

April 9, 2008

Ms. Marilyn Cargill  
President  
National Association of State Student Grant and Aid Programs  
c/o Vermont Student Assistance Corporation  
P.O. Box 2000  
10 East Allen Street  
Winoski, VT 05404

Dear Marilyn:

I appreciate the opportunity to discuss with you and Chas our proposal to assume the responsibilities of the agreement NASSGAP has entered into with my colleague Marie Bennett. As you are aware, Marie has become a senior professional member of our higher education practice. Based upon our conversation with you and Chas, Marie and I are completely satisfied that an integration of her work with Dow Lohnes and the work she performs for NASSGAP will benefit all parties by facilitating the services provided NASSGAP, improving our efficiency of operations and enhancing the effective use of Marie's expertise.

I am therefore delighted to present you with this letter proposing that Dow Lohnes assume responsibility for the work for which NASSGAP has engaged Marie, under the same terms, for the monthly fee of \$2,800, plus actual out-of-pocket expenses not to exceed the sum of \$2,400 unless otherwise approved in advance by the President of NASSGAP or her designee. We propose that our agreement would commence April 1, 2008 and continue until June 30, 2009, unless either sooner terminated by you, or, as we mutually agree, extended. Let me note that NASSGAP may terminate this engagement at any time, with responsibility only for such fees and expenses as already incurred.

Marie will continue to be the primary representative of NASSGAP in Washington, and she would expect to continue to represent NASSGAP at education association and U.S. Department of Education (ED) meetings where relevant student aid policy and funding are discussed, to meet with, or arrange for NASSGAP officers and members to meet with key association and Hill staff to share information on how state grant and scholarship programs and related federal partnership programs work to increase college access, share information on NASSGAP member programs and related federal partnership programs with key associations and organizations, members of Congress and their staffs, and members of the Executive branch, and serve as a contact liaison with press and other interested parties regarding NASSGAP programs and information. The difference, and the significant benefit to NASSGAP, is that under this agreement she will have available to her all of the human and logistic resources of our firm, including those of our Government Strategies affiliate, to assist her in carrying out the Association's work.

We understand further elements included in the scope work to be as follows:

1. Covering key Congressional hearings dealing with NASSGAP's priority student aid issues;
2. Analysis of federal legislative and regulatory proposals, bills and final text, highlighting areas affecting NASSGAP members and their students, and suggest amendment and/or regulatory language to improve the effectiveness of the proposals based on NASSGAP member administrative and research experience;
3. Coordination of NASSGAP input on student aid issues;
4. Drafting of research, information and position papers relative to topics of importance to the Association; and
5. Providing information to the membership on relevant issues and requesting member input and action as appropriate to support NASSGAP activities and interests and those of affiliated organizations such as the Student Aid Alliance and the Committee for Education Funding.

All of this work will be conducted in consultation and coordination with the NASSGAP President and Federal Relations Committee Chair, as is presently the case. We will also provide logistic support, including secretarial and clerical services as well as use of our meeting and conference facilities (including video conferencing capabilities) on an as-available basis. If NASSGAP wishes to secure outside catering for a meeting, that would be the responsibility of the Association.

We have also agreed that work that is likely to require an unusual intensity of activity, including but not limited to litigation and administrative proceedings before any board or commission and specific legislative activities that will require an unusual intensity of effort, will be undertaken upon separate agreement respecting our fees. We will advise you in advance should any matter arise which would require such an arrangement.

A few housekeeping matters:

A number of files may be created during this engagement. At NASSGAP's request, NASSGAP's papers and property will be returned to NASSGAP promptly upon completion of our representation on this matter. Our own files, pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, and credit and accounting records. All firm and NASSGAP documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any NASSGAP documents or other NASSGAP materials retained by us within a reasonable time after the termination of the engagement.

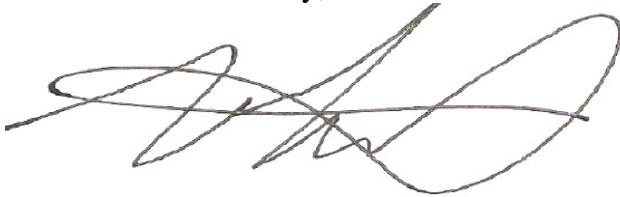
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In an effort to control the costs of our services, we have adopted an alternative dispute resolution procedure. It is mutually agreed that any claim by our firm for unpaid legal fees and expenses and any claim that constitutes a defense to such a claim, whether the basis of the claim is inadequate representation or any other ground, shall be resolved exclusively through confidential, binding arbitration pursuant to the rules of the District of Columbia Bar Attorney-Client Fee Arbitration Board (the "ACAB"). Any such arbitration shall take place in the District of Columbia. A copy of the ACAB rules and counseling regarding fee agreements providing for mandatory arbitration of such disputes are available from the ACAB staff at the offices of the District of Columbia Bar, located at 1250 H Street, N.W., 6th floor, Washington, D.C. 20005, phone number (202) 737-4700. You are encouraged to contact the staff of the ACAB (ext. 238) for counseling and information regarding the mandatory arbitration of such disputes.

Please review this letter, and assuming it properly describes the contemplated relationship and if the terms and conditions are acceptable to NASSGAP, kindly have this letter executed in the space provided below and return one copy to us, together with the attached Client Information Form.

On behalf of Marie, myself and all of us at Dow Lohnes, we look forward to working with you and your colleagues.

Sincerely,



Michael B. Goldstein  
Member of the Firm

**ACCEPTED FOR THE NATIONAL ASSOCIATION OF STATE STUDENT GRANT AND AID PROGRAMS ("NASSGAP")**

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(Signature)

(Date)

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(Printed Name)

(Title)

**NEW CLIENT INFORMATION**

**Person Who Should Be Contacted For Substantive Information**

Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

eMail \_\_\_\_\_

**Person Who Should be Contacted for Billing Questions**

Name \_\_\_\_\_

Title \_\_\_\_\_

Mailing  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone \_\_\_\_\_

Fax \_\_\_\_\_

eMail \_\_\_\_\_

Kindly Return This Form With The Executed Copy Of Your Engagement Letter.  
Fax 202.776.4569