Agreement for Academic Cooperation
Between
Fayetteville State University
And
ChinaCast Education Corporation

This Agreement is made this 16 day of November 2011 between Fayetteville State University ("FSU"), a constituent institution of the University of North Carolina with its principal place of business at 1200 Murchison Road, Fayetteville, NC 28301, USA, and ChinaCast Education Corporation with its principal place of business at Unit 701A, Golden Eagle Mansion A, No,1518 Minsheng Road, Pudong, Shanghai, China. This agreement applies to ChinaCast Education Corporation’s affiliating colleges, including

1. Lijiang College of Guangxi Normal University,
   located at 3 Middle Zhenyan Road, Yanshan Town, Yanshan District, Guilin, Guangxi Province, 541006, China

2. Chongqing Normal University Foreign Trade and Business College,
   located at 9 Xuefu Road, Hechuan District, Chongqing, 401520, China

3. Business College of Hubei University of Technology,
   located at 634 Xiongchu Avenue, Hongshan District, Wuhan, Hubei Province, 430079, China

and any other college which will be established or be acquired by ChinaCast Education Corporation in the future. This agreement also applies to ChinaCast Education Corporation’s cooperative partners include Shanghai Ocean University and any other universities which ChinaCast Education Corporation will establish partnerships with in the future.

FSU and ChinaCast Education Corporation, authorized and entrusted by their institutions separately, on the basis of mutual benefits, advantageous exchange, and co-development, hereby make the following agreement on establishing a cooperative undergraduate program in Business and Economics.

1. 2 + 2 Undergraduate Degree Program and Financial Responsibility:

1.1 FSU and ChinaCast Education Corporation do hereby agree that the length of the undergraduate degree program is at least four (4) years, which shall consist of at least eight (8) semesters that can be divided into two (2) stages. During the first stage lasting for two (2) years encompassing semesters 1 through 4, students will study the common basic and professional basic courses at ChinaCast Education Corporation. During the second stage lasting for at least two (2) academic years, students will complete the remaining undergraduate credit hours (minimum of 61 hours) at FSU.

1.2 FSU and ChinaCast Education Corporation do hereby agree to establish a United Management Committee (UMC) before October 1, 2011. The UMC
shall be responsible for designing and organizing a four-year curriculum plan for the cooperative undergraduate program. The UMC shall consist of two (2) faculty members and one (1) administrator from each institution.

1.3 FSU and ChinaCast Education Corporation do hereby agree that upon successful completion of all the courses according to the procedures set forth in paragraph 1.1, students from ChinaCast Education Corporation can receive a Bachelor's degree in a business discipline granted by FSU.

1.4 ChinaCast Education Corporation does hereby agree to recruit only well-qualified students. Only students who passed the entrance examination for ChinaCast Education Corporation and have a grade point average of at least 2.0 on a 4 point scale will be considered for enrollment into this program. The undergraduate students must have a TOEFL score at or above the minimum requirements set by FSU before coming to FSU.

1.5 FSU does hereby agree to admit qualified students that are enrolled in the program to be educated for at least two years during the second stage of study to earn a bachelor's degree in a discipline offered in the School of Business and Economics at FSU. The credential of students who complete the first stage of study will be reviewed by the UMC and qualified applicants will be recommended for admission. The number of students coming to FSU for the second stage of study will be mutually agreed upon by FSU and ChinaCast Education Corporation. Students shall meet all admission and registration requirements for international students as described in the current FSU undergraduate catalog.

1.6 FSU and ChinaCast Education Corporation do hereby agree that students who are not able to obtain a U.S. visa for the second stage of study at FSU will remain at ChinaCast Education Corporation to complete their undergraduate study. FSU will not be obligated to issue a degree under such circumstances.

1.7 FSU does hereby agree to assist ChinaCast Education Corporation in resolving any individual questions or problems that might arise regarding the ChinaCast Education Corporation students' application and/or registration process, subject to published deadline dates.

1.8 FSU does hereby agree to accept the transfer credits from the ChinaCast Education Corporation's affiliated colleges/universities and partnering colleges/universities listed above for courses designated by the UMC.

1.9 FSU and ChinaCast Education Corporation do hereby agree that ChinaCast Education Corporation students entering the second stage of study at FSU shall be fully responsible for the payment of tuition and fees to FSU at the current rate, book costs, living expenses, travel, and any other expenses that may arise during their stay at FSU. All ChinaCast Education Corporation
students are required to participate in FSU's International Student Health Plan for the duration of their enrollment at FSU.

2. MBA Program and Financial Responsibility:

2.1 FSU and ChinaCast Education Corporation do hereby agree that upon successful completion of all the courses according to the procedures set forth in paragraph 1.1, students from ChinaCast Education Corporation may apply for graduate study in FSU's MBA program. FSU does hereby agree to admit qualified students that have completed their undergraduate study at FSU School of Business and Economics into the MBA program. The course of study will be for at least one year. Alternatively, qualified students who meet the admission requirements for the MBA program during the first year of study at FSU can begin taking MBA courses in the second year of study in accordance with the 3 + 2 program. Students shall meet all admission and registration requirements for international students as described in the current FSU graduate catalog.

2.2 FSU and ChinaCast Education Corporation do hereby agree that ChinaCast Education Corporation students entering the MBA program at FSU shall be fully responsible for the payment of tuition and fees to FSU at the current rate, book costs, living expenses, travel, and any other expenses that may arise during their stay at FSU. All ChinaCast Education Corporation students are required to participate in FSU's International Student Health Plan for the duration of their enrollment at FSU.

3. General

3.1 Non-Exclusivity
Participation in this Agreement is not exclusive and shall not prevent FSU or ChinaCast Education Corporation from entering into similar agreements with other institutions.

3.2 Term and Termination
This agreement will be subject to annual review by both institutions. Further details of this cooperative agreement shall be collaborated upon through mutual consultation. This Agreement will be in effect from the date first executed and shall continue for a period of five (5) years thereafter. Either party may terminate this Agreement earlier upon providing a one (1) year notice to the other. Students enrolled in this program as of the date of termination will be allowed to complete their studies.

3.3 Notice
In order to discuss detailed matters and to transmit information, both universities will appoint a program liaison, who will act as the point of communication. Any notice to either party must be in writing signed by the
party giving it, and shall be served either personally or by air courier to the following addresses:

To FSU
Dr. Assad Tavakoli, Dean
School of Business and Economics
Fayetteville State University
1200 Murchison Rd
Fayetteville, NC 28301, USA

To ChinaCast Education Corporation
Prof. Lulu Qiu
email: luluqiu0626@126.com

3.5 Advertising
FSU and ChinaCast Education Corporation may not use the other's name, seal or other identifying or proprietary information unless such has been approved in writing.

3.6 Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina in the United States of America. Both parties agree that the State of North Carolina is the exclusive jurisdiction in which to resolve any dispute under this Agreement.

The representatives of Fayetteville State University and ChinaCast Education Corporation, by jointly signing this cooperative agreement do hereby affirm their strong belief that the newly established relationship between the two institutions will greatly benefit their faculty and students in the future.

James A. Anderson
Chancellor
Fayetteville State University

[Signature]
Date: 12-21-11

[Signature]
Date: