
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **January 23, 2020**

ASPEN GROUP, INC.

(Exact name of registrant as specified in its charter)

Delaware
*(State or Other Jurisdiction
of Incorporation)*

001-38175
*(Commission
File Number)*

27-1933597
*(I.R.S. Employer
Identification No.)*

276 Fifth Avenue, Suite 505, New York, New York 10001
(Address of Principal Executive Office) (Zip Code)

(646) 448-5144
(Registrant's telephone number, including area code)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.001 par value	ASPU	The Nasdaq Stock Market (The Nasdaq Global Market)

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

On January 23, 2020, Aspen Group, Inc. (the “Company”) issued \$5 million convertible notes (“Convertible Notes”) to each of two lenders in exchange for the two \$5 million notes due under term loans entered into in 2019 (the “Term Loans”). The closing of the refinancing was conditioned upon the Company conducting an equity financing resulting in gross proceeds to the Company of at least \$10 million. On January 22, 2020, the Company closed on an underwritten offering under which the net proceeds were approximately \$16 million and the condition precedent to the closing of the refinancing was satisfied.

The key terms of the Convertible Notes are as follows:

- After six months from the issuance date, the lenders have the right to convert the principal into our shares of the Company’s common stock at a conversion price of \$7.15 per share;
- The Convertible Notes automatically convert into shares of the Company’s common stock if the average closing price of our common stock is at least \$10.725 over a 20 consecutive trading day period;
- The Convertible Notes are due January 23, 2023 or approximately three years from the closing;
- The interest rate of the Convertible Notes is 7% per annum (payable monthly in arrears) compared to 12% under the Term Loans; and
- The Convertible Notes are secured in the same manner as the Term Loans.

The former notes under the Term Loans were due in September 2020 and were subject to a one-year extension and the payment of an extension fee for each note of \$50,000 (total of \$100,000). The Company also paid each lender \$40,400 at closing of the Convertible Notes to cover taxes they will incur as part of the note exchange and will pay their legal fees arising from the re-financing. Effective upon issuance of the Convertible Notes, the existing notes under the Term Loans were cancelled and no amounts remain outstanding under the Term Loans.

In connection with refinancing of the Term Loans, on January 23, 2020, the Company also entered into an Investors/Registration Rights Agreement with the lenders whereby, upon request of the lenders on or after June 22, 2020, the Company must file and obtain and maintain the effectiveness of a registration statement registering the shares of common stock issued or issuable upon conversion of the Convertible Notes.

Item 8.01 Other Events.

On January 22, 2020, the Company closed on an underwritten offering of 2,415,000 shares of common stock, including 315,000 shares of common stock which were subject to a 30-day over-allotment option which was exercised by the underwriter. The offering was made pursuant to an effective shelf registration statement filed on Form S-3 (File No. 333-224230), and a final prospectus supplement filed with the Securities and Exchange Commission on January 21, 2020. After giving effect to the offering, the Company has 21,627,230 shares of common stock outstanding.

On January 23, 2020, the Company issued a press release announcing the closing of the refinancing and the public offering. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K. The press release contained a mistake relating to the mandatory conversion of the notes. The actual beginning date is July 22, 2020. The reference to 2022 was a mistake.

The information contained in this Item 8.01, including Exhibit 99.1 attached hereto, is being furnished and shall not be deemed to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934, or otherwise subject to the liabilities of that section. Furthermore, the information contained in this Item 8.01 or Exhibit 99.1 shall not be deemed to be incorporated by reference into any registration statement or other document filed pursuant to the Securities Act of 1933, except as shall be expressly set forth by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Form of Amended and Restated Convertible Promissory Note and Security Agreement dated January 22, 2020
10.2	Form of Amended and Restated Revolving Promissory Note and Security Agreement dated January 22, 2020
10.3	Form of Investors/Registration Rights Agreement dated January 22, 2020
99.1	Press Release dated January 23, 2020

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 23, 2020

ASPEN GROUP, INC.

By: /s/ Michael Mathews

Name: Michael Mathews

Title: Chief Executive Officer

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL SELECTED BY THE HOLDER IN CUSTOMARY FORM, SUBSTANCE AND SCOPE THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS ELIGIBLE TO BE SOLD PURSUANT TO RULE 144 UNDER SAID ACT. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

**AMENDED AND RESTATED CONVERTIBLE PROMISSORY NOTE
AND SECURITY AGREEMENT**

US \$5,000,000

New York, New York
January 22, 2020

FOR VALUE RECEIVED, the undersigned, ASPEN GROUP, INC., a Delaware corporation having its principal place of business at 276 Fifth Avenue, Suite 505, New York, New York 10001 (***“Maker”***), HEREBY PROMISES TO PAY as and when due from time to time in accordance with the terms of this amended and restated convertible promissory note and security agreement (this ***“A&R Note”***), whether at its stated Maturity (as defined below) or by acceleration or otherwise, TO THE ORDER OF _____, a _____, located at _____ (together with its successors and permitted assigns, ***“Payee”***), at Payee’s address above or at such other place as may be designated from time to time in writing by Payee, in lawful money of the United States of America (***“US\$”*** and ***“ U.S. dollars”***) and in immediately available funds, IN FULL without deduction, reduction, offset or counterclaim the following (collectively, the ***“Indebtedness”***) (i) the principal sum of FIVE MILLION U.S. DOLLARS (US \$5,000,000) or such lesser principal amount as shall then be outstanding under this Note, (ii) all interest accrued and unpaid on the principal amount of this Note outstanding from time to time, calculated at the Applicable Rate (as defined below) from time to time in effect for the period from and including the Closing Date (as defined below) through the date on which such principal sum and all such accrued interest are paid in full, and (iii) all other amounts, if any, then due and owing under this Note.

1. Amendment and Restatement. This A&R Note amends and restates in its entirety that certain Term Promissory Note and Security Agreement, dated as of March 5, 2019 (the ***“Closing Date”***), by and among the Maker, the other Grantors (as defined below) and Payee (the ***“Original Note”***) . This A&R Note is in substitution and replacement for, but not in payment of, the Original Note . The remaining outstanding Indebtedness evidenced by the Original Notes is continuing Indebtedness, and nothing herein shall be deemed to constitute a payment, settlement or novation of the Original Note, or release or otherwise adversely affect any lien, mortgage or security interest securing such Indebtedness or any rights of the Payee against any Grantor.

_____ Maker’s Initials

2. Interest; Applicable Rate. Maker shall pay interest monthly on the principal amount of this Note outstanding from time to time, calculated at the Applicable Rate from time to time in effect for the period from and including the date of this Note through the date on which all amounts owing under this Note are paid or repaid, as the case may be, in full, computed daily (on the basis of actual days elapsed in a 365-day year) and payable monthly (and when this Note shall fall due, whether at stated Maturity, by acceleration or otherwise) by not later than the third (3rd) Business Day (as defined below) of each month. For all purposes of this Note, the “**Applicable Rate**” shall equal seven percent (7%) per annum; provided, however, that in the event that any amount (whether of principal, interest or otherwise) payable under this Note is not paid in full as and when due in accordance with the terms of this Note (whether at stated Maturity, by acceleration, or otherwise in accordance with such terms), then the Applicable Rate shall increase to eighteen percent (18%) per annum.

3. Maturity Date; Acceleration of Maturity Date. The stated maturity of this Note (its “**Maturity**”) shall be January 22, 2023, unless otherwise converted pursuant to the terms hereof; provided, however, that upon the occurrence of any of the events specified in subparagraphs (a) through (g) immediately below (each, an “**Acceleration Event**”), the entire principal amount outstanding of this Note, and all interest and other amounts accrued and unpaid thereon or hereunder, shall automatically, without protest, presentment, petition, demand, or other notice, declaration, act or instrument of, by or from Payee or any other person (all of which are hereby expressly and irrevocably waived by Maker), and for all purposes, be accelerated and become immediately due and payable, in full, to Payee:

(a) If Maker shall: (i) fail to make any payment owing to Payee hereunder in full when due in accordance with the terms of this Note, which failure shall continue uncured for a period of at least three (3) Business Days; (ii) fail to make any payment owing to any other lender in full when due in accordance with the terms governing such loan; or (iii) directly or indirectly, so long as any principal, interest or other amount remains outstanding hereunder (whether or not then due and owing), make or propose to make any dividend payment (except for dividends payable in common stock or in rights to buy common stock) or other cash-flow distribution to any of Maker’s shareholders or other stakeholders (except for non-dividend payments to students or employees in the ordinary course of business), or any payment of principal, interest or any other amount in respect of any other indebtedness (whether secured or unsecured) owing to any individual, entity or other person (other than Payee), except for Permitted Indebtedness (as defined below). “**Permitted Indebtedness**” shall mean (w) the indebtedness evidenced by that certain Amended and Restated Revolving Promissory Note and Security Agreement dated November 5, 2018 in the face amount of five million U.S. dollars (US \$5,000,000) issued by Maker to the Payee, including, without limitation, all principal thereof and accrued and unpaid interest and Commitment Fee (as defined therein) thereon; (x) the indebtedness evidenced by this A&R Note, including, without limitation, all principal thereof and accrued and unpaid interest thereon; (y) the indebtedness evidenced by that certain Amended and Restated Convertible Promissory Note and Security Agreement of even date herewith in the face amount of five million U.S. dollars (US \$5,000,000) issued by Maker to _____, including, without limitation, all principal thereof and accrued and unpaid interest thereon; and (z) unsecured trade indebtedness (not to exceed five hundred thousand U.S. dollars (US \$500,000) at any one time outstanding) in respect of equipment and/or software and software

systems purchase money financing or capital leases incurred by Maker in the ordinary course of business; or

(b) If Maker or any affiliated entity (each, an “*Affiliate*”) shall: (i) become insolvent; (ii) admit in writing its inability to pay its debts as they mature; (iii) commence, or file any petition or answer under, any bankruptcy, liquidation, reorganization, arrangement, insolvency or other proceeding, whether federal or state, relating to the relief of debtors; (iv) apply for or acquiesce in the appointment of a receiver, trustee, custodian or liquidator for itself or a substantial portion of its property, assets or business; (v) make a general assignment for the benefit of its creditors, or effect a plan in bankruptcy or other similar arrangement with its creditors; (vi) admit the material allegations of a petition filed against it in any bankruptcy, liquidation, reorganization, arrangement, insolvency or other proceeding, whether federal or state, relating to the relief of debtors; (vii) file a voluntary petition in bankruptcy, or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if action shall be taken by it for the purpose of effecting any of the foregoing; (viii) be adjudicated a bankrupt or insolvent; or (ix) take action to effectuate any of the foregoing;

(c) If: (i) involuntary proceedings or any involuntary petition shall be commenced or filed against Maker or any Affiliate under any bankruptcy, insolvency or similar law, seeking the appointment of a receiver, trustee, custodian or liquidator for Maker or any Affiliate or a substantial portion of Maker’s or any Affiliate’s property, assets or business, and such proceedings or petition shall not be dismissed or vacated within thirty (30) days after its commencement or filing; (ii) any writ, judgment, warrant of attachment, execution or similar process shall be issued or levied against a substantial portion of Maker’s or any Affiliate’s properties or assets, and any such proceedings, petition, writ, judgment, warrant, execution or similar process shall not be released, vacated or fully bonded within thirty (30) days after its commencement, filing or levy; or (iii) an order, judgment or decree shall be entered, without the application, approval or consent of Maker or any Affiliate, with respect to Maker or any Affiliate or a substantial portion of its assets or properties, appointing a receiver, trustee, custodian or liquidator for Maker or any Affiliate or a substantial portion of Maker’s or any Affiliate’s property, assets or business, or any similar order, judgment or decree shall be entered or appointment made in any jurisdiction, and such order, judgment, decree or appointment shall continue unstayed and in effect for a period of thirty (30) days;

(d) the failure of the Common Stock (as hereinafter defined in Section 4) to be listed or traded on at least one (1) Eligible Market for a period of five (5) consecutive Trading Days or for more than an aggregate of ten (10) Trading Days in any 365-day period;

(e) the Maker’s (A) failure to cure a Conversion Failure (as hereinafter defined) by delivery of the required number of shares of Common Stock within ten (10) Business Days after the applicable Conversion Date or (B) by notice, written or oral, to any holder of this Note, including by way of public announcement or through any of its agents, at any time, of its intention not to comply with a request for conversion of any Notes into shares of Common Stock that is tendered in accordance with the provisions of the Notes;

(f) at any time following the tenth (10th) consecutive Business Day that the Payee's Authorized Share Allocation is less than the number of shares of Common Stock that the Payee would be entitled to receive upon a conversion of the full Conversion Amount (as defined below) of the Notes; or

(g) the failure of the applicable Registration Statement required to be filed pursuant to the Registration Rights Agreement to be filed or declared effective within the applicable time period specified in the Registration Rights Agreement, or, at any time while the applicable Registration Statement is required to be maintained effective pursuant to the terms of the Registration Rights Agreement, the effectiveness of the applicable Registration Statement lapses for any reason (including, without limitation, the issuance of a stop order) or is unavailable to any holder of the Notes for sale of all of such holder's Registrable Securities in accordance with the terms of the Registration Rights Agreement, and such lapse or unavailability continues for a period of ten (10) consecutive Trading Days or for more than an aggregate of fifteen (15) Trading Days in any 365-day period (other than days during an Allowable Grace Period (as defined in the Registration Rights Agreement)).

4.

Conversion of Notes. This Note shall be convertible into shares of the Maker's common stock, par value \$0.001 per share (the "**Common Stock**"), on the terms and conditions set forth in this Section 4.

(a) Conversion Right. At any time or times on or after July 22, 2020, the Payee shall be entitled to convert any portion of the outstanding and unpaid Conversion Amount into fully paid and nonassessable shares of Common Stock in accordance with Section 4(c), at the Conversion Rate (as defined below). The Maker shall not issue any fraction of a share of Common Stock upon any conversion. If the issuance would result in the issuance of a fraction of a share of Common Stock, the Maker shall round such fraction of a share of Common Stock up to the nearest whole share. Upon any conversion, the Maker shall pay any accrued and unpaid interest with respect to the Conversion Amount (as defined below) on the applicable Share Delivery Date (as defined below) in cash. The Maker shall pay any and all transfer, stamp and similar taxes that may be payable with respect to the issuance and delivery of Common Stock upon conversion of any Conversion Amount.

(b) Conversion Rate. The number of shares of Common Stock issuable upon conversion of any Conversion Amount pursuant to Section 4(a) (the "**Conversion Shares**") shall be determined by dividing (x) such Conversion Amount by (y) the Conversion Price (the "**Conversion Rate**").

(i) "**Conversion Amount**" means the portion of the principal to be converted with respect to this determination is being made.

(ii) "**Conversion Price**" means, as of any Conversion Date (as defined below) or other date of determination, \$7.15, subject to adjustment as provided herein.

(c) Mechanics of Conversion.

(i) Optional Conversion. To convert any Conversion Amount into shares of Common Stock on any date (a "**Conversion Date**"), the Payee shall (A) transmit by

email (or otherwise deliver), for receipt on or prior to 11:59 p.m., New York time, on such date, a copy of an executed notice of conversion in the form attached hereto as Exhibit A (the “**Conversion Notice**”) to the Maker and Action Stock Transfer Corporation (including any successor transfer agent of the Maker, the “**Transfer Agent**”) and (B) if required by Section 4(c)(iii), surrender this Note to a common carrier for delivery to the Maker as soon as practicable on or following such date (or an indemnification undertaking with respect to this Note in the case of its loss, theft or destruction). On or before the first (1st) Business Day following the date of receipt of a Conversion Notice, the Maker shall transmit by email a confirmation of receipt of such Conversion Notice to the Payee and the Transfer Agent. On or before the second (2nd) Trading Day following the date of receipt of a Conversion Notice (the “**Share Delivery Date**”), the Maker shall (x) provided that the Transfer Agent is participating in the DTC Fast Automated Securities Transfer Program, credit such aggregate number of shares of Common Stock to which the Payee shall be entitled to the Payee’s or its designee’s balance account with DTC through its Deposit Withdrawal Agent Commission system or (y) if the Transfer Agent is not participating in the DTC Fast Automated Securities Transfer Program, issue and deliver to the address as specified in the Conversion Notice, a certificate, registered in the name of the Payee or its designee, for the number of shares of Common Stock to which the Payee shall be entitled. If this Note is physically surrendered for conversion as required by Section 4(c)(iii) and the outstanding principal of this Note is greater than the principal portion of the Conversion Amount being converted, then the Maker shall, as soon as practicable and in no event later than five (5) Business Days after receipt of this Note and at its own expense, issue and deliver to the Payee a new Note representing the outstanding principal not converted. The person or persons entitled to receive the shares of Common Stock issuable upon a conversion of this Note shall be treated for all purposes as the record holder or holders of such shares of Common Stock on the Conversion Date.

(ii) Maker’s Failure to Timely Convert. If the Maker shall fail to issue a certificate to the Payee or credit the Payee’s balance account with DTC, as applicable, for the number of shares of Common Stock to which the Payee is entitled upon conversion of any Conversion Amount on or prior to the date which is two (2) Trading Days after the Conversion Date (a “**Conversion Failure**”), then (A) the Maker shall pay damages to the Payee for each Trading Day of such Conversion Failure in an amount equal to 1.5% of the product of (1) the sum of the number of shares of Common Stock not issued to the Payee on or prior to the Share Delivery Date and to which the Payee is entitled, and (2) the Closing Sale Price of the Common Stock on the Share Delivery Date and (B) the Payee, upon written notice to the Maker, may void its Conversion Notice with respect to, and retain or have returned, as the case may be, any portion of this Note that has not been converted pursuant to such Conversion Notice; provided that the voiding of a Conversion Notice shall not affect the Maker’s obligations to make any payments which have accrued prior to the date of such notice pursuant to this Section 4(c)(ii) or otherwise. In addition to the foregoing, if within two (2) Trading Days after the Maker’s receipt of the email copy of a Conversion Notice, the Maker shall fail to issue and deliver a certificate to the Payee or credit the Payee’s balance account with DTC for the number of shares of Common Stock to which the Payee is entitled upon such holder’s conversion of any Conversion Amount, and if on or after such Trading Day the Payee purchases (in an open market transaction or otherwise) Common Stock to deliver in satisfaction of a sale by the Payee of Common Stock issuable upon such conversion that the Payee anticipated receiving from the Maker, then the Maker shall, within two (2) Trading Days after the Payee’s request and in the Payee’s discretion,

either (i) pay cash to the Payee in an amount equal to the Payee's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (the "**Buy-In Price**"), at which point the Maker's obligation to deliver such certificate (and to issue such Common Stock) shall terminate, or (ii) promptly honor its obligation to deliver to the Payee a certificate or certificates representing such Common Stock and pay cash to the Payee in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock, times (B) the Closing Sale Price on the Conversion Date.

(iii) Registration; Book-Entry. The Maker shall maintain a register (the "**Register**") for the recordation of the names and addresses of the holders of each Note and the principal amount of the Notes held by such holders. The entries in the Register shall be conclusive and binding for all purposes absent manifest error. The Maker and the holders of the Notes shall treat each person whose name is recorded in the Register as the owner of a Note for all purposes, including, without limitation, the right to receive payments of principal and interest, if any, hereunder, notwithstanding notice to the contrary. A Note may be assigned or sold in whole or in part only by registration of such assignment or sale on the Register. Upon its receipt of a request to assign or sell all or part of any Note by a Payee, the Maker shall record the information contained therein in the Register and issue one or more new Notes in the same aggregate principal amount as the principal amount of the surrendered registered note to the designated assignee or transferee pursuant to Section 15. Notwithstanding anything to the contrary in this Section 4(c)(iii), a Payee may assign any Note or any portion thereof to an Affiliate of such Payee without delivering a request to assign or sell such Note to the Maker and the recordation of such assignment or sale in the Register; provided, that (x) the Maker may continue to deal solely with such assigning or selling Payee unless and until such Payee has delivered a request to assign or sell such Note or portion thereof to the Maker for recordation in the Register; (y) the failure of such assigning or selling Payee to deliver a request to assign or sell such Note or portion thereof to the Maker shall not affect the legality, validity, or binding effect of such assignment or sale; and (z) such assigning or selling Payee shall, acting solely for this purpose as a non-fiduciary agent of the Maker, maintain a register (the "**Related Party Register**") comparable to the Register on behalf of the Maker, and any such assignment or sale shall be effective upon recordation of such assignment or sale in the Related Party Register. Notwithstanding anything to the contrary set forth herein, upon conversion of any portion of this Note in accordance with the terms hereof, the Payee shall not be required to physically surrender this Note to the Maker unless (A) the full Conversion Amount represented by this Note is being converted or (B) the Payee has provided the Maker with prior written notice (which notice may be included in a Conversion Notice) requesting physical surrender and reissue of this Note. The Payee and the Maker shall maintain records showing the principal and interest converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Payee and the Maker, so as not to require physical surrender of this Note upon conversion.

(iv) Pro Rata Conversion; Disputes. In the event that the Maker receives a Conversion Notice from more than one holder of Notes for the same Conversion Date and the Maker can convert some, but not all, of such portions of the Notes submitted for conversion, the Maker shall convert from each holder of Notes electing to have Notes converted on such date a pro rata amount of such holder's portion of its Notes submitted for conversion based on the principal amount of Notes submitted for conversion on such date by such holder relative to the

aggregate principal amount of all Notes submitted for conversion on such date. In the event of a dispute as to the number of shares of Common Stock issuable to the Payee in connection with a conversion of this Note, the Maker shall issue to the Payee the number of shares of Common Stock not in dispute and resolve such dispute in accordance with Section 16.

5.

Adjustments to Conversion Price. The Conversion Price and the number of shares of Common Stock into which this Note is convertible are subject to adjustment from time to time upon the occurrence of any of the events specified in this Section 5. For the purpose of this Section 5, “**Common Stock**” means shares now or hereafter authorized of any class of common stock of the Maker, however designated, that has the right to participate in any distribution of the assets or earnings of the Maker without limit as to per-share amount (excluding, and subject to any prior rights of, any class or series of preferred stock of the Maker).

(a) In case the Maker shall (i) subdivide (“split”) its outstanding shares of Common Stock into a greater number of shares, (ii) combine (“reverse split”) its outstanding shares of Common Stock into a smaller number of shares, or (iii) issue by reclassification of its shares of Common Stock other securities of the Maker, then the Conversion Price in effect on the effective date of such subdivision, combination or reclassification, as the case may be, and/or the number and kind of securities issuable on such date, shall be proportionately adjusted so that the Payee of this Note thereafter converted shall be entitled to receive the aggregate number and kind of shares of Common Stock (or such other securities other than Common Stock) of the Maker, with the same applicable Conversion Price, that, if this Note had been converted immediately prior to such date, the Payee would have owned upon such conversion and been entitled to receive by virtue of such subdivision, combination or reclassification. Such adjustment shall be made successively whenever, and each time, any event listed above shall occur.

(b) In case the Maker shall fix a record date for the making of a dividend or distribution to all holders of Common Stock (including any such distribution made in connection with a consolidation or merger in which the Maker is the surviving corporation) of cash, evidences of indebtedness or assets, or subscription rights or warrants (a “**Distribution**”), then the Payee shall be entitled to participate in such Distribution to the same extent that the Payee would have participated therein if the Payee had held the number of shares of Common Stock acquirable upon complete conversion of this Note immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

(c) In the event that at any time, as a result of an adjustment made pursuant to Section 5(a) above, the Payee of this Note thereafter converted shall become entitled to receive any shares of capital stock of the Maker other than shares of Common Stock, thereafter the number of such other shares so receivable upon conversion of this Note shall be subject to adjustment from time to time in a manner and on terms as nearly equivalent as practicable to the provisions with respect to the shares of Common Stock contained in this Section 5, and the other provisions of this Note shall apply on like terms to any such other shares.

(d) If, at any time while this Note is outstanding, (i) the Maker effects any merger or consolidation of the Maker with or into another company, (ii) the Maker effects any sale of all or substantially all of its assets in one or a series of related transactions, (iii) any tender offer or exchange offer (whether by the Maker or another company or person) is completed pursuant to which holders of Common Stock are permitted to tender or exchange their shares for other securities, cash or property, or (iv) the Maker effects any reclassification of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (each, a “**Fundamental Transaction**”), then the Payee shall have the right thereafter to receive, upon conversion of this Note, the same amount and kind of securities, cash or property as he would have been entitled to receive upon the occurrence of such Fundamental Transaction if he had been, immediately prior to such Fundamental Transaction, the holder of the number of Common Stock then issuable upon conversion in full of this Note (the “**Alternate Consideration**”). For purposes of any such conversion, the determination of the Conversion Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Maker shall apportion the Conversion Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration . If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Payee shall be given the same choice as to the Alternate Consideration he receives upon any conversion of this Note following such Fundamental Transaction . At the Payee’s sole discretion and request, any successor to the Maker or surviving entity in such Fundamental Transaction shall issue to the Payee a new Note substantially in the form of this Note and consistent with the foregoing provisions and evidencing the Payee’s right to purchase the Alternate Consideration for the applicable Conversion Price upon conversion thereof . Any such successor or surviving entity shall be deemed to be required to comply with the provisions of this Section 5(d) and shall insure that this Note (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction.

(e) In case any event shall occur as to which the other provisions of this Section 5 are not strictly applicable but the failure to make any adjustment would not fairly protect the conversion rights represented by this Note in accordance with the essential intent and principles hereof, then, in each such case, the Maker shall effect such adjustment, on a basis consistent with the essential intent and principles established in this Section 4, as may be necessary to preserve, without dilution, the conversion rights represented by this Note.

(f) Upon the occurrence of each adjustment pursuant to this Section 5, the Maker, at its own sole expense, shall promptly compute such adjustment in accordance with the terms of this Note and prepare a certificate setting forth such adjustment, including a statement of the adjusted Conversion Price and adjusted number or type of Common Stock or other securities issuable upon conversion of this Note (as applicable), describing the transactions giving rise to such adjustments and showing in detail the facts upon which such adjustment is based . Upon written request, the Maker shall promptly deliver a copy of each such certificate to the Payee and to the Maker’s Transfer Agent.

6. Mandatory Conversion . If at any time from and after July 22, 2020, (i) the closing price of the Common Stock of Maker on an Eligible Market has equaled or exceeds \$10.725 per share (as equitably adjusted for forward or reverse splits, combinations or Fundamental Transactions) for 20 consecutive Trading Days (the “**Mandatory Conversion Measuring Period**”), and (ii) no Equity Conditions Failure has occurred, then all of the Conversion Amount then remaining under this Note shall be converted into fully paid, validly issued and nonassessable shares of Common Stock in accordance with Section 4 hereof at the Conversion Rate as of the Mandatory Conversion Date (as defined below) (a “**Mandatory Conversion**”) . The Maker shall deliver within not more than two (2) Trading Days following the end of such Mandatory Conversion Measuring Period a written notice thereof by email and overnight courier to all, but not less than all, of the holders of Notes and the Transfer Agent (the “**Mandatory Conversion Notice**” and the date all of the holders of the Notes received such notice by email is referred to as the “**Mandatory Conversion Notice Date**”). The Mandatory Conversion Notice shall be irrevocable. The Mandatory Conversion Notice shall (y) state (I) the Trading Day selected for the Mandatory Conversion, which Trading Day shall be no sooner than three (3) Trading Days nor later than sixty (60) Trading Days following the Mandatory Conversion Notice Date (the “**Mandatory Conversion Date**”) and (II) the number of shares of Common Stock to be issued to the Payee on the Mandatory Conversion Date and (z) certify that there has been no Equity Conditions Failure.

7. Reservation of Authorized Shares.

(a) Reservation . The Maker shall initially reserve out of its authorized and unissued Common Stock a number of shares of Common Stock for each of the Notes equal to 130% of the Conversion Rate with respect to the Conversion Amount of each such Note as of the Effective Date. So long as any of the Notes are outstanding, the Maker shall take all action necessary to reserve and keep available out of its authorized and unissued Common Stock, solely for the purpose of effecting the conversion of the Notes, 130% of the number of shares of Common Stock as shall from time to time be necessary to effect the conversion of all of the Notes then outstanding; provided that at no time shall the number of shares of Common Stock so reserved be less than the number of shares required to be reserved by the previous sentence (without regard to any limitations on conversions) (the “**Required Reserve Amount**”). The initial number of shares of Common Stock reserved for conversions of the Notes and each increase in the number of shares so reserved shall be allocated pro rata among the holders of the Notes based on the principal amount of the Notes held by each holder at the Closing (as defined in the Letter Agreement) or increase in the number of reserved shares, as the case may be (the “**Authorized Share Allocation**”). In the event that a holder shall sell or otherwise transfer any of such holder’s Notes, each transferee shall be allocated a pro rata portion of such holder’s Authorized Share Allocation. Any shares of Common Stock reserved and allocated to any person which ceases to hold any Notes shall be allocated to the remaining holders of Notes, pro rata based on the principal amount of the Notes then held by such holders.

(b) Insufficient Authorized Shares . If at any time while any of the Notes remain outstanding the Maker does not have a sufficient number of authorized and unreserved shares of Common Stock to satisfy its obligation to reserve for issuance upon conversion of the Notes at least a number of shares of Common Stock equal to the Required Reserve Amount (an “**Authorized Share Failure**”), then the Maker shall immediately take all action necessary to

increase the Maker's authorized shares of Common Stock to an amount sufficient to allow the Maker to reserve the Required Reserve Amount for the Notes then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than sixty (60) days after the occurrence of such Authorized Share Failure, the Maker shall either (x) obtain the written consent of its stockholders for the approval of an increase in the number of authorized shares of Common Stock and provide each stockholder with an information statement with respect thereto or (y) hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Maker shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal.

8. Subordination. Maker and Payee hereby agree that any and all indebtedness incurred by Maker (whether prior to, contemporaneous with, or subsequent to the Closing Date), other than Permitted Indebtedness, shall be fully and contractually subordinated in all respects (including, without limitation, in right and priority of payment and repayment of principal, interest, and all fees and other amounts) to Maker's indebtedness and payment obligations under this Note.

9. Payments. Maker may not prepay all or any portion of the principal amount outstanding under this Note without the prior written consent of Payee. Payments received by Payee under this Note shall be applied in the following order: first, to the payment of all collection and enforcement expenses, if any, incurred by Payee in collecting and enforcing Maker's obligations hereunder; second, to the payment of all interest accrued and owing hereunder through the date of such payment; and third, to the repayment of the principal amount outstanding of this Note. Notwithstanding the foregoing or anything else herein contained to the contrary, Maker and Payee are parties to that certain Amended and Restated Intercreditor Agreement dated as of the date hereof, among each of them, _____ (solely in his capacity as "**Servicing Lender**" (as defined therein)) and _____ (the "**A& R Intercreditor Agreement**"), and any such payments received by Payee under this Note are subject to the terms of the A& R Intercreditor Agreement.

This Note is subject to the express condition that at no time shall Maker be obligated or required to pay interest on the outstanding principal balance of this Note at a rate that could subject Payee to either civil or criminal liability as a result of being in excess of the maximum rate that Maker is permitted by law to contract or agree to pay. If, by the terms of this Note, Maker is at any time required or obligated to pay interest on the outstanding principal balance of this Note at a rate in excess of such maximum rate, the Applicable Rate shall be deemed, without further act or instrument, to be immediately reduced to such maximum rate; and if and to the extent any payments in excess of such maximum permitted amount are received by Payee, such excess shall be considered repayments in respect of the principal amount outstanding of this Note.

In the event that Maker fails to pay any amount owing by it hereunder in full when due (whether on any interest payment date, at stated Maturity, by acceleration or otherwise), Maker agrees to promptly pay all of Payee's costs and expenses incurred in attempting or effecting

collection hereunder or the enforcement of this Note, including, without limitation, all attorneys' fees and related charges, as and when incurred by Payee, whether or not any action, suit or proceeding is instituted for collection or for the enforcement of this Note; and all such costs and expenses of collection and enforcement shall be added to the principal amount outstanding of this Note and shall, if not promptly paid in full by Maker as and when incurred by Payee, bear interest at the Applicable Rate until paid in full.

If any payment hereunder shall be due on a Saturday, a Sunday, or a public or bank holiday in the State of New York (any other day, a "**Business Day**"), such payment shall be made on the next succeeding Business Day, and any such extension of time shall be included in the computation of interest hereunder. Each payment hereunder shall be made in lawful money of the United States of America and in immediately available funds, prior to 12:00 noon Eastern Time on the due date thereof; any payment made after such time shall be deemed to have been made on the next succeeding Business Day, and such extension of time shall be included in the computation of interest hereunder.

10. **Remedies.** Maker's obligations under this Note are absolute and unconditional, notwithstanding the existence or terms and conditions of, or any reference herein to, any other document or agreement, and are not subject to any defense, set-off, counterclaim, rescission, recoupment or adjustment whatsoever. Maker hereby expressly and irrevocably waives (i) presentment, demand for payment, notice of dishonor, protest, notice of protest, and every other form of notice whatsoever with respect to this Note, (ii) any right to offset any amounts payable hereunder against, or to submit any counterclaims in respect of, any obligations of Payee to Maker, and (iii) all rights to the benefits of any statute of limitations and any moratorium, appraisalment or exemption now provided, or which may hereafter be provided, by any federal or state statute, including, without limitation, exemptions provided by or allowed under the Bankruptcy Code of 1978 (11 U.S.C.), as amended, or under common law, as to both Maker itself and all of its properties and assets, whether real or personal, against the enforcement and collection of the obligations evidenced by this Note and any and all extensions, renewals, and modifications hereof and thereof. The illegality or unenforceability in whole or in part of, or the default by any party under, any other document or agreement shall not constitute a defense to any claim by Payee for the payment or repayment, as the case may be, of principal, interest or any other amount hereunder. **THE MAKER HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS NOTE OR ANY TRANSACTION CONTEMPLATED HEREBY.**

No right or remedy conferred upon Payee or the Servicing Lender, as applicable, under this Note is intended to be exclusive of any other right or remedy available to Payee or the Servicing Lender, whether at law, in equity, by statute or otherwise, but shall be deemed cumulative with all such other rights and remedies. Without limiting the generality of the foregoing, if this Note and all amounts (whether of principal, interest or otherwise) accrued hereunder shall not be paid in full when due (whether on any interest payment date, at stated Maturity, by acceleration or otherwise), Payee and the Servicing Lender shall be free to enforce their rights and remedies against Maker as Payee and the Servicing Lender, as applicable, may see fit under the circumstances, in no particular order or priority. No failure to exercise, or any

delay in exercising, by Payee or the Servicing Lender, as applicable, any of their rights or remedies hereunder shall operate as a waiver thereof . A waiver by Payee or the Servicing Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to Payee's or the Servicing Lender's exercise of that same or of any other right or remedy which Payee or the Servicing Lender, as applicable, would otherwise have on any future occasion . No forbearance, indulgence, delay or failure by Payee or the Servicing Lender to exercise any of their rights or remedies with respect to this Note, nor any course of dealing between Maker, on the one hand, and Payee or the Servicing Lender, as applicable, on the other hand, shall operate as a waiver of any such right or remedy, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy . Payee and the Servicing Lender shall not, by any course of dealing, indulgence, omission, or other act (except a further instrument signed by the Servicing Lender) or failure to act, be deemed to have waived any right or remedy hereunder, or to have acquiesced in any Acceleration Event or in any breach of any of the terms of this Note . No modification, rescission, waiver, forbearance, release or amendment of any term, covenant, condition or provision of this Note or any of Maker's obligations hereunder shall be valid or enforceable unless made and evidenced in writing, expressly referring to this Note and signed by both Maker and the Servicing Lender.

11. Security

THIS NOTE CREATES A LIEN ON, AND GRANTS A SECURITY INTEREST IN, THE COLLATERAL DESCRIBED ON THE ATTACHED EXHIBIT B, AND IT SHALL CONSTITUTE A SECURITY AGREEMENT UNDER THE NEW YORK UNIFORM COMMERCIAL CODE (" UCC") OR ANY OTHER LAW APPLICABLE TO THE CREATION OF LIENS ON PERSONAL PROPERTY AND COLLATERAL . MAKER COVENANTS AND AGREES THAT THE SERVICING LENDER MAY FILE AND REFILE SUCH UCC AND OTHER FINANCING STATEMENTS, CONTINUATION STATEMENTS OR OTHER DOCUMENTS AS THE SERVICING LENDER SHALL DEEM NECESSARY OR APPROPRIATE FROM TIME TO TIME WITH RESPECT TO SUCH COLLATERAL . DURING THE CONTINUANCE OF AN ACCELERATION EVENT, THE SERVICING LENDER SHALL, IN ADDITION TO ALL OTHER RIGHTS AND REMEDIES SET FORTH IN THIS NOTE, HAVE ALL RIGHTS AND REMEDIES OF A SECURED PARTY UNDER THE NEW YORK UCC . WITH RESPECT TO ANY PRIVATE SALE OF SUCH COLLATERAL, MAKER SHALL BE ENTITLED TO RECEIVE AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE.

Maker and its undersigned wholly-owned subsidiaries (such wholly-owned subsidiaries, the "***Subsidiaries***", and together with the Maker, collectively, the "***Grantors***" and each individually, a "***Grantor***"), for good and valuable consideration, including, without limitation, the aggregate sum loaned by Payee to Maker in connection with, and as evidenced by, this Note, do hereby grant and pledge unto the Servicing Lender, as agent, for the benefit of Payee, as a secured party, a security interest in, lien on, and pledge of the collateral described on the attached Exhibit B, as applicable (the "***Collateral***") . With respect to such security interest, lien and pledge, each Grantor hereby represents, warrants, covenants and agrees that:

(i) such Grantor, as applicable, owns the Collateral free and clear of any lien, security interest, charge or encumbrance (except such thereof as are created hereby or in respect of other Permitted Indebtedness), and that no UCC or other financing statement or other instrument similar in effect covering all or any part of the Collateral is on file in any recording office (except in respect of Permitted Indebtedness);

(ii) such Grantor shall not make any further assignment or pledge of all or any part of the Collateral or create any further lien thereon or security interest therein (except such thereof as are created hereby or in respect of other Permitted Indebtedness), nor permit its rights therein to be reached by attachment, levy, garnishment or other judicial process;

(iii) as of date hereof, the name (within the meaning of Section 9-503 of the UCC), jurisdiction of organization, type of entity and organizational number of each Grantor is set forth on Schedule 1 attached hereto (each such Subsidiary being a “**Pledged Subsidiary**,” and collectively, the “**Pledged Subsidiaries**”);

(iv) no authorization, approval or other action is necessary by any governmental authority, regulatory body or other entity or individual for the granting and pledging of the lien on and security interest in the Collateral created hereby;

(v) such Grantor shall keep accurate and complete records and accounts concerning the Collateral;

(vi) such Grantor shall defend the title to the Collateral against all persons, and against all claims and demands, as necessary to keep the Collateral free and clear of any and all liens, security interests, claims, charges, encumbrances, taxes and assessments (except such thereof as are created hereby or in respect of other Permitted Indebtedness);

(vii) they shall promptly notify the Servicing Lender in writing of any litigation, governmental investigations or other prosecutions involving the Collateral;

(viii) such Grantor shall deliver a springing deposit account control agreement (the “**Control Agreement**”) with respect to each deposit account and securities account (other than (a) any deposit account the funds in which are used exclusively for payroll, payroll taxes and other employee wage and benefit payments, (b) any deposit account the funds in which are in trust for any third parties or any other trust accounts, escrow accounts and fiduciary accounts, (c) any deposit account that is a zero-balance disbursement account and (d) any account specifically and exclusively used to hold “ Title IV, HEA program funds” on behalf of Maker or any applicable subsidiary pending disbursement of such funds to, or on behalf of, eligible students under the terms of 34 C.F.R. Section 668.163 (collectively, “**Excluded Accounts**”)) owned by such Grantor as of or after the Closing Date, effective to grant “control” (within the meaning of Articles 8 and 9 under the UCC) over such account to the Servicing Lender, provided that it is agreed and understood that (A) with respect to deposit accounts and securities accounts (other than Excluded Accounts) of such Grantor existing on the date hereof, such Grantor shall comply with the provisions of this clause (viii) on the date hereof, and (B) with respect to deposit accounts and securities accounts (other than Excluded Accounts) acquired by, or opened in the name of any Grantor after the date hereof, such Grantor shall have until the date that is thirty

(30) days (or such longer period, if any, to which the Servicing Lender may agree in his sole and absolute discretion) following the date of such opening or acquisition to comply with the provisions of this clause (viii) . Set forth on Schedule 2 attached hereto is a listing of all of each Grantor's deposit accounts and securities accounts (other than Excluded Accounts) as of the date hereof, including, with respect to each bank, the name and address of such bank and the account numbers of the deposit accounts and securities accounts maintained with such bank;

(ix) except for the security interest created hereby or in respect of other Permitted Indebtedness, (a) Maker is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all liens, of the equity interests indicated on Schedule 3 attached hereto (collectively, the "***Pledged Interests***") as being owned by Maker, (b) all of the Pledged Interests are duly authorized, validly issued, and, to the extent applicable, fully paid and non-assessable, and constitute the percentage of the issued and outstanding equity interests of the Pledged Subsidiaries of Maker identified on said Schedule 3; and (c) except as set forth on Schedule 3, there exist no options, warrants, conversion rights or other rights outstanding to acquire equity interests in any of the Pledged Subsidiaries. With respect to any Pledged Interest which is not certificated, Maker and each Pledged Subsidiary hereby agrees (A) to comply with all instructions from the Servicing Lender without requiring Maker's or such Pledged Subsidiary's further consent and (B) not to take any action to cause any such uncertificated Pledged Interest to become certificated unless Maker promptly notifies the Servicing Lender in writing of Maker's election to do so and, in that event, promptly (and in any case within five (5) days of such election) delivers to the Servicing Lender the original certificate representing such Pledged Interest accompanied by undated instruments of transfer or assignment duly executed in blank;

(x) such Grantor shall take all such further action as may be reasonably necessary or requested by the Servicing Lender in order to perfect and protect the lien, pledge and security interest created hereby

(xi) such Grantor not permit the Pledged Subsidiaries to issue any additional equity or Equity Rights without the prior written consent of Payee for so long as any of the Indebtedness remains outstanding; and

(xii) all items of Collateral described in paragraphs 1 through 3 on the attached Exhibit B have been duly and validly authorized and issued, and are fully paid and non-assessable.

During the continuance of an Acceleration Event, the Servicing Lender shall have the right to pursue all of its legal rights and remedies at law, in equity, or in other appropriate proceedings, including, without limitation, all rights and remedies available to a secured party under the New York UCC or under the laws (including, without limitation, the UCC) of each other jurisdiction where the Collateral, or any portion of it, is located . So long as there is no Acceleration Event hereunder, Maker shall be entitled (i) to exercise its voting and other consensual rights with respect to the Collateral described in paragraphs 1 through 3 on the attached Exhibit B and otherwise exercise the incidents of ownership thereof, and (ii) to receive dividends or other distributions made with respect to such Collateral.

12. Notices. All notices, demands or other communications (collectively, “*notices*”) relating to any matter set forth herein shall be in writing and made, given, served or sent (collectively, “*delivered*”) by (i) certified mail (return receipt requested) or (ii) reputable commercial overnight courier service (Federal Express, UPS or equivalent that provides a receipt) for next-business-morning delivery, in each case with postage thereon prepaid by sender and addressed to the intended recipient at its address set forth in the first paragraph of this Note (or at such other address as the intended recipient shall have previously provided to the sender in the same manner herein provided); provided that copies of any such notice to Payee shall also be sent to: Payee c/o _____. Any such notice sent as so provided shall be deemed effectively delivered (x) on the third Business Day after being sent by certified mail, (y) on the next business morning if sent by overnight courier for next-business-morning delivery or (z) on the day of its actual delivery to the intended recipient (as shown by the return receipt or proof-of-delivery), whichever is earlier.

13. Governing Law; Jurisdiction. This Note shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York applicable to contracts made between residents of that state, entered into and to be wholly performed within that state, notwithstanding the parties’ actual states of residence or legal domicile if outside that state and without reference to any conflict of laws or similar rules that might otherwise mandate or permit the application of the laws of any other jurisdiction . Any action, suit or proceeding relating to this Note shall be brought exclusively in the courts of New York State sitting in the Borough of Manhattan, New York City, or in U.S. District Court for the Southern District of New York, and, for all purposes of any such action, suit or proceeding, Maker hereby irrevocably (i) submits to the exclusive jurisdiction of such courts, (ii) waives any objection to such choice of venue based on *forum non conveniens* or any other legal or equitable doctrine, and (iii) waives trial by jury and the right to interpose any set-off or counterclaim, of any nature or description whatsoever, in any such action, suit or proceeding.

14. Severability. The terms and provisions of this Note are severable. In the event of the unenforceability or invalidity of one or more of the terms, covenants, conditions or provisions of this Note under federal, state or other applicable law in any circumstance, such unenforceability or invalidity shall not affect the enforceability or validity of such term, covenant, condition or provision in any other circumstance, or render any other term, covenant, condition or provision of this Note unenforceable or invalid.

15. Transferability. Subject to the A& R Intercreditor Agreement, Payee may assign its rights under this Note to any related or affiliated person or entity upon three (3) Business Days’ prior notice to Maker and _____’s counsel (at the address set forth above); and Maker’s obligations hereunder shall inure to the benefit of Payee and each of Payee’s successors and permitted assigns, and shall be binding for all purposes on Maker and its successors-in-interest . No assignment, delegation or other transfer of Maker’s rights or obligations hereunder shall be made or be effective absent Payee’s prior, written consent thereto.

16. Dispute Resolution. In the case of a dispute as to the determination of the Closing Sale Price or the arithmetic calculation of the Conversion Rate or the Conversion Price, the Maker shall submit the disputed determinations or arithmetic calculations via email within one (1) Business Day of receipt, or deemed receipt, of the Conversion Notice or other event giving

rise to such dispute, as the case may be, to the Payee. If the Payee and the Maker are unable to agree upon such determination or calculation within one (1) Business Day of such disputed determination or arithmetic calculation being submitted to the Payee, then the Maker shall, within one Business Day submit via email (a) the disputed determination of the Closing Sale Price to an independent, reputable investment bank selected by the Payee and approved by the Maker, such approval not to be unreasonably withheld, or (b) the disputed arithmetic calculation of the Conversion Rate or Conversion Price to an independent, outside accountant, selected by the Payee and approved by the Maker, such approval not to be unreasonably withheld. The Maker, at the Maker's expense, shall cause the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Maker and the Payee of the results no later than five (5) Business Days from the time it receives the disputed determinations or calculations. Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error.

17. Construction. Whenever used herein, the singular number shall include the plural, the plural shall include the singular, and the words "Payee" and "Maker" shall include their respective successors and permitted assigns.

18. Certain Definitions.

"_____ " means _____.

"**Bloomberg**" means Bloomberg Financial Markets.

"**Closing Sale Price**" means, for any security as of any date, the last closing trade price for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing trade price, then the last trade price of such security prior to 4:00:00 p.m., New York Time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing trade price of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing trade price is reported for such security by Bloomberg, the average of the ask prices of any market makers for such security as reported in the "pink sheets" by Pink Sheets LLC (formerly the National Quotation Bureau, Inc.). If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price, as the case may be, of such security on such date shall be the fair market value as mutually determined by the Maker and the Payee. If the Maker and the Payee are unable to agree upon the fair market value of such security, then such dispute shall be resolved pursuant to Section 16. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, reclassification or similar transaction during the applicable calculation period.

"**Effective Date**" means January 22, 2020.

“Eligible Market” means the Principal Market, NYSE MKT LLC, The NASDAQ Global Select Market, The NASDAQ Capital Market or The New York Stock Exchange, Inc. (or any successors to the foregoing).

“Equity Conditions” means, on each day during the period in question, (a) the Maker shall have duly honored all conversions scheduled to occur or occurring by virtue of one or more Conversion Notice of the applicable Payee on or prior to the dates so requested or required, if any, (b)(i) one or more registration statements filed and required to be filed pursuant to the Registration Rights Agreement shall be effective and available for the resale of the Conversion Shares issuable upon conversion of the applicable Conversion Amount or (b)(ii) all of the Conversion Shares issuable upon the conversion of the applicable Conversion Amount shall be eligible for sale without restriction or limitation pursuant to Rule 144 and without the need for registration under any applicable federal or state securities laws, (c) the Maker shall have no knowledge of any fact that would reasonably be expected to cause (i) the registration statements required pursuant to the Registration Rights Agreement not to be effective and available for the resale of the Conversion Shares issuable upon conversion of the applicable Conversion Amount or (ii) any Conversion Shares issuable upon the conversion of the applicable Conversion Amount not to be eligible for sale without restriction or limitation pursuant to Rule 144, (d) the Conversion Shares issuable upon the conversion of the applicable Conversion Amount may be issued in full without violating the rules or regulations of the applicable Eligible Market, (e) the Common Stock is designated for quotation on an Eligible Market and shall not have been suspended from trading on such exchange or market nor shall delisting or suspension by such exchange or market been threatened, commenced or pending in writing by such exchange or market, (f) the Conversion Shares are duly authorized and listed and eligible for trading without restriction on an Eligible Market, (g) no Payee shall be in possession of any material, nonpublic information received from the Maker or any of its subsidiaries, affiliates or agents and (h) there shall not have occurred the public announcement of a pending, proposed or intended Fundamental Transaction which has not been abandoned, terminated or consummated.

“Equity Conditions Failure” means with respect to a particular date of determination, that on any day during the period commencing ten trading days immediately prior to such date of determination, the Equity Conditions have not each been satisfied (or waived in writing by the Payee).

“Letter Agreement” means that certain Letter Agreement, dated as of January 15, 2020, by and among the Grantors and the Payee.

“Notes” means this A&R Note and that certain Amended and Restated Convertible Promissory Note and Security Agreement dated as of January 22, 2020, by and among the Grantors and _____.

“Principal Market” means the Nasdaq Global Market.

“Registrable Securities” shall have the meaning ascribed to such term in the Registration Rights Agreement.

“ **Registration Rights Agreement**” means that certain Investors/ Registration Rights Agreement dated as of the Effective Date by and among the Grantors and the Payees, as may be amended, amended and restated, supplemented or otherwise modified from time to time.

“**Registration Statement**” shall have the meaning ascribed to such term in the Registration Rights Agreement.

“**Trading Day**” means any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded; provided that “Trading Day” shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York Time).

19. Force Majeure. The Maker shall be excused from any delay in performance or for non-performance of any of the terms and conditions of this Agreement caused by any Force Majeure event. Force Majeure shall mean strikes, labor disputes, freight embargoes, interruption or failure in the Internet, telephone or other telecommunications service or related equipment, material interruption in the mail service or other means of communication within the United States, if the Maker shall have sustained a material or substantial loss by fire, flood, accident, hurricane, earthquake, theft, sabotage, or other calamity or malicious act, whether or not such loss shall have been insured, acts of God, outbreak or material escalation of hostilities or civil disturbances, national emergency or war (whether or not declared), or other calamity or crises including a terrorist act or acts affecting the United States, future laws, rules, regulations or acts of any government (including any orders, rules or regulations issued by any official or agency of such government).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of Maker and its wholly-owned Subsidiaries party hereto has duly executed and delivered this Note on the day and year first written above.

MAKER:

ASPEN GROUP, INC.

By: _____
Name: Michael Mathews
Title: Chairman and Chief Executive Officer

SUBSIDIARIES

UNITED STATES UNIVERSITY, INC., a Delaware corporation

By: _____
Name: Michael Mathews
Title: Chief Executive Officer

ASPEN UNIVERSITY INC., a Delaware corporation

By: _____
Name: Michael Mathews
Title: Chief Executive Officer

[Signature Page to Amended and Restated Convertible Promissory Note and Security Agreement]

_____ Maker's Initials



EXHIBIT A

Conversion Notice

Reference is made to the Amended and Restated Convertible Promissory Note and Security Agreement (the “Note”) issued to the undersigned by Aspen Group, Inc. (the “Company”). In accordance with and pursuant to the Note, the undersigned hereby elects to convert the Conversion Amount (as defined in the Note) of the Note indicated below into shares of Common Stock, par value \$0.001 per share, (the “Common Stock”) of the Company, as of the date specified below.

Date of Conversion:

Aggregate Conversion Amount to be converted:

Please confirm the following information

A. Conversion Price:

B. Number of shares of Common Stock to be issued:

C. Please issue the Common Stock into which the Note is being converted as follows:

☐ Check here if requesting delivery as a certificate to the following name and to the following address:

Issue to: _____

Address: _____

Telephone Number: _____

Facsimile Number: _____

☐ Check here if requesting delivery by Deposit/Withdrawal at Custodian as follows:

DTC Participant: _____

DTC Number: _____

Account Number: _____

_____ Maker's Initials

Authorization

By: _____
Name:
Title:

_____ Maker's Initials

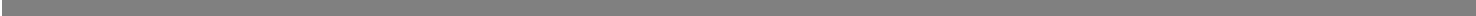


EXHIBIT B
COLLATERAL

Unless otherwise defined in that certain Amended and Restated Convertible Promissory Note and Security Agreement dated January 22, 2020, in the principal face amount of US \$5,000,000 in favor of _____ to which this Exhibit B is attached (the “*Note*”), capitalized terms used herein shall have the same respective meanings ascribed to such terms under the Uniform Commercial Code (“*UCC*”) as in effect in the State of New York.

1. All Accounts of Aspen University Inc., a Delaware corporation, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located, together with all warranties, increases, renewals, additions and accessions thereto, substitutions therefor, and replacements, cash and proceeds thereof.

2. All Accounts of United States University, Inc., a Delaware corporation, whether now or hereafter owned, existing, acquired or arising and wherever now or hereafter located, together with all warranties, increases, renewals, additions and accessions thereto, substitutions therefor, and replacements, cash and proceeds thereof.

3. All of Aspen Group, Inc.’s right, title and interest in and to: (a) its Deposit Accounts (other than Excluded Accounts (as defined in the Note)), up to the aggregate amount from time to time due and owing to Payee under the Note; and (b) the common stock and other equity interests of Aspen University Inc., a Delaware corporation, and United States University, Inc., a Delaware corporation, together with (i) all “investment property” as such term is defined in the UCC with respect to such stock and equity interests, (ii) any “security entitlement” as such term is defined in the UCC with respect to such stock and equity interests, (iii) all books and records relating to the foregoing, and (iv) all Accessions and Proceeds of such stock and equity interests, including, without limitation, all distributions (cash, stock or otherwise), dividends, stock dividends, securities, cash, instruments, rights to subscribe, purchase or sell, and other property, rights and interest that Maker is at any time entitled to receive or is otherwise distributed in connection with such stock and equity interests.

_____ Maker’s Initials

SCHEDULE 1

Entity Name	Jurisdiction of Formation	Type of Entity	Organizational Number
Aspen Group, Inc.	Delaware	Corporation	5107517
Aspen University Inc.	Delaware	Corporation	3115429
United States University, Inc.	Delaware	Corporation	6408678

_____ Maker's Initials



SCHEDULE 2

Entity	Name and Address of Institution Maintaining Account	Account Number	Type of Account
Aspen University Inc.	Citibank 153 E. 53 rd Street, 21 st Fl New York, NY 10022	9992146600	Operating
Aspen Group, Inc.	Citibank 153 E. 53 rd Street, 21 st Fl New York, NY 10022	6781449712	Operating
United States University, Inc.	Citibank 153 E. 53 rd Street, 21 st Fl New York, NY 10022	6783073800	Operating

_____ Maker's Initials

SCHEDULE 3

Name of Grantor	Name of Pledged Company	Number of Shares/Units	Certificate Number	Class of Interests	Percentage of Class Owned
Aspen Group, Inc.	United States University, Inc.	100	N/A	Common	100%
Aspen Group, Inc.	Aspen University Inc.	100	N/A	Common	100%

_____ Maker's Initials

FIRST AMENDMENT
Dated as of January 22, 2020

to the

AMENDED AND RESTATED
REVOLVING PROMISSORY NOTE AND SECURITY AGREEMENT
Dated as of November 5, 2018

This FIRST AMENDMENT TO THE AMENDED AND RESTATED REVOLVING PROMISSORY NOTE AND SECURITY AGREEMENT (this “***Amendment***”), dated as of January 22, 2020, is entered into by and among ASPEN GROUP, INC, as maker (the “***Maker***”), UNITED STATES UNIVERSITY, INC . (“***USU***”) and ASPEN UNIVERSITY INC . (“***AUI***” and, together with USU, the “***Subsidiaries***”), and _____, as payee (the “***Payee***”).

RECITALS

WHEREAS, the parties hereto have entered into that certain Amended and Restated Revolving Promissory Note and Security Agreement dated as of November 5, 2018 (as further amended, supplemented or otherwise modified from time to time, the “***Revolving Credit Agreement***”); and

WHEREAS, the parties hereto wish to make certain changes to the Revolving Credit Agreement to the definition of Permitted Indebtedness.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and in the Revolving Credit Agreement, the parties hereto agree as follows:

SECTION 1. Definitions. All capitalized terms not otherwise defined herein are used as defined in the Revolving Credit Agreement.

SECTION 2. Changes to the Revolving Credit Agreement. Effective as of the date hereof, the Revolving Credit Agreement is hereby amended as follows:

2.1.

Clauses (x) and (y) in the definition of “***Permitted Indebtedness***” contained in Section (a) of the Revolving Credit Agreement are hereby amended and restated as follows:

“ (x) the indebtedness evidenced by that certain amended and restated convertible promissory note and security agreement dated January 22, 2020, in the face amount of five million U.S. dollars (US \$5,000,000) issued by Maker to Payee, including, without limitation, all principal thereof and accrued and unpaid interest thereon; (y) the indebtedness evidenced by that certain amended and restated convertible promissory note and security agreement dated January 22, 2020, in the face amount of five million U.S. dollars (US \$5,000,000) issued by Maker to _____, a _____, including, without limitation, all principal thereof and accrued and unpaid interest thereon; and”

SECTION 3. Miscellaneous.

3.1. Reaffirmation of Security Interests. The Maker (a) affirms that each of the security interests, liens and pledges granted in or pursuant to the Revolving Credit Agreement are valid and subsisting, and (b) agrees that this Amendment shall in no manner impair or otherwise adversely affect any of the security interests, liens and pledges granted in or pursuant to the Revolving Credit Agreement.

3.2. References to the Revolving Credit Agreement. Upon the effectiveness of this Amendment, each reference in the Revolving Credit Agreement to “this Agreement”, “hereunder”, “hereof”, “herein”, or words of like import shall mean and be a reference to the Revolving Credit Agreement as amended hereby, and each reference to the Revolving Credit Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Revolving Credit Agreement shall mean and be a reference to the Revolving Credit Agreement as amended hereby.

3.3. Effect on Revolving Credit Agreement. Except as specifically amended by this Amendment, the Revolving Credit Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect and are hereby ratified and confirmed.

3.4. No Waiver. The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy of the Payee under the Revolving Credit Agreement or any other document, instrument or agreement executed in connection therewith, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

3.5. Governing Law. This Amendment shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of New York applicable to contracts made between residents of that state, entered into and to be wholly performed within that state, notwithstanding the parties’ actual states of residence or legal domicile if outside that state and without reference to any conflict of laws or similar rules that might otherwise mandate or permit the application of the laws of any other jurisdiction.

[Signatures Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

MAKER

ASPEN GROUP, INC.

By _____
Michael Mathews
Chairman and Chief Executive Officer

SUBSIDIARIES

UNITED STATES UNIVERSITY, INC.,
a Delaware corporation

By _____
Michael Mathews
Chief Executive Officer

ASPEN UNIVERSITY INC.,
a Delaware corporation

By _____
Michael Mathews
Chief Executive Officer

Accepted and Agreed:

PAYEE:

By _____
Name: _____
Title: _____

INVESTORS/REGISTRATION RIGHTS AGREEMENT

THIS INVESTORS/REGISTRATION RIGHTS AGREEMENT (the “**Agreement**”) is made and entered into as of the 22nd day of January, 2020, by and among ASPEN GROUP, INC., a Delaware corporation (the “**Company**”) and each of _____ (“_____”) and _____, a _____ (“_____”; each of the _____ and _____ is hereinafter sometimes referred to individually as a “**Holder**” and collectively as the “**Holders**”).

WHEREAS, the Company and each of the Holders have entered into certain Letter Agreements dated as of the date hereof (the “**Letter Agreements**”) pursuant to which the Company has agreed, upon the terms and conditions set forth in each of the Letter Agreements, to amend and restate the two \$5,000,000 senior secured notes in the principal amount of \$5,000,000 (as amended and restated, the “**Notes**” and each a “**Note**”), one of which is held by each of the Holders, and each of which Note shall be convertible into shares of the Company’s common stock (the “**Common Stock**,” and the shares of Common Stock issuable upon conversion of the Notes, the “**Conversion Shares**”); and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the parties hereto hereby agree as follows:

1. **Definitions.** For purposes of this Agreement:

“**1933 Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder, or any successor statute thereto.

“**1934 Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder, or any successor statute thereto.

“**Additional Effective Date**” means the date the Additional Registration Statement is declared effective by the SEC.

“**Additional Effectiveness Deadline**” means the date which is the earlier of: (i) in the event that the Additional Registration Statement (a) is not subject to a full review by the SEC, 30 calendar days after the earlier of the Additional Filing Date and the Additional Filing Deadline, or (b) in the event that the Additional Registration Statement is subject to a full review by the SEC, 60 calendar days after the earlier of the Additional Filing Date and the Additional Filing Deadline, and (ii) the 5 Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Additional Registration Statement will not be reviewed or will not be subject to further review; *provided, however*, that if the Additional Effectiveness Deadline falls on a Saturday, Sunday or other day that the SEC is closed for business, the Additional Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business.

“Additional Filing Date” means the date on which the Additional Registration Statement is filed with the SEC.

“Additional Filing Deadline” means if Cutback Shares are required to be included in any Additional Registration Statement, the later of (i) the date 60 calendar days after the date substantially all of the Registrable Securities registered under the immediately preceding Registration Statement are sold, and (ii) the date six months from the Initial Effective Date or the most recent Additional Effective Date, as applicable.

“Additional Registrable Securities” means: (i) any Cutback Shares not previously included on a Registration Statement, and (ii) any capital stock of the Company issued or issuable with respect to the Notes, Conversion Shares, or Cutback Shares, as applicable, as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise.

“Additional Registration Statement” means a registration statement or registration statements of the Company filed under the 1933 Act covering the resale of any Additional Registrable Securities.

“Additional Required Registration Amount” means (i) any Cutback Shares not previously included on a Registration Statement, all subject to adjustment as provided in Section 2.1(e), or (ii) such other amount as may be permitted by the staff of the SEC pursuant to Rule 415.

“Affiliate” means, with respect to a specified Person, another Person that is a director or officer of such Person, or directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with the Person specified

“Agreement” has the meaning set forth in the preamble.

“Allowable Grace Period” has the meaning set forth in Section 2.2(p).

“Bloomberg” means Bloomberg Financial Markets.

“Blue Sky Filing” has the meaning set forth in Section 2.5(a).

“Board” has the meaning set forth in the preamble.

“Business Day” means any day other than Saturday, Sunday or any other day on which commercial banks in the City of New York are authorized or required by law to remain closed.

“Claims” has the meaning set forth in Section 2.5(a).

“Closing Bid Price” and **“Closing Sale Price”** means, for any security as of any date, the last closing bid price and last closing trade price, respectively, for such security on the Principal Market, as reported by Bloomberg, or, if the Principal Market begins to operate on an extended hours basis and does not designate the closing bid price or the closing trade price, as the case may be, then the last bid price or the last trade price, respectively, of such security prior to

4:00:00 p.m., New York time, as reported by Bloomberg, or, if the Principal Market is not the principal securities exchange or trading market for such security, the last closing bid price or last trade price, respectively, of such security on the principal securities exchange or trading market where such security is listed or traded as reported by Bloomberg, or if the foregoing do not apply, the last closing bid price or last trade price, respectively, of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, or, if no closing bid price or last trade price, respectively, is reported for such security by Bloomberg, the average of the bid prices, or the ask prices, respectively, of any market makers for such security as reported in the OTC Link or “pink sheets” by OTC Markets Group Inc. (formerly Pink OTC Markets Inc.). If the Closing Bid Price or Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Bid Price or the Closing Sale Price, as the case may be, of such security on such date shall be the fair market value as mutually determined by the Company and the affected Investors. If the Company and such Investors are unable to agree upon the fair market value of such security, then the Company and the Investors shall agree, in good faith, upon an independent investment bank of nationally recognized standing to make such determination, whose determination shall be final and binding and whose fees and expenses shall be borne by the Company.

“**Common Stock**” has the meaning set forth in the recitals.

“**Company**” has the meaning set forth in the preamble.

“**Conversion Shares**” has the meaning set forth in the recitals.

“**Current Public Information Failure**” has the meaning set forth in Section 2.1(f).

“**Cutback Shares**” means any of the Initial Required Registration Amount or the Additional Required Registration Amount (without regard to clause (ii) in the definition thereof) of Registrable Securities not included in all Registration Statements previously declared effective hereunder as a result of a limitation on the maximum number of shares of Common Stock of the Company permitted to be registered by the staff of the SEC pursuant to Rule 415. For the purpose of determining the Cutback Shares, in order to determine any applicable Required Registration Amount, unless an Investor gives written notice to the Company to the contrary with respect to the allocation of its Cutback Shares, the Conversion Shares shall be excluded on a pro rata basis among the Investors until all of the Conversion Shares have been excluded.

“**Effective Date**” means the Initial Effective Date and the Additional Effective Date, as applicable.

“**Effectiveness Deadline**” means the Initial Effectiveness Deadline and the Additional Effectiveness Deadline, as applicable.

“**Effectiveness Failure**” has the meaning set forth in Section 2.1(f).

“Eligible Market” means the Principal Market, The New York Stock Exchange, Inc., the NYSE American LLC, The Nasdaq Capital Market, The Nasdaq Global Select Market or The Nasdaq Global Market, or any successor to any of the foregoing.

“Filing Deadline” means the Initial Filing Deadline and the Additional Filing Deadline, as applicable.

“Filing Failure” has the meaning set forth in Section 2.1(f).

“Grace Period” has the meaning set forth in Section 2.2(p).

“Holder” and **“Holders”** have the meanings set forth in the preamble and shall also include or any transferee or assignee of each Holder identified in the preamble to whom such Holder identified in the preamble assigns its rights under this Agreement and who agrees to be bound by the provisions of this Agreement in accordance with Section 6.1 and any transferee or assignee thereof to whom a transferee or assignee assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 6.1.

“Indemnified Damages” has the meaning set forth in Section 2.5(a).

“Indemnified Party” has the meaning set forth in Section 2.5(b).

“Indemnified Person” has the meaning set forth in Section 2.5(a).

“Initial Effective Date” means the date that the Initial Registration Statement has been declared effective by the SEC.

“Initial Effectiveness Deadline” means the date which is the earlier of: (i) in the event that the Initial Registration Statement (a) is not subject to a full review by the SEC, 90 calendar days after the Request Date, or (b) is subject to a full review by the SEC, 120 calendar days after the Request Date, and (ii) the fifth Business Day following the date on which the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Initial Registration Statement will not be reviewed or will not be subject to further review; *provided, however*, that if the Initial Effectiveness Deadline falls on a Saturday, Sunday or other day that the SEC is closed for business, the Initial Effectiveness Deadline shall be extended to the next Business Day on which the SEC is open for business.

“Initial Filing Deadline” means the date which is 30 calendar days after the Request Date.

“Initial Registrable Securities” means (i) the Conversion Shares issuable or issued pursuant to the terms of the Notes; and (ii) any other capital stock issued or issuable with respect to the Notes or Conversion Shares, as a result of any stock split, stock dividend, recapitalization, exchange or similar event or otherwise.

“Initial Registration Statement” means a registration statement or registration statements of the Company filed under the 1933 Act covering the resale of the Initial Registrable Securities.

“Initial Required Registration Amount” means 135% of the maximum number of Conversion Shares issued and issuable pursuant to the Notes as of the Trading Day immediately preceding the applicable date of determination and all subject to adjustment as provided in Section 2.1(e), or (ii) such other amount as may be permitted by the staff of the SEC pursuant to Rule 415.

“Inspectors” has the meaning set forth in Section 2.2(g)(ii).

“Investor” means each Holder or any transferee or assignee of the Holder to whom the Holder assigns its rights under this Agreement and who agrees to be bound by the provisions of this Agreement in accordance with Section 6.1 and any transferee or assignee thereof to whom a transferee or assignee assigns its rights under this Agreement and who agrees to become bound by the provisions of this Agreement in accordance with Section 6.1.

“Note” and **“Notes”** have the meanings set forth in the recitals.

“Maintenance Failure” has the meaning set forth in Section 2.1(f).

“Person” means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization and a government or any department or agency thereof.

“Principal Market” means Nasdaq Global Market.

“Records” has the meaning set forth in Section 2.2(g)(ii).

“register”, **“registered”** and **“registration”** mean a registration effected by preparing and filing one or more Registration Statements in compliance with the 1933 Act and pursuant to Rule 415, and the declaration or ordering of effectiveness of such Registration Statement or Registration Statements by the SEC.

“Registrable Securities” means the Initial Registrable Securities and the Additional Registrable Securities.

“Registration Delay Payments” has the meaning set forth in Section 2.1(f).

“Registration Failure” has the meaning set forth in Section 2.1(f)

“Registration Period” has the meaning set forth in Section 2.2(a).

“Registration Statement” means the Initial Registration Statement and the Additional Registration Statement, as applicable.

“**Required Holders**” means the holders of at least 50% of the Registrable Securities and shall include the Holder so long as the Holder or any Affiliate of the Holder holds any Registrable Securities.

“**Request Date**” means the date that is five months or more after the date of this Agreement on which the Required Holders have delivered a notice to the Company requesting that the Company file the Initial Registration Statement, such notice in accordance with the notice provisions set forth in Section 6.4 hereof.

“**Required Registration Amount**” means either the Initial Required Registration Amount or the Additional Required Registration Amount, as applicable.

“**Rule 144**” has the meaning set forth in Section 2.7.

“**Rule 415**” means Rule 415 promulgated under the 1933 Act or any successor rule providing for offering securities on a continuous or delayed basis.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Subsidiaries**” shall mean Aspen University Inc. and United States University, Inc.

“**Trading Day**” means any day on which the Common Stock is traded on the Principal Market, or, if the Principal Market is not the principal trading market for the Common Stock, then on the principal securities exchange or securities market on which the Common Stock is then traded; *provided* that “Trading Day” shall not include any day on which the Common Stock is scheduled to trade on such exchange or market for less than 4.5 hours or any day that the Common Stock is suspended from trading during the final hour of trading on such exchange or market (or if such exchange or market does not designate in advance the closing time of trading on such exchange or market, then during the hour ending at 4:00:00 p.m., New York time).

“**Transaction Documents**” means the Notes, the Intercreditor Agreement among the parties and _____ and each of the other agreements, documents and certificates entered into by the Holders and the Company in connection with the transactions contemplated by the Letter Agreement.

“**Violations**” has the meaning set forth in Section 2.5(a).

Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Notes.

2.

Registration Rights.

2.1

Demand Registration.

(a)

Initial Registration. Promptly following the Request Date, the Company shall prepare, and, as soon as practicable but in no event later than the Initial Filing Deadline, file with the SEC the Initial Registration Statement on Form S-3. The Initial

Registration Statement prepared pursuant hereto shall register for resale at least the number of shares of Common Stock equal to the Initial Required Registration Amount determined as of the date the Initial Registration Statement is initially filed with the SEC, subject to adjustment as provided in Section 2.1(e). The Company shall use its commercially reasonable efforts to have the Initial Registration Statement declared effective by the SEC as soon as practicable, but in no event later than the Initial Effectiveness Deadline. By 9:30 a.m. New York time on the Business Day following the Initial Effective Date, the Company shall file with the SEC in accordance with Rule 424 under the 1933 Act the final prospectus to be used in connection with sales pursuant to such Initial Registration Statement.

(b)

Additional Registrations. The Company shall prepare, and, as soon as practicable but in no event later than the Additional Filing Deadline, file with the SEC an Additional Registration Statement on Form S-3 covering the resale of all of the Additional Registrable Securities not previously registered on an Additional Registration Statement hereunder. To the extent the staff of the SEC does not permit the Additional Required Registration Amount to be registered on an Additional Registration Statement, the Company shall file Additional Registration Statements successively trying to register on each such Additional Registration Statement the maximum number of remaining Additional Registrable Securities until the Additional Required Registration Amount has been registered with the SEC. Each Additional Registration Statement prepared pursuant hereto shall register for resale at least that number of shares of Common Stock equal to the Additional Required Registration Amount determined as of the date such Additional Registration Statement is initially filed with the SEC, subject to adjustment as provided in Section 2.1(e). Each Additional Registration Statement shall contain (except if otherwise directed by the Investors) the “Plan of Distribution” and “Selling Shareholders” sections detailing the identity of each of the Holders seeking to register any of the Conversion Shares. The Company shall use its commercially reasonable efforts to have each Additional Registration Statement declared effective by the SEC as soon as practicable, but in no event later than the Additional Effectiveness Deadline. By 9:30 a.m. New York time on the Business Day following the Additional Effective Date, the Company shall file with the SEC in accordance with Rule 424 under the 1933 Act the final prospectus to be used in connection with sales pursuant to such Additional Registration Statement.

(c)

Allocation of Registrable Securities. The initial number of Registrable Securities included in any Registration Statement and any increase or decrease in the number of Registrable Securities included therein shall be allocated pro rata among the Investors based on the number of Registrable Securities held by each Investor at the time the Registration Statement covering such initial number of Registrable Securities or increase or decrease thereof is declared effective by the SEC. In the event that an Investor sells or otherwise transfers any of such Investor’s Registrable Securities, each transferee shall be allocated a pro rata portion of the then remaining number of Registrable Securities included in such Registration Statement for such transferor. Any shares of Common Stock included in a Registration Statement and which remain allocated to any Person which ceases to hold any Registrable Securities covered by such Registration Statement shall be allocated to the remaining Investors, pro rata based on the number of Registrable Securities then held by such Investors which are covered by such Registration Statement. In no event shall the Company include any securities other than

Registrable Securities on any Registration Statement without the prior written consent of the Required Holders.

(d)

Ineligibility for Form S-3. Notwithstanding anything herein to the contrary, in the event that Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall: (i) register the resale of the Registrable Securities on Form S-1 or another appropriate form reasonably acceptable to the Required Holders, and (ii) undertake to register the Registrable Securities on Form S-3 as soon as such form is available; *provided* that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the SEC.

(e)

Sufficient Number of Shares Registered. In the event the number of shares available under a Registration Statement filed pursuant to Sections 2.1(a) or 2.1(b) is insufficient to cover the Required Registration Amount of Registrable Securities required to be covered by such Registration Statement or an Investor's allocated portion of the Registrable Securities pursuant to Section 2.1(c), the Company shall amend the applicable Registration Statement, or file a new Registration Statement (on the short form available therefor, if applicable), or both, so as to cover at least the Required Registration Amount as of the Trading Day immediately preceding the date of the filing of such amendment or new Registration Statement, in each case, as soon as practicable, but in any event not later than 15 calendar days after the necessity therefor arises. The Company shall use its commercially reasonable efforts to cause such amendment or new Registration Statement, or both, to become effective as soon as practicable following the filing thereof. For purposes of the foregoing provision, the number of shares available under a Registration Statement shall be deemed "insufficient to cover all of the Registrable Securities" if at any time the number of shares of Common Stock available for resale under the Registration Statement is less than the Required Registration Amount. The calculation set forth in the foregoing sentence shall assume that each Note is then convertible in full into shares of Common Stock at the then prevailing Conversion Price (as defined in the Notes Agreement).

(f)

Effect of Failure to File and Obtain and Maintain Effectiveness of Registration Statement. If: (i) the Initial Registration Statement when declared effective fails to register the Initial Required Registration Amount of Initial Registrable Securities (a "**Registration Failure**"), (ii) a Registration Statement covering all of the Registrable Securities required to be covered thereby and required to be filed by the Company pursuant to this Agreement is: (A) not filed with the SEC on or before the applicable Filing Deadline (a "**Filing Failure**"), or (B) not declared effective by the SEC on or before the Effectiveness Deadline (an "**Effectiveness Failure**"), (iii) on any day after the applicable Effective Date, sales of all of the Registrable Securities required to be included on such Registration Statement cannot be made (other than during an Allowable Grace Period) pursuant to such Registration Statement or otherwise (including, without limitation, because of the suspension of trading or any other limitation imposed by an Eligible Market, a failure to keep such Registration Statement effective, a failure to disclose such information as is necessary for sales to be made pursuant to such Registration Statement, a failure to register a sufficient number of shares of Common Stock or a failure to maintain the quotation or listing of the Common Stock) (a "**Maintenance Failure**"), or

(iv) if a Registration Statement is not effective for any reason or the prospectus contained therein is not available for use for any reason, the Company fails to file with the SEC any required reports under Section 13 or 15(d) of the 1934 Act such that it is not in compliance with Rule 144(c)(1) (or Rule 144(i)(2), if applicable) (a “**Current Public Information Failure**”) as a result of which any of the Investors are unable to sell Registrable Securities without restriction under Rule 144 (including, without limitation, volume restrictions, if applicable) then, as partial relief for the damages to any holder by reason of any such delay in or reduction of its ability to sell the underlying shares of Common Stock (which remedy shall not be exclusive of any other remedies available at law or in equity, including, without limitation, specific performance or the additional obligation of the Company to register any Cutback Shares), the Company shall pay to each holder of Registrable Securities relating to such Registration Statement an amount in cash equal to (x) 0.5% of the aggregate value of such holder’s Registrable Securities (such value being determined by multiplying the number of such holder’s Registrable Securities by the Closing Sale Price of one share of Common Stock on the Trading Day immediately preceding the date of determination), on each of the following dates: (i) the day of a Registration Failure, (ii) the day of a Filing Failure; (iii) the day of an Effectiveness Failure; (iv) the initial day of a Maintenance Failure; (v) the initial day of a Current Public Information Failure, and (y) 1.0% of the aggregate value of such holder’s Registrable Securities, whether or not included in such Registration Statement, on each of the following dates: (i) on the thirtieth day after the date of a Registration Failure and every thirtieth day thereafter (prorated for periods totaling less than thirty days) until such Registration Failure is cured; (ii) on the thirtieth day after the date of a Filing Failure and every thirtieth day thereafter (prorated for periods totaling less than thirty days) until such Filing Failure is cured; (iii) on the thirtieth day after the date of an Effectiveness Failure and every thirtieth day thereafter (prorated for periods totaling less than thirty days) until such Effectiveness Failure is cured; (iv) on the thirtieth day after the initial date of a Maintenance Failure and every thirtieth day thereafter (prorated for periods totaling less than thirty days) until such Maintenance Failure is cured; and (v) on the thirtieth day after the initial date of a Current Public Information Failure and every thirtieth day thereafter (prorated for periods totaling less than thirty days) until such Current Public Information Failure is cured. The payments to which a holder shall be entitled pursuant to this Section 2.1(f) are referred to herein as “**Registration Delay Payments.**” Registration Delay Payments shall be paid on the earlier of (I) the dates set forth above, and (II) the third Business Day after the event or failure giving rise to the Registration Delay Payments is cured. In the event the Company fails to make Registration Delay Payments in a timely manner, such Registration Delay Payments shall bear interest at the rate of one and 1.0% per month (prorated for partial months) until paid in full. Notwithstanding anything herein to the contrary, (i) Registration Delay Payments shall cease to accrue when all of the Registrable Securities may be sold pursuant to Rule 144 without any restrictions or limitations, (ii) in no event shall the aggregate amount of all Registration Delay Payments (without regard to any accrued interest thereon in accordance with the preceding sentence) paid to an Investor exceed an amount equal to 2.5% of the original principal amount stated in its Note on the Closing Date (as defined in the Notes), (iii) no single event or failure shall give rise to more than one type of Registration Delay Payment, or (iv) if an Investor would be required to be named as an “underwriter” in the Registration Statement by the SEC and such Investor elects, pursuant to Section 2.2(q) below not to include any Registrable Securities of such Investor in the

Registration Statement, no Registration Delay Payments shall accrue with respect to such Registrable Securities of such Investor.

2.2

Obligations of the Company. At such time as the Company is obligated to file a Registration Statement with the SEC pursuant to Section 2.1(a), 2.1(b), 2.1(d) or 2.1(e), the Company will use its reasonable commercially reasonable efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a)

The Company shall promptly prepare and file with the SEC a Registration Statement with respect to the Registrable Securities and use its commercially reasonable efforts to cause such Registration Statement relating to the Registrable Securities to become effective as soon as practicable after such filing (but in no event later than the Effectiveness Deadline). The Company shall keep each Registration Statement effective pursuant to Rule 415 at all times until the earlier of: (i) the date as of which the Investors may sell all of the Registrable Securities covered by such Registration Statement without restriction or limitation pursuant to Rule 144 and without the requirement to be in compliance with Rule 144(c)(1) (or any successor thereto) promulgated under the 1933 Act, or (ii) the date on which the Investors shall have sold all of the Registrable Securities covered by such Registration Statement (the “**Registration Period**”). The Company shall ensure that each Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein (in the case of prospectuses, in the light of the circumstances in which they were made) not misleading. The term “commercially reasonable efforts” shall mean, among other things, that the Company shall submit to the SEC, within two Business Days after the later of the date that the Company learns that no review of a particular Registration Statement will be made by the staff of the SEC or that the staff has no further comments on a particular Registration Statement, as the case may be, a request for acceleration of effectiveness of such Registration Statement to a time and date not later than two Business Days after the submission of such request. The Company shall respond in writing to comments made by the SEC in respect of a Registration Statement as soon as practicable, but in no event later than fifteen days after the receipt of comments by or notice from the SEC that an amendment is required in order for a Registration Statement to be declared effective.

(b)

The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to a Registration Statement and the prospectus used in connection with such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the 1933 Act, as may be necessary to keep such Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the 1933 Act with respect to the disposition of all Registrable Securities of the Company covered by such Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such Registration Statement. In the case of amendments and supplements to a Registration Statement which are required to be filed pursuant to this Agreement (including pursuant to this Section 2.2(b)) by reason of the

Company filing a report on Form 10-K, Form 10-Q, Form 8-K or any analogous report under the 1934 Act, the Company shall have incorporated such report by reference into such Registration Statement, if applicable, or shall file such amendments or supplements with the SEC on the same day on which the 1934 Act report is filed which created the requirement for the Company to amend or supplement such Registration Statement.

(c)

The Company shall furnish to each Investor, without charge, (i) promptly after the same is prepared and filed with the SEC, at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference, if requested by an Investor, all exhibits and each preliminary prospectus, (ii) upon the effectiveness of any Registration Statement, ten copies of the prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as such Investor may reasonably request), and (iii) such other documents, including copies of any preliminary or final prospectus, as such Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities.

(d)

The Company shall use its commercially reasonable efforts to (i) register and qualify, unless an exemption from registration and qualification applies, the resale by the Investors of the Registrable Securities covered by a Registration Statement under such other securities or “blue sky” laws of all applicable jurisdictions in the United States which are reasonably requested by an Investor, (ii) prepare and file in those jurisdictions such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; *provided, however*, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 2.2(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify the Investors of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or “blue sky” laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

(e)

The Company shall notify the Investors in writing of the happening of any event, as promptly as practicable after becoming aware of such event, as a result of which the prospectus included in a Registration Statement, as then in effect, includes an untrue statement of a material fact or omission to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading (provided that in no event shall such notice contain any material, nonpublic information), and, subject to Section 2.2(p), promptly prepare a supplement or amendment to such Registration Statement to correct such untrue statement or omission, and deliver ten copies of such supplement or amendment to each Investor (or such other number of copies as such Investor may reasonably request). The Company shall also promptly notify the Investors in

writing: (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a Registration Statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to the Investors by facsimile or email on the same day of such effectiveness and by overnight mail), (ii) of any request by the SEC for amendments or supplements to a Registration Statement or related prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a Registration Statement would be appropriate. By 9:30 a.m. New York City time on the date following the date any post-effective amendment has become effective, the Company shall file with the SEC in accordance with Rule 424 under the 1933 Act the final prospectus to be used in connection with sales pursuant to such Registration Statement.

(f)

The Company shall use its commercially reasonable efforts to prevent the issuance of any stop order or other suspension of effectiveness of a Registration Statement, or the suspension of the qualification of any of the Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to each Investor of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

(g)

If (i) any Investor is required under applicable securities laws to be described in the Registration Statement as an underwriter consents to being deemed to be an underwriter or (ii) if the proposed distribution is underwritten on a firm commitment basis, the Company shall

(i) furnish the Investor, on the date of the effectiveness of the Registration Statement and thereafter from time to time on such dates as the Investor may reasonably request (A) a letter, dated such date, from the Company's independent certified public accountants in form and substance as is customarily given by independent certified public accountants to underwriters in an underwritten public offering, addressed to the Investor, and (B) an opinion, dated as of such date, of counsel representing the Company for purposes of such Registration Statement, in form, scope and substance as is customarily given in an underwritten public offering, addressed to the Investor; and

(ii)

make available for inspection by (A) the Investor, (B) the Investor's legal counsel, and (C) one firm of accountants or other agents retained by the Investor (collectively, the "**Inspectors**"), all pertinent financial and other records, and pertinent corporate documents and properties of the Company (collectively, the "**Records**"), as shall be reasonably deemed necessary by each Inspector, and cause the Company's officers, directors and employees to supply all information which any Inspector may reasonably request; *provided, however*, that each Inspector shall agree to hold in strict confidence and shall not make any disclosure (except to the Investor) or use of any Record or other information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (x) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required under the 1933 Act, (y) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (z) the information in such Records has been

made generally available to the public other than by disclosure in violation of this Agreement. Each Investor agrees that it shall, upon learning that disclosure of such Records is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt notice to the Company and allow the Company, at its expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, the Records deemed confidential. Nothing herein shall be deemed to limit an Investor's ability to sell Registrable Securities in a manner which is otherwise consistent with applicable laws and regulations.

(h)

The Company shall hold in confidence and not make any disclosure of information concerning an Investor provided to the Company unless (i) disclosure of such information is necessary to comply with federal or state securities laws, (ii) the disclosure of such information is necessary to avoid or correct a misstatement or omission in any Registration Statement, (iii) the release of such information is ordered pursuant to a subpoena or other final, non-appealable order from a court or governmental body of competent jurisdiction, or (iv) such information has been made generally available to the public other than by disclosure in violation of this Agreement or any other agreement. The Company agrees that it shall, upon learning that disclosure of such information concerning an Investor is sought in or by a court or governmental body of competent jurisdiction or through other means, give prompt written notice to the Investor and allow the Investor, at the Investor's expense, to undertake appropriate action to prevent disclosure of, or to obtain a protective order for, such information.

(i)

The Company shall use its commercially reasonable efforts either to (i) cause all of the Registrable Securities covered by a Registration Statement to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange or (ii) secure the inclusion for quotation of all of the Registrable Securities on the Principal Market or (iii) if, despite the Company's commercially reasonable efforts, the Company is unsuccessful in satisfying the preceding clauses (i) and (ii), to secure the inclusion for quotation on another Eligible Market for such Registrable Securities and, without limiting the generality of the foregoing, to use its commercially reasonable efforts to arrange for at least two market makers to register with the Financial Industry Regulatory Authority, Inc. as such with respect to such Registrable Securities. The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 2.2(i).

(j)

The Company shall cooperate with the Investors and, to the extent applicable, facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Securities to be offered pursuant to a Registration Statement and enable such certificates to be in such denominations or amounts, as the case may be, as the Investors may reasonably request and registered in such names as the Investors may request.

(k)

If requested by an Investor, the Company shall as soon as practicable: (i) incorporate in a prospectus supplement or post-effective amendment such information as the Investor reasonably requests to be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor

and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement if reasonably requested by an Investor holding Registrable Securities.

(l) **Intentionally deleted.**

(m) The Company shall make generally available to its security holders as soon as practical, but not later than 90 days after the close of the period covered thereby, an earnings statement (in form complying with, and in the manner provided by, the provisions of Rule 158 under the 1933 Act) covering a twelve-month period beginning not later than the first day of the Company's fiscal quarter next following the applicable Effective Date of a Registration Statement.

(n) The Company shall otherwise use its commercially reasonable efforts to comply with all applicable rules and regulations of the SEC in connection with any registration here.

(o) Within two Business Days after a Registration Statement which covers Registrable Securities is ordered effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investors) confirmation that such Registration Statement has been declared effective by the SEC.

(p)

Notwithstanding anything herein to the contrary, at any time after the Effective Date, the Company may delay the disclosure of material, non-public information concerning the Company the disclosure of which at the time is not, in the good faith opinion of the Board and its counsel, in the best interest of the Company and, in the opinion of counsel to the Company, otherwise required (a "**Grace Period**"); *provided*, that the Company shall promptly (i) notify the Investors in writing of the existence of material, non-public information giving rise to a Grace Period (provided that in each such notice the Company will not disclose the content of such material, non-public information to the Investors) and the date on which the Grace Period will begin, and (ii) notify the Investors in writing of the date on which the Grace Period ends; *provided further*, that (x) no Grace Period shall exceed ten consecutive Trading Days, (y) during any 365-day period such Grace Periods shall not exceed an aggregate of twenty (20) Trading Days, and (z) the first day of any Grace Period must be at least five (5) Trading Days after the last day of any prior Grace Period (each, an "**Allowable Grace Period**"). For purposes of determining the length of a Grace Period, the Grace Period shall begin on and include the date the Investors receive the notice referred to in clause (i) and shall end on and include the later of the date the Investors receive the notice referred to in clause (ii) and the date referred to in such notice. The provisions of Section 2.1(f) shall not be applicable during the period of any Allowable Grace Period. Upon expiration of the Grace Period, the Company shall again be bound by the first sentence of Section 2.2(e) with respect to the information giving rise thereto unless such material, non-public information is no longer applicable. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares

of Common Stock to a transferee of an Investor in accordance with the terms of the Transaction Documents in connection with any sale of Registrable Securities with respect to which the Investor has entered into a contract for sale, prior to the Investor's receipt of the notice of a Grace Period and for which the Investor has not yet settled.

(q)

Neither the Company nor any Subsidiary or affiliate thereof shall identify an Investor as an underwriter in any public disclosure or filing with the SEC, the Principal Market or any Eligible Market and any Investor being deemed an underwriter by the SEC shall not relieve the Company of any obligations it has under this Agreement or any other Transaction Document; *provided, however*, that the foregoing shall not prohibit the Company from including the disclosure found in the "Plan of Distribution" section in the Registration Statement.

(r)

Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof.

2.3

Obligations of the Investors.

(a)

At least five Business Days prior to the first anticipated Filing Date of a Registration Statement, the Company shall notify each Investor in writing of the information the Company requires from such Investor. It shall be a condition precedent to the obligations of the Company to complete any registration pursuant to this Agreement with respect to the Registrable Securities of a particular Investor that such Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect and maintain the effectiveness of the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request.

(b)

Each Investor, by such Investor's acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any Registration Statement hereunder, unless such Investor has notified the Company in writing of such Investor's election to exclude all of such Investor's Registrable Securities from such Registration Statement.

(c)

Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in the first sentence of Section 2.2(e) or in Section 2.2(f), the Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities until the such Investor's receipt of copies of the supplemented or amended prospectus as contemplated by the first sentence of Section 2.2(e) or Section 2.2(f) or receipt of notice that no supplement or amendment is required. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Investor in accordance with the terms of the Transaction Documents in connection with any sale of

Registrable Securities with respect to which the Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in the first sentence of Section 2.2(e) or in Section 2.2(f) and for which the Investor has not yet settled.

(d) Each Investor covenants and agrees that it will comply with the prospectus delivery requirements of the 1933 Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to the Registration Statement.

2.4

Expenses of Registration. All expenses, other than underwriting discounts and commissions, incurred in connection with registrations, filings or qualifications of Registrable Securities pursuant to Sections 2.1 and 2.2, (which right may be assigned as provided in Section 6.1), including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company shall be paid by the Company. The Company shall also reimburse the Investors for the reasonable fees and disbursements of counsel for the Investors in connection with each registration, filing or qualification pursuant Sections 2.1 and 2.2 of this Agreement in an amount not to exceed \$10,000 in the aggregate for each Registration Statement.

2.5

Indemnification. In the event any Registrable Securities are included in a registration statement under this Section 1:

(a)

To the fullest extent permitted by law, the Company will, and hereby does agree to, indemnify, hold harmless and defend each Investor, the directors, officers, partners, members, employees, agents, representatives of, and each Person, if any, who controls any Investor within the meaning of the 1933 Act or the 1934 Act (each, an "**Indemnified Person**"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, reasonable attorneys' fees, amounts paid in settlement or expenses, joint or several (collectively, "**Claims**"), incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("**Blue Sky Filing**"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in any preliminary prospectus if used prior to the effective date of such Registration Statement, or contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the 1933 Act, the 1934 Act, any other law,

including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement or (iv) any violation of this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, “**Violations**”). Subject to Section 2.5(c), the Company shall reimburse the Indemnified Persons, promptly as such expenses are incurred and are due and payable, for any legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 2.5(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by such Indemnified Person for such Indemnified Person expressly for use in connection with the preparation of the Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 2.2(c); and (ii) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investors pursuant to Section 6.1.

(b)

In connection with any Registration Statement in which an Investor is participating, each such Investor agrees to severally and not jointly indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 2.5(a), the Company, each of its directors, each of its officers who signs the Registration Statement and each Person, if any, who controls the Company within the meaning of the 1933 Act or the 1934 Act (each, an “**Indemnified Party**”), against any Claim or Indemnified Damages to which any of them may become subject, under the 1933 Act, the 1934 Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information furnished to the Company by such Investor expressly for use in connection with such Registration Statement; and, subject to Section 2.5(c), such Investor shall reimburse the Indemnified Party for any legal or other expenses reasonably incurred by an Indemnified Party in connection with investigating or defending any such Claim; *provided, however*, that the indemnity agreement contained in this Section 2.5(b) and the agreement with respect to contribution contained in Section 2.6 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of such Investor, which consent shall not be unreasonably withheld or delayed; *provided, further*, that the Investor shall be liable under this Section 2.5(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to such Investor as a result of the sale of Registrable Securities pursuant to such Registration Statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by the Investors pursuant to Section 6.1.

(c)

Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 2.5 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person

or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 2.5, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses of not more than one counsel for all such Indemnified Person or Indemnified Party to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the Indemnified Person or Indemnified Party, as applicable, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. In the case of an Indemnified Person, legal counsel referred to in the immediately preceding sentence shall be selected by the Investors holding at least a majority in interest of the Registrable Securities included in the Registration Statement to which the Claim relates. The Indemnified Party or Indemnified Person shall reasonably cooperate with the indemnifying party in connection with any negotiation or defense of any such action or Claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or Claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its prior written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the prior written consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such Claim or litigation and such settlement shall not include any admission as to fault on the part of the Indemnified Party. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 2.5, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 2.5 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the

indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law

2.6

Contribution. To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 2.5 to the fullest extent permitted by law; *provided, however*, that: (i) no Person involved in the sale of Registrable Securities which Person is guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) in connection with such sale shall be entitled to contribution from any Person involved in such sale of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the amount of net proceeds received by such seller from the sale of such Registrable Securities pursuant to such Registration Statement.

2.7

Reports Under Securities Exchange Act of 1934. With a view to making available to the Investors the benefits of Rule 144 promulgated under the 1933 Act or any other similar rule or regulation of the SEC that may at any time permit the Investors to sell securities of the Company to the public without registration (“**Rule 144**”), the Company agrees to:

(a) make and keep public information available, as those terms are understood and defined in Rule 144;

(b) file with the SEC in a timely manner all reports and other documents required of the Company under the 1933 Act and the 1934 Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144; and

(c) furnish to each Investor so long as such Investor owns Registrable Securities, promptly upon request, (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the 1933 Act and the 1934 Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Investors to sell such securities pursuant to Rule 144 without registration .

3.

Intentionally Deleted.

4.

Changes in Common Stock. If, and as often as, there is any change in the Common Stock by way of a stock split, stock dividend, combination or reclassification, or through a merger, consolidation, reorganization or recapitalization, or by any other means, appropriate adjustment shall be made in the provisions hereof so that the rights and privileges granted hereby shall continue with respect to the Common Stock as so changed.

5. **Rights of Inspection.** The Company shall permit each Holder to visit and inspect the Company’s properties, to examine its books of account and records and to discuss the Company’s affairs, finances and accounts with its officers, all at such reasonable times as may be requested; *provided, however*, the Company shall not be obligated under this Section 4 with

respect to information the Company determines in good faith to be confidential, and therefore, not to be disclosed. The Company's covenant pursuant to this Section 4 shall be in addition to, and not in limitation of, any other Holder right of inspection as a stockholder, director or creditor of the Company.

6. **Miscellaneous.**

6.1 **Successors and Assigns; Assignment.**

(a) Generally. Except as otherwise provided in this Agreement, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties hereto (including transferees of any shares of the Common Stock or the Notes). Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement. No party to this Agreement other than any Holder may assign its rights or delegate its obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other parties to this Agreement and delivery by the assigning party to the non-assigning parties of a writing by its assignee containing such assignee's agreement to be bound by this Agreement.

(b) Registration Rights. The registration rights provided in Section 2 of this Agreement shall be automatically assignable by the Investors to any transferee of all or any portion of such Investor's Registrable Securities if: (i) the Investor agrees in writing with the transferee or assignee to assign such rights, and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is, within a reasonable time after such transfer or assignment, furnished with written notice of (A) the name and address of such transferee or assignee, and (B) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the 1933 Act or applicable state securities laws; (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein; (v) such transfer shall have been made in accordance with the applicable requirements of the Transaction Documents; and (vi) the limitations on liability of the Company pursuant to this Agreement shall apply to each Holder and all assignees collectively, and not individually.

6.2 **Amendments and Waivers.** Any term of this Agreement may be amended or waived only with the written consent of the parties hereto. Any amendment or waiver effected in accordance with this Section 6.2 shall be binding upon each Holder of any Registrable Securities then outstanding, each future holder of all such Registrable Securities, the Common Holders, each future holder of the Common Stock now held by the Common Holders and the Company.

6.3 **Consents.** All consents and other determinations required to be made by the Investors pursuant to this Agreement shall be made, unless otherwise specified in this

Agreement, by the Required Holders, determined as if any portion of the outstanding Notes then held by the Investors has been converted for Registrable Securities.

6.4 Notices.

(a) A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from such record owner of such Registrable Securities.

(b) All notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile, as follows:

If to the Company: Aspen Group, Inc.
Attention: CEO
276 Fifth Avenue - Suite 505
New York, NY 10001

With a copy (for informational purposes only):

Attention: _____

If to _____: _____
Attention: _____

With a copy (for informational purposes only):

Attention: _____

E-Mail: _____

If to _____: _____
Attention: _____



With a copy (for informational purposes only):

Attention: _____

6.5

Severability. It is the intent of the parties hereto that each of the provisions of this Agreement be read and interpreted with every reasonable inference given to its enforceability. However, it is also the intent of the parties that if any term, provision or condition hereof is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions thereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. Finally, it is also the intent of the parties that if a court should determine any of the terms, provisions or conditions hereof are unenforceable, then the court shall modify said term, provision or condition so as to make it reasonable and enforceable under the prevailing circumstances.

6.6 **Investor Obligations Several and Not Joint.** The obligations of each Investor hereunder are several and not joint with

the obligations of any other Investor, and no provision of this Agreement is intended to confer any obligations on any Investor vis-à-vis any other Investor. Nothing contained herein or in any other Transaction Document, and no action taken by any Investor pursuant hereto or thereto, shall be deemed to constitute the Investors as, and the Company acknowledges that the Investors do not so constitute, a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Investors are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by the Transaction Documents or any matters, and the Company acknowledges that the Investors are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or the transactions contemplated by this Agreement or any of the other the Transaction Documents. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement or out of any other Transaction Documents, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained herein was solely in the control of the Company, not the action or decision of any Investor, and was done solely for the convenience of the Company and not because it was required or requested to do so by any Investor. It is expressly understood and agreed that each provision contained in this Agreement and in each other Transaction Document is between the Company and an Investor, solely, and not between the Company and the Investors collectively and not between and among Investors.

6.7 **Governing Law; Submission to Jurisdiction.** This Agreement shall be governed by and construed in accordance with

the internal laws (without regard to the conflict of laws provisions) of the State of New York. The Parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any U.S.

Federal or State court sitting in New York County, New York in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

6.8

Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH SUBORDINATED CREDITOR AND EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

6.9

Counterparts/Electronic Signatures. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.

6.10

Entire Agreement. This Agreement, the Transaction Documents and the documents referred to herein, constitute the entire agreement between the parties hereto pertaining to the subject matter hereof and supersede any and all other written or oral agreements existing among the parties hereto, which agreements are expressly canceled.

6.11

Conflict. In the event of any conflict between any term, covenant or condition of this Agreement and any term, covenant or condition of any of the Company's or its Subsidiaries' organizational documents, the provisions of this Agreement shall control and govern.

6.12

Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

6.13

Attorneys' Fees. Notwithstanding anything to the contrary contained herein, in the event of any dispute between the parties hereto with respect to this Agreement and the transactions contemplated hereby, the prevailing party shall be entitled to receive from the other part(ies) its reasonable attorneys' fees and court costs.

6.14

Force Majeure. The Company shall be excused from any delay in performance or for non-performance of any of the terms and conditions of this Agreement caused by any Force Majeure event. Force Majeure shall mean strikes, labor disputes, freight embargoes,

interruption or failure in the Internet, telephone or other telecommunications service or related equipment, material interruption in the mail service or other means of communication within the United States, if the Company shall have sustained a material or substantial loss by fire, flood, accident, hurricane, earthquake, theft, sabotage, or other calamity or malicious act, whether or not such loss shall have been insured, acts of God, outbreak or material escalation of hostilities or civil disturbances, national emergency or war (whether or not declared), or other calamity or crises including a terrorist act or acts affecting the United States, future laws, rules, regulations or acts of any government (including any orders, rules or regulations issued by any official or agency of such government).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Investor/Registration Rights Agreement to be duly executed and delivered as of the date first written above.

ASPEN GROUP, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

_____, a _____

By: _____
Name: _____
Title: _____

[Signature Page-Investor/Registration Rights Agreement]



FOR IMMEDIATE RELEASE: January 23, 2020

Aspen Group Strengthens Balance Sheet to Begin 2020

\$10 Million of Secured Debt Exchanged for \$10 Million Secured Convertible Notes Lowering Interest Costs

NEW YORK, NY – January 23, 2020 – [Aspen Group, Inc.](#) (NASDAQ: ASPU) (“the Company” or “Aspen” or “AGI”), an education technology holding company, today announced the closing of the refinancing of our secured \$10 million term loan bearing an interest rate of 12%. The Company has exchanged the secured \$10 million term loan for \$10 million of secured convertible notes at an interest rate of 7%.

The convertible notes have a three year term and are convertible into Aspen Group common stock at a conversion price of \$7.15 per share. The notes also have a mandatory conversion feature if the closing price of the common stock is at least 150% of the conversion price or \$10.725 over a 20 consecutive trading day period, beginning July 20, 2022. As a result, the Company’s annual interest expense will be reduced by approximately \$500,000. The prior term notes were due in September 2020, subject to a one year extension and payment of a fee. For further details, please consult the Company’s Form 8-K filed with the Securities and Exchange Commission on January 23, 2020.

In addition to the issuance of the convertible notes, the Company yesterday announced the closing of an underwritten public offering of 2,415,000 shares of its common stock at a price to the public of \$7.15 per share. Net proceeds from the offering to Aspen are approximately \$16 million, after deducting underwriting discounts and commissions and estimated offering expenses payable by Aspen. Canaccord Genuity LLC acted as the sole bookrunning manager of the offering. Craig-Hallum Capital Group LLC and Roth Capital Partners acted as lead managers of the offering.

“These financing initiatives help to strengthen our balance sheet and support the Company’s long-term strategic roadmap, and we are very pleased with the market reaction to the offering,” commented Frank Cotroneo, Aspen Group Inc. Chief Financial Officer.

“The sale of equity provides growth capital for our strategic initiatives, in particular our BSN pre-licensure campus expansion plans. In addition, we completed the exchange of secured notes for convertible notes of equal amounts at a significantly lower interest rate with a reasonable conversion ratio. This transaction decreases our annual interest expense by \$500,000 and represents one example of our continued emphasis on financial discipline with an eye toward sustained profitability and funding our future growth,” stated Michael Mathews, Aspen Group Inc. Chairman and Chief Executive Officer.

About Aspen Group, Inc.:

Aspen Group, Inc. is an education technology holding company that leverages its infrastructure and expertise to allow its two universities, Aspen University and United States University, to deliver on the vision of making college affordable again.

Cautionary Statement Regarding Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, among other things, statements regarding our ability to successfully negotiate leases and keep capital expenditures around the \$1.2 million target. The words “believe,” “may,” “projected,” “estimate,” “continue,” “anticipate,” “intend,” “should,” “plan,” “could,” “target,” “potential,” “is likely,” “will,” “expect” and similar expressions, as they relate to us, are intended to identify forward-looking statements.

We have based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. Some or all of these forward-looking statements may not occur. Important factors that could cause actual results to differ from those in the forward-looking statements include our ability to negotiate the two leases on terms that we expect and local and industry economic factors which may affect costs.

Any forward-looking statement made by us herein speaks only as of the date on which it is made. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. We undertake no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

Investor Relations Contact:

Kim Rogers
Managing Director
Hayden IR
385-831-7337
Kim@HaydenIR.com