred through all post-judgment and appellate levels and in connection with collection, arbitration, and bankruptcy proceedings.

# 26. NOTICES.

26.1 General Requirements. Except as otherwise expressly provided, any notice, demand, request, election, or other communication (a "Communication") required or permitted to be given or made to or by any party to this Lease or otherwise given or made under this Lease, shall be in writing. A Communication shall be deemed to have been delivered and received on the earlier of the day actually received (by whatever means sent, including means not authorized by this article) if received before 5:00 PM on a Business Day (or, if not received before 5:00 PM on a Business Day, on the first Business Day after the day of receipt) or, regardless of whether or not received after the following dates, (a) on the date of transmittal by telecopy to the addressee's Notice Address, with the confirmation sheet obtained by the sender being deemed conclusive proof of the transmission of the telecopy; (b) on the date of delivery or refusal of delivery, if by hand delivery; or (c) on the first Business Day after having been delivered to a nationally recognized overnight air courier service (such as Federal Express) for "next business day" delivery; in each case addressed to the respective party at the party's Notice Address, which Notice Address may be changed by notice delivered to the other party in accordance with the terms of this article; provided that if Tenant has vacated the Premises or is in default of this Lease, Communications may be delivered by any manner permitted by law for service of process. Any Communication transmitted by telecopy after 5:00 p.m. shall be deemed to have been made on the next Business Day following the date on which it was transmitted. Notwithstanding the foregoing, any Communication which is in fact received, regardless of whether it is sent in compliance with the requirements of this article, shall be effective as of the date received. If any Communication is returned to the addressor because it is refused,



unclaimed, or the addressee has moved, or is otherwise not delivered or deliverable through no fault of the addressor, effective notice shall still be deemed to have been given. If there is more than one party constituting Tenant, any Communication may be given by or to any one of them, and shall have the same force and effect as if given by or to all of them.

26.2 Notices by and to Lawyers. Any lawyer representing Landlord or Tenant may give any Communication under this Lease on behalf of the lawyer's client. Any Communication so given by a lawyer shall be deemed to have been given by the lawyer's client. Notwithstanding anything to the contrary in this Lease, any obligation to send a copy of a Communication to a party's lawyer shall only apply to Communications which are notices of a default under this Lease. Failure to give a copy of any Communication to the lawyer for a party will not affect the validity of the Communication provided that the Communication has been given to the party represented by that lawyer.

26.3 Change of Notice Address. Either party may change its Notice Address by notice to the other party. However, this will not permit a party to add additional persons to receive Communications or copies of Communications so that more than a maximum of two persons are entitled to receive any Communication or copy of any Communication.

27. SUCCESSORS AND ASSIGNS; PERSONS BOUND. This Lease shall bind and inure to the benefit of the heirs, personal representatives, administrators, and, except as otherwise provided, the successors or assigns of the parties to this Lease. If there is more than one party constituting Tenant, each party shall be jointly and severally liable with the other parties constituting Tenant for the performance of all of the obligations of Tenant under this Lease.

28. JURY WAIVER; COUNTERCLAIMS. LANDLORD AND TENANT WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM IN-VOLVING ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH (a) THIS LEASE, (b) THE RELATIONSHIP OF LANDLORD AND TENANT, (c) TENANT'S USE OR OCCUPANCY OF THE PREMISES, OR (d) THE RIGHT TO ANY STATUTORY RELIEF OR REMEDY. THE WAIVERS SET FORTH IN THIS ARTICLE ARE MADE KNOWINGLY, INTENTIONALLY, AND VOLUNTARILY BY TENANT AND LANDLORD. TENANT AND LANDLORD FURTHER ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED (OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED) IN THE SIGNING OF THIS LEASE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT COUNSEL, SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAD THE OPPORTUNITY TO DISCUSS THESE WAIVERS WITH COUNSEL.

 TIME IS OF THE ESSENCE. Time is of the essence as to all of the obligations of Tenant and Landlord under this Lease.

30. IMPOSSIBILITY OF PERFORMANCE. For purposes of this Lease, the term "Unavoidable Delay" shall mean any delays due to strikes, lockouts, civil commotion, warlike operations, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any material, utility, or service because of governmental restrictions, hurricanes, floods, or other natural disasters, acts of God, or any other cause beyond the direct control of the party delayed (not including the insolvency or financial condition of that party or the increased cost of obtaining labor and materials). Notwithstanding anything in this Lease to the contrary, if Landlord or Tenant shall be delayed in the performance of any act required under this Lease by reason of any Unavoidable Delay, then provided notice of the Unavoidable Delay is given to the other party within ten days after its occurrence, performance of the act shall be excused for the period of the delay and the period for the period approximate of the act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of the delay.

## 31. PARKING.

31.1 Tenant's Rights. As long as Tenant is entitled to the possession of the Premises, Tenant shall be entitled to use the Tenant's Parking Spaces in the Parking Areas.

### 32. GENERAL PROVISIONS.

32.1 Construction of Language. Whenever in this Lease the context allows, the terms "Lease," "Lease Term," and "term of this Lease," or terms of similar import, shall be deemed to include all renewals, extensions, or modifications of this Lease or the Lease Term. The word "including" when used in this Lease shall be deemed to mean "including, but not limited to," or "including without limitation." The headings of articles, sections, or subsections in this Lease are for convenience only and shall not be relevant for purposes of interpretation of this Lease. This Lease has been negotiated "at arm's length" by Landlord and Tenant, each having the opportunity to be represented by legal counsel of its choice and to negotiate the form and substance of this Lease. Therefore, this Lease shall not be more strictly construed against either party by reason of the fact that one party may have drafted this Lease.

32.2 Drafts. No inference shall be drawn from the modification or deletion of versions of the provisions of this Lease contained in any drafts exchanged between the parties before execution of the final version of this Lease that would be inconsistent in any way with the construction or interpretation that would be appropriate if the prior drafts had never existed.

32.3 Severability. If any provision of this Lease or the application of a provision to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease and the application of the invalid or unenforceable provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected, and the remainder of this Lease shall otherwise remain in full force and effect. Moreover, the invalid or unenforceable provision shall be reformed, if possible, so as to accomplish most closely the intent of the parties consistent with applicable law.

32.4 Integration. This Lease shall constitute the entire agreement of the parties concerning the matters covered by this Lease. All prior understandings and agreements had between the parties concerning those matters, including all lease proposals, letters of intent, and similar documents, are merged into this Lease, which alone fully and completely expresses their understanding.

32.5 Amendment. This Lease may not be amended, modified, altered, or changed in any respect, except by further agreement in writing duly executed on behalf of Landlord and Tenant.

32.6 Exhibits and Addendums. All exhibits and addendums attached to this Lease shall, by this reference, be incorporated into this Lease.

32.7 Relationship of Parties. A fiduciary relationship shall not exist between the parties and neither party shall owe fiduciary duties to the other. This Lease is not perceived by the parties to be a "complex transaction" and should not be construed as a "complex transaction."

32.8 Governing Law. This Lease has been negotiated and executed in Texas. It shall be construed and enforced in accordance with the laws of the State of Texas, without application of conflicts of laws principles.

32.9 Fax Transmissions. This Lease may be transmitted between the parties by facsimile machine. Landlord and Tenant intend that faxed signatures constitute original signatures and that a faxed Lease containing the signatures (original or faxed) of Landlord and Tenant is binding on Landlord and Tenant.

32.10 Counterparts. This Lease may be executed by the parties signing different counterparts of this Lease, which counterparts together shall constitute the agreement of the parties.

IN WITNESS WHEREOF, this Lease has been executed on behalf of Landlord and Tenant as of the Date of this Lease.

WITNESSES:

# LANDLORD:

# EAI REALTY OF TEXAS / EAI REALTY OF TEXAS, LP

By: Name: Jerald M. Barnett, Jr. Title: Manager

Print or type name

Date Executed: September 1, 2010

Print or type name

TENANT:

# REMINGTON COLLEGE - BCL, INC. d/b/a REMINGTON COLLEGE - BATON ROUGE CAMPUS

Print or type name

By:

Name: Jack W. Forrest Title: President and Chief Executive Officer

Print or type name

Date Executed: September 1, 2010

# EXHIBIT "A"

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# LEGAL DESCRIPTION OF BUILDING

# EXHIBIT "B" SCHEDULE OF RENT

The Rent during the Initial Lease Term shall be:

1.1

9	Monthly Rental Amount
July-10	
Aug-10	
Sep-10	
Oct-10	
Nov-10	
Dec-10	
Jan-11	
Feb-11	
Mar-11	
Apr-11	
May-11	
Jun-11	
Jul-11	
Aug-11	
Sep-11	
Oct-11	
Nov-11	
Dec-11	

During any Renewal Lease Term the Market Value Rent fixed at the Commencement of the Renewal Lease Term shall be the Rent for the first year of the Renewal Lease Term without adjustment for the Index.



The Rent upon exercise of renewal option shall be determined and shall be as follows:

(a) Within 20 days following receipt of the notice that Tenant is exercising a renewal option, Landlord and Tenant shall in good faith commence negotiations seeking to agree as to the new Market Rate (defined below) for the Premises for the applicable Renewal Term. In the event Landlord and Tenant have not agreed upon such Market Rate, then on or before the 90th day following Tenant's delivery of the Election Notice, Landlord and Tenant shall proceed to arbitration as provided herein and the only issue to be resolved in the arbitration shall be the new Market Rate for the Premises for the Renewal Term. Within 30 days after it has been determined that the new Market Rate shall be decided by arbitration, the parties shall agree upon a deciding arbiter, who shall be an MAI real estate appraiser with at least five (5) years of full time commercial appraisal experience in the area in which the Premises are located. In the event the parties cannot agree upon the arbiter, within 15 days thereafter each party, at its cost and by giving notice to the other party, shall appoint an MAI real estate appraiser with at least five (5) years of full time commercial appraisal experience in the area in which the Premises are located to act as arbiter. If a party does not appoint an arbiter so qualified within the 15 day period, the single arbiter appointed shall be the arbiter, and the arbiter thereafter shall select either Landlord's Market Rate or Tenant's Market Rate for the Renewal Term. If the two (2) arbiters are appointed by the parties as stated in this paragraph, then they shall select a third MAI appraiser meeting the qualifications stated in this paragraph within ten (10) business days, which third arbiter shall be the deciding arbiter for this process. If they are unable to agree on the third arbiter, either of the parties to this Lease, by giving ten (10) business days notice to the other party, may apply to the Chief Judge of the Seminole County Circuit Court, for the selection of a third arbiter who meets the qualifications stated in this paragraph. Each of the parties shall bear one-half (1/2) of the cost of appointing the third arbiter and of paying the third arbiter's fee. The third arbiter, however selected, shall be a person who has not previously acted in any capacity for either party within five (5) years prior to the date on which the third arbiter is to be selected. Within five (5) business days after selection of the deciding arbiter, Landlord and Tenant shall deliver to each other and to the deciding arbiter its final, best determination of the new market rate for the Premises for the applicable Renewal Term "Landlord's Market Rate" and "Tenant's Market Rate," respectively).

Within thirty (30) days after the selection of the deciding arbiter, the deciding arbiter shall determine the Market Rate for the Renewal Term by reviewing the proposed Market Rates, any background materials submitted by either party, and its independent review of the market, and selecting either Landlord's Market Rate or Tenant's Market Rate for the Renewal Term. Once the deciding arbiter has selected either Landlord's Market Rate or Tenant's Market Rate for the Renewal Term, it shall immediately notify the parties of its determination. The arbiter's decision shall be binding on Landlord and Tenant.

(b) Tenant may exercise the Renewal Option for a second Renewal Term only if Tenant has properly exercised its option for the first Renewal Term. Tenant shall not be permitted to exercise this Renewal Option at any time during which Tenant is in default under this Lease, subject to applicable notice and grace periods (if any). In the event Tenant

> commits an event of default following exercise of this Renewal Option but before commencement of the Renewal Term and fails to cure any default under this Lease prior to the commencement of any Renewal Term, subject to applicable notice and grace periods, Landlord may pursue the remedies available to it under this Lease for a default hereof.

- (c) Tenant shall be deemed to have accepted the Premises in "as-is" condition as of the commencement of each Renewal Term, subject to any other repair and maintenance obligations of Landlord under this Lease, it being understood and agreed that Landlord shall have no additional obligation to renovate or remodel the Premises or any portion of the Building as a result of Tenant's renewal of this Lease unless the determination of Market Rate made by the arbitrator contemplates renovations and refurbishing of the Premises and then in such event landlord shall be obligated to conform the Premises to the condition used to determine Market Value.
- (d) The covenants and conditions of this Lease in force during the original Lease Term, as the same may be modified from time to time, shall continue to be in effect during the Renewal Term in question, except as follows:
  - (i) The "Commencement Date" for the purposes of this Lease shall be the first day of the Renewal Term in question.
  - (ii) For purposes of this Section, the fair market rental value or rate of the Premises ("Market Rate") for determining the Base Rental shall mean the base rental rate and escalation that would be agreed to by a landlord and a comparable tenant at a comparable building in the Baton Rouge market, each of whom is willing, but neither of whom is compelled, to enter into a lease transaction. Market Rate shall be projected to the commencement date of the applicable term, and shall take into account any existing tenant improvements or any special uses or rights afforded to Tenant under the lease, and shall also take into account the following factors:
    - Location, quality and age of building;
    - B. Use and size of the space in questions;
    - C. Location and/or floor level within the building;
    - D. Extent of leasehold improvement allowances;
    - E. Relocation allowances;
    - F. Refurbishment and repainting allowances;
    - G. Any and all other concessions or inducements;
    - H. Distinction between "gross" and "net" lease;

- Base year or dollar amount for escalation purposes (both operating costs and ad valorem/real estate taxes);
- J. Any other adjustments (including by way of indexes) to base rental;
- K. Credit Standing and financial stature of Tenant; and
- L. Length of Term.

×.

# EXHIBIT "C" N/A

Career College Scholarship Program | Financial Aid for College | Imagine America Found ... Page 1 of 2 REMINGTON COLLEGES, INC. EIN: 27-3339369



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## About the Scholarship: Imagine America ®

Recognizing the growing number of students attending career colleges, the Imaghe America Foundation created its Imagina America Scholarship Program in 1998 to help those students fund and pay for college. This annual college scholarship program has helped thousands of high school seniors afford an education at hundreds of career schools across the United States. Each year, every high school in the United States and Puerto Rico may select up to five graduating seniors to receive a \$1,000 Imagine America scholarship!

Since its inception, Imagine America has become one of the most recognized high school scholarship programs for career colleges of its kind. During its first year, the program received the Award of Excellence from the American Society of Association Executives. The following year, the same organization awarded the program with its Summt Award, which honors organizations that "propel America forward with innovative projects in education, skills training, standards-setting, business and social innovation, knowledge creation, citizenship and community service.

The Foundation works with nearly 15,000 high school guidance counselors across the country. Graduating high school seniors who meet the recommended guidelines are eligible to receive a \$1,000 tuition discount that can be used at participating career colleges throughout the nation. The scholarship program runs annually and has a December 31 deadline.

High school seniors - apply to be considered for an Imagine America scholarship todayl



Graduating Al-Risk Students A coss-Sector Analysis



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Tuition Assistance for Adult Students Enrolling al Careor Colleges!

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http://www.imagine-america.org/scholarship/01-about-scholarship.asp

Scholarships for High School Students - Money for College | Imagine America Foundation Page 1 of 2 REMINGTON COLLEGES, INC. EIN: 27-3339369

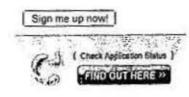




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Your education doesn't have to end after high school. Scholarships are available to serviors and recent graduates. Get career training and build a successful future with scholarships for high school students from Imagine America

Here you can find information about our programs, research different careers, and discover financial aid options available for you. Best of all, you can apply to receive a \$1,000 Imagine America scholarship to help you fund your education.

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- · FAQ
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## CollegeSearch

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8/3/2010

# FINANCIAL AID AND OTHER FINANCIAL ASSISTANCE

#### **GENERAL INFORMATION**

Financial aid, as the term is used in this document, means funds made available to assist students through governmental programs. Financial assistance means non-governmental sources of funds made available to assist students.

The purpose of financial aid is to assist those students who, without such aid, would be unable to attend college. Eligibility for financial aid is determined by the department or agency responsible for administration of the financial aid program, for example, the United States Department of Education ("USDE") administers the Title IV financial aid programs. This Campus participates in the Title IV programs, but it does so only to assist students in obtaining financial aid available under the Title IV programs. The Campus has no rule in determining whether a student is eligible for financial aid.

Applications for financial aid are accepted at any time, and students are encouraged to apply in advance of the beginning of their program and academic years in order to allow adequate time for the USDE to determine the amount of financial aid, if any, that the student is eligible to receive. Students may only apply for, be accepted in, be actively registered in, and receive financial aid for one program at a time.

#### DETERMINING A STUDENT'S FINANCIAL NEED

A student's financial need is used to determine what financial aid a student may be eligible to receive under the financial aid programs administered by the USDE. Financial need is the difference between the costs of attendance (as defined by the regulations governing the financial aid program), less the financial resources available to the student. The costs of attendance include tuition and fees, and may include other costs such as books, supplies, room and board, personal expenses, transportation and related expenses of the students' dependents, if any. Financial resources may include parents' contribution, if the student is a dependent; applicant's and spouse's earnings, if the student is married; welfare, savings, or other assets and taxable and non-taxable sources of income.

#### PERIOD OF OBLIGATION

The Period of Obligation is the period of time for which the Campus financially obligates the student. "Period of Obligation" means the length of the program.

#### TITLE IV AWARDS

All Title IV financial aid awards are made for one Academic Year or less. The amount of financial aid a student is eligible to receive can change each academic year. To continue eligibility for Title

EGE OF N

IV financial aid, a student must submit all required financial aid documents each Academic Year, and continue to demonstrate financial need, and:

- 1. Remain in good standing with the Campus,
- 2. Maintain Satisfactory Academic Progress ("SAP"), and
- Not have a drug-related criminal conviction which renders them ineligible.

Continuation of financial aid awards is contingent upon continued government funding of financial aid programs. The following is a general description of the financial aid programs available at the Campus.

Information regarding benefits available from the Bureau of Indian Affairs, the Office of Veterans' Affairs, or the Vocational Rehabilitation Program can be obtained through those agencies.

#### TYPES OF FINANCIAL AID AVAILABLE TO THOSE WHO QUALIFY

#### FEDERAL PELL GRANT

This grant is designed to assist students in need and who desire to continue their education beyond high school. Federal Pell Grants are awarded by the USDE to undergraduate students who have not earned a bachelor or professional degree. The amount of the grant is determined by a standard formula and calculated by the USDE. The amount of the grant available to the student, if any, will depend on the Expected Family Contribution ("EFC") and the cost of attendance.

#### FEDERAL SUPPLEMENTAL EDUCATIONAL OPPORTUNITY GRANT ("FSEOG")

This grant is available to students with low EFC's. The amount of the grant, and the number of students who may receive this grant, depend on the availability of funds from the U.S. Department of Education.

#### FEDERAL SUBSIDIZED STAFFORD LOAN

Federal Subsidized Stafford Loans are low interest loans that are made to eligible students by lenders such as banks, credit unions, or savings and loan associations, and are insured by a guarantee agency. The Subsidized Stafford Loan is awarded based on financial need. Interest charges are not incurred for amounts borrowed under the Subsidized Stafford Loan program until the student enters "repayment period," which as a general rule begins six months after the student leaves school.

#### FEDERAL UNSUBSIDIZED STAFFORD LOAN

Federal Unsubsidized Stafford Loans are loans made to eligible students by lenders such as banks, credit unions, or savings and loan associations, and are insured by a guarantee agency. The term

# FINANCIAL AID AND OTHER FINANCIAL ASSISTANCE

"unsubsidized" means that interest expense is incurred from the time advances are made under the loan, even though no payments are due until the student enters the repayment period.

#### FEDERAL PLUS LOAN

Federal PLUS Loans are available to parents of dependent students to help pay for the educational expenses of the student. Federal PLUS loans are not based on need, but when combined with other financial resources, cannot exceed the student's cost of attendance. Repayment begins within 60 days of the final loan advance (disbursement), unless the parent qualifies for and is granted a deferment by the lender. Interest begins to accrue when disbursements are made.

- There is an origination fee charged on the loan amount at a rate determined by the regulations.
- The yearly limit on a Federal PLUS Loan is equal to the student's cost of attendance minus any other financial aid received or financial resources available.
- The parent must pass a credit check to qualify for a Federal PLUS Loan.

#### NON-FEDERAL LOAN OPTIONS

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In addition to the federal loans referenced above, the Campus can provide students with information on other loan programs available. These loan programs, commonly referred to as "alternative loans" or "private financing," are offered by banks or other financial institutions, and eligibility determinations are made by the banks or financial institutions and are not within the control or influence of the Campus. Accordingly, the Campus cannot guarantee a student's eligibility to participate in any private financing, programs.

#### OTHER FINANCIAL AID PROGRAMS

Students may also, if eligible, receive financial aid from various other state or federal agencies, departments, or programs including, but not limited to: the Bureau of Indian Alfairs, the Trade Readjustment Allowances ("TRA"), the Division of Vocational Rehabilitation, or under the Workforce Investment Act ("WIA"). The Campus may be able to provide additional information about these financial aid programs. Students should thoroughly investigate the availability of other sources of financial aid or assistance and should not rely upon the Campus as being their sole source of all information regarding the availability of such programs, if any.

# FEDERAL TITLE IV FINANCIAL AID, ELIGIBILITY REQUIREMENTS AND APPLICATION PROCEDURES

#### STUDENT ELIGIBILITY

A student may be eligible to receive Title IV, HEA program assistance if the student:

- Is a regular student enrolled, or accepted for enrollment, in an eligible program at an eligible institution;
- For purposes of the FFEL and Direct Loan programs, is enrolled for no longer than one twelve-month period in a course of study necessary for enrollment in an eligible program; or
- For purposes of the Federal Perkins Loan, FWS, FFEL, and Direct Loan programs, is enrolled or accepted for enrollment as at least a half-time student at an eligible institution in a program necessary for a professional credential or certification from a State that is required for employment as a teacher in an elementary or secondary school in that State;
- For purposes of the FFEL and Direct Loan programs, is at least a half-tune student;
- For purposes of the Federal Pell Grant Program Federal Perkins Loan, FFEL, and Direct Loan programs, is not incarcerated;
- · Satisfies the citizenship and residency requirements;
- Has a high school diploma or its recognized equivalent; or qualifies under the Ability-to-Benefit determination;
- · Maintains Satisfactory Academic Progress:
- Except as provided in part as set forth in Title 34, §668.35, is not in default on a loan made under, or obtained loans in excess of the limits under, any Title IV, HEA loan programs; does not have propeny subject to a lien for debt owed to the U.S.; and is not liable for a grant or Federal Perkins loan overpayment;
- Files a Statement of Educational Purpose in accordance with the instructions of the Secretary;
- Has a correct social security number (except residents of the Federated States of Micronesia, Republic of the Marshall Islands, or the Republic of Palau);
- · Satisfies Selective Service registration requirements; and
- · Satisfies any other program specific requirements

Application for Title IV financial aid and the determination of whether an applicant qualifies for such financial aid and the amount thereof involves the following procedures:

# REMINGTON COLLEGE

POLICY AND PROCEDURE

 Title:
 Employee and Family Scholarship Program

 Effective Date:
 June 14, 2010

 Prepared By:
 RASI Vice President of Human Resources

 Approved By:
 Company President/CEO

#### L. Policy

It is the policy of any residential campus ("Campus"), Remington College Online ("RCO"), Remington Administrative Services, Inc. ("RASI") and their affiliates, officers, employees and directors (collectively, the "Company"), that its eligible, full-time employees and the eligible employee's dependent family member(s) be provided an opportunity to obtain a scholarship to receive an education in certain programs at Remington College under the standards set forth herein.

#### II. Eligibility

Participation in the Employee and Family Scholarship Program ("Scholarship") is not an "employee benefit" per se, and accordingly, is not an entitlement. Participation in the Scholarship shall be at the sole discretion of the Campus President, and is conditional upon, among other things, availability of classroom space, as well as other Scholarship application requirements.<sup>1</sup> At least thirty (30) days prior to the employee or the employee's dependent family member enrolling in classes, the employee must submit the Application for Employee and Family Scholarship Program (the "Application") along with any applicable documents as noted below. All students attending under the Scholarship must follow all published student policies and procedures like any other student.

A. Enrollment at Residential Campuses

Full-time employees of the Company with a minimum of one (1) year of continuous employment at the time of application for the Scholarship may apply on their own behalf or on behalf of a dependent family member, as defined below. For the purpose of determining eligibility to receive the Scholarship, dependent family members are defined as a spouse, dependent child or dependent stepchild of the employee (collectively, the "Dependent Family Member(s)"). In order to qualify for the Scholarship, children and step-children must be considered "dependents" for Federal income tax purposes. No other relatives are eligible for the Scholarship. No more than one (1) participant at a time from the family (including the employee) can receive the Scholarship and be enrolled in classes.

The Employee will be required to provide a copy of his/her most recent year's Federal Income Tax Return-Form 1040, and to sign a Dependent Family Member Status Affidavit with the Scholarship application affirming that the proposed Dependent Family Member student still qualifies for dependent status. The Dependent Family Member student will be required to execute a release under the Family Educational Rights and Privacy Act ("FERPA") to allow the Company to discuss their educational records with the employee under whom they received the Scholarship, if necessary.

B. Enrollment in Remington College Online

Only full-time instructional employees of the Company with a minimum of one (1) year of continuous employment at the time of application for the Scholarship may apply for the Scholarship. For enrollment in RCO, the Scholarship is not available to an instructional employee's Dependent Family Member(s).

<sup>&</sup>lt;sup>1</sup> The Cosmetology, Culinary Arts, Nursing, HVAC, Personal Fitness Trainer and Dental Hygiene programs are not eligible for the Scholarship program. The Company reserves the right to change the list of eligible programs at any time.

# REMINGTON COLLEGE POLICY AND PROCEDURE

Full-time instructional employees applying for the Scholarship will only be eligible for enrollment into those RCO programs that directly relate to their current position with the Company. For example, a Criminal Justice Instructor with an Associate's Degree in Criminal Justice would most likely be eligible for enrollment into the RCO Criminal Justice Bachelor's Degree Program whereas an Admissions Representative would not be eligible. The Company retains the right, in its sole discretion, to determine whether the program into which the instructional employee intends to enroll directly relates to the instructional employee's current position with the Company for purposes of determining eligibility for the Scholarship.

#### III. Program Costs

The Scholarship is an amount adequate to cover most, but not all, of the cost of attending classes at the Campus or RCO. The Scholarship covers the total cost of tuition, books and supplies that are typically provided by the Campus or RCO to non-scholarship students. All participants in the Scholarship shall pay a fixed fee of one hundred twenty-five dollars and zero cents (\$125.00) per month (this fee is applied without regard to whether the student is full-time or part-time, online or residential). The amount may be paid by either the employee or the Dependent Family Member. The employee must "guarantee" payment for Dependent Family Members as further described below.

Employees or Dependent Family Members attending under this Scholarship agree to limit any application for financial aid to the amount equal to the student's \$125.00 per month obligation. This restriction includes, but is not limited to, any and all grant funds for which an employee or Dependent Family Member may be eligible. By applying for the Scholarship, recipients agree to accept this restriction on access to financial aid programs.

#### IV. Payment Requirements

The Employee is responsible for all Scholarship related charges described above, including those for Dependent Family Members attending under the Scholarship. The employee should not apply for a Scholarship if they are not willing to accept this responsibility.

Payment is due before the first day of classes at the beginning of the academic year, and students will not be allowed to begin classes until one of the following payment requirements has been met:

- Cash payment (either check, cash or credit card) for the full amount due for the academic year or program has been received by the Company, or;
- The Campus is in receipt of a "confirmed budget" indicating the student is eligible for financial aid which includes only Federal Pell Grants, State Grants, or Alternative Loan Program funds in an amount adequate to cover the charges due for the academic year. Should such scheduled financial aid funds not ultimately be received, for whatever reasons, whether due to action or failure to take action by anyone, whether the Campus or RCO or the student, the employee will be responsible for such unpaid amounts, which shall be "payroll deducted" from the employee's normal pay, or;
- The employee has executed the necessary documentation to allow the Company to deduct the charges from his/her payroll checks on a pro-rata basis.

Employee and Family Scholarship Program Policy (FINAL) - Revised 061410

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# REMINGTON

# POLICY AND PROCEDURE

If, at any time during the course of study, the employee ceases to be an employee for any reason, whother such termination is voluntary or involuntary, the Scholarship shall cease immediately. The only exception is that the student (former employee or Dependent Family Member) shall be permitted to complete the quarter or module of study in progress at the time of the employee's termination. For any periods subsequent to the employee's termination, should the student (former employee or Dependent Family Member) wish to continue enrollment at the Campus or RCO, he/she shall be required to pay the regular tuition amount in effect at the time they executed their most recent enrollment agreement as long as they have remained continuously enrolled in the program since that time.

Similarly, if a student is participating in the Scholarship and ceases to be a dependent at any time during the student's attendance, then the employee is obligated to immediately notify the Campus or RCO of the change in the dependent status of said student, and the student shall cease to be eligible for the Scholarship at the end of the quarter or module in progress. Failure to immediately notify the Campus or RCO of a student's change in dependent status may subject the employee to disciplinary action, up to and including termination of employment.

If a student fails a class due to receiving an "F" grade, is dropped for excessive absences, or withdraws for any reason from a class, the student will be required to pay the full non-scholarship tuition to retake the class in advance.

Upon retaking the class the employee or Dependent Family Member may apply for financial aid in the amount equal to the non-scholarship tuition for the class. The employee or Dependent Family Member shall be required to pay the regular tuition amount in effect at the time they executed their most recent enrollment agreement as long as they have remained continuously enrolled in the program since that time. If financial aid is not available either a cash payment must be made prior to retaking the class or a new payroll deduction form must be filled out by the employee to include the additional tuition.

#### V. Laptops

Scholarship students will be provided a previously deployed (used) laptop computer only in those programs of study where non-scholarship students receive laptop computers from the Campus or RCO. Scholarship students, like all other students, are entitled to keep the laptop upon completion of the program of study if, and only if, all amounts owed to the Campus or RCO have been paid.

Students who do not complete the program of study are required to return the laptop computers to the Campus or RCO. Students who do not return their computers will be charged the standard fee for "unreturned laptops" and may be subject to prosecution.

By participating in the Scholarship, participants agree and expressly affirm that the laptop or other computer related equipment (such as wireless NIC cards, etc.) is provided for the student's use and is the sole and exclusive property of the Campus or RCO until such time as the student has met the requirements for keeping the computer as described earlier.

#### VI. Procedure

An employee interested in applying for the Scholarship on their own behalf or on behalf of a Dependent Family Member must first contact their Campus President or RASI Supervisor who will provide the employee with the Application, Dependent Family Member Status Affidavit (if on behalf of a Dependent Family Member) and the FERPA release (if on behalf of a Dependent Family Member).

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Employee and Family Scholarship Program Policy (FINAL) - Revised 061410

# REMINGTON COLLEGE

# POLICY AND PROCEDURE

The employee must complete and execute (no electronic signatures) the Application and Dependent Family Member Status Affidavit (if on behalf of a Dependent Family Member) and provide a copy of the employee's most recent year's Federal Income Tax Return-Form 1040 (if on behalf of a Dependent Family Member), and must return the FERPA release signed by the prospective student (if on behalf of a Dependent Family Member) and return it to their Campus President or RASI Supervisor who will facilitate the completion of the Application by delivering it along with the other requisite documents noted above to RASI Human Resources ("RASI HR") for processing. RASI HR will facilitate obtaining final approval signatures from the Regional VP of Operations, the Company President/CEO and the Controller.

Once a decision has been rendered on the Application, the employee shall be notified of the decision by the employee's Campus President or RASI Supervisor as soon as possible.

#### VII. Important Tax Information and Waiver Notice for Employees and/or Dependent Family Members Receiving the Scholarship

#### A. Employee and Family Scholarship Tax Matters

Employees and/or their Dependent Family Member who receive the Scholarship are advised to consult a tax professional for advice on potential tax liabilities associated with the Scholarship. The Company hereby expressly denies any liability or responsibility for any negative tax consequences associated with the Scholarship to the employee or the employee's Dependent Family Member(s). By the act of making application for the Scholarship, the employee and/or the employee's Dependent Family Member(s) agree and acknowledge that the Company shall have no liability or obligation with regard to any tax related matters associated with the Scholarship.

#### B. The Company's Tax Reporting Policy

The Company's general tax reporting policy is to report all taxable payments to employees in full accordance with the requirements of the Internal Revenue Code ("IRC"). The following discussion of the Company's tax reporting requirements for employees participating in the Scholarship represents the Company's understanding of the requirements of the IRC. Accordingly, the Company will report income, as it deems appropriate, based on that understanding.

The Company makes no warranty; either express or implied, that the Internal Revenue Service ("IRS") will reach the same conclusion with regard to the taxability or non-taxability of any studies undertaken by the employee under the Scholarship. The IRC is vast, complex and often ambiguous or unclear and tax professionals regularly disagree about how to interpret the requirements of the IRC. Employees and/or the employee's Dependent Family Member(s) should be aware that a different interpretation/decision by the IRS could result in an unanticipated tax liability to the employee and/or the employee's Dependent Family Member(s). The Company strongly encourages the employee and/or the cmployee's Dependent Family Member(s) to see a tax professional if they have any questions or uncertainty regarding these matters.

The following general rules determine whether the Company will report as income to the employee and/or the employee's Dependent Family Member(s) any amounts related to the Scholarship. For these purposes, participants fall into one of the following two categories:

 For programs up through the Baccalaureate (Bachelor's) level there is no reportable taxability of the Scholarship.

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# REMINGTON

## POLICY AND PROCEDURE

 If, in the future, post-graduate programs are offered, the amount of the Scholarship (the difference between tuition paid by the Scholarship student and tuition paid by a non-Scholarship student) will be fully taxable, unless the Scholarship student is a Company faculty member.

Employees should be aware that "W-2 Income" on which there will have been no withholdings, will likely have the effect of leaving a substantial amount of tax due upon the filing of their income tax return. The same caution applies to the employee's Dependent Family Member(s) that have "1099 Income". Again, the employee and/or the employee's Dependent Family Member(s) are strongly encouraged to seek guidance from a tax professional in assessing how to estimate the tax impact of participation in the Scholarship.

C. Absolute Unconditional and Irrevocable Waiver

Employees and/or the employee's Dependent Family Member(s) receiving the Scholarship expressly waive any and all claims or causes of action against the Company; whether such claims or causes of action exist at the time the Scholarship was granted or arises thereafter. In other words, by accepting the Scholarship, the employee and/or the employee's Dependent Family Member(s) absolutely, irrevocably and unconditionally agree not to file any claim, suit or grievance arising out of the receipt of the Scholarship.

This provision does not reduce, mitigate or limit legal rights which exist or may arise from an employee's status as an employee, but is rather a full and absolute waiver of any rights to claims or causes of action arising as a result of the employee's and/or the employee's Dependent Family Member's participation in the Scholarship.

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C	MINGTON OLLEGE E AND FAMILY SCHOLARSHIP PROGRAM
Secking a Diploma/Certificate     Seeking a Bachelor Degree	Secking an Associate Degree
Employee Name:	Hire Date:
Location	Position:
Name of Applicant:	Relationship to Employee:
Campus Where Program will be Attended:	
Name of Program:	Abbreviation: Program Code:
starting Date of Program:	Anticipated Completion Date of Program:
Cost of Program to Employee/Family Member Studen	at is \$125 Per Month
inancial Arrangements:  (1) Cash Payment (Equal to (2) Financial Aid (Must Fill (3) Payroll Deduction (Must	Out PART A Below)
PART A Deduction Authorization: If anticipated Financial Aid pplicant I hereby authorize Remington College to imme ntire Academic Year divided equally over the next two p	fails to cover the monthly tuition charge of the above named Scholarship ediately deduct from my payroll check the lump sum payment owed for the may periods.
Employee Signature:	Date;
PART B Deduction Authorization: I hereby authorize Remington 5125.00. This deduction is for the above named Scholan he event of repeat course(s) I authorize the deduction nodule or six consecutive amounts equal to one-sixth s dropped from classes, charges will accrue for any partia	on College to deduct from my payroll check the monthly tuition charge of ship applicant and will continue as long as the applicant carries a balance. In a of two consecutive amounts equal to one-half of the total charge for the of the total charge for the term. In the event the applicant/student drops or al month attended prior to being dropped.
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REMINGTON	<b>IDENTIFI</b>	ENT TO RELEASE OF PERSONALLY ABLE INFORMATION AND/OR DUCATION RECORDS
Name of Student:		
Social Security N	imber:	
Campus Name:	-	
Dates of Attendan	ce:	
hereby authorize t Services, Inc., to re	he above-named Campus (	and Privacy Act ("FERPA"), I, the undersigned Studer ("Remington College") and/or Remington Administration and my personally identifiable information and/or education):
	ALL education and	financial assistance records.
		r education records identified above, should be provided dress of person and/or entity to receive education records)
		flable information and/or education records is: essing of an Employee and Family Scholarship.
identifiable inform information and/o revoked by me, in	nation and/or education or records upon request; writing, and delivered to	right not to consent to the release of my personall records; (2) I have a right to receive a copy of suc (3) and that this consent shall remain in effect unt Remington College, but that any such revocation sha n College prior to the receipt of any such written
Student's Signatur	e	Date
PROVISIONS OF PROHIBIT ANY I WITHOUT THE P	APPLICABLE STATE AL FURTHER DISCLOSURE ( RIOR WRITTEN CONSEN	EASED ARE SUBJECT TO THE CONFIDENTIALITY ND FEDERAL LAWS AND REGULATIONS, WHICH OF THE REQUESTED INFORMATION OR RECORD WT OF THE STUDENT IDENTIFIED HEREIN, UNLESS AND/OR REGULATIONS. See, e.g. 34 C.F.R. § 99.33.
	Employce and Fr	amily Scholarship Program FERPA Release (FINAL) - Revised 06141

