

**COMMONWEALTH OF KENTUCKY
DAVIESS CIRCUIT COURT
DIVISION I
CIVIL ACTION NO: 11-CI-01016**

COMMONWEALTH OF KENTUCKY, EX. REL.
JACK CONWAY, ATTORNEY GENERAL

PLAINTIFF

vs.

CONSENT DECREE

DAYMAR LEARNING, INC, et al,
ESTATE OF MARK A. GABIS

DEFENDANTS

** ** *

Comes the Plaintiff, the Commonwealth of Kentucky, ex rel. Jack Conway, Attorney General, (“the Attorney General” or “the Office of the Attorney General”) by and through counsel, which filed a Complaint for permanent injunction and other relief in this matter pursuant to the Kentucky Consumer Protection Act (KCPA), KRS 367.110 *et seq.*, alleging Defendants Daymar Learning, Inc., Daymar Learning of Paducah, Inc., Daymar Holdings, Inc., Draughtons Junior College, Inc., Daymar Colleges Group, LLC (the foregoing Defendants will be referred to herein as the “Daymar Defendants”) and Mark Gabis¹ (all of the Defendants will be referred to as “Defendants”), committed violations of the KCPA. Defendants deny the allegations contained in the Complaint and deny having violated the Kentucky Consumer Protection Act.

¹ Defendant Mark Gabis subsequently died and his Estate was substituted as a named Defendant.

Plaintiff and Defendants have agreed to the Court's entry of this Consent Decree for the purposes of settlement only, without this Consent Decree constituting evidence against or any admission by any party, and without trial or adjudication of any issue of fact or law.

I. PREAMBLE

1.1 Plaintiff, the Commonwealth of Kentucky, acting by and through Attorney General Jack Conway, commenced this action on the 27th day of July, 2011, after having conducted an investigation under the KCPA regarding Defendants' practices and policies pertaining to the operations of its for-profit colleges; and

1.2 Defendants are willing to enter into a Consent Decree regarding the matters investigated by the Attorney General and as alleged in the Plaintiff's Complaint, and to the entry of this Consent Decree in order to resolve the Attorney General's Complaint under the KCPA and arrive at a complete and total settlement and resolution as is reflected in this Consent Decree and thereby avoid unnecessary expense, inconvenience, and uncertainty.

1.3 By entering into this Consent Decree, Plaintiff and Defendants agree to all such court approvals, provided that there are no modifications to the terms of this Decree without the express written consent of Plaintiff and Defendants.

1.4 Defendants recognize and state that this Consent Decree and the Letter from the Office of the Attorney General dated July 10, 2015 ("Side Agreement") are entered into voluntarily and that no promises or threats have been made by the Attorney General's Office, or any member, officer, agent or representative thereof to induce Defendants to enter into this Consent Decree or the Side Agreement which is incorporated herein by reference and attached as Exhibit A.

1.5 Defendants represent and warrant that they are represented by legal counsel, that they are fully advised of their legal rights in this matter and that the persons signing below are fully authorized to act on their behalf.

1.6 Defendants further acknowledge that this Consent Decree is not severable or divisible, except that if any provision herein is found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

1.7 Nothing in this Consent Decree shall be construed as a waiver of, or limitation on Defendants' rights to defend themselves from or to make agreements in any private individual or class action, state or federal claim, suit or proceeding relating to the existence, subject matter or terms of this Decree.

1.8 Nothing in this Consent Decree shall be construed to affect or deprive any private right of action that any consumer, person or entity may assert against the Defendants, unless any individual has otherwise independently resolved any such right of action; or that any local, state, federal or other governmental entity may hold against Defendants, except as otherwise provided by law and as explicitly released in this Consent Decree.

1.9 Nothing in this Consent Decree shall create a private cause of action or confer any right to any third-party for violation of any federal or state statute to enforce the terms of this Order, or for any purpose whatsoever, except that the Plaintiff may file a motion to enforce the terms of this Order.

1.10 The titles of sections of this Consent Decree are for convenience purposes only

and are not intended by Defendants or the Plaintiff to lend meaning to the actual terms of this Decree.

1.11 Nothing herein relieves Defendants of their duty to comply with applicable laws of the Commonwealth and all federal or local laws, regulations, ordinances, and codes, nor constitutes authorization by the Attorney General for the Defendants to engage in acts or practices prohibited by such laws. Nothing in this Decree shall require Defendants to (a) take an action that is prohibited by any federal or state law or regulation; or (b) fail to take an action that is required by a federal or state law or regulation. If, subsequent to the Effective Date of this Decree, any state, local, or federal law is enacted or changed or any regulation promulgated with respect to any issue related to the Compliance Provisions of this Decree and compliance therewith may create a conflict with the terms of this Decree, Defendants shall notify the Attorney General. If the Attorney General agrees that compliance with the Consent Decree and such law or regulation is impossible, the Attorney General shall consent to a modification of this Consent Decree for the purpose of eliminating the conflict. If the Attorney General declines to agree to a requested modification the Daymar Defendants may seek a ruling from the Court as to whether a change in the Consent Decree is justified under the circumstances.

If subsequent to the Effective Date, the Daymar Defendants believe that a directive issued from their accreditor creates a direct conflict with the terms of this Decree, the Daymar Defendants may notify the Attorney General who will review the accreditor's directive in conjunction with the proposed provision of the Consent Decree that Defendants claim is in conflict. If the Attorney General agrees that compliance with the Consent Decree and the accreditor's directive is impossible, the Attorney General may in his sole discretion consent to a modification of this Consent Decree for purpose of eliminating the conflict. If the Attorney

General determines that compliance with the accreditor's directive and the Consent Decree is not impossible or declines to agree to a modification, the Attorney General or Daymar Defendants may seek a ruling from the Court as to whether Daymar shall comply with the directive or the requirement of the Consent Decree. The Attorney General will give each request for modification reasonable consideration and will respond to the Defendant(s) within 30 days. Nothing in this paragraph shall be construed to mean that the Attorney General has agreed that a directive of an accreditor can supersede a provision of this Consent Decree. Nor shall it be construed that Daymar Defendants have agreed that the Consent Decree shall supersede a directly conflicting directive from its accreditor.

1.12 In the event that a Defendant desires to alter the language of a disclosure that is required herein, the Defendant may forward the new language to the Attorney General for the Attorney General to review. If the Attorney General concludes that the new language violates any term of this Consent Decree, the Attorney General shall inform the Defendant within 30 days of receiving the document. In the event there is a disagreement between the parties about whether a document violates any term of this Consent Decree, the parties shall attempt to amicably resolve the issue. If the parties are unable to resolve the issue, any party may seek a resolution from this Court.

1.13 Any failure by the Plaintiff to insist upon the strict performance by Defendants to any of the provisions of this Consent Decree shall not be deemed a waiver of any of the provisions of this Decree, and notwithstanding such failure, Plaintiff shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Consent Decree, and Plaintiff may seek the imposition of any applicable penalties, including but not limited to contempt, civil penalties and/or the payment of attorney's fees to the Commonwealth,

to the extent authorized by law, and other remedies authorized by law. Excluding any and all provisions regarding the monetary payments as set forth in paragraphs 5.1 and 4.38(b), Plaintiff must provide the Defendants with notice of the alleged violation as well as thirty days to cure the alleged failure of performance, in the event Defendants fail to cure, the Plaintiff can seek judicial enforcement of the terms of the Consent Decree and obtain any relief thereunder.

1.14 Time shall be of the essence with respect to each provision of this Decree that requires action to be taken by Defendants within a stated time period or upon a specified date.

1.15 This Consent Decree and the Side Agreement set forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of this Decree which are not fully expressed herein or attached hereto or in the Side Agreement.

1.16 Plaintiff and Defendants further agree that this Court shall retain jurisdiction of this action for the purpose of implementing and enforcing or modifying the terms and conditions of this Consent Decree and for all other purposes. The parties may meet and confer prior to seeking a ruling from the Court.

1.17 The parties agree to reasonably cooperate to carry out the above duties in compliance the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99).

WHEREAS the Court approves the terms of the Parties' agreement and adopts them as its own determination of the Parties' respective rights and obligations;

NOW THEREFORE, for purposes of affecting the Consent Decree, it is therefore ORDERED, ADJUDGED AND DECREED that:

II. GENERAL

2.1 Defendant Daymar Learning, Inc. is a Kentucky corporation with its principal office located in Owensboro, Kentucky.

2.2 Defendant Daymar Learning of Paducah, Inc. is a Kentucky corporation with its principal office located in Owensboro, Kentucky.

2.3 Defendant Daymar Holdings, Inc. is incorporated under the laws of Tennessee with its principal office located in Owensboro, Kentucky. Daymar Holdings, Inc. wholly owns Draughons Junior College, Inc.

2.4 Defendant Draughons Junior College, Inc. owns and operates for profit post-secondary schools as "Daymar College" in Bowling Green and Russellville, Kentucky. Its principal office is also located in Owensboro, Kentucky.

2.5 Defendant Daymar Colleges Group, L.L.C. is a Kentucky limited liability company and its principal office is also located in Owensboro, Kentucky.

2.6 Defendant Estate of Mark Gabis is also located in Owensboro, Kentucky.

2.7 This Court has jurisdiction over the subject matter, issues and parties to this Consent Decree and venue is proper in Daviess County, Kentucky pursuant to KRS 367.190.

2.8 Certain provisions of Kentucky's Consumer Protection Act govern Daymar Defendants' business practices.

2.9 The Kentucky Attorney General is the proper party to commence these proceedings under the authority of KRS 367.190 and by virtue of his statutory and common law authority to protect the interests of the citizens of the Commonwealth of Kentucky.

III. DEFINITIONS

3.1 **"Clear and Conspicuous"** or **"Clearly and Conspicuously"** when referring to a statement or disclosure, shall mean that such statement or disclosure is disclosed in such size, color, contrast, location, duration, and audibility that it is readily noticeable, readable and understandable. A statement may not contradict or be inconsistent with any other information with which it is presented. If a statement modifies, explains, or clarifies other information with which it is presented, it must be presented in proximity to the information it modifies, in a manner readily noticeable, readable, and understandable, and it must not be obscured in any manner. Audio disclosure shall be delivered in a volume and cadence sufficient for a consumer to hear and comprehend it. Visual disclosure shall be of a size and shade and appear on the screen for a duration sufficient for a consumer to read and comprehend it. In a print advertisement or promotional material, including, but without limitation, point of sale display or brochure materials directed to consumers, the disclosures shall be in a type size and location sufficiently noticeable for a consumer to read and comprehend, in a print that contrasts with the background against which it appears. In a separate agreement, the "Side Agreement", the parties will agree that certain forms, provisions within a form, statements, disclosures, and examples

meet the “clear and conspicuous” and/or “clearly and conspicuously” standard. Thereafter, the use of the agreed upon forms shall not constitute a violation of this Consent Decree.

3.2 **“Median Debt for Completers”** means the median loan debt required to be disclosed under 34 CFR 668.6(b)(v) until the Secretary of the United States Department of Education, or the Secretary's designee, calculates the median loan debt for students who completed the program under 34 CFR 668.413(b)(4) and as that regulation may be amended or recodified, at which time such median loan debt calculated for students who completed the program shall be the "Median Debt."

3.3 **“Program Cohort Default Rate”** means the program cohort default rate calculated by the Secretary of the United States Department of Education, or the Secretary's designee, under 34 CFR 668.413(b)(13) and as that regulation may be amended or recodified.

3.4 **“Program Completion Rate”** means the program completion rate for full-time Students as calculated by the Secretary of the United States Department of Education, or the Secretary's designee, under 34 CFR 668.413(b)(1) and as that regulation may be amended or recodified.

3.5 **“Program of Study”** shall mean a series of courses, seminars, and other educational programs offered in the United States, for which Daymar charges tuition and/or fees, and which may lead to the award of a degree, certificate, diploma, or other indication of completion.

3.6 **“Effective Date”** shall mean the date of entry by the Court.

3.7 **“Total Cost of Attendance”** shall have the meaning as defined in 20 U.S.C.

10871l.

IV. COMPLIANCE PROVISIONS

Each of the following provisions shall only apply within the Commonwealth of

Kentucky

4.1 Defendants shall not engage in any violations of the Kentucky Consumer Protection Act, KRS 367.010 *et seq.*

REQUIRED DISCLOSURES AND NOTIFICATIONS

4.2 At the FA1 meeting and at least 24 hours before obtaining students' signed enrollment agreements, Daymar Defendants shall provide to prospective students a paper copy of the "Know Before You Owe" form for the program(s) of interest to the prospective student. An example of the form is attached as Exhibit B. Daymar Defendants shall also email a copy of the "Know Before You Owe" form to prospective students. The Daymar Defendants shall also provide a copy to students via the "Student Portal". In a Side Agreement, the parties have agreed that Exhibit B complies with this provision. The "Know Before You Owe" form shall contain the following truthful information:

- (a) The total amount of tuition, fees and books the student is expected to incur to complete his/her Program of Study;
- (b) The Median Debt for Completers for the most recent reporting period.
- (c) The Program Cohort Default rate for the most recent reporting period;
- (d) The Program Completion Rate for the most recent reporting period and
- (e) The Transferability of Credits Disclosure; "Transferability of Credits

Disclosure" means a disclosure with respect to the transferability of Daymar credits. Such disclosure shall state as the first sentence: "It is unlikely that any credits earned at Daymar (even

if a degree is awarded) will be transferable to, or accepted by, any institution other than a Daymar school.”

(f) “Median Earnings for Completers” for the most recent reporting period.

“Median Earnings for Completers” means the median earnings for students who completed the program as calculated by the Secretary of the United States Department of Education, or the Secretary's designee, under 34 CFR 668.413(b)(8) and as that regulation may be amended or recodified.

The Parties agree that until “Median Earnings for Completers,” “Program Cohort Default Rates,” and “Program Completion Rates” data becomes available from the U.S. Department of Education, the form will not contain those disclosures, however Daymar will add those disclosures once the data becomes available and will disclose its institutional Cohort Default Rates, which is the Official Cohort Default Rate as defined under 34 CFR 668.201(i) and as that regulation may be amended or recodified until the Program Cohort Default Rates (as defined herein) are available from the Department of Education. The Parties agree to meet and confer concerning revisions in the disclosure to incorporate the above elements as they become available.

In the event a Daymar Defendant seeks to modify or avoid the obligation of provision (4.2) with respect to a non-Title IV Program of Study, should such program(s) be offered in the future, the named Daymar Defendant and the Office of the Attorney General shall meet and confer.

4.3 In any authorization regarding the Title IV Credit Balance, the Daymar Defendants shall **Clearly and Conspicuously** disclose to any student all of his/her rights regarding any credit balance in a manner consistent with the applicable federal regulations,

including the option for the student to directly receive any remaining credit balance him/herself or his/her parent in appropriate circumstances. In any Title IV Credit Balance Waiver or other similar authorization addressing the application of the Title IV credit balance, Daymar Defendants shall: (a) define Title IV Credit Balance to mean when the college applies Title IV, Higher Education Act ("HEA") program funds to a student's account and the total amount of these funds exceeds the amount of direct education cost for tuition and fees, room and board and/or other authorized charges for a program with the college; (b) inform the student that he/she is not obligated to authorize any other charges, other than those indicated in (a) above, to be paid from his/her student account for any educationally related activities; (c) in a **Clear and Conspicuous** manner, provide a separate option for a student to have the Title IV Credit Balance paid directly to him/her; (d) specify the time period covered by the authorization; and (e) **Clearly and Conspicuously** explain how to cancel or modify the authorization. In the event a student or parent cancels an authorization to hold excess funds, the Daymar Defendants must pay the funds directly to the student or parent as soon as possible but no later than 14 days after the credit balance is created. Daymar must pay the funds without requiring further action or authorization from the student. In a side agreement, the parties have agreed upon a document that meets these requirements.

4.4 The Daymar Defendants shall notify students in a timely, **Clear and Conspicuous** manner when the student has a Title IV credit balance or receives other funds. In instances where students have elected to return the credit balance to a lender to reduce loan debt, the student shall receive notice of the date and the amount returned to the named lender. In instances where students have elected to receive a credit balance paid to him/her under the federal regulations or in any other instance where a student is entitled to have certain monies

from student aid paid to him/her or to a third-party on the student's behalf, the Daymar Defendants shall provide such amounts to the students or on the students' behalf as soon as possible, but in no event later than required by law. In a side agreement, the parties have agreed upon a document that complies with this provision.

4.5 Daymar Defendants must post tuition and fee charges to students' accounts, prior to or simultaneous with the drawing down of funds so that the creation of a credit balance is not delayed.

4.6 If Daymar Defendants adopt a policy where the cost of textbooks and supplies are not included in the tuition charge, the Daymar Defendants shall provide the Textbooks and Supplies disclosure to students prior to enrollment and each time the student is repackaged. "Textbooks and Supplies Disclosure" means a disclosure with respect to students' rights to purchase textbooks and supplies for use at Daymar using their Title IV or other educational aid or private funds from any source. Further, should such policy be adopted, Daymar Defendants shall obtain a written acknowledgment from the student prior to obtaining a Cash Payment Plan agreement (or similar payment agreement) from the student that the Daymar Defendants have **Clearly and Conspicuously** disclosed that the student understands he/she is not obligated to purchase textbooks or supplies from Daymar and that the student understands that to the extent he/she is eligible, he/she can use his/her Credit Balance refunds and excess aid to purchase textbooks and supplies from another vendor and Daymar financial aid personnel will provide information on how students may access their aid for such purposes. In the event such a policy is adopted, the parties agree to work in good faith to implement language for such a disclosure.

4.7 The Daymar Defendants shall **Clearly and Conspicuously** disclose to students:

(a) all charges including tuition, fees, books and supplies for educationally related activities

which the student incurs prior to the end of the applicable payment period or loan period; and (b) the application of funds for tuition, fees, books, supplies and educationally related activities which the student incurred in a prior award year. In a side agreement, the parties have agreed that the Estimated Financial Aid Plan and the student ledger documents comply with this provision.

4.8 The Daymar Defendants shall **Clearly and Conspicuously** disclose to students in sufficient detail so that the parent/student knows what charges the Title IV Funds will cover. In a side agreement, the parties have agreed upon a document that complies with this provision.

4.9 The Daymar Defendants shall **Clearly and Conspicuously** provide students through the Student Portal, the title of textbooks, the edition and the ISBN information for all books and a detailed itemization of all required course supplies at least ten (10) days prior to the commencement of classes. "Student Portal" shall mean a web-based system used by Daymar Defendants to provide enrollment and financial information to current students.

4.10 Daymar Defendants shall provide the Transferability of Credits Disclosure on its website and its catalog(s). If the Daymar Defendants make any representation that its credits will transfer to other institutions, then Daymar shall, in addition to the foregoing, **Clearly and Conspicuously** (1) list such school(s) with articulation agreements with Daymar, (2) list the classes for which the receiving institution allows credits to transfer pursuant to such Articulation Agreement, (3) disclose any conditions upon the acceptance of transferred credits pursuant to the Articulation Agreement and (4) disclose that credits are accepted by the receiving institution for elective credit only pursuant to the Articulation Agreement, if that is the case. In a side agreement, the parties have agreed upon a disclosure that complies with this provision.

4.11 The Daymar Defendants shall **Clearly and Conspicuously** publish on the Daymar Defendants' website the job placement rate for each program that is reported to ACICS

on the most recent Campus Accountability Report. In a side agreement, the parties have agreed upon a document that complies with this provision. This information shall be accessible via a **Clear and Conspicuous** link on the Daymar home page and the student portal. Daymar shall also **Clearly and Conspicuously** disclose in its catalog where the job placement rates for each program may be accessed on its website and are accessible on the Student Portal.

4.12 Any Daymar Defendant that operates an institution that offers a nursing program shall publish on its website the pass rate of Daymar students for the most recently published NCLEX licensure examinations.

4.13 Daymar Defendants shall **Clearly and Conspicuously** disclose to students the annual and aggregate Title IV loan limits and the uses for which aid is available including but not limited to tuition, fees, books and living expenses, consistent with federal and state law. If the estimated budget worksheet indicates that a student will be personally obligated to pay a sum of money in excess of their state and federal financial aid, then that student shall be presented with documentation that will include the schedule of payments owed to Daymar. The Daymar Defendants shall not engage in the practice of certifying loans in an amount needed to only cover school charges unless the student has been advised of his/her rights to obtain aid for other educationally related expenses and has declined to request any other legally available aid or Daymar has provided the certification required by federal law. In a side agreement, the parties have agreed upon documents that comply with this provision.

4.14 Daymar Defendants agree to **Clearly and Conspicuously** disclose to students Daymar's admissions criteria in the applicable campus catalog for all programs.

4.15 If subsequent to the Effective Date the Attorney General becomes aware of information that indicates there is unfair, false, misleading or deceptive conduct, or otherwise

believes that it is in the public interest that the information being provided to students should be modified, the parties agree that upon Notice to Daymar Defendants, the parties will meet and confer to address the matter raised by the Attorney General.

PROHIBITIONS AND REQUIRED CONDUCT

4.16 The Daymar Defendants may represent to prospective or current students the availability of employment or number of available jobs in any career field only if the representation can be substantiated through a statistic that is published by a federal or state governmental entity for the region within which the campus is located.

4.17 Any representation regarding the necessity of a program as a prerequisite for employment in a specific field shall only be made if there is an existing legal requirement, written industry standard or if the representation can be substantiated through a statistically valid analysis. In a side agreement, the parties have agreed that the Program Licensure and Accreditation disclosure does not conflict with this provision.

4.18 The Daymar Defendants agree to continue their practice of obtaining criminal background reports for students seeking to enter the Cardiographic Technology, Criminal Justice, Dental Assisting, Medical Massage Therapy, Nursing, Pharmacy Technology and Physical Therapist Assistant programs. The Daymar Defendants shall (a) disclose that a criminal record may disqualify such student from employment, and (b) require the student's acknowledgment of such disclosure in writing at or before the time of enrollment. If Daymar Defendants know that a statutory or regulatory requirement or prohibition will disqualify a student with a criminal record from employment or licensure in the field for which the Program of Study is a prerequisite, then Daymar Defendants shall not enroll the student in such program.

The parties agree that Daymar indicates it is currently unaware of any statutory or regulatory prohibition of the employment of persons with a criminal record, other than statutes or regulations relating to licensure. The Daymar Defendants agree that they will abide by this provision should Daymar Defendants become aware of such regulation or statute (including any regulation or statute enacted in the future).

4.19 Daymar Defendants shall not enroll students in the Medical Massage Therapy program if completion of the program does not qualify such students for licensure in massage therapy or to take the licensure exams required to be employed as a Massage Therapist in the state in which:

(a) (1) the Daymar campus is located; or

(2) the prospective student resides, if the student resides in a different state from the on-ground campus;

Provided, however, that this prohibition shall not apply if the prospective student has notified Daymar Defendants in writing that the student intends to seek employment in a state where the program does lead to immediate licensure or qualification to take the exams required for licensure.

Daymar Defendants shall not enroll students in the Nursing program if completion of the program does not qualify such students for licensure in Nursing or to take the licensure exams required to be employed as a Nurse in the state in which:

(b)(1) the Daymar campus is located; or

(2) the prospective student resides, if the student resides in a different state from the on-ground campus;

Provided, however, that this prohibition shall not apply if the prospective student

has notified Daymar Defendants in writing that the student intends to seek employment in a state where the program does lead to immediate licensure or qualification to take the exams required for licensure.

For other Programs of Study that prepare students for employment that require students to obtain state licensure or state authorization for such employment (which is currently limited to the Pharmacy Technology program), Daymar Defendants shall not enroll students in the Program of Study if completion of the Program of Study does not qualify such students for licensure or to take the exams required for licensure to be employed in the job for which the Program is designed as a preparatory course in the state in which:

(c)(1) the Daymar campus is located, if the Program of Study is offered at an on-ground campus;

(2) the prospective student resides, if the student resides in a different state from the on-ground campus; or

(3) the prospective student resides if the Program of Study is offered online.

This provision shall be deemed to apply within the Commonwealth of Kentucky as it pertains to prospective students for any Kentucky on-line program and to any Kentucky resident seeking admission to any on-line program offered by Daymar Defendants.

4.20 In connection with the recruitment of any prospective students, Daymar Defendants are prohibited from violating the Kentucky Consumer Protection Act, KRS 367.110 et seq.

4.21 In connection with any communication with current or prospective students, Daymar Defendants shall not represent that a “recommendation” is required for acceptance into a Program of Study or that an admissions representative must recommend the student for

acceptance prior to admission unless such recommendation is an independent requirement for admission and is expressly stated in the catalog.

4.22 In connection with any communication with current or prospective students, Daymar Defendants shall not make any false, deceptive, or misleading statements or guarantees concerning student outcomes by:

- (a) misrepresenting that students will be assured a job or employment following graduation; or

- (b) misrepresenting how many of the student's credits will transfer in or out of the institution, or representing to the student that any credits obtained while attending the institution are transferable (unless Daymar receives written assurance from another institution or transfer of credits is assured through an articulation agreement or is required by state law).

4.23 In connection with any communication with current or prospective students concerning financial aid, Daymar Defendants shall not:

- (a) make any false, deceptive, or misleading statements concerning the availability or nature of any financial assistance or whether a student will receive financial aid or any particular amount of financial aid;

- (b) guarantee a student particular military or veteran benefit without proper documentation on file; or

- (c) claim that financial aid or military funding will cover the entire costs of tuition, the costs of books or supplies, or the costs of attending a Program of Study, including living expenses, if such is not that case.

4.24 Daymar Defendants shall not make false, deceptive, or misleading claims to prospective students or students by misrepresenting:

- (a) whether the Program of Study will qualify a student to sit for licensure exam, if any;
- (b) the types of licensure exams students are eligible to sit for;
- (c) the states where completion of the Program of Study will qualify a student to take an exam or attain immediate authorization to work in the field of study, or
- (d) the passage rates of graduates from that Program of Study.

4.25 Defendants shall not make false, deceptive or misleading claims to students and prospective students regarding the following:

- (a) the names, number, availability and qualifications, including the training and experience, of faculty members;
- (b) the course credits and any requirements for satisfactorily completing a Program of Study, such as clinicals, internships, and externships;
- (c) the time it takes for students to complete the program and the percentages of students who complete the program for each of its offered Programs of Study.

4.26 Daymar Defendants shall not make false or misleading claims to prospective students regarding actual or potential financial obligations the student will incur regarding a Program of Study, including but not limited to:

- (a) the Total Cost of Attendance; as defined in 20 U.S.C. 1087ll.
- (b) the Anticipated Total Direct Cost the student will incur to complete the

Program of Study; “Anticipated Total Direct Cost” means the estimated cost of tuition, fees, books and supplies to complete a Program of Study at a Daymar institution.

- (c) the Program Cohort Default Rate;
- (d) the Median Debt of Completers of each Program of Study and
- (e) the Median Earnings for Completers.

4.27 If Daymar Defendants adopt a policy where the cost of textbooks or supplies is not included in the tuition charge, in addition to the requirements in paragraph 4.6, Daymar Defendants may not compel students to purchase such items from Daymar, nor take steps to impede students’ access to student aid. Further, Daymar Defendants shall provide information to students who desire to purchase items from other vendors and upon request provide financial aid counseling on how to obtain the student’s student aid funds to make such purchases from other vendors. Additionally, if such policy is adopted, Daymar Defendants further agree that they will not escort classes to the bookstore or visit select students in class in an effort to give students the impression that they are required to purchase their books from the Daymar Defendants’ bookstore.

4.28 Prior to obtaining a Cash Payment Plan agreement (or similar payment agreement) from a student, Daymar Defendants shall obtain a written acknowledgment from the student that the Daymar Defendants have **Clearly and Conspicuously** disclosed the Total Cost of Attendance for the loan period as well as an itemization of the student’s award package. In a side agreement, the parties have agreed upon a document that complies with this provision.

4.29 Daymar Defendants agree to strictly adhere to its admissions criteria and established policy, as set forth in its applicable campus catalogs, ensuring that all enrolled students are afforded equal educational opportunities. If a student does not meet Daymar’s

minimum assessment test score for admission as reflected in the applicable campus catalog, then prior to enrollment in any other courses, the Daymar Defendants will provide developmental training approved by the Kentucky Council on Postsecondary Education (“CPE”), in the form of a free remedial educational program for those students Daymar reasonably deems would benefit from such training. If Daymar admits students not meeting its minimum assessment score, Daymar shall document its decision making process for determining that the student has the ability to successfully complete the Program of Study and obtain employment in the field. This documentation shall remain in the student’s file.

4.30 The Daymar Defendants will only hire qualified faculty members whose credentials meet or exceed ACICS and CPE requirements for the program and the course level in which the instructor teaches. Daymar agrees to submit to CPE in the spreadsheet attached as Exhibit C information regarding all faculty employed by Daymar on a part or full time basis and their respective assigned courses, within 10 days before the start of the next term after the Effective Date. Thereafter, for a period of 2 years from the effective date, for any new faculty, or for any faculty assigned courses for which their current credentials have not previously been approved by CPE under this Consent Decree, Daymar shall submit to CPE on the spreadsheet attached as Exhibit C faculty and course information at least 10 days (or as soon as practicable in the case of last minute changes) prior to the commencement of each term such previously unapproved faculty who are scheduled to teach. Daymar Defendants shall provide curriculum vitae of faculty and full course descriptions and syllabi upon request of CPE.

4.31 The Daymar Defendants agree to maintain facilities, equipment and materials that meet or exceed the standard or determination made by CPE and/or ACICS for all Programs of

Study. The Daymar Defendants agree to have the equipment and materials available for all programs/classes no later than the first day of classes.

4.32 Daymar shall document the reasonable measures taken to arrange and facilitate sufficient placements for students in internships, externships, practicums, or clinicals that are prerequisites for graduation, licensure, or certification. These measures will be retained in the career services file.

4.33 The Daymar Defendants agree to conduct free, bi-monthly career-services workshops. Said workshops shall be made available to current as well as past students and will address topics such as creating a resume, updating a resume, filling out job applications, how to search for employment (how to perform internet searches and identify other resources to search depending on program (i.e. paralegal – KBA, LBA, etc.), interviewing skills, how to “dress for success”, ethics, teamwork, etc. This requirement will remain in effect until June 30, 2017. Current students will be notified through the Student Portal. Former students shall be notified by the Student’s last known email and by publishing said information on Daymar’s website.

4.34 Daymar agrees, to provide a free “skills” class for all first term students beginning the academic term following Effective Date of this Consent Decree. This course shall be required and shall address such topics as study skills, organization, literacy, financial skills and interest inventories. This requirement will remain in effect until December 31, 2018.

4.35 All Students who after the Effective Date enroll in any fully online Program of Study at a Daymar institution shall be permitted to withdraw within twenty-one (21) days of the first day of the student’s first term or first day of class, whichever is latest in time. All students who after the Effective Date enroll in any on-ground Program of Study at a Daymar institution shall be permitted to withdraw within twenty-one (21) days of the first day of the student’s first

term or first day of class, whichever is latest in time, at the Daymar institution in which the student enrolled. If the student's first term is a six-week mid-start term, students shall be permitted to withdraw within fourteen (14) days of the first day of the student's first mid-start term or within fourteen (14) days of the student's first day of class for the student's first mid-start term, whichever is latest in time. For students enrolled in a program measured in clock-hour increments, students shall be permitted to withdraw within the first one hundred (100) clock-hour increments of their first payment period for the program. Daymar shall not hold a student who withdraws pursuant to this paragraph liable for any tuition and fees associated with attending classes and shall return to grantors or lenders any grants and financial aid received for or on behalf of the student. Under no circumstances shall the time of a student's attendance in the orientation program required pursuant to paragraph 4.29 be included in the twenty-one (21) day or fourteen (14) day period required pursuant to this paragraph. The existence of the refund periods shall be **Clearly and Conspicuously** disclosed by Daymar in The Student Enrollment Agreement and campus catalogs. In a Side Agreement, the parties have agreed upon documents which comply with this provision.

4.36 Except for the class for the remedial program referenced in paragraph 4.29, and the separate twenty-one (21) day, one hundred (100) clock-hour and fourteen (14) day refund periods required pursuant to paragraph 4.35, when a Student withdraws from a Program of Study, Daymar may retain or be entitled to payment for a percentage of any tuition and fees and other educational costs earned, based on the percentage of the enrollment period attended by the student. Daymar's institutional policy with respect to calculating the percentage of tuition and fees and other educational costs earned shall match the U.S. Department of Education's calculation of the percentage of Title IV aid that Daymar would be permitted to retain upon

student withdrawal. Daymar shall comply with all state and federal record-keeping requirements for documenting student attendance and determining dates of withdrawal. The refund policy shall be **Clearly and Conspicuously** disclosed by Daymar in The Student Understands and campus catalogs. In a Side Agreement, the parties have agreed upon a document which complies with this provision.

4.37 Daymar Defendants agree to comply with all pre-existing New Beginnings Program Agreements entered into such that Daymar Defendants agree to forgo collection efforts on, and to set aside and forgive the outstanding balance due to Daymar College for any prior enrollment upon the successful completion of the second enrolled program.

COMPLIANCE PLAN

4.38 The Attorney General has appointed and the Court confirms that the Honorable Robert E. Cooper, Jr., shall serve as the Compliance Monitor to oversee the Daymar Defendants' compliance with the provisions of this Consent Decree as set forth below. The Compliance Monitor may act directly or through his staff, agents, employees, contractors, and representatives in overseeing Daymar's compliance. The Compliance Monitor shall inform the Daymar Defendants in writing of any such person who will be interacting directly with any employee of a Daymar Defendant with the exception of professional "mystery shoppers" as set forth below. It is expressly understood per paragraph 4.38(c)(3) below that the Compliance Monitor may utilize professional "mystery shoppers" to monitor Daymar Defendants' interactions with prospective students in meetings with admissions representatives and financial aid representatives and that use of mystery shoppers is not prohibited so long as done in accordance with the terms of this Consent Decree.

(a) The Compliance Monitor shall be appointed for a term of two years to begin

on the Effective Date.

Costs of the Compliance Monitor

(b) Daymar Defendants shall pay all reasonable and necessary costs of the Compliance Monitor in an amount not to exceed two hundred fifty thousand dollars (\$250,000). Daymar shall pay such costs on a monthly basis within 30 days of receipt of an invoice approved by the Attorney General; provided that Daymar shall not be required to remit payment of more than \$10,416.67 per month [$\$250,000 \div 24$ months]. If a monthly invoice exceeds \$10,416.67, the excess amount shall be carried over to the following billing cycle(s) until paid. In no event shall Daymar be required to pay more than \$250,000.

Powers and Duties of the Compliance Monitor

(c) The Compliance Monitor shall independently review Daymar Defendants' compliance with the terms of this Consent Decree as set forth below and may visit Daymar Defendants on not more than four occasions per campus, per year, excluding mystery shoppers, as set forth herein. In furtherance of this purpose, the Compliance Monitor shall be permitted to:

- 1) observe admissions representatives' training sessions designed to cover compliance with this Consent Decree to determine whether the sessions have adequate training regarding the requirements of paragraphs: 4.2, 4.6 (if applicable), 4.9, 4.10, 4.11, 4.12, 4.14, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24, 4.25, 4.26 and 4.29 and observe financial services representatives' training sessions designed to cover compliance with this Consent Decree to determine whether the sessions have adequate training regarding the

requirements of paragraphs 4.2, 4.3, 4.4, 4.5, 4.6 (if applicable), 4.7, 4.8, 4.9, 4.13, 4.23, 4.26, 4.27 and 4.28;

2) prior to observing the training sessions described in 4.38(c)(1) above the Compliance Monitor may review materials used to train admissions representatives regarding compliance with paragraphs 4.2, 4.6 (if applicable), 4.9, 4.10, 4.11, 4.12, 4.14, 4.16, 4.17, 4.18, 4.19, 4.20, 4.21, 4.22, 4.23, 4.24 4.25, 4.26 and 4.29 and materials to train student financial services representatives regarding compliance with paragraphs 4.2, 4.3, 4.4, 4.5, 4.6(if applicable), 4.7, 4.8, 4.13, 4.23, 4.26, 4.27 and 4.28.

3) review transcripts, recordings, and/or reports, if any, related to any telephone calls or meetings between admissions representatives or student financial services representatives, on the one hand, and prospective students, on the other. Utilizing the funds paid to the Compliance Monitor pursuant to paragraph 5.1 below, the Compliance Monitor may, *inter alia*, utilize professional “mystery shoppers” to interact with admissions representatives or financial services representatives so long as the “mystery shopper” makes an audio recording of any interaction with any Daymar employee; a “mystery shopper” is a person hired to pose as a prospective student and secretly collects information regarding an admissions representative’s or student financial service representative’s compliance with this Consent Decree;

4) review Daymar Defendants’ websites to ensure compliance with paragraphs 4.10, 4.11, 4.12 and 4.33;

5) review the Daymar Defendants’ catalogs to ensure compliance with

4.10, 4.11, 4.14, 4.29, 4.35, 4.36 and 4.38 (c)12;

6) review the Daymar Defendants' student files and/or student ledgers to ensure compliance with 4.2, 4.3, 4.4, 4.5, 4.6 (if applicable), 4.7, 4.8, 4.13, 4.18, 4.19, 4.27, 4.29, 4.35, 4.36 and 4.37;

7) review Daymar Defendants' student portal to ensure compliance with 4.2, 4.4, 4.9, 4.11 and 4.38 (c)12;

8) review career services' files to ensure compliance with 4.32;

9) review Daymar Defendants' documents referenced in paragraph 4.39 in conjunction with student ledgers to ensure compliance with 4.39 and review Daymar Defendants' "hold notice" directive to ensure compliance with 4.40 of the Consent Decree;

10) monitor Daymar Defendants' compliance with its obligations in paragraph 4.2, 4.6, 4.33 and 4.34;

11) monitor Daymar Defendants' compliance with data reporting requirements imposed by paragraph 4.2 of this Consent Decree;

12) review written complaints made by students to the Campus President or that have been forwarded to the Campus President and documents reflecting oral complaints made by students or parents of students to the Campus President or that have been forwarded to the Campus President that potentially concern or relate to Daymar's acts or practices in the areas of admissions, financial aid, faculty qualifications, books, quality of

facilities or equipment, transferability of credits, disclosures and licensure; and be permitted to review documents reflecting the resolution of such complaints. Daymar's complaint process will be disclosed to Students in the applicable campus catalog and on the student portal. In a Side Agreement, the parties agree to a disclosure that meets this requirement.

Further, the Compliance Monitor may review complaints made by students to Daymar's accreditors, the Attorney General, the Better Business Bureau, or any state or federal governmental body after the Effective Date of this Consent Decree that potentially concern or relate to Daymar's acts or practices in the areas noted above.

13) review Daymar Defendants' institutional and programmatic accreditation status to verify compliance with this Consent Decree;

14) review Daymar Defendants' advertisements, marketing material and other public-facing media to verify that such materials do not conflict with the requirements of paragraphs 4.2, 4.6 (if applicable), 4.10, 4.11, 4.14, 4.16, 4.17, 4.22, 4.23, 4.24, 4.25, 4.26, 4.30 and 4.31 of this Consent Decree;

15) review communications with students and prospective students in the possession of Daymar Defendants in students' admissions files, financial aid files, in Campus Vue and on the student portals;

16) in consultation with CPE review Daymar Defendants' compliance with 4.30 to ensure Daymar submits required faculty and course information and complies with any CPE directive concerning faculty; and

17) review financial aid files to ensure Daymar Defendants' compliance

with the requirement to provide students information about accessing Title IV aid to purchase books and supplies from third-party vendors in the event Daymar Defendants adopt a policy of not including the costs of textbooks and supplies in the price of tuition.

(d) The Compliance Monitor shall make a good faith effort to perform his/her duties in a manner designed to cause minimal disruption to Daymar Defendants' activities. In this regard, Daymar Defendants shall designate senior officials to serve as the primary points of contact for the Compliance Monitor in order to facilitate the Compliance Monitor's performance of the duties set forth herein. The Compliance Monitor shall schedule his visits with the designated contacts at least thirty days in advance and shall communicate any requests for documents, materials, or access to staff to the designated contacts. The Compliance Monitor shall have reasonable access to employees necessary to perform the duties set forth in the Compliance Plan. "Reasonable access" for purposes of this subparagraph includes disclosing the identity of any employee or former employee if the identity is requested by the Compliance Monitor and can be determined by Daymar Defendants, providing appropriate times and locations for employee interviews and providing the most recent contact information available. The employee interviews shall be limited to matters related to the Monitor's work under paragraph 4.38(c) of the Consent Decree and Daymar Defendants shall be given reasonable notice of such interviews and the right for counsel or other representatives to attend same. For purposes of this subparagraph, former employees means persons who were employed by Daymar Defendants while this Consent Decree was in effect and who agree to cooperate with Daymar Defendants and/or meet with the Compliance Monitor.

Additionally, the Compliance Monitor shall have reasonable access to students and student files while conducting Daymar Defendants' campus visits. "Reasonable access" for the purpose of

this paragraph shall mean the Compliance Monitor's ability to interview up to four (4) students and review ten percent (10 %) or 20 student files, whichever is less; notwithstanding the foregoing the Compliance Monitor shall be permitted to review up to ten files per campus visit. At least 30 days prior to a visit, the Compliance Monitor may identify students from directory information provided by Daymar for all current students attending Daymar College to the extent permissible under FERPA (20 U.S.C. §1232g; 34CFR Part 99). The Compliance Monitor may inform the Daymar Defendants of the identity of the students to be interviewed and student files selected for review. Thereafter, Daymar Defendants will request that the students identified for interviews participate in the interview and request that students selected for file review allow review of their file. Daymar shall provide the files of students agreeing to participate at least 7 days prior to any campus visit. If the maximum number of students do not agree to participate or allow access to their files, the process may be repeated until up to 4 students willing to be interviewed and 20 students willing to have their files reviewed are identified. The Compliance Monitor will also be afforded a private room to conduct said interviews at each campus visit as well as any follow-up interviews necessitated from student complaints.

(e) If at any time the Compliance Monitor believes that there is an undue delay, resistance, interference, limitation, or denial of access to any records permitted herein or to any employee or former employee deemed reasonably necessary by the Compliance Monitor to perform his duties set forth herein, the Compliance Monitor shall meet and confer with the designated Daymar Defendants' officials referenced in paragraph 4.38(d). If the Compliance Monitor cannot resolve such limitation or denial, it shall be immediately reported to the Attorney General. If at any time a Daymar Defendant believes that the Compliance Monitor is seeking

materials or information exceeding the scope of his duties set forth herein, the Daymar Defendant shall inform the Attorney General.

(f) Nothing in this Consent Decree shall limit the ability of the Compliance Monitor or a Daymar Defendant to communicate at any time with the Attorney General regarding Defendants' conduct.

(g) If at any time while performing the duties set forth herein, the Compliance Monitor believes that a Daymar Defendant may be in violation of the Consent Decree, then within thirty days the Compliance Monitor shall notify Daymar Defendants of the specific provision of the Consent Decree he believes has been violated, the relevant facts, collect the reasonable additional facts the Compliance Monitor deems necessary, seek Daymar's position as to the practice, pattern, or egregious act of non-compliance and related instances of individual violations. After consulting, the Compliance Monitor and Daymar may agree to devise an action plan to address any remaining assertion of non-compliance by the Compliance Monitor, including a reasonable period for corrective action and implementation of such plan. If after consulting, the Compliance Monitor asserts that Daymar is in substantial violation and to the extent that the Compliance Monitor and Daymar are unable to agree to an action plan, the Compliance Monitor shall inform the Attorney General and the Attorney General shall meet and confer with Daymar regarding the issue. If after meeting with Daymar, the Attorney General asserts that Daymar has substantially violated the Consent Decree, and has failed to cure after the thirty day cure period set forth in paragraph 7.1 of this Consent Decree, the Attorney General may take whatever action he deems necessary, including but not limited to bringing a motion to enforce this Consent Decree, filing a new original action, conducting further investigation, or attempting to negotiate a corrective action plan directly with Daymar.

1) At a reasonable time following the consultation between the Compliance Monitor and Daymar and following a period for the completion of any action plan, in the event the Compliance Monitor continues to maintain that Daymar is substantially violating the Consent Decree, the Compliance Monitor shall provide a report to the Attorney General and to the Daymar Defendants setting forth:

- i) a description of the practice or pattern of non-compliance and related instances of individual violations of the Consent Decree (including the relevant facts);
- ii) a description of the corrective action plan;
- iii) a description of why the Compliance Monitor maintains that the Daymar Defendant is in substantial non-compliance; and,
- iv) a description of Daymar's views as to the foregoing matters.

2) The Attorney General agrees that his representatives will meet and confer with Daymar Defendants concerning the subject of the action before filing any action related to this Consent Decree, so long as Daymar makes necessary representatives available to meet and confer in a timely manner. However, the Attorney General may take any action where the Attorney General reasonably concludes that, because of a specific practice, a threat to the health, safety, or welfare of the citizens of the Commonwealth exist, or the practice creates an emergency requiring immediate action.

Oversight and Compliance

(h) The Compliance Monitor shall to the extent practicable perform the duties requiring access to Daymar premises and staff set forth herein through no more than four visits to a Daymar campus or facility. Should a problem be discovered that warrants more visits, the Compliance Monitor is not prohibited from scheduling additional reasonable visits. These visits

shall be scheduled at least thirty days in advance through communication between the Compliance Monitor and the designated Daymar Defendant officials referenced in paragraph 4.38(d). At a reasonable time after each visit, the Compliance Monitor shall meet with the designated Daymar Defendant officials referenced in 4.38(d) in order to discuss any facts, matters, issues, or concerns that may arise as a result of the Compliance Monitor's performance of duties herein. The purpose of these meetings is to permit Daymar to confer with the Compliance Monitor and address issues and concerns before they arise. In addition, the Compliance Monitor may in his discretion and on reasonable advance notice invite Daymar Defendant officials referenced in paragraph 4.38(d) and the Attorney General to meet and confer to the extent he deems it reasonably necessary for the administration of this Consent Decree.

(i) The Compliance Monitor shall identify only practices or patterns of substantial noncompliance by Daymar Defendants, if any, not isolated incidents, unless the Compliance Monitor determines that such incidents are indicative of Daymar Defendants' substantial non-compliance with the Consent Decree.

(j) Nothing herein shall constitute a waiver of the Attorney Client Privilege.

Miscellaneous Compliance Monitor Provisions

(k) Daymar Defendants agree not to base any adverse action against any employee on the fact that the employee has communicated with the Compliance Monitor.

(l) Hotline: Daymar shall operate a hotline whose number is published in Daymar's catalogs, website and on the student portal, which permits students to lodge concerns with Daymar Defendants anonymously. Daymar shall provide the Compliance Monitor access to any complaints or reports made through this hotline (whether made anonymously or not).

MONETARY TERMS

4.39 The Attorney General asserted claims in this case, inter alia, that the value of the education and the textbooks that Daymar students received did not equal the amounts that Daymar charged the students. Therefore, the Attorney General, on behalf of students, contested student charges for educational services and books that were allegedly owed to Daymar. Defendants denied these claims. As partial consideration for the resolution of these claims, without any admission of wrongdoing, the Daymar Defendants agree to forgo efforts to collect amounts that the Daymar Defendants claim any former student whose final last day of attendance at a Daymar-Kentucky campus was between July 3, 2006 and July 26, 2012 owes to Daymar (this does not include debt that is owed to non-Daymar entities such as the federal government for federal student loans) in the aggregate amount of ELEVEN MILLION DOLLARS (\$11,000,000.00) and which are identified in a separate document that Defendants have provided to the Attorney General prior to the date of execution by the parties of this Consent Decree. Daymar Defendants have provided an attestation that the requirements of this paragraph have been completed. The Daymar Defendants also agree to correct or remove any reporting of collection activity regarding any amount on which it has agreed to forgo collection pursuant to this provision at Defendants' own expense.

4.40 Records retention. Daymar agrees to retain all records relevant to its performance under the Consent Decree for a period of not less than three years from the Effective Date.

V. PAYMENT TO THE OFFICE OF THE ATTORNEY GENERAL

5.1 Following entry by the Court of this Consent Decree, the Daymar Defendants shall pay a sum of One Million Four Hundred Thousand Dollars (\$1,400,000) to be paid in 15

equal monthly installments of Ninety-three Thousand Three Hundred Thirty-Three Dollars and Thirty-four Cents (\$93,333.34). The first payment shall be due seven (7) days from the Effective Date. The Daymar Defendants may pay some or this entire obligation at an earlier date. Payments shall be made payable to "Kentucky AG v. Daymar College Settlement Fund", care of Class Action Administrators, Inc., a claims administrator who the parties agree and the Court ORDERS shall serve as Claims Administrator to distribute these funds according to a Distribution Plan attached hereto as Exhibit D. The Office of the Attorney General shall retain Two Hundred Thousand Dollars (\$200,000) as its reasonable attorneys' fees and costs of investigation from which it shall pay the costs of the Claims Administrator and the remaining One Million Two Hundred Thousand Dollars (\$1,200,000) shall be paid to certain Daymar students according to the Distribution Plan incorporated herein as Exhibit D. The Daymar Defendants shall provide a spreadsheet to the Claims Administrator listing all students who started a term of study at a Kentucky Daymar campus beginning July 27, 2006 through July 27, 2011 and completed terms at a Kentucky Daymar campus between July 27, 2006 to July 27, 2011 and the number of terms each student completed between July 27, 2006 and July 27, 2011. The Class Action Administrator shall use this information in making distributions pursuant to Exhibit D of the Consent Decree. Daymar shall provide the Office of Attorney General a copy of the spreadsheet without students' personally identifiable information and an attestation as to the accuracy of the information so provided. In addition, the Daymar Defendants shall pay the costs of the Compliance Monitor in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000) in accordance with paragraph 4.38(b).

5.2 The Daymar Defendants shall be jointly and severally liable for all amounts that are due and owed under this Consent Decree.

5.3 Any payment amount due herein shall be made by certified check or money order payable to "Kentucky AG v. Daymar College Settlement Fund", and mailed to Class Action Administration, Inc. 6521 W 91st Ave, Westminster, CO 80031 Attention Matthew J. McDermott.

VI. RELEASE

6.1 Upon entry of this Consent Decree, and effective upon the payment of One Million Four Hundred Thousand Dollars, required herein and attestation by Daymar Defendants of compliance with the requirements of paragraph 4.39 the Commonwealth of Kentucky, ex rel. Jack Conway, Attorney General, releases and forever discharges the Defendants and their respective directors, officers, shareholders, employees, agents, representatives, executors or executrixes, successors, predecessors, and assigns ("Released Parties"), from the following: all civil claims, causes of actions, damages, restitution, fines, costs, and penalties that the Attorney General asserted or could have asserted against the Released Parties under the Kentucky Consumer Protection Act, KRS 367.110 et seq., or at common law based on the allegations in the Complaint prior to the date of this Consent Decree, whether known or unknown, foreseen or unforeseen. Released Claims do not include claims for violation of this Consent Decree or claims pursuant to any other statute or regulation (including, without limitation, environmental laws, tax laws, and criminal statutes and codes).

VII. ENFORCEMENT

7.1 In the event the Attorney General has provided notice of an alleged violation of the Consent Decree and a Defendant has failed to cure the alleged substantial violation within thirty (30) days of the notice, upon motion of the Attorney General, the Court may impose a

penalty for each violation of the Consent Decree and any other remedy allowed by law if it concludes that the Defendant has committed a substantial violation of this Consent Decree pursuant to KRS 367.990.

7.2 Nothing in this Consent Decree shall in any way preclude any investigation or enforcement under any legal authority granted to the Commonwealth of Kentucky for transactions not subject to this action.

7.3 Nothing in this Consent Decree shall constitute an admission of wrongdoing, evidence of any liability, fault, or wrongdoing, nor shall anything in this Consent Decree be construed or used as a waiver or limitation of any defense otherwise available to Defendants or of Defendants' right to defend themselves from or against any private individual or class claims or suits. The Court has made no finding that Defendants have used or employed a method, act or practice declared unlawful by Kentucky Consumer Protection Act, KRS 367.110 et seq. The parties agree to these provisions solely for purposes of settling this matter.

7.4 The Court retains jurisdiction over this action in order to take any further action deemed necessary to enforce or modify this Consent Decree, including but not limited to the application of KRS 367.990 and KRS 367.190 to award the Commonwealth judgment to the extent permitted by law for any costs, including attorney's fees, it incurs in the event of noncompliance by Defendants.

VIII. MISCELLANEOUS

8.1 The mailing of a copy of this signed and filed Consent Decree to Defendants or their attorneys shall constitute notice and acceptance by Defendants of all the terms of this Consent Decree; Defendants have waived the necessity of having a copy of this Consent Decree

served upon them. Any notice to the Defendants given pursuant to this Consent Decree shall be made via certified mail to:

Angela Curry
Daymar Colleges Group
2401 New Hartford Road
Owensboro, KY 42303

8.2 This Decree shall bind Defendants and Daymar Defendants shall be responsible for insuring that their successors, employees, officers, directors and assigns comply with the terms of this Consent Decree but shall not be binding on any unrelated third-party purchaser of any Defendant or of any asset of any Defendant or any unrelated third-party that is engaged to “teach out” students that attend a campus that is being closed.

8.3 Daymar Defendants shall provide a copy of this Consent Decree and an accurate copy of the material terms of this Consent Decree and the Side Agreement to the Daymar Colleges Group, LLC executive management team that has managerial responsibilities for the matters subject to this Consent Decree. Upon written request, Daymar Defendants will provide the Attorney General with proof it has completed this process within 30 days of the request.

8.4 Neither Defendants nor anyone acting on their behalf, shall state or imply or cause to be stated that this Consent Decree constitutes approval, authorization or endorsement by the Plaintiff of any act or conduct of the Defendants. As stated in paragraph 3.1 above, the Parties have agreed that the matters addressed in the Side Agreement meet the requirements of the Compliance Provisions contained herein.

IT IS SO ORDERED this _____ day of _____,

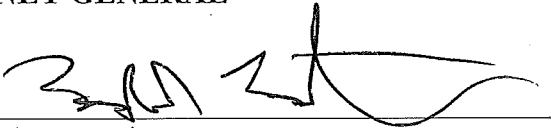
2015.

Davies Circuit Court Judge

**JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:**

**JACK CONWAY
ATTORNEY GENERAL**


BY: _____


Robyn Bender
Assistant Deputy Attorney General
Todd E. Leatherman
Executive Director
Dinah L. Koehler
Assistant Attorney General
Office of Consumer Protection
Office of the Attorney General
1024 Capital Center Dr., Suite 200
Frankfort, KY 40601
(502) 696-5389
ATTORNEYS FOR THE PLAINTIFF

DATE SIGNED: _____

9/8/15

DEFENDANTS, DAYMAR LEARNING, INC., DAYMAR LEARNING OF
PADUCAH, INC., DAYMAR HOLDINGS, INC., DRAUGHONS JUNIOR COLLEGE, INC.,
DAYMAR COLLEGES GROUP, LLC., AND THE ESTATE OF MARK A. GABIS

BY: 
President and C.E.O, Daymar Colleges Group

DATE SIGNED: 9-4-15

DEFENDANT, ESTATE OF MARK A. GABIS

BY: Winston E. Miller
Attorney for the Estate of Mark A. Gabis

DATE SIGNED: 9-4-15

1105546vv2



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

JACK CONWAY
ATTORNEY GENERAL

1024 CAPITAL CENTER DRIVE
SUITE 200
FRANKFORT, KENTUCKY 40601

July 10, 2015

Mr. Daniel Peterson
Daymar Colleges Group
2401 New Hartford Road
Owensboro, KY 42303

RE: SIDE AGREEMENT TO THE CONSENT DECREE IN COMMONWEALTH OF KENTUCKY, EX REL. JACK CONWAY, ATTORNEY GENERAL v. DAYMAR LEARNING, INC., ET AL.; DAVIESS CIRCUIT COURT 11-CI-01016

This letter is the Side Agreement referenced in paragraph 1.4 of the Consent Decree. Plaintiff, the Commonwealth of Kentucky, ex rel. Jack Conway, Attorney General, by and through Counsel, and Defendants through their attorneys agree that the Consent Decree and the Side Agreement set forth the entire agreement between the parties, and there are no representations, agreements, arrangements, or understandings, oral or written, between the parties relating to the subject matter of the Decree which are not fully expressed in the Consent Decree or in the Side Agreement.

The Parties also agree that certain forms, provisions within a form, statements, disclosures, and examples attached hereto and detailed below, adhere to the "Clear and Conspicuous" definition as defined in paragraph 3.1 as well as certain requirements within section IV of the Consent Decree as detailed below. Thereafter, the use of the agreed upon specific provision(s) within a form or the agreed upon forms shall not constitute a violation of the Consent Decree and further agree and acknowledge that any modification to any of the attached provisions and or documents may result in a violation of the Consent Decree. In the event that a Defendant desires to alter the language of an attached disclosure, the Defendant may forward the new language to the Attorney General for the Attorney General to review as set forth in paragraph 1.12 of the Consent Decree.

The Parties further agree that the document titled "Know Before You Owe" attached as Exhibit B to the Consent Decree complies with the requirements set forth in paragraph 4.2 of the Consent Decree. At such time as the calculations required by the definitions "Median Debt for Completers", "Program Cohort Default Rate", "Program Completion Rate" and "Median Earnings for Completers" at paragraphs 3.2, 3.3, 3.4 and 4.2(f) respectively are calculated by the United States Department of Education or its designee, the form "Know Before You Owe" will be modified to include calculations performed by the



Department or its Designee. The parties shall meet and confer to revise the “Know Before You Owe” to reflect the most current information available from the Department in the event the defined information is not made available simultaneously.

The Parties further agree that the document titled “Allocation of Title IV Credit Balance” (Exhibit 1) complies with the requirements set forth in paragraph 4.3 of the Consent Decree.

The Parties further agree that the document titled “Student Portal Notification” (Exhibit 2) complies with the requirements set forth in paragraph 4.4 of the Consent Decree.

The Parties further agree that the documents titled “Estimated Financial Aid Plan” and Student Ledgers comply with the requirements set forth in paragraph 4.7 of the Consent Decree. These documents are attached as Exhibit 3.

The Parties further agree that the document titled Student Award Letter (Exhibit 4) complies with the requirements set forth in paragraph 4.8 of the Consent Decree.

The Parties further agree that the provision contained within enumerated paragraph 17 of the document titled “The Student Understands” and the “Academic Information” from the campus catalog (Exhibit 5) complies with the transferability disclosure requirements.

The Parties further agree that the document titled “Statistics in Perspective” (Exhibit 6) complies with the job placement disclosure requirements set forth in paragraph 4.11 of the Consent Decree.

The Parties further agree that the documents titled “Student Award Letter” and “Private Education Loan Applicant Self-Certification” (Exhibit 7) complies with the requirements set forth in paragraph 4.13 of the Consent Decree.

The Parties further agree that the document titled “Program, Licensure, Certification, and Accreditation Disclosure” (Exhibit 8) for each Daymar Program of Study does not conflict with the requirements set forth in paragraph 4.17 of the Consent Decree.

The Parties further agree that the document titled “Cash Payment Acknowledgment Statement” (Exhibit 9) comply with the requirements set forth in paragraph 4.28 of the Consent Decree.


The Parties further agree that the provisions identified as the “Refund Policy for First-Term Students” and the “Refund Schedule for First-Term Students Only” contained within the document titled “The Student Enrollment Agreement” and contained in the campus catalog comply with the requirements set forth in paragraph 4.35 of the Consent Decree. These documents are attached as Exhibit 10.

The Parties further agree that the provision identified as “Refund Policies and Schedules” contained within the document titled “The Student Enrollment Agreement” and contained in the campus catalog complies with the requirements set forth in paragraph 4.36 of the Consent Decree. These documents are attached as Exhibit 11.

The Parties further agree that the Student Complaint Resolution Policy contained within the campus catalog complies with the requirements set forth in paragraph 4.38 (c)12. This document is attached as Exhibit 12.

**JOINTLY APPROVED AND
SUBMITTED FOR ENTRY:**

**JACK CONWAY
ATTORNEY GENERAL**


BY: 

Robyn Bender
Assistant Deputy Attorney General
Todd E. Leatherman
Executive Director
Dinah L. Koehler
Assistant Attorney General
Office of Consumer Protection
Office of the Attorney General
1024 Capital Center Dr., Suite 200
Frankfort, KY 40601
(502) 696-5389

ATTORNEYS FOR THE PLAINTIFF

DATE SIGNED: 9/8/15

DEFENDANTS, DAYMAR LEARNING, INC., DAYMAR LEARNING OF
PADUCAH, INC., DAYMAR HOLDINGS, INC., DRAUGHONS JUNIOR COLLEGE, INC.,
DAYMAR COLLEGES GROUP, LLC., AND THE ESTATE OF MARK A. GABIS

BY: 
DATE SIGNED: 9-3-2015
President and C.E.O, Daymar Colleges Group

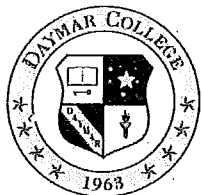
DEFENDANT, ESTATE OF MARK A. GABIS

BY: _____
DATE SIGNED: _____
Attorney for the Estate of Mark A. Gabis

DEFENDANT, ESTATE OF MARK A. GABIS

BY: Winston E. Miller
Attorney for the Estate of Mark A. Gabis

DATE SIGNED: 9-4-15



ALLOCATION OF TITLE IV CREDIT BALANCE FORM

Campus Location _____

[Students Name – Please Print]

[Social Security Number]

Note: Signing this form is OPTIONAL and is NOT required for admission to or enrollment in

[Institution Name]

This form concerns the Title IV, Higher Education Act funds you will receive for the _____ year. A Title IV credit balance occurs when the college applies Title IV, HEA program funds to your account and the total amount of these funds exceeds the amount of direct educational cost for tuition and fees, room and board and/or other authorized charges for a program with the college.

STUDENT CERTIFICATION

Current Students

I understand that my account may or may not develop a Title IV credit balance and that I am not obligated to authorize any other charges beyond the authorized educationally related charges referenced above. If my account accrues a Title IV credit balance, I request that this balance be handled in the following manner:

- ☐ Return any credit balance to the appropriate lender to reduce my loan debt (within 14 days of the date that the balance occurs) _____
- Or
- ☐ Return any credit balance to me (within 14 days of the date that the balance occurs)
- Or
- ☐ Retain any credit balance on my account to cover any additional expenses that I may incur prior to the end of the applicable loan period/award year to assist me in managing my educational funds. Furthermore, at the end of the applicable loan period/award year and settlement of all current year charges any remaining credit balance (up to \$200) will be applied toward other direct educational charges (e.g. tuition, books, fees etc.) from a prior period.

Lastly, I understand that if I withdraw my authorization or do not complete this authorization, any remaining credit balance will be returned to me within 14 days of the date that the balance occurs.

Withdrawn Students

If I withdraw, I authorize the above named institution to return any credit balance on my account to:

- ☐ The appropriate lender to reduce my loan debt (within 14 days of the completion of the Withdrawal Calculation. Please note that regulatory guidelines allow up to 45 days for Daymar to complete the Withdrawal Calculation)
- Or
- ☐ Return to me any credit balance (within 14 days of the completion of the Withdrawal Calculation. Please note that regulatory guidelines allow up to 45 days to complete the Withdrawal Calculation)

I understand that I may change, cancel, or modify any one or all of these decisions regarding my credit balance (as long as it exists on my account) by completing and signing a new form and submitting the form to my campus Financial Services Officer, thereby rescinding all previous authorizations.

Students Signature

Date

EXHIBIT

tabbles

Student Portal Notification of Credit Balance: Disclosure Language for Provision 4.4

Notification of Credit Balance Payment

The following language will be used to notify a student via the student portal that his credit balance is available:

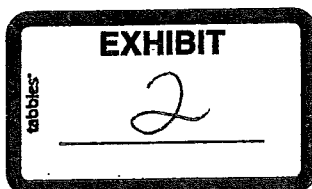
The amount of Title IV, HEA program funds applied to your account has exceeded the amount of direct educational costs charged to your account which has created a credit balance in the amount of \$_____. You have requested that Daymar pay these funds directly to you. As such, a check in the amount of the credit balance is now ready for pick up at the _____ campus. This check will be held at the campus for seven (7) days from the date of this notice. After seven days, the check will be mailed to the permanent home address you provided at the time of enrollment. This credit balance can be used for educational expenses directly related to your attendance, including transportation, housing, child care and supplies.

Please contact your Financial Services Department with any questions concerning this Credit Balance payment.

Notification of Credit Balance Return to Lender

The following language will be used to notify a student via the student portal that her credit balance has been returned to the lender:

In accordance with the selection made on the Title IV Credit Balance Allocation form you completed during the enrollment process, your credit balance in the amount of _____ was returned to {ACTUAL NAME OF LENDER} on [DATE]. Please contact the Financial Services Department with any questions.

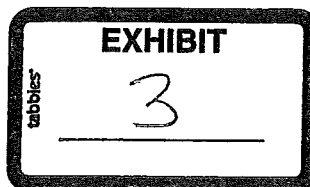


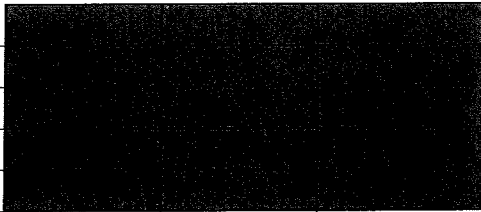
Estimated Financial Aid Plan

Student Name:		Date Prepared:	5/18/2015
Student Classification:		SS ID:	
Program of Study:			
Award Period Start Date:		Grade Level:	Total Credits
		2014-15	Length of Award Letter
Award Period End Date:		EFC:	
		2015-16	
Award Period:		EFC:	Dep. Status:

Based on an academic year of 36 credit hours and the information you provided on your FAFSA the following estimated financial plan has been developed for you. Important information about your financial aid plan is included on page 2. Read this plan carefully.

<p><i>The primary goal of this financial aid plan is to assist you meet the direct costs related to your program of study for the specific period study. Actual costs may vary. You should be prepared financially to cover indirect costs related to your program of study.</i></p>	Estimated Direct Costs	Term 1	Term 2	Term 3	Subtotal (All Terms)
	Status				
	Tuition				\$ -
	Additional Fees:				
	<ul style="list-style-type: none"> ABCD Fee EFGH Fee 				
	Prior Balance from 2013-2014 Award Year				
TOTAL ESTIMATED DIRECT COSTS					
<p><i>As a rule, grants do not have to be repaid.</i></p>	Estimated Financial Resources	Term 1	Term 2	Term 3	Net Total
	Federal Pell Grant Award Year				
	*Federal Pell Grant				\$ -
	*Supplemental Grant (FSEOG)				\$ -
	State Grant				\$ -
Enter Gross Loan Amounts Below	Federal loans must be repaid. Subject to loan fees (see Side Two).				
<p><i>Loans must be repaid. Actual pay is based on hours worked.</i></p>	*Stafford Loan, Subsidized	\$ -	\$ -	\$ -	\$ -
	*Stafford Loan, Unsubsidized	\$ -	\$ -	\$ -	\$ -
	*Parent Loan (PLUS)	\$ -	\$ -	\$ -	\$ -
	Cash Payment Plan (CPP)				\$ -
	*Federal Work Study				\$ -
Other Funding Sources:	Grant in Aid: _____				\$ -



Report additional funding sources from your financial Services advisor immediately.	Scholarship:_____				\$	-	
	Veterans Education Benefits				\$	-	
	Agency:_____				\$	-	
	Other:_____				\$	-	
	Other:_____				\$	-	
Denotes Title IV funds.	TOTAL ESTIMATED RESOURCES	\$	-	\$	-	\$	-
	Difference Between Estimated Cost - Estimated Resources	#VALUE!	#VALUE!	#VALUE!	\$	-	

Important Information about Your Estimated Financial Aid Plan

Academic Progress.	You must maintain satisfactory academic progress, as described in the catalog, in order to receive
Awards.	Awards may be revised. If your awards are revised, revisions will be posted to your Daymar student portal. You may request a paper copy of your Estimated Financial Aid Plan.
Complete Term.	If you do not complete the term, you may be required to repay all of part of funds credited to your student account.
Credit Balances.	If a credit balance on your student account results for the application of Title IV aid, the credit balance will be handled according to the Allocation of Title IV Credit Balance form that you have signed. Credit balances are issued in a timely manner within 14 days of the date of availability.
Disbursements.	Your awards, except for Federal Work Study, are disbursed directly to your student account, as soon as funds are available from the funding source (for example, the federal government) and delivered by the servicer to the school.
Delivery of Funds.	Your funds are delivered to the school by the funding source (for example, the federal government). Funds are not always available at the beginning of each term.
Eligibility.	You must meet all eligibility requirements for each type of award offered to you. Your eligibility will be reviewed each term and at each disbursement.
Grant Awards.	Typically, grants do not have to be repaid. However, if you receive excess grant funds or if you do not complete the term and maintain satisfactory academic progress, you may be required to repay all or part of your grant funds.
Failure to Repay	Failure to repay your student loan can negatively impact your credit rating, your eligibility for Title IV aid in the future and, in some cases, your future employment. Failure to repay is serious.
Loan Awards.	Loans awards must be repaid in full, including applicable interest.
Loan Disbursements.	Federal loan funds are processed through electronic funds transfer. A notice will be sent to your student portal, when disbursements are received. You have the right to cancel all or part of a loan within a specified time frame.
Loan Fees.	Federal Stafford and PLUS loans are subject to origination fees. Generally, net disbursement

is 1 percent less than gross amount of loan. Gross amount must be repaid.

Title IV Awards.

Title IV awards are funded by the federal government. They include Federal Pell Grant, Federal Supplemental Educational Opportunity Grant (FSEOG), Federal Academic Competitiveness Grant (ACG), Federal Work Study, Federal Stafford Loan, Federal PLUS loan.

Student Statement: I acknowledge receipt of an exact duplicate of this 3-page document. I have read and understand all information presented in this Estimated Financial Aid Plan. I authorize the school to apply all financial aid resources, except Federal Work Study, directly to my student account to pay all institutional charges for the enrollment period. I understand that credit balance will be handled, as authorized in the Allocation of Title IV Credit Balance Form.

Student's Signature: _____

Date: _____

Financial Services Advisor Signature: _____

Date: _____

page 3

Student Name:		SS ID:		Date Prepared:	5/18/2015
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Ledger Card

Sorted by: Campus, Term Start Date, Transaction Number

rpt_ledgerCard.rpt
ETODD@DDCG.NET

7/9/2015
3:50:17PM

Student Name
Address

Balance \$ 0.00

Student ID

Current Status Graduate

Program Version Business Administration Technology Associate

Start Date 2/17/2010

LDA 12/14/2011

Graduation Date 12/20/2011

Date	Check/Ref	Enrollment	Term	Campus	Code	Pmt Per/Ay	Description	Charges	Payments	Balance
------	-----------	------------	------	--------	------	------------	-------------	---------	----------	---------

Louisville East - Daymar

2010/02/15

2/25/2010	GIA/FA 80708	082584 : Business Administration	WIN10MDCG	LE			American Working Spirit Grant In Aid 2009-10		2,058.00	(2,058.00)
2/25/2010	Auto - 022510	082584 : Business Administration	WIN10MDCG	LE	TUIT		Information Processing	1,080.00		(978.00)
2/25/2010	Batch: 2/25/2010	082584 : Business Administration	WIN10MDCG	LE	TECH		Information Processing	80.00		(898.00)
2/25/2010	Auto - 022510	082584 : Business Administration	WIN10MDCG	LE	REG		Registration Fee	150.00		(748.00)
2/25/2010	Auto - 022510	082584 : Business Administration	WIN10MDCG	LE	TUIT		Strategies for Success	1,080.00		332.00
2/25/2010	Auto - 022510	082584 : Business Administration	WIN10MDCG	LE	TECH		Strategies for Success	80.00		412.00
2/25/2010	Auto - 022510	082584 : Business Administration	WIN10MDCG	LE	DISC		Strategies for Success	80.00		492.00
3/2/2010	LEINV00000697	082584 : Business Administration	WIN10MDCG	LE	BOOKI		Guide Book and Flash Drive Pkg	32.22		524.22
3/2/2010	LEINV00000697	082584 : Business Administration	WIN10MDCG	LE	BOOKI		Information Processing Pkg	142.59		666.81
3/2/2010	LEINV00000697	082584 : Business Administration	WIN10MDCG	LE	BOOKI		Student Planner	10.60		677.41
3/2/2010	LEINV00000697	082584 : Business Administration	WIN10MDCG	LE	BOOKI		2009-2010			
3/17/2010	CCP#4991/4996	082584 : Business Administration	WIN10MDCG	LE			Thought Patterns for a Successful Career	191.33		868.74
4/8/2010	EFT	082584 : Business Administration	WIN10MDCG	LE			Federal Pell Grant 2009-10		892.00	(23.26)
6/4/2010	8785	082584 : Business Administration	WIN10MDCG	LE			KHEEA's Go Higher Grant Payment		1,000.00	(1,023.26)
7/8/2010	ccp5232/5238/F	082584 : Business Administration	WIN10MDCG	LE			Stipend - PELL 2009-10		(1,023.26)	0.00
	A 84018						FSEOG - Fed Supplemental Ed. Oppor		100.00	(100.00)

2010/02/15 Totals:

\$2,926.74

\$3,026.74

2010/04/05

Daymar Colleges Group ***LIVE DATABASE***

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EXHIBIT

3

Ledger Card

7/9/2015
3:50:17PM

Student Name

3/18/2010	LEINV00000778	082584 : Business Administ	SPRF10DCG	LE	BOOKI	Concise Public Speaking Handbook	45.63		(54.37)
3/18/2010	LEINV00000778	082584 : Business Administ	SPRF10DCG	LE	BOOKI	Keyboarding Essentials 1-60	194.78		140.41
3/18/2010	LEINV00000778	082584 : Business Administ	SPRF10DCG	LE	BOOKI	MS Office Enterprise 2007 Supervision Today Package	53.00		193.41
4/1/2010	ccp5028/FA	082584 : Business Administ	SPRF10DCG	LE		Federal Pell Grant 2009-10	216.35		409.76
4/1/2010	GIA/FA 82024	082584 : Business Administ	SPRF10DCG	LE		American Working Spirit Grant in Aid 2009-10		1,783.00	(1,373.24)
4/16/2010	Auto-Bill	082584 : Business Administ	SPRF10DCG	LE	TECH	Technology Fee	80.00	2,456.00	(3,829.24)
4/16/2010	Auto-Bill	082584 : Business Administ	SPRF10DCG	LE	TECH	Technology Fee	80.00		(3,749.24)
4/16/2010	Auto-Bill	082584 : Business Administ	SPRF10DCG	LE	TECH	Technology Fee	80.00		(3,669.24)
4/16/2010	Auto-Bill	082584 : Business Administ	SPRF10DCG	LE	TUIT	Tuition	1,080.00		(3,589.24)
4/16/2010	Auto-Bill	082584 : Business Administ	SPRF10DCG	LE	TUIT	Tuition	1,080.00		(2,509.24)
4/16/2010	Auto-Bill	082584 : Business Administ	SPRF10DCG	LE	TUIT	Tuition	1,080.00		(1,429.24)
5/26/2010	680189	082584 : Business Administ	SPRF10DCG	LE		Stipend - PELL 2009-10		(1,272.50)	(349.24)
6/2/2010	680328	082584 : Business Administ	SPRF10DCG	LE		Jefferson Metro Court Payment		200.00	923.26
6/4/2010	8785	082584 : Business Administ	SPRF10DCG	LE		Jefferson Metro Court Payment		1,334.00	723.26
7/8/2010	ccp5232/5238/FA	082584 : Business Administ	SPRF10DCG	LE		Stipend - PELL 2009-10		(510.74)	(610.74)
	A 84018	082584 : Business Administ	SPRF10DCG	LE		FSEOG - Fed		100.00	(100.00)
						Supplemental Ed. Oppor			(200.00)
2010/06/28							\$3,989.76	\$4,089.76	
6/28/2010	LEINV00001347	082584 : Business Administ	SUMF10DCG	LE	BOOKI	Gov. Excel 2007 Volume 1	115.47		(84.53)
7/8/2010	FA 83872	082584 : Business Administ	SUMF10DCG	LE		American Working Spirit Grant In Aid 2009-10		2,063.00	(2,147.53)
7/8/2010	ccp5232/5238/FA	082584 : Business Administ	SUMF10DCG	LE		Federal Pell Grant 2009-10		1,783.00	(2,147.53)
7/9/2010	Auto - 070910	082584 : Business Administ	SUMF10DCG	LE	TUIT	Excel Core	1,080.00		(3,930.53)
7/9/2010	Auto - 070910	082584 : Business Administ	SUMF10DCG	LE	TECH	Excel Core	80.00		(2,850.53)
7/9/2010	Auto - 070910	082584 : Business Administ	SUMF10DCG	LE	TUIT	Outlook	1,080.00		(2,770.53)
7/9/2010	Auto - 070910	082584 : Business Administ	SUMF10DCG	LE	TECH	Outlook	80.00		(1,690.53)
7/9/2010	Auto - 070910	082584 : Business Administ	SUMF10DCG	LE	TUIT	Principles of Psychology	1,080.00		(1,610.53)
7/9/2010	Auto - 070910	082584 : Business Administ	SUMF10DCG	LE	TECH	Principles of Psychology	80.00		(530.53)
7/15/2010	ccp5242/FA	082584 : Business Administ	SUMF10DCG	LE		FSEOG - Fed		100.00	(450.53)
7/15/2010	84113	082584 : Business Administ	SUMF10DCG	LE		Supplemental Ed. Oppor			(550.53)
7/16/2010	9695	082584 : Business Administ	SUMF10DCG	LE		Stipend - TRDPTY		(450.53)	(100.00)

Ledger Card

7/9/2015
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Student Name

7/29/2010	9821	082584 : Business AdministraSUMF10DCG	LE		Stipend - TRDPTY			
7/30/2010	LEINNV00001569	082584 : Business AdministraSUMF10DCG	LE	BOOKI	Gol Outlook 2007	105.47	(1,634.00)	1,534.00
8/13/2010	691451	082584 : Business AdministraSUMF10DCG	LE		Comprehensive			1,639.47
8/20/2010	692809	082584 : Business AdministraSUMF10DCG	LE		Jefferson Metro Court		115.47	1,524.00
					Payment			
					Jefferson Metro Court		1,333.00	191.00
					Payment			

2010/06/28 Totals: \$3,700.94 \$3,309.94

9/21/2010	ccp5485/FA	082584 : Business AdministraFALF10DCG	LE		FSEOG - Fed		100.00	91.00
9/22/2010	ccp5492/FA	082584 : Business AdministraFALF10DCG	LE		Supplemental Ed. Oppor			
9/23/2010	85498	082584 : Business AdministraFALF10DCG	LE	BOOKI	Federal Pell Grant		1,850.00	(1,759.00)
9/28/2010	LEINNV00001933	082584 : Business AdministraFALF10DCG	LE		2010-11			
9/28/2010	LEINNV00001933	082584 : Business AdministraFALF10DCG	LE	BOOKI	College Accounting Ch	251.75		(1,507.25)
9/28/2010	LEINNV00001933	082584 : Business AdministraFALF10DCG	LE	BOOKI	1-12, Study Guide, &			
10/8/2010	Auto - 100810	082584 : Business AdministraFALF10DCG	LE	TUIT	Gol Word 2007	157.56		(1,349.69)
10/8/2010	Auto - 100810	082584 : Business AdministraFALF10DCG	LE	TECH	Comprehensive			
10/8/2010	Auto - 100810	082584 : Business AdministraFALF10DCG	LE	TUIT	Principles of Marketing	296.06		(1,053.63)
10/8/2010	Auto - 100810	082584 : Business AdministraFALF10DCG	LE	TECH	with Study Guide Package			
10/8/2010	Auto - 100810	082584 : Business AdministraFALF10DCG	LE	TUIT	Accounting I	1,080.00		26.37
12/26/2010	708971/ncvd	082584 : Business AdministraFALF10DCG	LE	TECH	Accounting I	80.00		106.37
3/8/2011	13409	082584 : Business AdministraFALF10DCG	LE		Principles of Marketing	1,080.00		1,186.37
					Principles of Marketing	80.00		1,266.37
					Word Expert	1,080.00		2,346.37
					Word Expert	80.00		2,426.37
					Jefferson Metro Court		600.00	1,826.37
					Payment			
					Stipend - PELL 2010-11		(1,850.00)	3,676.37

2010/09/27 Totals: \$4,185.37 \$700.00

12/15/2010	LEINNV00002219	082584 : Business AdministraWINF11DCG	LE	BOOKI	College Accounting Pkg	232.62		3,908.99
12/15/2010	LEINNV00002219	082584 : Business AdministraWINF11DCG	LE	BOOKI	Entrepreneurship Starting	200.15		4,109.14
12/15/2010	LEINNV00002219	082584 : Business AdministraWINF11DCG	LE	BOOKI	Package			
1/7/2011	ccp#6028/FA	082584 : Business AdministraWINF11DCG	LE		Gol Powerpoint 2007	157.65		4,266.79
1/11/2011	CCP#6050/FA	082584 : Business AdministraWINF11DCG	LE		Comprehensive			
1/21/2011	Auto - 012111	082584 : Business AdministraWINF11DCG	LE	TUIT	FSEOG - Fed		100.00	4,166.79
1/21/2011	Auto - 012111	082584 : Business AdministraWINF11DCG	LE	TECH	Supplemental Ed. Oppor			
					Federal Pell Grant		1,850.00	2,316.79
					2010-11			
					Accounting II	1,080.00		3,396.79
					Accounting II	80.00		3,476.79

Ledger Card

7/9/2015
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Student Name

1/21/2011	Auto - 012111	082584 : Business Administra	WINF11DCG	LE	TUIT	PowerPoint Presentations	1,080.00	4,556.79
1/21/2011	Auto - 012111	082584 : Business Administra	WINF11DCG	LE	TECH	PowerPoint Presentations	80.00	4,636.79
1/21/2011	Auto - 012111	082584 : Business Administra	WINF11DCG	LE	TUIT	Small Business Management	1,080.00	5,716.79
1/21/2011	Auto - 012111	082584 : Business Administra	WINF11DCG	LE	TECH	Small Business Management	80.00	5,796.79
1/28/2011	714775	082584 : Business Administra	WINF11DCG	LE		Jefferson Metro Court Payment 2010-11	1,770.00	4,026.79
2/1/2011	WFLA/FA 88918	082584 : Business Administra	WIN11DCG	LE		Work Force Investment Act 2010-11	1,770.00	2,256.79
2/18/2011	717901/FA 89657	082584 : Business Administra	WIN11DCG	LE		Work Force Investment Act 2010-11	557.00	1,699.79
2/18/2011	718123/FA 89682	082584 : Business Administra	WIN11DCG	LE		Work Force Investment Act 2010-11	3,240.00	(1,540.21)
3/10/2011	WFLA/VOID	082584 : Business Administra	WIN11DCG	LE		VOID Work Force Investment Act 2010-11	(1,770.00)	229.79

2011/04/04 Totals:

\$4,070.42 \$7,517.00

2011/04/04								
3/18/2011	LEINV00002660	082584 : Business Administra	SPRF11DCG	LE	BOOKI	Algebra	211.59	441.38
3/18/2011	LEINV00002660	082584 : Business Administra	SPRF11DCG	LE	BOOKI	Basics of American Politics Pkg	128.25	559.63
3/18/2011	LEINV00002660	082584 : Business Administra	SPRF11DCG	LE	BOOKI	Human Resource Management & Study	244.26	813.89
4/21/2011	Auto - 042111	082584 : Business Administra	SPRF11DCG	LE	TUIT	General Math	1,080.00	1,893.89
4/21/2011	Auto - 042111	082584 : Business Administra	SPRF11DCG	LE	TECH	General Math	80.00	1,973.89
4/21/2011	Auto - 042111	082584 : Business Administra	SPRF11DCG	LE	TUIT	Human Resources Management	1,080.00	3,053.89
4/21/2011	Auto - 042111	082584 : Business Administra	SPRF11DCG	LE	TECH	Human Resources Management	80.00	3,133.89
4/21/2011	Auto - 042111	082584 : Business Administra	SPRF11DCG	LE	TUIT	Political Science	1,080.00	4,213.89
4/21/2011	Auto - 042111	082584 : Business Administra	SPRF11DCG	LE	TECH	Political Science	80.00	4,293.89
4/28/2011	CCP1100000359082584 : Business Administra	SPRF11DCG	LE			Federal Pell Grant 2010-11	1,850.00	2,443.89
5/2/2011	729609	082584 : Business Administra	SPRF11DCG	LE		Jefferson Metro Court Payment 2010-11	584.10	1,859.79
5/19/2011	731518	082584 : Business Administra	SPRF11DCG	LE		Jefferson Metro Court Payment 2010-11	3,240.00	(1,380.21)
5/25/2011	14604	082584 : Business Administra	SPRF11DCG	LE		Stipend - PELL 2010-11	(1,380.21)	0.00

2011/04/04 Totals:

\$4,064.10 \$4,293.89

2011/06/27								
6/13/2011	LEINV00002967	082584 : Business Administra	SUMF11DCG	LE	BOOKI	Gov Access 2007 Volume 1	92.53	92.53

Ledger Card

Student Name

7/9/2015
3:50:17PM

6/13/2011	LEINV00002967	082584 : Business Administ	SUMF11DCG	LE	BOOKI	Go! Excel 2007 Comprehensive Professional Career Guide	126.25		218.78
6/13/2011	LEINV00002967	082584 : Business Administ	SUMF11DCG	LE	BOOKI	Federal Pell Grant 2010-11	106.76		325.54
7/5/2011	ccp#1100000730082584 : Business Administ	SUMF11DCG	LE			Access Core	1,080.00	1,850.00	(1,524.46)
7/8/2011	Auto - 070811	082584 : Business Administ	SUMF11DCG	LE	TUIT	Access Core	80.00		(444.46)
7/8/2011	Auto - 070811	082584 : Business Administ	SUMF11DCG	LE	TECH	Excel Expert	1,080.00		(364.46)
7/8/2011	Auto - 070811	082584 : Business Administ	SUMF11DCG	LE	TECH	Excel Expert	80.00		715.54
7/8/2011	Auto - 070811	082584 : Business Administ	SUMF11DCG	LE	TUIT	Internship and Professional Seminar	1,080.00	1,875.54	
7/8/2011	Auto - 070811	082584 : Business Administ	SUMF11DCG	LE	GRAD	Internship and Professional Seminar	85.00	1,960.54	
7/8/2011	Auto - 070811	082584 : Business Administ	SUMF11DCG	LE	TECH	Professional Seminar	80.00	2,040.54	
7/8/2011	Auto - 070811	082584 : Business Administ	SUMF11DCG	LE	INTERN	Professional Seminar	100.00	2,140.54	
7/13/2011	LERTN0000037	082584 : Business Administ	SUMF11DCG	LE	BOOKI	Jefferson Metro Court Payment	(94.68)	2,045.86	
8/15/2011	744088	082584 : Business Administ	SUMF11DCG	LE		Fed Direct Subsidized Loan 2011-12	325.54	1,720.32	
8/26/2011	ccp#1200000118082584 : Business Administ	SUMF11DCG	LE			Fed Direct Unsubsidized Loan 2011-12	1,161.00	559.32	
8/26/2011	/FA 94808	082584 : Business Administ	SUMF11DCG	LE		Professional Career Guide	(12.08)	(1,442.76)	
8/30/2011	LERTN0000037	082584 : Business Administ	SUMF11DCG	LE	BOOKI	Stipend - FDULDC 2011-12	(1,430.68)	(12.08)	
8/30/2011	16043	082584 : Business Administ	SUMF11DCG	LE		Stipend - FDULDC 2011-12	(12.08)	0.00	
8/31/2011	16045	082584 : Business Administ	SUMF11DCG	LE		Jefferson Metro Court Payment 2010-11	3,665.00	(3,665.00)	
12/15/2011	761650	082584 : Business Administ	SUMF11DCG	LE		Stipend - FDSLDC 2011-12	(905.95)	(2,759.05)	
12/16/2011	17663	082584 : Business Administ	SUMF11DCG	LE		Stipend - FDULDC 2011-12	(2,537.24)	(221.81)	
2/6/2012	768691	082584 : Business Administ	SUMF11DCG	LE		Jefferson Metro Court Payment 2010-11	582.81	(804.62)	
2/7/2012	17956	082584 : Business Administ	SUMF11DCG	LE		Stipend - FDSLDC 2011-12	(582.81)	(221.81)	

2011/06/27 Totals:

\$3,883.78 \$4,105.59

7/9/2015
3:50:17PM

Critical Thinking	1,080.00		\$58.19
Critical Thinking	80.00		938.19
General English	1,080.00		2,018.19
General English	80.00		2,098.19
Introduction to Business Communication	1,080.00		3,178.19
Introduction to Business Communication	80.00		3,258.19
Office Procedures	1,080.00		4,338.19
Office Procedures	80.00		4,418.19
Excellence in Business Comm Prg	177.53		4,595.72
Office Procedures Package	120.24		4,715.96
Think Critically	82.54		4,798.50
Writer's World w/Plagiarism & Handbook	202.50		5,001.00
Fed Direct Subsidized Loan 2011-12		1,161.00	3,840.00
Fed Direct Unsubsidized Loan 2014-12		1,990.00	1,850.00
Federal Pell Grant 2011-12		1,850.00	0.00
Jefferson Metro Court Payment 2011-12		4,640.00	(4,640.00)
Stipend - PELL 2011-12		(1,489.00)	(3,151.00)
Stipend - FDSLDC 2011-12		(1,161.00)	(1,990.00)
Stipend - FDU LDC 2011-12		(1,990.00)	0.00

45 222 04 47 001 00

\$337 043 07 \$337 043 02

\$32,043.92 \$32,043.92

	\$32.043.97	\$32
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\$32,043.92 \$32,

Student Award Letter

Dear <insert student first name>

Student ID # <insert number>

Congratulations!!!! We have completed an evaluation of your Free Application for Federal Student Aid and/or financial aid documentation for the 2012-2013 academic year and are pleased to offer you the following estimated aid package. This aid is based on full-time enrollment. Your aid may be reduced due to less than full-time enrollment.

Program: <insert program>

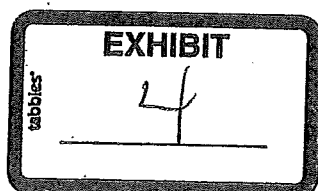
Award Year <start date to end date>

	Term 1	Term 2	Term 3	AWARD YEAR TOTAL
Institutional Cost				
Tuition (Includes Books and Supplies)	\$3900	\$3900	\$3900	\$11700
Fees:				
ABCD Fee	955	725	725	2405
EFGH Fee	100	100	100	300
Balance from 2013-2014 Award Year				
TERM TOTAL	\$6055	\$5825	\$5825	\$14,405

	Term 1	Term 2	Term 3	AWARD YEAR AID TOTAL
Self Help				
Tuition Options (cash payment)	\$150	\$150	\$150	\$450
Federal Work Study	1000	1000	1000	3000
Grants/Scholarships				
Federal Pell Grant	1850	1850	1850	5550
Federal SEOG	100	100	100	300
GED Scholarship	250	250	250	750
Loans (repayment required)				
Federal Direct Subsidized Loan	1167	1166	1166	3500
Federal Direct Unsubsidized Loan	667	667	666	2000
Federal Parent PLUS Loan	500	500	500	1500
TERM TOTALS	\$5684	\$5684	\$5684	\$17050

Your aid amounts are estimated for the terms listed. In order to receive funding beyond these time frames, you and/or your parent may need to reapply for federal, state, and/or private aid at a later date.

These federal student aid funds will be applied to the charges listed in your Estimated Financial Aid Plan (attached) which lists the educationally related charges you have incurred for the current loan period.



The annual loan limits for Direct Subsidized Loans and Direct Unsubsidized Loans are as follows:

ANNUAL LOAN LIMITS FOR DIRECT SUBSIDIZED AND DIRECT UNSUBSIDIZED LOANS

Dependent Undergraduate Students (Except students whose parents cannot borrow Direct PLUS Loans)

First Year Total (Maximum \$3,500 subsidized)	\$5,500
Second Year Total (Maximum \$4,500 subsidized)	\$6,500
Third Year & Beyond (Total Each year) (Maximum \$5,500 subsidized)	\$7,500

Independent Undergraduate Students (and dependent students whose parents cannot borrow Direct PLUS Loans)

First Year Total (Maximum \$3,500 subsidized)	\$9,500
Second Year Total (Maximum \$4,500 subsidized)	\$10,500
Third Year & Beyond (Total Each year) (Maximum \$5,500 subsidized)	\$12,500

Graduate and Professional Students

For loan periods beginning before July 1, 2012: Total Amount (Each Year) (Maximum \$8,500 subsidized)	\$20,500
For loan periods beginning on or after July 1, 2012: Total Amount (Each Year) (unsubsidized only)	\$20,500

AGGREGATE LOAN LIMITS FOR DIRECT SUBSIDIZED AND DIRECT UNSUBSIDIZED LOANS

Dependent Undergraduate Students (Except students whose parents cannot borrow Direct PLUS Loans)

Total Amount Cumulative (Maximum \$23,000 subsidized)	\$31,000
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Independent Undergraduate Students (and dependent students whose parents cannot borrow Direct PLUS Loans)

Total Amount Cumulative (Maximum \$23,000 subsidized)	\$57,500
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Graduate and Professional Students

Total Amount Cumulative (Maximum \$65,500 subsidized; includes loans received for undergraduate study)	\$138,500
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Gross Direct Loans and PLUS proceeds will be reduced by the amount of the Loan Origination and Insurance Fees charged by your lender or guarantor. You are obligated to repay these loans and fees after you graduate, discontinue your studies, or drop to less than half time status.

Disbursements of federal loans and Pell typically occur by week five of the term providing all paperwork was submitted timely. Disbursements will be made via Electronic Funds Transfer (EFT) to the student account.

Federal Work-Study funds may NOT be credited to the student's account as students are paid a biweekly basis. Federal Work-Study is subject to the availability of positions at your campus.

These awards are contingent on the accuracy of the information you provided. The aid package is subject to change if: (a) you receive additional outside resources; (b) there is a change in the family's income; (c) incorrect information was provided; (d) there is a change in your enrollment status; and/or (e) you fail to submit all required paperwork. Withdrawal from the College, disciplinary action, or failure to maintain minimum academic standards (Standards of Academic Progress) are cause for adjustments or cancellation of any or all awards.

Our Institution uses the multi-year feature of the Master Promissory Note (MPN) for Subsidized and Unsubsidized loans. With this process, students complete promissory notes when they initially enroll. The above Subsidized and Unsubsidized loans are awarded based on a previously signed MPN.

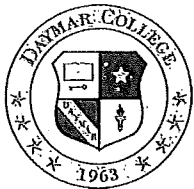
If you would like to cancel or reduce the amount offered, please contact the Financial Services office within seven (7) business days of the date of this letter.

Please be aware that awards could be reduced if Congress does not provide sufficient funding. Should you have any questions concerning this award letter, would like to make changes to the loan, or believe that your financial situation has changed, please contact the Financial Aid Office immediately.

Thank you for attending ...WE CHANGE LIVES...ONE PERSON AT A TIME!

Sincerely,

Daymar Financial Services



THE STUDENT UNDERSTANDS

Campus Location _____

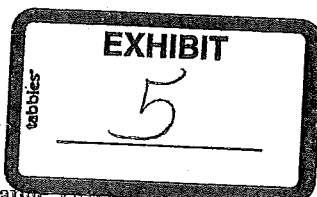
Initials _____

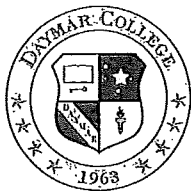
1. _____ **ACADEMIC CREDENTIAL** – I will be awarded a Diploma, Associate of Science Degree, Associate in Nursing Degree, Bachelor of Science Degree upon satisfactory completion of the requirements in my chosen program.
2. _____ **TUITION** – I understand that tuition is all-inclusive based on the following pricing structure:

INCLUSIVE PROGRAM PRICING SUMMARY						
✓ Check One	Program	Program Price at FULL TIME*	BILLED PER TERM			
			<u>FULL-TIME</u> 4 Classes 16 Credit Hours	<u>PART-TIME</u> 3 Classes 12 Credit Hours	<u>PART-TIME</u> 2 Classes 8 Credit Hours	<u>PART-TIME</u> 1 Class 4 Credit Hours
	Diplomas** All except Personal Fitness Training and Medical Assisting	\$27,000	\$6,000	\$5,000	\$3,500	\$1,750
	Diplomas** Medical Assisting	\$22,000	\$5,500	\$5,000	\$3,500	\$1,750
	Associate of Science Degrees All Except for Noted Programs	\$36,000	\$6,000	\$5,000	\$3,500	\$1,750
	Bachelor of Applied Science Degrees** All Bachelor Programs	\$67,500	\$6,000	\$5,000	\$3,500	\$1,750
	Network Support Administration Programs CISCO – Associate Degree Engineer – Associate Degree Microsoft Office – Associate Degree Specialty – Associate Degree	\$38,000	\$6,333	\$5,250	\$3,700	\$1,850
	Paralegal Studies Program** Associate Degree	\$39,000	\$6,000	\$5,000	\$3,500	\$1,750
	Personal Fitness Training Program Associate Degree	\$38,000	\$6,333	\$5,250	\$3,700	\$1,850
	Personal Fitness Training Program Diploma	\$19,500	\$6,500	\$5,500	\$4,000	\$2,000
	Police Studies Program Associate Degree	\$38,000	\$6,333	\$5,250	\$3,700	\$1,850

* Please note that the Program Price assumes that you pass every class in the program and that you will carry 16 credit hours per term for the entire length of the program. Carrying less than the minimum required credit hours per term and/or failure to pass every class in the program will result in a higher total program price.

**Programs which require less than four classes in the final term will have the last one or two classes billed at the single class rate.





THE STUDENT UNDERSTANDS

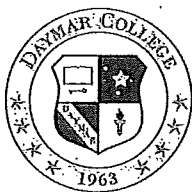
Campus Location _____

3. _____ **BOOKS AND SUPPLIES** – Books and supplies required for each class are included in the cost of tuition. In some instances, the textbooks may have been previously used, but will always be in good condition for your studies. For your convenience, a bookstore is located on campus. Students will receive their books and supplies from the College's Bookstore.
4. _____ **FEES** – I understand that the Term Charge is the comprehensive cost except for certain fees that may not apply to every student. Examples include, but are not limited to, proficiency exam fees, transcript fees, return check fees, photocopy fees, and facsimile fees.
5. _____ **CREDIT REPORTING** – I understand Daymar reserves the right to report my failure to pay amounts owed to one or more national credit bureau organizations.
6. _____ **PERSONAL FITNESS TRAINER PROGRAM** – For those entering the Personal Fitness Trainer Program, Term Charges include fees for ONE Boot Camp, transportation, and lodging as required by the program. However, meals are not included. I am required to attend the Boot Camp at the Professional Fitness Institute in Las Vegas, Nevada. Once a student has signed up for the Boot Camp and the fee has been paid, there are NO refunds. Should the student fail or be unable to attend FOR ANY REASON, the student assumes responsibility for any and all fees and costs associated with subsequent Boot Camp attempts and/or attendance.
7. _____ **CARDIOGRAPHIC TECHNOLOGY, CRIMINAL JUSTICE, NURSING, AND PHARMACY TECHNOLOGY PROGRAMS** – I understand that before I am accepted as a student into the Cardiographic Technology Program, Criminal Justice Program, Nursing Program, or the Pharmacy Technology Program a national criminal background check must be received by the College. I understand that, in the event the national criminal background check contains any evidence of a felony conviction, I will not be admitted into the Cardiographic Technology Program, Criminal Justice Program, Nursing Program, or the Pharmacy Technology Program. If I am denied admission to the College, I may appeal the denial according to the policy set forth in the College's catalog.
8. _____ **TOTAL COST** – I have been informed of all Term Charges for my program.
9. _____ **APPLICATION NOT ACCEPTED** – If I am not accepted, all advance payments will be refunded.
10. _____ **DROP/ADD PERIOD** – Changes in class registration must be completed within the Drop/Add Period. Students desiring to change their schedules must meet with a Financial Services Officer and either the Registrar or the Director of Education.
11. _____ **SCHEDULING** – The College reserves the right to change class schedules, to eliminate classes when the number of students scheduled is too few, to revise or withdraw programs, or to make changes in academic matters at any time, with or without notice.
12. _____ **RE-ENTRY** – If I should discontinue my education for one or more terms, I will be subject to the program requirements and all applicable charges in effect at the time of my return.

We Change Lives...One Person At A Time.

ORIGINAL: Academics COPY: Student, Financial Services

DLI/TSU/112213



THE STUDENT UNDERSTANDS

Campus Location

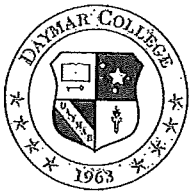
Initials

13. _____ **CLASS PARTICIPATION** – All Daymar College students are expected to attend classes regularly. If you are unable to attend each class, it is your responsibility to call the College to report your absence. The College reserves the right to call you if you are absent. A class participation grade equivalent to a major test grade is given in each class.
14. _____ **ATTIRE** – The College expects students to establish the habit of being well groomed while attending classes. Classroom attire should consist of clothing usually worn in a professional setting appropriate to your area of study. Dress modestly and avoid extremes. Clothing with profane or crude language, profane or crude pictures, and suggestive, torn, or ragged clothing are inappropriate.
15. _____ **ACCREDITATION** – The College is accredited by the Accrediting Council for Independent Colleges & Schools (ACICS), 750 First Street, NE, Suite 980, Washington, DC 20002-4223, (202) 336-6780. ACICS is a nationally recognized accrediting agency and is recognized as such by the United States Department of Education.
16. _____ **TRANSFERRING CREDIT TO DAYMAR** – The College may evaluate postsecondary training completed at another college or experience in the military. The student will be given appropriate academic credit if, in the sole discretion of the College, such training and experience meets the College's standards for transfer of credit.
17. _____ **TRANSFERRING DAYMAR CREDITS TO ANOTHER INSTITUTION** – It is unlikely that any credits earned at Daymar (even if a degree is awarded) will be transferred to, or accepted by, any institution other than a Daymar school. Daymar cannot guarantee acceptance of its credits by other institutions. Acceptance of credits is determined by the receiving institution. Students who are planning to transfer credits should contact the receiving institution about its transfer credit policies. I understand that the transfer of credits is controlled by the receiving institution and that Daymar's accreditation by ACICS does not guarantee transferability.
18. _____ **PAYMENT SCHEDULE** – If I am seeking financial assistance, I understand that, once the amount of financial assistance is determined, a Financial Services Officer will provide a schedule of payments for the Term Charges not already covered by financial assistance.
19. _____ **REFUNDS AND CANCELLATION POLICIES** – I have been given and have had time to review the College's cancellation and refund policies.
20. _____ **DISMISSAL** – The College reserves the right to dismiss a student for unsatisfactory academic progress, non-payment of tuition, or failure to abide by the College's policies.
21. _____ **CAREER ASSISTANCE** – The College does not guarantee employment following graduation but does offer career planning assistance to graduates.
22. _____ **TOUR** – I have had a chance to tour the facility.

Initials

23. _____ **CATALOG** – I have received a copy of the College's catalog. I have been given the time and opportunity to review the institutional policies outlined in the College's catalog.

We Change Lives...One Person At A Time.



THE STUDENT UNDERSTANDS

Campus Location _____

24. _____ **TECHNICAL STANDARDS AND FAQs FOR NURSING APPLICANTS** – I have reviewed the Technical Standards and FAQs for Nursing. I understand and acknowledge that my enrollment in the Associate of Science in Nursing Program is contingent upon my present and continuing ability to meet these basic standards.
25. _____ **BACKGROUND CHECK AND LICENSURE FOR CERTAIN APPLICANTS** – I understand that a National Criminal Background Check is required for enrollment and participation in certain courses. I understand that failure to successfully pass a criminal background check would prevent me from completing the enrollment process. I also understand that failure to disclose information about previous drug use or previous criminal offenses could result in my immediate dismissal. Failure to disclose this information could also result in my future inability to receive licensure. The RN to BSN student must have proof of an active and unencumbered license in the state in which they practice.
26. _____ **DRUG TESTING FOR CERTAIN APPLICANTS** – I understand that I am expected to undergo a drug test (urine screen) in order to participate in certain courses. I understand that failure to successfully pass a drug test could mean that I am ineligible for required clinical courses and, therefore, ineligible to complete the requirements for graduation. The College has a zero tolerance drug and alcohol policy.
27. _____ **ARBITRATION** – Any dispute, controversy, or claim arising out of or relating to my enrollment at the College, this Agreement, or the breach thereof, shall be resolved by arbitration in accordance with the arbitration terms and conditions stated in the Student Enrollment Agreement.

Student Signature _____

Date _____

Parent Signature (If Applicable) _____

Date _____

Authorized College Official Signature _____

Date _____

Academic Information

Academic Advising

The College provides each student with an academic advisor in each program of study. Students are encouraged to seek advice from their academic advisor prior to registration. The advisors are normally the Program Leaders for each program of study and are available on registration days to help students with the scheduling of their classes. The Director of Education and Registrar are typically available on a daily basis to advise students on academic matters.

The Director of Student Services/Student Services Coordinator, Campus President/Director, or Director of Education assist students with general concerns that they may encounter during college and assist in the interpretation of the College's rules and regulations and their implementation.

TRANSFERRING DAYMAR CREDITS TO ANOTHER INSTITUTION

It is unlikely that any credits earned at Daymar (even if a degree is awarded) will be transferred to, or accepted by, any institution other than a Daymar school. Daymar cannot guarantee acceptance of its credits by other institutions. Acceptance of credits is determined by the receiving institution. Students who are planning to transfer credits should contact the receiving institution about its transfer credit policies. Students should understand that the transfer of credits is controlled by the receiving institution and that Daymar's accreditation by ACICS does not guarantee transferability.

TRANSFER CREDITS TO DAYMAR

Degree Seeking Students

The College will evaluate all previous education, training, and experience and award appropriate credit toward a student's educational objective, and will notify the student. Upon approval, the College will award Credit Earned (CE). The College will consider credits from any accredited two or four year institution recognized by the U.S. Department of Education as long as:

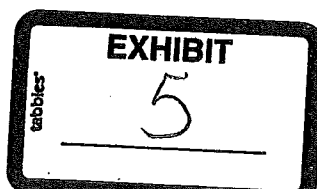
- The course is equivalent in content to a course offered by the College.
- The number of credit hours awarded meets or exceeds the number awarded for the equivalent course.
- The student earned a grade of "C" or better in the courses.
- The student earned the credits prior to enrolling at the College.

Transfer of credit from CLEP, DANTES, and/or military training and experience may be applied toward programs at the College.

The College neither discriminates nor evaluates transfer credits based on the accreditation of the transferring institution.

Non-Degree Seeking Students

Generally, the College does not accept transfer credits from an unaccredited postsecondary institution. Non-





DAYMAR
COLLEGE

STATISTICS IN PERSPECTIVE

A DISCLOSURE STATEMENT REGARDING TUITION, RETENTION AND PLACEMENT RATES

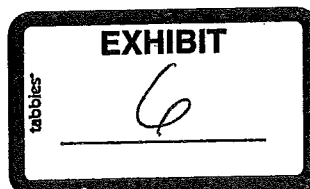
PADUCAH CAMPUS

509 South 30th Street, Paducah, Kentucky 42001

The following information reflects student information data collected from July 1, 2013 to June 30, 2014.

Initial	Program Name	Current Program Information			Accrediting Council for Independent Colleges and Schools	
		Credit Hours	Program Length	Total Charges for Program*	Retention Rate	Placement Rate
	Billing & Coding Specialist Associate of Science Degree	96	18 Months	\$33,000	81%	100%
	Business Management Associate of Science Degree	96	18 Months	\$33,000	100%	N/A
	Business Management Diploma	64	12 Months	\$22,000	75%	N/A
	Criminal Justice Associate of Science Degree	96	18 Months	\$33,000	70%	75%
	Criminal Justice Diploma	64	12 Months	\$22,000	50%	N/A
	Electronic Engineering Technology Associate of Science Degree	96	18 Months	\$33,000	68%	80%
	Medical Assisting Associate of Science Degree	96	18 Months	\$33,000	64%	82%
	Medical Assisting Diploma	64	12 Months	\$22,000	58%	100%
	Pharmacy Technology Associate of Science Degree	96	18 Months	\$33,000	N/A	N/A

Initial	Program Name	Current Program Information			Accrediting Council for Independent Colleges and Schools	
		Clock Hours	Program Length	Total Charges for Program*	Retention Rate	Placement Rate
	Medical Massage Therapy Diploma	900	12 Months	\$17,000	95%	N/A



WE CHANGE LIVES...ONE PERSON AT A TIME.



A DISCLOSURE STATEMENT REGARDING TUITION, RETENTION AND PLACEMENT RATES

509 South 30th Street, Paducah, Kentucky 42001

By signing this Disclosure, I confirm that I have been given the opportunity to review the data, that I will not rely on any oral statements in deciding to sign this Disclosure, and that no oral guarantees about enrollment, academics, and financial aid, or career/employment prospects have been made to me.

DLP/PD/SIP/020415

Student Award Letter

Dear <insert student first name>

Student ID # <insert number>

Congratulations!!!! We have completed an evaluation of your Free Application for Federal Student Aid and/or financial aid documentation for the 2012-2013 academic year and are pleased to offer you the following estimated aid package. This aid is based on full-time enrollment. Your aid may be reduced due to less than full-time enrollment.

Program: <insert program>

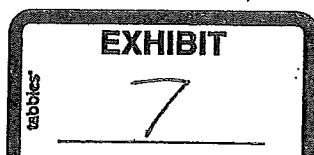
Award Year <start date to end date>

	Term 1	Term 2	Term 3	AWARD YEAR TOTAL
Institutional Cost				
Tuition (Includes Books and Supplies)	\$3900	\$3900	\$3900	\$11700
Fees:				
ABCD Fee	955	725	725	2405
EFGH Fee	100	100	100	300
Balance from 2013-2014 Award Year				
TERM TOTAL	\$6055	\$5825	\$5825	\$14,405

	Term 1	Term 2	Term 3	AWARD YEAR AID TOTAL
Self Help				
Tuition Options (cash payment)	\$150	\$150	\$150	\$450
Federal Work Study	1000	1000	1000	3000
Grants/Scholarships				
Federal Pell Grant	1850	1850	1850	5550
Federal SEOG	100	100	100	300
GED Scholarship	250	250	250	750
Loans (repayment required)				
Federal Direct Subsidized Loan	1167	1166	1166	3500
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Federal Parent PLUS Loan	500	500	500	1500
TERM TOTALS	\$5684	\$5684	\$5684	\$17050

Your aid amounts are estimated for the terms listed. In order to receive funding beyond these time frames, you and/or your parent may need to reapply for federal, state, and/or private aid at a later date.

These federal student aid funds will be applied to the charges listed in your Estimated Financial Aid Plan (attached) which lists the educationally related charges you have incurred for the current loan period.



The annual loan limits for Direct Subsidized Loans and Direct Unsubsidized Loans are as follows:

ANNUAL LOAN LIMITS FOR DIRECT SUBSIDIZED AND DIRECT UNSUBSIDIZED LOANS

Dependent Undergraduate Students (Except students whose parents cannot borrow Direct PLUS Loans)

First Year Total (Maximum \$3,500 subsidized)	\$5,500
Second Year Total (Maximum \$4,500 subsidized)	\$6,500
Third Year & Beyond (Total Each year) (Maximum \$5,500 subsidized)	\$7,500

Independent Undergraduate Students (and dependent students whose parents cannot borrow Direct PLUS Loans)

First Year Total (Maximum \$3,500 subsidized)	\$9,500
Second Year Total (Maximum \$4,500 subsidized)	\$10,500
Third Year & Beyond (Total Each year) (Maximum \$5,500 subsidized)	\$12,500

Graduate and Professional Students

For loan periods beginning before July 1, 2012: Total Amount (Each Year) (Maximum \$8,500 subsidized)	\$20,500
For loan periods beginning on or after July 1, 2012: Total Amount (Each Year) (unsubsidized only)	\$20,500

AGGREGATE LOAN LIMITS FOR DIRECT SUBSIDIZED AND DIRECT UNSUBSIDIZED LOANS

Dependent Undergraduate Students (Except students whose parents cannot borrow Direct PLUS Loans)

Total Amount Cumulative (Maximum \$23,000 subsidized)	\$31,000
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Independent Undergraduate Students (and dependent students whose parents cannot borrow Direct PLUS Loans)

Total Amount Cumulative (Maximum \$23,000 subsidized)	\$57,500
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Graduate and Professional Students

Total Amount Cumulative (Maximum \$65,500 subsidized; includes loans received for undergraduate study)	\$138,500
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Gross Direct Loans and PLUS proceeds will be reduced by the amount of the Loan Origination and Insurance Fees charged by your lender or guarantor. You are obligated to repay these loans and fees after you graduate, discontinue your studies, or drop to less than half time status

Disbursements of federal loans and Pell typically occur by week five of the term providing all paperwork was submitted timely. Disbursements will be made via Electronic Funds Transfer (EFT) to the student account.

Federal Work-Study funds may NOT be credited to the student's account as students are paid a biweekly basis. Federal Work-Study is subject to the availability of positions at your campus.

These awards are contingent on the accuracy of the information you provided. The aid package is subject to change if: (a) you receive additional outside resources; (b) there is a change in the family's income; (c) incorrect information was provided; (d) there is a change in your enrollment status; and/or (e) you fail to submit all required paperwork. Withdrawal from the College, disciplinary action, or failure to maintain minimum academic standards (Standards of Academic Progress) are cause for adjustments or cancellation of any or all awards.

Our Institution uses the multi-year feature of the Master Promissory Note (MPN) for Subsidized and Unsubsidized loans. With this process, students complete promissory notes when they initially enroll. The above Subsidized and Unsubsidized loans are awarded based on a previously signed MPN.

If you would like to cancel or reduce the amount offered, please contact the Financial Services office within seven (7) business days of the date of this letter.

Please be aware that awards could be reduced if Congress does not provide sufficient funding. Should you have any questions concerning this award letter, would like to make changes to the loan, or believe that your financial situation has changed, please contact the Financial Aid Office immediately.

Thank you for attending ...WE CHANGE LIVES...ONE PERSON AT A TIME!

Sincerely,

Daymar Financial Services



Private Education Loan Applicant Self-Certification

OMB No. 1845-0101
Form Approved
Exp. Date 05-31-2016

Lending Act, a lender must obtain a self-certification signed by the applicant before disbursing a private education loan. The school is required on request to provide this form or the required information only for students admitted or enrolled at the school. Throughout this Applicant Self-Certification, "you" and "your" refer to the applicant who is applying for the loan. The applicant and the student may be the same person.

Instructions: Before signing, carefully read the entire form, including the definitions and other information on the following page. Submit the signed form to your lender.

SECTION 1: NOTICES TO APPLICANT

- Free or lower-cost Title IV federal, state, or school student aid may be available in place of, or in addition to, a private education loan. To apply for Title IV federal grants, loans and work-study, submit a Free Application for Federal Student Aid (FAFSA) available at www.fafsa.ed.gov, or by calling 1-800-4-FED-AID, or from the school's financial aid office.
- A private education loan may reduce eligibility for free or low-cost federal, state, or school student financial aid.
- You are **strongly** encouraged to pursue the availability of free or lower-cost financial aid with your school's financial aid office.
- The financial information required to complete this form can be obtained from the school's financial aid office. If the lender has provided this information, you should contact your school's financial aid office to verify this information and to discuss your financing options.

SECTION 2: COST OF ATTENDANCE AND ESTIMATED FINANCIAL ASSISTANCE

If information is not already entered below, obtain the needed information from the school financial aid office and enter it on the appropriate line. Sign and date where indicated. See Section 5 for definitions of financial aid terms.

A. Student's cost of attendance for the period of enrollment covered by the loan	\$33,000.00
B. Estimated financial assistance for the period of enrollment covered by the loan	\$27,500.00
C. Difference between amounts A and B:	\$5,500.00

WARNING: If you borrow more than the amount on line C, you risk reducing your eligibility for free or lower-cost federal, state, or school financial aid

SECTION 3: APPLICANT INFORMATION

Enter or correct the information below.

Name and Address of School	Daymar Institute Clarksville 2691 Trenton Rd. Clarksville, TN 37040		
Applicant Name (first, last, MI)	Test Student	Date of Birth (mm/dd/yyyy)	01/01/1970
Permanent Street Address	7400 E Arapahoe Rd Suite 10		
City, State, Zip Code	Englewood, CO 80112		
Area Code/Telephone Number-Home	(303) 221-5626		
E-mail Address	matt.chinn@unisainc.com		
Period of Enrollment Covered by the Loan (mm/dd/yyyy)	From	01/12/2015	To 10/12/2017

If the student is not the loan applicant, provide the student's name and date of birth.

Student Name (last, first, MI) _____ Student Date of Birth (mm/dd/yyyy) ____/____/____

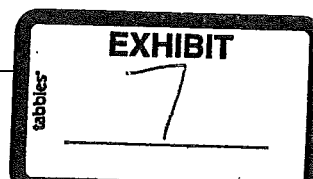
SECTION 4: APPLICANT SIGNATURE

I certify that I have read and understood the notices in Section 1 and, to the best of my knowledge, the information provided on this form is true and correct.

Signature of Applicant

Test Student

01/22/2015



SECTION 5: DEFINITIONS

Cost of attendance is an estimation of tuition and fees, room and board, transportation and other costs for the period of enrollment covered by the loan, as determined by the school. A student's cost of attendance may be obtained from the school financial aid office.

Estimated financial assistance is all federal, state, institutional (school), private and other sources of assistance used in determining eligibility for most Title IV student aid, including amounts of financial assistance used to replace the expected family contribution. The student's estimated financial assistance is determined by the school, and may be obtained from the school's financial aid office.

A lender is a private education lender as defined in Section 140 of the Truth in Lending Act; and any other person engaged in the business of securing, making, or extending education loans on behalf of the lender.

A period of enrollment is the academic year, academic term (such as semester, trimester, or quarter) or the number of weeks of instructional time for which the applicant is requesting student financial assistance.

A private education loan is a loan provided by a private education lender that is not a Title IV loan and that is issued expressly for postsecondary education expenses to a borrower, regardless of whether the loan is provided through the school that the student attends or directly to the borrower from the private education lender. A private education loan does not include (1) An extension of credit under an open end consumer credit plan, a reverse mortgage transaction, a residential mortgage transaction, or any other loan that is secured by real property or a dwelling; or (2) An extension of credit in which the school is the lender if the term of the extension of credit is 90 days or less or an interest rate will not be applied to the credit balance and the term of the extension of credit is one year or less, even if the credit is payable in more than four installments.

Title IV student financial aid includes the Federal Pell Grant Program, the Federal Supplemental Educational Opportunity Grant (FSEOG) Program, the Federal Work-Study (FWS) Program, the William D. Ford Federal Direct Loan (Direct Loan) Program, the Federal Perkins Loan Program, and the Teacher Education Assistance for College and Higher Education (TEACH) Grant Program. To apply for Title IV federal grants, loans, and work-study, submit a Free Application for Federal Student Aid (FAFSA), which is available at www.fafsa.gov, by calling 1-800-4-FED-AID, or from the school's financial aid office.

SECTION 6: PAPERWORK REDUCTION NOTICE

Paperwork Reduction Notice: According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a currently valid OMB control number. The valid OMB control number for this information collection is 1845-0101. The time required to complete this information collection is estimated to average 0.25 hours (15 minutes) per response, including the time to review instructions, search existing data resources, gather and maintain the data needed, and complete and review the information collection.

If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to:

U.S. Department of Education, Washington, DC 20202-4651

If you have any comments or concerns regarding the status of your individual submission of this form, contact your lender.

IMPORTANT TRUTH IN LENDING DISCLOSURES ABOUT YOUR EDUCATIONAL SERVICES INSTALLMENT PAYMENT AGREEMENT

Daymar Institute Clarksville

2691 Trenton Rd.
Clarksville, TN 37040
(270) 926-1188

Example Loan Interest Rate & Fees

Your interest rate will be:

10.00%

Your Interest Rate during the life of the loan

Your rate is fixed.

Loan Fees

Late Charge: \$5

Returned Check Charge: \$20

This program recommends an out of school minimum monthly payment of \$150. This could reduce the term of your loan.

Loan Cost Examples

The total amount you will pay for this financing will vary depending upon the amount of your in school payment.

You may be offered one of the following in-school payment options below depending upon your financial need.

In School Payment Option	Amount Provided By The School	Interest Rate	Loan Term (how long you have to pay off the loan)	Total Paid over the Loan Term
1. \$50 in school monthly payment	\$10,000	10.00%	11 years 3 months	\$15,418.73
2. \$150 in school monthly payment	\$10,000	10.00%	11 years 3 months	\$14,540.02

About this example

The repayment example assumes that you remain in school for 3 years.

Federal Loan Alternatives

You must apply for and accept all available forms of Federal education loans in order to qualify for this financing.

You may qualify for Federal education loans.

For additional information, contact your school's financial aid office or the Department of Education at:
www.federalstudentaid.ed.gov

Loan Program	Current Interest Rates by Program Type	
PERKINS (for Students)	5.0% fixed	
STAFFORD (for Students)	4.66% fixed	Undergraduate Subsidized
	4.66% fixed	Undergraduate Unsubsidized & Graduate
PLUS (for Parents and Graduate / Professional Students)	6.21% fixed	Federal Family Education Loan
	7.21% fixed	Federal Direct Loan

Next Steps

1. Find Out About Other Loan Options.

Contact your school's financial aid office or visit the Department of Education's website at: www.federalstudentaid.ed.gov for more information about other loans.

2. To Apply for this Loan, Complete the Self-Certification Form

You may get the certification form from your school's financial aid office. If you are approved for this loan, the loan terms will be available for 30 days (terms will not change during this period, except as permitted by law).

REFERENCE NOTES

Eligibility Criteria

Borrower

- Must apply for and accept all Federal Student aid.

- Must be 18 years or older at the time you apply.

Co-signers

- Rates are typically higher without a co-signer.
- Must be 18 years or older at the time of loan application.

Bankruptcy Limitations

- If you file for bankruptcy you may still be required to pay back this loan

More information about loan eligibility and repayment deferral or forbearance options is available in your Educational Services Installment Payment Agreement.

TILA 1A

Test Student

I certify that I have read and understand this Truth in Lending Disclosure

Test Student

IMPORTANT TRUTH IN LENDING DISCLOSURES ABOUT YOUR EDUCATIONAL SERVICES INSTALLMENT PAYMENT AGREEMENT

BORROWER:
 Test Student
 7400 E Arapahoe Rd
 Suite 10
 Englewood, CO 80112

CREDITOR:
 Daymar Institute Clarksville
 2691 Trenton Rd.

 Clarksville, TN 37040

Loan Rates & Estimated Total Costs

Total Loan Amount

\$5,500.00

The total amount you are financing.

Interest Rate

0.00%

Your current interest rate.

Finance Charge

\$0.00

The estimated dollar amount the credit will cost you.

Total of Payments

\$5,500.00

The estimated amount you will have paid when you have made all payments.

ITEMIZATION OF AMOUNT FINANCED

Amount paid to you		\$0.00
Amount applied to your charges		
Daymar Institute Clarksville	+	\$5,500.00
Amount Financed	=	\$5,500.00
(total amount provided)		
Initial Finance Charges	+	\$0.00
Total Loan Amount	=	\$5,500.00

ABOUT YOUR INTEREST RATE

- Your rate is fixed

• Your Annual Percentage Rate (APR) is

0.00%

FEES

Late Charge:

\$5.00

Returned Check Charge:

\$20.00

Estimated Repayment Schedule & Terms

TERM LOAN FOR: 60 months

In School Payments:		MONTHLY PAYMENTS
02/01/2015	to 10/01/2017	\$75.00
	33 monthly payments	
(No interest accrues during this time)		
Out of School Payments:		
11/01/2017	to 01/01/2020	\$112.04
	27 monthly payments	

Federal Loan Alternatives

You must apply for and accept all available forms of Federal education loans prior to accepting this financing. For additional information, contact your campus's student finance aid office or the Department of Education at www.federalstudentaid.ed.gov

Loan Program	Current Interest Rates by Program Type	
PERKINS (for Students)	5.0% fixed	
STAFFORD	4.66% fixed	Undergraduate Subsidized
(for Students)	4.66% fixed	Undergraduate Unsubsidized & Graduate
PLUS	6.21% fixed	Federal Family Education Loan
(for Parents and Graduate/Professional/Students)	7.21% fixed	Federal Direct Loan

Next Steps & Terms of Acceptance

This offer is good until:

02/21/2015

1. Find out about other loan options.
Contact your school's financial aid office for more information.
2. You have until the date listed to the left to accept this offer.

If you do not accept this financing your unfunded tuition and charges must be paid in full in order for you to attend classes.

The terms of this offer will not change except as permitted by law.

3. To accept the terms of this financing, please sign the enclosed APEX Educational Services Installment Payment Agreement.

REFERENCE NOTES

Prepayments:

- If you pay the loan off early, you will not have to pay a penalty.

See your financing agreement for any additional information about nonpayment, default or any required repayment in full before the scheduled date.

Bankruptcy Limitations

- If you file for bankruptcy you may still be required to pay back this loan.

TLA 1B

Test Student

I certify that I have read and understand
this Truth in Lending Disclosure

Test Student

APEX Educational Services Installment Payment Agreement

<p>Covering Payments for activity during: 01/12/2015 Terms</p> <p>Student's Information: Name: Test Student Address: 7400 E Arapahoe Rd Suite 10 Englewood, CO 80112 Social Security Number: 123-45-6789 DOB: 1/1/1970 Telephone #: (303) 221-5626 Email: matt.chinn@unisainc.com</p> <p>Cosigner's Information: Name: _____ Address: _____ _____ Social Security Number: _____ DOB: _____ Telephone #: _____ Email: _____</p> <p>Date: 1/22/2015</p> <p>In this agreement and disclosure, "I", "me" and "my" refer to the student and cosigner named above and "you" and "your" refer to the School.</p> <p>1. Goods and/or Services Sold. I have agreed to buy the following educational program on credit:</p> <p>The agreed price for the educational program for the terms specified above is <u>\$33,000.00</u> and payment of <u>\$27,000.00</u> of the cost of the educational program is estimated to come from other sources, including Federal student loans and grants.</p> <p>The Amount Financed shown below is the best faith estimate of the unpaid portion of the agreed price for the educational program based on the estimated amount of other payment sources available. I may be allowed, in your sole discretion, to include later purchases from you under this agreement. If you agree to include later purchases, you will add the unpaid balance of the Amount Financed to the amount financed with respect to the later purchases which will result in a single schedule of payments (a "consolidation"). The total amount financed will not exceed the total cost of educational services received by me through my last date of attendance less all other sources of funding I receive.</p> <p>2. Promise to Pay. I promise to pay you a Total of Payments equal to: <u>\$6,000.00</u></p> <p>The Enrollment Agreement provides the complete program cost. The amount in this Agreement is the part of the complete program cost, which includes the agreed price, interest charges, and any other amounts financed by you, less any payments coming from other sources of funding, including federal student loans and grants. I will pay you in installments as listed below in my Payment Schedule. My final payment will be for any unpaid balance and accrued interest not yet paid. I will send payments to any address you specify.</p>	<p>Created on: 1/22/2015</p> <p>School: Daymar Institute Clarksville</p> <p>Address: 2691 Trenton Rd. Clarksville, TN 37040</p> <p>"NOTICE TO CALIFORNIA RESIDENTS ONLY PURSUANT TO ED CODE §94916" "YOU MAY ASSERT AGAINST THE HOLDER OF THE PROMISSORY NOTE YOU SIGNED IN ORDER TO FINANCE THE COST OF THE EDUCATIONAL PROGRAM ALL OF THE CLAIMS AND DEFENSES THAT YOU COULD ASSERT AGAINST THIS INSTITUTION, UP TO THE AMOUNT YOU HAVE ALREADY PAID UNDER THE PROMISSORY NOTE."</p> <p style="text-align: center;">ITEMIZATION OF THE AMOUNT FINANCED</p> <table style="width:100%;"> <tr> <td>1. CASH PRICE</td> <td style="text-align: right;">\$33,000.00</td> </tr> <tr> <td>(a) Cash Price of Educational Program Purchased</td> <td style="text-align: right;">\$33,000.00</td> </tr> <tr> <td>(b) Taxes</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>Total Cash Price</td> <td style="text-align: right;">\$33,000.00</td> </tr> <tr> <td>2. AMOUNTS PAID TO PUBLIC OFFICIALS</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>3. TOTAL (1+2)</td> <td style="text-align: right;">\$33,000.00</td> </tr> <tr> <td>4. ESTIMATED AMOUNT OF OTHER SOURCES OF FUNDING</td> <td style="text-align: right;">\$27,000.00</td> </tr> <tr> <td>5. PREPAID FINANCE CHARGE</td> <td style="text-align: right;">\$0.00</td> </tr> <tr> <td>6. AMOUNT FINANCED ((3-4)+5)</td> <td style="text-align: right;">\$5,500.00</td> </tr> </table> <p>The amount financed shown above is based on an estimate of the amount of other sources of funding available. In the event the actual amount of the other sources of funding shown above is different than the estimated amount, the amount financed will be adjusted.</p>	1. CASH PRICE	\$33,000.00	(a) Cash Price of Educational Program Purchased	\$33,000.00	(b) Taxes	\$0.00	Total Cash Price	\$33,000.00	2. AMOUNTS PAID TO PUBLIC OFFICIALS	\$0.00	3. TOTAL (1+2)	\$33,000.00	4. ESTIMATED AMOUNT OF OTHER SOURCES OF FUNDING	\$27,000.00	5. PREPAID FINANCE CHARGE	\$0.00	6. AMOUNT FINANCED ((3-4)+5)	\$5,500.00
1. CASH PRICE	\$33,000.00																		
(a) Cash Price of Educational Program Purchased	\$33,000.00																		
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5. PREPAID FINANCE CHARGE	\$0.00																		
6. AMOUNT FINANCED ((3-4)+5)	\$5,500.00																		

(additional items contained on next page)

Federal Truth-In-Lending Act Disclosures

	ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate	FINANCE CHARGE The dollar amount the credit will cost me	Amount Financed The amount of credit provided to me or on my behalf	Total of Payments The amount I will have paid after I have made all payments as scheduled	Total Sale Price The total cost of my purchase including my down payment of \$500.00
In School	0.00%	\$0.00	\$2,475.00	\$2,475.00	\$2,975.00
Out of School	0.00%	\$0.00	\$3,025.00	\$3,025.00	\$3,025.00
Total	N/A	\$0.00	\$5,500.00	\$5,500.00	\$6,000.00

Failure to pay in school payments will result in the balance of any unpaid student payments being added to the out of school balance and will be subject to the same interest charges.
 In school payments also include the first three monthly payments after the student withdraws from the school.

My Payment Schedule Will Be:

	Number	Amount Total	Each Pymt	Beginning
In School:	33	\$2,475.00	\$75.00	2/1/2015
*Out of School:	27	\$3,025.00	\$112.04	11/1/2017
Total:	60	\$5,500.00		

*out of school payments may be higher if subsequent loans are created. If no subsequent loans are created, the loan term length may be adjusted such that the minimum monthly payment will be \$150.00.

Signatures.

I acknowledge receipt of the completed APEX Educational Services Installment Payment Agreement, including the Truth-in-Lending disclosure. By signing below, I agree to all terms and conditions of the Agreement, including the "Additional Terms" below.

Test Student

1/22/2015

Student's Signature

Date

Cosigner's Signature

Date

Cosigner: Please see the Cosigner Disclosure for important information regarding the responsibilities of a cosigner.

Matt Chinn

1/22/2015

School's Signature

Date

Additional Terms**1. Prepayment:** If I pay off early, I will not have to pay a penalty.

I understand the rest of this agreement contains additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment penalties and refunds.

2. Interest and Charges: I promise to pay you interest on the unpaid balance of the Amount Financed at a fixed rate of interest.

3. Default: I will be in default if any of the following happen: (a) I do not make a payment when due or in the full amount; (b) I do not keep any of my other promises in this agreement; or (c) I file for bankruptcy or a bankruptcy is filed against me or a guarantor of this agreement. If I am in default, you may require immediate payment of the entire unpaid balance of the then current Amount Financed and any other amount I owe to you. You may, but are not required to give me notice of my default and the fact that you do not provide notice will not be a waiver of any of your rights. In the event that any action to enforce the terms of this agreement is brought, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

4. Dishonored Payment: If I pay you by check and it is returned, I agree to pay you a service charge of \$20.**5. Late Charges:** I agree that any installment past due more than 10 days is subject to a late charge of \$5.**7. Arbitration:**

I agree that any claim, dispute or controversy between us or claim by either of us against the other or any employees, agents or assigns of the other (including but not limited to any claim arising from or relating to this agreement or the relationships which result from this agreement, no matter against whom made and including any claim regarding the applicability of this arbitration clause and the validity of the entire agreement) at your request or my request, be resolved by neutral binding arbitration by the American Arbitration Association ("AAA"), under the Code of Procedure in effect at the time the claim is filed. Any arbitration hearing will take place at a location near my residence.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1-16. Judgment upon the award may be entered in any court having jurisdiction. Nothing in this agreement shall be construed to prevent either party's use of bankruptcy or repossession, replevin, judicial foreclosure or any other prejudgment or provisional remedy relating to any collateral security or property interests for contractual debts now or hereafter owed by either party to the other under this agreement. I understand that my arbitration fees will be waived by the AAA in the event I cannot afford to pay them. I also understand that you will pay that portion of my arbitration filing fee that exceeds the court filing fee that I would have paid for the jurisdiction where I live.

I UNDERSTAND THAT IF ONE OF US CHOOSES ARBITRATION WE WOULD HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE THROUGH A COURT AND TO HAVE A JUDGE OR JURY DECIDE OUR CASE, BUT WE CHOSE TO WAIVE THOSE RIGHTS AND HAVE DISPUTES DECIDED THROUGH ARBITRATION.

6. Privacy Policy: Both parties agree to be bound by the privacy policy that is included in the Catalog and Enrollment Agreement for Daymar Institute Clarksville.**8. Jurisdiction:**

Unless otherwise required by applicable law, this agreement shall be construed under and controlled by laws of the state of Tennessee.

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 (SCHOOL) OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

**Cosigner Disclosure
For
APEX Educational Services Installment Payment Agreement**

You are being asked to guarantee this debt. Think carefully before you do. If the borrower (student) doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower (student) does not pay. You may also have to pay late fees or collection costs, which increase this amount.

The creditor (school) can collect this debt from you without first trying to collect from the borrower (student). The creditor (school) can use the same collection methods against you that can be used against the borrower (student), such as suing you, garnishing your wages, etc.

If this debt is ever in default, that fact may become a part of your credit record.

This notice is not the contract that makes you liable for the debt.

IMPORTANT TRUTH IN LENDING DISCLOSURES ABOUT YOUR EDUCATIONAL SERVICES INSTALLMENT PAYMENT AGREEMENT

BORROWER: Test Student 7400 E Arapahoe Rd Suite 10 Englewood, CO 80112	CREDITOR: Daymar Institute Clarksville 2691 Trenton Rd. Clarksville, TN 37040
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You have a right to cancel this transaction, without penalty, by midnight on the date below. No amounts will be applied to finance your tuition and fees until the cancellation period expires. If you cancel the unfinanced portion of your tuition and fees will immediately become due.

You may cancel by calling: (270) 926-1188

Cancel Date: 1/25/2015

Loan Rates & Estimated Total Costs

Total Loan Amount

\$5,500.00

The total amount you are financing.

Interest Rate

0.00%

Your current interest rate.

Finance Charge

\$0.00

The estimated dollar amount the credit will cost you.

Total of Payments

\$5,500.00

The estimated amount you will have paid when you have made all payments.

ITEMIZATION OF AMOUNT FINANCED

Amount paid to you		\$0.00
Amount applied to your charges		
Daymar Institute Clarksville	+	\$5,500.00
Amount Financed	=	\$5,500.00
(total amount provided)		
Initial Finance Charges	+	\$0.00
Total Loan Amount	=	\$5,500.00

ABOUT YOUR INTEREST RATE

• Your rate is fixed

• Your Annual Percentage Rate (APR) is

0.00%

FEES

Late Charge:

\$5.00

Returned Check Charge:

\$20.00

Estimated Repayment Schedule & Terms

TERM LOAN FOR: 60 months

In School Payments:		MONTHLY PAYMENTS
02/01/2015 to 10/01/2017		\$75.00
33 monthly payments		
(No interest accrues during this time)		
Out of School Payments:		
11/01/2017 to 01/01/2020		\$112.04
27 monthly payments		

REFERENCE NOTES

Prepayments:

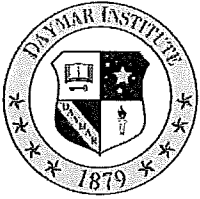
• If you pay the loan off early, you will not have to pay a penalty.
See your financing agreement for any additional information about nonpayment, default or any required repayment in full before the scheduled date.

Bankruptcy Limitations

• If you file for bankruptcy you may still be required to pay back this loan.

I certify that I have read and understand
this Truth in Lending Disclosure

Test Student



Program Licensure, Certification, and Accreditation Disclosure

Daymar College – Owensboro Campus
3361 Buckland Square
Owensboro, Kentucky 42301

Nursing

Read and initial on the lines below for disclosures related to “All Programs” as well as the specific program of interest. Sign, date, and print your name on the final page.

Institutional Accreditation – The Institution is accredited by The Accrediting Council for Independent Colleges and Schools (ACICS), 7501 First Street N.E., Suite 980, Washington D.C., 20002-4241, (202)336-6780, which is a nationally recognized accrediting agency and is recognized as such by the United States Department of Education.

State Licensure/Registration/Certification - Daymar does not control state licensure/registration/certification requirements in any state and cannot guarantee that graduates will be eligible to work in the resident state or any other state. Students are encouraged to research professional organizations and state licensure requirements related to their field of study prior to starting classes.

Criminal Record - A background check is required for this program. Evidence of a felony conviction may disqualify me from admittance to the Nursing Program. Evidence of a felony or misdemeanor conviction before, during or following my enrollment in the program, may prevent me from being licensed, certified, or obtaining employment. Licensure decisions related to background and criminal checks are not controlled by Daymar.

Nursing Program - (Owensboro campus only) In all states, Washington DC, and U.S. territories, students must graduate from an approved nursing program and pass a national licensing examination, known as the National Council Licensure Examination, or NCLEX-RN, in order to obtain a nursing license. Other eligibility requirements for licensure vary by state. Contact your state's board of nursing for details.

Daymar College - Owensboro has initial approval from the Kentucky Board of Nursing for the Associate Degree in Nursing Program. Upon completion of all program requirements and fulfillment of all requirements established by the Kentucky Board of Nursing, a Daymar graduate will be eligible to take the NCLEX-RN. Please note that a board of nursing/regulatory body declares the eligibility of an individual to sit for the NCLEX-RN® and all final eligibility decisions rest solely with the Board. Additional information related to the NCLEX is located at www.pearsonvue.com/nclex. For further information related to nursing education in Kentucky, the Kentucky Board of Nursing website is located at <http://kbn.ky.gov/education/Pages/default.aspx>.

Transferability and Employability

Daymar's Nursing program does not have programmatic accreditation.

This lack of programmatic accreditation could negatively impact a graduate's ability to be employed by certain hospitals and could also negatively affect the graduate's ability to transfer credits earned at Daymar to another institution. Students planning to transfer credits and/or attend a graduate program in Nursing should contact the receiving institution before making the decision to enroll at Daymar.

I have read and understand the information initialed above.

Student Signature

EXHIBIT

8

Print Student Name



Cash Payment Acknowledgment Statement

- | | |
|--|--|
| <input type="checkbox"/> 2421 Fitzgerald Industrial Dr., Bowling Green, KY 42101, (270) 843-6750 | <input type="checkbox"/> 415 Golden Bear Ct., Murfreesboro, TN 37128, (615) 217-9347 |
| <input type="checkbox"/> 2691 Trenton Rd., Clarksville, TN 37040, (931) 552-7600 | <input type="checkbox"/> 340 Plus Park Blvd., Nashville, TN 37217, (615) 361-7555 |
| <input type="checkbox"/> 1579 Victor Rd., Lancaster, OH 43130, (740) 687-6126 | <input type="checkbox"/> 3879 Rhodes Ave., New Boston, OH 45662, (740) 456-4124 |
| <input type="checkbox"/> 4112 Fern Valley Rd., Louisville, KY 40219, (502) 495-1040 | <input type="checkbox"/> 3361 Buckland Sq., Owensboro, KY 42301, (270) 926-4040 |
| <input type="checkbox"/> 1105 National Mine Dr., Madisonville, KY 42431, (270) 643-0312 | <input type="checkbox"/> 206 Sam Walton Dr., Russellville, KY 42276, (270) 726-8311 |

Acknowledgment

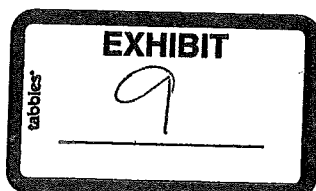
By signing this statement, I hereby confirm that prior to entering into any Cash Payment Plan agreement with Daymar, I have received the Total Cost of Attendance for my program for the 2015-2016 loan period as disclosed on the Daymar College Shopping Sheet. I further confirm that I have also received an itemization of my total award package as disclosed in my 2015-2016 Award Letter.

Student Signature

Date

Parent Signature (If Applicable)

Date





STUDENT ENROLLMENT AGREEMENT

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Last Name First Name Middle Initial Maiden Name

Street Address City State Zip

Home Phone Cell Phone Work Phone Extension

Email Address Social Security Number Date of Birth (mm/dd/year)

I am enrolling at Daymar College* ("Daymar") in the _____ Program as a

☐ Full-Time ☐ Part-Time ☐ Single Class student. As a full-time student, I need to complete _____ credit hours (clock hours for the Medical Massage Therapy Program only) for approximately _____ months, beginning _____ to obtain my ☐ Certificate ☐ Diploma ☐ Associate of Science Degree (KY) ☐ Associate of Applied Science Degree (TN & OH) ☐ Bachelor of Science Degree (KY) ☐ Bachelor of Applied Science Degree (TN & OH) to complete my program on approximately _____. I prefer ☐ Day ☐ Night ☐ Weekend ☐ On-ground ☐ Online ☐ Hybrid classes or I have ☐ No Preference.

Initial _____

_____ **SCHEDULE** – Classes meet year-round according to the schedule outlined in Daymar's catalog. Currently, classes are offered between 8:00 a.m. and 10:00 p.m. Preference for class time is normally granted on a first-come, first-served basis. However, assignment of class time will be at the sole discretion of Daymar. I understand I may be required to attend Day, Night, Weekend, On-ground, Online, or Hybrid classes to complete my program.

_____ **AGREEMENT TERMS** – This Agreement and any applicable amendments, which are incorporated herein by reference, are the full and complete agreement between Daymar and me. By signing this Agreement, I confirm that no oral representations or guarantees about enrollment, academics, financial aid, and/or career/employment prospects have been made to me, and that I will not rely on any oral statements in deciding to sign this Agreement. My enrollment is not complete and this Agreement is not in effect until it is signed by an Authorized College Official.

_____ **CANCELLATION** – I understand that I may cancel this transaction by letter or in person without any penalty or obligation within five (5) business days after the first visit to Daymar, in which event, any payment made by me will be promptly returned to me by Daymar. If a cancellation is requested more than five (5) business days after signing this Student Enrollment Agreement ("Agreement") and making an initial payment, but prior to entering school, I am entitled to a refund of all monies paid. If for any reason I fail to complete a school term, I am fully aware of my obligation to pay the Term Charges for that school term according to the Refund Adjustment Policy in this Agreement.

_____ **PAYMENTS** – I understand I am expected to pay in full, before commencement of classes, all of the Term Charges not covered by financial assistance awards based on the grid listed in this Agreement. Daymar reserves the right to change Term Charges.

*For the purposes of this Agreement, Daymar shall mean Daymar Learning, Inc.; or Daymar Learning of Ohio, Inc.; or Draughtons Junior College, Inc. doing business as Daymar College.

WE CHARGE

ORIGINAL: Academic

EXHIBIT

10

AT A TIME.

is | COPY: Student

DC-ALL/SEA/042815



STUDENT ENROLLMENT AGREEMENT

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INCLUSIVE PROGRAM PRICING SUMMARY

✓ Check One	PROGRAMS Not All Programs Offered at All Locations	Program Price at FULL-TIME*	TERM CHARGES - BILLED PER TERM			
			FULL-TIME		PART-TIME	
			4 Classes 16 Credit Hrs	3 Classes 12 Credit Hrs	2 Classes 8 Credit Hrs	1 Class 4 Credit Hrs
DIPLOMA PROGRAM – 60 Credit Hours						
	Medical Assisting – Administrative (Clarksville, TN Only)	\$21,500	\$5,500	\$5,000	\$3,332	\$1,666
DIPLOMA PROGRAMS – 64 Credit Hours						
	Billing & Coding Specialist	\$22,000	\$5,500	\$5,000	\$3,332	\$1,666
	Business Management					
	Criminal Justice					
	Medical Assisting – Clinical					
DIPLOMA PROGRAMS – 72 Credit Hours						
	Accounting	\$26,500	\$5,500	\$5,000	\$3,332	\$1,666
	Business Administration					
	Cardiographic Technology					
	Dental Assisting					
	Graphic Design					
	Medical Assisting – Administrative (Online Only)					
	Pharmacy Technology					
ASSOCIATE DEGREE PROGRAMS – 92 - 104 Credit Hours						
	All Associate Degree Programs* *Except for Noted Programs	\$33,000	\$5,500	\$5,000	\$3,332	\$1,666
	Medical Assisting – Administrative, 92 Credit Hours (Clarksville, TN Only)	\$32,500	\$5,500	\$5,000	\$3,332	\$1,666
	Medical Assisting – Administrative, 96 Credit Hours (Online Only)	\$33,000	\$5,500	\$5,000	\$3,332	\$1,666
	Medical Assisting – Clinical, 96 Credit Hours	\$33,000	\$5,500	\$5,000	\$3,332	\$1,666
	Nursing*, 96 Credits (Owensboro, KY Only)	\$48,000	-	\$6,000	\$4,000	\$2,000
	Paralegal Studies*, 104 Credit Hours	\$36,332	\$5,500	\$5,000	\$3,332	\$1,666
	Physical Therapist Assistant* (Clarksville, TN Only)	\$42,500	-	\$5,313	\$3,542	\$1,771
BACHELOR DEGREE PROGRAMS						
	All Bachelor Degree Program*, 180 Credit Hours *Except for Noted Programs	\$62,166	\$5,500	\$5,000	\$3,332	\$1,666
	RN to BSN Program*, 96 Credit Hours (Online Only)	\$24,000	\$4,000	\$3,000	\$2,100	\$750

✓ Check One	<u>PROGRAMS</u>	Program Price	TERM CHARGES - BILLED PER PAYMENT PERIOD	
			FULL-TIME	
			1 st Payment, 450 Clock Hours	2 nd Payment, 450 Clock Hours
DIPLOMA PROGRAM – 900 Clock Hours		\$17,000	\$8,500	\$8,500
	Medical Massage Therapy			

PLEASE NOTE: The Program Price assumes that you pass every class in the program and that you will carry 16 credit hours per term for the entire length of the program. Carrying less than the minimum required credit hours per term and/or failure to pass every class in the program will result in a higher total program price. Because programs that begin on February 23, 2015, May 11, 2015, August 3, 2015, November 2, 2015 have a maximum class load of eight (8) credit hours, the first term of programs that begin on these dates will be billed at 50% of the normal rate of a full-time program. Programs which require less than four classes in the final term will have the last one or two classes billed at the single class rate.

Initial

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TERM CHARGES - I understand that the Term Charge is the comprehensive cost except for certain fees that may not apply to every student. Examples include, but are not limited to, proficiency exam fees, transcript fees, returned check fees, photocopy fees, unreturned textbook fees, and facsimile fees. If I withdraw from Daymar, I understand that all balances owed to Daymar are immediately due and payable, including any financial assistance funds that have not been received by Daymar. Any balances not paid on time may be subject to late charges, collection costs, and attorney's fees. I understand that any financial assistance that I receive will be applied to my charges for the term in which the financial assistance is received. I understand that I am expected to pay in full, before commencement of classes, including all charges for any course I retake due to a failing grade.

ARBITRATION - I understand that any dispute, controversy, or claim arising out of or relating to my enrollment at Daymar, this Agreement, or the breach thereof, including any such claim that I may assert against any employee, agent, principal, or affiliate of Daymar, shall be resolved by arbitration in the city in which the Daymar campus I attend is located in accordance with the commercial rules of the American Arbitration Association then in effect, and that judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The validity, interpretation, and performance of this arbitration provision shall be controlled by and construed under the Federal Arbitration Act. The invalidity or unenforceability of any portion of this arbitration provision shall not affect any other provision of this Agreement. I understand that an arbitrator, and not a court, shall resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement generally or the arbitration provision specifically, including, but not limited to, any claim that all or part of the Agreement or the arbitration provision is void or voidable for any reason whatsoever. I understand that by agreeing to this arbitration provision, I am expressly waiving any right to a jury trial with respect to any claim that is subject to this arbitration provision. I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, or consolidation action. I further agree that, unless both Daymar and I agree otherwise, the arbitrator may not consolidate more than one person's claim. Ohio Students - Students residing in Ohio have the ability to file a complaint by contacting the State Board of Career Colleges and Schools, 30 East Broad Street, Suite 2481, Columbus, Ohio 43215 or by calling (877) 275-4219. Tennessee Students - Student grievances not resolved on the institutional level may be forwarded to the Tennessee Higher Education Commission, Nashville, Tennessee 37243, (615) 741-3605.

SEVERABILITY - In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the Agreement contemplated herein to be unreasonable.

ATTENDANCE - I understand that each term as a new, re-entry, or continuing student, I must post attendance after the published drop/add date in the current Daymar catalog to be considered an active student. As a continuing student for future terms, I understand that I am obligated to pay the Term Charges for the school term according to the Refund Adjustment Policy based on the attendance posted prior to the published drop/add period of the term.

REFUND ADJUSTMENT POLICY

Refund Policy For First-Term Students

Students enrolling in any Daymar program are permitted to withdraw within twenty-one (21) days of the first day of the student's first term or within twenty-one (21) days of the student's first day of class for the student's first term, whichever is latest in time, at the Daymar institution in which the student enrolled. If the student's first term is a six-week mid-start term, students shall be permitted to withdraw within fourteen (14) days of the first day of the student's first mid-start term or within fourteen (14) days of the student's first day of class for the student's first mid-start term, whichever is latest in time. For students enrolled in a program measured in clock-hour increments, students shall be permitted to withdraw within the first one hundred (100) clock hour increments of their first payment period for the program. Daymar will not charge any student who withdraws pursuant to this paragraph for any tuition and fees associated with attending classes during the twenty-one (21) day, 100 clock-hour, or fourteen (14) day grace periods outlined in this paragraph. Daymar will not

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request Title IV funds on behalf of any student who withdraws pursuant to this paragraph and will return to grantors or lenders any grants and financial aid received for or on behalf of the student.

Refund Schedule for First-Term Students Only

Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at the Start of a Full Term		Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at a Start of a Mid-Term	
First Week	0%	First Week	0%
Second Week	0%	Second Week	0%
Third Week	0%	Third Week	50%
Fourth Week	33%	Fourth Week and thereafter	67%
Fifth Week	42%	Fifth Week through end of term	100%
Sixth Week	50%		
Seventh Week	58%		
Eighth Week through end of term	100%		

Refund Schedule for First-Time Medical Massage Therapy Students

Percentage of tuition owed by all first-time Medical Massage Therapy students in their first payment period within each clock hour increment earned at Daymar:

0-50 Hours	0%
51-100 Hours	0%
101-150 Hours	33%
151-200 Hours	44%
201-250 Hours	55%
251-267 Hours	59%
268-450 Hours	100%

Refund Policy For Continuing and Returning Students

Institutional and State Grant refunds are determined by the schedules below. No refund will be given upon withdrawal from individual courses after Drop/Add Period. If a student withdraws from a course, they do not receive a refund for that course as long as they continue their enrollment. Under the pro-rata term tuition refund schedule, Daymar retains a pro-rata percentage of tuition up through 60% of the term (based on the number of weeks the Student has been in attendance that term) and refunds the remainder. The refund computation is based on the students last day of attendance. If the student withdraws from Daymar and therefore withdraws from all courses, then a Return to Title IV funds calculation is performed to determine the correct refund based on the date of withdrawal. All refunds will be made within thirty (30) days from the time Daymar determines the student has withdrawn.

Refund Schedule for Continuing and Returning Students

Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at the Start of a Full Term		Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at a Start of a Mid-Term	
First Week	8%	First Week	17%
Second Week	17%	Second Week	33%
Third Week	25%	Third Week	50%
Fourth Week	33%	Fourth Week and thereafter	67%
Fifth Week	42%	Fifth Week through end of term	100%
Sixth Week	50%		
Seventh Week	58%		
Eighth Week through end of term	100%		

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All institutions participating in the United States Department of Education Student Financial Aid Programs (SFA) are required to use a statutory schedule to determine the amount of SFA Program funds a student has earned when he/she ceases attendance based on the period the student was in attendance. The Higher Education Act of 1998, as amended, in general, requires that if a recipient of SFA Program assistance withdraws from Daymar during a payment period or period of enrollment in which the recipient began attendance, Daymar must calculate the amount of SFA Program assistance the student did not earn and those funds must be returned.

Daymar is required to calculate refunds for Indiana residents using the Indiana Commission on Proprietary Education's Uniform Refund Policy. See the Campus President/Director for a copy of this refund policy.

Up through the 60% point in each payment period or period of enrollment, a pro-rata schedule is used to determine how much SFA Program funds the student has earned at the time of withdrawal from Daymar. After the 60% point in the payment period or period of enrollment, a student has earned 100% of the SFA Program funds. The percentage of the payment period or period of enrollment completed is determined by the total number of calendar days in the payment period or period of enrollment (denominator) for which assistance is awarded, divided into the number of calendar days completed in that period as of the day the student withdrew (numerator). Scheduled breaks of at least five (5) consecutive days are excluded for the total number of calendar days in a payment period or period of enrollment and the number of calendar days completed in that period. Daymar must return the lesser of the amount of SFA Program funds that the student does not earn, or the amount of institutional costs that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that was not earned. The student (or parent, if a Federal PLUS loan) must return or repay, as appropriate, any SFA funds in accordance with the terms of the loan as well as the remaining unearned SFA Program grant (not to exceed 50% of the grant) as an overpayment of the grant.

Please note that the student may have an outstanding balance due to the school that is greater than that which was owed prior to withdrawal and refund calculations. Individual calculations are available upon request in the financial aid office.

Initial

_____ This Agreement and any applicable amendments, which are incorporated herein by reference, are the full and complete agreement between me and the College. By signing this Agreement, I confirm that no oral guarantees about enrollment, academics, financial aid, and/or career/employment prospects have been made to me, and that I will not rely on any oral statements in deciding to sign this Agreement. My enrollment is not complete and this Agreement is not in effect until it is signed by an Authorized College Official. For the purposes of this Agreement, the "College" shall mean Daymar Learning, Inc. doing business as Daymar College.

Initial

_____ I HAVE READ ALL PAGES OF THIS STUDENT ENROLLMENT AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT AND I HAVE RECEIVED A COPY OF THE AGREEMENT AFTER I SIGNED IT.

Student Signature Date

Parent Signature (If Applicable) Date

Admissions Official Signature Date

Authorized College Official Signature Date

WE CHANGE LIVES...ONE PERSON AT A TIME.

REFUND ADJUSTMENT POLICY

Refund Policy For First-Term Students

Students enrolling in any Daymar program are permitted to withdraw within twenty-one (21) days of the first day of the student's first term or within twenty-one (21) days of the student's first day of class for the student's first term, whichever is latest in time, at the Daymar institution in which the student enrolled. If the student's first term is a six-week mid-start term, students shall be permitted to withdraw within fourteen (14) days of the first day of the student's first mid-start term or within fourteen (14) days of the student's first day of class for the student's first mid-start term, whichever is latest in time. For students enrolled in a program measured in clock-hour increments, students shall be permitted to withdraw within the first one hundred (100) clock hour increments of their first payment period for the program. Daymar will not charge any student who withdraws pursuant to this paragraph for any tuition and fees associated with attending classes during the twenty-one (21) day, 100 clock-hour, or fourteen (14) day grace periods outlined in this paragraph. Daymar will not request Title IV funds on behalf of any student who withdraws pursuant to this paragraph and will return to grantors or lenders any grants and financial aid received for or on behalf of the student.

Refund Schedule for First-Term Students Only

Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at the Start of a Full Term		Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at a Start of a Mid-Term	
First Week	0%	First Week	0%
Second Week	0%	Second Week	0%
Third Week	0%	Third Week	50%
Fourth Week	33%	Fourth Week and thereafter	67%
Fifth Week	42%	Fifth Week through end of term	100%
Sixth Week	50%		
Seventh Week	58%		
Eighth Week through end of term	100%		

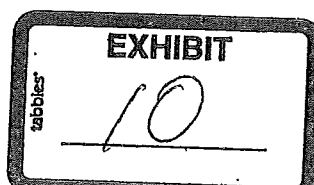
Refund Schedule for First-Time Medical Massage Therapy Students

Percentage of tuition owed by all first-time Medical Massage Therapy students in their first payment period within each clock hour increment earned at Daymar:

0-50 Hours	0%
51-100 Hours	0%
101-150 Hours	33%
151-200 Hours	44%
201-250 Hours	55%
251-267 Hours	59%
268-450 Hours	100%

Refund Policy For Continuing and Returning Students

Institutional and State Grant refunds are determined by the schedules below. No refund will be given upon withdrawal from individual courses after Drop/Add Period. If a student withdraws from a course, they do not receive a refund for that course as long as they continue their enrollment. Under the pro-rata term tuition refund schedule, Daymar retains a pro-rata percentage of tuition up through 60% of the term (based on the number of weeks the Student has been in attendance that term) and refunds the remainder. The refund computation is based on the student's last day of attendance. If the student withdraws from Daymar and therefore withdraws from all courses, then a Return to Title IV funds calculation is performed to determine the correct refund based on the date of withdrawal. All refunds will be made within thirty (30) days from the time Daymar determines the student has withdrawn.



Refund Schedule for Continuing and Returning Students

Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at the Start of a Full Term		Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at a Start of a Mid-Term	
First Week	8%	First Week	17%
Second Week	17%	Second Week	33%
Third Week	25%	Third Week	50%
Fourth Week	33%	Fourth Week and thereafter	67%
Fifth Week	42%	Fifth Week through end of term	100%
Sixth Week	50%		
Seventh Week	58%		
Eighth Week through end of term	100%		

Refund Schedule for Continuing Medical Massage Therapy Students

Percentage of tuition owed by all continuing and returning students within each clock hour increment of the 900 clock hour schedule:

0-50 Hours	11%
51-100 Hours	22%
101-150 Hours	33%
151-200 Hours	44%
201-250 Hours	55%
251-267 Hours	59%
268-450 Hours	100%

All institutions participating in the United States Department of Education Student Financial Aid Programs (SFA) are required to use a statutory schedule to determine the amount of SFA Program funds a student has earned when he/she ceases attendance based on the period the student was in attendance. The Higher Education Act of 1998, as amended, in general, requires that if a recipient of SFA Program assistance withdraws from Daymar during a payment period or period of enrollment in which the recipient began attendance, Daymar must calculate the amount of SFA Program assistance the student did not earn and those funds must be returned.

Daymar is required to calculate refunds for Indiana residents using the Indiana Commission on Proprietary Education's Uniform Refund Policy. See the Campus President/Director for a copy of this refund policy.

Up through the 60% point in each payment period or period of enrollment, a pro-rata schedule is used to determine how much SFA Program funds the student has earned at the time of withdrawal from Daymar. After the 60% point in the payment period or period of enrollment, a student has earned 100% of the SFA Program funds. The percentage of the payment period or period of enrollment completed is determined by the total number of calendar days in the payment period or period of enrollment (denominator) for which assistance is awarded, divided into the number of calendar days completed in that period as of the day the student withdrew (numerator). Scheduled breaks of at least five (5) consecutive days are excluded for the total number of calendar days in a payment period or period of enrollment and the number of calendar days completed in that period. Daymar must return the lesser of the amount of SFA Program funds that the student does not earn, or the amount of institutional costs that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that was not earned. The student (or parent, if a Federal PLUS loan) must return or repay, as appropriate, any SFA funds in accordance with the terms of the loan as well as the remaining unearned SFA Program grant (not to exceed 50% of the grant) as an overpayment of the grant.

Please note that the student may have an outstanding balance due to the school that is greater than that which was owed prior to withdrawal and refund calculations. Individual calculations are available upon request in the financial aid office.



STUDENT ENROLLMENT AGREEMENT

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☐ 2691 Trenton Rd., Clarksville, TN 37040, (931) 552-7600
☐ 1579 Victor Rd., Lancaster, OH 43130, (740) 687-6126
☐ 4112 Fern Valley Rd., Louisville, KY 40219, (502) 495-1040
☐ 1105 National Mine Dr., Madisonville, KY 42431, (270) 643-0312

☐ 415 Golden Bear Ct., Murfreesboro, TN 37128, (615) 217-9347
☐ 340 Plus Park Blvd., Nashville, TN 37217, (615) 361-7555
☐ 3879 Rhodes Ave., New Boston, OH 45662, (740) 456-4124
☐ 3361 Buckland Sq., Owensboro, KY 42301, (270) 926-4040
☐ 206 Sam Walton Dr., Russellville, KY 42276, (270) 726-8311

Last Name _____ First Name _____ Middle Initial _____ Maiden Name _____

Street Address _____ City _____ State _____ Zip _____

Home Phone _____ Cell Phone _____ Work Phone _____ Extension _____

Email Address _____ Social Security Number _____ Date of Birth (mm/dd/year) _____

I am enrolling at Daymar College* ("Daymar") in the _____ Program as a

- ☐ Full-Time ☐ Part-Time ☐ Single Class student. As a full-time student, I need to complete _____ credit hours (clock hours for the Medical Massage Therapy Program only) for approximately _____ months, beginning _____ to obtain my ☐ Certificate ☐ Diploma ☐ Associate of Science Degree (KY) ☐ Associate of Applied Science Degree (TN & OH) ☐ Bachelor of Science Degree (KY) ☐ Bachelor of Applied Science Degree (TN & OH) to complete my program on approximately _____. I prefer ☐ Day ☐ Night ☐ Weekend ☐ On-ground ☐ Online ☐ Hybrid classes or I have ☐ No Preference.

Initial

SCHEDULE – Classes meet year-round according to the schedule outlined in Daymar's catalog. Currently, classes are offered between 8:00 a.m. and 10:00 p.m. Preference for class time is normally granted on a first-come, first-served basis. However, assignment of class time will be at the sole discretion of Daymar. I understand I may be required to attend Day, Night, Weekend, On-ground, Online, or Hybrid classes to complete my program.

AGREEMENT TERMS – This Agreement and any applicable amendments, which are incorporated herein by reference, are the full and complete agreement between Daymar and me. By signing this Agreement, I confirm that no oral representations or guarantees about enrollment, academics, financial aid, and/or career/employment prospects have been made to me, and that I will not rely on any oral statements in deciding to sign this Agreement. My enrollment is not complete and this Agreement is not in effect until it is signed by an Authorized College Official.

CANCELLATION – I understand that I may cancel this transaction by letter or in person without any penalty or obligation within five (5) business days after the first visit to Daymar, in which event, any payment made by me will be promptly returned to me by Daymar. If a cancellation is requested more than five (5) business days after signing this Student Enrollment Agreement ("Agreement") and making an initial payment, but prior to entering school, I am entitled to a refund of all monies paid. If for any reason I fail to complete a school term, I am fully aware of my obligation to pay the Term Charges for that school term according to the Refund Adjustment Policy in this Agreement.

PAYMENTS – I understand I am expected to pay in full, before commencement of classes, all of the Term Charges not covered by financial assistance awards based on the grid listed in this Agreement. Daymar reserves the right to change Term Charges.

*For the purposes of this Agreement, Daymar shall mean Daymar Learning, Inc.; or Daymar Learning of Ohio, Inc.; or Draughons Junior College, Inc. doing business as Daymar College.

WE CHANGE L

EXHIBIT

A TIME.



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INCLUSIVE PROGRAM PRICING SUMMARY

✓ Check One	PROGRAMS Not All Programs Offered at All Locations	Program Price at FULL-TIME*	TERM CHARGES - BILLED PER TERM			
			FULL-TIME		PART-TIME	
			4 Classes 16 Credit Hrs	3 Classes 12 Credit Hrs	2 Classes 8 Credit Hrs	1 Class 4 Credit Hrs
DIPLOMA PROGRAM – 60 Credit Hours						
	Medical Assisting – Administrative (Clarksville, TN Only)	\$21,500	\$5,500	\$5,000	\$3,332	\$1,666
DIPLOMA PROGRAMS – 64 Credit Hours						
	Billing & Coding Specialist	\$22,000	\$5,500	\$5,000	\$3,332	\$1,666
	Business Management					
	Criminal Justice					
	Medical Assisting – Clinical					
DIPLOMA PROGRAMS – 72 Credit Hours						
	Accounting	\$26,500	\$5,500	\$5,000	\$3,332	\$1,666
	Business Administration					
	Cardiographic Technology					
	Dental Assisting					
	Graphic Design					
	Medical Assisting – Administrative (Online Only)					
	Pharmacy Technology					
ASSOCIATE DEGREE PROGRAMS – 92 - 104 Credit Hours						
	All Associate Degree Programs* *Except for Noted Programs	\$33,000	\$5,500	\$5,000	\$3,332	\$1,666
	Medical Assisting – Administrative, 92 Credit Hours (Clarksville, TN Only)	\$32,500	\$5,500	\$5,000	\$3,332	\$1,666
	Medical Assisting – Administrative, 96 Credit Hours (Online Only)	\$33,000	\$5,500	\$5,000	\$3,332	\$1,666
	Medical Assisting – Clinical, 96 Credit Hours	\$33,000	\$5,500	\$5,000	\$3,332	\$1,666
	Nursing*, 96 Credits (Owensboro, KY Only)	\$48,000	-	\$6,000	\$4,000	\$2,000
	Paralegal Studies*, 104 Credit Hours	\$36,332	\$5,500	\$5,000	\$3,332	\$1,666
	Physical Therapist Assistant* (Clarksville, TN Only)	\$42,500	-	\$5,313	\$3,542	\$1,771
BACHELOR DEGREE PROGRAMS						
	All Bachelor Degree Program*, 180 Credit Hours *Except for Noted Programs	\$62,166	\$5,500	\$5,000	\$3,332	\$1,666
	RN to BSN Program*, 96 Credit Hours (Online Only)	\$24,000	\$4,000	\$3,000	\$2,100	\$750

✓ Check One	PROGRAMS	Program Price	TERM CHARGES - BILLED PER PAYMENT PERIOD	
			FULL-TIME	
			1 st Payment, 450 Clock Hours	2 nd Payment, 450 Clock Hours
	DIPLOMA PROGRAM – 900 Clock Hours	\$17,000	\$8,500	\$8,500
	Medical Massage Therapy			

PLEASE NOTE: The Program Price assumes that you pass every class in the program and that you will carry 16 credit hours per term for the entire length of the program. Carrying less than the minimum required credit hours per term and/or failure to pass every class in the program will result in a higher total program price. Because programs that begin on February 23, 2015, May 11, 2015, August 3, 2015, November 2, 2015 have a maximum class load of eight (8) credit hours, the first term of programs that begin on these dates will be billed at 50% of the normal rate of a full-time program. Programs which require less than four classes in the final term will have the last one or two classes billed at the single class rate.

Initial

WE CHANGE LIVES...ONE PERSON AT A TIME.



STUDENT ENROLLMENT AGREEMENT

- | | |
|--|--|
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| <input type="checkbox"/> 1105 National Mine Dr., Madisonville, KY 42431, (270) 643-0312 | <input type="checkbox"/> 206 Sam Walton Dr., Russellville, KY 42276, (270) 726-8311 |

TERM CHARGES - I understand that the Term Charge is the comprehensive cost except for certain fees that may not apply to every student. Examples include, but are not limited to, proficiency exam fees, transcript fees, returned check fees, photocopy fees, unreturned textbook fees, and facsimile fees. If I withdraw from Daymar, I understand that all balances owed to Daymar are immediately due and payable, including any financial assistance funds that have not been received by Daymar. Any balances not paid on time may be subject to late charges, collection costs, and attorney's fees. I understand that any financial assistance that I receive will be applied to my charges for the term in which the financial assistance is received. I understand that I am expected to pay in full, before commencement of classes, including all charges for any course I retake due to a failing grade.

ARBITRATION - I understand that any dispute, controversy, or claim arising out of or relating to my enrollment at Daymar, this Agreement, or the breach thereof, including any such claim that I may assert against any employee, agent, principal, or affiliate of Daymar, shall be resolved by arbitration in the city in which the Daymar campus I attend is located in accordance with the commercial rules of the American Arbitration Association then in effect, and that judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The validity, interpretation, and performance of this arbitration provision shall be controlled by and construed under the Federal Arbitration Act. The invalidity or unenforceability of any portion of this arbitration provision shall not affect any other provision of this Agreement. I understand that an arbitrator, and not a court, shall resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement generally or the arbitration provision specifically, including, but not limited to, any claim that all or part of the Agreement or the arbitration provision is void or voidable for any reason whatsoever. I understand that by agreeing to this arbitration provision, I am expressly waiving any right to a jury trial with respect to any claim that is subject to this arbitration provision. I agree that any dispute or claim I may bring shall be brought solely in my individual capacity, and not as a plaintiff or class member in any purported class action, representative proceeding, mass action, or consolidation action. I further agree that, unless both Daymar and I agree otherwise, the arbitrator may not consolidate more than one person's claim. Ohio Students - Students residing in Ohio have the ability to file a complaint by contacting the State Board of Career Colleges and Schools, 30 East Broad Street, Suite 2481, Columbus, Ohio 43215 or by calling (877) 275-4219. Tennessee Students - Student grievances not resolved on the institutional level may be forwarded to the Tennessee Higher Education Commission, Nashville, Tennessee 37243, (615) 741-3605.

SEVERABILITY - In the event that any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the Agreement contemplated herein to be unreasonable.

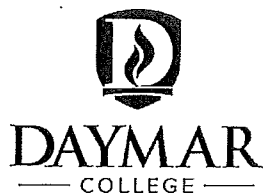
ATTENDANCE - I understand that each term as a new, re-entry, or continuing student, I must post attendance after the published drop/add date in the current Daymar catalog to be considered an active student. As a continuing student for future terms, I understand that I am obligated to pay the Term Charges for the school term according to the Refund Adjustment Policy based on the attendance posted prior to the published drop/add period of the term.

REFUND ADJUSTMENT POLICY

Refund Policy For First-Term Students

Students enrolling in any Daymar program are permitted to withdraw within twenty-one (21) days of the first day of the student's first term or within twenty-one (21) days of the student's first day of class for the student's first term, whichever is latest in time, at the Daymar institution in which the student enrolled. If the student's first term is a six-week mid-start term, students shall be permitted to withdraw within fourteen (14) days of the first day of the student's first mid-start term or within fourteen (14) days of the student's first day of class for the student's first mid-start term, whichever is latest in time. For students enrolled in a program measured in clock-hour increments, students shall be permitted to withdraw within the first one hundred (100) clock hour increments of their first payment period for the program. Daymar will not charge any student who withdraws pursuant to this paragraph for any tuition and fees associated with attending classes during the twenty-one (21) day, 100 clock-hour, or fourteen (14) day grace periods outlined in this paragraph. Daymar will not

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request Title IV funds on behalf of any student who withdraws pursuant to this paragraph and will return to grantors or lenders any grants and financial aid received for or on behalf of the student.

Refund Schedule for First-Term Students Only

Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at the Start of a Full Term		Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at a Start of a Mid-Term	
First Week	0%	First Week	0%
Second Week	0%	Second Week	0%
Third Week	0%	Third Week	50%
Fourth Week	33%	Fourth Week and thereafter	67%
Fifth Week	42%	Fifth Week through end of term	100%
Sixth Week	50%		
Seventh Week	58%		
Eighth Week through end of term	100%		

Refund Schedule for First-Time Medical Massage Therapy Students

Percentage of tuition owed by all first-time Medical Massage Therapy students in their first payment period within each clock hour increment earned at Daymar:

0-50 Hours	0%
51-100 Hours	0%
101-150 Hours	33%
151-200 Hours	44%
201-250 Hours	55%
251-267 Hours	59%
268-450 Hours	100%

Refund Policy For Continuing and Returning Students

Institutional and State Grant refunds are determined by the schedules below. No refund will be given upon withdrawal from individual courses after Drop/Add Period. If a student withdraws from a course, they do not receive a refund for that course as long as they continue their enrollment. Under the pro-rata term tuition refund schedule, Daymar retains a pro-rata percentage of tuition up through 60% of the term (based on the number of weeks the Student has been in attendance that term) and refunds the remainder. The refund computation is based on the students last day of attendance. If the student withdraws from Daymar and therefore withdraws from all courses, then a Return to Title IV funds calculation is performed to determine the correct refund based on the date of withdrawal. All refunds will be made within thirty (30) days from the time Daymar determines the student has withdrawn.

Refund Schedule for Continuing and Returning Students

Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at the Start of a Full Term		Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at a Start of a Mid-Term	
First Week	8%	First Week	17%
Second Week	17%	Second Week	33%
Third Week	25%	Third Week	50%
Fourth Week	33%	Fourth Week and thereafter	67%
Fifth Week	42%	Fifth Week through end of term	100%
Sixth Week	50%		
Seventh Week	58%		
Eighth Week through end of term	100%		

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All institutions participating in the United States Department of Education Student Financial Aid Programs (SFA) are required to use a statutory schedule to determine the amount of SFA Program funds a student has earned when he/she ceases attendance based on the period the student was in attendance. The Higher Education Act of 1998, as amended, in general, requires that if a recipient of SFA Program assistance withdraws from Daymar during a payment period or period of enrollment in which the recipient began attendance, Daymar must calculate the amount of SFA Program assistance the student did not earn and those funds must be returned.

Daymar is required to calculate refunds for Indiana residents using the Indiana Commission on Proprietary Education's Uniform Refund Policy. See the Campus President/Director for a copy of this refund policy.

Up through the 60% point in each payment period or period of enrollment, a pro-rata schedule is used to determine how much SFA Program funds the student has earned at the time of withdrawal from Daymar. After the 60% point in the payment period or period of enrollment, a student has earned 100% of the SFA Program funds. The percentage of the payment period or period of enrollment completed is determined by the total number of calendar days in the payment period or period of enrollment (denominator) for which assistance is awarded, divided into the number of calendar days completed in that period as of the day the student withdrew (numerator). Scheduled breaks of at least five (5) consecutive days are excluded for the total number of calendar days in a payment period or period of enrollment and the number of calendar days completed in that period. Daymar must return the lesser of the amount of SFA Program funds that the student does not earn, or the amount of institutional costs that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that was not earned. The student (or parent, if a Federal PLUS loan) must return or repay, as appropriate, any SFA funds in accordance with the terms of the loan as well as the remaining unearned SFA Program grant (not to exceed 50% of the grant) as an overpayment of the grant.

Please note that the student may have an outstanding balance due to the school that is greater than that which was owed prior to withdrawal and refund calculations. Individual calculations are available upon request in the financial aid office.

Initial

_____ This Agreement and any applicable amendments, which are incorporated herein by reference, are the full and complete agreement between me and the College. By signing this Agreement, I confirm that no oral guarantees about enrollment, academics, financial aid, and/or career/employment prospects have been made to me, and that I will not rely on any oral statements in deciding to sign this Agreement. My enrollment is not complete and this Agreement is not in effect until it is signed by an Authorized College Official. For the purposes of this Agreement, the "College" shall mean Daymar Learning, Inc. doing business as Daymar College.

Initial

_____ I HAVE READ ALL PAGES OF THIS STUDENT ENROLLMENT AGREEMENT AND AGREE TO BE BOUND BY THE TERMS OF THE AGREEMENT AND I HAVE RECEIVED A COPY OF THE AGREEMENT AFTER I SIGNED IT.

Student Signature Date

Parent Signature (If Applicable) Date

Admissions Official Signature Date

Authorized College Official Signature Date

WE CHANGE LIVES...ONE PERSON AT A TIME.

REFUND ADJUSTMENT POLICY

Refund Policy For First-Term Students

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Refund Schedule for First-Term Students Only

Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at the Start of a Full Term		Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at a Start of a Mid-Term	
First Week	0%	First Week	0%
Second Week	0%	Second Week	0%
Third Week	0%	Third Week	50%
Fourth Week	33%	Fourth Week and thereafter	67%
Fifth Week	42%	Fifth Week through end of term	100%
Sixth Week	50%		
Seventh Week	58%		
Eighth Week through end of term	100%		

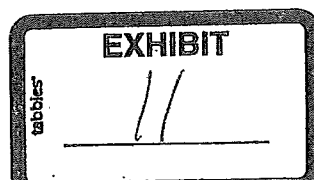
Refund Schedule for First-Time Medical Massage Therapy Students

Percentage of tuition owed by all first-time Medical Massage Therapy students in their first payment period within each clock hour increment earned at Daymar:

0-50 Hours	0%
51-100 Hours	0%
101-150 Hours	33%
151-200 Hours	44%
201-250 Hours	55%
251-267 Hours	59%
268-450 Hours	100%

Refund Policy For Continuing and Returning Students

Institutional and State Grant refunds are determined by the schedules below. No refund will be given upon withdrawal from individual courses after Drop/Add Period. If a student withdraws from a course, they do not receive a refund for that course as long as they continue their enrollment. Under the pro-rata term tuition refund schedule, Daymar retains a pro-rata percentage of tuition up through 60% of the term (based on the number of weeks the Student has been in attendance that term) and refunds the remainder. The refund computation is based on the student's last day of attendance. If the student withdraws from Daymar and therefore withdraws from all courses, then a Return to Title IV funds calculation is performed to determine the correct refund based on the date of withdrawal. All refunds will be made within thirty (30) days from the time Daymar determines the student has withdrawn.



Refund Schedule for Continuing and Returning Students

Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at the Start of a Full Term		Percentage of Tuition Owed by a Withdrawing Student for a Student Beginning at a Start of a Mid-Term	
First Week	8%	First Week	17%
Second Week	17%	Second Week	33%
Third Week	25%	Third Week	50%
Fourth Week	33%	Fourth Week and thereafter	67%
Fifth Week	42%	Fifth Week through end of term	100%
Sixth Week	50%		
Seventh Week	58%		
Eighth Week through end of term	100%		

Refund Schedule for Continuing Medical Massage Therapy Students

Percentage of tuition owed by all continuing and returning students within each clock hour increment of the 900 clock hour schedule:

0-50 Hours	11%
51-100 Hours	22%
101-150 Hours	33%
151-200 Hours	44%
201-250 Hours	55%
251-267 Hours	59%
268-450 Hours	100%

All institutions participating in the United States Department of Education Student Financial Aid Programs (SFA) are required to use a statutory schedule to determine the amount of SFA Program funds a student has earned when he/she ceases attendance based on the period the student was in attendance. The Higher Education Act of 1998, as amended, in general, requires that if a recipient of SFA Program assistance withdraws from Daymar during a payment period or period of enrollment in which the recipient began attendance, Daymar must calculate the amount of SFA Program assistance the student did not earn and those funds must be returned.

Daymar is required to calculate refunds for Indiana residents using the Indiana Commission on Proprietary Education's Uniform Refund Policy. See the Campus President/Director for a copy of this refund policy.

Up through the 60% point in each payment period or period of enrollment, a pro-rata schedule is used to determine how much SFA Program funds the student has earned at the time of withdrawal from Daymar. After the 60% point in the payment period or period of enrollment, a student has earned 100% of the SFA Program funds. The percentage of the payment period or period of enrollment completed is determined by the total number of calendar days in the payment period or period of enrollment (denominator) for which assistance is awarded, divided into the number of calendar days completed in that period as of the day the student withdrew (numerator). Scheduled breaks of at least five (5) consecutive days are excluded for the total number of calendar days in a payment period or period of enrollment and the number of calendar days completed in that period. Daymar must return the lesser of the amount of SFA Program funds that the student does not earn, or the amount of institutional costs that the student incurred for the payment period or period of enrollment multiplied by the percentage of funds that was not earned. The student (or parent, if a Federal PLUS loan) must return or repay, as appropriate, any SFA funds in accordance with the terms of the loan as well as the remaining unearned SFA Program grant (not to exceed 50% of the grant) as an overpayment of the grant.

Please note that the student may have an outstanding balance due to the school that is greater than that which was owed prior to withdrawal and refund calculations. Individual calculations are available upon request in the financial aid office.

STUDENT COMPLAINT PROCESS AND POLICY

(Student-Facing Policy; used for Catalogs, Campus Notices, and Portal)

Daymar instructors and administrators are available to answer student questions and resolve student grievances. In the event that a student is unable to resolve an issue by working directly with the appropriate instructors and/or administrators, the Campus President is authorized to receive and review all student complaints. Students may contact the Campus President directly through electronic mail, telephone, or by sending a written complaint to the campus address. The contact information for the Campus President is:

Name

Street Address

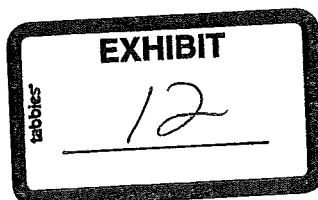
Direct Dial Office Number

E-mail Address

Students may also report issues anonymously by calling the Daymar Cares Hotline at 1-777-7777.

(Employee Policy; Used for HR Manual)

Student-facing instructors and administrators are required to make themselves available during regular work hours to answer student questions and resolve student grievances. In the event that a student is unable to resolve an issue by working directly with the appropriate instructors and/or administrators, all Daymar employees are required to direct the student to the Campus President who is authorized to receive and review all student complaints. Employees are required to advise students with unresolved complaints to contact the Campus President directly using the contact information listed in applicable campus directory/catalog. Students may also report issues anonymously by calling the Daymar Cares Hotline at 1-777-7777.



KNOW BEFORE YOU OWE!

PROGRAM: _____, Daymar College

48 MONTHS Time to complete this program

\$59,475 Total program cost for tuition, fees and books

➔ It is **UNLIKELY** that any credits earned at Daymar (even if a degree is awarded) will be transferable to, or accepted by, any institution other than a Daymar School.

What happens to student borrowers at this institution?

24%

DEFAULT on their federal student loans



2.4 default

7.6 are not in default

\$ _____

Median federal student loan debt for graduates

\$ _____

Median private loan debt for graduates

\$ _____

Median institutional financing debt for graduates

More information on how to

can be found at www.website.com

EXHIBIT

B

tabbles

Faculty Credentials

Institution Name _____

[illegible]

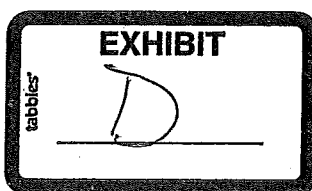
EXHIBIT D
DISTRIBUTION PLAN

Class Action Administration, Inc. ("the Claims Administrator") shall maintain a settlement account ("the Settlement Account") to receive payments from the Daymar Defendants. The Claims Administrator shall receive monetary payments in the total amount of One Million Four Hundred Thousand Dollars (\$1,400,000) from Daymar Defendants according to the requirements of the Consent Decree - paragraph 5.1. The Claims Administrator shall distribute the first \$200,000 received for the Office of the Attorney General's attorneys' fees and costs of investigation and litigation which shall include the reasonable fees of the Claims Administrator for services contracted pursuant to this Consent Decree. The remaining One Million Two Hundred Thousand Dollars (\$1,200,000) shall be paid to certain Daymar students as set out below.

Qualification:

All said students must have started a term of study at a Kentucky Daymar campus beginning July 27, 2006 through July 27, 2011 ("the Qualifying Period") and completed at least one term of study at a Kentucky Daymar campus during this time period. These students shall be referred to herein as "Qualifying Students." A spreadsheet containing the list of such students and the number of terms they completed shall be provided by Daymar Defendants to the Claims Administrator.

Claims notice packets will be sent to all Qualifying Students _____
[within 45 days of the entry by the Court of this Consent Decree.]. Any Qualifying Student



wanting to participate in the distribution **must** provide the information requested on the claims form and return it to the Claims Administrator by first class mail postmarked no later than _____ [45 days thereafter.] Any Qualifying Student that does not provide a claims form by the deadline will not be entitled to participate in the distribution. Late claims, that are otherwise complete and eligible, may be processed by the Claims Administrator and included in the distribution if practicable as determined in consultation with the Office of the Attorney General. But, in no event shall claims received after _____ [12 months after the effective date] be entitled to participate in the distributions.

Distribution:

Any Qualifying Student from whom the Daymar Defendants are forgoing efforts to collect \$1000 or more, pursuant to paragraph 4.39 of the Consent Decree, shall not receive a distribution in any amount. All other Qualifying Students may receive a distribution based on the number of terms the participant completed at a Kentucky Daymar campus during the Qualifying Period. The amount of the per term distribution is dependent upon the claims participation rate. The claims administrator will divide the total amount of money available for distribution by the total number of terms completed during the qualifying period by the total number of qualifying students eligible for distribution who have submitted claims to the Claims Administrator. This will result in a dollar amount that shall be paid per term completed to each qualifying student eligible for distribution who has submitted a claim. Notwithstanding the forgoing, under no circumstance shall a qualifying student receive more than the amount of money he or she paid to a Daymar Defendant.

The Claims Administrator shall make distributions to all Qualifying Students submitting complete claims no later than thirty (30) days after Daymar's last payment or ninety (90) days after the deadline for submitting claims, whichever is later. Uncashed checks will be void ninety (90) days after issuance. In the event there is money left over after the completion of the distribution process, the Claims Administrator shall pay the remaining funds to the Office of the Attorney General to reimburse its reasonable attorney's fees and costs of litigation.

Spreadsheets detailing the students for which the Daymar Defendants will forgo collection efforts and the amounts for which the Daymar Defendants will forgo collection efforts as well as the number of terms completed by all Qualifying Students at a Kentucky Daymar campus during the Qualifying Period noted above have been created by Daymar Defendants and shall be provided to the Claims Administrator for the sole purpose of the distribution.