

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

FORM 10-K

- Annual Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the fiscal year ended December 31, 2021
OR
 Transition Report pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934
For the transition period from _____ to _____.

Commission File Number: 001-38002



Laureate Education, Inc.

(Exact name of registrant as specified in its charter)

Delaware	52-1492296
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
78 SW 7th Street, Suite 900 Miami, Florida	33130
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (786) 209-3368
Securities registered pursuant to Section 12(b) of the Securities Exchange Act of 1934:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.004 per share	LAUR	The NASDAQ Stock Market LLC Nasdaq Global Select Market

Securities registered pursuant to Section 12(g) of the Act: **None**

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or 15(d) of the Act. Yes No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer Accelerated filer Non-accelerated filer

Smaller reporting company 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.

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of June 30, 2021 (the last business day of the registrant's most recently completed second fiscal quarter), the aggregate market value of the Class A common stock held by non-affiliates of the registrant was \$1.406 billion (based on the closing price of the registrant's Class A common stock on that date as reported on the Nasdaq Global Select Market).

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Outstanding at January 31, 2022
Common stock, par value \$0.004 per share	178,503,512 shares

Documents Incorporated by Reference

The registrant incorporates by reference its definitive proxy statement with respect to its 2022 Annual Meeting of Stockholders, to be filed with the Securities and Exchange Commission within 120 days following the end of its fiscal year, into Part III of this Annual Report on Form 10-K.

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As used in this Annual Report on Form 10-K (this “Form 10-K”), unless otherwise stated or the context otherwise requires, references to “we,” “us,” “our,” the “Company,” “Laureate” and similar references refer collectively to Laureate Education, Inc. and its subsidiaries.

Trademarks and Tradenames

LAUREATE, LAUREATE INTERNATIONAL UNIVERSITIES and the leaf symbol are trademarks of Laureate Education, Inc. in the United States and other countries. This Form 10-K also includes other trademarks of Laureate and trademarks of other persons, which are properties of their respective owners.

Industry and Market Data

We obtained the industry, market and competitive position data used throughout this Form 10-K from our own internal estimates and research, as well as from industry publications and research, surveys and studies conducted by third-party sources.

Industry publications, studies and surveys generally state that they have been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. We have not independently verified industry, market and competitive position data from third-party sources. While we believe that our internal business estimates and research are reliable and the market definitions are appropriate, neither such estimates or research nor these definitions have been verified by any independent source.

Forward-Looking Statements

This Form 10-K contains “forward-looking statements” within the meaning of the federal securities laws, which involve risks and uncertainties. You can identify forward-looking statements because they contain words such as “believes,” “expects,” “may,” “will,” “should,” “seeks,” “approximately,” “intends,” “plans,” “estimates” or “anticipates” or similar expressions that concern our strategy, plans or intentions. All statements we make relating to estimated and projected earnings, costs, expenditures, cash flows, growth rates and financial results, and all statements we make relating to (i) our current growth strategy and other future plans, strategies or transactions that may be identified, explored or implemented and any litigation or dispute resulting from any completed transaction, (ii) any anticipated share repurchases or cash distributions and (iii) the potential impact of the COVID-19 pandemic on our business or the global economy as a whole are forward-looking statements. In addition, we, through our senior management, from time to time make forward-looking public statements concerning our expected future operations and performance and other developments. All of these forward-looking statements are subject to risks and uncertainties that may change at any time, including including with respect to our current growth strategy and the impact of any completed divestiture or separation transaction on our remaining businesses. Accordingly, our actual results may differ materially from those we expected. We derive most of our forward-looking statements from our operating budgets and forecasts, which are based upon many detailed assumptions. While we believe that our assumptions are reasonable, we caution that it is very difficult to predict the impact of known factors, and, of course, it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from our expectations, including, without limitation, in conjunction with the forward-looking statements included in this Form 10-K, are disclosed under various sections throughout this Form 10-K, including, but not limited to, Item 1—Business, Item 1A—Risk Factors, and Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations. All subsequent written and oral forward-looking statements attributable to us, or persons acting on our behalf, are expressly qualified in their entirety by the factors discussed in this Form 10-K. Some of the factors that we believe could affect our results include:

- the risks associated with operating our portfolio of degree-granting higher education institutions in Mexico and Peru, including complex business, foreign currency, political, legal, regulatory, tax and economic risks;
- our ability to maintain and, subsequently, increase tuition rates and student enrollments in our institutions;
- the risks and uncertainties related to the long-term effect to the Company of the COVID-19 pandemic and its resurgence, including, but not limited to, its effect on student enrollment, tuition pricing, and collections in future periods;
- our ability to effectively manage the growth of our business and increase our operating leverage;
- the effect of existing international and U.S. laws and regulations governing our business or changes to those laws and regulations or in their application to our business;
- changes in the political, economic and business climate in the markets in which we operate;

- risks of downturns in general economic conditions and in the educational services and education technology industries that could, among other things, impair our goodwill and intangible assets;
- possible increased competition from other educational service providers;
- market acceptance of new service offerings by us or our competitors and our ability to predict and respond to changes in the markets for our educational services;
- the effect on our business and results of operations from fluctuations in the value of foreign currencies;
- our ability to attract and retain key personnel;
- the fluctuations in revenues due to seasonality;
- our ability to maintain proper and effective internal controls necessary to produce accurate financial statements on a timely basis;
- our focus on a specific public benefit purpose and producing a positive effect for society may negatively influence our financial performance; and
- the future trading prices of our common stock and the impact of any securities analysts' reports on these prices

We caution you that the foregoing list of important factors may not contain all of the material factors that are important to you. In addition, in light of these risks and uncertainties, the matters referred to in the forward-looking statements contained in this Form 10-K may not in fact occur. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

Part I

Item 1. Business

Our Continuing Operations include Mexico and Peru. Unless otherwise indicated, the information in or incorporated by reference into this Form 10-K, including our segment information, relates only to our Continuing Operations.

COVID-19 Update

After the novel coronavirus (“COVID-19”) outbreak was declared a pandemic in March 2020, we closed all of our physical campuses in a matter of a few short weeks, and all of our students were effectively transitioned to an online learning environment, and our staff and faculty were effectively moved to a fully remote environment. The vast majority of our campuses have remained closed throughout this ongoing pandemic. We believe that our institutions have a competitive advantage in online and distance learning given the investments that we have made in digital learning platforms in prior years and believe that we are well-positioned to continue to serve our students during and after the pandemic.

We have recently commenced a return to campus where safe and appropriate to do so, implementing a range of precautions, in accordance with local laws, regulations and health guidelines, to protect the health and safety of our students, faculty and staff. Most of our universities are expecting to adopt a phased approach, prioritizing classes that require in-person technical teaching (such as in our interactive labs). We will continue to monitor the situation and adjust based on what is most appropriate for each market.

General

We operate a portfolio of degree-granting higher education institutions in Mexico and Peru. These institutions, which we collectively refer to as the *Laureate International Universities* network, are leading brands in their respective markets and offer a broad range of undergraduate and graduate degrees through campus-based, online and hybrid programs. Collectively, we have approximately 388,500 students enrolled at five institutions with over 50 campuses as of December 31, 2021. Our institutions in Mexico and Peru operate within scaled country networks, which provide advantages in terms of shared infrastructure, technology, curricula and operational best practices. More than 75% of our students are enrolled in programs of four or more years in duration. As of December 31, 2021, a vast majority of our students were enrolled at traditional, campus-based institutions offering multi-year degrees, similar to leading private and public higher education institutions in developed markets such as the United States and Europe. Due to the COVID-19 pandemic, all of our students were effectively transitioned to an online learning environment in early 2020 and remained predominantly online through the end of 2021. Our institutions are focused on planning for a safe return to campus, when appropriate to do so. See “—COVID-19 Update.”

Our programs are designed with a distinct emphasis on applied, professional-oriented content for growing career fields and are focused on academic disciplines that we believe offer strong employment opportunities and high earnings potential for our students. We continually and proactively adapt our curriculum to the needs of the market. In particular, we emphasize science, technology, engineering and math (STEM) and business disciplines, areas in which we believe that there is large and growing demand, especially in developing countries. Students pursuing degrees in Medicine & Health Sciences, Engineering & Information Technology and Business & Management, our three largest disciplines, constitute over 70% of our total post-secondary enrollments. We believe that the work of our graduates in these disciplines creates a positive impact on the communities we serve and strengthens our institutions’ reputations within their respective markets. Our focus on private-pay and our track record for delivering high-quality outcomes to our students, while stressing affordability and accessibility, has been a key reason for our long record of success.

We believe that the higher education markets in Mexico and Peru present an attractive long-term opportunity, primarily because of the large and growing imbalance between the supply and demand for affordable, quality higher education in those markets. We believe that the combination of the projected growth in the middle class, limited government resources dedicated to higher education, and a clear value proposition demonstrated by the higher earnings potential afforded by higher education creates substantial opportunities for high-quality private institutions to meet this growing and unmet demand. By offering high-quality, outcome-focused education, we believe that we enable students to prosper and thrive in the dynamic and evolving knowledge economy.

In many developing markets, traditional higher education students (defined as 18-24 year olds) have historically been served by public universities, which have limited capacity and are often underfunded, resulting in an inability to meet growing student demands and employer requirements. In addition, in many of these same markets, non-traditional students, such as working

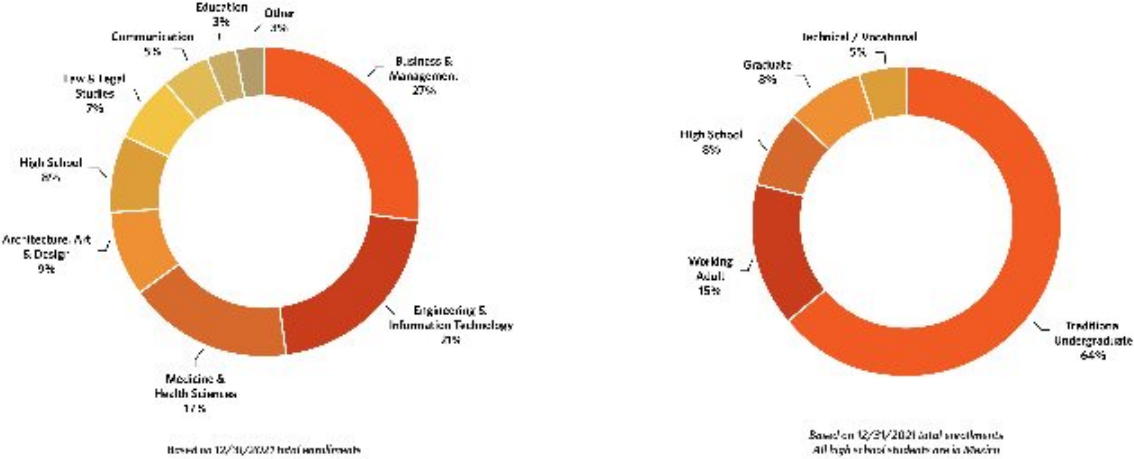
adults and distance learners, have limited options for pursuing higher education. With strong brands and highly reputed institutions in Mexico and Peru, we believe that we are uniquely positioned to address these market opportunities.

Country	Institution	Enrollment at December 31, 2021	Market Segment	QS Stars™ Overall University Rating	Ratings/Rankings
Mexico	Universidad del Valle de México (UVM)	97,500	Premium/ Traditional	★★★★	<ul style="list-style-type: none"> Ranked Top 10 university in Mexico One of seven 4-Star rated universities in Mexico by QS Stars™
Mexico	Universidad Tecnológica de México (UNITEC)	106,000	Value/Teaching	★★★	<ul style="list-style-type: none"> Largest private university in Mexico 5-Stars rated by QS Stars™ in categories of Teaching & Employability
Peru	Universidad Peruana de Ciencias Aplicadas (UPC)	65,500	Premium/Traditional	★★★★	<ul style="list-style-type: none"> Ranked Top 5 university in Peru One of only two 4-Star rated universities in Peru by QS Stars™
Peru	Universidad Privada del Norte (UPN)	102,000	Value/Teaching	★★★	<ul style="list-style-type: none"> 2nd largest private university in Peru 5-Stars rated by QS Stars™ in Employability, 4-Stars in Teaching
Peru	CIBERTEC	17,500	Tech/Voc	N/A	<ul style="list-style-type: none"> 2nd largest private tech/voc institute in Peru

Sources: QS Stars™, Guía Universitaria (UVM), AmericaEconomia (UPC)

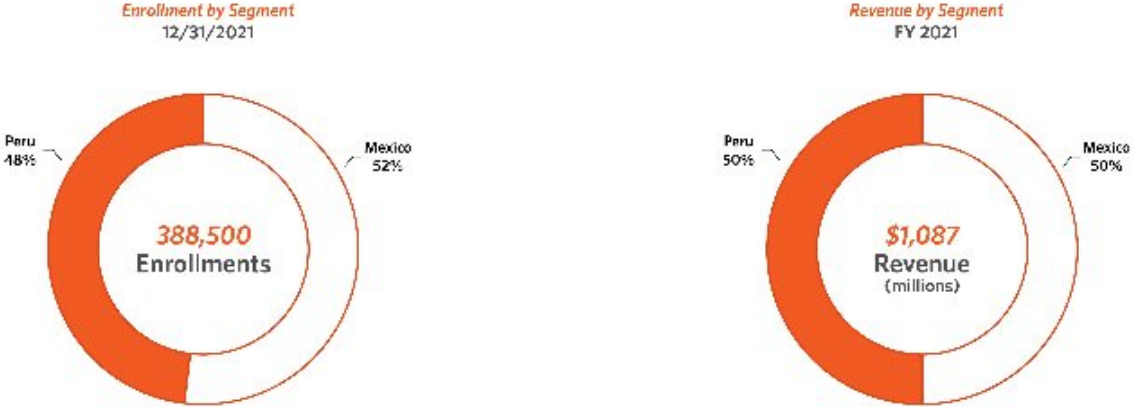
Our institutions in Mexico and Peru offer traditional higher education students a private education alternative, with multiple brands and price points in each market and innovative programs and strong career-driven outcomes. Additionally, through targeted programs and multiple teaching modalities, we are able to serve the differentiated needs of non-traditional students in these markets.

Our program and level of study mix for 2021 was as follows:



Our Segments

We have two reportable segments, which are summarized in the charts below. The following information for our segments is presented as of December 31, 2021.



Our Industry

We operate higher education institutions in Mexico and Peru. These markets are characterized by what we believe is a significant imbalance between supply and demand. The demand for higher education is large and growing and is fueled by several demographic and economic factors, including a growing middle class, global growth in services and technology-related industries and recognition of the significant personal and economic benefits gained by graduates of higher education institutions. At the same time, the respective Mexican and Peruvian governments often have limited resources to devote to higher education, resulting in a diminished ability by the public sector to meet growing demand, and creating opportunities for private education providers to enter these markets and deliver high-quality education. As a result, the private sector plays a large and growing role in higher education.

Favorable industry dynamics in Mexico and Peru driving growth in the higher education sector include the following:

Large, Growing and Underpenetrated Population of Qualified Higher Education Students. In many countries, including throughout Latin America and other developing regions, there is growing demand for higher education based on favorable demographics, increasing secondary completion rates and increasing higher education participation rates, resulting in continued growth in higher education enrollments. While global participation rates have increased for traditional higher education students (defined as 18-24 year olds), the market for higher education in Mexico and Peru is still significantly underpenetrated, at approximately 34% and 47%, respectively, as compared to approximately 65% in the United States.

Strong Economic Incentives for Higher Education. According to data from the Organization for Economic Co-operation and Development (“OECD”), in countries that are members of the OECD, the earnings from employment for younger adults (25-34 years) and older adults (45-54 years) completing higher education were approximately 38% and 70% higher, respectively, than those of younger and older adults with only an upper secondary education. We believe that the cumulative impact of favorable demographic and socio-economic trends, coupled with the superior earnings potential of higher education graduates, will continue to expand the market for private higher education.

Increasing Role of the Private Sector in Higher Education. In both Mexico and Peru, the private sector plays a meaningful role in higher education, bridging supply and demand imbalances created by a lack of capacity at public universities. In Mexico, private education providers constitute 35% of the total higher-education market (42% in states in which we have operations). In Peru, private education providers constitute 69% of the total higher-education market. In addition to capacity limitations, we believe that limited public resources, and the corresponding policy reforms to make higher education systems less dependent on the financial and operational support of local governments, have resulted in increased enrollments in private institutions relative to public institutions.

Increasing Demand for Online Offerings. We believe that increasing student demand, new instruction methodologies designed for the online medium, and growing employer and regulatory acceptance of degrees obtained through online and hybrid modalities will continue to drive online learning in Mexico and Peru. Moreover, increasing the percentage of courses taught online in a hybrid educational model has significant cost and capital efficiency benefits, as a greater number of students can be accommodated in existing physical campus space.

Our Strengths and Competitive Advantages

We believe that our key competitive strengths that will enable us to execute our strategy include the following:

Scaled Platform Institutions Across Country Networks. Our scale within the countries in which we operate facilitates distinct advantages for our students and allows us to leverage our operating model across multiple brands in Mexico and Peru.

Our in-country networks facilitate competitive advantages related to:

- **Curricula and Programs.** We are able to leverage our curricula and resources, allowing for the rapid deployment of new programs. Increasing amounts of our curricula are being standardized, allowing us to lower the cost of program development by reusing and sharing content, while improving the quality of our programs.
- **Best Practices.** Through collaboration across our institutions, best practices for key operational processes, such as digital marketing, data science/AI, scheduling, retention management, market research, campus design, faculty training, student services and recruitment, are identified and then rolled out to all of our institutions.
- **Unified Systems.** Our scale also permits increased investment in unified technology systems and an opportunity to leverage standardization of processes, centralization of common services (such as information technology, finance and procurement) and intellectual property, and implementing a common operating model and platform for content development, digital campus experiences, student services, recruitment and administrative services within each country. These systems provide data and insights on a scale that we believe will allow us to improve student experience, retention rates and outcomes, while also enabling a more efficient and lower cost educational delivery model.

Leading Online Technology. Our commitment to digital teaching and learning has been manifested through significant investments in core technologies, as well as in human resources, training and development activities. These investments have been instrumental in establishing a deep level of expertise in online education, facilitating the design and delivery of high quality, effective and differentiated online courses in the markets in which we operate.

Long-Standing and Respected University Brands. We believe that we have established a reputation for providing high-quality higher education, and our institutions are among the most respected higher education brands in their local markets. Our institutions have long-established histories and are ranked among the best in their respective countries.

In addition, many of our institutions and programs have earned the highest accreditation available, which provides us with a strong competitive advantage in local markets. For example, medical school licenses are often the most difficult to obtain and are only granted to institutions that meet rigorous standards. Throughout Mexico and Peru we operate 13 medical and seven dental schools. We believe that the establishment of our medical and dental schools further validates the quality of our institutions and programs and increases brand awareness.

Commitment to Academic Quality. We offer high-quality undergraduate, graduate and specialized programs in a wide range of disciplines that generate strong interest from students and provide attractive employment prospects. We focus on programs that prepare our students to become employed in high demand professions. Our curriculum development process includes employer surveys and ongoing research into business trends to determine the skills and knowledge base that will be required by those employers in the future. This information results in timely curriculum upgrades, which helps ensure that our graduates acquire the skills that will make them marketable to employers. We also are committed to continually evaluating our institutions to ensure we are providing the highest quality education to our students. External assessment methodologies, such as QS Stars™, allows us to identify key areas for improvement in order to drive a culture of quality and continual innovation at our institutions.

Attractive Financial Model.

- ***Private Pay Model.*** Essentially all of our revenues for 2021 were generated from private pay sources, as there are no material government-sponsored student loan programs in Mexico or Peru. We believe that students' and families' willingness to allocate personal resources to fund higher education at our institutions validates our strong value proposition.
- ***Revenue Visibility Enhanced by Program Length and Strong Retention.*** The length of our programs provides us with a high degree of revenue visibility. The majority of the academic programs offered by our institutions last between four and five years, and more than 75% of our students were enrolled in programs of at least four years or more in duration as of December 31, 2021. Additionally, we actively monitor and manage student retention because of the impact it has on student outcomes and our financial results. Our historical annual student retention rate, which we define as the proportion of prior year students returning in the current year (excluding graduating students), was 79% on average over the last five years. Given our high degree of revenue visibility, we are able to make attractive capital investments and execute other strategic initiatives to help drive sustainable growth in our business.
- ***Attractive Margin Profile with Significant Operating Leverage.*** Our scale within each country provides significant advantages, enabling us to operate efficiently with attractive margin levels. We focus on optimizing our operations at the country level through our in-country networks.

Our Strategy

While the countries in which we operate currently are affected by the COVID-19 pandemic, we do not presently believe that the pandemic will materially impact our long-term strategy and initiatives. See “—COVID-19 Update” and “—Employees and Human Capital Management—Health and Safety” for information related to the impact of the COVID-19 pandemic on our students, faculty and staff. That said, see “Item 1A—Risk Factors—Risks Relating to Our Business—An epidemic, pandemic or other public health emergency, such as the current global coronavirus (COVID-19) outbreak and the efficacy and distribution of COVID-19 vaccines in the locations in which we operate, could have a material adverse effect on our business, financial condition, cash flows and results of operations.”

The execution of our strategy will be enabled by the following initiatives:

Integration of Campus-Based Operations in Mexico and Peru. Our institutions in Mexico and Peru serve approximately 388,500 students in a relatively homogenous operating environment, creating a unique opportunity to harvest the benefits of scale. We believe that by implementing best practices within each country we will enable closer collaboration and facilitate innovation and improved student experiences. We believe that this unification will enable us to be more nimble in our day-to-day operations and will allow us to extract valuable insights from more data across our network. Further, we believe that

integration will enable further innovation and efficiency in our academic model and operations, and allow us to expand our market share.

Leverage and Expand Existing Portfolio. We will continue to focus on opportunities to expand our programs and the type of students that we serve, as well as our capacity in our markets to meet local demand, leveraging our existing platform to execute on attractive organic growth opportunities. In particular, we intend to add new programs and course offerings, expand target student demographics and, where appropriate, increase capacity at existing campuses and through hybrid online opportunities, open new campuses and enter new cities in existing markets. We believe that these initiatives will drive growth and provide an attractive return on capital.

- *Add New Programs and Course Offerings.* We will continue to develop new programs and course offerings to address the changing needs in the markets. New programs and course offerings enable us to provide a high-quality education that we believe is desired by students and prospective employers. In addition, we have a comprehensive suite of current program offerings, all of which are not currently offered in each campus in which we operate. We intend to lift and shift many of those current programs to the campuses where they are not currently being offered, with a particular focus on our health sciences vertical.
- *Expand Target Student Demographics.* We use sophisticated analytical techniques to identify opportunities to provide quality education to new or underserved student populations where market demand is not being met, such as non-traditional students (e.g., working adults, life-long learners) who may value flexible scheduling options, as well as traditional students. Our ability to provide quality education to these underserved markets has provided additional growth opportunities to our network and we intend to leverage our management capabilities and local knowledge to further capitalize on these opportunities in new and existing markets.
- *Increase Capacity at Existing and New Campus Locations.* We will continue to make demand-driven investments in additional capacity throughout our network by expanding existing campuses and opening new campuses, including in new cities. We employ a highly analytical process based on economic and demographic trends, and demand data for the local market to determine when and where to expand capacity. When opening a new campus or expanding existing facilities, we use best practices that we have developed over more than the past decade to cost-effectively expedite the opening and development of that location.

Expand Online and Hybrid Education Programs. We intend to increase the number of our students that receive their education through fully online or hybrid programs to meet the growing demands of students. Our online initiative is designed to not only provide students with access to innovative programs and modern digital experiences, but also to diversify our offerings, increase our enrollments and expand our digital solutions in a capital efficient manner, leveraging current infrastructure and improving classroom utilization.

The percentage of student credit hours taken online in our campus-based institutions was approximately 28% at the end of 2019. During most of 2020 and 2021, due to the COVID-19 pandemic, all of our students were effectively transitioned to an online learning environment, at scale. Once our students, faculty and staff are able to safely return to campus, we expect that our students will transition back to a more traditional campus-based environment, with blended learning modalities. With a common learning management system implemented across our universities, we believe that we have the expertise to continue to expand online and hybrid offerings to meet the growing demand for this market opportunity, allowing us to differentiate ourselves further from our competitors.

We continue to accelerate the advancement of online education programs and technology-enabled solutions that deliver high-quality differentiated student experiences for our institutions at scale.

Our strategy for the online opportunity includes the following components:

- *Hybrid Online Programs.* Traditional 18-24 year old students attending campus-based institutions are increasingly seeking digital learning experiences that are blended with in-person learning. We provide those students with a hybrid learning experience, mixing face-to-face classroom experience with technology through our online platform, which we believe improves the student experience by providing them with a wide range of online courses, interactive discussions, virtual experiences, digital resources, and simulations that enhance their learning experiences both within and outside the classroom.
- *Fully Online Programs.* Many students require flexible learning modules to accommodate work and personal responsibilities. Often, these students are working adults who are looking to either complete an undergraduate or

post-graduate degree, or who want to gain a credential to accelerate or change careers. Our fully online programs provide students with a high-quality curriculum experience to achieve their goals.

Our Segments and Institutions

Laureate offers its educational services through two reportable segments: Mexico and Peru.

We determine our segments based on information utilized by our chief operating decision maker to allocate resources and assess performance. See Note 6, Business and Geographic Segment Information, in our consolidated financial statements for financial information regarding our operating segments and financial information about geographic areas; see also “Item 7—Management’s Discussion and Analysis of Financial Condition and Results of Operations—Results of Operations—Segment Results” and “—Overview—Factors Affecting Comparability—Seasonality” in this Form 10-K.

The following table presents information about the institutions as of December 31, 2021:

Reportable Segment (Enrollment)	Higher Education Institution	Year Joined Laureate Network	Year Founded
Mexico (203,500)	Universidad del Valle de México (UVM)	2000	1960
	Universidad Tecnológica de México (UNITEC)	2008	1966
Peru (185,000)	Universidad Peruana de Ciencias Aplicadas (UPC)	2004	1994
	CIBERTEC	2004	1983
	Universidad Privada del Norte (UPN)	2007	1994

Competition

We face competition in both of our reportable segments. We believe that competition focuses on price, educational quality, reputation, brand positioning, location and facilities.

The market for higher education in Mexico and Peru is highly fragmented and marked by large numbers of local competitors. The target demographics are primarily 18- to 24-year-olds in the countries in which we compete. Public institutions tend to be less expensive, if not free, but limited in capacity. The top public universities in these market are selective, and many of the other public universities are less focused on practical programs aligned around career opportunities. This creates market demand for private educational providers. We compete with other private higher education institutions on the basis of price, educational quality, reputation and location. We believe that we compare favorably with competitors because of our focus on quality, professional-oriented curriculum and the competitive advantages provided by our network. There are a number of private and public institutions in both of the countries in which we operate, and it is difficult to predict how the markets will evolve and how many competitors there will be in the future. We expect competition to increase as the Mexican and Peruvian markets continue to develop.

See “Item 1A—Risk Factors—Risks Relating to Our Business—The higher education market is very competitive, and we may not be able to compete effectively.”

Intellectual Property

We currently own, or have filed applications for, trademark registrations for the word “Laureate,” for “Laureate International Universities” and for the Laureate leaf logo in the trademark offices of all jurisdictions in which we operate institutions of higher learning. We have also registered or filed applications in the applicable jurisdictions in which we operate for the marks “Laureate Online International” and “Laureate Online Education.” In addition, we have the rights to trade names, logos and other intellectual property specific to most of our higher education institutions, in the countries in which those institutions operate.

Employees and Human Capital Management

As of December 31, 2021, we had approximately 24,000 employees, of which approximately 1,800 were full-time academic teaching staff and 10,000 were part-time academic teaching staff. Some of our employees outside the United States are represented by labor unions under collective bargaining agreements, as is customary or required under local law in those jurisdictions. At various points throughout the year, we negotiate to renew collective bargaining agreements that have expired

or that will expire in the near term. We consider ourselves to be in good standing with all of the labor unions of which our employees are members and believe that we have good relations with all of our employees.

Commitment to Ethics and Values

Acting ethically and in accordance with the law is at the very core of who we are. Maintaining our integrity is more important than any financial gain. We have incorporated as a benefit corporation and believe that long-term success is linked to the delivery of strong outcomes for all our stakeholders.

The Laureate Code of Conduct and Ethics (the “Code”) is central to that effort. Our Code sets out principles of integrity and ethical behavior, and our responsibilities to each other, our students, suppliers, stockholders and the public. The Code covers such topics as accurate records, proper use of assets and information, conflicts of interest, and bribery and corruption. The Code sets a baseline: it does not cover every issue that may arise, but it provides basic principles and a methodology to help guide us in the attainment of this common goal. The Code establishes common standards for Laureate Education, Inc. and all of our institutions. We maintain an Ethics Hotline, which is a secure, confidential resource for Laureate employees, faculty members, students and others to ask a question or raise a concern related to the Code or other ethics or compliance issues.

Further, as a Company, we will continue to use our platform to actively be non-discriminatory in all we do, we continue to promote diversity, inclusion and equality across our workplace, and seek to inspire a generation of graduates to continue advancing these principles in their work and throughout their communities.

Health and Safety

The health and well-being of our students, faculty and staff continues to remain a high priority. We are proud of the swift and comprehensive measures we have taken throughout the pandemic to transition all learning and working online, and we continue to provide a full range of support services in a virtual environment. Throughout 2021, this also included providing access to Laureate’s COVID-19 Employee Relief Fund. In the United States we are committed to maintaining the approach to flexible work that was accelerated during the pandemic. We provide access to high-quality, secure co-working spaces for employees who prefer to work in this environment, and for those who prefer to remain entirely remote, we are committed to ensuring they have all they need to perform their roles safely and efficiently.

In Mexico and Peru, we have commenced a return to campus, where safe and appropriate to do so. Priority continues to be given to programs which require in-person technical teaching (such as in our interactive labs), and all local rules, regulations and health guidelines continue to be followed. We continue to plan for a safe return to campus for all students, faculty, and staff and will continue to evolve our campus and virtual support offerings to best meet their needs.

Our History

Since making our first investment in global higher education in 1999, we have focused on expanding access to differentiated higher education and learning opportunities to traditionally underserved areas of the world. In August 2007, we were acquired in a leveraged buyout by a consortium of investment funds and other investors. On February 6, 2017, we consummated our initial public offering and shares of our common stock began trading on the Nasdaq under the symbol “LAUR”.

Public Benefit Corporation Status

In October 2015, we redomiciled in Delaware as a public benefit corporation as a demonstration of our long-term commitment to our mission to benefit our students and society. Public benefit corporations are intended to produce a public benefit and to operate in a responsible and sustainable manner. Under Delaware law, public benefit corporations are required to identify in their certificate of incorporation the public benefit or benefits they will promote and their directors have a duty to manage the affairs of the corporation in a manner that balances the pecuniary interests of the stockholders, the best interests of those materially affected by the corporation’s conduct, and the specific public benefit or public benefits identified in the public benefit corporation’s certificate of incorporation. Public benefit corporations organized in Delaware also are required to assess their benefit performance internally and to disclose publicly at least biennially a report detailing their success in meeting their benefit objectives.

Our public benefit, as provided in our amended and restated certificate of incorporation, is to produce a positive effect (or a reduction of negative effects) for society and persons by offering diverse education programs delivered online and on premises operated in the communities that we serve. By doing so, we believe that we provide greater access to cost-effective, high-quality higher education that enables more students to achieve their academic and career aspirations. Our operations are outside

the United States, where there is a large and growing imbalance between the supply and demand for quality higher education. Our stated public benefit is firmly rooted in our company mission and our belief that when our students succeed, countries prosper and societies benefit. Becoming a public benefit corporation underscores our commitment to our purpose and our stakeholders, including students, regulators, employers, local communities and stockholders.

Available Information

Our principal executive offices are located at 78 SW 7th Street, Suite 900, Miami, Florida 33130, telephone (786) 209-3368. Our annual report on Form 10-K, quarterly reports on Form 10-Q, current reports on Form 8-K, and amendments to those reports are available free of charge to stockholders and other interested parties through the “Financials” portion of our investor relations website at <http://investors.laureate.net> as soon as reasonably practical after they are filed with the SEC. Various corporate governance documents, including our Audit Committee Charter, Compensation Committee Charter, Nominating and Corporate Governance Committee Charter, Corporate Governance Guidelines and Code of Conduct and Ethics are available without charge through the “Leadership and Governance” portion of our investor relations website, listed above. In addition, the Company may use its website as a distribution channel of material company information.

Industry Regulation

Mexican Regulation

Mexican law provides that private entities are entitled to render education services in accordance with applicable legal provisions. These provisions regulate the education services rendered by the federal government, the states and private entities and contain guidelines for the allocation of the higher education role among the federal government, the states and the municipalities, including their respective economic contributions, in order to jointly participate in the development and coordination of higher education.

There are three levels of regulation in Mexico: federal, state and municipal. The federal authority is the Federal Ministry of Public Education (*Secretaría de Educación Pública*). Each of the 31 states and Mexico City has the right to establish a local Ministry of Education, and each municipality of each state may establish a municipal education authority that only has authority to advertise and promote educational services and/or activities.

Some functions are exclusive to the Federal Ministry of Education, such as the establishment of study plans and programs for Basic and Mid-Superior education services. There are also concurrent functions, such as the granting and withdrawal of governmental recognition of validity of studies (*Reconocimiento de Validez Oficial de Estudios*) (“REVOEs,” for its acronym in Spanish).

The General Law on Education (*Ley General de Educación*) in Mexico classifies studies in the following three categories: (i) Basic Education, which includes pre-school (kindergarten), elementary school and junior high school (*secundaria*); (ii) Mid-Superior Education, which includes high school (*preparatoria*) and equivalent studies, as well as professional education that does not consider *preparatoria* as a prerequisite; and (iii) Superior Education, which includes the studies taught after *preparatoria*, including undergraduate school (*licenciatura*), specialties (*especialidades*), master’s studies, doctorate studies and studies for teachers (*educación normal*).

The REVOEs are issued either by the Federal Ministry of Education under the General Law on Education or by any of the state Ministries of Education under the applicable state law. REVOEs are granted for each program taught at each campus. If there is a change in the program or in the campus at which it is taught, the entity will need to get a new REVOE.

The Federal Ministry of Education has issued a set of general resolutions (*Acuerdos*) that regulate the general requirements for obtaining REVOEs. The main *Acuerdos* are (i) *Acuerdo 243*, issued on May 27, 1998, which sets the general guidelines for obtaining an Authorization or REVOE; (ii) *Acuerdo 17/11/17*, issued on November 10, 2017, which sets the procedures related to REVOEs for Superior Education studies; and (iii) *Acuerdo 18/11/18*, issued on November 27, 2018, which defines the different levels, models and educational options at Superior Education. The Federal Ministry of Education recommends to the local Ministries of Education the adoption and inclusion of the provisions contained in *Acuerdo 243* and *Acuerdo 17/11/17* in the local Law on Education and other applicable local laws and regulations.

Depending on each state, other requirements may apply; for example, in certain states, private institutions that provide educational services with REVOEs need to be registered with the corresponding local authorities.

Acuerdo 17/11/17 regulates in detail the provisions contained under the General Law on Education to grant REVOEs for Superior Education studies, regarding faculty, plans and programs of studies, inspection visits, procedures, etc. *Acuerdo 17/11/17* also provides that private institutions that provide Superior Education services in accordance with presidential decrees or secretarial resolutions (*acuerdos secretariales*) issued specifically to them may maintain the obligations provided to them thereunder and may function under the simplified provisions of *Acuerdo 17/11/17*. Currently, Universidad Tecnológica de México, S.C. and Universidad del Valle de México, S.C. have secretarial resolutions that were issued in their favor before the issuance of *Acuerdo 17/11/17*. The obligations contained in these secretarial resolutions generally conform to the obligations provided under *Acuerdo 17/11/17*.

The regulatory authorities are entitled to conduct inspection visits to the facilities of educational institutions to verify compliance with applicable legal provisions. Failure to comply with applicable legal provisions may result in the imposition of fines, the cancellation of the applicable REVOE and the closure of the education facilities.

Private institutions with REVOEs are required to grant a minimum percentage of scholarships to students. *Acuerdo 17/11/17* requires private institutions to grant scholarships to at least five percent of the total students registered during each academic term. Scholarships consist, in whole or in part, of payment of the registration and tuition fees established by the educational institution.

Private entities may also obtain the recognition of validity of their programs from the National Autonomous University of Mexico (*Universidad Nacional Autónoma de México* or “UNAM”). The General Regulations of Incorporation and Validation of Studies issued by UNAM provide that programs followed in private entities may be “incorporated” to UNAM in order for UNAM to recognize their validity.

The UNAM regulations also require private entities incorporated to UNAM to grant scholarships to at least five percent of the total students registered at such entity. The students entitled to have this benefit will be selected by UNAM. Some of our high school programs and one of our medical programs are incorporated to UNAM.

A new higher education bill was enacted in April 2021 and secondary provisions for this bill are expected to be enacted during the third quarter of 2022. No foreseeable material changes are expected to impact the business as a result of this bill.

Peruvian Regulation

We operate three post-secondary education institutions in Peru, two of which are universities and one of which is a technical-vocational institute. Peruvian law provides that universities and technical-vocational institutes can be operated as public or private entities, and that the private entities may be organized for profit. The Ministry of Education has overall responsibility for the national education system.

In 2014, the Peruvian Congress enacted a new University Law to regulate the establishment, operation, monitoring and closure of universities. The law also promotes continuous improvement of quality at Peruvian universities. The law created a new agency, the Superintendencia Nacional de Educación Superior Universitaria (“SUNEDU”), which is responsible for carrying out the governmental role in university regulation, including ensuring quality. While institutional autonomy is still recognized, and universities are permitted to create their own internal governance rules and determine their own academic, management and economic systems, including curriculum design and entrance and graduation requirements, all of these matters are now subject to review and evaluation by SUNEDU through its periodic review of universities as part of a license renewal process.

Under the new law, university licenses are temporary but renewable, and are granted by SUNEDU for a maximum of eight years. On November 24, 2015, the Board of SUNEDU promulgated regulations for the university licensing process. For licenses to be renewed, universities have to demonstrate to SUNEDU that they comply with, at a minimum, certain Basic Quality Conditions (“BQCs”) (i.e., that they have specified academic goals and that the degrees granted and plans of study are aligned with those goals; that their academic offerings are compatible with their planning goals (e.g., there is sufficient labor demand for careers offered); that there are only two regular semesters of studies per year; that they have appropriate infrastructure and equipment; that they engage in research; that they have a sufficient supply of qualified teachers, at least 25% of whom will need to be full-time; that they supply adequate basic complementary educational services (e.g., medical and psychological services and sports activities); that they provide appropriate placement office services; and that they have transparency of institutional information). Both UPC and UPN had their licenses renewed in 2017, in each case for a period of six years.

Technical-vocational institutes are regulated by the Ministry of Education, which grants operating licenses for not less than three nor more than six years, after which the Ministry conducts a revalidation process. The approval of new institute licenses is

based on the evaluation by the Ministry of the institute's institutional goals, the curricula of its education programs and their link with careers needed in the Peruvian economy, the availability of adequate qualified teachers, the institute's infrastructure, the institute's financial resources, and the favorable opinion of the National System of Assessment, Accreditation and Certification of Education Quality ("SINEACES") regarding the appropriateness of the programs that the institute is offering. SINEACES is also responsible for the accreditation of programs and careers at all higher education institutions. On November 2, 2016, a new law regarding technical-vocational institutes (the "Institutes Law") was enacted. Under the Institutes Law, technical-vocational institutes are regulated by the Ministry of Education, which grants operating licenses. The Institutes Law created two types of institutes: Higher Education Institutes ("Institutes") and Higher Education Colleges ("Colleges"). Institutes are dedicated to technical careers and Colleges are devoted to technical careers related to education, as well as science and information technology. Colleges grant Technical Bachelor Degrees and Professional Technical Degrees. Institutes and Colleges are subject to a mandatory license granted by the Ministry of Education, based on an evaluation to determine compliance with BQCs. BQCs include: an appropriate institutional management guaranteeing a proper relation with the educational model of the institution; appropriate academic management and proper program studies aligned with the Ministry of Education norms; appropriate infrastructure and equipment to develop educational activities; adequate teachers and staff which, at a minimum, should consist of 20% full-time staff; and appropriate financial and economic provisions. The Institutes Law provides that the process will last no more than 90 days and will grant a license for a five-year period to be renewed once expired. Unlike licenses, quality accreditation is voluntary, except for certain careers for which it might be mandatory as determined by law. Such accreditation will be taken into consideration for access to public grants for scholarships and research, among other things. Private Institutes and Colleges may be organized as for-profit or not-for-profit entities under Peruvian law. Not-for-profit Colleges' and Institutes' income is exempt from taxes on their educational activities. For-profit Colleges and Institutes are subject to income taxes but may qualify for a tax credit on 30% of their reinvested income, subject to a reinvestment program to be filed with the Ministry of Education for a maximum term of five years. The specific requirements of such programs were determined by regulations in August 2017. According to the schedule determined by the regulations, in May 2018, Cibertec was granted a license by the Ministry of Education for a five-year period.

In November 2018, Laureate Education Peru SRL acquired Instituto de Educación Superior Tecnológico Privado Red Avansys S.A.C. ("Avansys"). Avansys is an Institute that offers 25 degrees to approximately 3,000 students in a single campus located in downtown Lima in an educational cluster for Institutes. Avansys obtained its license from the Ministry of Education in April 2018, for a five-year period. Cibertec and Avansys merged from a corporate and tax perspective as of February 1, 2019 and changed its corporate name to Instituto de Educación Superior Cibertec SAC. ("IES Cibertec"). During November 2019, the Ministry of Education issued a license for both entities (like separate entities for regulatory purposes) to permit cross selling of degrees in campuses of both the former Avansys and/or Cibertec. A merged license for IES Cibertec was granted in January 2022.

Item 1A. Risk Factors

Risk Factors

In addition to the information set forth in this Form 10-K and our other filings with the SEC, you should carefully consider the following risks and uncertainties, which could materially adversely affect our business, financial condition, results of operations and cash flows. The risks identified below are not all encompassing but should be considered in establishing an opinion of our future operations. Furthermore, the impact of COVID-19 also may exacerbate the risks identified below, any one of which could have a material adverse effect on our business, financial condition, results of operations and cash flows. The situation continues to evolve, and additional impacts may arise of which we are not currently aware.

Risks Relating to Our Business

We operate a portfolio of degree-granting higher education institutions in Mexico and Peru and are subject to complex business, economic, legal, political, tax and foreign currency risks, which risks may be difficult to adequately address.

Our portfolio, which is composed of five institutions, operates in Mexico and Peru, each of which is subject to complex business, economic, legal, political, tax and foreign currency risks. We may have difficulty managing and administering our operations in multiple countries, and we may need to expend additional funds to, among other things, staff key management positions, obtain additional information technology infrastructure and successfully implement relevant course and program offerings for each market, which may materially adversely affect our business, financial condition and results of operations.

Additional challenges associated with the conduct of our business overseas that may materially adversely affect our operating results include:

- difficulty in staffing and managing foreign operations as a result of distance, language, legal and other differences;
- our presence solely in Latin America presents risks relating to regional economic pressures;
- each of our institutions is subject to unique business risks and challenges, including competitive pressures and diverse pricing environments at the local level;
- difficulty maintaining quality standards consistent with our brands and with local accreditation requirements;
- potential economic and political instability in the countries in which we operate, including student unrest;
- fluctuations in exchange rates, possible currency devaluations, inflation and hyperinflation;
- difficulty selecting, monitoring and controlling partners outside of the United States;
- compliance with a wide variety of foreign laws and regulations;
- expropriation of assets by governments;
- difficulty protecting our intellectual property rights overseas due to, among other reasons, the uncertainty of laws and enforcement in certain countries relating to the protection of intellectual property rights;
- lower levels of availability or use of the Internet, through which our online programs are delivered;
- limitations on the repatriation and investment of funds and foreign currency exchange restrictions; and
- acts of terrorism, public health risks, crime and natural disasters, particularly in areas in which we have significant operations.

Our success in operating our business will depend, in part, on our ability to anticipate and effectively manage these and other risks related to operating in multiple countries. Any failure by us to effectively manage the challenges associated with our operations could materially adversely affect our business, financial condition and results of operations.

If we cannot maintain student enrollments in our institutions and maintain tuition levels, our results of operations may be materially adversely affected.

Our strategy for growth and profitability depends, in part, upon maintaining and, subsequently, increasing student enrollments in our institutions and maintaining tuition levels. Attrition rates are often due to factors outside our control. Students sometimes face financial, personal or family constraints that require them to drop out of school. They also are affected by economic and social factors prevalent in their countries. In some markets in which we operate, transfers between universities are not common and, as a result, we are less likely to fill spaces of students who drop out. In addition, our ability to attract and retain students may require us to discount tuition from published levels and may prevent us from increasing tuition levels at a rate consistent with inflation and increases in our costs. If we are unable to control the rate of student attrition, our overall enrollment levels are likely to decline, which could materially adversely affect our business, financial condition and results of operations. If we are unable to charge tuition rates that are both competitive and cover our rising expenses, our business, financial condition, cash flows and results of operations may be materially adversely affected. In addition, student enrollment may be negatively affected by our reputation and any negative publicity related to us.

An epidemic, pandemic or other public health emergency, such as the current global coronavirus (COVID-19) outbreak and the efficacy and distribution of COVID-19 vaccines in the locations in which we operate could have a material adverse effect on our business, financial condition, cash flows and results of operations.

The Company cannot predict the duration of the COVID-19 pandemic, the efficacy and distribution of COVID-19 vaccines, the severity of the illness or the scope, breadth or depth of the actions that may be taken by governmental authorities and/or other third parties in response to the outbreak.

We believe that the continued spread of COVID-19 and any resulting preventative or protective actions has adversely affected, and could continue to adversely affect, our operations. Our ability to retain students, enroll new students and maintain tuition levels, as well as the ability of our students to pay tuition and other fees, may be materially adversely affected by, among other things, (i) the health of our students, our faculty and their families; (ii) decreases in our students' and/or their families' level of disposable income; (iii) the performance and reliability of our online program infrastructure; (iv) our ability to safely return to campus, when appropriate to do so; (v) the efficacy and distribution of COVID-19 vaccines; (vi) the ability of our recruiters to conduct outreach with prospective students during the student recruitment season; and (vii) adverse legislative and regulatory actions. If we are unable to retain students, enroll new students, maintain tuition levels and collect student accounts receivables, we may be required to record impairments and our business, financial condition, cash flows and results of operations may be materially adversely affected.

In addition, an epidemic, pandemic or other public health emergency could adversely affect, and, in the case of COVID-19, has adversely affected, global economies and financial markets. The depth and duration of the global economic and market turmoil resulting from COVID-19 remain highly uncertain, particularly given the lack of appropriate historical benchmarks. Reduced economic activity, increased unemployment and, in some countries, economic recession, may reduce the demand for our programs among students, which could materially adversely affect our business, financial condition, cash flows and results of operations. These adverse economic developments also may result in a reduction in the number of jobs available to our graduates and lower salaries being offered in connection with available employment, which, in turn, may result in declines in our placement and retention rates. As a result, any general economic slowdown or recession that disproportionately impacts the countries in which our institutions operate could have a material adverse effect on our business, financial condition, cash flows and results of operations. In the event of a sustained market deterioration, we may need additional liquidity, which would require us to evaluate available alternatives and take appropriate actions. Additionally, the COVID-19 pandemic has resulted in severe disruption and volatility in the U.S. financial markets. The trading price of our stock declined dramatically at the start of the pandemic in 2020 and may continue to experience volatility and declines.

Our success depends substantially on the value of the local brands of each of our institutions, each of which may be materially adversely affected by changes in current and prospective students' perception of our reputation and the use of social media.

Each of our institutions has worked hard to establish the value of its individual brand. Brand value may be severely damaged, even by isolated incidents, particularly if the incidents receive considerable negative publicity. There has been a marked increase in use of social media platforms, including weblogs (blogs), social media websites, and other forms of Internet-based communications that allow individuals access to a broad audience of interested persons. We believe that students and prospective employers value readily available information about our institutions and often act on such information without further investigation or authentication, and without regard to its accuracy. In addition, some of our institutions use the Laureate name in promoting their institutions. Social media platforms and devices immediately publish the content their subscribers and participants post, often without filters or checks on the accuracy of the content posted. Information concerning our company

and our institutions may be posted on such platforms and devices at any time. Information posted may be materially adverse to our interests, it may be inaccurate, and it may harm our performance, prospects and business.

Our reputation may be negatively influenced by the actions of other for-profit and private institutions.

Allegations against the post-secondary for-profit and private education sectors may affect general public perceptions of for-profit and private educational institutions, including our institutions and us, in a negative manner. Adverse media coverage regarding other for-profit or private educational institutions or regarding us directly or indirectly could damage our reputation, reduce student demand for our programs, materially adversely affect our revenues and operating profit or result in increased regulatory scrutiny.

Growing our online academic programs could be difficult for us.

Despite our success in effectively transitioning all of our students to an online learning environment shortly after COVID-19 was declared a global pandemic by the World Health Organization in March 2020, the expansion of our existing online programs and the creation of new online academic programs may not be accepted by students or employers, or by government regulators or accreditation agencies, once we reach an epidemiological end to the pandemic. In addition, our efforts may be materially adversely affected by increased competition in the online education market or because of problems with the performance or reliability of our online program infrastructure.

Our success depends, in part, on the effectiveness of our marketing and advertising programs in recruiting new students.

In order to maintain and increase our revenues and margins, we must continue to develop our admissions programs and attract new students in a cost-effective manner. The level of marketing and advertising and types of strategies used are affected by the specific geographic markets, regulatory compliance requirements and the specific individual nature of each institution and its students. The complexity of these marketing efforts contributes to their cost. If we are unable to advertise and market our institutions and programs successfully, our ability to attract and enroll new students could be materially adversely affected and, consequently, our financial performance could suffer. We use marketing tools such as the Internet, radio, television and print media advertising to promote our institutions and programs. Our representatives also make presentations at upper secondary schools. In order to maintain our growth, we will need to attract a larger percentage of students in existing markets and increase our addressable market by adding locations in new markets and rolling out new academic programs. Any failure to accomplish this may have a material adverse effect on our future growth.

If we do not effectively manage our growth and business, our results of operations may be materially adversely affected.

There is no assurance that we will be able to maintain or accelerate the current growth rate, effectively manage expanding operations, build expansion capacity, or achieve planned growth on a timely or profitable basis. If our revenue growth is less than projected, the costs incurred for these additions and upgrades could have a material adverse effect on our business, financial condition and results of operations.

Our institutions are subject to uncertain and varying laws and regulations, and any changes to these laws or regulations or their application to us may materially adversely affect our business, financial condition and results of operations.

Higher education is regulated to varying degrees and in different ways in each of the countries in which we operate an institution. In general, our institutions must have licenses, approvals, authorizations, or accreditations from various governmental authorities and accrediting bodies. These licenses, approvals, authorizations, and accreditations must be renewed periodically, usually after an evaluation of the institution by the relevant governmental authorities or accrediting bodies. These periodic evaluations could result in limitations, restrictions, conditions, or withdrawal of such licenses, approvals, authorizations or accreditations, which could have a material adverse effect on our business, financial condition and results of operations. Once licensed, approved, authorized or accredited, some of our institutions may need approvals for new campuses or to add new degree programs.

All of these regulations and their applicable interpretations are subject to change. Moreover, regulatory agencies may scrutinize our institutions because they are owned or controlled by a U.S.-based for-profit corporation. Changes in applicable regulations may cause a material adverse effect on our business, financial condition and results of operations.

The higher education market is very competitive, and we may not be able to compete effectively.

Higher education markets around the world are highly fragmented and are very competitive and dynamic. Our institutions compete with traditional public and private colleges and universities and other proprietary institutions, including those that offer online professional-oriented programs. In each of the countries in which we operate a private institution, our primary competitors are public and other private universities, some of which are larger, more widely known and have more established reputations than our institutions. Some of our competitors in both the public and private sectors may have greater financial and other resources than we have and have operated in their markets for many years. Other competitors may include large, well-capitalized companies that may pursue a strategy similar to ours of acquiring or establishing for-profit institutions. Public institutions receive substantial government subsidies, and public and private not-for-profit institutions have access to government and foundation grants, tax-deductible contributions and other financial resources generally not available to for-profit institutions. Accordingly, public and private not-for-profit institutions may have instructional and support resources superior to those in the for-profit sector, and public institutions can offer substantially lower tuition prices or other advantages that we cannot match.

If our graduates are unable to obtain professional licenses or certifications required for employment in their chosen fields of study, our reputation may suffer and we may face declining enrollments and revenues or be subject to student litigation.

Certain of our students require or desire professional licenses or certifications after graduation to obtain employment in their chosen fields. Their success in obtaining such licensure depends on several factors, including the individual merits of the student, whether the institution and the program were approved by the relevant government or by a professional association, whether the program from which the student graduated meets all governmental requirements and whether the institution is accredited. If one or more governmental authorities refuses to recognize our graduates for professional licensure in the future based on factors relating to us or our programs, the potential growth of our programs would be negatively affected, which could have a material adverse effect on our business, financial condition and results of operations. In addition, we could be exposed to litigation that would force us to incur legal and other expenses that could have a material adverse effect on our business, financial condition and results of operations.

Our business may be materially adversely affected if we are not able to maintain or improve the content of our existing academic programs or to develop new programs on a timely basis and in a cost-effective manner.

We continually seek to maintain and improve the content of our existing academic programs and develop new programs in order to meet changing market needs. Revisions to our existing academic programs and the development of new programs may not be accepted by existing or prospective students or employers in all instances. If we cannot respond effectively to market changes, our business may be materially adversely affected. Even if we are able to develop acceptable new programs, we may not be able to introduce these new programs as quickly as students or employers require or as quickly as our competitors are able to introduce competing programs. Our efforts to introduce a new academic program may be conditioned or delayed by requirements to obtain foreign, federal, state and accrediting agency approvals. The development of new programs and courses, both conventional and online, is subject to requirements and limitations imposed by the governmental regulatory bodies of the various countries in which our institutions are located. The imposition of restrictions on the initiation of new educational programs by regulatory agencies may delay such expansion plans. If we do not respond adequately to changes in market requirements, our ability to attract and retain students could be impaired and our financial results could suffer.

Establishing new academic programs or modifying existing academic programs also may require us to make investments in specialized personnel and capital expenditures, increase marketing efforts and reallocate resources away from other uses. We may have limited experience with the subject matter of new programs and may need to modify our systems and strategy. If we are unable to increase the number of students, offer new programs in a cost-effective manner or otherwise effectively manage the operations of newly established academic programs, our business, financial condition and results of operations could be materially adversely affected.

Failure to keep pace with changing market needs and technology could harm our ability to attract students.

The success of our institutions depends to a significant extent on the willingness of prospective employers to hire our students upon graduation. Increasingly, employers demand that their employees possess appropriate technological skills and appropriate “soft” skills, such as communication, critical thinking and teamwork skills. These skills can evolve rapidly in a changing economic and technological environment. Accordingly, it is important that our educational programs evolve in response to those economic and technological changes. The expansion of existing academic programs and the development of new programs may not be accepted by current or prospective students or by the employers of our graduates. Students and faculty increasingly rely on personal communication devices and expect that we will be able to adapt our information technology

platforms and our educational delivery methods to support these devices and any new technologies that may develop. Even if our institutions are able to develop acceptable new programs and adapt to new technologies, our institutions may not be able to begin offering those new programs and technologies as quickly as required by prospective students and employers or as quickly as our competitors begin offering similar programs. If we are unable to adequately respond to changes in market requirements due to regulatory or financial constraints, unusually rapid technological changes or other factors, our ability to attract and retain students could be impaired, the rates at which our graduates obtain jobs involving their fields of study could suffer and our results of operations and cash flows could be materially adversely affected.

We may have exposure to greater-than-anticipated tax liabilities.

As a multinational corporation, we are subject to income taxes as well as non-income based taxes in the United States and various foreign jurisdictions.

Our future income taxes could be materially adversely affected by earnings being lower than anticipated in jurisdictions in which we have lower statutory tax rates and higher than anticipated in jurisdictions in which we have higher statutory tax rates. In addition, changes in the valuation of our deferred tax assets and liabilities, or changes in tax laws, regulations and accounting principles, could have a material adverse effect on our future income taxes.

The determination of our worldwide provision for income taxes and other tax liabilities requires significant judgment, and there are many transactions and calculations where the ultimate tax determination is uncertain. We have not recorded deferred tax liabilities for undistributed foreign earnings because our strategy is to reinvest these earnings outside the United States. As circumstances change and if some or all of these undistributed foreign earnings are remitted to the United States, we may be required to recognize deferred tax liabilities on any amounts that we are unable to repatriate in a tax-free manner.

We are subject to regular review and audit by both domestic and foreign tax authorities. Any adverse outcome of such a review or audit could have a negative effect on our operating results and financial condition. We are also subject to non-income based taxes, such as payroll, sales, use, value-added, net worth, property and goods and services taxes, in both the United States and various foreign jurisdictions. We are under regular audit by tax authorities with respect to these non-income based taxes and may have exposure to additional non-income based tax liabilities.

We have identified certain tax-related contingencies that we have assessed as being reasonably possible of loss, but not probable of loss, and could have an adverse effect on our results of operations if the outcomes are unfavorable. In most cases, we have received indemnifications from the former owners of the acquired businesses for contingencies. In cases where we are not indemnified, the unrecorded contingencies are not material.

For information related to outstanding tax audits initiated by the Spanish Taxing Authorities, see “Item 3—Legal Proceedings.”

Although we believe that our estimates are reasonable, the ultimate tax outcome may differ from the amounts recorded in our financial statements and may materially adversely affect our financial results in the period or periods for which such determination is made.

Our reported revenues and earnings may be negatively affected by the strengthening of the U.S. dollar and currency exchange rates.

We report revenues, costs and earnings in U.S. dollars, while our institutions generally collect tuition in the local currency. Exchange rates between the U.S. dollar and the local currency in the countries where we operate institutions are likely to fluctuate from period to period. In 2021, essentially all of our revenues originated outside the United States. We translate revenues and other results denominated in foreign currencies into U.S. dollars for our consolidated financial statements. This translation is based on average exchange rates during a reporting period. In recent years, the U.S. dollar has strengthened against many international currencies, including the Mexican peso. As the exchange rate of the U.S. dollar strengthens, our reported international revenues and earnings are reduced because foreign currencies translate into fewer U.S. dollars. For the year ended December 31, 2021, a hypothetical 10% adverse change in average annual foreign currency exchange rates would have increased our operating loss and decreased our Adjusted EBITDA by approximately \$21.9 million and \$36.6 million, respectively. For more information, see “Item 7A—Quantitative and Qualitative Disclosures About Market Risk—Foreign Currency Exchange Risk.”

To the extent that foreign revenues and expense transactions are not denominated in the local currency and/or to the extent foreign earnings are reinvested in a currency other than their functional currency, we are also subject to the risk of transaction losses. We occasionally enter into foreign exchange forward contracts or other hedging arrangements to reduce the earnings

impact of non-functional currency denominated non-trade receivables and debt and to protect the U.S. dollar value of our assets and future cash flows with respect to exchange rate fluctuations. Given the volatility of exchange rates, there is no assurance that we will be able to effectively manage currency transaction and/or translation risks. Therefore, volatility in currency exchange rates may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Currency exchange rates and our reported revenues and earnings may also be negatively affected by inflation or hyperinflation. If a country in which we operate is designated as a highly inflationary economy in the future under GAAP, the U.S. dollar would become the functional currency for our operations in that country. As a result, all gains and losses resulting from the remeasurement of the financial results of operations in such country and other transactional foreign exchange gains and losses would be reflected in our earnings, which could result in volatility within our earnings, rather than as a component of our comprehensive income within stockholders' equity. Hyperinflation in any of the countries in which we operate may have a material adverse effect on our business, financial condition, results of operations and cash flows.

Goodwill and indefinite-lived intangibles make up a significant portion of our total assets, and if we determine that goodwill or indefinite-lived intangibles become impaired in the future, net income and operating income in such years may be materially and adversely affected.

As of December 31, 2021, the net carrying value of our goodwill and other intangible assets totaled approximately \$690 million. Goodwill represents the excess of cost over the fair market value of net assets acquired in business combinations. Due to the revaluation of our assets at the time of the leveraged buyout transaction (LBO) and acquisitions we have completed historically, goodwill makes up a significant portion of our total assets. In accordance with generally accepted accounting principles, we periodically review goodwill and indefinite-lived intangibles for impairment and any excess in carrying value over the estimated fair value is charged to the results of operations. Future reviews of goodwill and indefinite-lived intangibles could result in reductions. Any reduction in net income and operating income resulting from the write down or impairment of goodwill and indefinite-lived intangibles could adversely affect our financial results. If economic or industry conditions deteriorate or if market valuations decline, including with respect to our common stock, we may be required to impair goodwill and indefinite-lived intangibles in future periods.

We experience seasonal fluctuations in our results of operations.

The institutions in our portfolio have a summer break, during which classes are generally not in session and minimal revenues are recognized. In addition to the timing of summer breaks, holidays such as Easter also have an impact on our academic calendar. Operating expenses, however, do not fully correlate to the enrollment and revenue cycles, as the institutions continue to incur expenses during summer breaks. Accordingly, our second and fourth quarters are stronger revenue quarters, as our institutions are in session for most of these respective quarters. Our first and third fiscal quarters are weaker revenue quarters because our institutions have summer breaks for some portion of one of these two quarters. Because a significant portion of our expenses do not vary proportionately with the fluctuations in our revenues, our results in a particular fiscal quarter may not indicate accurately the results we will achieve in a subsequent quarter or for the full fiscal year.

Connectivity constraints or technology system disruptions to our computer networks could have a material adverse effect on our ability to attract and retain students.

We run the online operations of our institutions on different platforms, which are in various stages of development. The performance and reliability of these online operations are critical to the reputation of our institutions and our ability to attract and retain students. Any computer system error or failure, or a sudden and significant increase in traffic on our institutions' computer networks, may result in the unavailability of these computer networks. In addition, any significant failure of our computer networks could disrupt our on-campus operations. Individual, sustained or repeated occurrences could significantly damage the reputation of our institutions' operations and result in a loss of potential or existing students. Additionally, the computer systems and operations of our institutions are vulnerable to interruption or malfunction due to events beyond our control, including natural disasters and other catastrophic events and network and telecommunications failures. Like other global companies, our computer systems are regularly subject to and will continue to be the target of computer viruses, malware or other malicious codes (including ransomware), unauthorized access, cyber-attacks or other computer-related penetrations. While we have experienced threats to our data and systems, to date, we are not aware that we have experienced a material cyber-security breach. However, over time, the sophistication of these threats continues to increase. The preventative actions we take to reduce the risk of cyber incidents and protect our information may be insufficient. A user who circumvents security measures could misappropriate proprietary information or cause interruptions to or malfunctions in operations. As a result, we may be required to expend significant resources to protect against the threat of these security breaches or to alleviate problems caused by these incidents. Further, the disaster recovery plans and backup systems that we have in place may not be effective in addressing a natural disaster or catastrophic event that results in the destruction or disruption of any of our critical business or

information technology and infrastructure systems. As a result of any of these events, we may not be able to conduct normal business operations and may be required to incur significant expenses in order to resume normal business operations. As a result, our revenues and results of operations may be materially adversely affected.

We are subject to privacy and information security laws and regulations due to our collection and use of personal information, and any violations of those laws or regulations, or any breach, theft or loss of that information, could materially adversely affect our reputation and operations.

Possession and use of personal information in our operations subjects us to risks and costs that could harm our business. Our institutions collect, use and retain large amounts of personal information regarding our students and their families, including social security numbers, tax return information, personal and family financial data and credit card numbers. We also collect and maintain personal information of our employees in the ordinary course of our business. In addition, we collect and maintain other types of information, such as leads, that may include personal information of our business contacts in the ordinary course of our business. Our computer networks and the networks of certain of our vendors that hold and manage confidential information on our behalf may be vulnerable to unauthorized access, computer hackers, computer viruses, cyber-attacks and other security threats. Confidential information also may become available to third parties inadvertently when we integrate or convert computer networks into our network following an acquisition of an institution or in connection with upgrades from time to time.

Due to the sensitive nature of the information contained on our networks, such as students' grades, our networks may be targeted by hackers. A user who circumvents security measures could misappropriate proprietary information or cause interruptions or malfunctions in our operations. Although we use security and business controls to limit access and use of personal information, a third party may be able to circumvent those security and business controls, which could result in a breach of student or employee privacy. See above risk factor regarding threats experienced by us and other global companies as continued targets of cyber security attacks and that, despite having experienced threats, we are not aware that we have experienced a material cyber-security breach. The preventative actions we take to reduce the risk of cyber incidents and protect our information may be insufficient. A user who circumvents security measures could misappropriate personal or proprietary information. In addition, errors in the storage, use or transmission of personal information could result in a breach of student or employee privacy. As a result, we may be required to expend significant resources to protect against the threat of these security breaches or to alleviate problems caused by these breaches.

Furthermore, we are subject to a variety of laws and regulations globally regarding privacy, data protection, and data security, including those related to the collection, storage, handling, use, disclosure, transfer, and security of personal data. For example, the European Union's privacy and data security regulation, the General Data Protection Regulation (the "GDPR"), imposes more stringent requirements in how we collect and process personal data and provides for significantly greater penalties for noncompliance. Mexico and Peru have passed or are considering similar privacy regulations, resulting in additional compliance burdens and uncertainty as to how some of these laws will be interpreted. We have invested, and expect to continue to invest, significant resources to comply with privacy laws and regulations.

A breach, theft or loss of personal information regarding our students and their families, our employees, or other persons that is held by us or our vendors, or a violation of the laws and regulations governing privacy in one or more of the countries in which we operate, could result in significant penalties or legal liability, reputational damage, and/or remediation and compliance costs, which could be substantial and materially adversely affect our business, financial condition and results of operations.

Student protests and strikes may disrupt our ability to hold classes as well as our ability to attract and retain students, which could materially adversely affect our operations.

Political, social and economic developments in the countries in which we operate may cause protests and disturbances against conditions in those countries, including policies relating to the operation and funding of higher education institutions. These disturbances may involve protests on university campuses, including the occupation of university buildings and the disruption of classes. We are unable to predict whether students at our institutions will engage in various forms of protest in the future. Should we sustain student strikes, protests or occupations in the future, it could have a material adverse effect on our results of operations and on our overall financial condition. Further, we may need to make additional investments in security infrastructure and personnel on our campuses in order to prevent future student protests from disrupting the ability of our institutions to hold classes. If we are required to make substantial additional investments in security, or if we are unable to identify security enhancements that would prevent future disruptions of classes, that could cause an adverse effect on our results of operations and financial condition. In addition, we may need to pay overtime compensation to certain of our faculty and staff, which may increase our overall costs.

We may be unable to operate one or more of our institutions or suffer liability or loss due to a natural or other disaster, including as a result of the effects of climate change.

Our institutions are vulnerable to natural or other disasters, including fires, floods, earthquakes, hurricanes and other events beyond our control. A number of our institutions in Mexico and Peru are located in areas that are prone to damage from major weather events, which may be substantial and may occur with higher frequency or severity or be less predictable in the future due to the effects of climate change. For example, in 2017, Peru's normally arid regions experienced historic, torrential rainfall and subsequent flooding. At least one of our campuses located there suffered flood-related damage. There, as elsewhere in the country, flood-related damage caused a range of disruptions, including in our case a delay in the regularly scheduled start of classes for the semester, which caused revenue disruptions. In addition, a number of our institutions in Mexico and Peru are located in areas that are prone to earthquake damage. For example, in 2017, a magnitude 7.1 earthquake struck Mexico, causing a temporary suspension of activities at several UVM and UNITEC campuses that lasted 12 days on average, and we incurred significant direct costs for repairs due to the earthquake. It is possible that one or more of our institutions would be unable to operate for an extended period of time in the event of a hurricane, earthquake or other disaster that causes substantial damage to the area in which an institution is located. The failure of one or more of our institutions to operate for a substantial period of time could have a material adverse effect on our results of operations. In the event of a major natural or other disaster, we could also experience loss of life of students, faculty members and administrative staff, or liability for damages or injuries.

We may be unable to recruit, train and retain qualified and experienced faculty and administrative staff at our institutions.

Our success and ability to grow depend on the ability to hire and retain large numbers of talented people. The process of hiring employees with the combination of skills and attributes required to implement our business strategy can be difficult and time-consuming. Our faculty members in particular are key to the success of our institutions. We face competition in attracting and retaining faculty members who possess the necessary experience and accreditation to teach at our institutions. It may be difficult to maintain consistency in the quality of our faculty and administrative staff. If we are unable to, or are perceived to be unable to, attract and retain experienced and qualified faculty, our business, financial condition and results of operations may be materially adversely affected.

If we are unable to upgrade our campuses, they may become less attractive to parents and students and we may fail to grow our business.

All of our institutions require periodic upgrades to remain attractive to parents and students. Upgrading the facilities at our institutions could be difficult for a number of reasons, including the following:

- our properties may not have the capacity or configuration to accommodate proposed renovations;
- construction and other costs may be prohibitive;
- we may fail to obtain regulatory approvals;
- it may be difficult and expensive to comply with local building and fire codes;
- we may be unable to finance construction and other costs; and
- we may not be able to negotiate reasonable terms with our landlords or developers or complete the work within acceptable timeframes.

Our failure to upgrade the facilities of our institutions could lead to lower enrollment and could cause a material adverse effect on our business, financial condition and results of operations.

If we fail to attract and retain the key talent needed for us to timely achieve our business objectives, our business and results of operations could be harmed.

The marketplace for senior executive management candidates is very competitive. Unplanned or repeated turnover within the senior management ranks in the corporate team or in the regions in which we operate can lead to instability or weakness in oversight that creates the conditions for gaps in performance and non-compliance with our control environment or public company reporting requirements. Any one of these occurrences could adversely affect our stock price, results of operations, ability to timely report financial results, or business relationships and can make recruiting for future management positions

more difficult. Competition for senior leadership may increase our overall compensation expenses, whether resulting from new hires or retention, which may negatively affect our profitability.

Litigation may materially adversely affect our business, financial condition and results of operations.

Our business is subject to the risk of litigation by employees, students, suppliers, competitors, minority partners, counterparties in transactions in which we purchase or sell assets, stockholders, government agencies or others through private actions, class actions, administrative proceedings, regulatory actions or other litigation, some of which may take place in jurisdictions in which local parties may have certain advantages over foreign parties. The outcome of litigation, particularly class action lawsuits, regulatory actions and intellectual property claims, is difficult to assess or quantify. Plaintiffs in these types of lawsuits may seek recovery of very large or indeterminate amounts, or may assert criminal charges, and the magnitude of the potential loss relating to these lawsuits may remain unknown for substantial periods of time. In addition, certain of these lawsuits, if decided adversely to us or settled by us, may result in liability material to our financial statements as a whole or may negatively affect our operating results if changes to our business operation are required. The cost to defend future litigation may be significant. There also may be adverse publicity associated with litigation that could negatively affect customer perception of our business, regardless of whether the allegations are valid or whether we are ultimately found liable. As a result, litigation may materially adversely affect our business, financial condition and results of operations. See “Item 3—Legal Proceedings.”

We are subject to anti-corruption laws in the jurisdictions in which we operate, including the U.S. Foreign Corrupt Practices Act (the “FCPA”), as well as trade compliance and economic sanctions laws and regulations. Our failure to comply with these laws and regulations could subject us to civil and criminal penalties, harm our reputation and materially adversely affect our business, financial condition and results of operations.

Doing business on a worldwide basis requires us to comply with the laws and regulations of numerous jurisdictions. These laws and regulations place restrictions on our operations and business practices. In particular, we are subject to the FCPA, which generally prohibits companies and their intermediaries from providing anything of value to foreign officials for the purpose of obtaining or retaining business or securing any improper business advantage, along with various other anti-corruption laws. As a result of doing business in foreign countries and with foreign partners, we are exposed to a heightened risk of violating anti-corruption laws. Although we have implemented policies and procedures designed to ensure that we, our employees and other intermediaries comply with the FCPA and other anti-corruption laws to which we are subject, there is no assurance that such policies or procedures will work effectively all of the time or protect us against liability under the FCPA or other laws for actions taken by our employees and other intermediaries with respect to our business or any businesses that we may acquire. We cannot assure you that all of our local partners will comply with these laws, in which case we could be held liable for actions taken inside or outside of the United States, even though our partners may not be subject to these laws. Any development of new partnerships and joint venture relationships worldwide would increase the risk of FCPA violations in the future.

Violations of anti-corruption laws, export control laws and regulations, and economic sanctions laws and regulations are punishable by civil penalties, including fines, as well as criminal fines and imprisonment. If we fail to comply with the FCPA or other laws governing the conduct of international operations, we may be subject to criminal and civil penalties and other remedial measures, which could materially adversely affect our business, financial condition, results of operations and liquidity. Any investigation of any potential violations of the FCPA or other anti-corruption laws, export control laws and regulations, and economic sanctions laws and regulations by the United States or foreign authorities could also materially adversely affect our business, financial condition, results of operations and liquidity, regardless of the outcome of the investigation.

We have in the past had material weaknesses in our internal control over financial reporting.

In 2018, we remediated each of the four material weaknesses that were previously identified and were disclosed in our Annual Report on Form 10-K for the fiscal year ended December 31, 2017. See “Item 9A. Controls and Procedures—Remediation of Material Weaknesses” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2018.

However, we may in the future discover areas of our internal financial and accounting controls and procedures that need improvement. Our internal control over financial reporting will not prevent or detect all errors and all fraud. A control system, regardless of how well designed and operated, can provide only reasonable, not absolute, assurance that the control system’s objectives will be met. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that misstatements due to error or fraud will not occur or that all control issues and instances of fraud will be detected.

If we are not able to comply with the requirements of Section 404 of the Sarbanes-Oxley Act in a timely manner, or if we are unable to maintain proper and effective internal controls, we may not be able to produce timely and accurate financial statements, and we or our independent registered public accounting firm may conclude that our internal controls over financial reporting are not effective or our independent registered public accounting firm may not be able to provide us with an unqualified opinion as required by Section 404 of the Sarbanes-Oxley Act. If that were to happen, investors could lose confidence in our reported financial information, which could lead to a decline in the market price of our common stock and we could be subject to sanctions or investigations by the stock exchange on which our common stock is listed, the SEC or other regulatory authorities.

Additionally, the existence of any material weakness could require management to devote significant time and incur significant expense to remediate any such material weakness and management may not be able to remediate any such material weakness in a timely manner. The existence of any material weakness in our internal control over financial reporting also could result in errors in our financial statements that could require us to restate our financial statements, cause us to fail to meet our reporting obligations and cause the holders of our common stock to lose confidence in our reported financial information, all of which could materially adversely affect our business and share price.

Risks Relating to Our Indebtedness

Our debt agreements contain, and future debt agreements may contain, restrictions that may limit our flexibility in operating our business.

Our Third Amended and Restated Credit Agreement dated as of October 7, 2019 (as amended from time to time, the “Credit Agreement”), which governs our multi-currency revolving credit facility (the “Revolving Credit Facility”), contains various covenants that may limit our ability to engage in specified types of transactions. These covenants limit our and our restricted subsidiaries’ ability to, among other things:

- pay dividends and make certain distributions, investments and other restricted payments;
- incur additional indebtedness, issue disqualified stock or issue certain preferred shares;
- sell assets;
- enter into transactions with affiliates;
- create certain liens or encumbrances;
- preserve our corporate existence;
- merge, consolidate, sell or otherwise dispose of all or substantially all of our assets; and
- designate our subsidiaries as unrestricted subsidiaries.

While the Credit Agreement provides for quarterly compliance with the Consolidated Senior Secured Debt to Consolidated EBITDA Ratio, as defined in the Credit Agreement, as of December 31, 2021, we were not required to comply with this covenant.

We rely on funds from our operating subsidiaries to meet our debt service and other obligations.

We conduct all of our operations through certain of our subsidiaries, and we have no significant assets other than cash of approximately \$55 million as of December 31, 2021 held at corporate entities and the capital stock or other control rights of our subsidiaries. As a result, we rely on our operating subsidiaries to pay dividends or to make distributions or other payments to their parent companies. In addition, we rely on intercompany loan repayments and other payments from our operating subsidiaries to meet any existing or future debt service and other obligations, a substantial portion of which are denominated in U.S. dollars. The ability of our operating subsidiaries to pay dividends or to make distributions or other payments to their parent companies or directly to us will depend on their respective operating results and may be restricted by, among other things, the laws of their respective jurisdictions of organization, regulatory requirements, agreements entered into by those operating subsidiaries and the covenants of any existing or future outstanding indebtedness that we or our subsidiaries may incur. Further, because most of our income is generated by our operating subsidiaries in non-U.S. dollar denominated currencies, our ability to

service our U.S. dollar denominated debt obligations may be affected by any strengthening of the U.S. dollar compared to the functional currencies of our operating subsidiaries.

Disruptions of the credit and equity markets worldwide may impede or prevent our access to the capital markets for additional funding to conduct our business and may affect the availability or cost of borrowing under our existing credit facility.

The credit and equity markets of both mature and developing economies have historically experienced extraordinary volatility, asset erosion and uncertainty, leading to governmental intervention in the banking sector in the United States and abroad. If these market disruptions occur in the future, we may not be able to access the capital markets to obtain funding needed to refinance our existing indebtedness or conduct our business. In addition, changes in the capital or other legal requirements applicable to commercial lenders may affect the availability or increase the cost of borrowing under our Revolving Credit Facility. If we are unable to obtain needed capital on terms acceptable to us, we may need to limit our growth initiatives or take other actions that materially adversely affect our business, financial condition, results of operations and cash flows.

Risks Relating to Investing in Our Common Stock

As a public benefit corporation, our focus on a specific public benefit purpose and producing a positive effect for society may negatively influence our financial performance.

As a public benefit corporation, we may take actions that we believe will benefit our students and the surrounding communities, even if those actions do not maximize our short- or medium-term financial results. While we believe that this designation and obligation will benefit the Company given the importance to our long-term success of our commitment to education, it could cause our board of directors to make decisions and take actions not in keeping with the short-term or more narrow interests of our stockholders. Any longer-term benefits may not materialize within the timeframe we expect or at all and may have an immediate negative effect. For example:

- we may choose to revise our policies in ways that we believe will be beneficial to our students and their communities in the long term, even though the changes may be costly in the short- or medium-term;
- we may take actions, such as modernizing campuses to provide students with the latest technology, even though these actions may be more costly than other alternatives;
- in exiting a market that is not meeting our goals, we may choose to “teach out” the existing student body over several years rather than lose an institution; even though this could be substantially more expensive;
- we may be influenced to pursue programs and services to demonstrate our commitment to our students and communities even though there is no immediate return to our stockholders; or
- in responding to a possible proposal to acquire the Company and/or any business unit, our board of directors may be influenced by the interests of our employees, students, teachers and others whose interests may be different from the interests of our stockholders.

We may be unable or slow to realize the long-term benefits we expect from actions taken to benefit our students and communities in which we operate, which could materially adversely affect our business, financial condition and results of operations, which in turn could cause our stock price to decline.

If we or our existing investors sell or announce an intention to sell additional shares of our common stock, the market price of our common stock could decline.

The market price of our common stock could decline as a result of sales of a large number of shares of common stock in the market, or the perception that such sales could occur. These sales, or the possibility that these sales may occur, also might make it more difficult for us to raise capital through future sales of equity securities at a time and at a price that we deem appropriate, or at all.

The trading price of our common stock is subject to volatility. Additionally, if we do not maintain adequate or favorable coverage of our common stock by securities analysts, the trading price of our common stock could decline.

The trading price of our common stock has fluctuated in the past and may continue to fluctuate and is dependent upon a number of factors, many of which are beyond our control and may not be related to our operating performance. These fluctuations could cause you to lose all or part of your investment in our common stock. Additionally, if one or more of the analysts who cover us downgrade their evaluations of our stock or publish unfavorable commentary about us or our industry, the price of our common stock could decline. We may be unable to maintain adequate research coverage, and if one or more analysts cease coverage of us, we could lose visibility in the market for our common stock, which in turn could cause our stock price to decline.

Risks Relating to Peruvian Nonresident Capital Gains Tax

Sale of our common stock may trigger taxes payable in Peru.

Stockholders who sell, exchange, or otherwise dispose of Company shares may be subject to Peruvian tax at a rate of 30% on their gain realized in such transaction determined under certain Peruvian valuation rules regardless of whether the transaction is taxable for non-Peruvian purposes. In determining the amount of such gain subject to such tax, the gain is first multiplied by the percentage of the Company's value that is represented by its Peruvian business determined under certain Peruvian valuation rules (the "Peru Ratio"). This tax applies if the value of stock determined under certain Peruvian valuation rules (calculated in PEN) transferred multiplied by the Peru Ratio exceeds approximately \$44 million applying the PEN/USD exchange rate of December 31, 2021 (the "Threshold"). The Threshold is calculated in PEN and changes with currency exchange rates. For purposes of determining whether the Threshold has been exceeded by any holder, all transfers made by such holder over any 12-month period are aggregated. For purposes of determining whether any tax is owed, the holder must have their basis "certified" by the Peruvian tax authorities in advance of such transaction. If the holder exceeds the Threshold and does not obtain a tax basis certificate before the transaction, the holder's tax basis in the shares will be considered zero for Peruvian tax purposes. We advise current and future holders, who currently have or intend to own or trade in significant volumes of our common stock, to seek the advice of their own advisors with knowledge of the matters described above.

Direct or indirect transfer of company common shares may result in Peruvian tax liability to the Company.

In the event that a direct or indirect sale, exchange, or other disposition of Company shares occurs and any resulting Peruvian tax is not paid, the Company's Peruvian subsidiaries may be jointly and severally liable for such tax. Joint and several liability may be imposed if during any of the 12 months preceding the transaction, *inter alia*, the transferor of Company shares held an indirect or direct interest of more than 10% of the Company's outstanding shares. If such a transaction were to occur and the Peruvian tax authorities sought to collect the Peruvian capital gains taxes from the Company's Peruvian subsidiaries that were not paid by such transferor, it could have a material adverse effect on our business, financial condition or results of operations.

Item 1B. Unresolved Staff Comments

None.

Item 2. Properties

Laureate is headquartered in Miami, Florida. The following table summarizes the Company's properties by segment as of December 31, 2021:

Segment	Square feet leased space	Square feet owned space	Total square feet
Mexico	29,216,641	8,529,832	37,746,473
Peru	823,651	4,906,135	5,729,786
Corporate (including headquarters)	6,728	—	6,728
Other	231,576	109,104	340,680
Total	30,278,596	13,545,071	43,823,667

Our Mexico and Peru segments lease or own various sites that may include a local headquarters and all or some of the facilities of a campus or location. Our facilities are often subject to mortgages.

Our Corporate headquarters consists principally of leased facilities in Florida and the Netherlands, which are used for office space.

We monitor the capacity of our higher education institutions on a regular basis and make decisions to expand capacity based on expected enrollment and other factors. Our leased facilities are occupied under leases whose remaining terms range from one month to 14 years. A majority of these leases contain provisions giving us the right to renew the lease for additional periods at various rental rates, although generally at rates higher than we are currently paying.

Item 3. Legal Proceedings

We are party to various claims and legal proceedings from time to time. Except as described below, we are not aware of any legal proceedings that we believe could have, individually or in the aggregate, a material adverse effect on our business, results of operations or financial condition.

During 2010, we were notified by the Spanish Taxing Authorities (“STA”) (in this case, by the Regional Inspection Office of the Special Madrid Tax Unit) that an audit of some of our Spanish subsidiaries was being initiated for 2006 and 2007. On June 29, 2012, the STA issued a final assessment to Laureate Netherlands Holding B.V. (f/k/a Iniciativas Culturales de España, S.L.) (“ICE”), our former Spanish holding company, for approximately EUR 11.1 million (\$13.5 million at December 31, 2021), including interest, for those two years based on its rejection of the tax deductibility of financial expenses related to certain intercompany acquisitions and the application of the Spanish ETVE regime. On July 25, 2012, we filed a claim with the Regional Economic-Administrative Court challenging this assessment, and, in the same month, we issued a cash-collateralized letter of credit for the assessment amount, in order to suspend the payment of the tax due. Further, in July 2013, we were notified by the STA (in this case, by the Central Inspection Office for Large Taxpayers) that an audit of ICE was also being initiated for 2008 through 2010. On October 19, 2015, the STA issued a final assessment to ICE for approximately EUR 17.2 million (\$21.0 million at December 31, 2021), including interest, for those three years. We have appealed this assessment, and, in order to suspend the payment of the tax assessment until the court decision, we issued a cash-collateralized letter of credit for the assessment amount plus interest and surcharges. We believe that the assessments in this case are without merit and intend to defend vigorously against them. During the second quarter of 2016, we were notified by the STA that tax audits of the Spanish subsidiaries were also being initiated for 2011 and 2012. Also during the second quarter of 2016, the Regional Administrative Court issued a decision against the Company on its appeal. The Company has further appealed at the Highest Administrative Court level, which appeal has been rejected. The Company has appealed both decisions to the National Court. In July 2017, we were notified by the STA that tax audits of the Spanish subsidiaries for 2011 and 2012 were being extended to include 2013. In the first quarter of 2018, we made payments to the STA totaling EUR 29.6 million (approximately \$36.1 million at December 31, 2021) in order to reduce the amount of future interest that could be incurred as the appeals process continues. The payments were made using cash that collateralized the letters of credit discussed above. In October of 2018, the STA issued a final assessment to our Spanish holding company for the 2011 through 2013 period of approximately EUR 4.1 million (\$5.0 million at December 31, 2021). As of December 31, 2021, the Company has posted a cash-collateralized letter of credit for the assessment, plus a surcharge. The Company has appealed this assessment to the Highest Administrative Court.

In May 2019, a new tax audit was opened for fiscal years 2014-2015 for corporate income tax based on the STA’s rejection of the tax deductibility of financial expenses related to the same intercompany acquisitions as the previous tax audits. ICE received the final assessment on January 27, 2020, in which the STA rejected the allegation writ submitted by ICE and confirmed the assessment issued by the tax audit, amounting to approximately EUR 4.3 million (\$5.3 million at December 31, 2021). ICE intends to appeal the referred assessment before the Administrative Central Court, and, in order to do so, ICE has posted a cash-collateralized letter of credit of approximately EUR 4.3 million (\$5.3 million at December 31, 2021).

On July 22, 2021, the Spanish National Court issued a decision on our appeal regarding the STA audits of ICE for the fiscal years 2006-2007 and 2008-2010. Based on our understanding of the decision, the matter is not yet resolved in favor of either us or the STA. During the third quarter of 2021, both the Company and the STA appealed the Spanish National Court decision. The Spanish Supreme Court to date has not yet ruled on whether or not the appeals will be considered. During the fourth quarter of 2021, we made payments to the STA totaling approximately \$9.3 million for the final assessments that were issued in October 2018 and January 2020.

Item 4. Mine Safety Disclosures

Not applicable.

Part II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities

Market Information

Our common stock is traded on the Nasdaq under the symbol "LAUR."

Effective October 29, 2021, each share of the Company's Class A common stock and each share of the Company's Class B common stock automatically converted into one share of common stock of the Company. Following the conversion, the Company has only one class of common stock outstanding.

Holders of Record

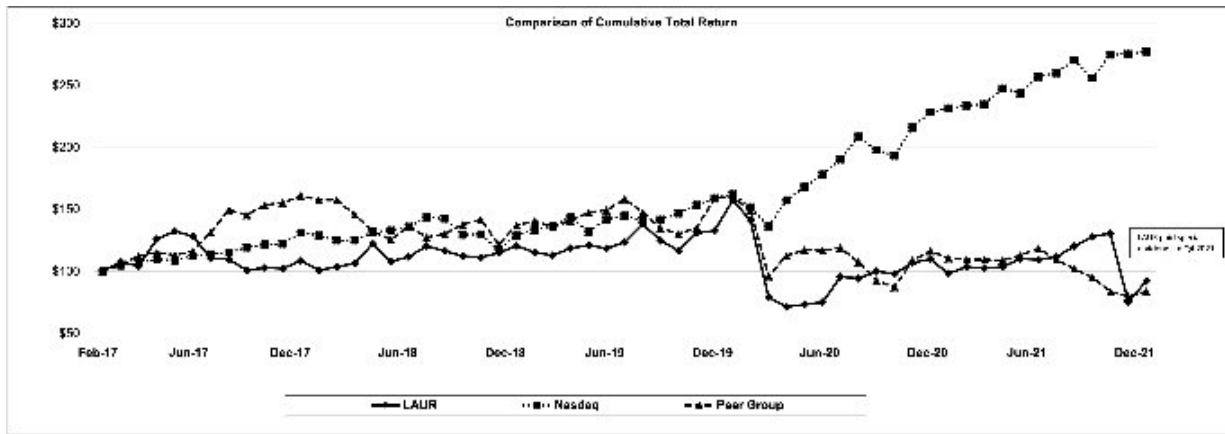
There were 111 holders of record of our common stock as of January 31, 2022. The number of beneficial owners of our common stock is substantially greater than the number of record holders because substantially all of our common stock is held in "street name" by banks and brokers.

Dividend Policy

We currently do not anticipate paying any ordinary cash dividends on our common stock in the foreseeable future; however as occurred in October and December 2021, the Company may consider extraordinary dividend(s) as part of an overall strategy to return capital to shareholders. Notwithstanding any such actions, we expect to retain our future earnings, if any, for use in the operation of our business. The terms of our Credit Agreement limit our ability to pay cash dividends in certain circumstances. Furthermore, if we are in default under our Credit Agreement, our ability to pay cash dividends will be limited in the absence of a waiver of that default or an amendment to such agreement. In addition, our ability to pay cash dividends on shares of our common stock may be limited by restrictions on our ability to obtain sufficient funds through dividends from our subsidiaries. For more information on our Credit Agreement, see "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations" and Note 8, Debt, in our consolidated financial statements included elsewhere in this Form 10-K. Subject to the foregoing, the payment of cash dividends in the future, if any, will be at the discretion of our Board of Directors and will depend upon such factors as earnings levels, capital requirements, our overall financial condition and any other factors deemed relevant by our Board of Directors.

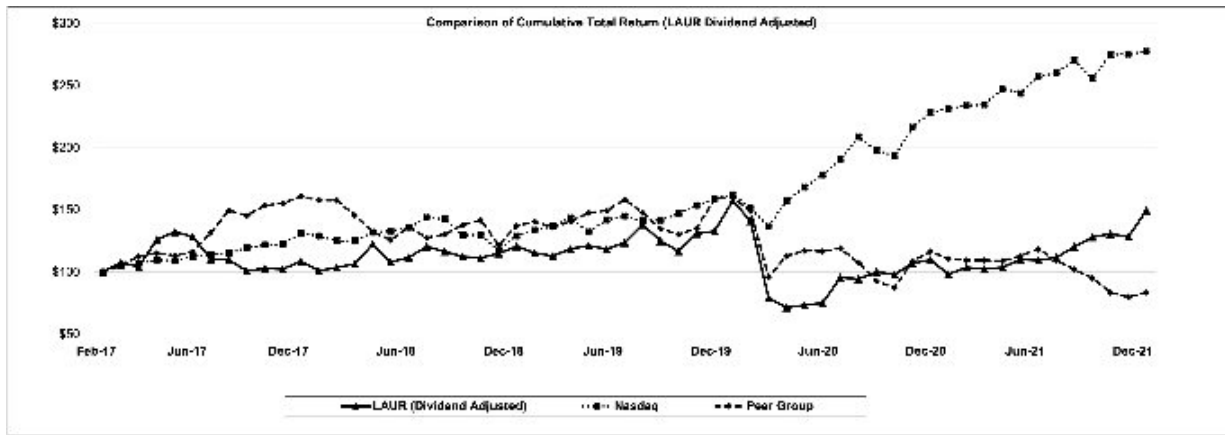
Stock Performance Graph

The following graph compares the cumulative total return of our common stock, an industry peer group index, and the Nasdaq Composite Index from February 1, 2017 (the first day on which our common stock traded on the Nasdaq Global Select Market) through December 31, 2021. We believe that our industry peer group represents the majority of the market value of publicly traded companies whose primary business is post-secondary education. The returns set forth on the following graph are based on historical results and are not intended to suggest future performance. The performance graph assumes \$100 investment on February 1, 2017 in either our common stock, the companies in our industry peer group, or the Nasdaq Composite Index. Data for the Nasdaq Composite Index and our peer group assume reinvestment of dividends.



The peer group included in the performance graph above consists of Strategic Education, Inc. (STRA), Adtalem Global Education, Inc. (ATGE), Grand Canyon Education, Inc. (LOPE), Cogna Educação S.A. (COGN3) and YDUQS (YDUQ3).

In connection with the adoption of a plan of partial liquidation providing for the distribution of the net proceeds from the sale of Walden e-Learning LLC, on October 29, 2021, the Company paid a special cash distribution of \$7.01 per share of the Company’s common stock, and, on December 28, 2021, the Company paid a special cash distribution of \$0.58 per share of the Company’s common stock. Accordingly, the performance graph below adjusts for these distributions.



The information contained in the performance graphs shall not be deemed “soliciting material” or to be “filed” with the SEC, nor shall such information be deemed incorporated by reference into any future filing under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, except to the extent that we specifically incorporate it by reference into such filing.

Recent Sales of Unregistered Securities

None.

Issuer Purchases of Equity Securities (in thousands, except per share amounts)

The following table provides a summary of the Company's purchases of its common stock during the fourth quarter of the fiscal year ended December 31, 2021 pursuant to the Company's authorized stock repurchase program:

Period	Total number of shares purchased	Average price paid per share ⁽¹⁾	Total number of shares purchased as part of publicly announced plans or programs	Approximate dollar value of shares yet to be purchased under the plans or programs ⁽²⁾
10/1/21 - 10/31/21	305	\$ 16.84	305	\$ 165,860
11/1/21 - 11/30/21	—	\$ —	—	\$ 165,860
12/1/21 - 12/31/21	813	\$ 11.21	813	\$ 156,747
Total	1,118	\$ 12.74	1,118	\$ 156,747

⁽¹⁾ In the fourth quarter of 2021, the Company paid two special cash distributions of \$7.01 and \$0.58 per share of common stock, resulting in corresponding adjustments to the price of the Company's common stock.

⁽²⁾ On November 5, 2020, the Company announced that its Board of Directors had authorized a stock repurchase program to acquire up to \$300,000 of the Company's common stock. On April 30, 2021 and December 14, 2021, the Company's Board of Directors approved increases in the authorization to repurchase shares of the Company's common stock by \$200,000 and \$100,000, respectively, for a total repurchase authorization of up to \$600,000. The authorizations do not have a stated expiration date. See further description of the stock repurchase program in "Item 7—Management's Discussion and Analysis of Financial Condition and Results of Operations—Liquidity and Capital Resources."

Item 6. [Reserved]

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

You should read the following discussion of our results of operations and financial condition with the audited historical consolidated financial statements and related notes included elsewhere in this Annual Report on Form 10-K (Form 10-K). This discussion contains forward-looking statements and involves numerous risks and uncertainties, including, but not limited to, those described in the "Item 1A. Risk Factors" section of this Form 10-K. Actual results may differ materially from those contained in any forward-looking statements. See "Forward-Looking Statements" on page 2 of this Form 10-K.

Introduction

This Management's Discussion and Analysis of Financial Condition and Results of Operations (the "MD&A") is provided to assist readers of the financial statements in understanding the results of operations, financial condition and cash flows of Laureate Education, Inc. This MD&A should be read in conjunction with the consolidated financial statements and related notes included elsewhere in this Form 10-K. The consolidated financial statements included elsewhere in this Form 10-K are presented in U.S. dollars (USD) rounded to the nearest thousand, with the amounts in MD&A rounded to the nearest tenth of a million. Therefore, discrepancies in the tables between totals and the sums of the amounts listed may occur due to such rounding. Our MD&A is presented in the following sections:

- Overview;
- Results of Operations;
- Liquidity and Capital Resources;
- Critical Accounting Policies and Estimates; and
- Recently Issued Accounting Standards.

Overview

Our Business

We operate a portfolio of degree-granting higher education institutions in Mexico and Peru. Collectively, we have approximately 388,500 students enrolled at five institutions in these two countries, which represent our Continuing Operations.

We believe that the higher education markets in Mexico and Peru present an attractive long-term opportunity, primarily because of the large and growing imbalance between the supply and demand for affordable, quality higher education in those markets. We believe that the combination of the projected growth in the middle class, limited government resources dedicated to higher education, and a clear value proposition demonstrated by the higher earnings potential afforded by higher education, creates substantial opportunities for high-quality private institutions to meet this growing and unmet demand. By offering high-quality, outcome-focused education, we believe that we enable students to prosper and thrive in the dynamic and evolving knowledge economy. We have two reportable segments as described below. We group our institutions by geography in Mexico and Peru for reporting purposes.

COVID-19

After the novel coronavirus (“COVID-19”) outbreak was declared a pandemic in March 2020, we closed all of our physical campuses in a matter of a few short weeks, and all of our students were effectively transitioned to an online learning environment, and our staff and faculty were effectively moved to a fully remote environment. The vast majority of our campuses have remained closed throughout this ongoing pandemic. We believe that our institutions have a competitive advantage in online and distance learning given the investments that we have made in digital learning platforms in prior years and believe that we are well-positioned to continue to serve our students during and after the pandemic.

We have recently commenced a return to campus where safe and appropriate to do so, implementing a range of precautions, in accordance with local laws, regulations and health guidelines, to protect the health and safety of our students, faculty and staff. Most of our universities are expecting to adopt a phased approach, prioritizing classes that require in-person technical teaching (such as in our interactive labs). We will continue to monitor the situation and adjust based on what is most appropriate for each market. See also “Item 1A—Risk Factors—“An epidemic, pandemic or other public health emergency, such as the current global coronavirus (COVID-19) outbreak and the efficacy and distribution of COVID-19 vaccines in the locations in which we operate could have a material adverse effect on our business, financial condition, cash flows and results of operations.”

Discontinued Operations

In 2017 and 2018, the Company announced the divestiture of certain subsidiaries located in Europe, Asia and Central America, which were included in the following segments: Peru (formerly Andean), Central America (formerly Central America & U.S. Campuses), and Rest of World. The goal of the divestitures was to create a more focused and simplified business model and generate proceeds to be used for further repayment of long-term debt. This represented a strategic shift that had a major effect on the Company’s operations and financial results. Accordingly, all of the divestitures that were part of this strategic shift, which have now been completed, were accounted for as Discontinued Operations for all periods presented in accordance with Accounting Standards Codification (ASC) 205-20, “Discontinued Operations” (ASC 205).

On January 27, 2020, we announced that our Board of Directors had authorized the Company to explore strategic alternatives for each of its businesses to unlock shareholder value. As a result of these efforts to explore strategic alternatives, during the third quarter of 2020, the Company announced that it had completed a sale of its operations in Chile and had signed agreements to sell its operations in Brazil, Australia and New Zealand, as well as Walden University, its fully online higher education institution in the United States. This also represented a strategic shift that had a major effect on the Company’s operations and financial results. As such, Chile, Brazil, Australia and New Zealand, and Walden also have been accounted for as Discontinued Operations for all periods presented in accordance with ASC 205. The sale of our operations in Australia and New Zealand was completed on November 3, 2020, the sale of our operations in Brazil was completed on May 28, 2021, and the sale of Walden University was completed on August 12, 2021. For Laureate’s institutions in Mexico and Peru, the board decided after a thorough evaluation of all strategic options, including a potential sale, to continue to operate these assets under Laureate management. Accordingly, Mexico and Peru represent our Continuing Operations.

Our Discontinued Operations are excluded from the segment information for all periods presented, as they no longer meet the criteria for a reportable segment under ASC 280, “Segment Reporting.” Unless indicated otherwise, the information in the MD&A relates to Continuing Operations. See also Note 4, Discontinued Operations and Assets Held for Sale, and Note 5, Dispositions, in our consolidated financial statements included elsewhere in this Form 10-K.

Our Segments

Our segments generate revenues by providing an education that emphasizes profession-oriented fields of study with undergraduate and graduate degrees in a wide range of disciplines. In response to the COVID-19 pandemic, we transitioned the educational delivery method at all of our institutions to be online, leveraging our existing technologies and learning platforms to serve students outside of the traditional classroom setting. Our institutions are focused on planning for a safe return to campus

when appropriate to do so. We expect our educational offerings will utilize hybrid (a combination of online and in-classroom) courses and programs to deliver their curriculum. The Mexico and Peru markets are characterized by what we believe is a significant imbalance between supply and demand. The demand for higher education is large and growing and is fueled by several demographic and economic factors, including a growing middle class, global growth in services and technology-related industries and recognition of the significant personal and economic benefits gained by graduates of higher education institutions. The target demographics are primarily 18- to 24-year-olds in the countries in which we compete. We compete with other private higher education institutions on the basis of price, educational quality, reputation and location. We believe that we compare favorably with competitors because of our focus on quality, professional-oriented curriculum and the competitive advantages provided by our network. There are a number of private and public institutions in both of the countries in which we operate, and it is difficult to predict how the markets will evolve and how many competitors there will be in the future. We expect competition to increase as the Mexican and Peruvian markets mature. Essentially all of our revenues were generated from private pay sources as there are no material government-sponsored loan programs in Mexico or Peru. Specifics related to both of our reportable segments are discussed below:

- Private education providers in Mexico constitute 35% of the total higher-education market. The private sector plays a meaningful role in higher education, bridging supply and demand imbalances created by a lack of capacity at public universities. Laureate owns two institutions and is present throughout the country with a footprint of over 35 campuses. Each institution in Mexico has a national license. Students in our Mexican institutions typically finance their own education.
- In Peru, private universities are increasingly providing the capacity to meet growing demand and constitute 69% of the total higher-education market. Laureate owns three institutions in Peru.

Corporate is a non-operating business unit whose purpose is to support operations. Its departments are responsible for establishing operational policies and internal control standards, implementing strategic initiatives, and monitoring compliance with policies and controls throughout our operations. Our Corporate segment is an internal source of capital and provides financial, human resource, information technology, insurance, legal and tax compliance services. The Corporate segment also contains the eliminations of inter-segment revenues and expenses.

The following information for our reportable segments is presented as of December 31, 2021:

	Institutions	Enrollment	2021 Revenues (in millions) ⁽¹⁾	% Contribution to 2021 YTD Revenues
Mexico	2	203,500	\$ 540.4	50 %
Peru	3	185,000	537.1	50 %
Total ⁽¹⁾	5	388,500	\$ 1,086.7	100 %

⁽¹⁾ Amounts related to Corporate, partially offset by the elimination of inter-segment revenues, totaled \$9.2 million and are not separately presented.

Challenges

Our operations are outside of the United States and are subject to complex business, economic, legal, regulatory, political, tax and foreign currency risks, which may be difficult to adequately address. As a result, we face risks that are inherent in international operations, including: fluctuations in exchange rates, possible currency devaluations, inflation and hyper-inflation; price controls and foreign currency exchange restrictions; potential economic and political instability in the countries in which we operate; expropriation of assets by local governments; key political elections and changes in government policies; multiple and possibly overlapping and conflicting tax laws; and compliance with a wide variety of foreign laws. See “Item 1A—Risk Factors—Risks Relating to Our Business—We operate a portfolio of degree-granting higher education institutions in Mexico and Peru and are subject to complex business, economic, legal, political, tax and foreign currency risks, which risks may be difficult to adequately address.” We plan to grow our Continuing Operations organically by: 1) adding new programs and course offerings; 2) expanding target student demographics; and 3) increasing capacity at existing and new campus locations. Our success in growing our business will depend on the ability to anticipate and effectively manage these and other risks related to operating in various countries.

Regulatory Environment and Other Matters

Our business is subject to varying laws and regulations based on the requirements of local jurisdictions. These laws and regulations are subject to updates and changes. We cannot predict the form of the rules that ultimately may be adopted in the

future or what effects they might have on our business, financial condition, results of operations and cash flows. We will continue to develop and implement necessary changes that enable us to comply with such laws and regulations. See “Item 1A—Risk Factors—Risks Relating to Our Business—Our institutions are subject to uncertain and varying laws and regulations, and any changes to these laws or regulations or their application to us may materially adversely affect our business, financial condition and results of operations,” and “Item 1—Business—Industry Regulation,” for a detailed discussion of our different regulatory environments and Note 17, Legal and Regulatory Matters, in our consolidated financial statements included elsewhere in this Form 10-K.

Key Business Metric

Enrollment

Enrollment is our lead revenue indicator and represents our most important non-financial metric. We define “enrollment” as the number of students registered in a course on the last day of the enrollment reporting period. New enrollments provide an indication of future revenue trends. Total enrollment is a function of continuing student enrollments, new student enrollments and enrollments from acquisitions, offset by graduations, attrition and enrollment decreases due to dispositions. Attrition is defined as a student leaving the institution before completion of the program. To minimize attrition, we have implemented programs that involve assisting students in remedial education, mentoring, counseling and student financing.

Each of our institutions has an enrollment cycle that varies by geographic region and academic program. Each institution has a “Primary Intake” period during each academic year in which the majority of the enrollment occurs. Most institutions also have one or more smaller “Secondary Intake” periods. Our Peruvian institutions have their Primary Intake during the first calendar quarter and a Secondary Intake during the third calendar quarter. Institutions in our Mexico segment have their Primary Intake during the third calendar quarter and a Secondary Intake during the first calendar quarter. Our institutions in Peru are generally out of session in January, February and July, while institutions in Mexico are generally out of session in May through July. Revenues are recognized when classes are in session.

Principal Components of Income Statement

Revenues

The majority of our revenue is derived from tuition and educational services. The amount of tuition generated in a given period depends on the price per credit hour and the total credit hours or price per program taken by the enrolled student population. The price per credit hour varies by program, by market and by degree level. Additionally, varying levels of discounts and scholarships are offered depending on market-specific dynamics and individual achievements of our students. Revenues are recognized net of scholarships and other discounts, refunds and waivers. In addition to tuition revenues, we generate other revenues from student fees, dormitory/residency fees and other education-related activities. These other revenues are less material to our overall financial results and have a tendency to trend with tuition revenues. The main drivers of changes in revenues between periods are student enrollment and price. We continually monitor market conditions and carefully adjust our tuition rates to meet local demand levels. We proactively seek the best price and content combinations to remain competitive in all the markets in which we operate.

Direct Costs

Our direct costs include labor and operating costs associated with the delivery of services to our students, including the cost of wages, payroll taxes and benefits, depreciation and amortization, rent, utilities, bad debt expenses, and marketing and promotional costs to grow future enrollments. In general, a significant portion of our direct costs tend to be variable in nature and trend with enrollment, and management continues to monitor and improve the efficiency of instructional delivery.

General and Administrative Expenses

Our general and administrative expenses primarily consist of costs associated with corporate departments, including executive management, finance, legal, business development and other departments that do not provide direct operational services.

Factors Affecting Comparability

Acquisitions

Our past experiences provide us with the expertise to further our mission of providing high-quality, accessible and affordable higher education to students by expanding into new markets if opportunities arise. Acquisitions completed during one period affect the comparability to a prior period in which we did not own the acquired entity. Therefore, changes related to such entities are considered “incremental impact of acquisitions” for the first 12 months of our ownership. While we may consider acquisitions in the future if opportunities arise, we have not made any acquisitions in recent years, including from 2019 through 2021.

Dispositions

Any dispositions of our Continuing Operations affect the comparability of our financial statements from period to period. Dispositions completed during one period impact comparability to a prior period in which we owned the divested entity. Therefore, changes related to such entities are considered “incremental impact of dispositions” for the first 12 months subsequent to the disposition. As discussed above, all of the divestitures that are part of the strategic shifts are included in Discontinued Operations for all periods presented.

Foreign Exchange

While the USD is our reporting currency, our institutions are located in Mexico and Peru and operate in other functional currencies, namely the Mexican peso and Peruvian nuevo sol. We monitor the impact of foreign currency movements and the correlation between the local currency and the USD. Our revenues and expenses are generally denominated in local currency. The principal foreign exchange exposure is the risk related to the translation of revenues and expenses incurred in each country from the local currency into USD. See “Item 1A—Risk Factors—Risks Relating to Our Business—Our reported revenues and earnings may be negatively affected by the strengthening of the U.S. dollar and currency exchange rates.” In order to provide a framework for assessing how our business performed excluding the effects of foreign currency fluctuations, we present organic constant currency in our segment results, which is calculated using the change from prior-year average foreign exchange rates to current-year average foreign exchange rates, as applied to local-currency operating results for the current year, and then excludes the impact of acquisitions, divestitures and other items, as described in the segments results.

Seasonality

Our institutions have a summer break during which classes are generally not in session and minimal revenues are recognized. In addition to the timing of summer breaks, holidays such as Easter also have an impact on our academic calendar. Operating expenses, however, do not fully correlate to the enrollment and revenue cycles, as the institutions continue to incur expenses during summer breaks. Given the geographic diversity of our institutions and differences in timing of summer breaks, our second and fourth quarters are stronger revenue quarters as the majority of our institutions are in session for most of these respective quarters. Our first and third fiscal quarters are weaker revenue quarters because our institutions have summer breaks for some portion of one of these two quarters. However, our primary enrollment intakes occur during the first and third quarters. Due to this seasonality, revenues and profits in any one quarter are not necessarily indicative of results in subsequent quarters and may not be correlated to new enrollment in any one quarter. Additionally, seasonality may be affected due to other events that could change the academic calendar at our institutions. See “Item 1A—Risk Factors—Risks Relating to Our Business—We experience seasonal fluctuations in our results of operations.”

Income Tax Expense

Our consolidated income tax provision is derived based on the combined impact of federal, state and foreign income taxes. Also, discrete items can arise in the course of our operations that can further impact the Company’s effective tax rate for the period. Our tax rate fluctuates from period to period due to changes in the mix of earnings between our tax-paying entities and our loss-making entities for which it is not ‘more likely than not’ that a tax benefit will be realized on the loss. See “Item 1A—Risk Factors—Risks Relating to Our Business—We may have exposure to greater-than-anticipated tax liabilities.”

Results of the Discontinued Operations

The results of operations of the Discontinued Operations for the years ended December 31, 2021, 2020, and 2019 were as follows:

	For the year ended December 31,		
	2021	2020	2019
Revenues	\$ 543.0	\$ 1,674.6	\$ 2,540.0
Depreciation and amortization expense	—	(60.4)	(111.4)
Share-based compensation expense	(1.3)	(3.1)	(2.7)
Other direct costs	(433.1)	(1,313.3)	(2,026.2)
Loss on impairment of assets	(1.3)	(438.3)	(0.7)
Other non-operating expense	(22.3)	(68.6)	(70.7)
Gain on sale of discontinued operations before taxes, net	636.2	25.0	793.5
Pretax income (loss) of discontinued operations	721.2	(183.8)	1,121.8
Income tax expense	(234.3)	(114.3)	(33.7)
Income (loss) from discontinued operations, net of tax	\$ 486.9	\$ (298.1)	\$ 1,088.1

Year Ended December 31, 2021

On March 8, 2021, we sold our operations in Honduras, which resulted in an after-tax loss of \$1.7 million, including a working capital adjustment during the second quarter of 2021.

On January 25, 2018, we completed the sale of LEI Lie Ying Limited (LEILY). At the closing of the sale, a portion of the total transaction value was paid into an escrow account, to be distributed to the Company pursuant to the terms and conditions of the escrow agreement. In April 2021, the Company received 168.3 million Hong Kong Dollars (approximately \$21.7 million at the date of receipt), which represented payment in full for the remainder of the escrow account and resulted in a pretax gain of approximately \$13.6 million.

During the first quarter of 2021, we recorded a loss of approximately \$32.4 million in order to adjust the carrying value of our Brazil disposal group to its estimated fair value less costs to sell as of March 31, 2021. This loss is included in Gain on sale of discontinued operations before taxes, net.

On May 28, 2021, we completed the sale of our operations in Brazil, which resulted in a pre-tax gain of \$33.0 million, including working capital and purchase price adjustments that were completed during the third and fourth quarters of 2021, and contingent consideration that was recognized during the fourth quarter of 2021.

On August 12, 2021, we completed the sale of Walden University, which resulted in a pre-tax gain of \$619.4 million, including a working capital settlement completed during the fourth quarter of 2021. In addition, the Company recognized estimated tax expense of approximately \$278.0 million.

Year Ended December 31, 2020

On January 10, 2020, we sold our operations in Costa Rica, which resulted in an additional pre-tax loss of approximately \$18.6 million. Together with the 2019 loss described below, the total loss on the sale of Costa Rica was approximately \$43.6 million.

On March 6, 2020, we sold the operations of NewSchool of Architecture and Design, LLC (NSAD), which resulted in a pre-tax loss of approximately \$5.9 million.

During the second quarter of 2020, we recorded impairment charges of \$418.0 million related to our Chilean operations, in order to write down the carrying value of their assets to their estimated fair value, and \$3.3 million related to the Brazil enrollment to graduation (E2G) software assets. We also recorded a loss of \$10.0 million on the held-for-sale Honduras disposal group, in order to write down the carrying value of the group to its estimated fair value, which is included in Gain on sale of discontinued operations before taxes, net.

During the third quarter of 2020, we recorded a loss of approximately \$190.0 million related to our Brazil operations in order to write down the carrying value of Brazil's disposal group to its estimated fair value. We also recorded an additional loss of \$10.0 million related to our held-for-sale Honduras group, in order to write down its carrying value to the estimated fair value based on the sale agreement that was signed in October 2020. These losses are included in Gain on sale of discontinued operations before taxes, net.

On September 10, 2020, we completed the divestiture of our operations in Chile, resulting in a pre-tax loss of approximately \$338.2 million that relates primarily to the accumulated foreign currency translation losses associated with the Chilean operations.

On September 29, 2020, we completed the sale of our operations in Malaysia, which resulted in a pre-tax gain of approximately \$47.9 million.

In early October 2020, we received a payment for \$8.4 million, representing a portion of the \$15.0 million deferred purchase price related to the sale of our operations in Turkey in August 2019. At the time of the sale, the Company determined that this deferred purchase price would be recognized if collected.

On November 3, 2020, we completed the sale of our Australia and New Zealand operations, which resulted in a pre-tax gain of approximately \$555.8 million.

During the fourth quarter of 2020, we recorded an additional loss of approximately \$15.0 million in order to adjust the carrying value of our Brazil's disposal group to its estimated fair value less costs to sell as of December 31, 2020. This loss is included in Gain on sale of discontinued operations before taxes, net.

Year Ended December 31, 2019

On February 1, 2019, we sold the operations of St. Augustine, which resulted in a gain of approximately \$223.0 million.

On February 12, 2019, we sold our operations in Thailand, which resulted in a gain of approximately \$10.8 million.

On January 25, 2018, we completed the sale of LEILY. During the first quarter of 2019, a legal matter, for which the Company had indemnified the buyer and recorded a contingent liability, was settled with no cost to the Company. Accordingly, the Company reversed the liability and recognized additional gain on the sale of LEILY of approximately \$13.7 million.

On April 8, 2019, we sold Monash South Africa as well as the real estate associated with that institution, which resulted in a gain of approximately \$2.3 million.

On May 9, 2019, we sold our operations in India, which resulted in a gain of approximately \$19.5 million.

On May 31, 2019, we sold our institutions in Spain and Portugal, which resulted in a gain of approximately \$615.0 million.

On August 27, 2019, we sold our operations in Turkey, which resulted in a loss of approximately \$37.7 million.

During the third quarter of 2019, we recorded a loss of approximately \$25.0 million on the held-for-sale Costa Rica disposal group, in order to write down its carrying value to the estimated fair value. This loss is included in Gain on sale of discontinued operations before taxes, net.

In October 2019, we sold Universidad Interamericana de Panamá (UIP), in addition to real estate which served as the campus of UIP, and recognized a gain of approximately \$21.0 million.

On November 1, 2019, we sold UniNorte, a traditional higher education institution in Manaus, Brazil, which resulted in a loss on sale of approximately \$0.3 million.

During the fourth quarter of 2019, we recorded a loss of approximately \$17.8 million related to the held-for-sale Honduras disposal group, in order to write down its carrying value to the estimated fair value. This loss is included in Gain on sale of discontinued operations before taxes, net.

Results of Operations

The following discussion of the results of our operations is organized as follows:

- Summary Comparison of Consolidated Results;
- Non-GAAP Financial Measure; and
- Segment Results.

Summary Comparison of Consolidated Results

Discussion of Significant Items Affecting the Consolidated Results for the Years Ended December 31, 2021, 2020 and 2019

Year Ended December 31, 2021

In March 2021, the Company decided that, during 2021, it would wind down certain support functions related to the Laureate network and would no longer invest in and support the Laureate tradename beyond 2021. As a result, the Company tested the asset for impairment and estimated the fair value of the tradename asset using the relief-from-royalty method, based on the projected revenues for each business over the estimated remaining useful life of the asset. As a result of the impairment test, the Company concluded that the estimated fair value of the Laureate tradename was less than its carrying value by approximately \$51.4 million and recorded an impairment charge for that amount.

During the second quarter of 2021, the Company fully repaid the remaining balance outstanding under its Senior Notes due 2025 using a portion of the proceeds received from the sales of its operations in Australia and New Zealand and Brazil. In connection with the debt repayment, the Company recorded a loss on debt extinguishment of \$77.9 million, related to the redemption premium paid and the write off of the unamortized deferred financing costs associated with the repaid debt balances. This loss is included in Other non-operating expense in the table below.

In November 2020, in connection with the signing of the sale agreement for our Brazil operations, the Company entered into six BRL-to-USD swap agreements to mitigate the risk of foreign currency exposure on the expected proceeds from the sale. The sale of our Brazil operations closed on May 28, 2021. On June 2, 2021, the Company settled the swap agreements, which resulted in a realized loss on derivatives of \$24.5 million. This loss is included in Other non-operating expense in the table below.

In December 2021, the Company completed a lease termination agreement with the landlord of our Kendall property in Chicago, Illinois. In connection with the lease termination agreement, we recorded a loss of approximately \$25.8 million, which is included in Excellence-in-Process (EiP) expenses within Operating (loss) income in the table below.

Year Ended December 31, 2020

During the first quarter of 2020, the Company recorded an impairment charge of \$3.8 million primarily related to the write-off of capitalized curriculum development costs for a program that the Company decided to stop developing.

During the second quarter of 2020, the Company recorded an impairment charge of approximately \$23.8 million related to the Brazil enrollment to graduation cycle (E2G) software assets that were recorded on the Corporate segment, as described in Note 7, Goodwill and Other Intangible Assets, in our consolidated financial statements included elsewhere in this Form 10-K.

During the third quarter of 2020, the Company recognized an impairment charge of \$320.0 million on the Laureate tradename, an intangible asset, as described in Note 7, Goodwill and Other Intangible Assets, in our consolidated financial statements included elsewhere in this Form 10-K.

In November 2020, Universidad del Valle de Mexico, SC, a wholly owned subsidiary of the Company, signed an agreement to sell the land and buildings of Campus Guadalajara Norte, after a decision was made to relocate all students of Campus Guadalajara Norte to the nearby Campus Zapopan in Jalisco, Mexico. The total purchase price was approximately \$13.9 million, prior to transaction fees. The Company recognized a pre-tax operating gain on the sale of this property and equipment of approximately \$5.8 million, which is included in Direct costs in the table below.

During the fourth quarter of 2020, the Company dissolved a dormant subsidiary, resulting in the release of accumulated foreign currency translation loss of approximately \$6.1 million. This loss is included in Other non-operating expense in the table below and is part of Continuing Operations as this entity was not part of the strategic shifts described above in Overview.

Year Ended December 31, 2019

During the first quarter of 2019, we used approximately \$340.0 million of the net proceeds from the sale of St. Augustine to repay a portion of our term loan that had a maturity date of April 2024 (the 2024 Term Loan). In connection with this debt repayment, the Company recorded a loss on debt extinguishment of \$6.3 million, primarily related to the write off of a pro-rata portion of the unamortized deferred financing costs associated with the repaid debt balances. This loss is included in Other non-operating expense in the table below.

During the second quarter of 2019, we fully repaid the remaining balance outstanding under our 2024 Term Loan, using the proceeds received from the sales of our operations in India, Spain and Portugal. The remaining proceeds were used to repay borrowings outstanding under the senior secured revolving credit facility. In connection with these debt repayments, the Company recorded a loss on debt extinguishment of \$15.6 million related to the write off of a pro-rata portion of the unamortized deferred financing costs associated with the repaid debt balances, as well as the debt discount associated with the 2024 Term Loan. This loss is included in Other non-operating expense in the table below.

During the third and fourth quarters of 2019, we dissolved several dormant subsidiaries, resulting in the release of accumulated foreign currency translation loss of approximately \$37.5 million. This loss is included in Other non-operating expense in the table below and is part of Continuing Operations as these entities were not part of the strategic shifts described above in Overview.

Comparison of Consolidated Results for the Years Ended December 31, 2021, 2020 and 2019

(in millions)	2021	2020	2019	% Change Better/(Worse)	
				2021 vs. 2020	2020 vs. 2019
Revenues	\$ 1,086.7	\$ 1,024.9	\$ 1,212.1	6 %	(15)%
Direct costs	814.5	802.5	949.5	(1)%	15 %
General and administrative expenses	204.4	199.8	226.3	(2)%	12 %
Loss on impairment of assets	72.5	352.0	0.2	79 %	nm
Operating (loss) income	(4.6)	(329.3)	36.0	99 %	nm
Interest expense, net of interest income	(41.9)	(98.7)	(121.7)	58 %	19 %
Other non-operating expense	(91.0)	(22.8)	(33.9)	nm	33 %
Loss from continuing operations before income taxes and equity in net income of affiliates	(137.5)	(450.8)	(119.7)	69 %	nm
Income tax (expense) benefit	(145.6)	130.1	(31.0)	nm	nm
Equity in net income of affiliates, net of tax	—	0.2	0.2	(100)%	— %
Loss from continuing operations	(283.1)	(320.6)	(150.5)	12 %	(113)%
Income (loss) from discontinued operations, net of tax	486.9	(298.1)	1,088.1	nm	(127)%
Net income (loss)	203.8	(618.7)	937.7	133 %	(166)%
Net (income) loss attributable to noncontrolling interests	(11.3)	5.4	0.8	nm	nm
Net income (loss) attributable to Laureate Education, Inc.	\$ 192.4	\$ (613.3)	\$ 938.5	131 %	(165)%

nm - percentage changes not meaningful

For further details on certain discrete items discussed below, see “Discussion of Significant Items Affecting the Consolidated Results.”

Comparison of Consolidated Results for the Year Ended December 31, 2021 to the Year Ended December 31, 2020

Revenues increased by \$61.8 million to \$1,086.7 million for 2021 from \$1,024.9 million for 2020. Average total enrollment at a majority of our institutions, mainly in our Peru segment, increased during 2021, increasing revenues by \$75.2 million compared to 2020. The increase in average total enrollment in Peru was attributable to a robust primary intake cycle during 2021 and increased retention rates. Additionally, the effect of changes in tuition rates and enrollments in programs at varying price points (“product mix”), pricing and timing increased revenues by \$19.6 million compared to 2020. These increases in revenues were partially offset by the effect of a net change in foreign currency exchange rates, which decreased revenues by \$34.8 million, due to weakening of the Peruvian nuevo sol against the USD. Other Corporate and Eliminations changes accounted for an increase in revenues of \$1.8 million.

Direct costs and general and administrative expenses combined increased by \$16.6 million to \$1,018.9 million for 2021 from \$1,002.3 million for 2020. The effect of operational changes increased direct costs by \$42.0 million compared to 2020, mainly driven by higher amortization expense at Corporate, mostly related to the amortization of the finite-lived tradename. Changes in acquisition-related contingent liabilities for taxes other-than-income tax, net of changes in indemnification assets resulted in a year-over-year increase in costs of \$7.8 million. These increases in direct costs were partially offset by a decrease in EiP implementation expense, which decreased direct costs by \$14.2 million, driven by cost-saving initiatives. Additionally, the effect of a net change in foreign currency exchange rates decreased costs by \$12.2 million compared to 2020. Other Corporate and Eliminations expenses accounted for a decrease in costs of \$6.8 million in 2021, related to cost-reduction efforts.

Operating loss decreased by \$324.7 million to \$4.6 million for 2021 from \$329.3 million for 2020. This change was primarily a result of lower impairment charges of \$279.5 million, mainly related to the Laureate tradename impairment recognized during 2020. Additionally, operating income at our Peru and Mexico segments increased during 2021 compared to 2020.

Interest expense, net of interest income decreased by \$56.8 million to \$41.9 million for 2021 from \$98.7 million for 2020. The decrease in interest expense was primarily attributable to lower average debt balances as a result of debt repayments.

Other non-operating expense increased by \$68.2 million to \$91.0 million for 2021 from \$22.8 million for 2020. This increase was attributable to a higher loss on debt extinguishment of \$77.3 million, primarily related to the repayment of the Senior Notes due 2025 during 2021. This increase in other non-operating expense was partially offset by: (1) a lower loss on disposal of subsidiaries of \$6.7 million; (2) a lower loss on derivative instruments during 2021 of \$1.5 million; (3) a decrease in foreign currency exchange gain of \$0.3 million; and (4) a decrease in other non-operating expense of \$0.6 million.

Income tax (expense) benefit changed by \$275.7 million to an expense of \$(145.6) million for 2021 from a benefit of \$130.1 million for 2020. This change was attributable to tax expense recorded in 2021 of approximately \$35.7 million related to amended returns filed for the Company's election to exclude certain foreign income of foreign corporations from GILTI. In the prior year the Company recorded a \$70.9 million tax benefit for this item, resulting in a year-over-year change of approximately \$106.6 million. In addition, the decrease in pre-tax loss in the current year resulted in \$76.9 million of less tax benefit as compared to 2020. Additionally, there was a year-over-year increase in state tax expense of \$41.3 million and a year-over-year increase in withholding taxes of \$30.0 million.

Income (loss) from discontinued operations, net of tax changed by \$785.0 million to income of \$486.9 million for 2021 from a loss of \$(298.1) million for 2020. This change was primarily driven by the gain on sale of Walden University during 2021, combined with impairment charges recorded during 2020 and charges recorded during 2020 to write down certain held-for-sale disposal groups to fair value. See Overview for further detail on results of the Discontinued Operations.

Net (income) loss attributable to noncontrolling interests changed by \$16.7 million to income of \$(11.3) million for 2021 from a loss of \$5.4 million for 2020. This change was primarily related to our previous joint venture in Saudi Arabia and the income effect to noncontrolling interests that resulted in 2021 from the settlement of certain intercompany transactions.

Comparison of Consolidated Results for the Year Ended December 31, 2020 to the Year Ended December 31, 2019

Revenues decreased by \$187.2 million to \$1,024.9 million for 2020 from \$1,212.1 million for 2019. The effect of a net change in foreign currency exchange rates decreased revenues by \$81.8 million, due to weakening of the Mexican peso and the Peruvian nuevo sol against the USD. Average total enrollment at a majority of our institutions decreased during 2020, reducing revenues by \$62.3 million compared to 2019. The effect of product mix, pricing and timing decreased revenues by \$38.0 million, mainly driven by an increase in discounts and scholarships as a percentage of revenues in 2020 compared to 2019. Other Corporate and Eliminations changes accounted for a decrease in revenues of \$5.1 million.

Direct costs and general and administrative expenses combined decreased by \$173.5 million to \$1,002.3 million for 2020 from \$1,175.8 million for 2019. The effect of a net change in foreign currency exchange rates decreased costs by \$61.1 million. The effect of operational changes decreased direct costs by \$75.8 million compared to 2019. Other Corporate and Eliminations expenses accounted for a decrease in costs of \$50.4 million in 2020, related to cost-reduction efforts. Changes in acquisition-related contingent liabilities for taxes other-than-income tax, net of changes in recorded indemnification assets resulted in a year-over-year decrease in costs of \$0.8 million. These decreases in direct costs were partially offset by EIP implementation expense, which increased direct costs by \$14.6 million.

Operating (loss) income changed by \$365.3 million to loss of \$(329.3) million for 2020 from income of \$36.0 million for 2019. This change was primarily a result of the impairment charges of \$352.0 million during 2020 and operating loss at our Mexico segment for 2020 compared to operating income for 2019, partially offset by lower 2020 operating expenses at Corporate.

Interest expense, net of interest income decreased by \$23.0 million to \$98.7 million for 2020 from \$121.7 million for 2019. The decrease in interest expense was primarily attributable to lower average debt balances.

Other non-operating expense decreased by \$11.1 million to \$22.8 million for 2020 from \$33.9 million for 2019. This decrease was attributable to: (1) a decrease in loss on debt extinguishment of \$22.0 million, primarily related to the repayment of the 2024 Term Loan during 2019; (2) a foreign currency exchange gain for 2020 compared to a loss for 2019, for a change of \$21.6 million; and (3) a decrease in loss on disposal of subsidiaries of \$13.2 million. These decreases in other non-operating expense were partially offset by a loss on derivative instruments for 2020 compared to a gain for 2019, for a change of \$34.3 million, and other non-operating expense for 2020 compared to income for 2019, for a change of \$11.4 million, primarily attributable to non-operating income recorded during 2019 related to the sale of an equity security held at Corporate.

Income tax benefit (expense) changed by \$161.1 million to a benefit of \$130.1 million for 2020 from an expense of \$(31.0) million for 2019. This change was primarily attributable to a \$75.1 million benefit due to the increase in pretax loss, a tax benefit of approximately \$70.9 million related to the Company's election to exclude certain foreign income of foreign corporations from GILTI, and a tax benefit for release of valuation allowances for state deferred tax assets of \$32.3 million, partially offset by a tax expense of approximately \$32.4 million that was recognized during 2020 related to the tax-basis step up of certain intellectual property that became subject to taxation in the Netherlands.

(Loss) income from discontinued operations, net of tax changed by \$1,386.2 million to a loss of \$(298.1) million for 2020, from income of \$1,088.1 million for 2019, primarily driven by lower gains upon the completion of divestitures in 2020 as compared to 2019, combined with higher losses recorded during 2020 for discontinued operations due to impairments and charges to write held-for-sale disposal groups down to fair value. See Overview for further detail on results of the Discontinued Operations.

Net loss attributable to noncontrolling interests increased by \$4.6 million to \$5.4 million for 2020 from \$0.8 million for 2019. This change was primarily related to our previous joint venture in Saudi Arabia.

Non-GAAP Financial Measure

We define Adjusted EBITDA as income (loss) from continuing operations, *before* equity in net (income) loss of affiliates, net of tax, income tax expense (benefit), (gain) loss on sale or disposal of subsidiaries, net, foreign currency exchange (gain) loss, net, other (income) expense, net, loss (gain) on derivatives, loss on debt extinguishment, interest expense and interest income, *plus* depreciation and amortization, share-based compensation expense, loss on impairment of assets and expenses related to our Excellence-in-Process (EiP) initiative. When we review Adjusted EBITDA on a segment basis, we exclude inter-segment revenues and expenses that eliminate in consolidation. Adjusted EBITDA is used in addition to and in conjunction with results presented in accordance with GAAP and should not be relied upon to the exclusion of GAAP financial measures.

Adjusted EBITDA is a key measure used by our management and Board of Directors to understand and evaluate our core operating performance and trends, to prepare and approve our annual budget and to develop short- and long-term operational

plans. In particular, the exclusion of certain expenses in calculating Adjusted EBITDA can provide a useful measure for period-to-period comparisons of our core business. Additionally, Adjusted EBITDA is a key financial measure used by the compensation committee of our Board of Directors and our Chief Executive Officer in connection with the payment of incentive compensation to our executive officers and other members of our management team. Accordingly, we believe that Adjusted EBITDA provides useful information to investors and others in understanding and evaluating our operating results in the same manner as our management and Board of Directors.

The following table presents Adjusted EBITDA and reconciles loss from continuing operations to Adjusted EBITDA for the years ended December 31, 2021, 2020 and 2019:

<i>(in millions)</i>	2021	2020	2019	% Change Better/(Worse)	
				2021 vs. 2020	2020 vs. 2019
Loss from continuing operations	\$ (283.1)	\$ (320.6)	\$ (150.5)	12 %	(113)%
Plus:					
Equity in net income of affiliates, net of tax	—	(0.2)	(0.2)	(100)%	— %
Income tax expense (benefit)	145.6	(130.1)	31.0	nm	nm
Loss from continuing operations before income taxes and equity in net income of affiliates	(137.5)	(450.8)	(119.7)	69 %	nm
Plus:					
Loss on disposal of subsidiaries, net	0.6	7.3	20.4	92 %	64 %
Foreign currency exchange (gain) loss, net	(13.8)	(13.5)	8.1	2 %	nm
Other expense (income), net	1.7	2.4	(8.9)	29 %	(127)%
Loss (gain) on derivatives	24.5	26.0	(8.3)	6 %	nm
Loss on debt extinguishment	77.9	0.6	22.6	nm	97 %
Interest expense	46.3	100.9	125.0	54 %	19 %
Interest income	(4.4)	(2.2)	(3.3)	100 %	(33)%
Operating (loss) income	(4.6)	(329.3)	36.0	99 %	nm
Plus:					
Depreciation and amortization	101.2	83.1	82.0	(22)%	(1)%
EBITDA	96.6	(246.2)	118.0	139 %	nm
Plus:					
Share-based compensation expense ^(a)	8.9	10.2	10.3	13 %	1 %
Loss on impairment of assets ^(b)	72.5	352.0	0.2	79 %	nm
EiP implementation expenses ^(c)	75.4	89.6	75.0	16 %	(19)%
Adjusted EBITDA	\$ 253.4	\$ 205.7	\$ 203.6	23 %	1 %

nm - percentage changes not meaningful

^(a) Represents non-cash, share-based compensation expense pursuant to the provisions of ASC 718, “Stock Compensation.”

^(b) Represents non-cash charges related to impairments of long-lived assets. For further details on certain impairment items see “Discussion of Significant Items Affecting the Consolidated Results for the Years Ended December 31, 2021, 2020 and 2019.”

^(c) EiP implementation expenses are related to our enterprise-wide initiative to optimize and standardize Laureate’s processes, creating vertical integration of procurement, information technology, finance, accounting and human resources. It included the establishment of regional shared services organizations (SSOs), as well as improvements to the Company’s system of internal controls over financial reporting. The EiP initiative also includes other back- and mid-office areas, as well as certain student-facing activities, expenses associated with streamlining the organizational structure, an enterprise-wide program aimed at revenue growth, and certain non-recurring costs incurred in connection with the dispositions. As of December 31, 2021, the EiP initiative had been completed. The only EiP expenses expected in 2022 are those related to the run out of programs that began in prior periods.

Comparison of Depreciation and Amortization, Share-based Compensation and EiP Implementation Expenses for the Years Ended December 31, 2021 and 2020

Depreciation and amortization increased by \$18.1 million to \$101.2 million for 2021 from \$83.1 million for 2020. This increase was primarily attributable to amortization of Laureate's tradename which, during 2020, changed from being an indefinite-lived intangible asset to being a finite-lived intangible asset. When combined with other items, this increased depreciation and amortization expense by \$19.3 million. Partially offsetting this increase was the effect of foreign currency exchange, which decreased depreciation and amortization expense by \$1.2 million for 2021, as compared to 2020.

Share-based compensation expense decreased by \$1.3 million to \$8.9 million for 2021 from \$10.2 million for 2020.

EiP implementation expenses decreased by \$14.2 million to \$75.4 million for 2021 from \$89.6 million for 2020. This decrease was primarily attributable to lower costs during 2021 associated with an enterprise-wide program aimed at revenue growth, combined with lower severance costs and lower legal and consulting fees related to our divestiture activity. The decreases in EiP costs were partially offset by the cost associated with the lease buyout for our Kendall property in Chicago, Illinois, and lease termination for our previous Corporate headquarters in 2021.

Comparison of Depreciation and Amortization, Share-based Compensation and EiP Implementation Expenses for the Years Ended December 31, 2020 and 2019

Depreciation and amortization increased by \$1.1 million to \$83.1 million for 2020 from \$82.0 million for 2019. This increase was primarily attributable to amortization of Laureate's tradename which, during 2020, changed from being an indefinite-lived intangible asset to being a finite-lived intangible asset. When combined with other items, this increased depreciation and amortization expense by \$5.5 million. Partially offsetting this increase was the effect of foreign currency exchange, which decreased depreciation and amortization expense by \$4.4 million for 2020, as compared to 2019.

Share-based compensation expense decreased by \$0.1 million to \$10.2 million for 2020 from \$10.3 million for 2019.

EiP implementation expenses increased by \$14.6 million to \$89.6 million for 2020 from \$75.0 million for 2019. This increase was primarily attributable to higher legal and consulting fees related to our divestiture activity and the inclusion in EiP of expenses associated with an enterprise-wide program aimed at revenue growth.

Segment Results

We have two reportable segments: Mexico and Peru, as discussed in Overview. For purposes of the following comparison of results discussion, “*segment direct costs*” represent direct costs incurred by the segment as they are included in Adjusted EBITDA, such that depreciation and amortization expense, loss on impairment of assets, share-based compensation expense and our EIP implementation expenses have been excluded. Organic enrollment is based on average total enrollment for the period. For a further description of our segments, see Overview.

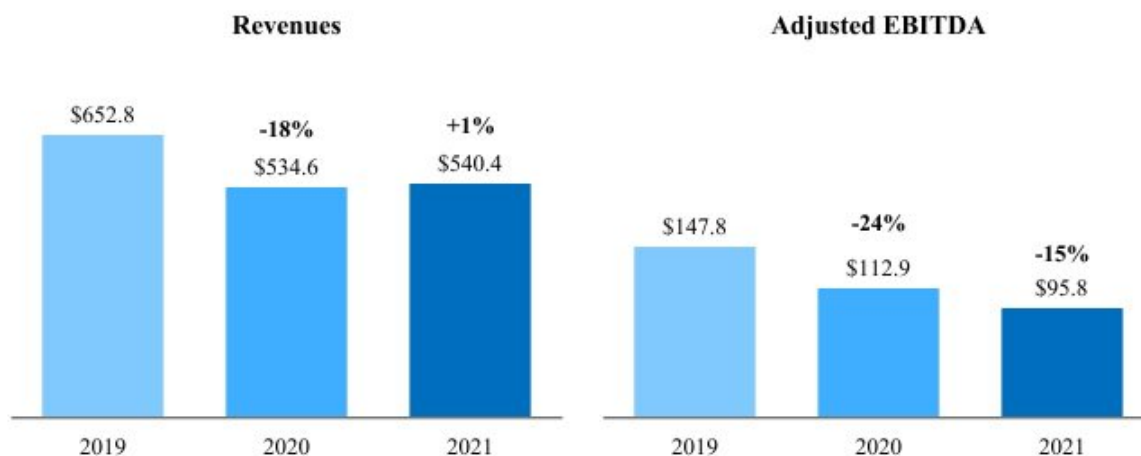
The following tables, derived from our consolidated financial statements included elsewhere in this Form 10-K, present selected financial information of our reportable segments:

(in millions)

For the year ended December 31,	2021	2020	2019	% Change Better/(Worse)	
				2021 vs. 2020	2020 vs. 2019
Revenues:					
Mexico	\$ 540.4	\$ 534.6	\$ 652.8	1 %	(18) %
Peru	537.1	482.9	546.8	11 %	(12) %
Corporate	9.2	7.4	12.5	24 %	(41) %
Consolidated Total Revenues	\$ 1,086.7	\$ 1,024.9	\$ 1,212.1	6 %	(15) %
Adjusted EBITDA:					
Mexico	\$ 95.8	\$ 112.9	\$ 147.8	(15) %	(24) %
Peru	245.7	189.5	197.8	30 %	(4) %
Corporate	(88.1)	(96.7)	(142.0)	9 %	32 %
Consolidated Total Adjusted EBITDA	\$ 253.4	\$ 205.7	\$ 203.6	23 %	1 %

Mexico

Financial Overview



Comparison of Mexico Results for the Year Ended December 31, 2021 to the Year Ended December 31, 2020

(in millions)	Revenues	Direct Costs	Adjusted EBITDA
December 31, 2020	\$ 534.6	\$ 421.7	\$ 112.9
Organic enrollment ⁽¹⁾	—		
Product mix, pricing and timing ⁽¹⁾	(21.2)		
Organic constant currency	(21.2)	(5.6)	(15.6)
Foreign exchange	27.0	20.6	6.4
Dispositions	—	—	—
Other ⁽²⁾	—	7.9	(7.9)
December 31, 2021	\$ 540.4	\$ 444.6	\$ 95.8

⁽¹⁾ Organic enrollment and Product mix, pricing and timing are not separable for the calculation of direct costs and therefore are combined and defined as Organic constant currency for the calculation of Adjusted EBITDA.

⁽²⁾ Other is composed of acquisition-related contingent liabilities for taxes other-than-income tax, net of changes in recorded indemnification assets.

Revenues increased by \$5.8 million, a 1% increase from 2020.

- The Mexican peso strengthened against the USD during 2021 compared to 2020, increasing revenue by \$27.0 million.
- Organic enrollment during 2021 remained relatively flat compared to 2020.
- The decrease in revenues from product mix, pricing and timing was mainly due to an increase in discounts and scholarships as a percentage of revenues.
- Revenues represented 50% of our consolidated total revenues for 2021, compared to 53% for 2020.

Adjusted EBITDA decreased by \$17.1 million, a 15% decrease from 2020.

- The decrease in Adjusted EBITDA includes the year-over-year effect of a gain of \$5.8 million from the sale of land and buildings at one of our campuses in 2020, which is included in Organic constant currency.

Comparison of Mexico Results for the Year Ended December 31, 2020 to the Year Ended December 31, 2019

(in millions)	Revenues	Direct Costs	Adjusted EBITDA
December 31, 2019	\$ 652.8	\$ 505.0	\$ 147.8
Organic enrollment ⁽¹⁾	(28.8)		
Product mix, pricing and timing ⁽¹⁾	(31.0)		
Organic constant currency	(59.8)	(38.8)	(21.0)
Foreign exchange	(58.4)	(43.7)	(14.7)
Dispositions	—	—	—
Other ⁽²⁾	—	(0.8)	0.8
December 31, 2020	\$ 534.6	\$ 421.7	\$ 112.9

⁽¹⁾ Organic enrollment and Product mix, pricing and timing are not separable for the calculation of direct costs and therefore are combined and defined as Organic constant currency for the calculation of Adjusted EBITDA.

⁽²⁾ Other is composed of acquisition-related contingent liabilities for taxes other-than-income tax, net of changes in recorded indemnification assets.

Revenues decreased by \$118.2 million, an 18% decrease from 2019.

- Organic enrollment decreased during 2020 by 4%, which decreased revenues by \$28.8 million, mainly due to impacts from the COVID-19 pandemic.
- The decrease in revenues from product mix, pricing and timing was mainly due to an increase in discounts and scholarships as a percentage of revenues.
- Revenues represented 53% of our consolidated total revenues for 2020 compared to 54% for 2019.

Adjusted EBITDA decreased by \$34.9 million, a 24% decrease from 2019.

- The overall decrease in Adjusted EBITDA was partially offset by a gain of \$5.8 million from the sale of land and buildings at one of our campuses in 2020. This gain is included in Organic constant currency.

Peru

Financial Overview



Comparison of Peru Results for the Year Ended December 31, 2021 to the Year Ended December 31, 2020

(in millions)	Revenues	Direct Costs	Adjusted EBITDA
December 31, 2020	\$ 482.9	\$ 293.4	\$ 189.5
Organic enrollment ⁽¹⁾	75.2		
Product mix, pricing and timing ⁽¹⁾	40.8		
Organic constant currency	116.0	29.7	86.3
Foreign exchange	(61.8)	(31.6)	(30.2)
Dispositions	—	—	—
Other	—	(0.1)	0.1
December 31, 2021	\$ 537.1	\$ 291.4	\$ 245.7

⁽¹⁾ Organic enrollment and Product mix, pricing and timing are not separable for the calculation of direct costs and therefore are combined and defined as Organic constant currency for the calculation of Adjusted EBITDA.

⁽²⁾ Other is composed of acquisition-related contingent liabilities for taxes other-than-income tax, net of changes in recorded indemnification assets.

Revenues increased by \$54.2 million, an 11% increase from 2020.

- Organic enrollment increased during 2021 by 16%, increasing revenues by \$75.2 million, mainly driven by a robust primary intake cycle during 2021 and increased retention rates.
- Revenue represented 50% of our consolidated total revenues for 2021 compared to 47% for 2020.

Adjusted EBITDA increased by \$56.2 million, a 30% increase from 2020.

Comparison of Peru Results for the Year Ended December 31, 2020 to the Year Ended December 31, 2019

<i>(in millions)</i>	Revenues	Direct Costs	Adjusted EBITDA
December 31, 2019	\$ 546.8	\$ 349.0	\$ 197.8
Organic enrollment ⁽¹⁾	(33.5)		
Product mix, pricing and timing ⁽¹⁾	(7.0)		
Organic constant currency	(40.5)	(42.6)	2.1
Foreign exchange	(23.4)	(13.0)	(10.4)
Dispositions	—	—	—
Other	—	—	—
December 31, 2020	\$ 482.9	\$ 293.4	\$ 189.5

⁽¹⁾ Organic enrollment and Product mix, pricing and timing are not separable for the calculation of direct costs and therefore are combined and defined as Organic constant currency for the calculation of Adjusted EBITDA.

Revenues decreased by \$63.9 million, a 12% decrease from 2019.

- Organic enrollment decreased during 2020 by 7%, decreasing revenues by \$33.5 million, mainly due to impacts from the COVID-19 pandemic.
- The decrease in revenues from product mix, pricing and timing was mainly due to an increase in discounts and scholarships as a percentage of revenues.
- Revenues represented 47% of our consolidated total revenues for 2020 compared to 46% for 2019.

Adjusted EBITDA decreased by \$8.3 million, a 4% decrease from 2019.

Corporate

Corporate revenues primarily include our transition services agreements related to divestitures and centralized IT costs charged to other business units, partially offset by the elimination of inter-segment revenues.

Operating results for Corporate for the years ended December 31, 2021, 2020 and 2019 were as follows:

<i>(in millions)</i>	2021	2020	2019	% Change Better/(Worse)	
				2021 vs. 2020	2020 vs. 2019
Revenues	\$ 9.2	\$ 7.4	\$ 12.5	24 %	(41) %
Expenses	97.3	104.1	154.5	7 %	33 %
Adjusted EBITDA	\$ (88.1)	\$ (96.7)	\$ (142.0)	9 %	32 %

Comparison of Corporate Results for the Year Ended December 31, 2021 to the Year Ended December 31, 2020

Adjusted EBITDA increased by \$8.6 million, a 9% increase from 2020.

- Labor costs and other professional fees decreased expenses by \$23.3 million for 2021 compared to 2020, related to cost-reduction efforts. Other items accounted for a decrease in Adjusted EBITDA of \$14.7 million.

Comparison of Corporate Results for the Year Ended December 31, 2020 to the Year Ended December 31, 2019

Adjusted EBITDA increased by \$45.3 million, a 32% increase from 2019.

- Labor costs and other professional fees decreased expenses by \$55.5 million for 2020 compared to 2019, related to cost-reduction efforts.
- Other items accounted for a decrease in Adjusted EBITDA of \$10.2 million, primarily related to a reduction in revenues from the joint venture with the University of Liverpool.

Liquidity and Capital Resources

Liquidity Sources

We anticipate that cash flow from operations and available cash will be sufficient to meet our current operating requirements and manage our liquidity needs, including any effects on the Company's business operations that arise from the COVID-19 pandemic, for at least the next 12 months from the date of issuance of this report.

We continue to assess our liquidity needs as a result of the COVID-19 pandemic. A continued worldwide disruption could materially affect our future access to liquidity sources, particularly our cash flows from operations, as well as our financial condition and capitalization. In the event of a sustained market deterioration, we may need additional liquidity, which would require us to evaluate available alternatives and take appropriate actions, such as obtaining additional financing. The Company will continue to evaluate its financial position in light of future developments, particularly those relating to the COVID-19 pandemic.

Our primary source of cash is revenue from tuition charged to students in connection with our various education program offerings. Essentially all of our revenues are generated from private pay sources as there are no material government-sponsored loan programs in Mexico or Peru. We anticipate generating sufficient cash flow from operations in the countries in which we operate to satisfy the working capital and financing needs of our organic growth plans for each country. If our educational institutions within one country were unable to maintain sufficient liquidity, we would consider using internal cash resources or reasonable short-term working capital facilities to accommodate any short- to medium-term shortfalls.

As of December 31, 2021, our secondary source of liquidity was cash and cash equivalents of \$324.8 million. Our cash accounts are maintained with high-quality financial institutions with no significant concentration in any one institution.

The Company also maintains a revolving credit facility with a syndicate of financial institutions as a source of liquidity. The revolving credit facility provides for borrowings of \$410.0 million and has a maturity date of October 7, 2024. From time to time, we draw down on the revolver, and, in accordance with the terms of the credit agreement, any proceeds drawn on the revolving credit facility may be used for general corporate purposes.

If certain conditions are satisfied, the Third Amended and Restated Credit Agreement (the Third A&R Credit Agreement) also provides for incremental revolving and term loan facilities, at the request of the Company, not to exceed (i) the greater of (a) \$565.0 million and (b) 100% of the consolidated EBITDA of the Company, plus (ii) additional amounts so long as both immediately before and after giving effect to such incremental facilities the Company's Consolidated Senior Secured Debt to Consolidated EBITDA ratio, as defined in the Third A&R Credit Agreement, on a pro forma basis, does not exceed 2.75x, plus, (iii) the aggregate amounts of any voluntary repayments of term loans, if any, and aggregate amount of voluntary repayments of revolving credit facilities that are accompanied by a corresponding termination or reduction of revolving credit commitments.

Completed Sale Transactions

On March 8, 2021, we completed the divestiture of our operations in Honduras and received proceeds of approximately \$24.0 million, net of cash sold and closing costs.

In 2018, we completed the sale of LEI Lie Ying Limited in China. At the closing of the sale, a portion of the total transaction value was paid into an escrow account, to be distributed to the Company pursuant to the terms and conditions of the escrow agreement. In April 2021, the Company received the final balance from the escrow account, which was approximately \$21.7 million at the date of receipt.

On May 28, 2021, we completed the sale of our operations in Brazil and received proceeds of approximately \$625.0 million, net of cash sold, transaction fees and settlement of foreign currency swaps. The Company used a portion of the proceeds to repay the remaining balance outstanding under its Senior Notes due 2025.

On August 12, 2021, we completed the sale of Walden University and received proceeds of approximately \$1,403.5 million, net of cash sold, transaction fees, and certain closing adjustments. At closing, the Company also recorded a receivable of \$74.0 million, representing a portion of the transaction value that was paid into an escrow account, to be released to the Company one year following the closing of the transaction pursuant to the terms and conditions of the escrow agreement. In addition, approximately \$83.6 million of restricted cash on the Company's balance sheet related to collateralized regulatory obligations was released during the fourth quarter of 2021. As described in Note 11, Share-based Compensation and Equity, in our consolidated financial statements included elsewhere in this Form 10-K, in connection with the adoption of a plan of partial liquidation providing for the distribution of the net proceeds from the sale of Walden University, on October 29, 2021, the Company paid a special cash distribution to shareholders of approximately \$1,270.0 million, and, on December 28, 2021, the Company paid a special cash distribution to shareholders of approximately \$105 million, which primarily consisted of the cash that was released during the fourth quarter of 2021 related to the collateralized regulatory obligations. In addition, in December 2021, the Company paid approximately \$150 million in estimated taxes and fees due on prior sales (including Walden University).

On September 10, 2020, we completed the divestiture of our operations in Chile. Under the terms of the agreement, the purchase price included a note receivable of \$21.5 million that was payable one year from the date of divestiture. We collected this receivable in September 2021.

Liquidity Restrictions

Our liquidity is affected by restricted cash balances, which totaled \$20.8 million and \$117.2 million as of December 31, 2021 and 2020, respectively. As of December 31, 2021, restricted cash consisted of cash equivalents held to collateralize LOCs related to the Spanish Tax Audits and cash equivalents held as assets for a supplemental employment retention agreement for a former executive.

Indefinite Reinvestment of Foreign Earnings

We earn a significant portion of our income from subsidiaries located in countries outside the United States. As part of our business strategies, we have determined that all earnings from our foreign continuing operations will be deemed indefinitely reinvested outside of the United States. As of December 31, 2021, \$272.6 million of our total \$324.8 million of cash and cash equivalents were held by foreign subsidiaries. As of December 31, 2020, \$127.7 million of our total \$750.1 million of cash and cash equivalents were held by foreign subsidiaries. These amounts above do not include \$270.2 million of cash recorded at subsidiaries that are classified as held for sale at December 31, 2020, of which \$66.4 million was held by foreign subsidiaries.

Our plans to indefinitely reinvest certain earnings are supported by projected working capital and long-term capital requirements in each foreign subsidiary location in which the earnings are generated. We have analyzed our domestic operation's cash repatriation strategies, projected cash flows, projected working capital and liquidity, and the expected availability within the debt or equity markets to provide funds for our domestic needs. Based on our analysis, we believe we have the ability to indefinitely reinvest our historical foreign earnings. If our expectations change based on future developments such that some or all of the undistributed earnings of our foreign subsidiaries may be remitted to the United States in the foreseeable future, we will be required to recognize deferred tax expense and liabilities and pay additional taxes on any amounts that we are unable to repatriate in a tax-free manner. For Peru, we have recognized deferred tax liabilities of approximately \$0.1 million for the portion of the undistributed foreign earnings that are not expected to be indefinitely reinvested outside the United States.

Liquidity Requirements

Our short-term liquidity requirements include: funding for debt service (including finance leases); operating lease obligations; payments of deferred compensation; working capital; operating expenses; capital expenditures; repurchase of the Company's common stock; and business development activities.

Long-term liquidity requirements include: payments on long-term debt (including finance leases); operating lease obligations; payments of deferred compensation; and payments of other third-party obligations.

Debt

As of December 31, 2021, our debt obligations included lines of credit and short-term borrowing arrangements of subsidiaries and notes payable, which totaled \$112.1 million. In addition, our finance lease obligations and sale-leaseback financings were \$45.1 million.

Senior Secured Credit Facility

Our senior secured revolving credit facility (the Senior Secured Credit Facility) provides for borrowings of \$410.0 million and has a maturity date of October 7, 2024. As of December 31, 2021 and 2020, there was no balance outstanding under our Senior Secured Credit Facility.

Covenants

Under the Third A&R Credit Agreement, we are subject to a Consolidated Senior Secured Debt to Consolidated EBITDA financial maintenance covenant that applies only to the revolving credit facility (a leverage ratio covenant), as defined in the Third A&R Credit Agreement, unless certain conditions are satisfied. As of December 31, 2021, these conditions were satisfied and, therefore, we were not subject to the leverage ratio. The maximum ratio, as defined, is 3.50x as of the last day of each quarter commencing with the quarter ending December 31, 2019 and thereafter. In addition, indebtedness at some of our locations contain financial maintenance covenants. We were in compliance with these covenants as of December 31, 2021.

Other Debt

Other debt includes lines of credit and short-term borrowing arrangements of subsidiaries and notes payable.

As of December 31, 2021 and 2020, the aggregate outstanding balances on our lines of credit were \$10.1 million and \$59.0 million, respectively.

In December 2017, UVM Mexico entered into an agreement with a bank for a loan of MXN 1,700.0 million (approximately \$89.0 million at the time of the loan). The loan matures in June 2024 and carries a variable interest rate based on TIIE, plus an applicable margin, which is established based on the ratio of debt to EBITDA, as defined in the agreement (8.12% as of December 31, 2021). The current quarterly payments on the loan total MXN 68.0 million (\$3.3 million at December 31, 2021) and increasing over the remaining term of the loan to MXN 76.5 million (\$3.7 million at December 31, 2021), with a balloon payment of MXN 425.0 million (\$20.5 million at December 31, 2021) due at maturity. In 2019, this loan was reassigned to another wholly owned Mexican subsidiary of the Company. In 2021, the loan was again reassigned to another wholly owned Mexican subsidiary of the Company, following a merger. As of December 31, 2021 and 2020, the outstanding balance of this loan was \$52.5 million and \$68.0 million, respectively.

The Company obtained financing to fund the construction of two new campuses at one of our institutions in Peru, Universidad Peruana de Ciencias Aplicadas. In 2019, the Company repaid the loans except for one, which, as of December 31, 2021, carried an interest rate of 5.09% and is scheduled to mature in November 2025. Over the remaining term of the loan, principal payments, plus accrued and unpaid interest, of approximately \$1.4 million are made semi-annually in April and October. As of December 31, 2021 and 2020, the outstanding balance on the loan was \$10.3 million and \$13.4 million, respectively.

In December 2017, one of our subsidiaries in Peru entered into an agreement to borrow PEN 247.5 million (approximately \$76.0 million at the agreement date). The loan bears interest at a fixed rate of 6.62% per annum and is scheduled to mature in December 2023. Over the remaining term of the loan, quarterly payments of PEN 14.4 million (\$3.6 million at December 31, 2021) are due. As of December 31, 2021 and 2020, this loan had a balance of \$29.0 million and \$44.0 million, respectively.

Leases

We conduct a significant portion of our operations from leased facilities, including many of our higher education facilities and other office locations. As discussed in Note 9, Leases, in our consolidated financial statements included elsewhere in this Form 10-K, we have significant operating lease liabilities recorded related to our leased facilities, which will require future cash payments. As of December 31, 2021 and 2020, the present value of operating lease liabilities was \$415.3 million and \$519.1 million, respectively. These amounts exclude operating lease liabilities for our discontinued operations of \$10.8 million and \$151.4 million as of December 31, 2021 and 2020, respectively. As of December 31, 2021, the minimum lease payments required during 2022 for our Continuing Operations is \$77.1 million.

Capital Expenditures

Capital expenditures primarily consist of purchases of property and equipment. Our capital expenditure program is a component of our liquidity and capital management strategy. This program includes discretionary spending, which we can adjust in response to economic and other changes in our business environment, to grow our network through the following: (1) capacity expansion at institutions to support enrollment growth; (2) new campuses for institutions in our existing markets; and (3) information technology to increase efficiency and controls. Our non-discretionary spending includes the maintenance of existing facilities. We typically fund our capital expenditures through cash flow from operations and external financing. In the event that we are unable to obtain the necessary funding for capital expenditures, our long-term growth strategy could be significantly affected. We believe that our internal sources of cash and our ability to obtain additional third-party financing, subject to market conditions, will be sufficient to fund our investing activities.

Our total capital expenditures for our continuing and discontinued operations, excluding receipts from the sale of subsidiaries and property and equipment, were \$56.3 million, \$89.2 million and \$173.3 million during 2021, 2020 and 2019, respectively. The 37% decrease in capital expenditures for 2021 compared to 2020 was primarily due to the completed divestitures. The 49% decrease in capital expenditures for 2020 compared to 2019 was driven mainly by a targeted reduction and deferral across all business lines to preserve cash amid the COVID-19 pandemic, as well as a result of the executed divestitures.

Laureate Education, Inc. Deferred Compensation Plan

During the first quarter of 2021, the Company's Board of Directors approved the termination of a deferred compensation plan for certain executive employees and members of our Board of Directors, with such termination effective April 1, 2021. The Company expects that the participants will receive a distribution payout of their account balances under the terms of the plan in April 2022. The plan allowed participants to defer their salaries, bonuses, and Board of Directors' retainers and fees in order to accumulate funds for retirement on a pre-tax basis. Participants are 100% vested in their respective deferrals and the earnings thereon. As of December 31, 2021 and 2020, plan assets included in Other assets in our Consolidated Balance Sheets were \$1.9 million and \$3.1 million, respectively. As of December 31, 2021 and 2020, the plan liabilities reported in our Consolidated Balance Sheets were \$5.1 million and \$6.2 million, respectively. As of December 31, 2021 and 2020, \$5.1 million and \$1.2 million, respectively, of the total plan liability was classified as a current liability; the remainder was noncurrent and recorded in Other long-term liabilities. The Company plans to fund the difference between the assets and the liabilities with operating cash flows.

Stock Repurchase Program

On November 5, 2020, Laureate's Board of Directors approved a new stock repurchase program to acquire up to \$300 million of the Company's common stock. On April 30, 2021, the Company's Board of Directors approved an increase of the above authorization to repurchase shares of the Company's common stock by \$200 million, and, on December 14, 2021, the Company's Board of Directors approved an increase of the above authorization to repurchase shares of the Company's common stock by \$100 million, for a total authorization (including the above authorized repurchases) of up to \$600 million of the Company's common stock. The Company's proposed repurchases may be made from time to time on the open market at prevailing market prices, in privately negotiated transactions, in block trades and/or through other legally permissible means, depending on market conditions and in accordance with applicable rules and regulations promulgated under the Securities Exchange Act of 1934, as amended (the Exchange Act). Repurchases may be effected pursuant to a trading plan adopted in accordance with Rule 10b5-1 of the Exchange Act. The Company's Board of Directors will review the share repurchase program periodically and may authorize adjustment of its terms and size or suspend or discontinue the program. The Company expects to finance the remaining repurchases with cash on-hand or from its revolving credit facility, or a combination thereof. The Company also expects to complete the repurchase program in the first half of 2022, dependent on market conditions. As of December 31, 2021, the approximate dollar value of shares yet to be purchased under this stock repurchase program is \$156.7 million.

Cash Flows

In the consolidated statements of cash flows, the changes in operating assets and liabilities are presented excluding the effects of exchange rate changes, acquisitions, and reclassifications, as these effects do not represent operating cash flows. Accordingly, the amounts in the consolidated statements of cash flows do not agree with the changes of the operating assets and liabilities as presented in the consolidated balance sheets. The effects of exchange rate changes on cash are presented separately in the consolidated statements of cash flows.

The following table summarizes our cash flows from operating, investing, and financing activities for each of the past three fiscal years:

<i>(in millions)</i>	2021	2020	2019
Cash (used in) provided by:			
Operating activities	\$ (156.1)	\$ 259.6	\$ 339.8
Investing activities	2,044.2	587.4	1,116.8
Financing activities	(2,683.2)	(272.7)	(1,674.0)
Effects of exchange rates changes on cash	(14.7)	(0.5)	5.1
Change in cash included in current assets held for sale	288.1	195.8	184.6
Net change in cash and cash equivalents and restricted cash	\$ (521.7)	\$ 769.5	\$ (27.8)

Comparison of Cash Flows for the Year Ended December 31, 2021 to the Year Ended December 31, 2020

Operating activities

Cash flows from operating activities changed by \$415.7 million to cash outflow of \$(156.1) million for 2021, compared to a cash inflow of \$259.6 million for 2020. This decrease in operating cash was primarily attributable to: (1) changes in working capital and divestiture of subsidiaries that contributed positive operating cash flows during 2020, which accounted for \$266.6 million of the decrease; (2) higher cash paid for taxes of \$159.7 million, from \$91.4 million in 2020 to \$251.1 million in 2021, primarily due to the payment of estimated taxes related to the sale of Walden University in 2021 and payment of withholding taxes for intercompany loans that were capitalized during 2021; and (3) payments of \$46.8 million for lease termination agreements in 2021. These decreases in operating cash flow were partially offset by a decrease in cash paid for interest of \$57.4 million, prior to interest income, from \$120.6 million in 2020 to \$63.2 million in 2021, attributable to lower average debt balances.

Investing activities

Cash provided by investing activities increased by \$1,456.8 million, to \$2,044.2 million for 2021 from \$587.4 million in 2020. This increase was primarily attributable to higher cash receipts from the sales of discontinued operations of \$1,474.2 million,

from \$676.6 million in 2020 (for the net effect of the sales of NSAD and our operations in Costa Rica, Chile, Malaysia, Australia and New Zealand, net of cash sold, and the receipt of a portion of the escrow receivable balance related to the 2018 sale of our China operations) to \$2,150.8 million, net, in 2021 (primarily for the sale of Walden University, our operations in Honduras and Brazil, the receipt of the note receivable related to the 2020 divestiture of our Chilean operations, and the receipt of a portion of the purchase prices that were withheld in connection to the 2018 sale of our China operations and the 2020 sale of our Malaysia operations). In addition, cash used for capital expenditures decreased by \$32.9 million compared to 2020. These increases in investing cash were partially offset by payments of \$50.3 million for derivative instruments related to foreign exchange swap agreements associated with the sale of our Brazil operations.

Financing activities

Cash used in financing activities increased by \$2,410.5 million to \$2,683.2 million for 2021 from \$272.7 million for 2020. This increase in financing cash outflows was primarily attributable to: (1) payments of special cash distributions to shareholders in 2021 of \$1,374.9 million following the sale of Walden University; (2) higher net payments of long-term debt in 2021 as compared to 2020 of \$718.6 million, primarily related to the 2021 repayment in full of the balance outstanding under the Senior Notes due 2025; (3) higher payments in 2021 of \$281.0 million to repurchase shares of our common stock under our stock repurchase program; (4) higher payments of call premiums and debt issuance costs of \$32.2 million, mainly the call premiums associated with the redemption of the Senior Notes due 2025 during 2021; and (5) lower proceeds from stock option exercises of \$22.3 million during 2021, as compared to 2020. These increases in financing cash outflows were partially offset by the year-over-year effect of a \$13.7 million payment in 2020 to the minority owner of our Malaysia operations in connection with the sale of those operations and \$5.7 million of deferred purchase price payments in 2020 related to acquisitions. Other items accounted for the remaining difference of \$0.9 million.

Comparison of Cash Flows for the Year Ended December 31, 2020 to the Year Ended December 31, 2019

Operating activities

Cash provided by operating activities decreased by \$80.2 million to \$259.6 million for 2020, compared to \$339.8 million for 2019. This decrease in operating cash was primarily attributable to changes in working capital, as well as the year-over-year effect of the divestitures that occurred, as certain of the divested institutions contributed positive operating cash flows during 2019 prior to divestiture. These factors accounted for a decrease in operating cash flows of approximately \$184.7 million. This decrease was partially offset by: (1) a decrease in cash paid for interest of \$68.1 million, prior to interest income, that is attributable to the lower average debt balances, from \$188.7 million of cash paid for interest in 2019 to \$120.6 million in 2020; (2) a decrease in cash paid for taxes of \$28.3 million, from \$119.7 million in 2019 to \$91.4 million in 2020; and (3) a positive year-over-year effect to operating cash of \$8.1 million primarily related to a cash payment in 2019 to settle cross currency and interest rate swaps in Chile.

Investing activities

Cash provided by investing activities decreased by \$529.4 million to \$587.4 million for 2020 from \$1,116.8 million in 2019. This decrease was primarily attributable to: (1) lower cash receipts from the sales of discontinued operations of \$589.4 million, from \$1,266.0 million in 2019 (for the sales of St. Augustine and our Thailand, South Africa, India, Spain, Portugal, Turkey, Panama, and UniNorte operations) to \$676.6 million, net, in 2020 (for the net effect of the sales of NSAD and our operations in Costa Rica, Chile, Malaysia, Australia and New Zealand, net of cash sold, and the receipt of a portion of the escrow receivable balance related to the 2018 sale of our China operations); (2) the year-over-year negative effect of cash receipt from derivative settlements of \$12.9 million, related to the foreign exchange swap agreements associated with the sale of the Spain and Portugal institutions in 2019; and (3) the year-over-year effect of proceeds of \$0.9 million in 2019 from the sale of shares of a preferred stock investment in a private education company. These decreases in investing cash were partially offset by a decrease in capital expenditures of \$84.2 million, and the year-over-year effect of a payment of \$1.2 million in 2019 for a small acquisition in Brazil. Other items accounted for the remaining change of \$11.6 million.

Financing activities

Cash used in financing activities decreased by \$1,401.3 million to \$272.7 million for 2020 from \$1,674.0 million for 2019. This decrease in financing cash outflows was primarily attributable to: (1) higher net payments of long-term debt in 2019 as compared to 2020 of \$1,207.6 million, primarily related to the use of divestiture proceeds for debt repayment; (2) lower payments in 2020 of \$164.6 million to repurchase shares of our common stock under our stock repurchase program; (3) lower payments of deferred purchase price for acquisitions of \$14.5 million, due primarily to the full repayment of the St. Augustine seller note in 2019; (4) higher proceeds from stock option exercises of \$11.7 million during 2020, as compared to 2019; and (5) lower payments for debt issuance costs and redemption and call premiums of \$8.3 million, mostly related to a debt repayment in Chile in 2019.

These decreases in financing cash outflows were partially offset by higher year-over-year payments to purchase noncontrolling interests of \$7.9 million, from a \$5.8 million payment in 2019 to acquire the remaining noncontrolling interest of one of our operations in India, immediately prior to the sale of those operations, to a \$13.7 million payment in 2020 to the minority owner of our Malaysia operations in connection with the sale of those operations. Other items accounted for the remaining difference of \$2.5 million.

Critical Accounting Policies and Estimates

The preparation of the consolidated financial statements in conformity with GAAP requires our management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and the related disclosure of contingent assets and liabilities. Actual results could differ from these estimates. Our significant accounting policies are discussed in Note 2, Significant Accounting Policies, in our consolidated financial statements included elsewhere in this Form 10-K. Our critical accounting policies require the most significant judgments and estimates about the effect of matters that are inherently uncertain. As a result, these accounting policies and estimates could materially affect our financial statements and are critical to the understanding of our results of operations and financial condition. Management has discussed the selection of these critical accounting policies and estimates with the audit committee of the Board of Directors.

Goodwill and Indefinite-lived Intangible Assets

We perform annual impairment tests of indefinite-lived intangible assets, including goodwill and tradenames, as of October 1st each year. We also evaluate these assets on an interim basis if events or changes in circumstances between annual tests indicate that the assets may be impaired. For example, during the second quarter of 2020, we recorded an impairment of the indefinite-lived intangible assets that were part of the Chile reporting unit. We have not made material changes to the methodology used to assess impairment loss on indefinite-lived tradenames during the past three fiscal years. If the estimates and related assumptions used in assessing the recoverability of our goodwill and indefinite-lived tradenames decline, we may be required to record impairment charges for those assets. We base our fair value estimates on assumptions that we believe to be reasonable but that are unpredictable and inherently uncertain. Actual results may differ from those estimates. In addition, we make certain judgments and assumptions in allocating shared assets and liabilities to determine the carrying values for each of our reporting units.

Goodwill

On January 1, 2020, the Company adopted Accounting Standards Update (ASU) No. 2017-04, Intangibles - Goodwill and Other (Topic 350): Simplifying the Accounting for Goodwill Impairment. This ASU requires entities to calculate goodwill impairment as the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill.

Under the updated guidance, the Company continues to have the option of first performing a qualitative goodwill impairment assessment (i.e., step zero) in order to determine if the quantitative impairment test is necessary. The requirement to perform a qualitative assessment for a reporting unit with a zero or negative carrying amount is eliminated. A reporting unit is defined as a component of an operating segment for which discrete financial information is available and regularly reviewed by management of the segment. Based on the qualitative assessment, if we determine that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount, the quantitative impairment test is not required.

If we do not perform the qualitative assessment for a reporting unit or determine that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, a quantitative fair value-based test is performed. We estimate the fair value of each reporting unit, and, if the carrying amount of the reporting unit is less than the reporting unit's estimated fair value, then there is no goodwill impairment. If the carrying amount of the reporting unit exceeds its estimated fair value, then goodwill is

impaired and the difference between the reporting unit's carrying amount and its fair value is recognized as a loss on impairment of assets in the consolidated statements of operations. We completed our annual impairment testing, and no impairments of goodwill were identified.

Our valuation approach to estimate the fair value of a reporting unit utilizes a weighted combination of a discounted cash flow analysis and a market multiples analysis. The discounted cash flow analysis relies on historical data and internal estimates, which are developed as a part of our long-range plan process, and includes an estimate of terminal value based on these expected cash flows using the generally accepted Gordon Dividend Growth formula, which derives a valuation using an assumed perpetual annuity based on the reporting unit's residual cash flows. The discount rate is based on the generally accepted Weighted Average Cost of Capital methodology, and is derived using a cost of equity based on the generally accepted Capital Asset Pricing Model and a cost of debt based on the typical rate paid by market participants. The market multiples analysis utilizes multiples of business enterprise value to revenues, operating income and earnings before interest, taxes, depreciation and amortization of comparable publicly traded companies and multiples based on fair value transactions where public information is available. Significant assumptions used in estimating the fair value of each reporting unit include: (1) the revenue and profitability growth rates and (2) the discount rate.

We also evaluate the sensitivity of a change in assumptions related to goodwill impairment, assessing whether a 10% reduction in our estimates of revenue or a 1% increase in our estimated discount rates would result in impairment of goodwill. Using the current estimated cash flows and discount rates, each reporting unit's estimated fair value exceeds its carrying value by at least 15% in instances where we performed fair value-based impairment testing. We have determined that none of our reporting units with material goodwill were at risk of failing the goodwill impairment test as of December 31, 2021.

We completed our initial public offering (IPO) on February 6, 2017 at an initial public offering price that was below the expected range, and since then our stock price at times has traded below the initial public offering price. While our market capitalization is currently in excess of the carrying value of our stockholders' equity, a significant decline in our stock price for an extended period of time could be considered an impairment indicator that would cause us to perform an interim impairment test that could result in additional impairments of goodwill or other intangible assets.

Indefinite-lived Intangible Assets

The impairment test for indefinite-lived intangible assets, such as indefinite-lived tradenames, generally requires a new determination of the fair value of the intangible asset using the relief-from-royalty method. This method estimates the amount of royalty expense that we would expect to incur if the assets were licensed from a third party. We use publicly available information in determining certain assumptions to assist us in estimating fair value using market participant assumptions. If the fair value of the intangible asset is less than its carrying value, the intangible asset is adjusted to its new estimated fair value, and an impairment loss is recognized. Significant assumptions used in estimating the fair value of indefinite-lived tradenames include: (1) the revenue growth rates; (2) the discount rates; and (3) the estimated royalty rates.

In 2020, following the reclassification of several of our subsidiaries as held-for-sale, the Company tested the Laureate tradename for impairment and concluded that the estimated fair value of the Laureate tradename was less than its carrying value. As a result, the Company recognized an impairment charge of \$320.0 million, in accordance with ASC 350-30-35-17. Additionally, the Company determined that the remaining Laureate tradename asset no longer had an indefinite life and was fully amortized as of December 31, 2021.

During the first quarter of 2021, the Company decided that, during 2021, it would wind down certain support functions related to the Laureate network and would no longer invest in and support the Laureate tradename, a finite-lived intangible asset, beyond 2021. As a result, the Company tested the asset for impairment and estimated the fair value of the tradename asset using the relief-from-royalty method, based on the projected revenues for each business over the estimated remaining useful life of the asset. As a result of the impairment test, the Company concluded that the estimated fair value of the Laureate tradename was less than its carrying value by approximately \$51.4 million and recorded an impairment charge for that amount. The remaining carrying value of the tradename asset was fully amortized as of December 31, 2021.

Long-Lived Assets and Finite-Lived Intangible Assets

We evaluate our long-lived assets, including property and equipment and finite-lived intangible assets, to determine whether events or changes in circumstances indicate that the remaining estimated useful lives of such assets may warrant revision or that their carrying values may not be fully recoverable.

Indicators of impairment include, but are not limited to:

- a significant deterioration of operating results;
- a change in regulatory environment;
- a change in business plans; or
- an adverse change in anticipated cash flows.

If an impairment indicator is present, we evaluate recoverability by a comparison of the carrying amount of the assets to future undiscounted net cash flows expected to result from the use and eventual disposition of the assets. If the assets are determined to be impaired, the impairment recognized is the excess of the carrying amount over the fair value of the assets. Fair value is generally determined by the discounted cash flow method. The discount rate used in any estimate of discounted cash flows is the rate commensurate with a similar investment of similar risk. We use judgment in determining whether a triggering event has occurred and in estimating future cash flows and fair value. Changes in our judgments could result in impairments in future periods.

We recorded impairment losses on long-lived assets for the years ended December 31, 2021, 2020, and 2019. See Note 7, Goodwill and Other Intangible Assets, in our consolidated financial statements included elsewhere in this Form 10-K for further details.

Deferred Costs

Deferred costs on the Consolidated Balance Sheets consist primarily of direct costs associated with online course development, accreditation and costs to obtain a contract. Deferred costs associated with the development of online educational programs are capitalized after technological feasibility has been established. Deferred online course development costs are amortized to direct costs on a straight-line basis over the estimated period that the associated products are expected to generate revenues. Deferred online course development costs are evaluated on a quarterly basis through review of the corresponding course catalog. If a course is no longer listed or offered in the current course catalog, then the costs associated with its development are written off. As of December 31, 2021 and 2020, the unamortized balances of online course development costs were \$3.1 million and \$15.3 million, respectively. We defer direct and incremental third-party costs incurred for obtaining initial accreditation and for the renewal of accreditations. These accreditation costs are amortized to direct costs over the life of the accreditation on a straight-line basis. As of both December 31, 2021 and 2020, the unamortized balances of accreditation costs were \$0.2 million. Laureate also defers certain commissions and bonuses earned by third party agents and our employees that are considered incremental and recoverable costs of obtaining a contract with a customer. These costs are amortized over the period of benefit, which ranges from two to four years. As of December 31, 2021 and 2020, the unamortized balances of contract costs were \$2.7 million and \$2.1 million, respectively.

At December 31, 2021 and 2020, our total deferred costs were \$27.1 million and \$33.4 million, respectively, with accumulated amortization of \$(21.1) million and \$(15.7) million, respectively.

Income Taxes

We record the amount of income taxes payable or refundable for the current year, as well as deferred tax assets and liabilities for the expected future tax consequences of events that we have recognized in our consolidated financial statements or tax returns. We exercise judgment in assessing future profitability and the likely future tax consequences of these events.

Deferred Taxes

Estimates of deferred tax assets and liabilities are based on current tax laws, rates and interpretations, and, in certain cases, business plans and other expectations about future outcomes. We develop estimates of future profitability based upon historical data and experience, industry projections, forecasts of general economic conditions, and our own expectations. Our accounting for deferred tax consequences represents management's best estimate of future events that can be appropriately reflected in our accounting estimates. Changes in existing tax laws and rates, their related interpretations, as well as the uncertainty generated by the current economic environment, may impact the amounts of deferred tax liabilities or the valuations of deferred tax assets.

Tax Contingencies

We are subject to regular review and audit by both domestic and foreign tax authorities. We apply a more-likely-than-not threshold for tax positions, under which we must conclude that a tax position is more likely than not to be sustained in order for us to continue to recognize the benefit. This assumes that the position will be examined by the appropriate taxing authority and

that full knowledge of all relevant information is available. In determining the provision for income taxes, judgment is used, reflecting estimates and assumptions, in applying the more-likely-than-not threshold. A change in the assessment of the outcome of a tax review or audit could materially adversely affect our consolidated financial statements.

See Note 13, Income Taxes, in our consolidated financial statements included elsewhere in this Form 10-K for details of our deferred taxes and tax contingencies.

Indefinite Reinvestment of Foreign Earnings

We earn substantially all of our income from subsidiaries located in countries outside the United States. Deferred tax liabilities have not been recognized for undistributed historical foreign earnings because management believes that the historical retained earnings will be indefinitely reinvested outside the United States under the Company's planned tax-neutral methods. Our assertion that earnings from our foreign operations will be indefinitely reinvested is supported by projected working capital and long-term capital plans in each foreign subsidiary location in which the earnings are generated. Additionally, we believe that we have the ability to indefinitely reinvest foreign earnings based on our domestic operation's cash repatriation strategies, projected cash flows, projected working capital and liquidity, and the expected availability of capital within the debt or equity markets. If our expectations change based on future developments, such that some or all of the undistributed earnings of our foreign subsidiaries may be remitted to the United States in the foreseeable future, we will be required to recognize deferred tax expense and liabilities on any amounts that we are unable to repatriate in a tax-free manner.

Revenue Recognition

Our revenues primarily consist of tuition and educational service revenues. We also generate other revenues from student fees, dormitory/residency fees and other education-related activities. These other revenues are less material to our overall financial results and have a tendency to trend with tuition revenues. Revenues are recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. These revenues are recognized net of scholarships and other discounts, refunds and waivers. For further description, see also Note 3, Revenue, in our consolidated financial statements included elsewhere in this Form 10-K.

Allowance for Doubtful Accounts

Receivables are deemed to be uncollectible when they have been outstanding for two years, or earlier when collection efforts have ceased, at which time they are written off. Prior to that, we record an allowance for doubtful accounts to reduce our receivables to their net realizable value. Our allowance estimation methodology is based on the age of the receivables, the status of past-due amounts, historical collection trends, current economic conditions and student enrollment status. In the event that current collection trends differ from historical trends, an adjustment is made to the allowance account and bad debt expense.

Derivatives

In the normal course of business, our operations have significant exposure to fluctuations in foreign currency values and interest rate changes. Accordingly, we mitigate a portion of these risks through a risk-management program that includes the use of derivative financial instruments (derivatives). Laureate selectively enters into foreign exchange forward contracts to reduce the earnings impact related to receivables and payables that are denominated in foreign currencies. In addition, in certain cases Laureate uses interest rate swaps to mitigate certain risks associated with floating-rate debt arrangements. We do not engage in speculative or leveraged transactions, nor do we hold or issue derivatives for trading purposes.

We report all derivatives on the consolidated balance sheets at fair value. The values are derived using valuation models commonly used for derivatives. These valuation models require a variety of inputs, including contractual terms, market prices, forward-price yield curves, notional quantities, measures of volatility and correlations of such inputs. Our fair value models incorporate the measurement of our own nonperformance risk into our calculations. Our derivatives expose us to credit risk to the extent that the counterparty may possibly fail to perform its contractual obligation when we are in a net gain position. As a result, our valuation models reflect measurements for counterparty credit risk. We also actively monitor counterparty credit ratings for any significant changes that could impact the nonperformance risk calculation for our fair value. We value derivatives using management's best estimate of inputs we believe market participants would use in pricing the asset or liability at the measurement date. Derivative and hedge accounting requires judgment in the use of estimates that are inherently uncertain and that may change in subsequent periods. External factors, such as economic conditions, will impact the inputs to the valuation model over time. The effect of changes in assumptions and estimates could materially impact our financial statements. See Note 12, Derivative Instruments, in our consolidated financial statements included elsewhere in this Form 10-K for details of our derivatives.

Share-Based Compensation

We use the Black-Scholes-Merton option pricing model to calculate the fair value of stock options. This option valuation model requires the use of subjective assumptions, including the estimated fair value of the underlying common stock, the expected stock price volatility, and the expected term of the option. Prior to the IPO, the estimated fair value of the underlying common stock was based on third-party valuations. After our IPO, the estimated fair value of the underlying common stock is based on the closing price of our common stock on the grant date. Because we have only been publicly traded since February 2017, our volatility estimates are based on an average of: (1) a peer group of companies and (2) Laureate's historical volatility. We estimate the expected term of awards to be the weighted average mid-point between the vesting date and the end of the contractual term. We use this method to estimate the expected term because we do not have sufficient historical exercise data.

We have granted restricted stock, restricted stock units, stock options, and performance awards for which the vesting is based on our annual performance metrics. For interim periods, we use our year-to-date actual results, financial forecasts, and other available information to estimate the probability of the award vesting based on the performance metrics. The related compensation expense recognized is affected by our estimates of the vesting probability of these performance awards. See Note 11, Share-based Compensation and Equity, in our consolidated financial statements included elsewhere in this Form 10-K for further discussion of these arrangements.

Recently Issued Accounting Standards

Refer to Note 2, Significant Accounting Policies, in our consolidated financial statements included elsewhere in this Form 10-K for recently issued accounting standards.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risk primarily from fluctuations in interest rates and foreign currency exchange rates. We may seek to control a portion of these risks through a risk-management program that includes the use of derivatives to reduce earnings and cash flow volatility associated with changes in interest rates and foreign currency exchange rates. As a policy, we do not engage in speculative or leveraged transactions, nor do we hold or issue derivatives for trading purposes.

Interest Rate Risk

We are subject to risk from fluctuations in interest rates, primarily relating to our Senior Secured Credit Facility and certain local debt, which bear interest at variable rates. Based on our outstanding variable-rate debt as of December 31, 2021, an increase of 100 basis points in our weighted-average interest rate would result in an increase in interest expense of \$0.5 million on an annual basis.

Foreign Currency Exchange Risk

We use the USD as our reporting currency. We derived substantially all of our revenues outside of the United States for the year ended December 31, 2021. Our business is transacted through a network of international and domestic subsidiaries, generally in the local currency, considered the functional currency for that subsidiary.

Our foreign currency exchange rate risk is related to the following items:

- Adjustments relating to the translation of our assets and liabilities from the subsidiaries' functional currencies to USD. These adjustments are recorded in accumulated other comprehensive income (loss) on our consolidated balance sheets.
- Gains and losses resulting from foreign currency exchange rate changes related to intercompany loans that are not deemed to have the characteristics of a long-term investment. These gains and losses are recorded in foreign currency exchange gain (loss) on our consolidated statements of operations.
- Gains and losses on foreign currency transactions. These gains and losses are recorded in foreign currency exchange gain (loss) on our consolidated statements of operations.

For the year ended December 31, 2021, a hypothetical 10% adverse change in average annual foreign currency exchange rates would have increased Operating loss and decreased Adjusted EBITDA by approximately \$21.9 million and \$36.6 million, respectively.

We monitor the impact of foreign currency movements related to differences between our subsidiaries' local currencies and the USD. Our U.S. debt facilities are primarily denominated in USD. We enter into foreign exchange forward contracts to protect the USD value of our assets and future cash flows, as well as to reduce the earnings impact of exchange rate fluctuations on receivables and payables denominated in currencies other than the functional currencies. See Note 12, Derivative Instruments, in our consolidated financial statements included elsewhere in this Form 10-K for additional discussion regarding our derivatives.

Item 8. Financial Statements and Supplementary Data

Report of Management on Internal Control over Financial Reporting

Management is responsible for establishing and maintaining adequate internal control over financial reporting for the Company. We conducted an evaluation of the effectiveness of our internal control over financial reporting as of December 31, 2021, based on the framework in *Internal Control-Integrated Framework* issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in 2013. Based on our evaluation, we have concluded that our internal control over financial reporting was effective as of December 31, 2021.

The effectiveness of our internal control over financial reporting as of December 31, 2021, has been audited by PricewaterhouseCoopers LLP (PCAOB No. 238), an independent registered public accounting firm, as stated in their report which appears herein.

Date: February 24, 2022

/s/ EILIF SERCK-HANSEN

Eilif Serck-Hanssen

President and Chief Executive Officer

/s/ RICHARD M. BUSKIRK

Richard M. Buskirk

Senior Vice President and Chief Financial Officer

Report of Independent Registered Public Accounting Firm

To the Board of Directors and Stockholders of Laureate Education, Inc.

Opinions on the Financial Statements and Internal Control over Financial Reporting

We have audited the accompanying consolidated balance sheets of Laureate Education, Inc. and its subsidiaries (the “Company”) as of December 31, 2021 and 2020, and the related consolidated statements of operations, of comprehensive income, of stockholders’ equity and of cash flows for each of the three years in the period ended December 31, 2021, including the related notes (collectively referred to as the “consolidated financial statements”). We also have audited the Company's internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control - Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2021 in conformity with accounting principles generally accepted in the United States of America. Also in our opinion, the Company maintained, in all material respects, effective internal control over financial reporting as of December 31, 2021, based on criteria established in Internal Control - Integrated Framework (2013) issued by the COSO.

Change in Accounting Principle

As discussed in Note 9 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2019.

Basis for Opinions

The Company's management is responsible for these consolidated financial statements, for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting, included in the accompanying Report of Management on Internal Control over Financial Reporting. Our responsibility is to express opinions on the Company’s consolidated financial statements and on the Company's internal control over financial reporting based on our audits. We are a public accounting firm registered with the Public Company Accounting Oversight Board (United States) (PCAOB) and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the consolidated financial statements are free of material misstatement, whether due to error or fraud, and whether effective internal control over financial reporting was maintained in all material respects.

Our audits of the consolidated financial statements included performing procedures to assess the risks of material misstatement of the consolidated financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements. Our audit of internal control over financial reporting included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, and testing and evaluating the design and operating effectiveness of internal control based on the assessed risk. Our audits also included performing such other procedures as we considered necessary in the circumstances. We believe that our audits provide a reasonable basis for our opinions.

Definition and Limitations of Internal Control over Financial Reporting

A company’s internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company’s internal control over financial reporting includes those policies and procedures that (i) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the

company; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

Critical Audit Matters

The critical audit matter communicated below is a matter arising from the current period audit of the consolidated financial statements that was communicated or required to be communicated to the audit committee and that (i) relates to accounts or disclosures that are material to the consolidated financial statements and (ii) involved our especially challenging, subjective, or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matter below, providing a separate opinion on the critical audit matter or on the accounts or disclosures to which it relates.

Dispositions - gain on sale

As described in Note 5 to the consolidated financial statements, the Company's income from discontinued operations, net of tax expense, was approximately \$486.9 million for the year ended December 31, 2021. The income from discontinued operations includes i) a pre-tax gain on the sale of Walden e-Learning, LLC of approximately \$619.4 million, as well as estimated tax expense of approximately \$278.0 million, and ii) a pre-tax gain on the sale of the Company's operations in Brazil of approximately \$33.0 million, which includes contingent consideration of approximately \$6.5 million in accordance with the terms of the sales agreement. The sale of Walden e-Learning, LLC closed on August 12, 2021 and the proceeds received were reduced by cash sold, transaction fees and certain closing adjustments. The sale of the Company's operations in Brazil closed on May 28, 2021 and the proceeds received were reduced by cash sold, transaction fees and settlement of foreign currency swaps. The gain on sale of both Walden e-Learning, LLC and the operations in Brazil included the derecognition of the carrying value as of the closing date of the sales and a working capital settlement and price adjustments, as applicable.

The principal considerations for our determination that performing procedures relating to dispositions - gain on sale is a critical audit matter are the high degree of auditor subjectivity and effort in performing procedures and evaluating audit evidence related to the carrying value of each disposal group and contingent consideration relating to the gain on sale.

Addressing the matter involved performing procedures and evaluating audit evidence in connection with forming our overall opinion on the consolidated financial statements. These procedures included testing the effectiveness of controls relating to management's accounting for the gain from the sale of Walden e-Learning, LLC and the operations in Brazil. These procedures also included, among others, (i) evaluating the terms of the sale agreements, (ii) testing the cash proceeds and transaction fees recorded by management, (iii) testing the completeness and accuracy of the carrying value of the disposal groups, (iv) evaluating the contingent consideration and the reasonableness of the amounts recorded in accordance with the terms of the sales agreement, and (v) testing the mathematical accuracy of the gain on sale.

/s/ PricewaterhouseCoopers LLP

Baltimore, Maryland
February 24, 2022

We have served as the Company's auditor since 2007, which includes periods before the Company became subject to SEC reporting requirements.

LAUREATE EDUCATION, INC. AND SUBSIDIARIES
Consolidated Statements of Operations
IN THOUSANDS, except per share amounts

For the years ended December 31,	2021	2020	2019
Revenues	\$ 1,086,701	\$ 1,024,917	\$ 1,212,070
Costs and expenses:			
Direct costs	814,490	802,458	949,471
General and administrative expenses	204,370	199,790	226,331
Loss on impairment of assets	72,488	351,971	248
Operating (loss) income	(4,647)	(329,302)	36,020
Interest income	4,378	2,169	3,294
Interest expense	(46,275)	(100,894)	(125,042)
Loss on debt extinguishment	(77,940)	(610)	(22,601)
(Loss) gain on derivatives	(24,517)	(25,980)	8,300
Other (expense) income, net	(1,695)	(2,420)	8,922
Foreign currency exchange gain (loss), net	13,791	13,474	(8,125)
Loss on disposals of subsidiaries, net	(602)	(7,276)	(20,429)
Loss from continuing operations before income taxes and equity in net income of affiliates	(137,507)	(450,839)	(119,661)
Income tax (expense) benefit	(145,573)	130,069	(31,041)
Equity in net income of affiliates, net of tax	—	172	219
Loss from continuing operations	(283,080)	(320,598)	(150,483)
Income (loss) from discontinued operations, net of tax expense of \$234,326, \$114,257 and \$33,681, respectively	486,865	(298,104)	1,088,147
Net income (loss)	203,785	(618,702)	937,664
Net (income) loss attributable to noncontrolling interests	(11,339)	5,371	820
Net income (loss) attributable to Laureate Education, Inc.	\$ 192,446	\$ (613,331)	\$ 938,484
Basic and diluted earnings (loss) per share:			
Loss from continuing operations	\$ (1.56)	\$ (1.53)	\$ (0.68)
Income (loss) from discontinued operations	2.57	(1.40)	4.91
Basic and diluted earnings (loss) per share	\$ 1.01	\$ (2.93)	\$ 4.23

The accompanying notes are an integral part of these consolidated financial statements.

LAUREATE EDUCATION, INC. AND SUBSIDIARIES
Consolidated Statements of Comprehensive Income
IN THOUSANDS

For the years ended December 31,	2021	2020	2019
Net income (loss)	\$ 203,785	\$ (618,702)	\$ 937,664
Other comprehensive income (loss):			
Foreign currency translation adjustment, net of tax of \$0 for all years	421,972	133,827	42,935
Unrealized loss on derivative instruments, net of tax of \$0 for all years	—	—	(7,950)
Minimum pension liability adjustment, net of tax of \$0 for all years	(202)	(1,200)	3,596
Total other comprehensive income	421,770	132,627	38,581
Comprehensive income (loss)	625,555	(486,075)	976,245
Net comprehensive (income) loss attributable to noncontrolling interests	(11,327)	4,739	953
Comprehensive income (loss) attributable to Laureate Education, Inc.	\$ 614,228	\$ (481,336)	\$ 977,198

The accompanying notes are an integral part of these consolidated financial statements.

LAUREATE EDUCATION, INC. AND SUBSIDIARIES
Consolidated Balance Sheets
IN THOUSANDS, except per share amounts

	December 31, 2021	December 31, 2020
Assets		
Current assets:		
Cash and cash equivalents	\$ 324,801	\$ 750,147
Restricted cash	20,774	117,151
Receivables:		
Accounts and notes receivable	117,987	138,738
Other receivables	96,229	49,835
Allowance for doubtful accounts	(62,226)	(76,694)
Receivables, net	151,990	111,879
Income tax receivable	30,474	14,564
Prepaid expenses and other current assets	16,280	15,079
Current assets held for sale	—	434,966
Total current assets	544,319	1,443,786
Property and equipment:		
Land	121,173	126,228
Buildings	328,343	351,480
Furniture, equipment and software	459,189	494,079
Leasehold improvements	106,813	121,683
Construction in-progress	9,622	7,254
Accumulated depreciation and amortization	(525,623)	(522,240)
Property and equipment, net	499,517	578,484
Operating lease right-of-use assets, net	384,344	462,767
Goodwill	546,795	574,832
Tradenames, net	142,848	225,573
Deferred costs, net	5,981	17,623
Deferred income taxes	38,713	130,567
Other assets	42,629	54,793
Long-term assets held for sale	6,164	1,482,469
Total assets	\$ 2,211,310	\$ 4,970,894

The accompanying notes are an integral part of these consolidated financial statements.

LAUREATE EDUCATION, INC. AND SUBSIDIARIES
Consolidated Balance Sheets (continued)
IN THOUSANDS, except per share amounts

	December 31, 2021	December 31, 2020
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 26,870	\$ 41,073
Accrued expenses	65,558	95,743
Accrued compensation and benefits	90,454	64,089
Deferred revenue and student deposits	43,959	47,180
Current portion of operating leases	38,149	44,631
Current portion of long-term debt and finance leases	49,082	95,818
Income taxes liabilities	38,705	29,682
Derivative instruments	—	17,680
Other current liabilities	18,097	15,109
Current liabilities held for sale	1,054	353,550
Total current liabilities	371,928	804,555
Long-term operating leases, less current portion	377,104	474,507
Long-term debt and finance leases, less current portion	104,588	899,898
Deferred compensation	11,896	13,425
Income taxes payable	96,463	36,078
Deferred income taxes	73,624	86,368
Derivative instruments	—	8,144
Other long-term liabilities	24,640	33,555
Long-term liabilities held for sale	9,795	348,706
Total liabilities	1,070,038	2,705,236
Redeemable noncontrolling interests and equity	1,714	1,724
Stockholders' equity:		
Preferred stock, par value \$0.001 per share – 49,889 shares authorized as of December 31, 2021 and December 31, 2020, no shares issued and outstanding as of December 31, 2021 and December 31, 2020	—	—
Common stock, par value \$0.004 per share – 875,000 shares authorized, 228,831 shares issued and 180,611 shares outstanding as of December 31, 2021 and no shares authorized, issued and outstanding as of December 31, 2020	915	—
Class A common stock, par value \$0.004 per share – no shares authorized, issued and outstanding as of December 31, 2021 and 700,000 shares authorized, 137,162 shares issued and 115,119 outstanding as of December 31, 2020	—	548
Class B common stock, par value \$0.004 per share – no shares authorized, issued and outstanding as of December 31, 2021 and 175,000 shares authorized, 90,792 shares issued and outstanding as of December 31, 2020	—	363
Additional paid-in capital	2,388,783	3,760,029
Retained earnings (accumulated deficit)	15,523	(176,822)
Accumulated other comprehensive loss	(520,204)	(941,986)
Treasury stock at cost (48,220 shares held at December 31, 2021 and 22,043 shares held at December 31, 2020)	(744,174)	(365,316)
Total Laureate Education, Inc. stockholders' equity	1,140,843	2,276,816
Noncontrolling interests	(1,285)	(12,882)
Total stockholders' equity	1,139,558	2,263,934
Total liabilities and stockholders' equity	\$ 2,211,310	\$ 4,970,894

The accompanying notes are an integral part of these consolidated financial statements.

LAUREATE EDUCATION, INC. AND SUBSIDIARIES
Consolidated Statements of Stockholders' Equity
IN THOUSANDS

	Laureate Education, Inc. Stockholders									
	Class A Common Stock		Class B Common Stock		Additional paid- in capital	(Accumulated deficit) retained earnings	Accumulated other comprehensive (loss) income	Treasury stock at cost	Non- controlling interests	Total stockholders' equity
	Shares	Amount	Shares	Amount						
Balance at December 31, 2018	107,450	\$ 430	116,865	\$ 467	\$ 3,703,796	\$ (530,919)	\$ (1,112,695)	\$ —	\$ (10,133)	\$ 2,050,946
Adoption of accounting standards	—	—	—	—	—	28,944	—	—	—	28,944
Balance at January 1, 2019	107,450	430	116,865	467	3,703,796	(501,975)	(1,112,695)	—	(10,133)	2,079,890
Non-cash stock compensation	—	—	—	—	12,994	—	—	—	—	12,994
Conversion of Class B shares to Class A shares	26,034	104	(26,034)	(104)	—	—	—	—	—	—
Purchase of treasury stock at cost	(16,008)	—	—	—	—	—	—	(271,106)	—	(271,106)
Exercise of stock options and vesting of restricted stock and restricted stock units, net of shares withheld to satisfy tax withholding	2,099	8	—	—	11,754	—	—	—	—	11,762
Distributions to noncontrolling interest holders	—	—	—	—	—	—	—	—	(1,356)	(1,356)
Change in noncontrolling interests	—	—	—	—	(3,700)	—	—	—	—	(3,700)
Accretion of redeemable noncontrolling interests and equity	—	—	—	—	(208)	—	—	—	—	(208)
Reclassification of redeemable noncontrolling interests and equity	—	—	—	—	—	—	—	—	(370)	(370)
Net income	—	—	—	—	—	938,484	—	—	(820)	937,664
Foreign currency translation adjustment, net of tax of \$0	—	—	—	—	—	—	43,068	—	(133)	42,935
Unrealized gain on derivatives, net of tax of \$0	—	—	—	—	—	—	(7,950)	—	—	(7,950)
Minimum pension liability adjustment, net of tax of \$0	—	—	—	—	—	—	3,596	—	—	3,596
Balance at December 31, 2019	119,575	\$ 542	90,831	\$ 363	\$ 3,724,636	\$ 436,509	\$ (1,073,981)	\$ (271,106)	\$ (12,812)	\$ 2,804,151
Non-cash stock compensation	—	—	—	—	13,298	—	—	—	—	13,298
Conversion of Class B shares to Class A shares	39	—	(39)	—	—	—	—	—	—	—
Purchase of treasury stock at cost	(6,035)	—	—	—	—	—	—	(94,210)	—	(94,210)
Exercise of stock options and vesting of restricted stock and restricted stock units, net of shares withheld to satisfy tax withholding	1,540	6	—	—	24,556	—	—	—	—	24,562
Distributions to noncontrolling interest holders	—	—	—	—	—	—	—	—	—	—
Change in noncontrolling interests	—	—	—	—	(2,610)	—	—	—	3,471	861
Accretion of redeemable noncontrolling interests and equity	—	—	—	—	149	—	—	—	—	149
Reclassification of redeemable noncontrolling interests and equity	—	—	—	—	—	—	—	—	1,198	1,198
Net loss	—	—	—	—	—	(613,331)	—	—	(5,371)	(618,702)
Foreign currency translation adjustment, net of tax of \$0	—	—	—	—	—	—	133,195	—	632	133,827
Minimum pension liability adjustment, net of tax of \$0	—	—	—	—	—	—	(1,200)	—	—	(1,200)
Balance at December 31, 2020	115,119	\$ 548	90,792	\$ 363	\$ 3,760,029	\$ (176,822)	\$ (941,986)	\$ (365,316)	\$ (12,882)	\$ 2,263,934

The accompanying notes are an integral part of these consolidated financial statements.

LAUREATE EDUCATION, INC. AND SUBSIDIARIES
Consolidated Statements of Stockholders' Equity (continued)
IN THOUSANDS

	Laureate Education, Inc. Stockholders											
	Class A Common Stock		Class B Common Stock		Common Stock		Additional paid-in capital	(Accumulated deficit) retained earnings	Accumulated other comprehensive (loss) income	Treasury stock at cost	Non- controlling interests	Total stockholders' equity
	Shares	Amount	Shares	Amount	Shares	Amount						
Balance at December 31, 2020	115,119	\$ 548	90,792	\$ 363	—	—	\$ 3,760,029	\$ (176,822)	\$ (941,986)	\$ (365,316)	\$ (12,882)	\$ 2,263,934
Entity restructuring adjustment	—	—	—	—	—	—	—	(101)	—	—	—	(101)
Non-cash stock compensation	—	—	—	—	—	—	10,172	—	—	—	—	10,172
Exercise of stock options and vesting of restricted stock and restricted stock units, net of shares withheld to satisfy tax withholding	581	2	—	—	296	2	638	—	—	—	—	642
Conversion of Class A and Class B common stock to Common Stock	(90,497)	(550)	(90,792)	(363)	181,289	913	—	—	—	—	—	—
Purchase of treasury stock at cost	(25,203)	—	—	—	(974)	—	—	—	—	(378,858)	—	(378,858)
Special cash distributions and equitable adjustments to stock-based compensation awards	—	—	—	—	—	—	(1,381,787)	—	—	—	—	(1,381,787)
Change in noncontrolling interests	—	—	—	—	—	—	(181)	—	—	—	271	90
Accretion of redeemable noncontrolling interests and equity	—	—	—	—	—	—	(88)	—	—	—	—	(88)
Reclassification of redeemable noncontrolling interests and equity	—	—	—	—	—	—	—	—	—	—	(1)	(1)
Net income	—	—	—	—	—	—	—	192,446	—	—	11,339	203,785
Foreign currency translation adjustment, net of tax of \$0	—	—	—	—	—	—	—	—	421,984	—	(12)	421,972
Minimum pension liability adjustment, net of tax of \$0	—	—	—	—	—	—	—	—	(202)	—	—	(202)
Balance at December 31, 2021	—	\$ —	—	\$ —	180,611	\$ 915	\$ 2,388,783	\$ 15,523	\$ (520,204)	\$ (744,174)	\$ (1,285)	\$ 1,139,558

The accompanying notes are an integral part of these consolidated financial statements.

LAUREATE EDUCATION, INC. AND SUBSIDIARIES
Consolidated Statements of Cash Flows
IN THOUSANDS

For the years ended December 31,	2021	2020	2019
Cash flows from operating activities			
Net income (loss)	\$ 203,785	\$ (618,702)	\$ 937,664
Adjustments to reconcile net income (loss) to net cash provided by operating activities:			
Depreciation and amortization expense	101,178	143,516	193,356
Amortization of operating lease right-of-use assets	44,078	80,203	122,673
Loss on impairment of assets	73,756	790,229	940
Gain on sales and disposal of subsidiaries, property and equipment and leases, net	(609,529)	(22,756)	(753,519)
Loss (gain) on derivative instruments	24,517	25,980	(7,438)
Payments for settlement of derivative contracts	—	(626)	(8,772)
Loss on debt extinguishment	77,999	610	28,752
Non-cash interest expense	6,761	17,450	3,535
Interest paid on deferred purchase price for acquisitions	—	(3,969)	(5,305)
Non-cash share-based compensation expense	10,172	13,298	12,994
Bad debt expense	34,370	117,867	100,829
Deferred income taxes	195,563	(185,652)	(29,813)
Unrealized foreign currency exchange (gain) loss	(7,033)	26,344	29,186
Non-cash loss from non-income tax contingencies	12,150	3,059	9,075
Payments for lease settlements	(46,804)	—	—
Other, net	1,106	408	(5,341)
Changes in operating assets and liabilities:			
Receivables	(15,986)	(323,036)	(163,202)
Prepaid expenses and other assets	(17,433)	(28,504)	(42,047)
Accounts payable and accrued expenses	(45,329)	(47,200)	5,574
Income tax receivable/payable, net	(101,126)	99,563	(36,220)
Deferred revenue and other liabilities	(98,277)	171,474	(53,152)
Net cash (used in) provided by operating activities	(156,082)	259,556	339,769
Cash flows from investing activities			
Purchase of property and equipment	(50,444)	(74,624)	(155,641)
Expenditures for deferred costs	(5,843)	(14,538)	(17,701)
Receipts from sales of discontinued operations, net of cash sold, property and equipment	2,150,820	676,569	1,266,042
Settlement of derivatives related to sale of discontinued operations and net investment hedge	(50,341)	—	12,866
Business acquisitions, net of cash acquired	—	—	(1,205)
Proceeds from sale of investment	—	—	11,473
Other, net	—	(7)	926
Net cash provided by investing activities	2,044,192	587,400	1,116,760
Cash flows from financing activities			
Proceeds from issuance of long-term debt, net of original issue discount	46,493	528,382	1,123,179
Payments on long-term debt	(942,030)	(705,353)	(2,507,790)
Payments of deferred purchase price for acquisitions	—	(5,680)	(20,157)
Payments to purchase noncontrolling interests	—	(13,716)	(5,761)
Special cash distributions	(1,374,855)	—	—
Proceeds from exercise of stock options	3,411	25,716	14,007
Payments to repurchase common stock	(380,505)	(99,523)	(264,093)
Withholding of shares to satisfy tax withholding for vested stock awards and exercised stock options	(2,769)	(1,154)	(2,245)
Payments of call premiums and debt issuance costs	(32,980)	(779)	(9,091)
Distributions to noncontrolling interest holders	—	(609)	(2,026)
Net cash used in financing activities	(2,683,235)	(272,716)	(1,673,977)
Effects of exchange rate changes on Cash and cash equivalents and Restricted cash	(14,724)	(546)	5,070
Change in cash included in current assets held for sale	288,126	195,787	184,578
Net change in Cash and cash equivalents and Restricted cash	(521,723)	769,481	(27,800)
Cash and cash equivalents and Restricted cash at beginning of period	867,298	97,817	125,617
Cash and cash equivalents and Restricted cash at end of period	\$ 345,575	\$ 867,298	\$ 97,817

The accompanying notes are an integral part of these consolidated financial statements.

Laureate Education, Inc. and Subsidiaries
Notes to Consolidated Financial Statements
(Dollars and shares in thousands)

Note 1. Description of Business

Laureate Education, Inc. and subsidiaries (hereinafter Laureate, we, us, our, or the Company) provide higher education programs and services to students through licensed universities and higher education institutions (institutions). Laureate's programs are provided through institutions that are campus-based and through electronically distributed educational programs (online). In response to the COVID-19 pandemic, we transitioned the educational delivery method at all of our campus-based institutions to be online, leveraging our existing technologies and learning platforms to serve students outside the traditional classroom setting. While our universities continue to deliver learning online, they also are focused on planning for a safe return to campus, when appropriate to do so.

We are domiciled in Delaware as a public benefit corporation, a demonstration of our long-term commitment to our mission to benefit our students and society. The Company completed its initial public offering (IPO) on February 6, 2017 and its shares are listed on the Nasdaq Global Select Market under the symbol "LAUR."

Discontinued Operations

In 2017 and 2018, the Company announced the divestiture of certain subsidiaries located in Europe, Asia and Central America, which were included in the following segments: Peru (formerly Andean), Central America (formerly Central America & U.S. Campuses), and Rest of World. The goal of the divestitures was to create a more focused and simplified business model and generate proceeds to be used for further repayment of long-term debt. This represented a strategic shift that had a major effect on the Company's operations and financial results. Accordingly, all of the divestitures that were part of this strategic shift, which have now been completed, were accounted for as Discontinued Operations for all periods presented in accordance with Accounting Standards Codification (ASC) 205-20, "Discontinued Operations" (ASC 205).

On January 27, 2020, we announced that our Board of Directors had authorized the Company to explore strategic alternatives for each of its businesses to unlock shareholder value. As a result of these efforts to explore strategic alternatives, during the third quarter of 2020, the Company announced that it had completed a sale of its operations in Chile and had signed agreements to sell its operations in Brazil, Australia and New Zealand, as well as Walden University, its fully online higher education institution in the United States. This also represented a strategic shift that had a major effect on the Company's operations and financial results. As such, Chile, Brazil, Australia and New Zealand, and Walden also have been accounted for as Discontinued Operations for all periods presented in accordance with ASC 205. The sale of our operations in Australia and New Zealand was completed on November 3, 2020, the sale of our operations in Brazil was completed on May 28, 2021, and the sale of Walden University was completed on August 12, 2021. For Laureate's institutions in Mexico and Peru, the board decided after a thorough evaluation of all strategic options, including a potential sale, to continue to operate these assets under Laureate management. Accordingly, Mexico and Peru represent our Continuing Operations. See Note 4, Discontinued Operations and Assets Held for Sale, and Note 5, Dispositions, for more information. Unless indicated otherwise, the information in the footnotes to the Consolidated Financial Statements relates to Continuing Operations.

Note 2. Significant Accounting Policies

The preparation of the Consolidated Financial Statements in conformity with accounting principles generally accepted in the United States (GAAP) requires our management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues and expenses, and the related disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

Principles of Consolidation

General

Our Consolidated Financial Statements include all accounts of Laureate and our majority-owned subsidiaries. Intercompany accounts and transactions have been eliminated in consolidation.

Noncontrolling Interests

A noncontrolling interest is the portion of a subsidiary that is not attributable to us either directly or indirectly. A noncontrolling interest can also be referred to as a minority interest. We recognize noncontrolling interest holders' share of equity and net income or loss separately in Noncontrolling interests in the Consolidated Balance Sheets and Net (income) loss attributable to noncontrolling interests in the Consolidated Statements of Operations.

Foreign Currency Translation and Transaction Gains and Losses

The United States Dollar (USD) is the reporting currency of Laureate. Our subsidiaries' financial statements are maintained in their functional currencies. The functional currency of each of our foreign subsidiaries is the currency of the economic environment in which the subsidiary primarily does business. Our foreign subsidiaries' financial statements are translated into USD using the exchange rates applicable to the dates of the financial statements. Assets and liabilities are translated into USD using the period-end spot foreign exchange rates. Income and expenses are translated at the weighted-average exchange rates in effect during the period. Equity accounts are translated at historical exchange rates. The effects of these translation adjustments are reported as a component of Accumulated other comprehensive income (loss) included in the Consolidated Statements of Stockholders' Equity.

In the past, Laureate has had certain intercompany loans that were deemed to have the characteristics of a long-term investment. That is, the settlement of the intercompany loan was not planned or anticipated in the foreseeable future. Transaction gains and losses related to these types of loans are recorded as a component of Accumulated other comprehensive income (loss) included in the Consolidated Statements of Stockholders' Equity. Transaction gains and losses related to all other intercompany loans are included in Foreign currency exchange gain (loss), net in the Consolidated Statements of Operations.

For any transaction that is in a currency different from the entity's functional currency, Laureate records a gain or loss based on the difference between the exchange rate at the transaction date and the exchange rate at the transaction settlement date (or rate at period end, if unsettled) as Foreign currency exchange gain (loss), net in the Consolidated Statements of Operations.

Cash and Cash Equivalents

Laureate considers all highly liquid investments that are purchased with an original maturity of three months or less to be cash equivalents.

Restricted Cash

Restricted cash includes cash equivalents held to collateralize letters of credit and cash equivalents held as assets for a supplemental employment retention agreement for a former executive. In addition, Laureate may at times have restricted cash in escrow or otherwise have cash that is not available for use in current operations. As of December 31, 2020, Laureate's United States institution, Walden University (Walden), participated in the United States Department of Education (DOE) Title IV student financing assistance lending programs (Title IV programs), and a letter of credit was required by the DOE in order to allow Walden to participate in the Title IV program. As of December 31, 2020, the restricted cash used to collateralize this letter of credit was held by a corporate entity. As discussed in Note 5, Dispositions, the Company completed the sale of Walden on August 12, 2021 and the DOE released the letter of credit during the fourth quarter of 2021.

Financial Instruments

Laureate's financial instruments consist of cash and cash equivalents, restricted cash, accounts and notes receivable, other receivables, accounts payable, derivative instruments, debt, and operating and finance lease obligations. The fair value of these financial instruments approximates their carrying amounts reported in the Consolidated Balance Sheets with the exception of our prior-year debt, as discussed in Note 8, Debt. Additional information about fair value is provided in Note 18, Fair Value Measurement.

Our cash accounts are maintained with high-quality financial institutions with no significant concentration in any one institution. Our accounts receivable are not concentrated with any one significant customer.

Accounts and Notes Receivable

We recognize student receivables when an academic session begins, although students generally enroll in courses prior to the start of the academic session. Receivables are recognized only to the extent that it is probable that we will collect substantially all of the consideration to which we are entitled in exchange for the goods and services that will be transferred to the student. Occasionally, certain of our institutions have sold certain student receivables to local financial institutions without recourse. These transactions were deemed sales of receivables and the receivables were derecognized from our Consolidated Balance Sheets.

Allowance for Doubtful Accounts

Receivables are deemed to be uncollectible when they have been outstanding for two years, or earlier when collection efforts have ceased, at which time they are written off. Prior to that, Laureate records an allowance for doubtful accounts to reduce our receivables to their net realizable value. Our allowance estimation methodology is based on the age of the receivables, the status of past-due amounts, historical collection trends, current economic conditions and student enrollment status. In the event that current collection trends differ from historical trends, an adjustment is made to the allowance account and bad debt expense.

The reconciliations of the beginning and ending balances of the Allowance for doubtful accounts were as follows:

For the years ended December 31,	2021	2020	2019
Balance at beginning of period	\$ 76,694	\$ 60,465	\$ 43,491
Additions: charges to bad debt expense	21,302	44,707	20,324
Deductions ^(a)	(35,770)	(28,478)	(3,350)
Balance at end of period	\$ 62,226	\$ 76,694	\$ 60,465

^(a) Deductions include accounts receivable written off against the allowance (net of recoveries) and foreign currency translation.

Property and Equipment, and Leased Assets

Property and equipment includes land, buildings, furniture, equipment, software, library books, leasehold improvements, and construction in-progress. We record property and equipment at cost less accumulated depreciation and amortization. Software that is developed for internal use is classified within the line item titled Furniture, equipment and software in our Consolidated Balance Sheets. Repairs and maintenance costs are expensed as incurred. Assets under construction are recorded in Construction in-progress until they are available for use. Interest is capitalized as a component of the cost of projects during the construction period.

We conduct a significant portion of our operations at leased facilities, including many of Laureate's higher education facilities and other office locations. Laureate analyzes each lease agreement to determine whether it should be classified as a finance lease or an operating lease. For operating leases, right-of-use (ROU) assets and lease liabilities are recognized at the commencement date of the lease based on the estimated present value of lease payments over the lease term. For finance leases, we initially record the assets and lease liabilities at the present value of the future minimum lease payments. As most of the Company's leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. The significant assumption used in estimating the present value of the lease payments is the incremental borrowing rate.

Depreciation is recorded on a straight-line basis over the estimated useful lives of the assets. Leasehold improvements, including structural improvements, are amortized using the straight-line method over the lesser of the estimated useful life of the asset or the lease term, including reasonably assured renewals or purchase options that are considered likely to be exercised. Laureate includes the amortization of assets recorded under finance leases within depreciation expense. Assets under finance leases are typically amortized over the related lease term using the straight-line method. We recognize operating lease rent expense on a straight-line basis over the lease term.

Depreciation and amortization periods are as follows:

Buildings	10-50 years
Furniture, equipment and software	2-10 years
Leasehold improvements	2-25 years

Direct and Deferred Costs

Direct costs reported on the Consolidated Statements of Operations represent the cost of operations, including selling and administrative expenses, which are directly attributable to specific business units.

Deferred costs on the Consolidated Balance Sheets consist primarily of direct costs associated with online course development, accreditation and costs to obtain a contract. Deferred costs associated with the development of online educational programs are capitalized after technological feasibility has been established. Deferred online course development costs are amortized to Direct costs on a straight-line basis over the estimated period that the associated products are expected to generate revenues. Deferred online course development costs are evaluated on a quarterly basis through review of the corresponding course catalog. If a course is no longer listed or offered in the current course catalog, then the costs associated with its development are written off. As of December 31, 2021 and 2020, the unamortized balances of online course development costs were \$3,084 and \$15,258, respectively. Laureate defers direct and incremental third-party costs incurred for obtaining initial accreditation and for the renewal of accreditations. These accreditation costs are amortized to Direct costs over the life of the accreditation on a straight-line basis. As of December 31, 2021 and 2020, the unamortized balances of accreditation costs were \$219 and \$241, respectively. As discussed in Note 3, Revenue, Laureate also defers certain commissions and bonuses earned by third-party agents and our employees that are considered incremental and recoverable costs of obtaining a contract with a customer. These costs are amortized over the period of benefit which ranges from two to four years. As of December 31, 2021 and 2020, the unamortized balances of contract costs were \$2,678 and \$2,124, respectively.

At December 31, 2021 and 2020, Laureate's total Deferred costs were \$27,108 and \$33,361, respectively, with accumulated amortization of \$(21,127) and \$(15,738), respectively.

Debt Issuance Costs

Debt issuance costs were paid as a result of certain debt transactions and are presented as a deduction from debt. These debt issuance costs are amortized over the term of the associated debt instruments. The amortization expense is recognized as a component of Interest expense in the Consolidated Statements of Operations. As of December 31, 2021 and 2020, the unamortized balances of deferred financing costs were \$3,588 and \$53,292, respectively.

Goodwill, Other Intangible Assets and Long-lived Assets

Goodwill

Goodwill primarily represents the amounts paid by Wengen Alberta, Limited Partnership (Wengen), the Company's controlling stockholder, in excess of the fair value of the net assets acquired in the August 2007 leveraged buyout transaction (LBO) (see Note 7, Goodwill and Other Intangible Assets), plus the excess purchase price over fair value of net assets for businesses acquired after the LBO transaction.

Goodwill is evaluated annually as of October 1st each year for impairment at the reporting unit level, in accordance with ASC 350, "Intangibles - Goodwill and Other." We also evaluate goodwill for impairment on an interim basis if events or changes in circumstances between annual tests indicate that the asset may be impaired. Goodwill is impaired when the carrying amount of a reporting unit's goodwill exceeds its implied fair value. A reporting unit is defined as a component of an operating segment for which discrete financial information is available and regularly reviewed by management of the segment.

On January 1, 2020, the Company adopted Accounting Standards Update (ASU) No. 2017-04, Intangibles - Goodwill and Other (Topic 350): Simplifying the Accounting for Goodwill Impairment. This ASU requires entities to calculate goodwill impairment as the amount by which a reporting unit's carrying value exceeds its fair value, not to exceed the carrying amount of goodwill.

Under the updated guidance, the Company continues to have the option of first performing a qualitative goodwill impairment assessment (i.e., step zero) in order to determine if the quantitative impairment test is necessary. The requirement to perform a qualitative assessment for a reporting unit with a zero or negative carrying amount is eliminated. Based on the qualitative assessment, if we determine that it is more likely than not that the fair value of the reporting unit is greater than its carrying amount, the quantitative impairment test is not required.

If we do not perform the qualitative assessment for a reporting unit or determine that it is more likely than not that the fair value of a reporting unit is less than its carrying amount, a quantitative fair value-based test is performed. We estimate the fair value of each reporting unit, and, if the carrying amount of the reporting unit is less than the reporting unit's estimated fair value, then there is no goodwill impairment. If the carrying amount of the reporting unit exceeds its estimated fair value, then goodwill is impaired and the difference between the reporting unit's carrying amount and its fair value is recognized as a loss on impairment of assets in the consolidated statements of operations. We completed our annual impairment testing, and no impairments of goodwill were identified.

Our valuation approach to estimate the fair value of a reporting unit utilizes a weighted combination of a discounted cash flow analysis and a market multiples analysis. The discounted cash flow analysis relies on historical data and internal estimates, which are developed as a part of our long-range plan process, and includes an estimate of terminal value based on these expected cash flows using the generally accepted Gordon Dividend Growth formula, which derives a valuation using an assumed perpetual annuity based on the reporting unit's residual cash flows. The discount rate is based on the generally accepted Weighted Average Cost of Capital methodology, and is derived using a cost of equity based on the generally accepted Capital Asset Pricing Model and a cost of debt based on the typical rate paid by market participants. The market multiples analysis utilizes multiples of business enterprise value to revenues, operating income and earnings before interest, taxes, depreciation and amortization of comparable publicly traded companies and multiples based on fair value transactions where public information is available. Significant assumptions used in estimating the fair value of each reporting unit include: (1) the revenue and profitability growth rates and (2) the discount rate.

Other Intangible Assets

Other intangible assets on the Consolidated Balance Sheets include acquired indefinite-lived tradenames, which are valued using the relief-from-royalty method. This method estimates the amount of royalty expense that we would expect to incur if the assets were licensed from a third party. We use publicly available information in determining certain assumptions to assist us in estimating fair value using market participant assumptions. Any costs incurred to internally develop new tradenames are expensed as incurred. Accreditations are not considered a separate unit of account and their values are embedded in the cash flows generated by the institution, which are used to value its tradename. The Company does not believe accreditations have significant value on their own due to the fact that they are neither exclusive nor scarce, and the direct costs associated with obtaining accreditations are not material. Other intangible assets also included the Laureate tradename, which in 2020 was determined to no longer have an indefinite life and was fully amortized as of December 31, 2021.

Indefinite-lived tradenames are evaluated annually as of October 1st each year for impairment as well as on an interim basis if events or changes in circumstances between annual tests indicate that the asset may be impaired. The impairment test for indefinite-lived intangible assets generally requires a new determination of the fair value of the intangible asset using the relief-from-royalty method. If the fair value of the intangible asset is less than its carrying value, the intangible asset is adjusted to its new estimated fair value, and an impairment loss is recognized. Significant assumptions used in estimating the fair value of indefinite-lived tradenames include: (1) the revenue growth rates; (2) the discount rates; and (3) the estimated royalty rates.

Long-lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset or group of assets may not be fully recoverable. These events or changes in circumstances may include, but are not limited to, a significant deterioration of operating results, a change in regulatory environment, changes in business plans, or adverse changes in anticipated future cash flows. If an impairment indicator is present, we evaluate recoverability by a comparison of the carrying amount of the assets to future undiscounted net cash flows expected to result from the use and eventual disposition of the assets. If the assets are determined to be impaired, the impairment recognized is the excess of the carrying amount over the fair value of the assets. Fair value is generally determined by the discounted cash flow method. The discount rate used in any estimate of discounted cash flows is the rate commensurate with a similar investment of similar risk.

Derivative Instruments

In the normal course of business, our operations have significant exposure to fluctuations in foreign currency values and interest rate changes. Accordingly, Laureate mitigates a portion of these risks through a risk-management program that includes the use of derivative financial instruments (derivatives). Laureate selectively enters into foreign exchange forward contracts to reduce the earnings impact related to receivables and payables that are denominated in foreign currencies. In addition, in certain cases Laureate uses interest rate swaps to mitigate certain risks associated with floating-rate debt arrangements. We do not engage in speculative or leveraged transactions, nor do we hold or issue derivatives for trading purposes. Laureate reports all derivatives on our Consolidated Balance Sheets at fair value, including any identified embedded derivatives. Realized and unrealized gains and/or losses resulting from derivatives are recognized in our Consolidated Statements of Operations, unless designated and effective as a hedge.

For derivatives that are both designated and effective as cash flow hedges, gains or losses associated with the change in fair value of the derivatives are recognized on our Consolidated Balance Sheets as a component of Accumulated other comprehensive income (loss) and amortized over the term of the related hedged items. For derivatives that are both designated and effective as net investment hedges, gains or losses associated with the change in fair value of the derivatives are recognized on our Consolidated Balance Sheets as a component of Accumulated other comprehensive income (loss).

Revenue Recognition

Our revenues primarily consist of tuition and educational service revenues. We also generate other revenues from student fees, dormitory/residency fees and other education-related activities. These other revenues are less material to our overall financial results and have a tendency to trend with tuition revenues. Revenues are recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. These revenues are recognized net of scholarships and other discounts, refunds and waivers. For further description, see Note 3, Revenue.

Advertising

Laureate expenses advertising costs as incurred. Advertising expenses were \$53,629, \$45,318 and \$53,819 for the years ended December 31, 2021, 2020 and 2019, respectively, and are recorded in Direct costs in our Consolidated Statements of Operations.

Share-based Compensation

Share-based compensation expense is based on the grant-date fair value estimated in accordance with the provisions of ASC 718, "Compensation – Stock Compensation." Laureate recognizes share-based compensation expense, less estimated forfeitures, on a straight-line basis over the requisite service period for time-based awards and graded vesting basis for performance-based awards. Laureate estimates forfeitures based on historical activity, expected employee turnover, and other qualitative factors which are adjusted for changes in estimates and award vesting. All expenses for an award will be recognized by the time it becomes fully vested.

We use the Black-Scholes-Merton option pricing model to calculate the fair value of stock options. This option valuation model requires the use of subjective assumptions, including the estimated fair value of the underlying common stock, the expected stock price volatility, and the expected term of the option. Prior to the IPO, the estimated fair value of the underlying common stock was based on third-party valuations. After our IPO, the estimated fair value of the underlying common stock is based on the closing price of our common stock on the grant date. Because we have only been publicly traded since February 2017, our volatility estimates are based on an average of: (1) a peer group of companies and (2) Laureate's historical volatility. We estimate the expected term of awards to be the weighted average mid-point between the vesting date and the end of the contractual term. We use this method to estimate the expected term because we do not have sufficient historical exercise data.

Laureate has granted restricted stock, restricted stock units, stock options, and performance awards for which the vesting is based on annual performance metrics of the Company. For interim periods, we use our year-to-date actual results, financial forecasts, and other available information to estimate the probability of the award vesting based on the performance metrics. The related compensation expense recognized is affected by our estimates of the vesting probability of these performance awards.

Income Taxes

Laureate records the amount of taxes payable or refundable for the current year. Deferred income tax assets and liabilities are recorded with respect to temporary differences in the accounting treatment of items for GAAP financial reporting purposes and for income tax purposes. Deferred tax assets and liabilities are measured using enacted tax rates in effect for the year in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in earnings in the period in which the new rate is enacted. Where, based on the weight of all available evidence, it is more likely than not that some portion of recorded deferred tax assets will not be realized, a valuation allowance is established for the amount that, in management's judgment, is sufficient to reduce the deferred tax asset to an amount that is more likely than not to be realized.

A tax position must meet a minimum probability threshold before a financial statement benefit is recognized. The minimum threshold is defined as a tax position that is more likely than not to be sustained upon examination by the applicable taxing authority, including resolution of any related appeals or litigation processes, based on the technical merits of the position and having full knowledge of all relevant information. This involves the use of significant estimates and assumptions by management with respect to the potential outcome of positions taken on tax returns that may be reviewed by tax authorities.

We earn substantially all of our income from subsidiaries located in countries outside the United States. Deferred tax liabilities have not been recognized for undistributed historical foreign earnings because management believes that the historical retained earnings will be indefinitely reinvested outside the United States under the Company's planned tax-neutral methods. Our assertion that earnings from our foreign operations will be indefinitely reinvested is supported by projected working capital and long-term capital plans in each foreign subsidiary location in which the earnings are generated. Additionally, we believe that we have the ability to indefinitely reinvest foreign earnings based on our domestic operation's cash repatriation strategies, projected cash flows, projected working capital and liquidity, and the expected availability of capital within the debt or equity markets. If our expectations change based on future developments, such that some or all of the undistributed earnings of our foreign subsidiaries may be remitted to the United States in the foreseeable future, we will be required to recognize deferred tax expense and liabilities on any amounts that we are unable to repatriate in a tax-free manner.

For additional information regarding income taxes and deferred tax assets and liabilities, see Note 13, Income Taxes.

Contingencies

Laureate accrues for contingent obligations when it is probable that a liability has been incurred and the amount or range of amounts is reasonably estimable. As new facts become known to management, the assumptions related to a contingency are reviewed and adjustments are made, as necessary. Any legal costs incurred related to contingencies are expensed as incurred.

COVID-19

The outbreak of COVID-19 has caused domestic and global disruption in operations for institutions of higher education. The long-term effect to the Company of the COVID-19 pandemic depends on numerous factors, including, but not limited to, the effect on student enrollment, tuition pricing, and collections in future periods, which cannot be fully quantified at this time. As of December 31, 2021 and through the date of this Form 10-K, the Company evaluated its accounting estimates that require consideration of forecasted financial information, based on current information reasonably available to us. The forecast also includes certain estimates and assumptions around macroeconomic conditions and the timing of campuses reopening. While this evaluation did not result in a material effect to the Company's Consolidated Financial Statements as of and for the years ended December 31, 2021 and 2020, future evaluations could result in a material effect, including potential impairments, depending on the eventual impact to the Company of the COVID-19 pandemic and its effect on student enrollment, tuition pricing, and collections in future periods.

Recently Adopted Accounting Standards

Accounting Standards Update (ASU) No. 2019-12 (ASU 2019-12), Income Taxes (Topic 740) - Simplifying the Accounting for Income Taxes

In December 2019, the Financial Accounting Standards Board (“FASB”) issued ASU 2019-12, which removes certain exceptions for performing intraperiod tax allocations, recognizing deferred taxes for investments, and calculating income taxes in interim periods. The guidance also simplifies the accounting for franchise taxes, transactions that result in a step-up in the tax basis of goodwill, and the effect of enacted changes in tax laws or rates in interim periods. The Company adopted ASU 2019-12 in the first quarter of 2021, and the adoption had no material impact to our Consolidated Financial Statements.

Note 3. Revenue

Revenue Recognition

Our revenues primarily consist of tuition and educational service revenues. We also generate other revenues from student fees, dormitory/residency fees and other education-related activities. These other revenues are less material to our overall financial results and have a tendency to trend with tuition revenues. Revenues are recognized when control of the promised goods or services is transferred to our customers, in an amount that reflects the consideration we expect to be entitled to in exchange for those goods or services. These revenues are recognized net of scholarships and other discounts, refunds and waivers. Laureate's institutions have various billing and academic cycles.

We determine revenue recognition through the five-step model prescribed by ASC Topic 606, *Revenue from Contracts with Customers*, as follows:

- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when, or as, we satisfy a performance obligation.

We assess collectibility on a portfolio basis prior to recording revenue. Generally, students cannot re-enroll for the next academic session without satisfactory resolution of any past-due amounts. If a student withdraws from an institution, Laureate's obligation to issue a refund depends on the refund policy at that institution and the timing of the student's withdrawal. Generally, our refund obligations are reduced over the course of the academic term. We record refunds as a reduction of deferred revenue as applicable.

The following table shows the components of Revenues by reportable segment and as a percentage of total net revenue for the years ended December 31, 2021, 2020 and 2019:

	Mexico	Peru	Corporate ⁽¹⁾	Total	
2021					
Tuition and educational services	\$ 679,430	\$ 526,987	\$ —	\$ 1,206,417	111 %
Other	92,719	48,363	9,216	150,298	14 %
Gross revenue	772,149	575,350	9,216	1,356,715	125 %
Less: Discounts / waivers / scholarships	(231,720)	(38,294)	—	(270,014)	(25)%
Total	\$ 540,429	\$ 537,056	\$ 9,216	\$ 1,086,701	100 %
2020					
Tuition and educational services	\$ 634,956	\$ 482,977	\$ —	\$ 1,117,933	109 %
Other	81,764	41,869	7,432	131,065	13 %
Gross revenue	716,720	524,846	7,432	1,248,998	122 %
Less: Discounts / waivers / scholarships	(182,113)	(41,968)	—	(224,081)	(22)%
Total	\$ 534,607	\$ 482,878	\$ 7,432	\$ 1,024,917	100 %
2019					
Tuition and educational services	\$ 715,817	\$ 526,112	\$ —	\$ 1,241,929	102 %
Other	101,224	54,020	12,473	167,717	14 %
Gross revenue	817,041	580,132	12,473	1,409,646	116 %
Less: Discounts / waivers / scholarships	(164,195)	(33,381)	—	(197,576)	(16)%
Total	\$ 652,846	\$ 546,751	\$ 12,473	\$ 1,212,070	100 %

⁽¹⁾ Includes the elimination of inter-segment revenues.

Performance Obligations

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of accounting in Topic 606. A contract's transaction price is allocated to each performance obligation identified in the arrangement based on the relative standalone selling price of each distinct good or service in the contract and recognized as revenue when, or as, the performance obligation is satisfied. The primary method used to estimate standalone selling price is the adjusted market assessment approach, under which we evaluate the market and estimate the price that a customer would be willing to pay for the goods and services we provide.

Our performance obligations are primarily satisfied over time during the course of an academic semester or academic year. Laureate's transaction price is determined based on gross price, net of scholarships and other discounts, refunds and waivers. The majority of our revenue is derived from tuition and educational services agreements with students, and thus, is recognized over time on a weekly straight-line basis over each academic session. We view the knowledge gained by the student as the benefit which the student receives during the academic sessions. We use the output method to recognize tuition and educational services revenue as this method faithfully depicts our performance toward complete satisfaction of the performance obligation. Dormitory/residency revenues, which are included in the Other line item in the table above, are recognized over time throughout the occupancy period using the output method based on the proportional period of time elapsed which faithfully depicts our performance toward complete satisfaction of the performance obligation.

We have elected the optional exemption to not disclose amounts where the performance obligation is part of a contract that has an original expected duration of one year or less. We expect to recognize substantially all revenue on these remaining performance obligations over the next 12 months.

Contract Balances

The timing of billings, cash collections and revenue recognition results in accounts receivable (contract assets) and deferred revenue and student deposits (contract liabilities) on the Consolidated Balance Sheets. We have various billing and academic cycles and recognize student receivables when an academic session begins, although students generally enroll in courses prior to the start of the academic session. Receivables are recognized only to the extent that it is probable that we will collect substantially all of the consideration to which we are entitled in exchange for the goods and services that will be transferred to the student. We receive advance payments or deposits from our students before revenue is recognized, which are recorded as contract liabilities in deferred revenue and student deposits. Payment terms vary by university with some universities requiring payment in advance of the academic session and other universities allowing students to pay in installments over the term of the academic session.

All of our contract assets are considered accounts receivable and are included within the Accounts and notes receivable balance in the accompanying Consolidated Balance Sheets. Total accounts receivable from our contracts with students were \$117,987 and \$138,738 as of December 31, 2021 and 2020, respectively. All contract asset amounts are classified as current. Contract liabilities in the amount of \$43,959 and \$47,180 were included within the Deferred revenue and student deposits balance in the current liabilities section of the accompanying Consolidated Balance Sheets as of December 31, 2021 and 2020, respectively. Substantially all of the contract liability balance at the beginning of the year was recognized into revenue during the year ended December 31, 2021.

Costs to Obtain a Contract

Certain commissions and bonuses earned by third-party agents and our employees are considered incremental and recoverable costs of obtaining a contract with a customer. These costs are deferred and then amortized over the period of benefit which ranges from two to four years. We determined the expected period of benefit, by university, as the expected student enrollment period. As of December 31, 2021 and 2020, the asset balances were approximately \$5,800 and \$4,000, respectively, and the accumulated amortization balances were approximately \$3,100 and \$1,900, respectively, both of which are included in Deferred costs, net, in the accompanying Consolidated Balance Sheets. The associated operating costs of approximately \$1,400 and \$1,100, respectively, were recorded in Direct costs in the accompanying Consolidated Statement of Operations for the years ended December 31, 2021 and 2020. We also pay certain commissions and bonuses where the period of benefit is one year or less.

Practical Expedients

We recognize the incremental costs of obtaining a contract with a student as an expense when incurred in instances where the amortization period of the asset that we would have recognized is one year or less.

We have made an accounting policy election to exclude from the measurement of the transaction price all taxes assessed by governmental authorities that are both imposed on and concurrent with specific revenue-producing transactions and collected by the entity from our customers (e.g., sales, use, value added and excise taxes).

Note 4. Discontinued Operations and Assets Held for Sale

As discussed in Note 1, Description of Business, the Company's remaining principal markets are Mexico and Peru (the Continuing Operations). All remaining markets have been divested (the Discontinued Operations). As described in Note 5, Dispositions, a number of sale transactions closed during the three years ended December 31, 2021.

Summarized operating results and cash flows of the Discontinued Operations are presented in the following table:

For the years ended December 31,	2021	2020	2019
Revenues	\$ 542,979	\$ 1,674,602	\$ 2,539,995
Depreciation and amortization expense	—	(60,378)	(111,376)
Share-based compensation expense	(1,277)	(3,050)	(2,669)
Other direct costs	(433,127)	(1,313,258)	(2,026,187)
Loss on impairment of assets	(1,268)	(438,258)	(691)
Other non-operating expense	(22,288)	(68,553)	(70,719)
Gain on sale of discontinued operations before taxes, net	636,172	25,048	793,475
Pretax income (loss) of discontinued operations	721,191	(183,847)	1,121,828
Income tax expense	(234,326)	(114,257)	(33,681)
Income (loss) from discontinued operations, net of tax	\$ 486,865	\$ (298,104)	\$ 1,088,147
Operating cash flows of discontinued operations	\$ 39,544	\$ 288,271	\$ 315,406
Investing cash flows of discontinued operations	\$ (11,161)	\$ (48,428)	\$ (99,725)
Financing cash flows of discontinued operations	\$ (18,054)	\$ (969)	\$ (103,583)

2021 Loss Recognized on Held-For-Sale Disposal Group

Brazil

During the first quarter of 2021, the Company recorded a loss of approximately \$32,400 related to the Brazil disposal group, which was classified as a Discontinued Operation, in order to write down the carrying value of those assets to their estimated fair value less costs to sell as of March 31, 2021, in accordance with ASC 360-10, "Impairment and Disposal of Long-lived Assets" (ASC 360-10). The estimated fair value was based on the sale agreement for the disposal group that was announced on November 2, 2020, as previously disclosed. The sale of the Brazil disposal group closed on May 28, 2021. See Note 5, Dispositions, for more information.

2020 Impairments and Losses Recognized on Held-For-Sale Disposal Groups

Chile

As described in Note 1, Description of Business, in January 2020, Laureate's Board of Directors authorized the Company to explore strategic alternatives for each of its businesses to unlock shareholder value. As part of that process, the Company evaluated all potential options for its remaining businesses, including sales, spin-offs or business combinations. During the second quarter of 2020, the Company received and considered information regarding the market valuation for control of its Chilean operations, which was both a reporting unit and an asset group. In a divestiture scenario, this market feedback revealed the range of values that could be expected to be offered by potential investors, and this range of values was lower than carrying value. The reasons for this included uncertainties that market participants had around operating higher education institutions in Chile related to the challenging political and regulatory environment and the possibility that a new Chilean constitution could become effective. These uncertainties particularly affected the views of market participants (as well as the views of the Company) about operating a not-for-profit education institution in Chile.

After assessing these factors, the Company concluded that it was more likely than not that the fair value of its Chile reporting unit was less than its carrying value. Accordingly, the Company performed an impairment test of the long-lived assets that were part of the Chile reporting unit. Because Chile had not yet met the held-for-sale criteria as of June 30, 2020, the long-lived assets other than goodwill were evaluated for impairment under the held-and-used model, based on the probability-weighted cash flows expected to be generated by the asset group. Goodwill was also evaluated for impairment. The projections used in the impairment testing included key assumptions around the effect of regulatory uncertainties on the future cash flows expected

to be generated, reducing the estimates of those cash flows. In addition, the projections incorporated assumptions around growth rates, tax rates and discount rates. The inputs used were not observable to active markets and were therefore deemed “Level 3” inputs in the fair value hierarchy.

As a result of the impairment test, the Company determined that the carrying value of the Chile asset group exceeded its fair value by approximately \$418,000 and recorded an impairment charge in that amount during the second quarter of 2020, as follows:

Goodwill and tradenames	\$	238,400
Land and buildings		80,600
Other long-lived assets		36,500
Operating lease right-of-use assets, net		62,500
Total Chile impairment	\$	418,000

In addition, the Company had recorded within stockholders’ equity, as a component of accumulated other comprehensive income, approximately \$293,000 of accumulated foreign currency translation losses associated with the Chilean operations. As discussed further in Note 5, Dispositions, the Company completed the divestiture of its Chilean operations during the third quarter of 2020 and, as a result, these accumulated foreign currency translation losses were recognized as part of the loss on sale.

Honduras

During the second quarter of 2020, the Company recorded a loss of approximately \$10,000 related to the Honduras disposal group, which was classified as a Discontinued Operation, in order to write down the carrying value of those assets to their estimated fair value at that time, in accordance with ASC 360-10. During the third quarter of 2020, the Company recorded an additional loss of approximately \$10,000 related to the Honduras disposal group, in order to adjust the carrying value of those assets to their estimated fair value based on the sale agreement for the institution that was signed in October 2020.

Brazil

During the third quarter of 2020, the Company signed an agreement to sell its Brazil operations and, as a result, Brazil was classified as a Discontinued Operation for all periods presented. In connection with this decision to sell Brazil, the Company recorded a loss of approximately \$190,000 in order to write down the carrying value of the Brazil disposal group to its estimated fair value less costs to sell, as required by ASC 360-10. The estimated fair value was based on an offer received from a market participant. Because the held-for-sale criteria were met during the third quarter, the carrying value used to evaluate the Brazil business included the accumulated foreign currency translation losses associated with Brazil, resulting in this loss. During the fourth quarter of 2020, the Company recorded an additional loss of approximately \$15,000 in order to adjust the carrying value of the Brazil disposal group to its estimated fair value less costs to sell as of December 31, 2020.

2019 Losses Recognized on Held-For-Sale Disposal Groups

During 2019, the Company recognized total losses of approximately \$43,000 related to the write-down of held-for-sale disposal groups. Of this amount, approximately \$25,000 relates to the Costa Rica disposal group and was recorded during the third quarter of 2019, in order to write down the carrying value of those assets to their estimated fair value, per ASC 360-10. As discussed in Note 5, Dispositions, the Costa Rica institutions were sold on January 10, 2020. The remaining loss relates to a write down of the carrying value of our Honduras disposal group that was recorded during the fourth quarter of 2019, in order to reduce the carrying value of those assets to their estimated fair value at that time.

The assets and liabilities of the Discontinued Operations, which are subject to finalization, have been classified as held for sale as of December 31, 2021 and 2020, in accordance with ASC 205. The assets and liabilities are recorded at the lower of their carrying values or their estimated 'fair values less costs to sell.' The carrying amounts of the major classes of assets and liabilities that were classified as held for sale are presented in the following table:

	December 31, 2021	December 31, 2020
Assets of Discontinued Operations		
Cash and cash equivalents	\$ —	\$ 270,164
Receivables, net	—	113,386
Property and equipment, net	—	259,471
Goodwill and tradenames	—	1,202,496
Operating lease assets	6,164	136,806
Other assets	—	183,742
Valuation allowance on held-for-sale disposal groups	—	(248,630)
Total assets held for sale	\$ 6,164	\$ 1,917,435
Liabilities of Discontinued Operations		
Deferred revenue and student deposits	\$ —	\$ 87,793
Operating leases, including current portion	10,849	151,413
Long-term debt, seller notes and finance leases, including current portion	—	171,451
Other liabilities	—	291,599
Total liabilities held for sale	\$ 10,849	\$ 702,256

Note 5. Dispositions

2021 Dispositions

Honduras Divestiture

On March 8, 2021, the Company completed the divestiture of its operations in Honduras to Fundación Nasser, a not-for-profit foundation in Honduras. In connection with the transaction, the Company transferred control of Fundaempresa, which manages Universidad Tecnológica Centroamericana (UNITEC), including Centro Universitario Tecnológico (CEUTEC). The proceeds received, net of cash sold, closing costs and a working capital adjustment that was completed during the second quarter of 2021, were approximately \$24,000. Under the transaction terms, additional consideration of \$2,000 was paid into an escrow account at closing and, assuming certain conditions are met, will be released to the Company based on the following schedule: 50% after 18 months, 25% after 24 months and 25% after 36 months. The Company recognized a pre-tax loss of approximately \$1,700, which is included in Income (loss) from discontinued operations, net of tax in the Consolidated Statement of Operations for the year ended December 31, 2021.

Receipt of Remaining Escrow Receivable from Sale of China Operations

On January 25, 2018, the Company completed the sale of LEI Lie Ying Limited in China. At the closing of the sale on January 25, 2018, a portion of the total transaction value was paid into an escrow account, to be distributed to the Company pursuant to the terms and conditions of the escrow agreement. In June 2020, the Company received approximately one-half of the escrow account, and the remainder was due in January 2021. In April 2021, the Company received 168,284 Hong Kong Dollars (approximately \$21,650 at the date of receipt), which represented payment in full for the remainder of the escrow account. Accordingly, the Company recognized a gain of approximately \$13,600, which is included in Income (loss) from discontinued operations, net of tax, in the Consolidated Statement of Operations for the year ended December 31, 2021.

Brazil Divestiture

On May 28, 2021, the Company completed the sale of its operations in Brazil to Ânima Holding S.A. (Anima). The proceeds received, net of cash sold, transaction fees and settlement of foreign currency swaps, were approximately \$625,000. The Company used a portion of the proceeds to repay the remaining balance outstanding under its Senior Notes due 2025. Additionally, the buyer assumed indebtedness, gross of cash sold, of approximately \$121,000. The Company recognized a pre-tax gain on the sale of approximately \$33,000, which included: i) the derecognition of the carrying value of the disposal group; ii) working capital and purchase price adjustments that were completed during the third and fourth quarters of 2021; and iii) contingent consideration of approximately \$6,500 that was recognized during the fourth quarter of 2021, in accordance with the terms of the sale agreement. This gain is included in Income (loss) from discontinued operations, net of tax in the Consolidated Statement of Operations for the year ended December 31, 2021.

Walden Divestiture

On August 12, 2021, the Company closed the transaction pursuant to the Membership Interest Purchase Agreement (the Walden Purchase Agreement), dated September 11, 2020, with Adtalem Global Education Inc., a Delaware corporation (the Walden Purchaser). Pursuant to the Walden Purchase Agreement, the Company sold to the Walden Purchaser all of the issued and outstanding equity interest in Walden e-Learning, LLC, a Delaware limited liability company and a wholly owned subsidiary of the Company (Walden), and its subsidiary, Walden University, LLC, a Florida limited liability company and an indirect wholly owned subsidiary of the Company (together with Walden, the Walden Group).

The cash proceeds received, net of cash sold, transaction fees, and certain closing adjustments, were approximately \$1,403,500. Also, at the closing date of August 12, 2021, the Walden Purchaser paid an additional \$74,000 of the sale transaction value into an escrow account, which will be released in full or in part to the Company one year following the closing of the transaction pursuant to the terms and conditions of the escrow agreement. In addition, approximately \$83,600 of restricted cash that related to collateralized regulatory obligations was released during the fourth quarter of 2021. The Company recognized a pre-tax gain on the sale of approximately \$619,400, as well as estimated tax expense of approximately \$278,000. The gain included the derecognition of the carrying value of Walden as well as a working capital settlement that was completed during the fourth quarter of 2021 and is included in Income (loss) from discontinued operations, net of tax in the Consolidated Statement of Operations for the year ended December 31, 2021.

Collection of Note Receivable from Divestiture of Chilean Operations

On September 10, 2020, the Company completed the divestiture of its operations in Chile. Under the terms of the agreement, the purchase price included a note receivable of \$21,500 that was payable one year from the date of divestiture. In September 2021, the Company collected this receivable.

2020 Dispositions

Sale of Costa Rica Operations

On January 10, 2020, Laureate International B.V., a Netherlands private limited liability company (Laureate International), an indirect, wholly owned subsidiary of the Company, entered into, and consummated the transactions contemplated by, an Equity Purchase Agreement (the Costa Rica Agreement) with SP Costa Rica Holdings, LLC, a Delaware limited liability company (the Costa Rica Buyer).

Pursuant to the Agreement, the Costa Rica Buyer purchased from Laureate International (i) all of the equity units of Education Holding Costa Rica, S.R.L., which owned, directly or indirectly, all of the equity units of Lusitania S.R.L., Universidad ULatina, S.R.L. (ULatina) and Universidad Americana UAM, S.R.L. (collectively, Laureate Costa Rica) and (ii) a note due from ULatina to Laureate International. Consideration for the transaction consisted of \$15,000 paid at closing and up to \$7,000 to be paid within the next two years if Laureate Costa Rica met certain performance metrics. The relevant performance metrics were not met, and accordingly the Company did not receive any additional proceeds. The proceeds received, net of cash sold, transaction fees and a working capital adjustment that was completed during the second quarter of 2020, were approximately \$1,800. Additionally, Laureate Costa Rica retained obligations to pay approximately \$30,000 in finance lease indebtedness for which the Costa Rica Buyer has no recourse to Laureate International. During the third quarter of 2019, the Company recorded a loss of approximately \$25,000 on the held-for-sale Costa Rica disposal group, in order to write down the carrying value of those assets to their estimated fair value, per ASC 360-10. Upon completion of the sale in January 2020 and after including the working capital adjustment, the Company recognized additional pre-tax loss of approximately \$18,600.

which related to subsequent changes in net carrying values. Accordingly, the total loss on the sale of Costa Rica was approximately \$43,600 and is included in loss from discontinued operations on the Consolidated Statement of Operations for the year ended December 31, 2020.

The Costa Rica Buyer was controlled by certain affiliates of Sterling Capital Partners II, L.P. (Sterling II). Previously, Sterling II had the right to designate a director to the Laureate Board of Directors pursuant to a securityholders agreement, and Steven Taslitz served as the Sterling-designated director. Mr. Taslitz did not participate in the Laureate Board of Directors' consideration of the transaction, which was approved by Laureate's Audit Committee as a related party transaction.

Sale of NewSchool of Architecture and Design, LLC (NSAD)

On March 6, 2020, the Company completed the sale of NSAD. Under the terms of the membership interests purchase agreement, Exeter Street Holdings, LLC, an indirect wholly owned subsidiary of the Company, sold 100% of the outstanding membership interests of NSAD to Ambow NSAD, Inc. and Ambow Education Holding, Ltd. (the NSAD Buyers) for a purchase price of one dollar, subject to certain adjustments. NSAD is a higher education institution located in California that offers undergraduate and graduate degrees and non-degree certificates in design and construction management. Under the terms of the agreement, the Company agreed to pay subsidies to the NSAD Buyers totaling approximately \$7,300, of which all but \$2,800 was settled at the closing date. The remaining subsidy of \$2,800 was being paid to the NSAD Buyers ratably on a quarterly basis over the next four years. During the fourth quarter of 2021, the Company and the NSAD Buyers reached an agreement to offset the subsidy amount that remained at that time with amounts that the NSAD Buyers owed to the Company, resulting in a net payment to the NSAD Buyers of approximately \$625. During the year ended December 31, 2020, the Company recognized a pre-tax loss on the sale of approximately \$5,900, which is included in loss from discontinued operations on the Consolidated Statement of Operations.

Divestiture of Chilean Operations

On September 10, 2020, Laureate International and Laureate I, B.V., each a Netherlands private limited liability company (together, the LDES Sellers), and Servicios Regionales Universitarios LE, S.C., a Mexican company (sociedad civil) (together with the LDES Sellers, the Controlling Entities), all of which are indirect, wholly owned subsidiaries of the Company, entered into a Master Agreement (the Chile Agreement) with Fundación Educación y Cultura, a Chilean non-profit foundation (the Chile Buyer).

Pursuant to the Chile Agreement, as of September 11, 2020, Laureate completed the divestiture of its operations in Chile through the transfer of control of its not-for-profit institutions, Universidad Andrés Bello, Universidad de Las Américas and Universidad Viña del Mar, to the Chile Buyer, and the sale of its for-profit operations, which includes the sale of Instituto Profesional AIEP to Universidad Andrés Bello. The not-for-profit institutions were consolidated by Laureate under the variable interest entity model. The cash proceeds received at closing, prior to transaction fees, were approximately \$195,300. In addition, the purchase price included a note receivable of \$21,500 that was payable one year from the date of divestiture and was subsequently collected by the Company in September 2021, as noted above. At the closing date, the Chilean operations had a cash balance (cash sold) of approximately \$288,000 that was transferred to the Chile Buyer as part of the transaction.

This divestiture resulted in a pre-tax loss of approximately \$338,200, which related primarily to the accumulated foreign currency translation losses associated with the Chilean operations. The loss is recorded in loss from discontinued operations in the Consolidated Statements of Operations for the year ended December 31, 2020. As discussed in Note 4, Discontinued Operations and Assets Held for Sale, during the second quarter of 2020, the Company recorded an impairment charge of approximately \$418,000 related to the long-lived assets, indefinite-lived intangible assets and goodwill of the Chilean operations, in order to write down the carrying value of the Chilean operations assets to its estimated fair value.

Inti Education Holdings Sdn. Bhd. (Inti Holdings)

On February 28, 2020, Exeter Street Holdings Sdn. Bhd., a Malaysia corporation (the Malaysia Seller), and LEI Holdings, LTD., a Hong Kong corporation (the Malaysia Seller Guarantor), each of which is an indirect wholly owned subsidiary of Laureate, entered into a Share Sale & Purchase Agreement (the Malaysia Sale Agreement) with HOPE Education Group (Hong Kong) Company Limited (the Malaysia Purchaser) and HOPE Education Group Co. Ltd. (the Malaysia Purchaser Guarantor). Pursuant to the Malaysia Sale Agreement, the Malaysia Purchaser would purchase from the Malaysia Seller all of the issued and outstanding shares in the capital of Inti Education Holdings Sdn. Bhd., a Malaysia corporation (Inti Holdings), the Malaysia Seller's Guarantor would guarantee certain obligations of the Malaysia Seller and the Malaysia Purchaser's Guarantor would guarantee certain obligations of the Malaysia Purchaser. Inti Holdings was the indirect owner of INTI University and Colleges,

a higher education institution with five campuses in Malaysia. In connection with the Malaysia Sale Agreement, the Malaysia Seller entered into a separate agreement with the current minority owner of the equity of Inti Holdings relating to the purchase by the Malaysia Seller of the minority owner's 10.10% interest in Inti Holdings, the closing of which was a precondition to the closing of the transaction under the Malaysia Sale Agreement.

The sale of Inti Holdings was completed on September 29, 2020. The total purchase price, including the payment to the current minority owner, was \$140,000. The closing of the transaction was subject to customary closing conditions, including approval by regulators in Malaysia. At the time of the signing of the Malaysia Sale Agreement in February 2020, the Malaysia Purchaser paid to the Malaysia Seller a cash deposit of \$5,000, which the Company initially recorded as a liability pending the closing of the sale, and which was recognized as part of the gain on sale upon the closing of the transaction in September 2020. The cash proceeds received, prior to transaction fees and net of approximately \$19,500 of cash sold, were approximately \$116,300 and are included in Receipts from sales of discontinued operations, net of cash sold, property and equipment within investing activities in the Consolidated Statement of Cash Flows for the year ended December 31, 2020. In addition, the Malaysia Purchaser withheld \$4,200 for taxes that the Company collected in February 2021. The payment to the minority owner for their 10.10% interest in Inti Holdings, which totaled approximately \$13,700, was made in early October 2020. An additional \$420, which represented the minority owner's share of the taxes that were withheld as noted above, was paid to the minority owner following receipt by the Company. The Company recognized a pre-tax gain on sale of approximately \$47,900, which is included in income (loss) from discontinued operations in the Consolidated Statements of Operations for the year ended December 31, 2020.

Divestiture of Turkey Operations: Receipt of Portion of Deferred Consideration

In August 2019, the Company completed the divestiture of its operations in Turkey. The total consideration included a deferred payment of \$15,000 in the form of an instrument that was payable one year after closing. At the time of the divestiture, the Company determined that this deferred amount would be recognized if collected. Subsequently, the Company received a total of \$11,436 in settlement of the deferred consideration and settlement of all future claims.

Australia and New Zealand Operations

On July 29, 2020, LEI AMEA Investments B.V., a Netherlands private limited liability company (the ANZ Seller), an indirect, wholly owned subsidiary of the Company, and the Company, solely as guarantor of certain of the ANZ Seller's obligations thereunder, entered into a Sale and Purchase Agreement (the ANZ Purchase Agreement) with SEI Newco Inc., a Delaware corporation (the ANZ Purchaser), and Strategic Education, Inc., a Maryland corporation (the ANZ Purchaser's Guarantor).

Pursuant to the ANZ Purchase Agreement, the ANZ Seller agreed to sell to the ANZ Purchaser all of the issued and outstanding shares in the capital of (i) LEI Higher Education Holdings Pty Ltd, an Australian private company and the direct owner of Torrens University Australia, (ii) LEI Australia Holdings Pty Ltd, an Australian private company and the indirect owner of Think Education, (iii) LESA Education Services Holdings Pty Ltd, an Australian private company, and (iv) LEI New Zealand, a New Zealand company and the indirect owner of Media Design School (collectively, the ANZ Target Companies). The ANZ Purchaser's Guarantor will guarantee the obligations of the ANZ Purchaser.

The closing of the transaction occurred on November 3, 2020, following completion of the required regulatory approvals and other customary closing conditions. The proceeds received, net of cash sold and transaction fees, were approximately \$624,200. The Company recognized a pre-tax gain on sale of approximately \$555,800, which is included in income (loss) from discontinued operations in the Consolidated Statements of Operations for the year ended December 31, 2020.

Campus Guadalajara Norte Sale

In November 2020, an agreement was signed between Universidad del Valle de Mexico, SC (UVM) and Grupo Dalton for the sale of the land and buildings of Campus Guadalajara Norte, after a decision was made to relocate all students from the Campus Guadalajara Norte to the nearby Campus Zapopan in Jalisco, Mexico. The total purchase price was approximately \$13,900, prior to transaction fees. In 2020, the Company received approximately \$7,000 of the total purchase price, and the remaining balance was collected in November 2021. The Company recognized a pre-tax operating gain on the sale of this property and equipment of approximately \$5,800, which is included in Direct costs in the Consolidated Statements of Operations for the year ended December 31, 2020.

2019 Dispositions

Sale of the University of St. Augustine for Health Sciences, LLC

On February 1, 2019, the Company completed the sale of the University of St. Augustine for Health Sciences, LLC (St. Augustine), in the United States. The total transaction value under the sale agreement was \$400,000. Upon completion of the sale, the Company received net proceeds of approximately \$346,400, which included \$11,700 of customary closing adjustments, and was net of \$58,100 of debt assumed by the purchaser and \$7,200 of fees. The proceeds net of cash sold were approximately \$301,800, which the Company used to repay outstanding indebtedness under its U.S. term loan and revolving credit facility. The Company recognized a gain on the sale of approximately \$223,000, which is included in income (loss) from discontinued operations on the Consolidated Statement of Operations for the year ended December 31, 2019.

Sale of Thailand Operations

On February 12, 2019, the Company completed the sale of its interests in Thai Education Holdings Company Limited, a Thailand corporation (TEDCO), and Far East Stamford International Co. Ltd. (FES), a Thailand corporation. TEDCO was the owner of a controlling interest in FES, which was the license holder for Stamford International University, which had three campuses in Thailand. The total purchase price was approximately \$35,300, and net proceeds were approximately \$26,400, net of debt assumed by the buyer and other customary closing adjustments and fees. Of the \$26,400 in net proceeds, \$22,200, or \$18,800 net of cash sold, was received at closing. The balance of \$4,200 was payable upon satisfaction of certain post-closing requirements; the first post-closing requirement was satisfied in May 2019 and the Company received \$2,800. The second post-closing requirement was satisfied in February 2020 and the Company received approximately \$1,400. For the year ended December 31, 2019, the Company recognized a gain on the sale of approximately \$10,800, which is included in income (loss) from discontinued operations on the Consolidated Statement of Operations.

Additional Gain on Sale of China Operations

As discussed further below, on January 25, 2018, the Company completed the sale of LEI Lie Ying Limited (LEILY). A portion of the purchase price was held back and subject to deduction of any indemnifiable losses payable to the buyer pursuant to the sale purchase agreement. On January 25, 2019, Laureate received HKD 71,463 (approximately \$9,100 at date of receipt) for the second and final holdback payment, net of legal fees. Also, as of December 31, 2018, the Company had recorded a liability of approximately \$14,300 related to loss contingencies for which the Company had indemnified the buyer. During the first quarter of 2019, the legal matter that this loss contingency related to was settled, with no cost to the Company. Accordingly, during the first quarter of 2019, the Company reversed the loss contingency and recognized additional gain on the sale of LEILY of approximately \$13,700, which is included in income (loss) from discontinued operations on the Consolidated Statement of Operations for the year ended December 31, 2019.

Sale of Monash South Africa

On April 8, 2019, the Company completed the sale of its institution in South Africa, Monash South Africa, as well as the sale of the real estate associated with that institution. The transactions consisted of: (i) the transfer by Monash South Africa Limited (MSA), an Australia limited company that is an indirect 75%-owned subsidiary of the Company, to The Independent Institute of Education Limited (IIE), a South Africa limited company that is a subsidiary of ADvTECH Limited, of all of MSA's assets and certain of its operational liabilities for a sale price of 15,000 South African Rand (ZAR) (subject to customary adjustments) (or approximately \$1,100 at the closing date) and (ii) the sale by LEI AMEA Investments B.V., a Netherlands limited company that is an indirect wholly owned subsidiary of the Company, of all of the shares of Laureate South Africa Pty. Ltd. (LSA), a South Africa limited company, to IIE for a net sale price of approximately ZAR 99,000 (subject to customary adjustments) (or approximately \$7,000 at the closing date). In addition, IIE assumed debt of approximately \$20,200. In the aggregate, including working capital adjustments, the Company received approximately \$9,000 from the buyer, which approximated the amount of cash sold with the business. The Company recognized a gain for these transactions of approximately \$2,300, which is included in income (loss) from discontinued operations on the Consolidated Statement of Operations for the year ended December 31, 2019.

Sale of India Operations

On May 9, 2019, LEI Singapore Holdings Pte Limited, a Singapore corporation, Laureate I B.V., a Netherlands private limited company (Laureate I), and Laureate International B.V., a Netherlands private limited company (collectively, the India Sellers), all of which are indirect wholly owned subsidiaries of the Company, closed a transaction pursuant to the share purchase agreement (the India Agreement), among the India Sellers, Global University Systems India Bidco B.V., a Netherlands private limited liability company (the India Purchaser) and Global University Systems Holding B.V. (the India Purchaser Guarantor), a Netherlands private limited liability company. Pursuant to the India Agreement, the India Purchaser acquired from the India Sellers all of the issued and outstanding shares in the capital of Pearl Retail Solutions Private Limited, an India corporation (PRS), M-Power Energy India Private Limited (M-Power), an India corporation, and Data Ram Sons Private Limited (Data Ram), an India corporation. As a result of the closing of the transaction, the Company no longer consolidates its network institutions in India, including Creative Arts Education Society (CAES), the operator of Pearl Academy, and University of Petroleum and Energy Studies (UPES). In connection with the India Agreement, certain of the India Sellers also closed a separate transaction with the minority owners of PRS relating to the purchase by them of the minority owners' 10% interest in PRS.

The total purchase price under the India Agreement was \$145,600. The net proceeds received by the India Sellers, before the payment to the 10% minority owners and after transaction fees and taxes, including receipt in July 2019 of certain taxes withheld at closing, were approximately \$145,800, or approximately \$77,300 net of cash sold, which the Company used to repay indebtedness under its term loan that had a maturity date of April 2024 (the 2024 Term Loan). The Company recognized a gain for these transactions of approximately \$19,500, which is included in income (loss) from discontinued operations on the Consolidated Statement of Operations for the year ended December 31, 2019.

Sale of Spain and Portugal Operations

On May 31, 2019, Iniciativas Culturales de España S.L., a Spanish private limited liability company (ICE), and Laureate I, both of which are indirect wholly owned subsidiaries of the Company, closed a previously announced transaction pursuant to the sale and purchase agreement (the Spain and Portugal Sale Agreement) with Samarinda Investments, S.L., a Spanish limited liability company (Samarinda). Pursuant to the Spain and Portugal Sale Agreement, Samarinda acquired from ICE all of the issued and outstanding shares in the capital of each of Universidad Europea de Madrid, S.L.U., Iniciativas Educativas de Mallorca, S.L.U., Iniciativa Educativa UEA, S.L.U., Universidad Europea de Canarias, S.L.U., and Universidad Europea de Valencia, S.L.U. (together, the Spain Companies), and Samarinda acquired from Laureate I all of the issued and outstanding shares in the capital of Ensilis—Educação e Formação, Unipessoal, Lda. (the Portugal Company). Three of the Spain Companies are the entities that operate Universidad Europea de Madrid, Universidad Europea de Canarias, and Universidad Europea de Valencia. The Portugal Company is the entity that operates Universidade Europeia, a comprehensive university in Portugal, and Instituto Português de Administração de Marketing (IPAM Lisbon and IPAM Porto), post-secondary schools of marketing in Portugal.

The total purchase price under the Spain and Portugal Sale Agreement was EUR 770,000 (or approximately \$857,000 at the date of closing), subject to customary closing adjustments. After payment of transaction fees, receipt of working capital and other adjustments, as well as settlement of foreign currency swaps, the total net proceeds received by ICE and Laureate I were approximately \$906,000, or approximately \$760,000 net of cash sold, which the Company used to repay indebtedness, including full repayment of the remaining balance outstanding under the 2024 Term Loan. Additionally, the buyer assumed debt of approximately \$109,000. The Company recognized a gain for these transactions of approximately \$615,000, including a tax benefit of approximately \$30,000 that relates to the reversal of net deferred tax liabilities, which is included in income (loss) from discontinued operations on the Consolidated Statement of Operations for the year ended December 31, 2019.

Sale of Turkey Operations

On August 27, 2019, Laureate I B.V. and Can Uluslararası Yatırım Holding A.Ş. (Can Holding), a Turkish company, executed and closed a Sale and Purchase Agreement (the Turkey SPA). Pursuant to the Turkey SPA, Can Holding purchased from Laureate I B.V. 100% of the share capital of Education Turkey B.V. (ET), a private limited liability company incorporated under the laws of the Netherlands. ET and certain of its direct and indirect subsidiaries and affiliates together have the right to appoint a majority of the Trustees of Bilgi Eğitim ve Kültür Vakfı (Bilgi Foundation). Bilgi Foundation is the sponsor of Istanbul Bilgi University (Bilgi), an institution located in Turkey that the Company previously consolidated under the variable interest entity model. As a result of the closing of the Turkey SPA on August 27, 2019, the Company no longer consolidates Bilgi.

The total purchase price was \$90,000, which consisted of cash proceeds of \$75,000 and deferred purchase price of \$15,000 in the form of an instrument payable one year after closing. The deferred purchase price carries no stated interest rate. At the date of sale, Bilgi had approximately \$89,000 of cash and restricted cash on its balance sheet. The Company recognized a loss for this transaction of approximately \$37,700, which is included in income (loss) from discontinued operations on the Consolidated Statement of Operations for the year ended December 31, 2019.

Sale of Universidad Interamericana de Panamá (UIP)

In October 2019, the Company closed on the previously announced sale of UIP, in addition to real estate which serves as the campus of UIP, to Universal Knowledge Systems, Inc. and Global Education Services, Inc. (the UIP Buyers). Pursuant to the sale and purchase agreement (the UIP Agreement), the UIP Buyers purchased from the Universidad U Latina, SRL and Education Holding Costa Rica EHCR, SRL (the UIP Sellers) 100% of the ownership interests of UIP, a higher education institution in Panama. Excelencia y Superacion S.A. (EXSUSA), an affiliate of the UIP Buyers, was also party to the UIP Agreement as a guarantor of the UIP Sellers' obligations under the UIP Agreement. In addition, Desarrollos Urbanos Educativos S. de R.L. (DUE), an indirect wholly owned subsidiary of the Company, entered into and closed a real estate purchase agreement (the DUE Real Estate Purchase Agreement) with EXSUSA, pursuant to which EXSUSA or its designees purchased the campus real estate. The total enterprise value under the UIP Agreement and the DUE Real Estate Purchase Agreement was approximately \$86,750, and the net proceeds received were approximately \$82,000. The Company recognized a net gain for this transaction of approximately \$21,000, including a tax benefit of approximately \$1,500, which is included in income (loss) from discontinued operations on the Consolidated Statement of Operations for the year ended December 31, 2019.

Sale of UniNorte

On November 1, 2019, the Company closed on the previously announced sale of its institution UniNorte, a traditional higher education institution in Manaus, Brazil. Under the sale agreement, Cenep - Centro Nacional de Ensino Superior Ltda., a limited liability company organized under the laws of Brazil (the UniNorte Purchaser) purchased 100% of the quota capital of Sodecam - Sociedade de Desenvolvimento Cultural do Amazonas Ltda., a limited liability company organized under the laws of Brazil, which is the maintaining entity of UniNorte. The Company and Ser Educacional S.A., the parent of the UniNorte Purchaser, are also parties to the Agreement as guarantors of certain obligations of their respective subsidiaries. The Company received cash proceeds of approximately \$43,000, net of transaction costs, and recognized a total net loss on the transaction of approximately \$300. UniNorte was not part of the strategic shift described in Note 1, Description of Business, and Note 4, Discontinued Operations and Assets Held for Sale.

Dissolution of Dormant Subsidiaries

During the third and fourth quarters of 2019, the Company dissolved several dormant subsidiaries, resulting in the release of accumulated foreign currency translation loss of approximately \$37,500. This loss is included in Loss on disposals of subsidiaries, net in Continuing Operations, as these entities were not part of the strategic shift described in Note 1, Description of Business, and Note 4, Discontinued Operations and Assets Held for Sale.

Note 6. Business and Geographic Segment Information

Laureate's educational services are offered through two reportable segments: Mexico and Peru. Laureate determines its segments based on information utilized by the chief operating decision maker to allocate resources and assess performance.

Our segments generate revenues by providing an education that emphasizes profession-oriented fields of study with undergraduate and graduate degrees in a wide range of disciplines. In response to the COVID-19 pandemic, we transitioned the educational delivery method at all of our institutions to be online, leveraging our existing technologies and learning platforms to serve students outside of the traditional classroom setting. Our institutions are focused on planning for a safe return to campus when appropriate to do so. We expect our educational offerings will utilize hybrid (a combination of online and in-classroom) courses and programs to deliver their curriculum. The Mexico and Peru markets are characterized by what we believe is a significant imbalance between supply and demand. The demand for higher education is large and growing and is fueled by several demographic and economic factors, including a growing middle class, global growth in services and technology-related industries and recognition of the significant personal and economic benefits gained by graduates of higher education institutions. The target demographics are primarily 18- to 24-year-olds in the countries in which we compete. We compete with other private higher education institutions on the basis of price, educational quality, reputation and location. We believe that we compare favorably with competitors because of our focus on quality, professional-oriented curriculum and the competitive

advantages provided by our network. There are a number of private and public institutions in both of the countries in which we operate, and it is difficult to predict how the markets will evolve and how many competitors there will be in the future. We expect competition to increase as the Mexican and Peruvian markets mature. Essentially all of our revenues were generated from private pay sources as there are no material government-sponsored loan programs in Mexico or Peru. Specifics related to both of our reportable segments are discussed below.

In Mexico, the private sector plays a meaningful role in higher education, bridging supply and demand imbalances created by a lack of capacity at public universities. Laureate owns two institutions and is present throughout the country with a footprint of over 35 campuses. Each institution in Mexico has a national license. Students in our Mexican institutions typically finance their own education.

In Peru, private universities are increasingly providing the capacity to meet growing demand in the higher-education market. Laureate owns three institutions in Peru.

As discussed in Note 1, Description of Business, and Note 4, Discontinued Operations and Assets Held for Sale, a number of our subsidiaries have met the requirements to be classified as Discontinued Operations. As a result, the Discontinued Operations have been excluded from the segment information for all periods presented.

Inter-segment transactions are accounted for in a similar manner as third-party transactions and are eliminated in consolidation. The Corporate amounts presented in the following tables include corporate charges that were not allocated to our reportable segments and adjustments to eliminate inter-segment items.

We evaluate segment performance based on Adjusted EBITDA, which is a non-GAAP performance measure defined as Income (loss) from continuing operations before income taxes and equity in net income of affiliates, adding back the following items: Loss on disposals of subsidiaries, net, Foreign currency exchange gain (loss), net, Other (expense) income, net, (Loss) gain on derivatives, Loss on debt extinguishment, Interest expense, Interest income, Depreciation and amortization expense, Loss on impairment of assets, Share-based compensation expense and expenses related to our Excellence-in-Process (EiP) initiative. EiP is an enterprise-wide initiative to optimize and standardize Laureate's processes, creating vertical integration of procurement, information technology, finance, accounting and human resources. It included the establishment of regional shared services organizations (SSOs), as well as improvements to the Company's system of internal controls over financial reporting. The EiP initiative also includes other back- and mid-office areas, as well as certain student-facing activities, expenses associated with streamlining the organizational structure, an enterprise-wide program aimed at revenue growth, and certain non-recurring costs incurred in connection with the dispositions described in Note 5, Dispositions.

When we review Adjusted EBITDA on a segment basis, we exclude intercompany revenues and expenses related to network fees and royalties between our segments, which eliminate in consolidation. We use total assets as the measure of assets for reportable segments.

The following tables provide financial information for our reportable segments, including a reconciliation of Adjusted EBITDA to Loss from continuing operations before income taxes and equity in net income of affiliates, as reported in the Consolidated Statements of Operations, for the years ended December 31, 2021, 2020 and 2019:

	Mexico	Peru	Corporate	Total
2021				
Revenues	\$ 540,429	\$ 537,056	\$ 9,216	\$ 1,086,701
Depreciation and amortization expense	29,461	24,196	47,574	101,231
Loss on impairment of assets	9,319	—	63,169	72,488
Total assets	1,251,791	598,862	360,657	2,211,310
Expenditures for long-lived assets	23,121	19,029	2,895	45,045
2020				
Revenues	\$ 534,607	\$ 482,878	\$ 7,432	\$ 1,024,917
Depreciation and amortization expense	29,032	26,962	27,139	83,133
Loss on impairment of assets	989	—	350,982	351,971
Total assets	1,278,198	623,294	3,069,402	4,970,894
Expenditures for long-lived assets	13,377	18,505	8,376	40,258
2019				
Revenues	\$ 652,846	\$ 546,751	\$ 12,473	\$ 1,212,070
Depreciation and amortization expense	31,132	27,703	23,145	81,980
Loss on impairment of assets	—	—	248	248
Expenditures for long-lived assets	30,239	23,837	18,825	72,901

In order to reconcile to total consolidated assets as of December 31, 2021 and 2020 in the table above, assets held for sale related to Discontinued Operations of \$6,164 and \$1,917,435, respectively, are included in the Corporate amounts.

For the years ended December 31,	2021	2020	2019
Adjusted EBITDA of reportable segments:			
Mexico	\$ 95,812	\$ 112,917	\$ 147,807
Peru	245,677	189,488	197,828
Total Adjusted EBITDA of reportable segments	341,489	302,405	345,635
Reconciling items:			
Corporate	(88,102)	(96,708)	(142,014)
Depreciation and amortization expense	(101,231)	(83,133)	(81,980)
Loss on impairment of assets	(72,488)	(351,971)	(248)
Share-based compensation expense	(8,895)	(10,248)	(10,325)
EiP expenses	(75,420)	(89,647)	(75,048)
Operating (loss) income	(4,647)	(329,302)	36,020
Interest income	4,378	2,169	3,294
Interest expense	(46,275)	(100,894)	(125,042)
Loss on debt extinguishment	(77,940)	(610)	(22,601)
(Loss) gain on derivatives	(24,517)	(25,980)	8,300
Other (expense) income, net	(1,695)	(2,420)	8,922
Foreign currency exchange gain (loss), net	13,791	13,474	(8,125)
Loss on disposals of subsidiaries, net	(602)	(7,276)	(20,429)
Loss from continuing operations before income taxes and equity in net income of affiliates	\$ (137,507)	\$ (450,839)	\$ (119,661)

Geographic Information

No individual customer accounted for more than 10% of Laureate's consolidated revenues. Revenues from customers by geographic area, primarily generated by students enrolled at institutions in those areas, were as follows:

For the years ended December 31,	2021	2020	2019
External Revenues⁽¹⁾			
Mexico	\$ 539,549	\$ 532,530	\$ 650,593
Peru	537,056	482,819	545,291
United States	10,096	9,509	15,189
Other foreign countries	—	59	997
Consolidated total	\$ 1,086,701	\$ 1,024,917	\$ 1,212,070

⁽¹⁾ Excludes intercompany revenues and therefore does not agree to the table above

Long-lived assets are composed of Property and equipment, net. Laureate's long-lived assets of Continuing Operations by geographic area were as follows:

December 31,	2021	2020
Long-lived assets		
Mexico	\$ 206,745	\$ 229,613
Peru	281,057	323,020
United States	11,715	25,851
Consolidated total	\$ 499,517	\$ 578,484

Note 7. Goodwill and Other Intangible Assets

The change in the net carrying amount of Goodwill from December 31, 2019 through December 31, 2021 was composed of the following items:

	Mexico	Peru	Total
Balance at December 31, 2019	\$ 525,256	\$ 81,227	\$ 606,483
Currency translation adjustments	(25,006)	(6,645)	(31,651)
Balance at December 31, 2020	\$ 500,250	\$ 74,582	\$ 574,832
Currency translation adjustments	(21,027)	(7,010)	(28,037)
Balance at December 31, 2021	\$ 479,223	\$ 67,572	\$ 546,795

Tradenames and Other Intangible Assets

Amortization expense for intangible assets includes only the finite-lived tradename, as all other intangible assets subject to amortization were fully amortized as of December 31, 2021 and 2020. Amortization expense was \$23,069, \$7,583 and \$0 for the years ended December 31, 2021, 2020 and 2019, respectively. The finite-lived tradename was fully amortized as of December 31, 2021. As such, the estimated future amortization expense for the finite-lived tradename for the years ending December 31, 2022 and beyond is \$0.

The following table summarizes our identifiable intangible assets as of December 31, 2021:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Amortization Period (Yrs)
<i>Tradenames</i>				
Finite-lived tradename	\$ 30,652	\$ (30,652)	\$ —	—
Indefinite-lived tradenames	142,848	—	142,848	—
Total tradenames	173,500	(30,652)	142,848	
<i>Other intangible assets</i>				
Student rosters	19,231	(19,231)	—	—
Other	1,616	(1,616)	—	—
Total	\$ 194,347	\$ (51,499)	\$ 142,848	

The following table summarizes our identifiable intangible assets as of December 31, 2020:

	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Amortization Period (Yrs)
<i>Tradenames</i>				
Finite-lived tradename	\$ 82,088	\$ (7,583)	\$ 74,505	4.8
Indefinite-lived tradenames	151,068	—	151,068	—
Total tradenames	233,156	(7,583)	225,573	
<i>Other intangible assets</i>				
Student rosters	20,239	(20,239)	—	—
Other	1,699	(1,699)	—	—
Total	\$ 255,094	\$ (29,521)	\$ 225,573	

Impairment Tests

The following table summarizes the Loss on impairment of assets:

For the years ended December 31,	2021	2020	2019
Impairments of Tradenames	\$ 51,437	\$ 320,000	\$ —
Impairments of Goodwill	—	—	—
Impairments of long-lived assets and deferred costs	21,051	31,971	248
Total	\$ 72,488	\$ 351,971	\$ 248

We perform annual impairment tests of our non-amortizable intangible assets, which consist of goodwill and indefinite-lived tradenames, in the fourth quarter of each year. The impairment charges discussed below were recorded to reduce the assets' carrying values to fair value.

For the purposes of our annual impairment testing of the Company's goodwill, fair value measurements are determined primarily using the income approach, based largely on inputs that are not observable to active markets, which would be deemed "Level 3" fair value measurements as defined in Note 18, Fair Value Measurement. These inputs include our expectations about future revenue growth and profitability, marginal income tax rates by jurisdiction, and the discount rate. Where a market approach is used, the inputs also include publicly available data about our competitors' financial ratios and transactions.

For purposes of our annual impairment testing of the Company's indefinite-lived tradenames, fair value measurements were determined using the income approach, based largely on inputs that are not observable to active markets, which would be

deemed “Level 3” fair value measurements as defined in Note 18, Fair Value Measurement. These inputs include our expectations about future revenue growth, marginal income tax rates by jurisdiction, the discount rate and the estimated royalty rate. We use publicly available information and proprietary third-party arm’s length agreements that Laureate has entered into with various licensors in determining certain assumptions to assist us in estimating fair value using market participant assumptions.

2021 Loss on Impairment of Assets

Impairment of Finite-Lived Tradename (Laureate Tradename)

During the first quarter of 2021, the Company recognized an impairment charge of approximately \$51,400 on the Laureate tradename, a finite-lived intangible asset. In March 2021, the Company decided that, during 2021, it would wind down certain support functions related to the Laureate network and would no longer invest in and support the Laureate tradename beyond 2021. As a result, the Company tested the asset for impairment and estimated the fair value of the tradename asset using the relief-from-royalty method, based on the projected revenues for each business over the estimated remaining useful life of the asset.

As a result of the impairment test, the Company concluded that the estimated fair value of the Laureate tradename was less than its carrying value by approximately \$51,400 and recorded an impairment charge for that amount. The significant assumptions used in estimating the fair value included: (1) the revenue growth rates and (2) the estimated royalty rates. The inputs used were not observable to active markets and are therefore deemed “Level 3” inputs in the fair value hierarchy. The decrease in the fair value of the tradename was attributable to the shortened duration of the estimated future revenues. The remaining carrying value of the tradename asset was fully amortized as of December 31, 2021.

2020 Loss on Impairment of Assets

Impairment of Finite-Lived Tradename (Laureate Tradename)

During the third quarter of 2020, the Company recognized an impairment charge of \$320,000 on the Laureate tradename, an intangible asset. As described in Note 1, Description of Business, the Company had previously announced that it would explore strategic alternatives for each of its businesses, and, during the third quarter of 2020, the Company announced that it had completed a sale of its operations in Chile and that it had signed agreements to sell its operations in Brazil, Australia and New Zealand, as well as Walden University. Because of these events, the Company determined that the useful life of the Laureate tradename asset was no longer indefinite, and, in accordance with ASC 350-30-35-17, the Company tested the asset for impairment. The Company estimated the fair value of the tradename asset using the relief-from-royalty method, based on the projected revenues for each business over the estimated period that each business would remain part of the Laureate network.

As a result of the impairment test, the Company concluded that the estimated fair value of the Laureate tradename was less than its carrying value by approximately \$320,000 and recorded an impairment charge for that amount. The significant assumptions used in estimating the fair value included: (1) the estimates of revenue projections, including the period of those projections; (2) the discount rates; and (3) the estimated royalty rate. The inputs used were not observable to active markets and are therefore deemed “Level 3” inputs in the fair value hierarchy. The decrease in the fair value of the tradename was primarily caused by the shortened duration of the estimated future revenues. As of December 31, 2020, the finite-lived Laureate tradename had a net carrying amount of \$74,505 and was being amortized over five years.

Impairment of Brazil E2G Software Assets

As part of a transformation initiative for the enrollment to graduation cycle (E2G) that started several years ago, the Company began developing a solution to standardize the information systems and processes in Brazil. During development, those costs that qualified for capitalization as internal-use software were classified within Construction in-progress on our Consolidated Balance Sheets. In addition, a portion of the Brazil E2G project costs were deemed to be implementation costs of a hosting arrangement and were capitalized within Other assets on our Consolidated Balance Sheets. These capitalized costs were recorded on our Brazil and Corporate segments, as most of the Brazil E2G expenditures were made by Corporate. During the second quarter of 2020, the Company determined that it was no longer probable that the Brazil E2G project would be completed and placed into service, and that the likelihood that a potential buyer of the Brazil business would utilize this system was low due to its cost and associated complexities. As stated in ASC 350-40-35-3, there is a presumption that uncompleted software has a fair value of \$0. Accordingly, during the second quarter of 2020, the Company recorded an impairment charge to fully write off the Brazil E2G project assets. Approximately \$23,800 of the impairment charge was related to assets recorded on the Corporate segment and was therefore included in Continuing Operations. The remaining portion of the impairment charge, approximately \$3,300, related to assets recorded on the Brazil segment and was therefore included in Discontinued Operations.

Note 8. Debt

Outstanding long-term debt was as follows:

	December 31, 2021	December 31, 2020
Senior long-term debt:		
Senior Secured Credit Facility (stated maturity date October 2024)	\$ —	\$ —
Senior Notes (stated maturity date May 2025)	—	798,725
Total senior long-term debt	—	798,725
Other debt:		
Lines of credit	10,131	59,014
Notes payable and other debt	102,003	138,630
Total senior and other debt	112,134	996,369
Finance lease obligations and sale-leaseback financings	45,124	52,639
Total long-term debt and finance leases	157,258	1,049,008
Less: total unamortized deferred financing costs	3,588	53,292
Less: current portion of long-term debt and finance leases	49,082	95,818
Long-term debt and finance leases, less current portion	\$ 104,588	\$ 899,898

As of December 31, 2021, aggregate annual maturities of the senior and other debt, excluding finance lease obligations and sale-leaseback financings, were as follows:

Years Ended December 31,	Senior and Other Debt
2022	\$ 43,826
2023	34,392
2024	29,485
2025	4,431
2026	—
Thereafter	—
Total senior and other debt	\$ 112,134

Senior Secured Credit Facility

Revolving Credit Facility

On October 7, 2019, the Company entered into an amendment of its credit agreement (the Third A&R Credit Agreement). Under the Third A&R Credit Agreement, the Company maintains a revolving credit facility (the Senior Secured Credit Facility) that has a borrowing capacity of \$410,000 and has a maturity date of October 7, 2024.

The Senior Secured Credit Facility bears interest at a per annum interest rate, at the option of the Company, at either the LIBO rate or the ABR rate, as defined in the agreement, plus an applicable margin of 2.50% per annum, 2.25% per annum, 2.00% per annum or 1.75% per annum for LIBOR loans, and 1.50% per annum, 1.25% per annum, 1.00% per annum or 0.75% per annum for ABR loans, in each case, based on the Company's Consolidated Total Debt to Consolidated EBITDA ratio, as defined in the agreement.

The Senior Secured Credit Facility provides for letter of credit commitments in the aggregate amount of \$50,000. The Third A&R Credit Agreement also provides, subject to the satisfaction of certain conditions, for incremental revolving and term loan facilities, at the request of the Company, not to exceed (i) the greater of (a) \$565,000 and (b) 100% of the consolidated EBITDA of the Company, plus (ii) additional amounts so long as both immediately before and after giving effect to such incremental facilities the Company's Consolidated Senior Secured Debt to Consolidated EBITDA ratio, as defined in the Third A&R Credit Agreement, on a pro forma basis, does not exceed 2.75x, plus, (iii) the aggregate amounts of any voluntary repayments of term loans, if any, and aggregate amount of voluntary repayments of revolving credit facilities that are accompanied by a corresponding termination or reduction of revolving credit commitments.

As of December 31, 2021 and December 31, 2020 the Revolving Credit Facility had a total outstanding balance of \$0.

Guarantors of the Senior Secured Credit Facility

Laureate Education, Inc. is the borrower under our Senior Secured Credit Facility. All of Laureate's required United States legal entities, excluding certain subsidiaries that the Company considers dormant based on the lack of activity, are guarantors of the Senior Secured Credit Facility, and all of the guarantors' assets, both real and intangible, are pledged as collateral. Additionally, not more than 65% of the shares held directly by Laureate Education, Inc. or any guarantors in non-domestic subsidiaries are pledged as collateral.

Senior Notes

On April 26, 2017, we completed an offering of \$800,000 aggregate principal amount of 8.250% Senior Notes due 2025 (the Senior Notes due 2025). The Senior Notes due 2025 were issued at par and would have matured on May 1, 2025. Interest on the Senior Notes due 2025 was payable semi-annually on May 1 and November 1. We could redeem the Senior Notes due 2025, in whole or in part, at any time on or after May 1, 2020, at redemption prices starting at 106.188% of the principal amount thereof and decreasing from there each year thereafter until May 1, 2023, plus accrued and unpaid interest.

On October 13, 2020, the Company announced the commencement of a cash tender offer (the First Asset Sale Offer) to purchase up to \$300,000 aggregate principal amount of the Senior Notes due 2025, at a purchase price of 100% of the principal amount thereof plus accrued and unpaid interest to, but not including, the purchase date. The First Asset Sale Offer was made pursuant to the indenture governing the Senior Notes due 2025 as a result of the Company's sale of its operations in Chile and Malaysia. The First Asset Sale Offer expired on November 10, 2020. On November 16, 2020, the Company purchased \$775 aggregate principal amount, plus accrued and unpaid interest, of the Senior Notes due 2025 that were validly tendered as of the expiration of the First Asset Sale Offer.

On November 12, 2020, following the expiration of the First Asset Sale Offer, the Company announced the commencement of a cash tender offer (the Second Asset Sale Offer) to purchase up to \$650,000 aggregate principal amount of the Senior Notes due 2025, at a purchase price of 100% of the principal amount thereof plus accrued and unpaid interest to, but not including, the purchase date. The Second Asset Sale Offer was made pursuant to the indenture governing the Senior Notes due 2025 as a result of the Company's sale of its operations in Australia and New Zealand. The Second Asset Sale Offer expired on December 10, 2020. On December 14, 2020, the Company purchased \$500 aggregate principal amount, plus accrued and unpaid interest, of the Senior Notes due 2025 that were validly tendered as of the expiration of the Second Asset Sale Offer.

As of December 31, 2020, our Senior Notes due 2025 had an outstanding balance of \$798,725. The Senior Notes due 2025 were fully redeemed in 2021, as described below.

On May 4, 2021, the Company redeemed \$500,000 aggregate principal amount of its Senior Notes due 2025 at a redemption price of 104.125% of the principal amount thereof plus accrued and unpaid interest thereon to, but excluding the redemption date. The Company used a portion of the proceeds from the sale of its operations in Australia and New Zealand, which was completed on November 3, 2020, to fund the redemption. Additionally, on May 28, 2021, the Company completed the sale of its operations in Brazil and used a portion of the proceeds to redeem the remaining outstanding balance of the Senior Notes due 2025 of \$298,725 at a redemption price of 104.125% of the principal amount thereof plus accrued and unpaid interest thereon to, but excluding the redemption date of, June 3, 2021.

Estimated Fair Value of Debt

As of December 31, 2021, the estimated fair value of our debt approximated its carrying value.

As of December 31, 2020, the estimated fair value of our Senior Notes due 2025 was determined using observable market prices, as they were traded in a brokered market. The fair value of the remaining debt instruments was approximated at the carrying value based on their terms. As of December 31, 2020, our long-term debt was classified as Level 2 within the fair

value hierarchy, based on the frequency and volume of trading in the brokered market. The estimated fair value of our debt was as follows:

	December 31, 2020	
	Carrying amount	Estimated fair value
Total senior and other debt	\$ 996,369	\$ 1,043,294

Certain Covenants

As of December 31, 2021, our Third A&R Credit Agreement contained certain negative covenants including, among others: (1) limitations on additional indebtedness; (2) limitations on dividends; (3) limitations on asset sales, including the sale of ownership interests in subsidiaries and sale-leaseback transactions; and (4) limitations on liens, guarantees, loans or investments. The Third A&R Credit Agreement provides, solely with respect to the revolving credit facility, that the Company shall not permit its Consolidated Senior Secured Debt to Consolidated EBITDA ratio, as defined in the Third A&R Credit Agreement, to exceed 3.50x as of the last day of each quarter commencing with the quarter ending December 31, 2019 and thereafter. The agreement also provides that if (i) the Company's Consolidated Total Debt to Consolidated EBITDA ratio, as defined in the Third A&R Credit Agreement, is not greater than 4.75x as of such date and (ii) less than 25% of the revolving credit facility is utilized as of that date, then such financial covenant shall not apply. As of December 31, 2021, these conditions were satisfied and, therefore, we were not subject to the leverage ratio. In addition, indebtedness at some of our locations contain financial maintenance covenants. We were in compliance with these covenants as of December 31, 2021.

Debt Modification and Loss on Debt Extinguishment

In connection with the repayment of the Senior Notes during the year ended December 31, 2021, the Company recorded a Loss on debt extinguishment of \$77,940, related to the redemption premium paid and the write off of the unamortized deferred financing costs associated with the repaid debt balances.

In 2020, the Company recorded a Loss on debt extinguishment of \$610 related primarily to the write off of a pro-rata portion of the unamortized deferred financing costs associated with repaid debt balances.

In 2019, the Company recorded a Loss on debt extinguishment of \$22,601 related primarily to the write off of a pro-rata portion of the unamortized deferred financing costs and a debt discount associated with repaid debt balances.

Debt Issuance Costs

Amortization of debt issuance costs and accretion of debt discounts that are recorded in Interest expense in the Consolidated Statements of Operations totaled approximately \$4,628, \$10,103 and \$10,370 for the years ended December 31, 2021, 2020 and 2019, respectively. During the years ended December 31, 2021, 2020 and 2019, we paid and capitalized a total of \$0, \$669 and \$1,368, respectively, in debt issuance costs. Certain unamortized debt issuance costs were written off in 2021, 2020 and 2019 in connection with early repayment of debt balances and debt agreement amendments, as discussed above. As of December 31, 2021 and 2020, our unamortized debt issuance costs were \$3,588 and \$53,292, respectively.

Currency and Interest Rate Swaps

The interest and principal payments for Laureate's senior long-term debt arrangements are to be paid primarily in USD. Our ability to make debt service payments is subject to fluctuations in the value of the USD relative to foreign currencies, because a majority of our operating cash used to make these payments is generated by subsidiaries with functional currencies other than USD. As part of our overall risk management policies, Laureate has at times entered into foreign currency swap contracts and interest rate swap contracts. See also Note 12, Derivative Instruments.

Other Debt

Lines of Credit

Individual Laureate subsidiaries have the ability to borrow pursuant to unsecured lines of credit and similar short-term borrowing arrangements (collectively, lines of credit). The lines of credit are available for working capital purposes and enable us to borrow and repay until those lines mature. At December 31, 2021 and 2020, the aggregate outstanding balances on our lines of credit were \$10,131 and \$59,014, respectively. At December 31, 2021, we had zero additional available borrowing capacity under our outstanding lines of credit. At December 31, 2021, interest rates on our lines of credit ranged from 2.30% to 5.99%. At December 31, 2020, interest rates on our lines of credit ranged from 2.10% to 7.93%. Our weighted-average short-term borrowing rate was 2.72% and 6.13% at December 31, 2021 and 2020, respectively.

Notes Payable

Notes payable include mortgages payable that are secured by certain fixed assets. The notes payable have varying maturity dates and repayment terms through 2025. Interest rates on notes payable ranged from 5.09% to 10.25% and 2.10% to 10.25% at December 31, 2021 and 2020, respectively.

In December 2017, Universidad del Valle de México (UVM Mexico) entered into an agreement with a bank for a loan of MXN 1,700,000 (approximately \$89,000 at the time of the loan). In 2019, this loan was reassigned to Estrater, S.A. de C.V., SOFOM ENR (Estrater). In 2021, Estrater was merged into Laureate Education Mexico S de RL de CV (LEM), a wholly owned Mexican subsidiary of the Company. Consequently, the loan was reassigned to LEM. The loan matures in June 2024 and carries a variable interest rate based on the 28-day Mexican Interbanking Offer Rate (TIIE), plus an applicable margin, which is established based on the ratio of debt to EBITDA, as defined in the agreement (8.12% and 5.98% as of December 31, 2021 and 2020, respectively). Quarterly principal payments on the loan commenced in December 2018, beginning at MXN 42,500 (\$2,052 at December 31, 2021) and increasing over the term of the loan to MXN 76,500 (\$3,694 at December 31, 2021), with a balloon payment of MXN 425,000 (\$20,521 at December 31, 2021) due at maturity. In June 2020, during the COVID-19 pandemic, the lender agreed to defer the quarterly loan payments for six months, until December 2020, after which, the principal and interest payments resumed in accordance to the original agreement. Under the terms of the deferral agreement, the maturity date of the loan was extended by six months to June 22, 2024. As of December 31, 2021 and December 31, 2020, the outstanding balance of this loan was \$52,533 and \$68,013, respectively.

The Company obtained financing to fund the construction of two new campuses at one of our institutions in Peru, Universidad Peruana de Ciencias Aplicadas (UPC). As of December 31, 2021 and 2020, one loan remained outstanding, and had an outstanding balance of \$10,284 and \$13,361, respectively. As of December 31, 2020, the remaining loan carried an interest rate of 7.93% and was scheduled to mature in October 2022. During the COVID-19 pandemic, UPC and the lending bank agreed to defer the scheduled 2020 principal payments for one year (the deferral period), and agreed to extend the loan maturity date by one year to October 2023. During the deferral period, the quarterly interest payments continued per the terms of the original agreement, and the quarterly principal payments resumed in April 2021. In 2021, the loan's maturity date was extended to November 2025 and the interest rate was reduced to 5.09%. Principal payments, plus accrued and unpaid interest, are made semi-annually in April and October.

As of December 31, 2020, Laureate had outstanding notes payable at Universidad Privada del Norte (UPN), one of our institutions in Peru, with a balance of \$12,694. Those loans had interest rates ranging from 2.10% to 7.85% and varying maturity dates through January 2022. The loans were fully repaid during 2021.

On December 22, 2017, a Laureate subsidiary in Peru entered into an agreement to borrow PEN 247,500 (approximately \$76,000 at the agreement date). The loan bears interest at a fixed rate of 6.62% per annum and was originally scheduled to mature in December 2022. Quarterly payments in the amount of PEN 9,281 (\$2,333 at December 31, 2021) were due from March 2018 through December 2019. The quarterly payments increased to PEN 14,438 (\$3,629 at December 31, 2021) in March 2020 through the loan's maturity. In June 2020, the Laureate subsidiary and the lender agreed to defer the quarterly principal payments for one year (the deferral period), and agreed to extend the maturity date of the loan by one year to December 2023. During the deferral period, the quarterly interest payments continued per the terms of the original agreement, and the quarterly principal payments resumed in June 2021. As of December 31, 2021 and 2020, this loan had a balance of \$29,035 and \$44,029, respectively.

Note 9. Leases

Laureate conducts a significant portion of its operations at leased facilities, including many of Laureate's higher education facilities and other office locations. Laureate analyzes each lease agreement to determine whether it should be classified as a finance lease or an operating lease. As a result of adopting ASC Topic 842, "Leases," on January 1, 2019, we recorded on our balance sheet significant asset and liability balances associated with the operating leases, as described further below.

Finance Leases

Our finance lease agreements are for property and equipment. The lease assets are included within buildings as well as furniture, equipment and software and the related lease liability is included within debt and finance leases on the consolidated balance sheets.

Operating Leases

Our operating lease agreements are primarily for real estate space and are included within operating lease ROU assets and operating lease liabilities on the Consolidated Balance Sheets. The terms of our operating leases vary and generally contain renewal options. Certain of these operating leases provide for increasing rent over the term of the lease. Laureate also leases certain equipment under noncancellable operating leases, which are typically for terms of 60 months or less.

ROU assets represent our right to use an underlying asset for the lease term and lease liabilities represent our obligation to make lease payments arising from the lease. As discussed in Note 2, Significant Accounting Policies, ROU assets and lease liabilities are recognized at the commencement date of the lease based on the estimated present value of lease payments over the lease term. Our variable lease payments consist of non-lease services related to the lease. Variable lease payments are excluded from the ROU assets and lease liabilities and are recognized in the period in which the obligation for those payments is incurred. As most of our leases do not provide an implicit rate, we use our incremental borrowing rate based on the information available at the commencement date in determining the present value of lease payments. Many of our lessee agreements include options to extend the lease, which we do not include in our minimum lease terms unless they are reasonably certain to be exercised. On occasion, Laureate has entered into sublease agreements for certain leased office space; however, the sublease income from these agreements is immaterial.

Supplemental balance sheet information related to leases as of December 31, 2021 and 2020 was as follows:

Leases		Classification	2021	2020
Assets:				
Operating	Operating lease right-of-use assets, net		\$ 384,344	\$ 462,767
Finance	Buildings, Furniture, equipment and software, net		39,756	49,237
Total leased assets			\$ 424,100	\$ 512,004
Liabilities:				
Current				
Operating	Current portion of operating leases		38,149	44,631
Finance	Current portion of long-term debt and finance leases		5,258	5,430
Non-current				
Operating	Long-term operating leases, less current portion		377,104	474,507
Finance	Long-term debt and finance leases, less current portion		39,866	47,209
Total lease liabilities			\$ 460,377	\$ 571,777

Lease Term and Discount Rate	2021	2020	2019
Weighted average remaining lease terms			
Operating leases	9.4 years	9.9 years	6.5 years
Finance leases	14.9 years	14.5 years	5.3 years
Weighted average discount rate			
Operating leases	8.90 %	9.20 %	6.13 %
Finance leases	9.60 %	9.50 %	4.50 %

The components of lease cost for the years ended December 31, 2021, 2020 and 2019 were as follows:

Lease Cost	Classification	2021	2020	2019
Operating lease cost	Direct costs	\$ 70,256	\$ 68,488	\$ 75,622
Finance lease cost				
Amortization of leased assets	Direct costs	6,732	4,484	2,609
Interest on leased assets	Interest expense	4,092	2,750	1,831
Short-term lease costs	Direct costs	73	1,121	904
Variable lease costs	Direct costs	5,575	(877)	2,595
Sublease income	Revenues	(187)	(890)	(2,826)
Total lease cost		\$ 86,541	\$ 75,076	\$ 80,735

Rent Concessions

The Company has taken actions with respect to certain of its existing leases, including engaging with landlords to discuss rent deferrals, as well as other rent concessions. Consistent with the updated guidance from the Financial Accounting Standards Board (FASB) in April 2020, the Company has elected the practical expedient for rent concessions where the total payments required by the modified contract are substantially the same or less than the total payments required by the original contract. In those cases, the Company treated the rent concessions as if there were no modification to the lease contract and accounted for these rent concessions as variable lease payments.

As of December 31, 2021, maturities of lease liabilities were as follows:

Maturity of Lease Liability	Operating Leases	Finance Leases
Year 1	\$ 77,083	\$ 9,131
Year 2	74,047	7,935
Year 3	73,583	6,031
Year 4	71,636	4,771
Year 5	66,525	3,583
Thereafter	245,828	77,216
Total lease payments	\$ 608,702	\$ 108,667
Less: interest and inflation	(193,449)	(63,543)
Present value of lease liabilities	\$ 415,253	\$ 45,124

Supplemental cash flow information related to leases for the years ended December 31, 2021, 2020 and 2019 was as follows:

Other Information	2021	2020	2019
Cash paid for amounts included in the measurement of lease liabilities			
Operating cash flows used for operating leases	\$ 75,164	\$ 69,881	\$ 75,196
Operating cash flows used for finance leases	\$ 4,107	\$ 2,750	\$ 1,831
Financing cash flows used for finance leases	\$ 4,874	\$ 2,736	\$ 1,267
Leased assets obtained for new finance lease liabilities	\$ 1,997	\$ 27,757	\$ 24,774
Leased assets obtained for new operating lease liabilities	\$ 7,674	\$ 13,565	\$ 10,038

Corporate Office Lease Termination

In March 2021, the Company exercised its one-time right under the operating lease agreement for its former corporate headquarters in Baltimore, Maryland, to terminate the lease effective June 30, 2022. In connection with the exercise of this early termination option, the Company was required to pay an early termination fee of approximately \$1,200, half of which was paid in March 2021. In December 2021, the Company and the landlord agreed to a termination of the lease agreement, effective December 31, 2021. In connection with this lease termination, the Company made a total payment of approximately \$2,750, which included the second half of the early termination fee noted above, as well as all remaining amounts owed under the lease.

Kendall Lease Termination

In December 2021, the Company completed a lease termination agreement with the landlord of its Kendall property in Chicago, Illinois. In connection with the lease termination agreement, the Company made a total payment of approximately \$44,050 and recorded a loss of approximately \$25,800, which is included in Operating (loss) income in the Consolidated Statement of Operations for the year ended December 31, 2021.

Note 10. Commitments and Contingencies

Loss Contingencies

Laureate is subject to legal actions arising in the ordinary course of its business. In management's opinion, we have adequate legal defenses, insurance coverage and/or accrued liabilities with respect to the eventuality of such actions. We do not believe that any settlement would have a material impact on our Consolidated Financial Statements.

Contingent Liabilities for Taxes

As of December 31, 2021 and 2020, Laureate has recorded cumulative liabilities totaling \$1,252 and \$38,355, respectively, for taxes other-than-income tax, principally payroll-tax-related uncertainties recorded at the time of an acquisition, of which \$37,794 was classified as held for sale as of December 31, 2020. The majority of the liability balance at December 31, 2020 related to our operations in Brazil which were sold on May 28, 2021. See Note 5, Dispositions, for more information. The terms of the statutes of limitations on these contingencies vary but can be up to 10 years. These liabilities were included in current and long-term liabilities on the Consolidated Balance Sheets. Changes in the recorded values of non-income tax contingencies

impact operating income and interest expense, while changes in the related indemnification assets impact only operating income. For Continuing Operations, the total decrease to operating income for adjustments to non-income tax contingencies and indemnification assets was \$13,613, \$5,619, and \$6,381 for the years ended December 31, 2021, 2020 and 2019, respectively.

In addition, as of December 31, 2021 and 2020, Laureate has recorded cumulative liabilities for income tax contingencies of \$91,585 and \$40,668, respectively, of which \$11,752 was classified as held for sale as of December 31, 2020. As of December 31, 2021 and 2020, indemnification assets primarily related to acquisition contingencies were \$82 and \$55,940, respectively, of which \$40,877 was classified as held for sale as of December 31, 2020. These indemnification assets primarily cover contingencies for income taxes and taxes other-than-income taxes. The majority of the indemnification assets at December 31, 2020 related to our operations in Brazil, which were sold on May 28, 2021.

We have identified certain contingencies that we have assessed as being reasonably possible of loss, but not probable of loss, and could have an adverse effect on the Company's results of operations if the outcomes are unfavorable. In most cases, Laureate has received indemnifications from the former owners of the acquired businesses for contingencies, and therefore, we do not believe we will sustain an economic loss even if we are required to pay these additional amounts. In cases where we are not indemnified, the unrecorded contingencies are not material.

Other Loss Contingencies

Laureate has accrued liabilities for certain civil actions against our institutions, a portion of which existed prior to our acquisition of these entities. Laureate intends to vigorously defend against these matters. As of December 31, 2021 and 2020, approximately \$7,200 and \$8,300, respectively, of loss contingencies were included in Other long-term liabilities and Other current liabilities on the Consolidated Balance Sheets.

Guarantees

In connection with a loan agreement entered into by a Laureate subsidiary in Peru, all of the shares of Universidad Privada del Norte, one of our universities, were pledged to the third-party lender as a guarantee of the payment obligations under the loan.

During the first quarter of 2021, one of our Peruvian institutions issued a bank guarantee in order to appeal a preliminary tax assessment received related to tax audits of 2014 and 2015. As of December 31, 2021, the amount of the guarantee was PEN 23,411 (\$5,885 at December 31, 2021).

Standby Letters of Credit

As of December 31, 2021 and 2020, Laureate's outstanding letters of credit (LOCs) primarily consisted of the items discussed below.

As of December 31, 2020, we had approximately \$83,600 posted as a LOC in favor of the DOE, and the restricted cash used to collateralize this LOC was held by a corporate entity. Prior to the sale of Walden, this LOC was required to allow Walden to participate in the DOE Title IV program. The Walden sale closed during the third quarter of 2021, and this restricted cash was released during the fourth quarter.

Spanish Tax Audits

As of December 31, 2021 and 2020, we had approximately \$10,700 and \$11,500, respectively, posted as cash collateral for LOCs related to the Spanish tax audits. This was recorded in Continuing Operations and classified as Restricted cash on our December 31, 2021 and 2020 Consolidated Balance Sheets. The cash collateral is related to final assessments issued by the Spanish Taxing Authority (STA) in October 2018 and January 2020 to Iniciativas Culturales de España, S.L. (ICE), our former Spanish holding company. During the second quarter of 2020, ICE was migrated to the Netherlands, and its name was changed to Laureate Netherlands Holding B.V. In October 2021, the Company made a payment to the STA of approximately \$9,300, in order to reduce the amount of future interest that could be incurred as the appeals process continues. Following the payment, the LOCs are no longer required and therefore are expected to be released during the first half of 2022.

Note 11. Share-based Compensation and Equity

Share-based compensation expense was as follows:

For the years ended December 31,	2021	2020	2019
<i>Continuing operations</i>			
Stock options, net of estimated forfeitures	\$ 468	\$ 1,291	\$ 3,101
Restricted stock awards	8,427	8,957	7,224
Total continuing operations	\$ 8,895	\$ 10,248	\$ 10,325
<i>Discontinued operations</i>			
Share-based compensation expense for discontinued operations	1,277	3,050	2,669
Total continuing and discontinued operations	\$ 10,172	\$ 13,298	\$ 12,994

2007 Stock Incentive Plan

In 2007, Laureate's Board of Directors (the Board) approved the Laureate Education, Inc. 2007 Stock Incentive Plan (2007 Plan). The total shares authorized under the 2007 Plan were 9,232. Shares that were forfeited, terminated, canceled, allowed to expire unexercised, withheld to satisfy tax withholding, or repurchased were available for re-issuance. Any awards that were not vested upon termination of employment for any reason were forfeited. Upon voluntary or involuntary termination without cause (including death or disability), the grantee (or the estate) has a specified period of time after termination to exercise options vested on or prior to termination. The 2007 Plan's restricted stock awards have a claw-back feature whereby all vested shares, or the gross proceeds from the sale of those shares, must be returned to Laureate for no consideration if the employee does not abide by the agreed-upon restrictive covenants such as covenants not to compete and covenants not to solicit. Stock option awards under the 2007 Plan have a contractual life of 10 years and were granted with an exercise price equal to the fair market value of Laureate's stock at the date of grant. As of December 31, 2021, 2020 and 2019, all outstanding awards that were granted under the 2007 Plan are fully vested. The 2007 Plan expired in 2017.

2013 Long-Term Incentive Plan

On June 13, 2013, the Board approved the Laureate Education, Inc. 2013 Long-Term Incentive Plan (2013 Plan), as a successor plan to Laureate's 2007 Plan. The 2013 Plan became effective in June 2013, following approval by the stockholders of Laureate. No awards have been made under the 2007 Plan since the 2013 Plan has been effective. Under the 2013 Plan, the Company may grant stock options, stock appreciation rights, unrestricted common stock or restricted stock, unrestricted stock units or restricted stock units, and other stock-based awards, to eligible individuals on the terms and subject to the conditions set forth in the 2013 Plan. As of the effective date in June 2013, the total number of shares of common stock issuable under the 2013 Plan were 7,521. In September 2015, the Board and Shareholders approved an amendment to increase the total number of shares of common stock issuable under the 2013 Plan by 1,219, and in December 2016, the Board and Shareholders approved an amendment to increase the total number of shares of common stock issuable under the 2013 Plan by 3,884. Shares that are forfeited, terminated, canceled, allowed to expire unexercised, withheld to satisfy tax withholding, or repurchased are available for re-issuance. Any awards that have not vested upon termination of employment for any reason are forfeited. Holders of restricted stock shall have all of the rights of a stockholder of common stock including, without limitation, the right to vote and the right to receive dividends. However, dividends declared payable on performance-based restricted stock shall be subjected to forfeiture at least until achievement of the applicable performance target related to such shares of restricted stock. Any accrued but unpaid dividends on unvested restricted stock shall be forfeited upon termination of employment. Holders of stock units do not have any rights of a stockholder of common stock and are not entitled to receive dividends. All awards outstanding under the 2013 Plan terminate upon the liquidation, dissolution or winding up of Laureate.

Stock options, stock appreciation rights and restricted stock units granted under the 2013 Plan have provisions for accelerated vesting if there is a change in control of Laureate. As defined in the 2013 Plan, a change in control means the first of the following to occur: (i) a change in ownership of Laureate or Wengen or (ii) a change in the ownership of assets of Laureate. A change in ownership of Laureate or Wengen shall occur on the date that more than 50% of the total voting power of the capital stock of Laureate is sold or more than 50% of the partnership interests of Wengen is sold in a single or a series of related transactions. A change in the ownership of assets of Laureate would occur if 80% or more of the total gross fair market value of all of the assets of Laureate are sold during a 12-month period. The gross fair market value of Laureate is determined without regard to any liabilities associated with such assets. Upon consummation of the change in control and an employee's "qualifying termination" (as defined in the employee's award agreement): (a) those time-based stock options and stock

appreciation rights that would have vested and become exercisable on or prior to the third anniversary of the effective time of change in control would become fully vested and immediately exercisable; (b) those performance-based stock options and stock appreciation rights that would have vested and become exercisable had Laureate achieved the performance targets in the three fiscal years ending coincident with or immediately subsequent to the effective time of such change in control, excluding the portion of awards that would have vested only pursuant to any catch-up provisions, would become fully vested and immediately exercisable; (c) those time-based restricted stock awards that would have become vested and free of forfeiture risk and lapse restriction on or prior to the third anniversary of the effective time of such change in control would become fully vested and immediately exercisable; (d) those performance-based restricted stock awards that would have vested and become free of forfeiture risk and lapse restrictions had Laureate achieved the target performance in the three fiscal years ending coincident with or immediately subsequent to the effective time of such change in control would become fully vested and immediately exercisable; (e) those time-based restricted stock units that would have become vested or earned on or prior to the third anniversary of the effective time of such change in control would become vested and earned and be settled in cash or shares of common stock as promptly as practicable; and (f) those performance-based restricted stock units, performance shares and performance units that would have become vested or earned had Laureate achieved the target performance in the three fiscal years ending coincident with or immediately subsequent to the effective time of such change in control would become vested and earned and be settled in cash or shares of common stock as promptly as practicable. After giving effect to the foregoing change in control acceleration, any remaining unvested time-based and performance-based stock options, stock appreciation rights, restricted stock, restricted stock units, performance shares and performance share units shall be forfeited for no consideration.

As discussed in Note 1, Description of Business, on January 27, 2020, the Company announced that it would explore strategic alternatives for each of its businesses to unlock shareholder value. Also on January 27, 2020, in connection with such announcement, the Company's Board of Directors determined that any outstanding awards under the 2007 Plan and the 2013 Plan that are held by a participant at the time that such participant is terminated without cause as of and following January 27, 2020 and before a divestiture, sale, spin-off, or any other similar corporate transaction involving the participant's employing entity will receive the same treatment that such awards would have received upon a qualifying termination on or following a change in control (*i.e.*, accelerated vesting of unvested equity awards in accordance with the terms of such awards).

Stock Options Under 2013 Plan

Stock option awards under the 2013 Plan generally have a contractual term of 10 years and are granted with an exercise price equal to or greater than the fair market value of Laureate's stock at the date of grant. These options typically vest over a period of five or three years. There were no stock options granted in 2021 and 2020. All 698 of the options granted in 2019 were Time Options. The Performance Options previously granted under the 2013 Plan are eligible for vesting based on achieving annual pre-determined Equity Value performance targets or Adjusted EBITDA targets, as defined in the plan, and the continued service of the employee. Some of the performance-based awards include a catch-up provision, allowing the grantee to vest in any year in which a target is missed if a following year's target is achieved, as long as the following year is within eight years from the grant date.

Compensation expense is recognized over the period during which an employee is required to provide service in exchange for the award, which is usually the vesting period. For Time Options, expense is recognized ratably over the five-year or three-year vesting period. For Performance Options, expense is recognized under a graded expense attribution method, to the extent that it is probable that the stated annual earnings target will be achieved and options will vest for any year. We assess the probability of each option tranche vesting throughout the life of each grant. As of December 31, 2021, all outstanding awards that were granted under the 2013 Plan are fully vested.

Amendment to 2013 Long-Term Incentive Plan

On June 19, 2017, the Board approved, subject to stockholder approval, an amendment and restatement of the 2013 Plan. Among other things, the amendment (i) increases the number of shares of common stock that may be issued pursuant to awards under the 2013 Plan to 14,714; (ii) adds performance metrics, the ability to grant cash awards, and annual limits on grants, intended to qualify awards as performance-based awards that are not subject to certain limits on tax deductibility of compensation payable to certain executives; and (iii) extends the term of the 2013 Plan to June 18, 2027, the day before the 10th anniversary of the date of adoption of the amendment. On June 19, 2017, the holder of the majority of the voting power of the Company's outstanding stock (the Majority Holder) approved by written consent the amended and restated 2013 Plan and it became effective.

Stock Option Activity for 2007 and 2013 Plans

The following tables summarize the stock option activity and the assumptions used to record the related share-based compensation expense for the years ended December 31, 2021, 2020 and 2019:

	2021			2020			2019		
	Options	Weighted Average Exercise Price	Aggregate Intrinsic Value	Options	Weighted Average Exercise Price	Aggregate Intrinsic Value	Options	Weighted Average Exercise Price	Aggregate Intrinsic Value
Outstanding at January 1	3,428	\$ 17.85	\$ 159	5,388	\$ 18.18	\$ 3,396	9,020	\$ 18.79	\$ 744
Granted	—	—	—	—	—	—	698	14.99	—
Exercised	(583)	12.25	883	(860)	17.60	2,353	(1,569)	16.95	794
Forfeited or expired	(682)	20.14	—	(1,100)	19.66	—	(2,761)	20.06	—
Outstanding at December 31	2,163	9.89	6,098	3,428	17.85	159	5,388	18.18	3,396
Exercisable at December 31	2,163	9.89	6,098	3,292	17.97	159	4,846	18.50	2,136
Vested and expected to vest	2,163	9.89	6,098	3,426	17.85	159	5,274	18.20	3,344

Exercise Prices	Options Outstanding		Options Exercisable		Assumption Range*		
	Number of Shares	Weighted Average Remaining Contractual Terms (Years)	Number of Shares	Weighted Average Remaining Contractual Terms (Years)	Risk-Free Interest Rate	Expected Terms in Years	Expected Volatility
Year Ended December 31, 2021							
\$6.38 - \$7.96	414	5.98	414	5.98	2.68% - 3.05%	5.54 - 5.91	38.29% - 57.25%
\$8.79 - \$10.30	1,655	1.53	1,655	1.53	1.45% - 2.34%	3.20 - 7.12	35.20% - 58.84%
\$15.27 - \$24.33	94	0.44	94	0.44	0.76% - 2.35%	4.16 - 6.52	39.38% - 53.80%
Year Ended December 31, 2020							
\$13.97 - \$15.55	748	6.84	625	6.58	1.99% - 3.05%	3.25 - 5.91	38.29% - 64.18%
\$16.38 - \$17.89	2,247	2.72	2,235	2.68	1.38% - 2.34%	3.20 - 7.12	35.20% - 58.84%
\$21.00	146	0.70	146	0.70	1.81%	4.00	57.79%
\$22.88 - \$31.92	287	0.76	287	0.76	0.73% - 2.86%	4.00 - 6.52	39.03% - 53.80%
Year Ended December 31, 2019							
\$13.97 - \$15.55	944	7.89	524	7.06	1.81% - 3.05%	3.25 - 5.91	38.29% - 64.18%
\$17.00 - \$19.56	3,597	3.12	3,475	2.95	1.38% - 2.94%	2.60 - 10.00	35.20% - 58.84%
\$21.00 - \$21.52	330	1.09	330	1.09	0.68% - 2.61%	3.79 - 6.55	38.16% - 57.79%
\$22.32 - \$31.92	517	1.44	517	1.44	0.60% - 3.03%	3.18 - 6.52	36.93% - 53.80%

* The expected dividend yield is zero for all options in all years.

The weighted-average estimated fair value of stock options granted during 2019 was \$6.05 per share. As noted above, no stock options were granted in 2020 and 2021.

As of December 31, 2021, Laureate had \$0 of unrecognized share-based compensation costs related to stock options outstanding.

Non-Vested Restricted Stock and Restricted Stock Units

The following table summarizes the non-vested restricted stock and restricted stock units activity for the years ended December 31, 2021, 2020 and 2019:

	2021		2020		2019	
	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value	Shares	Weighted Average Grant Date Fair Value
Non-vested at January 1	1,000	\$ 15.81	1,251	\$ 14.69	1,895	\$ 15.31
Granted	818	13.98	969	15.80	1,003	15.10
Vested	(822)	15.01	(861)	14.11	(765)	16.18
Forfeited	(305)	15.32	(359)	15.95	(882)	15.20
Non-vested at December 31	691	14.82	1,000	15.81	1,251	14.69

Restricted stock units granted under the 2013 Plan consist of time-based restricted stock units (RSU) and performance-based restricted stock units (PSU) with various vesting periods over the next three to five years. PSUs are eligible to vest annually upon the Board's determination that the annual performance targets are met. The vesting percentage for PSUs is based on Laureate's attainment of a performance target or targets, provided that continued employment is required through the date the attainment of target is approved by the Compensation Committee.

The fair value of the non-vested restricted stock awards in the table above is measured using the fair value of Laureate's common stock on the date of grant or the most recent modification date, whichever is later.

As of December 31, 2021, unrecognized share-based compensation expense related to non-vested restricted stock and restricted stock unit awards was \$5,471. Of the total unrecognized cost, \$4,492 relates to time-based RSUs and \$979 relates to PSUs. This unrecognized expense for time-based restricted stock and restricted stock units will be recognized over a weighted-average expense period of 1.1 years.

Other Stockholders' Equity Transactions

In June 2019, Wengen converted owned shares of the Company's Class B common stock into an equal number of shares of the Company's Class A common stock and sold a total of 10,955 shares of Class A common stock in a secondary offering at a price of \$15.3032 per share. Wengen received all of the net proceeds from this offering and no shares of Class A common stock were sold by the Company.

In September 2019, Wengen converted owned shares of the Company's Class B common stock into an equal number of shares of the Company's Class A common stock and sold a total of 15,000 shares of Class A common stock in a secondary offering at a price of \$16.85 per share, prior to underwriting discounts and commissions. Wengen received all of the net proceeds from this offering and no shares of Class A common stock were sold by the Company.

Effective October 29, 2021, each share of Company Class A common stock and each share of Company Class B common stock automatically converted into one share of common stock of the Company. Following the conversion, the Company has only one class of common stock outstanding.

Stock Repurchase Programs

On August 8, 2019, the Company announced that its Board of Directors had authorized a stock repurchase program to acquire up to \$150,000 of the Company's common stock. In early October 2019, the Company's stock repurchases reached the authorized limit of \$150,000. On October 14, 2019, the Company's Board of Directors approved the increase of its existing authorization to repurchase shares of the Company's common stock by \$150,000 for a total authorization (including the previously authorized repurchases) of up to \$300,000 of the Company's common stock. The Company's repurchases were made in a block trade, as well as on the open market at prevailing market prices and pursuant to a Rule 10b5-1 stock repurchase plan, in accordance with applicable rules and regulations promulgated under the Securities Exchange Act of 1934, as amended (the Exchange Act). In January 2020, the Company repurchased 1,619 shares of its outstanding common stock for a total purchase price of \$29,203 and reached the total authorized limit of \$300,000.

On November 5, 2020, Laureate's Board of Directors announced a new stock repurchase program to acquire up to \$300,000 of the Company's common stock. On April 30, 2021, the Company's Board of Directors approved an increase of the above authorization to repurchase shares of the Company's common stock by \$200,000. On December 14, 2021, the Company's Board of Directors approved an increase of the authorization to repurchase shares of the Company's common stock by \$100,000, for a total authorization (including the above authorized repurchases) of up to \$600,000 of the Company's common stock. The Company's proposed repurchases may be made from time to time on the open market at prevailing market prices, in privately negotiated transactions, in block trades and/or through other legally permissible means, depending on market conditions and in accordance with applicable rules and regulations promulgated under the Exchange Act. Repurchases may be effected pursuant to a trading plan adopted in accordance with Rule 10b5-1 of the Exchange Act. The Company's Board of Directors will review the share repurchase program periodically and may authorize adjustment of its terms and size or suspend or discontinue the program.

Special Cash Distributions

On September 15, 2021, the Board of Directors of the Company approved a plan of partial liquidation (the Partial Liquidation Plan) in connection with the sale of Walden e-Learning LLC. Pursuant to the Partial Liquidation Plan, the gross proceeds from the sale of the Walden Group, less expenses related to the sale, are to be distributed to the Company's stockholders before the end of calendar year 2022. Notwithstanding the adoption of the Partial Liquidation Plan, the Company expects to continue operating as a going concern and a publicly traded company.

On September 15, 2021 after the adoption of the Partial Liquidation Plan, the Board approved the payment of a special cash distribution (the Distribution) pursuant to the Partial Liquidation Plan equal to \$7.01 per each share of the Company's common stock, par value \$0.004 per share, to each holder of record on October 6, 2021. The Distribution was paid on October 29, 2021, based on the number of shares outstanding on October 6, 2021. The aggregate amount of the Distribution was approximately \$1,270,000. Nasdaq determined that the Company's common stock would trade with "due bills" representing an assignment of the right to receive the Distribution during the period from October 5, 2021 through and including October 29, 2021 (the Due Bill Period). Stockholders who sold their shares during the Due Bill Period were not entitled to receive the Distribution. The Company's shares began trading ex-dividend on November 1, 2021, the first business day after the payment date.

Gross proceeds from the sale included \$74,000 held in escrow and approximately \$83,600 of restricted cash related to collateralized regulatory obligations associated with activities of the divested business. Under the terms of the Partial Liquidation Plan, upon release of escrow amounts and restricted cash, the Company is required to distribute to stockholders any net proceeds from such amounts in the form of special distributions before December 31, 2022.

The restricted cash was released during the fourth quarter of 2021. Accordingly, on December 3, 2021, the Company announced that its Board of Directors approved, pursuant to the previously announced Partial Liquidation Plan, the payment of a special cash distribution (the Second Distribution) equal to \$0.58 per each share of the Company's common stock, par value \$0.004 per share, to each holder of record on December 14, 2021. The Second Distribution was paid on December 28, 2021 and totaled approximately \$105,000, based on the number of shares outstanding on December 14, 2021. The amount of the Second Distribution included the restricted cash that had been released, in addition to other net proceeds from the sale of Walden e-Learning LLC that had not yet been distributed to the Company's stockholders. Gross proceeds remaining to be received from the sale include up to \$74,000 held in escrow. In accordance with the Partial Liquidation Plan, upon release of escrow amounts, the Company intends to distribute to stockholders such remaining net proceeds in the form of a final special distribution before the end of calendar year 2022.

In connection with the Distribution, the Board of Directors approved certain required adjustments under the Company's equity award compensation plans. These required equitable adjustments were effective on November 1, 2021 and were recorded in the consolidated financial statements during the fourth quarter of 2021. The exercise prices of the Company's options were reduced by \$7.01 per share, and holders of restricted and performance stock units will receive an amount in cash equal to \$7.01 per unvested stock unit, payable when such unit vests. In connection with the Second Distribution, the Board of Directors also approved the required adjustments under the Company's equity award compensation plans. These required equitable adjustments also were effective during the fourth quarter of 2021 and were recorded in the consolidated financial statements. The exercise prices of the Company's options were reduced by \$0.58 per share, and holders of restricted and performance stock units will receive an amount in cash equal to \$0.58 per unvested stock unit, payable when such unit vests. As of December 31, 2021, the Company had recorded a payable of \$6,932 related to the equitable adjustments for the equity award compensation plans.

Note 12. Derivative Instruments

In the normal course of business, our operations are exposed to fluctuations in foreign currency values and interest rate changes. We may seek to control a portion of these risks through a risk management program that includes the use of derivative instruments.

Prior to their repayment, Laureate's senior long-term debt arrangements were primarily in USD. Our ability to make debt payments was subject to fluctuations in the value of the USD against foreign currencies, since a majority of our operating cash used to make these payments was generated by subsidiaries with functional currencies other than USD. As part of our overall risk management policies, Laureate has at times entered into foreign currency swap contracts and floating-to-fixed interest rate swap contracts. In addition, we occasionally enter into foreign exchange forward contracts to reduce the impact of other non-functional currency-denominated receivables and payables. We do not enter into speculative or leveraged transactions, nor do we hold or issue derivatives for trading purposes. We generally intend to hold our derivatives until maturity.

Laureate reports all derivatives at fair value. These contracts are recognized as either assets or liabilities, depending upon the derivative's fair value. Gains or losses associated with the change in the fair value of these swaps are recognized in our Consolidated Statements of Operations on a current basis over the term of the contracts, unless designated and effective as a hedge. For swaps that are designated and effective as cash flow hedges, gains or losses associated with the change in fair value of the swaps are recognized in our Consolidated Balance Sheets as a component of Accumulated Other Comprehensive Income (AOCI) and amortized into earnings as a component of Interest expense over the term of the related hedged items. Upon early termination of an effective interest rate swap designated as a cash flow hedge, unrealized gains or losses are deferred in our Consolidated Balance Sheets as a component of AOCI and are amortized as an adjustment to Interest expense over the period during which the hedged forecasted transaction affects earnings. For derivatives that are both designated and effective as net investment hedges, gains or losses associated with the change in fair value of the derivatives are recognized on our Consolidated Balance Sheets as a component of AOCI.

The reported fair values of our derivatives, which are classified in Derivative instruments on our Consolidated Balance Sheets, were as follows:

	December 31, 2021	December 31, 2020
Derivatives not designated as hedging instruments:		
Current liabilities:		
Cross currency swaps	\$ —	\$ 17,680
Long-term liabilities:		
Cross currency swaps	—	8,144
Total derivative instrument assets	\$ —	\$ —
Total derivative instrument liabilities	\$ —	\$ 25,824

Derivatives Designated as Hedging Instruments

Net Investment Hedge - Cross Currency Swaps

In December 2017, Laureate entered into two EUR-USD cross currency swaps (net investment hedges) to hedge the foreign currency exchange volatility on operations of our Euro functional currency subsidiaries and better match our cash flows with the currencies in which our debt obligations are denominated. Both swaps had an effective date of December 22, 2017 and a maturity date of November 2, 2020, and were designated at inception as effective net investment hedges. In April 2019, the Company terminated both EUR-USD cross currency swaps for a net settlement received of \$7,679, which is included in Settlement of derivatives related to sale of discontinued operations and net investment hedge on the Consolidated Statement of Cash Flows for the year ended December 31, 2019. The terms of the swaps specified that at maturity on the first swap, Laureate would deliver the notional amount of EUR 50,000 and receive USD \$59,210 at an implied exchange rate of 1.1842 and at maturity on the second swap, Laureate would deliver the notional amount of EUR 50,000 and receive USD \$59,360 at an implied exchange rate of 1.1872. Semiannually until maturity, Laureate was obligated to pay 5.63% and receive 8.25% on EUR 50,000 and USD \$59,210, respectively, on the first swap and pay 5.6675% and receive 8.25% on EUR 50,000 and USD \$59,360, respectively, on the second swap. The swaps were determined to be 100% effective; therefore, the amount of gain or loss recognized in income on the ineffective portion of derivative instruments designated as hedging instruments was \$0. The accumulated gain recognized in AOCI will be deferred from earnings until the sale or liquidation of the hedged investee.

Cash Flow Hedge - 2024 Term Loan Interest Rate Swaps

In May 2017, Laureate entered into, and designated as cash flow hedges, four pay-fixed, receive-floating amortizing interest rate swaps with notional amounts of \$100,000, \$100,000, \$200,000 and \$300,000, respectively. These notional amounts matched the corresponding principal of the 2024 Term Loan borrowings of which these swaps were effectively hedging the interest payments. As such, the notional values amortized annually based on the terms of the agreements to match the principal borrowings as they were repaid. These swaps effectively fixed the floating interest rate on the term loan to reduce exposure to variability in cash flows attributable to changes in the USD-LIBOR-BBA swap rate. All four swaps were fully settled on August 21, 2018, prior to their May 31, 2022 maturity date, with the remaining AOCI to be ratably reclassified into income through Interest expense over the remaining maturity period of the 2024 Term Loans. The cash received at settlement from the swap counterparties was \$14,117. During the second quarter of 2019, the Company accelerated the reclassification of amounts in AOCI to earnings as a result of the hedged forecasted transactions becoming probable not to occur, due to the full repayment of the 2024 Term Loan in June 2019 using proceeds from the sale of our institutions in Portugal and Spain. The accelerated amounts were a gain of approximately \$9,800 and were recorded as a decrease to Interest expense. Prior to settlement of the swaps, they were determined to be 100% effective; therefore, the amount of gain or loss recognized in income on the ineffective portion was \$0.

The table below shows the total recorded unrealized (loss) gain in Comprehensive income for the derivatives designated as hedging instruments. The impact of these derivative instruments on Comprehensive income, Interest expense and AOCI for the years ended December 31, 2021, 2020 and 2019 were as follows:

	(Loss) Gain Recognized in Comprehensive Income (Effective Portion)			Income Statement Location	Gain Reclassified from AOCI to Income (Effective Portion)			Total Consolidated Interest Expense		
	2021	2020	2019		2021	2020	2019	2021	2020	2019
<i>Cash flow hedge</i>										
Interest rate swaps	\$ —	\$ —	\$ (11,818)	Interest expense	\$ —	\$ —	\$ 11,818			
<i>Net investment hedge</i>										
Cross currency swaps	—	—	3,868	N/A	—	—	—			
Total	\$ —	\$ —	\$ (7,950)		\$ —	\$ —	\$ 11,818	\$ (46,275)	\$ (100,894)	\$ (125,042)

Derivatives Not Designated as Hedging Instruments

BRL to USD Foreign Currency Swaps

In November 2020, in connection with the signing of the sale agreement for its Brazilian operations, Laureate entered into six BRL-to-USD swap agreements. The purpose of these swaps was to mitigate the risk of foreign currency exposure on the expected proceeds from the sale. Two of the swaps were deal contingent, with the settlement date occurring on the second business day following the completion of the sale. On the settlement date, Laureate would deliver the combined notional amount of BRL 1,900,000 (BRL 950,000 for each swap) and receive an amount in USD equal to each swap's notional amount multiplied by each swap's contract rate of exchange at the settlement date. The remaining four swaps were originally put/call options with a maturity date of May 13, 2021, where Laureate could put the combined notional amount of BRL 1,875,000 and call a combined USD amount of \$343,783 at an exchange rate of 5.4540 BRL per 1 USD. The terms of these options included deferred premium payments from Laureate to the counterparties of \$18,294, which were paid in full in January 2021. During the second quarter of 2021, all four of these swaps were converted to be deal contingent, with the settlement date occurring on the second business day following the aforementioned sale. This conversion resulted in cash proceeds to Laureate of \$1,663. On the settlement date, Laureate would deliver the combined notional amount of BRL 1,875,000 and receive an amount in USD equal to each swap's notional amount multiplied by each swap's contract rate of exchange at the settlement date.

As discussed in Note 5, Dispositions, the sale of Laureate's Brazilian operations closed on May 28, 2021. Per the terms of the agreements, the swaps were settled on June 2, 2021, which resulted in a realized loss and net settlement amount paid to the counterparties at closing of \$33,710. As of December 31, 2020, these swaps were in a liability position and had an aggregate fair value of \$25,824, of which \$17,680 was recorded in Derivative instruments as a current liability and \$8,144 was recorded in Derivative instruments as a long-term liability. These swaps were not designated as hedges for accounting purposes.

AUD to USD Foreign Currency Swaps

In March 2020, Laureate entered into an AUD-to-USD swap agreement with a maturity date of April 15, 2020, in connection with an intercompany funding transaction. The terms of the swap stated that on the maturity date, Laureate would deliver the notional amount of AUD 21,000 and receive USD \$13,713 at a rate of exchange of 0.6530 USD per 1 AUD. On April 8, 2020, Laureate entered into a net settlement agreement for this swap to deliver USD \$12,999 and receive the notional amount of AUD 21,000 at a rate of exchange of 0.6190 USD per 1 AUD. This net settlement was executed on April 15, 2020, which resulted in a realized gain and proceeds received of \$714. This amount is included in (Loss) gain on derivatives on the Consolidated Statement of Operations for the year ended December 31, 2020, and is included in Payments for settlement of derivative contracts on the Consolidated Statement of Cash Flows for the year ended December 31, 2020. This swap was not designated as a hedge for accounting purposes.

On April 8, 2020, Laureate entered into a new AUD-to-USD swap agreement with a notional amount of AUD 21,000. On the maturity date of June 15, 2020, Laureate delivered the notional amount and received USD \$12,921 at a rate of exchange of 0.6153 USD per 1 AUD, resulting in a realized loss of \$1,340. This amount is included in (Loss) gain on derivatives on the Consolidated Statements of Operations for the year ended December 31, 2020 and is included in Payments for settlement of derivative contracts on the Consolidated Statement of Cash Flows for the year ended December 31, 2020. This swap was not designated as a hedge for accounting purposes.

EUR to USD Foreign Currency Swaps - Spain and Portugal

In December 2018, Laureate entered into two EUR-to-USD swap agreements in connection with the signing of the sale agreement for the subsidiaries in Spain and Portugal. The purpose of the swaps was to mitigate the risk of foreign currency exposure on the sale proceeds. The first swap was deal contingent, with the settlement date occurring on the second business day following the completion of the sale. On the settlement date, Laureate delivered the notional amount of EUR 275,000 and received USD \$314,573 at a rate of exchange of 1.1439, which resulted in a realized gain of \$5,088. The second swap was a put/call option with a maturity date of April 8, 2019, where Laureate could put the notional amount of EUR 275,000 and call the USD amount of \$310,750 at an exchange rate of 1.13. Based on expected timing of the sale transaction, the swap was terminated on April 2, 2019, resulting in a payment to the counterparty of \$980 that included a deferred premium payment net of proceeds received. The realized gain of \$5,088 and the payment of \$980 are included in Settlement of derivatives related to sale of discontinued operations and net investment hedge on the Consolidated Statement of Cash Flows for the year ended December 31, 2019. These swaps were not designated as hedges for accounting purposes.

In addition to the swaps above, in order to continue to mitigate the risk of foreign currency exposure on the expected sale proceeds for Spain and Portugal in advance of the May 31, 2019 sale closing date, in April 2019, Laureate also entered into

seven EUR-to-USD swap agreements with a combined notional amount of EUR 375,000. On the maturity date of May 15, 2019, Laureate paid the EUR notional amount and received a combined total of USD \$423,003 at a rate of exchange of 1.128007, resulting in a gain of \$1,644. In May 2019, Laureate entered into nine EUR-to-USD swap agreements with a combined notional amount of EUR 532,000. On the maturity date of June 4, 2019, Laureate paid the EUR notional amount and received a combined total of USD \$597,149 at a rate of exchange of 1.122461, resulting in a realized loss of approximately \$565. The realized gain of \$1,644 and the realized loss of \$565 are included in Settlement of derivatives related to sale of discontinued operations and net investment hedge on the Consolidated Statement of Cash Flows for the year ended December 31, 2019. These swaps were not designated as hedges for accounting purposes.

CLP to Unidad de Fomento (UF) Cross Currency and Interest Rate Swaps

The cross currency and interest rate swap agreements are intended to provide a better correlation between our debt obligations and operating currencies. In 2010, one of our subsidiaries in Chile entered into four cross currency and interest rate swap agreements with an aggregate notional amount of approximately \$31,000, and converted CLP-denominated, floating-rate debt to fixed-rate UF-denominated debt. The UF is a Chilean inflation-adjusted unit of account. One of the swaps was scheduled to mature on December 1, 2024, and the remaining three were scheduled to mature on July 1, 2025 (the CLP to UF cross currency and interest rate swaps); however, during the first quarter 2019, the Company elected to settle all four swaps for a net cash payment of approximately USD \$8,200. In addition, Chile also elected to repay a portion of the principal balance outstanding for certain notes payable. This payment is included in Payments for settlement of derivative contracts on the Consolidated Statement of Cash Flows for the year ended December 31, 2019. The CLP to UF cross currency and interest rate swaps were not designated as hedges for accounting purposes.

MXN to USD Foreign Currency Swaps

In September 2019, Laureate entered into three MXN to USD swap agreements with a combined notional amount of MXN 453,146. During the fourth quarter of 2019, Laureate delivered the notional amount and received USD \$23,000 at a rate of exchange of 0.0508, resulting in a realized loss of \$583. The realized loss is included in Payments for settlement of derivative contracts on the Consolidated Statement of Cash Flows for the year ended December 31, 2019. These swaps were not designated as hedges for accounting purposes.

AUD to USD Foreign Currency Swaps

In September 2019, Laureate entered into two AUD to USD swap agreements with a combined notional amount of AUD 11,000. During the fourth quarter ended 2019, Laureate received the notional amount and delivered USD \$7,443 at a rate of exchange of 0.6766 USD per 1 AUD, resulting in a realized gain of \$45. The realized gain is included in Payments for settlement of derivative contracts on the Consolidated Statement of Cash Flows for the year ended December 31, 2019. These swaps were not designated as hedges for accounting purposes.

Components of the reported Gain (loss) on derivatives not designated as hedging instruments in the Consolidated Statements of Operations were as follows:

For the years ended December 31,	2021	2020	2019
<i>Cross currency and interest rate swaps</i>			
Unrealized gain (loss)	\$ 25,824	\$ (25,354)	\$ 4,022
Realized (loss) gain	(50,341)	(626)	4,278
(Loss) gain on derivatives, net	\$ (24,517)	\$ (25,980)	\$ 8,300

Credit Risk and Credit-Risk-Related Contingent Features

Laureate's derivatives expose us to credit risk to the extent that the counterparty may possibly fail to perform its contractual obligation. The amount of our credit risk exposure is equal to the fair value of the derivative when any of the derivatives are in a net gain position. Laureate limits its credit risk by only entering into derivative transactions with highly rated major financial institutions. We have not entered into collateral agreements with our derivatives' counterparties. As of December 31, 2021 and December 31, 2020, we did not hold any derivatives in a net gain position, and thus had no credit risk.

Laureate's agreements with its derivative counterparties contain a provision under which the Company could be declared in default on our derivative obligations if repayment of the underlying indebtedness is accelerated by the lender due to a default on the indebtedness. As of December 31, 2021, the Company did not have any outstanding derivative agreements.

Note 13. Income Taxes

Significant components of the Income tax (expense) benefit on earnings from Continuing Operations were as follows:

For the years ended December 31,	2021	2020	2019
Current:			
United States	\$ (48,523)	\$ 6,391	\$ 17,493
Foreign	(148,437)	(72,660)	(77,421)
Total current	(196,960)	(66,269)	(59,928)
Deferred:			
United States	87,310	124,718	22,337
Foreign	(10,347)	25,612	6,265
State	(25,576)	46,008	285
Total deferred	51,387	196,338	28,887
Total income tax (expense) benefit	\$ (145,573)	\$ 130,069	\$ (31,041)

For the years ended December 31, 2021, 2020 and 2019, foreign income (loss) from Continuing Operations before income taxes was \$80,864, \$(250,910), and \$2,358, respectively. For the years ended December 31, 2021, 2020 and 2019, domestic loss from Continuing Operations before income taxes was \$(218,371), \$(199,928), and \$(122,019), respectively.

Significant components of deferred tax assets and liabilities arising from Continuing Operations were as follows:

December 31,	2021	2020
Deferred tax assets:		
Net operating loss and tax credits carryforwards	\$ 246,405	\$ 410,456
Operating lease asset	135,365	140,500
Depreciation	45,702	45,717
Interest	25,029	32,282
Deferred compensation	23,219	16,997
Deferred revenue	11,432	10,913
Nondeductible reserves	9,470	24,835
Allowance for doubtful accounts	8,437	13,552
Unrealized loss	—	3,128
Total deferred tax assets	505,059	698,380
Deferred tax liabilities:		
Operating lease liability	122,728	127,131
Investment in subsidiaries	74,310	71,183
Amortization of intangible assets	41,776	133,091
Deferred gain on Walden	14,652	—
Unrealized Gain	2,559	—
Other	—	1,918
Total deferred tax liabilities	256,025	333,323
Net deferred tax assets	249,034	365,057
Valuation allowance for deferred tax assets	(283,945)	(320,858)
Net deferred tax (liabilities) assets	\$ (34,911)	\$ 44,199

During the first quarter of 2021, the Company recorded an out-of-period adjustment of approximately \$12,400 for income tax expense that should have been recorded during 2016 through 2020. The Company concluded that the adjustment was immaterial to the consolidated financial statements for both the current and prior periods.

Laureate does not provide deferred taxes on the portion of its unremitted earnings attributable to international companies that have been considered to be reinvested indefinitely. As of December 31, 2021, undistributed earnings from foreign subsidiaries totaled \$679,813.

The Company has recorded a deferred tax liability of \$100 on \$2,000 of earnings to account for the withholding taxes on a portion of unremitted earnings associated with one of its Peruvian subsidiaries. If the Company were to remove its assertion and distribute the remaining unremitted earnings, we would record approximately \$20,000 in additional deferred tax liabilities. The amount of additional deferred tax liabilities recognized could increase if our expectations change based on future developments such that some or all of the undistributed historical earnings of our foreign subsidiaries are remitted to the United States.

The Company has \$53,700 of deferred tax asset for US state net operating loss carryforwards that expire from 2023 to 2042 and \$2,400 of deferred tax asset for US state net operating loss carryforwards that do not expire. The Company has \$168,100 of foreign net operating loss carryforwards that expire from 2023 to 2031. The Company has \$159,400 of tax credit carryforwards that do not expire and \$28,200 of interest carryforwards that do not expire.

The Company assesses the realizability of deferred tax assets by examining all available evidence, both positive and negative. Accounting guidance restricts the amount of reliance the Company can place on projected taxable income to support the recovery of the deferred tax assets when a company is in a three-year cumulative loss position. A valuation allowance is recorded when the company is not able to identify a source of income to support realization of the deferred tax asset on a more-likely-than-not basis.

The reconciliations of the beginning and ending balances of the valuation allowance on deferred tax assets were as follows:

For the years ended December 31,	2021	2020	2019
Balance at beginning of period	\$ 320,858	\$ 324,119	\$ 562,944
Additions (deductions) from tax expense from continuing operations	9,115	(19,879)	2,427
Charges to other accounts			
Additions	—	16,618	—
Deductions	(46,028)	—	(241,252)
Balance at end of period	\$ 283,945	\$ 320,858	\$ 324,119

The reconciliations of the reported Income tax (expense) benefit to the amount that would result by applying the United States federal statutory tax rate of 21% to income from Continuing Operations before income taxes were as follows:

For the years ended December 31,	2021	2020	2018
Tax benefit at the United States statutory rate	\$ 28,877	\$ 94,676	\$ 19,566
Permanent differences	(8,217)	(24,184)	(7,693)
Global intangible low taxed income	(30,616)	70,965	(38,305)
Netherlands intellectual property restructuring	(53,643)	(32,425)	—
State income tax (expense) benefit, net of federal tax effect	(36,782)	36,343	5,783
Tax effect of foreign income taxed at lower rate	(16,665)	(5,534)	(25,228)
Change in valuation allowance	17,642	3,241	(25,337)
Effect of tax contingencies	(12,573)	2,706	11,635
Tax credits	10,458	(2,302)	26,436
Withholding taxes	(43,578)	(13,254)	(869)
Other	(476)	(163)	2,971
Total income tax (expense) benefit	\$ (145,573)	\$ 130,069	\$ (31,041)

The reconciliations of the beginning and ending amount of unrecognized tax benefits were as follows:

For the years ended December 31,	2021	2020	2019
Beginning of the period	\$ 385,283	\$ 56,395	\$ 50,900
Additions for tax positions related to prior years	80,885	3,582	—
Decreases for tax positions related to prior years	(227,051)	—	(1,338)
Additions for tax positions related to current year	21,993	327,142	8,585
Decreases for unrecognized tax benefits as a result of a lapse in the statute of limitations	(3,523)	(1,836)	(1,752)
End of the period	\$ 257,587	\$ 385,283	\$ 56,395

Laureate records interest and penalties related to uncertain tax positions as a component of Income tax expense. During the years ended December 31, 2021, 2020 and 2019, Laureate recognized interest and penalties related to income taxes of \$6,182, \$1,402, and \$2,587, respectively. Laureate had \$14,527 and \$14,731 of accrued interest and penalties at December 31, 2021 and 2020, respectively. During the years ended December 31, 2021, 2020 and 2019, Laureate derecognized \$12,661, \$4,458, and \$6,920, respectively, of previously accrued interest and penalties. Approximately \$123,760 of unrecognized tax benefits, if recognized, will affect the effective income tax rate. It is reasonably possible that Laureate's unrecognized tax benefits may decrease within the next 12 months by up to approximately \$1,958 as a result of the lapse of statutes of limitations and as a result of the final settlement and resolution of outstanding tax matters in various jurisdictions.

Laureate and various subsidiaries file income tax returns in the United States federal jurisdiction, and in various states and foreign jurisdictions. With few exceptions, Laureate is no longer subject to United States federal, state and local, or foreign income tax examinations by tax authorities for years before 2010. United States federal and state statutes are generally open back to 2018; however, the Internal Revenue Service (the IRS) has the ability to challenge 2005 through 2017 net operating loss

carryforwards. Except as discussed below, statutes of other major jurisdictions are open back to 2015 for Spain and 2011 for Mexico.

Spanish Tax Audit

During 2010 and 2013, Laureate was notified by the Spain Tax Authorities (STA) that two tax audits of our Spanish subsidiaries were being initiated for 2006 through 2007, and for 2008 through 2010, respectively. On June 29, 2012, the STA issued a final assessment to ICE, our former Spanish holding company, for EUR 11,051 (\$13,500 at December 31, 2021), including interest, for the 2006 through 2007 period. Laureate appealed this final assessment related to the 2006 through 2007 period and issued a cash-collateralized letter of credit in July 2012, in order to continue the appeal process. In October 2015, the STA issued a final assessment to ICE for the 2008 through 2010 period for approximately EUR 17,187 (\$21,000 at December 31, 2021), including interest, for those three years. In order to continue the appeals process, we issued cash-collateralized letters of credit for the 2008 to 2010 period assessment amount, plus interest and surcharges.

During the second quarter of 2015, the Company reassessed its position regarding the ICE tax audit matters as a result of recent adverse decisions from the Spanish Supreme Court and the Spanish National Court on cases for taxpayers with similar facts and determined that it could no longer support a more-likely-than-not position. As a result, during 2015, the Company recorded a provision totaling EUR 37,610 (approximately \$42,100 at that date). The Company plans to continue the appeals process for the periods already audited and assessed. During the second quarter of 2016, we were notified by the STA that tax audits of the Spanish subsidiaries were also being initiated for 2011 and 2012, and in July 2017 the tax audit was extended to include 2013. Also, during the second quarter of 2016, the Regional Administrative Court issued a decision against the Company on its appeal. The Company has further appealed at the Highest Administrative Court level, which appeal was rejected. The Company has appealed both decisions to the National Court. In the first quarter of 2018, the Company made payments to the Spanish Tax Authorities (STA) totaling approximately EUR 29,600 (approximately \$36,800 at the time of payment) in order to reduce the amount of future interest that could be incurred as the appeals process continues. The payments were made using the restricted cash that collateralized the letters of credit and reduced the liability that had been recorded for this income tax contingency.

In October of 2018, the STA issued a final assessment to ICE for the 2011 through 2013 period totaling approximately EUR 4,100 (approximately \$5,000 at December 31, 2021), including interest. In February 2019, the Company appealed this assessment to the Highest Administrative Court. In May 2019, the Company was notified by the STA that a new tax audit of fiscal years 2014 and 2015 was being initiated. In January 2020, ICE received a final assessment from the STA for the 2014 to 2015 period totaling approximately EUR 4,300 (approximately \$5,300 at December 31, 2021). ICE has appealed the referred assessment before the Administrative Central Court, and, in order to do so, ICE posted a cash-collateralized letter of credit of approximately EUR 4,300 (\$5,300 at December 31, 2021). As of December 31, 2021, the Company has posted a total cash-collateralized letter of credit of approximately \$10,700.

On July 22, 2021, the Spanish National Court issued a decision on the Company's appeal regarding the STA audits of ICE for the fiscal years 2006-2007 and 2008-2010. Based on our understanding of the decision, the matter is not yet resolved in favor of either the Company or the STA. During the third quarter of 2021, both the Company and the STA appealed the Spanish National Court decision. The Spanish Supreme Court to date has not yet ruled on whether or not the appeals will be considered. During the fourth quarter of 2021, the Company made payments to the STA totaling approximately \$9,300, for the final assessments that were issued in October 2018 and January 2020. Following these payments, the Company expects that the related cash-collateralized letters of credit will be released during the first half of 2022.

The Company does not believe that this matter will have a material effect on its consolidated financial statements.

Other Matters

In July 2020, the U.S. Treasury Department released final regulations addressing global intangible low-taxed income (GILTI). Among other changes, these regulations provide an election to exclude certain foreign income of foreign corporations from GILTI if such income is deemed high-taxed in a foreign jurisdiction. These elective provisions may be applied retroactively and accordingly require significant analysis of the potential financial statement impacts. During the third quarter of 2020, the Company recorded a discrete tax benefit of approximately \$70,900 related to 2018 and 2019. In the year ended December 31, 2021, the Company recorded tax expense of approximately \$35,700 for changes in estimate associated with provision-to-return adjustments for tax years 2018 through 2020, primarily related to the final regulations that were released by the U.S. Treasury Department in July 2020 for the high-tax exception to global intangible low-taxed income.

During the year ended December 31, 2021, Laureate recognized income tax expense of \$53,643 related to additional income tax reserves recorded associated with the intellectual property in the Netherlands.

Note 14. Earnings (Loss) Per Share

Effective October 29, 2021, each share of the Company's Class A common stock and each share of the Company's Class B common stock automatically converted into one share of common stock of the Company. Following the conversion, the Company has only one class of common stock outstanding. Prior to that, our common stock had a dual class structure, consisting of Class A common stock and Class B common stock. Other than voting rights, the Class B common stock had the same rights as the Class A common stock and therefore both were treated as the same class of stock for purposes of the earnings per share calculation. Laureate computes basic earnings per share (EPS) by dividing income available to common shareholders by the weighted average number of common shares outstanding for the reporting period. Diluted EPS reflects the potential dilution that would occur if share-based compensation awards, contingently issuable shares, and convertible securities were exercised or converted into common stock. To calculate the diluted EPS, the basic weighted average number of shares is increased by the dilutive effect of stock options, restricted stock, restricted stock units, and other share-based compensation arrangements determined using the treasury stock method, and convertible securities using the if-converted method.

The following tables summarize the computations of basic and diluted earnings per share:

For the years ended December 31,	2021	2020	2019
Numerator used in basic and diluted earnings (loss) per common share for continuing operations:			
Loss from continuing operations	\$ (283,080)	\$ (320,598)	\$ (150,483)
Net (income) loss attributable to noncontrolling interests	(11,839)	17	(98)
Loss from continuing operations attributable to Laureate Education, Inc.	(294,919)	(320,581)	(150,581)
Accretion of redemption value of redeemable noncontrolling interests and equity	(88)	149	(208)
Net loss from continuing operations available to common stockholders for basic and diluted earnings per share	(295,007)	(320,432)	(150,789)
Numerator used in basic and diluted earnings (loss) per common share for discontinued operations:			
Income (loss) from discontinued operations, net of tax	486,865	(298,104)	1,088,147
Loss attributable to noncontrolling interests	500	5,354	918
Net income (loss) from discontinued operations for basic and diluted earnings per share	\$ 487,365	\$ (292,750)	\$ 1,089,065
Denominator used in basic and diluted earnings (loss) per common share:			
Basic and diluted weighted average shares outstanding	189,692	209,710	221,928
Basic and diluted earnings (loss) per share:			
Loss from continuing operations	\$ (1.56)	\$ (1.53)	\$ (0.68)
Income (loss) from discontinued operations	2.57	(1.40)	4.91
Basic and diluted earnings (loss) per share	\$ 1.01	\$ (2.93)	\$ 4.23

The following table summarizes the number of stock options, shares of restricted stock and restricted stock units (RSUs) that were excluded from the diluted EPS calculations because the effect would have been antidilutive:

For the years ended December 31,	2021	2020	2019
Stock options	2,953	4,040	8,740
Restricted stock and RSUs	899	1,021	1,090

Note 15. Related Party Transactions

Payment of Peruvian Capital Gains Tax

As discussed further in Note 17, Legal and Regulatory Matters, holders who sell, exchange or otherwise dispose of Company shares may be subject to a Peruvian nonresident capital gains tax (the Peruvian Tax). During the fourth quarter of 2021, certain investors in Wengen elected to have their interests in Wengen redeemed in exchange for delivery by Wengen to such investors of the number of shares of Company common stock corresponding to the Wengen interests so redeemed. As a result of this transfer, Wengen paid Peruvian Tax of approximately PEN 95,062 (approximately \$23,800 at the date of payment). For administrative convenience, Wengen advanced to Laureate the amount needed to pay the Peruvian Tax and Laureate paid the Peruvian Tax on Wengen's behalf.

Sterling Capital Partners (Sterling)

As discussed in Note 5, Dispositions, at the time of the transaction related to the sale of our former Costa Rica operations, the buyer of our Costa Rica operations was controlled by certain affiliates of Sterling, an entity that previously had the right to designate a director to the Laureate Board of Directors pursuant to a securityholders agreement.

Note 16. Benefit Plans

Domestic Defined Contribution Retirement Plan

Laureate sponsors a defined contribution retirement plan in the United States under section 401(k) of the Internal Revenue Code. The plan offers employees a traditional "pre-tax" 401(k) option and an "after-tax" Roth 401(k) option, providing the employees with choices and flexibility for their retirement savings. All employees are eligible to participate in the plan after meeting certain service requirements. Participants may contribute up to a maximum of 80% of their annual compensation and 100% of their annual cash bonus, as defined and subject to certain annual limitations. Laureate may, at its discretion, make matching contributions that are allocated to eligible participants. The matching on the "after-tax" Roth contributions is the same as the matching on the traditional "pre-tax" contributions. Laureate made discretionary contributions in cash to this plan of \$4,138, \$4,636, and \$5,431 for the years ended December 31, 2021, 2020 and 2019, respectively.

Laureate Education, Inc. Deferred Compensation Plan

Laureate maintained a deferred compensation plan that provided certain executive employees and members of our Board of Directors with the opportunity to defer their salaries, bonuses, and Board of Directors retainers and fees in order to accumulate funds for retirement on a pre-tax basis. Participants are 100% vested in their respective deferrals and the earnings thereon. Laureate did not make contributions to the plan or guarantee returns on the investments. Although plan investments and participant deferrals are kept in a separate trust account, the assets remain Laureate's property and are subject to claims of general creditors. During the first quarter of 2021, the Company's Board of Directors approved the termination of this deferred compensation plan, with such termination effective April 1, 2021, and the participants will receive a distribution payout of their account balances in April 2022.

The plan assets are recorded at fair value with the earnings (losses) on those assets recorded in Other income (expense). The plan liabilities are recorded at the contractual value, with the changes in value recorded in operating expenses. As of December 31, 2021 and 2020, plan assets included in Other assets in our Consolidated Balance Sheets were \$1,924 and \$3,055, respectively, and the plan liabilities reported in our Consolidated Balance Sheets were \$5,104 and \$6,192, respectively. The Company will fund the difference between the assets and the liabilities with operating cash flows.

Supplemental Employment Retention Agreement (SERA)

In November 2007, Laureate established a SERA for one of its then-executive officers, under which this individual received an annual SERA payment of \$1,500. The SERA provided annuity payments to the former executive over the course of his lifetime, and, following the former executive's death in 2018, an annual payment of \$1,500 will be made to his spouse for the remainder of her life. The SERA is administered through a Rabbi Trust, and its assets are subject to the claims of creditors. At the inception of the plan, Laureate purchased annuities which provided funds for the SERA obligations until the former executive's death, at which point proceeds from corporate-owned life insurance policies were received and will be used to fund the future SERA obligations.

As of December 31, 2021 and 2020, the total SERA assets were \$9,539 and \$11,037, respectively, which were recorded on our Consolidated Balance Sheets in Restricted cash at December 31, 2021 and 2020. As of December 31, 2021 and 2020, the total SERA liabilities recorded in our Consolidated Balance Sheets were \$13,396 and \$14,925, respectively, of which \$1,500 each year was recorded in Accrued compensation and benefits, and \$11,896 and \$13,425, respectively, was recorded in Deferred compensation.

Mexico Profit-Sharing

The Fiscal Reform that was enacted in Mexico in December 2013 subjects Laureate's Mexico entities to corporate income tax and also requires them to comply with profit-sharing legislation, whereby 10% of the taxable income of Laureate's Mexican entities will be set aside as employee compensation.

Note 17. Legal and Regulatory Matters

Laureate is subject to legal proceedings arising in the ordinary course of business. In management's opinion, we have adequate legal defenses, insurance coverage, and/or accrued liabilities with respect to the eventuality of these actions. Management believes that any settlement would not have a material impact on Laureate's financial position, results of operations, or cash flows. Our institutions are subject to uncertain and varying laws and regulations, and any changes to these laws or regulations or their application to us may materially adversely affect our business, financial condition and results of operations.

Mexican Regulation – COVID-19 Update

Administrative activities and limited face-to-face educational activities have resumed at all campuses. Education was determined to be an essential activity for the country and thus no longer restrained by the country's color-coded sanitary alert system.

Peruvian Regulation

COVID-19 Update

Peru's national sanitary emergency has been extended until August 2, 2022; however, curfews have been lifted with the exception of several regions in which Laureate does not operate. In February 2022, the government approved several recommendations to begin presential classes at higher education institutions. A plan is required to be presented to the Authorities by the end of March 2022.

Peruvian Nonresident Capital Gains Tax

Stockholders who sell, exchange, or otherwise dispose of Company shares may be subject to Peruvian tax at a rate of 30% on their gain realized in such transaction determined under certain Peruvian valuation rules regardless of whether the transaction is taxable for non-Peruvian purposes. In determining the amount of such gain subject to such tax, the gain is first multiplied by the percentage of the Company's value that is represented by its Peruvian business determined under certain Peruvian valuation rules (the "Peru Ratio"). This tax applies if the value of stock determined under certain Peruvian valuation rules (calculated in PEN) transferred multiplied by the Peru Ratio exceeds approximately \$44,000 applying the PEN/USD exchange rate of December 31, 2021 (the "Threshold"). The Threshold is calculated in PEN and changes with currency exchange rates. For purposes of determining whether the Threshold has been exceeded by any holder, all transfers made by such holder over any 12-month period are aggregated. For purposes of determining whether any tax is owed, the holder must have their basis "certified" by the Peruvian tax authorities in advance of such transaction. If the holder exceeds the Threshold and does not obtain a tax basis certificate before the transaction, the holder's tax basis in the shares will be considered zero for Peruvian tax purposes.

In the event that a direct or indirect sale, exchange, or other disposition of Company shares occurs and any resulting Peruvian tax is not paid, the Company's Peruvian subsidiaries may be jointly and severally liable for such tax. Joint and several liability may be imposed if during any of the 12 months preceding the transaction, *inter alia*, the transferor of Company shares held an indirect or direct interest of more than 10% of the Company's outstanding shares. If such a transaction were to occur and the Peruvian tax authorities sought to collect the Peruvian capital gains taxes from the Company's Peruvian subsidiaries that were not paid by such transferor, it could have a material adverse effect on our business, financial condition or results of operations.

Note 18. Fair Value Measurement

Fair value is defined as the price that would be received to sell an asset or paid to settle a liability in an orderly transaction between market participants at the measurement date. Accounting standards utilize a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value into three levels, which are described below:

- Level 1 – Quoted prices (unadjusted) for identical assets or liabilities in active markets
- Level 2 – Observable inputs other than quoted prices that are either directly or indirectly observable for the asset or liability
- Level 3 – Unobservable inputs that are supported by little or no market activity

These levels are not necessarily an indication of the risk of liquidity associated with the financial assets or liabilities disclosed. In instances where the determination of fair value measurement is based on inputs from different levels of the fair value hierarchy, the level in the fair value hierarchy within which the entire fair value measurement falls is based on the lowest level input that is significant to the fair value measurement in its entirety, as required under ASC 820-10, "Fair Value Measurement." Our assessment of the significance of a particular input to the fair value measurement in its entirety requires judgment and considers factors specific to the asset or liability.

Derivative Instruments

Laureate uses derivative instruments as economic hedges for bank debt, foreign exchange fluctuations and interest rate risk. Their values are derived using valuation models commonly used for derivatives. These valuation models require a variety of inputs, including contractual terms, market prices, forward-price yield curves, notional quantities, measures of volatility and correlations of such inputs. Although we have determined that the majority of the inputs used to value our derivatives fall within Level 2 of the fair value hierarchy, the credit valuation adjustments associated with our derivatives utilize Level 3 inputs, such as estimates of current credit spreads to evaluate the likelihood of default by ourself and our counterparties. We have determined that the significance of the impact of the credit valuation adjustments made to our derivative contracts, which determination was based on the fair value of each individual contract, was not significant to the overall valuation. As a result, all of our derivatives held as of December 31, 2020 were classified as Level 2 of the fair value hierarchy. Laureate did not hold any derivatives as of December 31, 2021.

Equity securities - preferred stock investment

In 2013, Laureate purchased approximately 1,020 shares (the Shares) of preferred stock of a private education company for \$5,000. This equity security did not have a readily determinable fair value. In June 2019, based on interest expressed by an investor to purchase the Shares, Laureate recorded this investment at its estimated fair value and recorded a non-operating gain of approximately \$6,100. In September 2019, Laureate sold the Shares and received cash proceeds of \$11,473, resulting in a total non-operating gain of \$6,473 for the year ended December 31, 2019. The proceeds are included in Proceeds from sale of investment on the Consolidated Statement of Cash Flows for the year ended December 31, 2019.

As of December 31, 2021, Laureate did not hold any financial assets or liabilities that are measured at fair value on a recurring basis.

Laureate's financial assets and liabilities that are measured at fair value on a recurring basis as of December 31, 2020 were as follows:

	Total	Level 1	Level 2	Level 3
Assets				
Derivative instruments	\$ —	\$ —	\$ —	\$ —
Liabilities				
Derivative instruments	\$ 25,824	\$ —	\$ 25,824	\$ —

Note 19. Other Financial Information

Accumulated Other Comprehensive Income

AOCI in our Consolidated Balance Sheets includes the accumulated translation adjustments arising from translation of foreign subsidiaries' financial statements, the unrealized gains or losses on derivatives designated as effective hedges, and the accumulated net gains or losses that are not recognized as components of net periodic benefit cost for our minimum pension liability. Laureate reports changes in AOCI in our Consolidated Statements of Stockholders' Equity and the change in AOCI includes the removal of the cumulative translation adjustment related to subsidiaries that were sold during the period. The components of these balances were as follows:

December 31,	2021			2020		
	Laureate Education, Inc.	Noncontrolling Interests	Total	Laureate Education, Inc.	Noncontrolling Interests	Total
Foreign currency translation loss	\$ (529,472)	\$ 946	\$ (528,526)	\$ (951,456)	\$ 958	\$ (950,498)
Unrealized gains on derivatives	10,416	—	10,416	10,416	—	10,416
Minimum pension liability adjustment	(1,148)	—	(1,148)	(946)	—	(946)
Accumulated other comprehensive loss	\$ (520,204)	\$ 946	\$ (519,258)	\$ (941,986)	\$ 958	\$ (941,028)

Foreign Currency Exchange of Certain Intercompany Loans

Laureate periodically reviews its investment and cash repatriation strategies in order to meet our liquidity requirements in the United States. Laureate recognized currency exchange adjustments attributable to intercompany loans that are not designated as indefinitely invested as Foreign currency exchange gain (loss), net, of \$27,292, \$21,171 and \$(11,769) in the Consolidated Statements of Operations for the years ended December 31, 2021, 2020 and 2019, respectively.

Supplemental Schedule for Transactions with Noncontrolling Interest Holders

Transactions with noncontrolling interest holders had the following effects on the equity attributable to Laureate:

For the years ended December 31,	2021	2020	2019
Net income (loss) attributable to Laureate Education, Inc.	\$ 192,446	\$ (613,331)	\$ 938,484
Decrease in equity for changes in noncontrolling interests	(181)	(2,610)	(3,700)
Change from net income (loss) attributable to Laureate Education, Inc. and net transfers to the noncontrolling interests	\$ 192,265	\$ (615,941)	\$ 934,784

Write Off of Accounts and Notes Receivable

During the years ended December 31, 2021, 2020 and 2019, Laureate wrote off approximately \$31,600, \$24,300 and \$4,500, respectively, of fully reserved accounts and notes receivable that were deemed uncollectible.

Note 20. Supplemental Cash Flow Information

Cash interest payments, prior to interest income, for Continuing Operations and Discontinued Operations were \$63,153, \$120,640 and \$188,682 for the years ended December 31, 2021, 2020 and 2019, respectively. Net cash payments for income taxes for Continuing Operations and Discontinued Operations were \$251,098, \$91,371 and \$119,682 for the years ended December 31, 2021, 2020 and 2019, respectively.

Reconciliation of Cash and cash equivalents and Restricted cash

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the Consolidated Balance Sheets, as well as the December 31, 2019 balance, to the amounts shown in the Consolidated Statements of Cash Flows:

For the year ended December 31,	2021	2020	2019
Cash and cash equivalents	\$ 324,801	\$ 750,147	\$ 61,576
Restricted cash	20,774	117,151	36,241
Total Cash and cash equivalents and Restricted cash shown in the Consolidated Statements of Cash Flows	\$ 345,575	\$ 867,298	\$ 97,817

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures**Evaluation of Disclosure Controls and Procedures**

Our management, with the participation of our Chief Executive Officer (“CEO”) and Chief Financial Officer (“CFO”), has evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934 (the “Exchange Act”), as of the end of the period covered by this report.

Based on that evaluation, our CEO and CFO have concluded that, as of December 31, 2021, our disclosure controls and procedures are effective. The Company’s disclosure controls and procedures are designed to ensure that information required to be disclosed in our Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms, and that such information is accumulated and communicated to management, including our CEO and CFO, to allow timely decisions regarding required disclosures.

Management’s Report on Internal Control Over Financial Reporting

Management’s report on the Company’s internal control over financial reporting as of December 31, 2021 is included in Part II, Item 8 “Financial Statements.” The effectiveness of the Company’s internal control over financial reporting as of December 31, 2021 has been audited by PricewaterhouseCoopers LLP, an independent registered public accounting firm. Their report appears in Part II, Item 8 “Financial Statements.”

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting during the quarter ended December 31, 2021 that have materially affected, or that are reasonably likely to materially affect, our internal control over financial reporting.

Effective October 1, 2021, as part of our ongoing cost-reduction efforts, we outsourced the majority of our information technology activities to a third-party service provider. These changes were not made in response to any identified deficiency or weakness in the Company’s internal control over financial reporting.

Item 9B. Other Information

None.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

Part III

Item 10. Directors, Executive Officers and Corporate Governance

Certain of this information will be contained in our definitive proxy statement for the 2022 Annual Meeting of Stockholders, to be filed within 120 days following the end of our fiscal year, and is incorporated herein by reference.

Information about our Executive Officers

The following table sets forth information regarding our current executive officers, including their ages. Executive officers serve at the request of the Board of Directors. There are no family relationships among any of our executive officers.

Name	Age	Position
Eilif Serck-Hanssen	56	Director, President and Chief Executive Officer
Richard M. Buskirk	45	Senior Vice President and Chief Financial Officer
Marcelo Barbalho Cardoso	50	Executive Vice President and Chief Operating Officer
Timothy P. Grace	58	Chief Human Resources Officer
Richard H. Sinkfield III	52	Chief Legal Officer and Chief Ethics & Compliance Officer

Eilif Serck-Hanssen has served as our Chief Executive Officer since January 2018 and became our President in July 2019. From March 2017 to December 2017, Mr. Serck-Hanssen served as our President and Chief Administrative Officer as well as our Chief Financial Officer. From July 2008 through March 2017, Mr. Serck-Hanssen served as our Executive Vice President and Chief Financial Officer. From February 2008 until July 2008, Mr. Serck-Hanssen served as chief financial officer and president of international operations at XOJET, Inc. In January 2005, Mr. Serck-Hanssen was part of the team that founded Eos Airlines, Inc., a premium airline, and until February 2008, Mr. Serck-Hanssen served as its executive vice president and chief financial officer. Prior to starting Eos Airlines, Mr. Serck-Hanssen served in several financial executive positions at US Airways, Inc. (now American Airlines, Inc.) and Northwest Airlines, Inc. (now Delta Airlines, Inc.), including serving as a senior vice president and Treasurer of US Airways, Inc. Prior to joining the airline industry, Mr. Serck-Hanssen spent over five years with PepsiCo, Inc., in various international locations and three years with PricewaterhouseCoopers LLP (formerly Coopers & Lybrand Deloitte) in London. He is an Associate Chartered Accountant (ACA) and a member of the Institute of Chartered Accountants in England and Wales. Mr. Serck-Hanssen earned a B.A. from the University of Kent at Canterbury (United Kingdom), a B.S. from the Bergen University College (Norway) and an M.B.A. from the University of Chicago Booth School of Business.

Richard M. Buskirk has served as our Senior Vice President and Chief Financial Officer since April 2021. Mr. Buskirk previously served as our Senior Vice President, Corporate Development from 2018 to April 2021 and as our Vice President, Global Financial Planning & Analysis from 2015 to 2018. Prior to joining Laureate, Mr. Buskirk was a CPA with Ernst & Young LLP, and an investment banker with Deutsche Bank, and worked for multiple global brands, including Vodafone, NII Holdings, Inc. (formerly Nextel International) and Sprint/Nextel in a range of financial, strategy and operations positions. Mr. Buskirk earned a B.S. in accounting from the University of Maryland and a dual M.B.A. from Columbia University and London Business School.

Marcelo Barbalho Cardoso has served as our Executive Vice President and Chief Operating Officer since June 2021 and as our Chief Executive Officer of Laureate Brazil from 2019 to June 2021. Mr. Cardoso has been with Laureate since 2011, holding several leadership positions across our Brazil operations including Global Chief Transformation Officer during 2019, Chief Operating Officer of Laureate Brazil from 2017 to 2018, and Vice President of Operations and President of FMU from 2013 to 2017. Prior to joining Laureate, Mr. Cardoso served as Latin America Vice President, Business Ops & CFO for Dell EMC Computer Systems and held senior leadership positions at Johnson Controls. Mr. Cardoso earned an undergraduate degree in chemical engineering from Universidade Estadual de Campinas (Brazil) and an MBA in management from the University of Michigan.

Timothy P. Grace has served as our Chief Human Resources Officer since May 2018. Prior to joining the Company, Mr. Grace served as the Chief Human Resources Officer for Toys“R”Us, Inc. from September 2015 to May 2018. From March 2014 to September 2015, he served as Group Vice President of Human Resources at L’Oréal Group, and from 2002 to March 2014, he served as Senior Vice President of Human Resources for the Americas at Schindler Elevator Corporation. Mr. Grace earned a B.A. from the State University of New York at Fredonia and an M.S. from West Virginia University.

Richard H. Sinkfield III has served as our Chief Legal Officer and Chief Ethics & Compliance Officer since June 2020. Mr. Sinkfield previously served as Laureate's Senior Vice President and Assistant General Counsel, Latin America. He has been with Laureate since 2004, and during this time has overseen the work of corporate and university counsel across eight countries, including serving as Regional General Counsel for Brazil for five years. Prior to joining Laureate, Mr. Sinkfield practiced law at several top U.S. law firms, including the Washington D.C. offices of Sidley Austin LLP and Akin Gump Strauss Hauer & Feld LLP. He also has taught as an adjunct professor at the George Washington University Law School and has served on multiple non-profit boards in the United States and across Latin America. Mr. Sinkfield earned a B.S.F.S. from Georgetown University and a J.D. from Harvard Law School.

Except as described below, during the past ten years (i) no petition has been filed under federal bankruptcy laws or any state insolvency laws by or against any of our executive officers, (ii) no receiver, fiscal agent or similar officer was appointed by a court for the business or property of any of our executive officers and (iii) none of our executive officers was an executive officer of any business entity or a general partner of any partnership at or within two years before the filing of a petition under the federal bankruptcy laws or any state insolvency laws by or against such entity. In September 2017, during the time that Mr. Grace was an executive officer at Toys“R”Us, Inc., that company filed for protection under Chapter 11 of the U.S. Bankruptcy Code.

Item 11. Executive Compensation

This information will be contained in our definitive proxy statement for the 2022 Annual Meeting of Stockholders, to be filed within 120 days following the end of our fiscal year, and is incorporated herein by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

This information will be contained in our definitive proxy statement for the 2022 Annual Meeting of Stockholders, to be filed within 120 days following the end of our fiscal year, and is incorporated herein by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

This information will be contained in our definitive proxy statement for the 2022 Annual Meeting of Stockholders, to be filed within 120 days following the end of our fiscal year, and is incorporated herein by reference.

Item 14. Principal Accountant Fees and Services

This information will be contained in our definitive proxy statement for the 2022 Annual Meeting of Stockholders, to be filed within 120 days following the end of our fiscal year, and is incorporated herein by reference.

Part IV

Item 15. Exhibits and Financial Statement Schedules

(a) The following documents are filed as part of this report:

(1) Financial Statements (certain schedules are omitted because they are not applicable or not required, or because the required information is included in the consolidated financial statements or notes thereto).

(2) Those exhibits required by Item 601 of Regulation S-K and by paragraph (b) below.

(b) The following exhibits are filed as part of this Annual Report or, where indicated, were filed and are incorporated by reference:

Exhibit No.	Exhibit Description	Form	File Number	Exhibit Number	Filing Date
2.1#	<u>Amended and Restated Sale and Purchase Agreement, dated as of November 22, 2017 and amended and restated on January 11, 2018, by and among LEI European Investments B.V., Laureate International B.V. and Galileo Global Education Luxco S.A R.L.</u>	10-K	001-38002	2.7	03/20/2018
2.2#	<u>Sale and Purchase Agreement, dated April 12, 2018, among LEI European Investments B.V., Laureate International B.V. and Global University Systems Germany B.V.</u>	8-K	001-38002	2.1	04/18/2018
2.3#	<u>Asset Purchase Agreement, dated January 15, 2018, among Kendall College, LLC, The Dining Room at Kendall NFP, National Louis University and Laureate Education, Inc.</u>	8-K	001-38002	2.1	08/07/2018
2.4#	<u>Membership Interest Purchase Agreement, dated April 24, 2018, by and among Laureate Education, Inc., Exeter Street Holdings, LLC, University of St. Augustine for Health Sciences, LLC and University of St. Augustine Acquisition Corp.</u>	10-Q	001-38002	2.4	08/09/2018
2.5#	<u>Sale and Purchase Agreement, dated December 12, 2018, by and among Iniciativas Culturales de España S.L., Laureate I B.V. and Samarinda Investments, S.L.</u>	10-K	001-38002	2.5	02/28/2019
2.6#	<u>Share Purchase Agreement relating to the sale and purchase of equity shares of Pearl Retail Solutions Private Limited, M-Power Energy India Private Limited and Data Ram Sons Private Limited</u>	8-K	001-38002	2.1	05/13/2019
2.7#	<u>Share Purchase Agreement relating to all the shares in the capital of Education Turkey B.V.</u>	8-K	001-38002	2.1	08/29/2019
2.8#	<u>Equity Purchase Agreement, dated January 10, 2020, by and among SP Costa Rica Holdings, LLC, Laureate International B.V. and Laureate Education, Inc.</u>	10-K	001-38002	2.8	02/27/2020
2.9#	<u>Sale and Purchase Agreement, dated July 29, 2020, by and among LEI AMEA Investments B.V., Laureate Education, Inc., SEI Newco Inc. and Strategic Education, Inc.</u>	10-Q	001-38002	2.9	11/05/2020
2.10#	<u>Master Agreement, dated September 10, 2020, by and among Laureate International B.V., Laureate I, B.V., Servicios Regionales Universitarios LE, S.C. and Fundación Educación y Cultura</u>	10-Q	001-38002	2.10	11/05/2020
2.11#	<u>Membership Interest Purchase Agreement, dated September 11, 2020, by and between Laureate Education, Inc. and Adtalem Global Education Inc.</u>	10-Q	001-38002	2.11	11/05/2020
2.12#	<u>Transaction Agreement, dated September 11, 2020, by and among Laureate Education, Inc., Rede Internacional de Universidades Laureate Ltda., Ser Educacional S.A. and, solely for the purposes of certain provisions thereof, José Janguê Bezerra Diniz and certain of his family members</u>	10-Q	001-38002	2.12	11/05/2020
2.13#	<u>Settlement, Release and Discharge Agreement, dated as of October 29, 2020, by and among Laureate Education, Inc., Rede Internacional de Universidades Laureate Ltda., Ser Educacional S.A., José Janguê Bezerra Dimiz and certain of his family members</u>	10-K	001-38002	2.13	02/25/2021

Exhibit No.	Exhibit Description	Form	File Number	Exhibit Number	Filing Date
2.14#	Transaction Agreement, dated October 30, 2020, by and among Laureate Education, Inc., Laureate Netherlands Holding B.V., ICE Inversões Brazil, SL, Rede Internacional de Universidades Laureate Ltda., Anima Holding S.A., VC Network Educação S.A., and, solely for the purposes of certain provisions thereof, the controlling shareholders of Anima Holding S.A.	10-K	001-38002	2.14	02/25/2021
2.15#	Waiver and Amendment to Membership Interest Purchase Agreement by and between Adtalem Global Education Inc. and Laureate Education, Inc., dated as of July 21, 2021	8-K	001-38002	2.1	07/27/2021
2.16#	Amendment dated August 10, 2021 to Membership Interest Purchase Agreement, dated September 11, 2020, by and between Laureate Education, Inc. and Adtalem Global Education Inc.	10-Q	001-38002	2.2	11/04/2021
3.1	Amended and Restated Certificate of Incorporation	S-1/A	333-207243	3.1	01/31/2017
3.2	Amended and Restated Bylaws	S-1/A	333-207243	3.2	01/31/2017
3.3	Certificate of Retirement of Convertible Redeemable Preferred Stock, Series A	8-K	001-38002	3.1	07/20/2018
3.4	Certificate of Retirement of Class A Common Stock and Class B Common Stock	8-K	001-38002	3.1	12/17/2021
4.1*	Description of Capital Stock of Laureate Education, Inc.				
10.1†	2007 Stock Incentive Plan for Key Employees of Laureate Education, Inc. and its Subsidiaries	S-1/A	333-207243	10.31	11/20/2015
10.2†	2007 Stock Incentive Plan Form of Stock Option Agreement, as amended on August 31, 2010	S-1/A	333-207243	10.32	11/20/2015
10.3†	2013 Long-Term Incentive Plan Form of Stock Option Agreement effective as of September 11, 2013	S-1/A	333-207243	10.34	11/20/2015
10.4†	Laureate Education, Inc. Deferred Compensation Plan, as amended and restated effective January 1, 2009	S-1/A	333-207243	10.35	11/20/2015
10.5†	Form of Management Stockholder's Agreement for equityholders	S-1/A	333-207243	10.36	11/20/2015
10.6†	Employment Offer Letter, dated July 21, 2008, between Laureate Education, Inc. and Eilif Serck-Hanssen	S-1/A	333-207243	10.40	11/20/2015
10.7†	Amendment to Employment Offer Letter, dated December 9, 2010, between Laureate Education, Inc. and Eilif Serck-Hanssen	S-1/A	333-207243	10.41	11/20/2015
10.8†	Form of Stockholders' Agreement for Entity-Appointed Directors	S-1/A	333-207243	10.47	11/20/2015
10.9†	Form of Stockholders' Agreement for Individual Directors	S-1/A	333-207243	10.48	11/20/2015
10.10†	2013 Long-Term Incentive Plan Form of Stock Option Agreement for 2016 for Named Executive Officers	S-1/A	333-207243	10.57	05/20/2016
10.11†	2013 Long-Term Incentive Plan Form of Stock Option Agreement for 2016	S-1/A	333-207243	10.58	05/20/2016
10.12	Subscription Agreement, dated as of December 4, 2016, by and among Laureate Education, Inc., Macquarie Sierra Investment Holdings Inc., and each of the other Persons listed on Schedule A and Schedule B thereto.	S-1/A	333-207243	10.63	12/15/2016
10.13	Registration Rights Agreement by and among Laureate Education, Inc., each of the Investors set forth on Schedule A thereto, Douglas L. Becker and Wengen Alberta, Limited Partnership	10-K	001-38002	10.29	03/20/2018
10.14	Investors' Stockholders Agreement by and among Laureate Education, Inc., Wengen Alberta, Limited Partnership and the Investors set forth on Schedule A thereto	10-K	001-38002	10.30	03/20/2018
10.15	Amended and Restated Securityholders Agreement by and among Wengen Alberta, Limited Partnership, Laureate Education, Inc. and the other parties thereto	8-K	001-38002	10.1	02/06/2017

Exhibit No.	Exhibit Description	Form	File Number	Exhibit Number	Filing Date
10.16*	Amendment No. 1 dated October 28, 2021 to the Amended and Restated Securityholders Agreement, dated as of February 6, 2017, among Wengen Alberta, Limited Partnership, Laureate Education, Inc. and the other parties thereto				
10.17	Amended and Restated Registration Rights Agreement by and among Wengen Alberta, Limited Partnership, Wengen Investments Limited, Laureate Education, Inc. and the other parties thereto	8-K	001-38002	10.2	02/06/2017
10.18†	Amendment to the 2007 Stock Incentive Plan for Key Employees of Laureate Education, Inc. and its Subsidiaries	10-K	001-38002	10.76	03/29/2017
10.19	Amended and Restated Guarantee, dated as of April 26, 2017, by Laureate Education, Inc. and certain domestic subsidiaries of Laureate Education, Inc. party thereto from time to time, as guarantors, in favor of Citibank, N.A., as collateral agent	10-Q	001-38002	10.83	05/11/2017
10.20	Amended and Restated Pledge Agreement, dated as of April 26, 2017, among Laureate Education, Inc. and certain domestic subsidiaries of Laureate Education, Inc. party thereto from time to time, as pledgors, and Citibank, N.A., as collateral agent	10-Q	001-38002	10.84	05/11/2017
10.21	Amended and Restated Security Agreement, dated as of April 26, 2017, among Laureate Education, Inc. and certain domestic subsidiaries of Laureate Education, Inc. party thereto from time to time, as grantors, and Citibank, N.A., as collateral agent	10-Q	001-38002	10.85	05/11/2017
10.22	Third Amended and Restated Credit Agreement, dated as of October 7, 2019, among Laureate Education, Inc., the lending institutions from time to time parties thereto, and Citibank, N.A., as administrative agent and collateral agent	8-K	001-38002	10.1	10/11/2019
10.23	First Amendment to Third Amended and Restated Credit Agreement, dated as of July 20, 2020, by Laureate Education, Inc. and Citibank, N.A., as administrative agent	10-Q	001-38002	10.57	11/05/2020
10.24†	Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan	8-K	001-38002	10.1	06/20/2017
10.25†	Amended and Restated 2013 Long-Term Incentive Plan Form of Performance-based Stock Option Agreement for 2017	10-Q	001-38002	10.52	08/08/2017
10.26†	Amended and Restated 2013 Long-Term Incentive Plan Form of Time-based Stock Option Agreement for 2017	10-Q	001-38002	10.53	08/08/2017
10.27†	Amended and Restated 2013 Long-Term Incentive Plan Form of Performance-based Stock Option Agreement for 2017 for Certain Executives	10-Q	001-38002	10.56	08/08/2017
10.28†	Amended and Restated 2013 Long-Term Incentive Plan Form of Time-based Stock Option Agreement for 2017 for Certain Executives	10-Q	001-38002	10.57	08/08/2017
10.29*†	Amended and Restated 2013 Long-Term Incentive Plan Form of Time-based Stock Option Agreement for 2018 Grants				
10.30*†	Amended and Restated 2013 Long-Term Incentive Plan Form of Time-based Stock Option Agreement for 2019 Grants				
10.31*†	Amended and Restated 2013 Long-Term Incentive Plan Form of Restricted Stock Units Notice and Agreement for 2020 Grants				
10.32*†	Amended and Restated 2013 Long-Term Incentive Plan Form of Restricted Stock Units Notice and Agreement for 2021-2022 Grants for Certain Executives				
10.33*†	Amended and Restated 2013 Long-Term Incentive Plan Form of Performance Share Units Notice and Agreements for 2019-2020 Grants				
10.34*†	Amended and Restated 2013 Long-Term Incentive Plan Form of Performance Share Units Notice and Agreement for 2021-2022 Grants				

Exhibit No.	Exhibit Description	Form	File Number	Exhibit Number	Filing Date
10.35*†	2013 Long-Term Incentive Plan Form of Restricted Stock Units Agreement for Non-Employee Directors				
10.36†	Employment Offer Letter, dated November 6, 2017, between Laureate Education, Inc. and Jean-Jacques Charhon	10-K	001-38002	10.67	03/20/2018
10.37†	Employment Offer Letter, dated May 3, 2018, between Timothy Grace and Laureate Education, Inc.	10-Q	001-38002	10.72	08/09/2018
10.38†	Form of Director Indemnity Agreement	10-Q	001-38002	10.64	08/08/2019
10.39†◇	Form of Retention Letter for Certain Corporate Executives	10-Q	001-38002	10.53	05/07/2020
10.40†	Form of Retention/Transaction Bonus Letter for Certain Regional Executives	10-Q	001-38002	10.54	05/07/2020
10.41†	Promotion Offer Letter, dated July 8, 2020, between Laureate Education, Inc. and Richard H. Sinkfield III	10-K	001-38002	10.45	02/25/2021
10.42†◇	Retention Letter, dated April 5, 2020, between Laureate Education, Inc. and Richard H. Sinkfield	10-K	001-38002	10.46	02/25/2021
10.43*†	2021 Annual Incentive Plan for Certain Executives				
10.44*†	Promotion Offer Letter, dated March 16, 2021, between Laureate Education, Inc. and Richard M. Buskirk				
10.45*†◇	Retention Letter, dated April 28, 2020, between Laureate Education, Inc. and Richard M. Buskirk				
10.46*†	Independent Contractor and Consultant Agreement, dated May 28, 2021, between Laureate Education, Inc. and Marcelo Barbalho Cardoso				
21.1*	List of Subsidiaries of the Registrant				
23.1*	Consent of PricewaterhouseCoopers LLP				
31.1*	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				
31.2*	Certification pursuant to Section 302 of the Sarbanes-Oxley Act of 2002				
32*	Certifications pursuant to Section 906 of the Sarbanes-Oxley Act of 2002				
Ex. 101.INS*	XBRL Instance Document - - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the inline XBRL document				
Ex. 101.SCH*	Inline XBRL Taxonomy Extension Schema Document				
Ex. 101.CAL*	Inline XBRL Taxonomy Extension Calculation Linkbase Document				
Ex. 101.LAB*	Inline XBRL Taxonomy Extension Label Linkbase Document				
Ex. 101.PRE*	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
Ex. 101.DEF*	Inline XBRL Taxonomy Extension Definition Linkbase Document				
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)				
	* Filed herewith.				
	# The exhibits, disclosure schedules, and other schedules, as applicable, have been omitted pursuant to Item 601(a)(5) of Regulation S-K.				
	† Indicates a management contract or compensatory plan or arrangement.				
	◇ Certain identified information has been omitted from this exhibit because it is both (1) not material, and (2) is the type that the Company treats as private or confidential.				

The agreements and other documents filed as exhibits to this report are not intended to provide factual information or other disclosure other than the terms of the agreements or other documents themselves, and you should not rely on them for that purpose. In particular, any representations and warranties made by the Company in these agreements or other documents were made solely within the specific context of the relevant agreement or document and may not describe the actual state of affairs at the date they were made or at any other time.

Item 16. Form 10-K Summary

None.

Signatures

Pursuant to the requirements of Section 13 or 15(d) of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized, on February 24, 2022.

Laureate Education, Inc.

By: /s/ RICHARD M. BUSKIRK

Richard M. Buskirk

Senior Vice President and Chief Financial Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

<u>Name</u>	<u>Title</u>	<u>Date</u>
<u>/s/ EILIF SERCK-HANSEN</u> Eilif Serck-Hanssen	President, Chief Executive Officer and Director (Principal Executive Officer)	February 24, 2022
<u>/s/ RICHARD M. BUSKIRK</u> Richard M. Buskirk	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 24, 2022
<u>/s/ GERARD M. KNAUER</u> Gerard M. Knauer	Vice President, Accounting and Global Controller (Principal Accounting Officer)	February 24, 2022
<u>/s/ KENNETH W. FREEMAN</u> Kenneth W. Freeman	Chairman of the Board	February 24, 2022
<u>/s/ BRIAN F. CARROLL</u> Brian F. Carroll	Director	February 24, 2022
<u>/s/ ANDREW B. COHEN</u> Andrew B. Cohen	Director	February 24, 2022
<u>/s/ WILLIAM L. CORNOG</u> William L. Cornog	Director	February 24, 2022
<u>/s/ PEDRO DEL CORRO</u> Pedro del Corro	Director	February 24, 2022
<u>/s/ MICHAEL J. DURHAM</u> Michael J. Durham	Director	February 24, 2022
<u>/s/ GEORGE MUÑOZ</u> George Muñoz	Director	February 24, 2022
<u>/s/ DR. JUDITH RODIN</u> Dr. Judith Rodin	Director	February 24, 2022
<u>/s/ IAN K. SNOW</u> Ian K. Snow	Director	February 24, 2022

DESCRIPTION OF CAPITAL STOCK OF LAUREATE EDUCATION, INC.

As of the date of the Annual Report on Form 10-K of which this exhibit is a part, the registrant has one class of securities registered under Section 12 of the Exchange Act of 1934, as amended: common stock, par value \$0.004 per share.

The following discussion is a summary of the terms of our capital stock, our amended and restated certificate of incorporation, our certificates of retirement, our amended and restated bylaws and certain applicable provisions of Delaware law, as currently in effect. This summary does not purport to be complete and is qualified in its entirety by reference to the actual terms and provisions of our amended and restated certificate of incorporation, our certificates of retirement, and amended and restated bylaws, copies of which have been filed previously with the Securities and Exchange Commission.

Our authorized capital stock consists of 750,000,000 shares, of which 700,000,000 shares are undesignated common stock, with a par value of \$0.004 per share, and 50,000,000 shares are designated as preferred stock, with a par value of \$0.001 per share.

Common Stock*Voting Rights*

Holders of shares of our common stock are entitled to one vote per share

Under our amended and restated certificate of incorporation, we may not increase or decrease the authorized number of shares of our common stock without the affirmative vote of the holders of a majority of the outstanding shares of our common stock.

We have not provided for cumulative voting for the election of directors in our amended and restated certificate of incorporation.

Economic Rights

Dividends. Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of shares of our common stock will be entitled to share equally, identically and ratably, on a per share basis, with respect to any dividends that our board of directors may determine to issue from time to time.

Liquidation Rights. Upon our liquidation, dissolution or winding-up, the holders of shares of our common stock will be entitled to share equally, identically and ratably in all assets remaining after the payment of any liabilities and the liquidation preferences on any outstanding preferred stock.

Preferred Stock

Our board of directors is authorized, without further stockholder action, to classify or reclassify any unissued portion of our authorized shares of our common stock to provide for the issuance of shares of other classes or series, including preferred stock in one or more series. We may issue shares of our preferred stock from time to time in one or more classes or series, with the exact terms of each class or series established by our board of directors. The powers and relative, participating, optional and other special rights, if any, and any qualifications, limitations or restrictions of the shares of such series will be fixed by the certificate of designations relating to each series. Certificates of designations relating to each series will specify the terms of the preferred stock, including, but not limited to:

- the distinctive designation and the maximum number of shares in the series;
- the terms on which dividends, if any, will be paid;
- the voting rights, if any, on the shares of the series;
- the terms and conditions, if any, on which the shares of the series shall be convertible into, or exchangeable for, shares of any other class or classes of capital stock;
- the terms on which the shares may be redeemed, if at all;
- the liquidation preference, if any; and
- any or all other preferences, rights, restrictions, including restrictions on transferability, and qualifications of shares of the series.

The issuance of preferred stock may delay, deter or prevent a change in control.

Public Benefit Corporation Status

In October 2015, we redomiciled in Delaware as a public benefit corporation as a demonstration of our long-term commitment to our mission to benefit our students and society. Public benefit corporations are a relatively new class of corporations that are intended to produce a public benefit and to operate in a responsible and sustainable manner. Under Delaware law, public benefit corporations are required to identify in their certificate of incorporation the public benefit or benefits they will promote and their directors have a duty to manage the affairs of the corporation in a manner that balances the pecuniary interests of the stockholders, the best interests of those materially affected by the corporation's conduct, and the specific public benefit or public benefits identified in the public benefit corporation's certificate of incorporation. Public benefit corporations organized in Delaware are also required to publicly disclose at least biennially a report that assesses their benefit performance. In connection with this report, our board of directors is required to set objectives and standards to assess our benefit performance and to assess our performance based on those standards. While a Delaware public benefit corporation may provide in its certificate of incorporation that it will measure the corporation's benefit performance against an objective third-party standard, our amended and restated certificate of incorporation does not contain that requirement and we expect that our board of directors will measure our benefit performance against the objectives and standards it sets.

We do not believe that an investment in the stock of a public benefit corporation differs materially from an investment in a corporation that is not designated as a public benefit corporation. We believe that our ongoing efforts to achieve our public benefit goals will not materially affect the financial interests of our stockholders. Holders of shares of our common stock will have voting, dividend and other economic rights that are the same as the rights of stockholders of a corporation that is not designated as a public benefit corporation.

Our public benefit, as provided in our amended and restated certificate of incorporation, is to produce a positive effect (or a reduction of negative effects) for society and persons by offering diverse education programs delivered online and on premises operated in the communities that we serve. By doing so, we believe that we provide greater access to cost-effective, high-quality higher education that enables more students to achieve their academic and career aspirations. Most of our operations are outside the United States, where there is a large and growing imbalance between the supply and demand for quality higher education. Our stated public benefit is firmly rooted in our company mission and our belief that when our students succeed, countries prosper and societies benefit. Becoming a public benefit corporation underscores our commitment to our purpose and our stakeholders, including students, regulators, employers, local communities and stockholders.

Exclusive Venue

Our amended and restated certificate of incorporation requires, to the fullest extent permitted by law, that (i) any derivative action or proceeding brought on our behalf, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action asserting a claim against us arising pursuant to any provision of the Delaware General Corporation Law (the "DGCL") or our amended and restated certificate of incorporation or our amended and restated bylaws or (iv) any action asserting a claim against us governed by the internal affairs doctrine will have to be brought only in the Court of Chancery in the State of Delaware unless we otherwise consent in writing to an alternative form. Although we believe that this provision benefits us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, the provision may have the effect of discouraging lawsuits against our directors and officers.

Anti-takeover Effects of Provisions of our Amended and Restated Certificate of Incorporation, our Amended and Restated Bylaws and Delaware Law

Our amended and restated certificate of incorporation and amended and restated bylaws also contain provisions that may delay, defer or discourage another party from acquiring control of us. We expect that these provisions, which are summarized below, will discourage coercive takeover practices or inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors, which we believe may result in an improvement of the terms of any such acquisition in favor of our stockholders. However, they also give our board of directors the power to discourage acquisitions that some stockholders may favor.

Authorized but Unissued Shares. The authorized but unissued shares of our common stock and preferred stock are available for future issuance without stockholder approval, subject to any limitations imposed by Nasdaq listing standards. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved shares of our common stock and preferred stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Requirements for Advance Notification of Stockholder Meetings, Nominations and Proposals. Except as provided in that certain Amended and Restated Securityholders Agreement, dated as of February 6, 2017, by and among the Company, Wengen Alberta, Limited Partnership (“Wengen”), Wengen Investments Limited, the general partner of Wengen, and the other parties thereto, as further amended on October 28, 2021 (the “Wengen Securityholders Agreement”), our amended and restated certificate of incorporation and amended and restated bylaws provide that stockholders at an annual meeting may only consider proposals or nominations specified in the notice of meeting or brought before the meeting by or at the direction of our board of directors or by a qualified stockholder of record on the record date for the meeting and who has delivered timely written notice in proper form to our secretary of the stockholder’s intention to bring such business before the meeting. Our amended and restated certificate of incorporation provides that, subject to applicable provisions of Delaware law, special meetings of the stockholders may be called only by a resolution adopted by the affirmative vote of the majority of the directors then in office; *provided, however*, that at any time Wengen or any of the parties (other than employees of the Company) to the Wengen Securityholders Agreement, or each of their respective affiliates, beneficially owns, in the aggregate, at least 40% of the total number of outstanding shares of our common stock, special meetings of our stockholders shall also be called at the request of such entity pursuant to a resolution adopted by a majority of our board of directors or by the chairman of our board of directors. Our amended and restated bylaws prohibit the conduct of any business at a special meeting other than as specified in the notice for such meeting. In addition, any stockholder who wishes to bring business before an annual meeting or nominate directors must comply with the advance notice and duration of ownership requirements set forth in our amended and restated bylaws and provide to us certain information. These provisions may have the effect of deferring, delaying or discouraging hostile takeovers or changes in control of us or our management.

Business Combinations. We have opted out of Section 203 of the DGCL; however, our amended and restated certificate of incorporation contains similar provisions providing that we may not engage in certain “business combinations” with any “interested stockholder” for a three-year period following the time that the stockholder became an interested stockholder, unless:

- prior to such time, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of our voting stock outstanding at the time the transaction commenced, excluding certain shares; or
- at or subsequent to that time, the business combination is approved by our board of directors and by the affirmative vote of holders of at least 66²/₃% of the outstanding voting stock that is not owned by the interested stockholder.

Generally, a “business combination” includes a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. Subject to certain exceptions, an “interested stockholder” is a person who, together with that person’s affiliates and associates, owns, or within the previous three years owned, 15% or more of our voting stock. For purposes of this section only, “voting stock” has the meaning given to it in Section 203 of the DGCL.

Under certain circumstances, this provision will make it more difficult for a person who would be an “interested stockholder” to effect various business combinations with a corporation for a three-year period. This provision may encourage companies interested in acquiring our Company to negotiate in advance with our board of directors because the stockholder approval requirement would be avoided if our board of directors approves either the business combination or the transaction which results in the stockholder becoming an interested stockholder. These provisions also may have the effect of preventing changes in our board of directors and may make it more difficult to accomplish transactions which stockholders may otherwise deem to be in their best interests.

Our amended and restated certificate of incorporation provides that none of Wengen or the parties to the Wengen Securityholders Agreement or their affiliates or any of their respective direct or indirect transferees and any group as to which such persons are a party constitute “interested stockholders” for purposes of this provision.

No Cumulative Voting. The DGCL provides that stockholders are not entitled to the right to cumulate votes in the election of directors unless our amended and restated certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not expressly provide for cumulative voting.

Stockholder Action by Written Consent. Our amended and restated certificate of incorporation provides that our stockholders may not act by written consent, which may lengthen the amount of time required to take stockholder actions. As a result, a holder controlling a majority of our capital stock would not be able to amend our amended and restated certificate of incorporation or amended and restated bylaws or remove directors without holding a meeting of our stockholders called in accordance with our amended and restated bylaws.

Amendment of Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws. The DGCL provides generally that the affirmative vote of a majority of the shares entitled to vote on any matter is required to amend a corporation's certificate of incorporation or bylaws, unless a corporation's certificate of incorporation or bylaws, as the case may be, requires a greater percentage.

Our amended and restated bylaws may be amended or repealed by a majority vote of our board of directors or by the affirmative vote of the holders of at least 66⅔% of the votes which all our stockholders would be entitled to cast in any annual election of directors. In addition, (i) the affirmative vote of the holders of at least 66⅔% of the voting power of the outstanding shares of stock of the Company entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal, or adopt any provision of our amended and restated certificate of incorporation, and (ii) the affirmative vote of a majority of the outstanding shares of our common stock shall be required to amend, repeal or adopt any provision of our amended and restated certificate of incorporation inconsistent with Article V (Capital Stock), Article VI (Definitions), or clause (ii) of Article XI (Amendments) of our amended and restated certificate of incorporation.

Public Benefit Corporation. As a public benefit corporation, an affirmative vote of 66⅔% of the outstanding stock is required to effect a non-cash merger with an entity that is not a public benefit corporation with an identical public benefit.

The foregoing provisions of our amended and restated certificate of incorporation and amended and restated bylaws could discourage potential acquisition proposals and could delay or prevent a change in control. These provisions are intended to enhance the likelihood of continuity and stability in the composition of our board of directors and in the policies formulated by our board of directors and to discourage certain types of transactions that may involve an actual or threatened change of control. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions also are intended to discourage certain tactics that may be used in proxy fights. Such provisions could, however, have the effect of discouraging others from making tender offers for shares of our common stock and, as a consequence, they also may inhibit fluctuations in the market price of shares of our common stock that could result from actual or rumored takeover attempts. Such provisions also may have the effect of preventing changes in our management or delaying or preventing a transaction that might benefit you or other minority stockholders.

Limitations on Liability and Indemnification of Officers and Directors

The DGCL authorizes corporations to limit or eliminate the personal liability of directors to corporations and their stockholders for monetary damages for breaches of directors' fiduciary duties, subject to certain exceptions. Our amended and restated certificate of incorporation includes a provision that eliminates the personal liability of directors for monetary damages for any breach of fiduciary duty as a director, except to the extent such exemption from liability or limitation thereof is not permitted under the DGCL. The effect of these provisions is to eliminate the rights of us and our stockholders, through stockholders' derivative suits on our behalf, to recover monetary damages from a director for breach of fiduciary duty as a director, including breaches resulting from grossly negligent behavior.

Our amended and restated bylaws provide that we must generally indemnify, and advance expenses to, our directors and officers to the fullest extent authorized by the DGCL. We also are expressly authorized to carry directors' and officers' liability insurance providing indemnification for our directors, officers and certain employees for some liabilities. We believe that these indemnification and advancement provisions and insurance are useful to attract and retain qualified directors and executive officers.

The limitation of liability, indemnification and advancement provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit us and our stockholders. In addition, your investment may be adversely affected to the extent that we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions.

Dissenters' Rights of Appraisal and Payment

Under the DGCL, with certain exceptions, our stockholders will have appraisal rights in connection with a merger or consolidation of Laureate. Pursuant to the DGCL, stockholders who properly request and perfect appraisal rights in connection with such merger or consolidation will have the right to receive payment of the fair value of their shares as determined by the Court of Chancery in the State of Delaware.

Stockholders' Derivative Actions

Under the DGCL, any of our stockholders may bring an action in our name to procure a judgment in our favor, also known as a derivative action, provided that the stockholder bringing the action is a holder of our shares at the time of the transaction to which the action relates or such stockholder's stock thereafter devolved by operation of law and such suit is brought in the Court of Chancery in the State of Delaware.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is American Stock Transfer & Trust Company, LLC.

Stock Exchange Listing

Our common stock is listed on the Nasdaq Global Select Market under the symbol "LAUR".

AMENDMENT NO. 1 TO
AMENDED AND RESTATED SECURITYHOLDERS AGREEMENT

This Amendment No. 1 (this "Amendment"), dated as of October 28, 2021, is entered into by and among Wengen Alberta, Limited Partnership (the "Company"), Wengen Investments Limited, the general partner of the Company (the "General Partner"), Laureate Education, Inc., a public benefit corporation organized under the laws of Delaware ("Laureate"), and each of the other parties signatory hereto (together with the Company, the General Partner and Laureate, the "Parties"). Capitalized terms used but not defined in this Amendment have the meanings ascribed to them in the Amended and Restated Securityholders Agreement, dated as of February 6, 2017, by and among the Company, the General Partner, Laureate and the other parties thereto (the "Securityholders Agreement").

RECITALS

WHEREAS, certain Investors and Securityholders have requested (the "Requesting Investors") that the Company redeem and cancel their Interests in exchange for the delivery by the Company to the Requesting Investors of the corresponding number of shares of Common Stock;

WHEREAS, the Class B Common Stock indirectly held by the Requesting Investors through the Company was converted into Class A Common Stock in accordance with Laureate's organizational documents;

WHEREAS, the Company and the Requesting Investor desires, effective as of the date of this Amendment, to (i) have all of the Interests held by the Requesting Investors redeemed and canceled by the Company (the "Redeemed Interests") and (ii) in exchange, have the corresponding number of shares of Class A Common Stock delivered by the Company to the Requesting Investors (the "Partial Redemption"); and

WHEREAS, as a condition and as an inducement for the Company to effectuate the Partial Redemption, the Parties have agreed to amend the Securityholders Agreement as set forth in this Amendment in accordance with Section 3.1(a) of the Securityholders Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. **Waiver.** The Parties hereby waive, in respect of the Partial Redemption, the obligations of the General Partner and the requirements set forth in Section 2.3 of the Securityholders Agreement, and Section 2.3 of the Securityholders Agreement shall not apply with respect to the Partial Redemption.
 2. **Redemption.** The Requesting Investors and the Company hereby agree that, effective as of the date of this Amendment, (i) the Redeemed Interests shall be redeemed and canceled and shall not be re-issued and (ii) the Company shall deliver to each Requesting Investor the corresponding number of shares of Class A Common Stock (it being understood that each share
-

of such Class A Common Stock shall be deemed to have a value equal to the higher of the opening and closing price of the Class A Common Stock as quoted on The Nasdaq Stock Market LLC as of the date of this Amendment).

3. **Amendments to the Securityholders Agreement.**

a. Section 2.3 of the Securityholders Agreement is hereby amended by adding the following sentence immediately following the end of the paragraph:

If and when Interests are redeemed, such Interests shall automatically be canceled and shall not be re-issued.

b. Section 3.3 of the Securityholders Agreement is hereby amended by deleting the second sentence set forth therein.

c. Each of Section 3.2 and Section 3.3 of the Securityholders Agreement is hereby amended by adding the following sentence at the end of each such Section:

Notwithstanding anything in this Agreement to the contrary, any obligation arising prior to any termination of this Agreement or termination of this Agreement as to any Person shall survive such termination.

d. Section 2.5 of the Securityholders Agreement is hereby amended and restated to read in its entirety as follows:

Subject to the terms of the Securities Act, any Investor who is not in possession of material nonpublic information regarding Laureate and its Subsidiaries shall be entitled to cause the Company to (A) Transfer all or part of such Investor's shares of Common Stock to a Person pursuant to Rule 144 or (B) Transfer such shares pursuant to the Laureate Registration Rights Agreement, and, in each case of clauses (A) and (B), after the consummation of such Transfer, the Company shall use the proceeds from such Transfer to redeem Interests from such Investor in accordance with Section 5.1.3 of the LP Agreement. Section 2.3 shall not apply to any redemption as a result of any Transfer pursuant to this Section 2.5.

e. Sections 5.2(a)(i)(B) and 5.2(a)(i)(C) are hereby amended by deleting the words "a number of shares of Common Stock equal to \$75 Million divided by the IPO Price of a share of Class A Common Stock" and inserting in lieu thereof "at least 5,357,142 shares of Common Stock".

f. Section 5.2(a) of the Securityholders Agreement is hereby amended by deleting Section 5.2(a)(i)(E) and inserting the following in lieu thereof:

For so long as either KKR or CPV holds at least 8,035,713 shares of Common Stock, KKR and CPV collectively (or one of them if the other has lost its rights under Section 5.2(a)(ii)(B) or 5.2(a)(ii)(C)) shall have the right to nominate one (1) Director (the "Third Director") who shall initially be Ian Snow, and who may be removed and/or replaced at any time and from time to time without cause by KKR and CPV (or one of them if the other has lost its rights under Section 5.2(a)(ii)(B)

or 5.2(a)(ii)(C)). In the event that KKR ceases to be the beneficial owner of at least 8,035,713 shares of Common Stock and CPV ceases to be the beneficial owner of at least 8,035,713 shares of Common Stock, then the Third Director shall offer his resignation as a Laureate Director to the Laureate Board, and KKR and CPV shall thereafter not be entitled to designate a Third Director.

g. The Securityholders Agreement is hereby amended by adding the following new Section 5.2(a)(i)(F) after Section 5.2(a)(i)(E) that reads as follows:

(F) Notwithstanding anything in this Sections 5.2(a)(i) to the contrary, the rights set forth in this Sections 5.2(a)(i) expire on December 31, 2024.

h. Section 5.2(a) of the Agreement is hereby amended by adding “that has an employee or representative on the Board or Laureate Board” after the words “each Investor” the first time it appears in clause (i) thereof.

i. Section 5.3 of the Securityholders Agreement is hereby amended by adding “or Securityholder” each time the word “Investor” appears.

j. Section 6.18 of the Securityholders Agreement is hereby deleted in its entirety and in lieu thereof, replaced with the following: “6.18 [Intentionally Omitted]”

k. Article VI of the Securityholders Agreement is hereby amended by inserting the following as a new Section 6.20 therein:

6.20 Peru Tax Matters.

(a) To the extent that there is any direct or indirect Transfer of Common Stock to, by, on behalf of or for the benefit of, the Company or any Investor or Securityholder or a direct or indirect Transfer of an interest in an Investor or Securityholder (each, a “Covered Transfer”), each Covered Person (as defined below) hereby acknowledges and agrees that:

(i) as between such Covered Person and Laureate, such Covered Person is, and shall at all times remain, responsible and liable for the payment of any taxes and any related fees, costs and expenses (including any fees and disbursements of legal counsel) resulting from or attributable to such Covered Transfer;

(ii) neither Laureate nor any of its Subsidiaries shall have any responsibility or liability with respect to any such taxes or such related fees, costs and expenses; and

(iii) such Covered Person will, at the time of any Covered Transfer, (A) pay to, or as directed by, the Company or Laureate the amount of any Peru Taxes with respect to such Covered Transfer and (B) reimburse the Company or Laureate, as applicable, for its *pro rata* portion of any related costs, fees and expenses (including the reasonable fees and

disbursements of legal counsel) incurred by the Company, Laureate or any of Laureate's Subsidiaries.

The Company shall pay any amounts received from Investors and Securityholders pursuant to this Section 6.20 to Laureate promptly upon receipt thereof. For purposes of this Amendment, (i) "Covered Person" means the Company and each Investor and Securityholder, (ii) "Peru Taxes" shall mean any Peruvian taxes resulting from or attributable a Covered Transfer, (iii) "Peru Tax Certificate" shall mean any certificate issued by SUNAT to establish the tax basis for Peruvian tax purposes of Common Stock or any interest in an entity that holds, directly or indirectly, Common Stock and (iv) "SUNAT" shall mean the *Superintendencia Nacional de Aduanas y de Administración Tributaria* or any other Governmental Authority that is responsible for taxation in Peru.

(b) Laureate and the Company shall be authorized (but shall not be required) to withhold from amounts payable to any Covered Person (whether that amount is payable in securities or cash) any such Peru Taxes and reimbursable costs, fees and expenses referred to in Section 6.20(a) of this Amendment. The Company shall pay any amounts withheld from Investors and Securityholders pursuant to this Section 6.20(b) to Laureate promptly upon such withholding. Any amounts so withheld by Laureate or the Company shall be treated as paid to the applicable Covered Person.

(c) Laureate shall use any amounts received from the Covered Persons pursuant to Section 6.20(a), and any amounts withheld pursuant to Section 6.20(b), to pay such Peru Taxes and its related costs, fees and expenses. To the extent any amounts received from the Covered Persons pursuant to Section 6.20(a), and any amounts withheld pursuant to Section 6.20(b), exceed the amounts required to pay such Peru Taxes and the related costs, fees and expenses incurred by the Company, Laureate or any of Laureate's Subsidiaries, such excess shall be returned to the Covered Persons.

(d) Each Covered Person shall give Laureate prior written notice of any Transfer of Securities by, on behalf of or for the benefit of such Covered Person, which notice shall include a copy of the applicable Peru Tax Certificate then in effect. No Covered Person shall be permitted to Transfer any Securities, unless such Covered Person pays to, or as directed by, the Company or Laureate (or the Company or Laureate withholds) the amount of any Peru Taxes as a result of such Transfer and such Covered Person's *pro rata* portion of any related costs, fees and expenses incurred by Laureate. Laureate shall notify each Covered Person in writing of the amount of Peru Taxes payable as a result of such proposed Transfer and the amount of such Covered Person's *pro rata* portion of related costs, fees and expenses incurred by Laureate.

(e) In the case of any Peru Tax Certificate obtained by Laureate with respect to any Common Stock or other interests, each Covered Person shall reimburse Laureate for such Covered Person's *pro rata* portion of all fees, costs

and expenses incurred or paid by Laureate or its Subsidiaries to obtain such certificate.

1. Article VI of the Securityholders Agreement is hereby amended by inserting the following as a new Section 6.21 therein:

6.21 **Company & General Partner Expenses.** Each Investor and Securityholder hereby authorizes the Company and the General Partner to withhold from any amount distributable or deliverable (whether in a distribution, redemption or otherwise) by the Company or the General Partner to such Investor or Securityholder such Investor's or Securityholder's *pro rata* share of any taxes, fees, costs and expenses incurred by the Company or the General Partner (including, without limitation, the taxes, fees, costs and expenses incurred by the Company or the General Partner in connection with the dissolution of the Company's subsidiaries) prior to the time such Investor or Securityholder no longer holds any Interests.

4. **General Provisions.** All other terms and provisions of the Securityholders Agreement shall remain in full force and effect, and no other modifications to the Securityholders Agreement have been made pursuant to this Amendment except as provided herein. All references to the Securityholders Agreement in the Securityholders Agreement or any other document, instrument, agreement or writing delivered pursuant thereto shall hereafter be deemed to refer to the Securityholders Agreement as amended by this Amendment. In the event of a conflict between the terms of this Amendment and the terms of the Securityholders Agreement, the terms of this Amendment shall control.

5. **Counterparts.** This Amendment may be executed in counterparts (each of which shall be deemed to be an original but all of which taken together shall constitute one and the same amendment) and shall become effective when one or more counterparts have been signed by each of the Parties and delivered (by electronic communication, facsimile or otherwise) to the other Parties.

6. **Governing Law; Jurisdiction.** The provisions of Section 6.9 of the Securityholders Agreement shall apply to this Amendment *mutatis mutandis* as if set forth herein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



WENGEN ALBERTA, LIMITED PARTNERSHIP

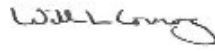
By:___

[Signature Page to Amendment No. 1 to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

Name: William L Cornog

Title: Director



WENGEN INVESTMENTS LIMITED

By: _____

Name: William L Cornog

Title: Director

LAUREATE EDUCATION, INC.

By:___ Name:___ Title:___

[Signature Page to Amendment No. 1 to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

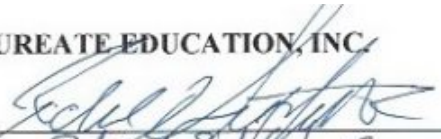
WENGEN ALBERTA, LIMITED PARTNERSHIP

By:____ Name:____ Title:____

WENGEN INVESTMENTS LIMITED

By:____ Name:____
Title:____

LAUREATE EDUCATION, INC.

By: 
Name: Richard A. Smith
Title: Chief Legal Officer

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

STERLING CAPITAL PARTNERS II, L.P.

By: SC Partners II, L.P., its general partner



By: Sterling Capital Partners II, LLC, its general partner

By: Name: Jeff Elburn Title: CFO

STERLING CAPITAL PARTNERS III, L.P.

By: SC Partners III, L.P., its general partner



By: Sterling Capital Partners III, LLC, its general partner

By: Name: Jeff Elburn Title: CFO

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



SP-L AFFILIATE, LLC

By: Name: Steven Taslitz Title: Member

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

ILM INVESTMENTS LIMITED PARTNERSHIP



By: SP-L Management, LLC, its general partner

By: Name: Steven Taslitz Title: Member

LAUREATE CO-INVESTORS I, LIMITED PARTNERSHIP



By: SP-L Management I, LLC, its general partner

By: Name: Steven Taslitz Title: Member

LAUREATE CO-INVESTORS II, LIMITED PARTNERSHIP



_____ **By: SP-L Management II, LLC, its general partner**

By: Name: Steven Taslitz
Title: Member

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

LAUREATE CO-INVESTORS III, LIMITED PARTNERSHIP

By: SP-L Management II, LLC, its general partner

A handwritten signature in blue ink, appearing to read "St Taslitz", with a stylized flourish at the end.

By:___ Name: Steven Taslitz Title: Member

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

LAUREATE CO-INVESTORS IV, LIMITED PARTNERSHIP



By: SP-L Management I, LLC, its general partner

By: Name: Steven Taslitz Title: Member

LAUREATE CO-INVESTORS V, LIMITED PARTNERSHIP



By: SP-L Management I, LLC, its general partner

By: Name: Steven Taslitz Title: Member

STERLING LAUREATE, L.P.



By: SP-L Management III, LLC, its general partner

By: Name: Steven Taslitz Title: Member

STERLING LAUREATE EXECUTIVES FUND, L.P.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



By: SP-L Management IV, LLC, its general partner

By: Name: Steven Taslitz Title: Member

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

STERLING LAUREATE ROLLOVER L.P.



By: SP-L Management V, LLC, its general partner

By: Name: Steven Taslitz Title: Member

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



STEVEN M. TASLITZ

By:___

KJT 2013 GIFT TRUST U/A/D 1/31/13

By:___ Name:___ Title:___

THE IRREVOCABLE BBHT II IDGT


By:___ Name:___ Title:___

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

STEVEN M. TASLITZ

By:___

KJT 2013 GIFT TRUST U/A/D 1/31/13

By: 
Name: Bruce Goldman
Title: Trustee

THE IRREVOCABLE BBHT II IDGT

By:___

Name:-----

Title:___

[Signature Page to Amendment No. [•] to Amended and Restated Securityholders Agreement]

TN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

STEVEN M. TASLITZ

By: __

KJT 2013 GIFT TRUST U/A/D 1/31/13

By: __ Name: _____ Title: _____

THE IRREVOCABLE BBHT II IDGT

By: Marianne Hellauer
Name: MARIANNE HELLAUER
Title: TRUSTEE

[Signature Page to Amendment No. [•] to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



DOUGLAS L. BECKER

By:___

DLB TELECOM TRUST U/A/D/ 1/3/05

By:___ Name:___ Title:___

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

DOUGLAS L. BECKER

By:___

DLB TELECOM TRUST U/A/0/ 1/3/05

By: Marianne Hellauer
Name: MARIANNE HELLAUER
Title: TRUSTEE

[Signature Page to Amendment No. [•] to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

KKR 2006 FUND (OVERSEAS), LIMITED PARTNERSHIP

By: KKR Associates 2006 (Overseas), Limited Partnership, its general partner



By: KKR 2006 Limited, its general partner

By:___

[Signature Page to Amendment No. 1 to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

Name: William L Cornog

_____ Title: Director

KKR PARTNERS II (INTERNATIONAL), L.P.

 **By: KKR PI-II GP Limited, its general partner**

By: _____

Name: William L Cornog

_____ Title: Director

[Signature Page to Amendment No. 1 to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

2007 CO-INVESTMENT PORTFOLIO, L.P.

By: StepStone Co-Investment Funds GP, LLC, its general partner

By: StepStone Group LP, its sole member



By: StepStone Group Holdings LLC, its general partner

By: Name: Andrew Bratt Title: Deputy General Counsel

STEPSTONE CAPITAL PARTNERS II CAYMAN HOLDINGS, L.P.

By: StepStone Co-Investment Funds GP, LLC, its general partner

By: StepStone Group LP, its sole member



By: StepStone Group Holdings LLC, its general partner

By: Name: Andrew Bratt Title: Deputy General Counsel

STEPSTONE CAPITAL PARTNERS II ONSHORE, L.P.

By: StepStone Co-Investment Funds GP, LLC, its general partner

By: StepStone Group LP, its sole member

[Signature Page to Amendment No. 1 to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



By: StepStone Group Holdings LLC, its general partner

By: Name: Andrew Bratt Title: Deputy General Counsel

[Signature Page to Amendment No. 1 to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



CPV HOLDINGS, LLC

By: Name: Andrew B. Cohen Title: Authorized Signatory

[Signature Page to Amendment No. 1 to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

TORREAL SOCIEDAD DE CAPITAL RIESGO S.A.

L-725

-----By:___ +



Name: Jose Diaz-Rato Revuelta Title:

Authorize Signatory

By:___

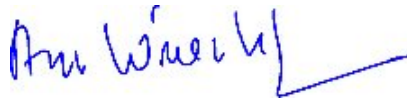
Name: Almudena de Egafía Huerta Title: Authorized Signatory



PEDRO DEL CORRO GARCIA-LOMAS

By: _____

ANA MARIA GOMEZ CUESTA



By: _____

A handwritten signature in blue ink is written over a solid horizontal line. A dashed horizontal line extends to the right from the end of the solid line.

JOSE DIAZ-RATO REVUELTA

By:

L. 125

[Signature Page to Amendment No. [•] to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.

CITIGROUP CAPITAL PARTNERS II EMPLOYEE MASTER FUND, L.P.

By: Citigroup Private Equity L.P., its General Partner

—By *.f?Ua*—

Name: Robert A Grogm1 Title: President

CO-INVESTMENT (LAUREATE) LLC

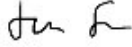
By: Citigroup Private Equity L,P, its General Partner

By: /(-

Name: Robert A Grogan Title: President

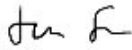
[Signature Page to Amendment No. [•] to Amended and Restated Securityholders Agreement]

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered as of the date first written above.



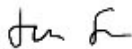
S.P.G. CO-INVESTMENT, L.P.

By: __ Name: __ Title: __



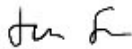
SNOW PHIPPS GROUP (B), L.P.

By: __ Name: __ Title: __



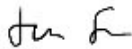
SNOW PHIPPS GROUP (OFFSHORE), L.P.

By: __ Name: __ Title: __



SNOW PHIPPS GROUP (RPV), L.P.

By: __ Name: __ Title: __



SNOW PHIPPS GROUP, L.P

By: __ Name: __ Title: __

[Signature Page to Amendment No. 1 to Amended and Restated Securityholders Agreement]

STOCK OPTION AGREEMENT

THIS AGREEMENT (the "Agreement"), dated as of _____, 2018 (the "Grant Date") is made by and between Laureate Education, Inc., a Delaware public benefit corporation (hereinafter referred to as "Laureate"), and the individual whose name is set forth on the signature page hereof, who is an Eligible Individual, hereinafter referred to as the "Optionee." Any capitalized terms herein not otherwise defined in this Agreement shall have the meaning set forth in the Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan, as it may be amended from time to time (the "Plan").

WHEREAS, Laureate wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Administrator has determined that it would be to the advantage and best interest of Laureate and its shareholders to grant the Option provided for herein to the Optionee as an incentive for increased efforts during the Optionee's service relationship with the Company, and has advised Laureate thereof and instructed the undersigned officers to issue said Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Cause

"Cause" shall mean "Cause" as such term may be defined in any employment or service agreement in effect at the time of termination of employment or service between the Optionee and the Company, or, if there is no such employment or service agreement or such term is not defined therein, "Cause" shall mean (i) gross negligence or willful malfeasance by the Optionee in connection with the performance of his or her duties with respect to the Company, (ii) the Optionee's conviction of, or pleading guilty or *nolo contendere* to any felony, (iii) theft, embezzlement, fraud or other similar conduct by the Optionee in connection with the performance of his or her duties with the Company, or (iv) the Optionee's willful and material breach of any other applicable agreements with the Company including, without limitation, engaging in any action in breach of any applicable restrictive covenants.

Section 1.2. Company

"Company" shall mean Laureate and its Subsidiaries.

Section 1.3. Eligible Individual

"Eligible Individual" shall mean an officer or employee of, and other individual, including a non-employee director, who is a natural person providing bona fide services to or for, Laureate or any of its Subsidiaries, provided that such services are not in connection with the

offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for Laureate's securities.

[Good Reason]*

["Good Reason" shall mean "Good Reason" as such term may be defined in any employment agreement in effect at the time of termination of employment between the Optionee and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, "Good Reason" shall mean, without the consent of the Optionee, (i) a material reduction in base salary (other than a general reduction in base salary that affects all similarly situated employees), (ii) a substantial diminution in the Optionee's title, duties and responsibilities, other than any isolated, insubstantial and inadvertent failure by the Company that is not in bad faith, or (iii) a transfer of the Optionee's primary workplace by more than fifty (50) miles from his or her current workplace; provided, however, that in any event, such conduct is not cured within ten (10) business days after the Optionee gives the Company notice of such event.]*

Option

"Option" shall mean the option granted under Section 2.1 of this Agreement.

Permanent Disability

"Permanent Disability" shall mean "Disability" as such term is defined in any employment agreement between the Optionee and the Company, or, if there is no such employment agreement or such term is not defined therein, "Permanent Disability" shall mean a total and permanent disability as defined in the long-term disability plan of Laureate or the Subsidiary, as applicable, with which the Optionee is employed on the date as of which the existence of a Permanent Disability is to be determined.

Retirement

"Retirement" shall mean the voluntary termination of the Optionee's employment with the Company if (a) the Optionee has provided the Company with no less than twelve months' written notice of the Optionee's intention to terminate employment; (b) the Optionee signs and returns to the Company a release of claims for the benefit of the Company, in the form provided by the Company, that has become irrevocable by its terms; and (c) on the effective date of Optionee's termination of employment, the sum of (1) the length of time the Optionee has been in the continuous employment of Company (which must be no fewer than five (5) years) and (2) the age of the Optionee equals seventy (70) or more. For the avoidance of doubt, service with the Company in any capacity other than as an employee of the Company will not be counted

** For only certain executives*

toward the determination of the Optionee's length of continuous employment nor will employment with any entity prior to the Company's acquisition of such entity be counted toward the requisite five year period of continuous employment.

Secretary

"Secretary" shall mean the Secretary of Laureate.

Section 1.9. Share

“Share” shall mean a share of Common Stock.

ARTICLE II

GRANT OF OPTION

Section 1.1. Grant of Option

For good and valuable consideration, on and as of the Grant Date, Laureate grants to the Optionee an Option to purchase the number of Shares set forth on the signature page hereof, on the terms and conditions set forth in this Agreement.

Section 1.2. Exercise Price

Subject to Section 2.5, the exercise price per Share covered by the Option (the “Exercise Price”) shall be as set forth on the signature page hereof.

Section 1.3. No Guarantee of Employment or Service Relationship

Nothing in this Agreement or in the Plan shall confer upon the Optionee any right to continue in the employ or service of the Company or shall interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to terminate the employment or service of the Optionee at any time for any reason whatsoever, with or without cause or notice, subject to the applicable provisions of, if any, the Optionee’s employment or service agreement with or offer letter provided by the Company to the Optionee and subject to applicable law. Nothing in this Agreement or in the Plan shall serve as a limitation of the right of the Company to discharge the Optionee at any time with or without cause or notice, subject to applicable law, and whether or not such discharge results in the failure of any portion of the Option to become exercisable or any other adverse effect on the Optionee’s interests under the Plan.

Section 1.4. Nonqualified Nature of the Option

The Option is not intended to qualify as an incentive stock option within the meaning of Code section 422, and this Agreement shall be so construed.

Adjustments to Option

The Option shall be subject to the adjustment provisions of Sections 10, 11 and 12 of the Plan.

ARTICLE III

PERIOD OF EXERCISABILITY

Section 1.1. Commencement of Exercisability

(a) So long as the Optionee continues to be an Eligible Individual performing bona fide services to or for the Company through the applicable vesting date(s) below (each, a “Vesting Date”), the Option shall become vested and exercisable pursuant to the following schedule:

<u>Vesting Date</u>	<u>Number of Option Shares that become vested:</u>
----------------------------	---

December 31, 2018 [INSERT#]

December 31, 2019 [INSERT#]

December 31, 2020 [INSERT#]

(b) Notwithstanding the foregoing, if, before the final Vesting Date, but on or within the eighteen (18) months after a Change in Control, the Optionee ceases to be an Eligible Individual [either]* because the Company or its successor terminates the Optionee's employment or other service relationship without Cause [or the Optionee terminates due to Good Reason]* the Option shall become exercisable as to 100% of the Shares subject to the Option on such termination date (but only to the extent such Option has not otherwise terminated or become exercisable).

(c) If, before a Vesting Date, the Optionee ceases to be an Eligible Individual due to the Optionee's death or Permanent Disability, the Optionee will vest on the Optionee's termination date in the number of Shares subject to the Option that would have vested had the Optionee remained employed until the next scheduled Vesting Date.

(d) No portion of the Option shall become exercisable as to any additional Shares following the time the Optionee ceases to be an Eligible Individual, and any portion of the Option which is unexercisable as of the Optionee's cessation of service as an Eligible Individual shall immediately expire without payment therefor.

Section 1.2. Expiration of Option

The Optionee may not exercise any vested portion of the Option to any extent after the first to occur of the following events:

(a) The tenth anniversary of the Grant Date so long as the Optionee remains an Eligible Individual through such date;

** For certain executives only*

(b) The fifth anniversary of the date of the Optionee's termination of employment with the Company, if the Optionee's employment is terminated by reason of Retirement;

(c) The second anniversary of the date of the Optionee's termination of employment with the Company, if the Optionee's employment is terminated by reason of death or Permanent Disability;

(d) Except as otherwise provided in this Section 3, ninety (90) days after the date the Optionee ceases to be an Eligible Individual by reason of the Optionee's voluntary resignation or the Company's termination of the employment or service relationship without Cause (for any reason other than as set forth in clause (b) above), or by reason of the entity for which services are performed by the Optionee ceasing to be Laureate or a Subsidiary;

(e) Immediately upon the date the Optionee ceases to be an Eligible Individual for Cause; or

(f) At the discretion of the Company, if the Administrator so determines pursuant to Section 11 of the Plan.

In no event may the Option be exercised after the Expiration Date of the Option set forth on the signature page hereof.

ARTICLE IV

EXERCISE OF OPTION

Section 1.1. Person Eligible to Exercise

During the lifetime of the Optionee, only the Optionee (or his or her duly authorized legal representative) may exercise the Option or any portion thereof. After the death of the Optionee, any exercisable portion of the Option may, prior to the time when the Option becomes unexercisable under Section 3.2, be exercised by his personal representative or by any person empowered to do so under the Optionee's last will and testament or under the then applicable laws of descent and distribution.

Section 1.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided, however, that any partial exercise shall be for whole Shares only.

Section 1.3. Manner of Exercise

The Option, or any exercisable portion thereof, may be exercised solely by delivering to the Secretary all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) Notice in writing signed by the Optionee or the other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Administrator;

(b) (i) Full payment (in cash, by check or by a combination thereof) for the Shares with respect to which such Option or portion thereof is exercised, (ii) to the extent permitted by the Administrator in a manner that is compliant with the terms of the Plan, indication that the Optionee elects to have the number of Shares that would otherwise be issued to the Optionee reduced by a number of Shares having an equivalent Fair Market Value to the payment that would otherwise be made by the Optionee to Laureate pursuant to clause (i) of this subsection (b), or (iii) a broker-assisted cashless exercise through a brokerage firm designated or approved by the Administrator;

(c) (i) Full payment (in cash, by check or by a combination thereof) to satisfy the withholding tax obligation with respect to which such Option or portion thereof is exercised or (ii) to the extent permitted by the Administrator in a manner that is compliant with the terms of the Plan, indication that the Optionee elects to have the number of Shares that would otherwise be issued to the Optionee upon exercise of such Option (or portion thereof) reduced by a number of Shares having an aggregate Fair Market Value, on the date of such exercise, equal to the payment to satisfy the minimum withholding tax obligation that would otherwise be required to be made by the Optionee to the Company pursuant to clause (i) of this subsection (c); and

(d) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the Option.

(e) At the time the Option is exercised, in whole or in part, or at any time thereafter as requested by the Company, the Optionee hereby authorizes withholding from payroll or any other payment of any kind due to the Optionee and otherwise agrees to make adequate provision for foreign (non-US), federal, state and local taxes required by law to be withheld, if any, which arise in connection with the Option. The Company may require the Optionee to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Option or issuance of Shares upon exercise.

Section 1.4. Conditions to Issuance of Stock Certificates

The Shares deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares, which have then been reacquired by Laureate. Such Shares shall be fully paid and nonassessable. In its discretion, Laureate may deliver share certificates or may retain such Shares in uncertificated book-entry form. Laureate shall not be required to issue Shares or deliver any certificate or certificates for shares of stock purchased upon the exercise of an Option or portion thereof prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency which the Administrator shall, in its reasonable and good faith discretion, determine to be necessary or advisable; and

(b) The lapse of such reasonable period of time following the exercise of the Option as the Administrator may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law.

Section 1.5. Rights as Stockholder

The holder of an Option shall not be, nor have any of the rights or privileges of, a stockholder of Laureate in respect of any Shares purchasable upon the exercise of the Option or any portion thereof unless and until certificates representing such Shares shall have been issued by Laureate to such holder upon satisfaction of the conditions set forth in Section 4.4 or unless book entry representing such Shares has been made and such Shares have been deposited with the appropriate registered book-entry custodian. Upon fulfillment of such conditions, Laureate shall be required to issue and deliver such certificate or certificates, unless book entry representing such Shares has been made and such Shares have been deposited with the appropriate registered book-entry custodian.

ARTICLE V

RESTRICTIVE COVENANTS

Section 1.1. Confidential Information; Covenant Not to Compete; Covenant Not to Solicit

(a) In consideration of this Option grant, unless otherwise provided in any employment or severance agreement entered into by and between the Optionee and the Company (in which case the corresponding provisions therein shall control), the Optionee hereby agrees

effective as of the date of the Optionee's commencement of employment with the Company, without the Company's prior written consent, the Optionee shall not, directly or indirectly:

(i) at any time during or after the Optionee's employment with the Company, disclose or use any Confidential Information (as defined below) pertaining to the business of the Company or Affiliates, except when required to perform Optionee's duties to the Company, by law or judicial process;

(ii) at any time during the Optionee's employment with the Company and for a period of two years thereafter, directly or indirectly, act as a proprietor, investor, director, officer, employee, substantial stockholder, consultant, or partner in any business that directly competes, at the relevant determination date, with the post-secondary business of the Company or any of its Affiliates in any geographic area where the Company or its Affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides products or services; and

(iii) at any time during the Optionee's employment with the Company and for a period of two years thereafter, directly or indirectly (A) solicit customers or clients of the Company or Affiliates to terminate their relationship with the Company or Affiliates or otherwise solicit such customers or clients to compete with any business of the Company or Affiliates or (B) solicit or offer employment to any person who is, or has been at any time during the twelve (12) months immediately preceding the termination of the Optionee's employment employed by the Company or Affiliates.

For the purposes of subsection (a)(ii) above, the Optionee may, directly or indirectly own, solely as an investment, securities of any entity engaged in the business of the Company or its Affiliates which are publicly traded on a national or regional stock exchange or quotation system or on the over-the-counter market if the Optionee (I) is not a controlling person of, or a member of a group which controls, such entity, and (II) does not, directly or indirectly, own 5% or more of any class of securities of such entity.

If the Optionee is bound by any other agreement with the Company regarding the use or disclosure of Confidential Information, the provisions of this Section shall be read in such a way as to further restrict and not to permit any more extensive use or disclosure of Confidential Information.

(b) Notwithstanding clause (a) above, if at any time a court holds that the restrictions stated in such clause (a) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area. Because the Optionee's services are unique and because the Optionee has had access to Confidential Information, the Optionee agrees that money damages will be an inadequate remedy for any breach of this Section. In the event of a breach or threatened breach of this Section, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

(c) In the event that the Optionee breaches any of the provisions of this Section, in addition to all other remedies that may be available to the Company, the Option shall terminate immediately for no consideration, and if any portion of the Option was exercised, the Optionee

shall be required to pay to the Company the amount by which, at the time of exercise, the Fair Market Value of the Shares was greater than the aggregate Exercise Price paid for the Shares, on a net after-tax basis.

For purposes of this Section, “Confidential Information” shall mean all non-public information concerning trade secret, know how, software, developments, inventions, processes, technology, designs, the financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media.

ARTICLE VI

MISCELLANEOUS

Section 1.1. Administration

The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator shall be final and binding upon the Optionee, the Company and all other interested persons. No member of the Administrator shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Option. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Administrator under the Plan and this Agreement.

Section 1.2. Option Not Transferable

Neither the Option nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of the Optionee or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 6.2 shall not prevent transfers by will or by the applicable laws of descent and distribution.

Section 1.3. Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to Laureate in care of its Secretary, and any notice to be given to the Optionee shall be addressed to the Optionee at the physical or electronic address given beneath the Optionee’s signature hereto. By a notice given pursuant to this Section 6.3, either party may hereafter designate a different address for notices to be given to him or it. Any notice, which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee’s personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 6.3. Any notice shall have been deemed duly given when (i) delivered in person, (ii) enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service, (iii) enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with fees prepaid) in an office regularly maintained by FedEx, UPS, or comparable non-public mail carrier, or (iv) delivered by email to

an electronic mail address provided by the Optionee, or if notice is given to Laureate, by email to stocktrading@laureate.net.

Section 1.4. Titles; Pronouns

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.5. Applicability of Plan and Recoupment Policy

The Option and the Shares issued to the Optionee (or other proper holder of the Option) upon exercise of the Option shall be subject to all of the terms and provisions of the Plan. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall control. The Optionee acknowledges that the Optionee has received a copy of the Recoupment Policy and acknowledges and agrees that the terms of the Recoupment Policy shall be applicable to the Option and any Shares issued as a result of the Optionee's exercise of the Option.

Section 1.6. Service and Employment Acknowledgments

By accepting the Option and signing this Agreement, the Optionee acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan or this Agreement; (ii) the Optionee is voluntarily participating in the Plan; (iii) the award of an Option is a one-time benefit which does not create any contractual or other right to receive future awards of Options, or compensation or benefits in lieu of Options, even if Options have been awarded repeatedly in the past; (iv) all determinations with respect to any such future awards, including, but not limited to, the times when Options shall be awarded or shall become vested or exercisable and the number of Options subject to each award, will be at the sole discretion of the Administrator; (v) the value of the Option is an extraordinary item of compensation which is outside the scope of the Optionee's employment or service contract, if any; (vi) the value of the Option is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension, welfare or retirement benefits; (vii) the vesting of the Option ceases upon termination of service with the Company or transfer of employment from the Company, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (viii) the value of the Options and the underlying Shares cannot be predicted with certainty and will change over time and the Company does not guarantee any future value; (ix) if the Optionee is not an employee of the Company, the Option grant will not be interpreted to form an employment contract or relationship with the Company; nothing in this Agreement shall confer upon the Optionee any right to continue in the service of the Company or interfere in any way with any right of the Company to terminate the Optionee's service as a director, an employee or consultant, as the case may be, at any time, subject to applicable law; the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee's participation in the Plan or the Optionee's acquisition or sale of the Shares underlying the Option; and (x) no claim or entitlement to compensation or damages arises if the value of the Option or the underlying Shares decreases and in consideration for the grant of the Option the Optionee irrevocably releases the Company from any claim or entitlement to compensation or damages that does arise in connection with the Option.

Section 1.7. Personal Data

For purposes of the implementation, administration and management of the Option and the Plan or the effectuation of any acquisition, equity or debt financing, joint venture, merger, reorganization, consolidation, recapitalization, business combination, liquidation, dissolution, share exchange, sale of stock, sale of material assets or other similar corporate transaction involving the Company (a “Corporate Transaction”), the Optionee explicitly and unambiguously consents, by accepting this Agreement, to the collection, receipt, use, retention and transfer, in electronic or other form, of the Optionee’s personal data by and among the Company and its third party vendors or any potential party to a potential Corporate Transaction. The Optionee understands that personal data (including but not limited to, name, home address, telephone number, employee number, employment status, social insurance number, tax identification number, date of birth, nationality, job title or duties, salary and payroll location, data for tax withholding purposes and Options awarded, cancelled, vested and unvested) is held by the Company and may be transferred to any broker designated by the Administrator or third parties assisting in the implementation, administration and management of the Options or the Plan or the effectuation of a Corporate Transaction and the Optionee expressly authorizes such transfer as well as the retention, use, and the subsequent transfer of the data, in electronic or other form, by the recipient(s) for these purposes. The Optionee understands that these recipients may be located in the Optionee’s country or elsewhere, and that the recipient’s country may have different data privacy laws and protections than the Optionee’s country. The Optionee understands that personal data will be held only as long as is necessary to implement, administer and manage the Option or Plan or effect a Corporate Transaction. The Optionee understands that, to the extent required by applicable law, the Optionee may, at any time, request a list with the names and addresses of any potential recipients of the personal data, view data, request additional information about the storage and processing of data, require any necessary amendments to data or refuse or withdraw the consents herein, in any case without cost, by contacting in writing the Company’s Secretary. The Optionee understands, however, that refusing or withdrawing the Optionee’s consent may affect the Optionee’s ability to accept an award of Options or otherwise participate in the Plan.

Section 1.8. Electronic Delivery of Documents.

(a) Methods of Delivery. The Company may from time to time electronically deliver, via e-mail or posting on the Company’s website, this Agreement, information with respect to the Plan or the Option, any amendments to the Agreement, and any reports of the Company provided generally to the Company’s stockholders. The Optionee may receive from the Company, at no cost, a paper copy of any electronically delivered documents by contacting the Secretary.

(b) Consent and Acknowledgment. By signing this Agreement, the Optionee (i) consents to the electronic delivery of this Agreement, all information with respect to the Plan and the Option and any reports of the Company provided generally to the Company’s stockholders; (ii) acknowledges that the Optionee may receive from the Company a paper copy of any documents delivered electronically at no cost to the Optionee by contacting the Company by telephone or in writing; (iii) further acknowledges that the Optionee may revoke the Optionee’s consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledges that the Optionee understands that the Optionee is not required to consent to electronic delivery of documents.

Amendment; Entire Agreement

This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Option or Shares as determined in the discretion of the

Administrator, except as provided in the Plan or in a written document signed by the Optionee and the Company. This Agreement constitutes the entire agreement among the parties with respect to any agreements regarding the equity-based incentive awards referenced on the Optionee's signature page hereto and supersedes all prior and contemporaneous agreements (including any change in control, executive retention, employment or other agreements regarding the vesting of the equity-based incentive awards referenced on the Optionee's signature page hereto, or payment of cash or Shares in respect of these equity-based awards upon a termination of the Optionee's employment with the Company or other termination of status as an Eligible Individual), discussions, understandings and negotiations, whether written or oral, with respect to any of the foregoing.

Governing Law

The laws of the State of Maryland shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

Section 1.11. Resolution of Disputes

Any dispute or disagreement which shall arise under, or as a result of, or pursuant to or relating to, this Agreement shall be determined by the Administrator in good faith in its absolute and uncontrolled discretion, and any such determination or any other determination by the Administrator under or pursuant to this Agreement and any interpretation by the Administrator of the terms of this Agreement, will be final, binding and conclusive on all persons affected thereby. The Optionee agrees that before the Optionee may bring any legal action arising under, as a result of, pursuant to or relating to, this Agreement the Optionee will first exhaust his or her administrative remedies before the Administrator. The Optionee further agrees that in the event that the Administrator does not resolve any dispute or disagreement arising under, as a result of, pursuant to or relating to, this Agreement to the Optionee's satisfaction, no legal action may be commenced or maintained relating to this Agreement more than twenty-four (24) months after the Administrator's decision.

Section 409A

This Agreement and the Option granted hereunder are intended to be exempt from Section 409A of the Code. This Agreement and the Option shall be administered, interpreted and construed in a manner consistent with this intent. Nothing in the Plan or this Agreement shall be construed as including any feature for the deferral of compensation other than the deferral of recognition of income until the exercise of the Option. Should any provision of the Plan or this Agreement be found not to comply with, or otherwise be exempt from, the provisions of Section 409A of the Code, it may be modified and given effect, in the sole discretion of the Administrator and without requiring the Optionee's consent, in such manner as the Administrator determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A of the Code. The foregoing, however, shall not be construed as a guarantee or warranty by the Company of any particular tax effect to the Optionee.

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

Signature Pages to follow.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

LAUREATE EDUCATION, INC.

_____By:

Name: Victoria Silbey
Title: Senior Vice President, Secretary
and Chief Legal Officer

[signature page to the Stock Option Agreement]

OPTIONEE NAME:

I acknowledge that I have carefully read the Agreement, the Plan, and Plan prospectus. I agree to be bound by all of the provisions set forth in the Agreement and Plan. I acknowledge that I have received a copy of the Recoupment Policy and acknowledge and agree that the terms of the Recoupment Policy shall be applicable to the Option and any Shares issued upon exercise of the Option. I also consent to electronic delivery of all notices or other information with respect to the Option or the Company.

OPTIONEE SIGNATURE: _____

Address: (to be completed by Optionee:) _____

Shares subject to Option: _____

Grant Date: _____, 2018

Exercise Price: \$_____ per share

Expiration Date: 10 years from the Grant Date

STOCK OPTION AGREEMENT

THIS AGREEMENT (the “Agreement”), dated as of _____, 2019 (the “Grant Date”) is made by and between Laureate Education, Inc., a Delaware public benefit corporation (hereinafter referred to as “Laureate”), and the individual whose name is set forth on the signature page hereof, who is an Eligible Individual, hereinafter referred to as the “Optionee.” Any capitalized terms herein not otherwise defined in this Agreement shall have the meaning set forth in the Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan, as it may be amended from time to time (the “Plan”). ***You must accept this Award in the manner specified by Laureate no later than [insert deadline]. If you fail to do so, this Award will be null and void.***

WHEREAS, Laureate wishes to carry out the Plan, the terms of which are hereby incorporated by reference and made a part of this Agreement; and

WHEREAS, the Administrator has determined that it would be to the advantage and best interest of Laureate and its shareholders to grant the Option provided for herein to the Optionee as an incentive for increased efforts during the Optionee’s service relationship with the Company, and has advised Laureate thereof and instructed the undersigned officers to issue said Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I

DEFINITIONS

Whenever the following terms are used in this Agreement, they shall have the meaning specified below unless the context clearly indicates to the contrary.

Section 1.1. Company

“Company” shall mean Laureate and its Subsidiaries.

Section 1.2. Eligible Individual

“Eligible Individual” shall mean an officer or employee of, and other individual, including a non-employee director, who is a natural person providing bona fide services to or for, Laureate or any of its Subsidiaries, provided that such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for Laureate’s securities.

[Good Reason]*

[“Good Reason” shall mean “Good Reason” as such term may be defined in any employment agreement in effect at the time of termination of employment between the Optionee and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, “Good Reason” shall mean, without the consent of the Optionee, (i) a material reduction in base salary (other than a general reduction in base salary that affects all similarly situated employees), (ii) a substantial diminution in the Optionee’s title, duties and

responsibilities, other than any isolated, insubstantial and inadvertent failure by the Company that is not in bad faith, or (iii) a transfer of the Optionee's primary workplace by more than fifty (50) miles from his or her current workplace; provided, however, that in any event, such conduct is not cured within ten (10) business days after the Optionee gives the Company notice of such event.]*

Option

"Option" shall mean the option granted under Section 2.1 of this Agreement.

Permanent Disability

"Permanent Disability" shall mean "Disability" as such term is defined in any employment agreement between the Optionee and the Company, or, if there is no such employment agreement or such term is not defined therein, "Permanent Disability" shall mean a total and permanent disability as defined in the long-term disability plan of Laureate or the Subsidiary, as applicable, with which the Optionee is employed on the date as of which the existence of a Permanent Disability is to be determined.

Retirement

"Retirement" shall mean the voluntary termination of the Optionee's employment with the Company if (a) the Optionee signs and returns to the Company a release of claims for the benefit of the Company, in the form provided by the Company, that has become irrevocable by its terms; and (b) on the effective date of Optionee's termination of employment, the sum of (1) the length of time the Optionee has been in the continuous employment of Company (which must be no fewer than five (5) years) and (2) the age of the Optionee equals seventy (70) or more. For the avoidance of doubt, service with the Company in any capacity other than as an employee of the Company will not be counted toward the determination of the Optionee's length of continuous employment nor will employment with any entity prior to the Company's acquisition of such entity be counted toward the requisite five year period of continuous employment.

Secretary

"Secretary" shall mean the Secretary of Laureate.

Section 1.8. Share

"Share" shall mean a share of Class A Common Stock.

* *For only certain executives*

ARTICLE II

GRANT OF OPTION

Section 1.1. Grant of Option

For good and valuable consideration, on and as of the Grant Date, Laureate grants to the Optionee an Option to purchase the number of Shares set forth on the signature page hereof, on the terms and conditions set forth in this Agreement.

Section 1.2. Exercise Price

Subject to Section 2.5, the exercise price per Share covered by the Option (the "Exercise Price") shall be as set forth on the signature page hereof.

Section 1.3. No Guarantee of Employment or Service Relationship

Nothing in this Agreement or in the Plan shall confer upon the Optionee any right to continue in the employ or service of the Company or shall interfere with or restrict in any way the rights of the Company, which are hereby expressly reserved, to terminate the employment or service of the Optionee at any time for any reason whatsoever, with or without cause or notice, subject to the applicable provisions of, if any, the Optionee's employment or service agreement with or offer letter provided by the Company to the Optionee and subject to applicable law. Nothing in this Agreement or in the Plan shall serve as a limitation of the right of the Company to discharge the Optionee at any time with or without cause or notice, subject to applicable law, and whether or not such discharge results in the failure of any portion of the Option to become exercisable or any other adverse effect on the Optionee's interests under the Plan.

Section 1.4. Nonqualified Nature of the Option

The Option is not intended to qualify as an incentive stock option within the meaning of Code section 422, and this Agreement shall be so construed.

Adjustments to Option

The Option shall be subject to the adjustment provisions of Sections 10, 11 and 12 of the Plan.

ARTICLE III

PERIOD OF EXERCISABILITY

Section 1.1. Commencement of Exercisability

(a) So long as the Optionee continues to be an Eligible Individual performing bona fide services to or for the Company through the applicable vesting date(s) below (each, a "Vesting Date"), the Option shall become vested and exercisable pursuant to the following schedule:

<u>Vesting Date</u>	<u>Number of Option Shares that become vested:</u>
December 31, 2019	[INSERT#]
December 31, 2020	[INSERT#]
December 31, 2021	[INSERT#]

(b) Notwithstanding the foregoing, if, before the final Vesting Date, but on or within the eighteen (18) months after a Change in Control, the Optionee ceases to be an Eligible Individual [either]* because the Company or its successor terminates the Optionee's employment or other service relationship without Cause [or the Optionee terminates due to Good Reason]* the Option shall become exercisable as to 100% of the Shares subject to the Option on such termination date (but only to the extent such Option has not otherwise terminated or become exercisable).

(c) If, before a Vesting Date, the Optionee ceases to be an Eligible Individual due to the Optionee's death or Permanent Disability, the Optionee will vest on the Optionee's termination date in the number of Shares subject to the Option that would have vested had the Optionee remained employed until the next scheduled Vesting Date.

(d) No portion of the Option shall become vested and exercisable as to any additional Shares following the time the Optionee ceases to be an Eligible Individual, and any portion of the Option which is unexercisable as of the Optionee's cessation of service as an Eligible Individual shall immediately expire without payment therefor.

Section 1.2. Expiration of Option

The Optionee may not exercise any vested portion of the Option to any extent after the first to occur of the following events:

(a) The tenth anniversary of the Grant Date so long as the Optionee remains an Eligible Individual through such date;

(b) The fifth anniversary of the date of the Optionee's termination of employment with the Company, if the Optionee's employment is terminated by reason of Retirement;

** For only certain executives*

(c) The second anniversary of the date of the Optionee's termination of employment with the Company, if the Optionee's employment is terminated by reason of death or Permanent Disability;

(d) Except as otherwise provided in this Section 3, ninety (90) days after the date the Optionee ceases to be an Eligible Individual by reason of the Optionee's voluntary resignation or the Company's termination of the employment or service relationship without Cause (for any reason other than as set forth in clause (b) above), or by reason of the entity for which services are performed by the Optionee ceasing to be Laureate or a Subsidiary;

(e) Immediately upon the date the Optionee ceases to be an Eligible Individual for Cause; or

(f) At the discretion of the Company, if the Administrator so determines pursuant to Section 11 of the Plan.

In no event may the Option be exercised after the Expiration Date of the Option set forth on the signature page hereof.

ARTICLE IV

EXERCISE OF OPTION

Section 1.1. Person Eligible to Exercise

During the lifetime of the Optionee, only the Optionee (or his or her duly authorized legal representative) may exercise the Option or any portion thereof. After the death of the Optionee, any exercisable portion of the Option may, prior to the time when the Option

becomes unexercisable under Section 3.2, be exercised by his personal representative or by any person empowered to do so under the Optionee's last will and testament or under the then applicable laws of descent and distribution.

Section 1.2. Partial Exercise

Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time prior to the time when the Option or portion thereof becomes unexercisable under Section 3.2; provided, however, that any partial exercise shall be for whole Shares only.

Section 1.3. Manner of Exercise

The Option, or any exercisable portion thereof, may be exercised solely by delivering to the Company, in the manner prescribed by the Administrator, all of the following prior to the time when the Option or such portion becomes unexercisable under Section 3.2:

(a) Notice in writing signed by the Optionee or the other person then entitled to exercise the Option or portion thereof, stating that the Option or portion thereof is thereby exercised, such notice complying with all applicable rules established by the Administrator;

(b) (i) Full payment (in cash, by check or by a combination thereof) for the Shares with respect to which such Option or portion thereof is exercised, (ii) to the extent permitted by the Administrator in a manner that is compliant with the terms of the Plan, indication that the Optionee elects to have the number of Shares that would otherwise be issued to the Optionee reduced by a number of Shares having an equivalent Fair Market Value to the payment that would otherwise be made by the Optionee to Laureate pursuant to clause (i) of this subsection (b), or (iii) a broker-assisted cashless exercise through a brokerage firm designated or approved by the Administrator;

(c) (i) Full payment (in cash, by check or by a combination thereof) to satisfy the withholding tax obligation with respect to which such Option or portion thereof is exercised or (ii) to the extent permitted by the Administrator in a manner that is compliant with the terms of the Plan, indication that the Optionee elects to have the number of Shares that would otherwise be issued to the Optionee upon exercise of such Option (or portion thereof) reduced by a number of Shares having an aggregate Fair Market Value, on the date of such exercise, equal to the payment to satisfy the withholding tax obligation that would otherwise be required to be made by the Optionee to the Company pursuant to clause (i) of this subsection (c); and

(d) In the event the Option or portion thereof shall be exercised pursuant to Section 4.1 by any person or persons other than the Optionee, appropriate proof of the right of such person or persons to exercise the Option.

(e) At the time the Option is exercised, in whole or in part, or at any time thereafter as requested by the Company, the Optionee hereby authorizes withholding from payroll or any other payment of any kind due to the Optionee and otherwise agrees to make adequate provision for foreign (non-US), federal, state and local taxes required by law to be withheld, if any, which arise in connection with the Option. The Company may require the Optionee to make a cash payment to cover any withholding tax obligation as a condition of exercise of the Option or issuance of Shares upon exercise.

Section 1.4. Conditions to Issuance of Stock Certificates

The Shares deliverable upon the exercise of the Option, or any portion thereof, may be either previously authorized but unissued Shares or issued Shares, which have then been reacquired by Laureate. Such Shares shall be fully paid and nonassessable. In its discretion, Laureate may deliver share certificates or may retain such Shares in uncertificated book-entry form. Laureate shall not be required to issue Shares or deliver any certificate or certificates for shares of stock purchased upon the exercise of an Option or portion thereof prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency which the Administrator shall, in its reasonable and good faith discretion, determine to be necessary or advisable, and confirmed compliance with Laureate's policies including its insider trading policy; and

(b) The lapse of such reasonable period of time following the exercise of the Option as the Administrator may from time to time establish for reasons of administrative convenience or as may otherwise be required by applicable law.

Section 1.5. Rights as Stockholder

The holder of an Option shall not be, nor have any of the rights or privileges of, a stockholder of Laureate in respect of any Shares purchasable upon the exercise of the Option or any portion thereof unless and until certificates representing such Shares shall have been issued by Laureate to such holder upon satisfaction of the conditions set forth in Section 4.4 or unless book entry representing such Shares has been made and such Shares have been deposited with the appropriate registered book-entry custodian. Upon fulfillment of such conditions, Laureate shall be required to issue and deliver such certificate or certificates, unless book entry representing such Shares has been made and such Shares have been deposited with the appropriate registered book-entry custodian.

ARTICLE V

RESTRICTIVE COVENANTS

Section 1.1. Confidential Information; Covenant Not to Compete; Covenant Not to Solicit

(a) In consideration of this Option grant, unless otherwise provided in any employment or severance agreement entered into by and between the Optionee and the Company (in which case the corresponding provisions therein shall control), the Optionee hereby agrees effective as of the date of the Optionee's commencement of employment with the Company, without the Company's prior written consent, the Optionee shall not, directly or indirectly:

(i) at any time during or after the Optionee's employment with the Company, disclose or use any Confidential Information (as defined below) pertaining to the business of the Company or Affiliates, except when required to perform Optionee's duties to the Company, by law or judicial process;

(ii) at any time during the Optionee's employment with the Company and for a period of two years thereafter, directly or indirectly, act as a proprietor, investor, director, officer, employee, substantial stockholder, consultant, or partner in any business that directly competes, at the relevant determination date, with the post-secondary business of the Company or any of its

Affiliates in any geographic area where the Company or its Affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides products or services; and

(iii) at any time during the Optionee's employment with the Company and for a period of two years thereafter, directly or indirectly (A) solicit customers or clients of the Company or Affiliates to terminate their relationship with the Company or Affiliates or otherwise solicit such customers or clients to compete with any business of the Company or Affiliates or (B) solicit or offer employment to any person who is, or has been at any time during the twelve (12) months immediately preceding the termination of the Optionee's employment employed by the Company or Affiliates.

For the purposes of subsection (a)(ii) above, the Optionee may, directly or indirectly own, solely as an investment, securities of any entity engaged in the business of the Company or its Affiliates which are publicly traded on a national or regional stock exchange or quotation system or on the over-the-counter market if the Optionee (I) is not a controlling person of, or a member of a group which controls, such entity, and (II) does not, directly or indirectly, own 5% or more of any class of securities of such entity.

If the Optionee is bound by any other agreement with the Company regarding the use or disclosure of Confidential Information, the provisions of this Section shall be read in such a way as to further restrict and not to permit any more extensive use or disclosure of Confidential Information.

(b) Notwithstanding clause (a) above, if at any time a court holds that the restrictions stated in such clause (a) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area. Because the Optionee's services are unique and because the Optionee has had access to Confidential Information, the Optionee agrees that money damages will be an inadequate remedy for any breach of this Section. In the event of a breach or threatened breach of this Section, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

(c) In the event that the Optionee breaches any of the provisions of this Section, in addition to all other remedies that may be available to the Company, the Option shall terminate immediately for no consideration, and if any portion of the Option was exercised, the Optionee shall be required to pay to the Company the amount by which, at the time of exercise, the Fair Market Value of the Shares was greater than the aggregate Exercise Price paid for the Shares, on a net after-tax basis.

For purposes of this Section, "Confidential Information" shall mean all non-public information concerning trade secret, know how, software, developments, inventions, processes, technology, designs, the financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media.

ARTICLE VI

MISCELLANEOUS

Section 1.1. Administration

The Administrator shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules. All actions taken and all interpretations and determinations made by the Administrator shall be final and binding upon the Optionee, the Company and all other interested persons. No member of the Administrator shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or the Option. In its absolute discretion, the Board may at any time and from time to time exercise any and all rights and duties of the Administrator under the Plan and this Agreement.

Section 1.2. Option Not Transferable

Neither the Option nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of the Optionee or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 6.2 shall not prevent transfers by will or by the applicable laws of descent and distribution.

Section 1.3. Notices

Any notice to be given under the terms of this Agreement to the Company shall be addressed to Laureate in care of its Secretary, and any notice to be given to the Optionee shall be addressed to the Optionee at the physical or electronic address given beneath the Optionee's signature hereto. By a notice given pursuant to this Section 6.3, either party may hereafter designate a different address for notices to be given to him or it. Any notice, which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of his status and address by written notice under this Section 6.3. Any notice shall have been deemed duly given when (i) delivered in person, (ii) enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service, (iii) enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with fees prepaid) in an office regularly maintained by FedEx, UPS, or comparable non-public mail carrier, or (iv) delivered by email to an electronic mail address provided by the Optionee, or if notice is given to Laureate, by email to stocktrading@laureate.net.

Section 1.4. Titles; Pronouns

Titles are provided herein for convenience only and are not to serve as a basis for interpretation or construction of this Agreement. The masculine pronoun shall include the feminine and neuter, and the singular the plural, where the context so indicates.

Section 1.5. Applicability of Plan and Recoupment Policy

The Option and the Shares issued to the Optionee (or other proper holder of the Option) upon exercise of the Option shall be subject to all of the terms and provisions of the Plan. In the event of any conflict between this Agreement and the Plan, the terms of the Plan shall control. The Optionee acknowledges that the Optionee has received a copy of the Recoupment Policy and acknowledges and agrees that the terms of the Recoupment Policy shall be applicable to the Option and any Shares issued as a result of the Optionee's exercise of the Option.

Section 1.6. Service and Employment Acknowledgments.

By accepting the Option and signing this Agreement, the Optionee acknowledges and agrees that: (i) the Plan is established voluntarily by the Company, is discretionary in nature and may be modified, amended, suspended or terminated by the Company at any time, unless otherwise provided in the Plan or this Agreement; (ii) the Optionee is voluntarily participating in the Plan; (iii) the award of an Option is a one-time benefit which does not create any contractual or other right to receive future awards of Options, or compensation or benefits in lieu of Options, even if Options have been awarded repeatedly in the past; (iv) all determinations with respect to any such future awards, including, but not limited to, the times when Options shall be awarded or shall become vested or exercisable and the number of Options subject to each award, will be at the sole discretion of the Administrator; (v) the value of the Option is an extraordinary item of compensation which is outside the scope of the Optionee's employment or service contract, if any; (vi) the value of the Option is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension, welfare or retirement benefits; (vii) the vesting of the Option ceases upon termination of service with the Company or transfer of employment from the Company, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (viii) the value of the Options and the underlying Shares cannot be predicted with certainty and will change over time and the Company does not guarantee any future value; (ix) if the Optionee is not an employee of the Company, the Option grant will not be interpreted to form an employment contract or relationship with the Company; nothing in this Agreement shall confer upon the Optionee any right to continue in the service of the Company or interfere in any way with any right of the Company to terminate the Optionee's service as a director, an employee or consultant, as the case may be, at any time, subject to applicable law; the Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding the Optionee's participation in the Plan or the Optionee's acquisition or sale of the Shares underlying the Option; and (x) no claim or entitlement to compensation or damages arises if the value of the Option or the underlying Shares decreases and in consideration for the grant of the Option the Optionee irrevocably releases the Company from any claim or entitlement to compensation or damages that does arise in connection with the Option.

Section 1.7. Personal Data.

The following provisions shall only apply to the Optionee if he or she resides outside the US, UK, EU and EEA:

The Optionee voluntarily consents to the collection, use and transfer, in electronic or other form, of his or her personal data as described in this Agreement and any other Plan materials ("Data") by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing participation in the Plan.

The Optionee understands that the Company and any Affiliate may hold certain personal information about him or her, including, but not limited to, his or her name, home address and telephone number, date of birth, social insurance number or other identification

number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in the Optionee's favor, for the exclusive purpose of implementing, administering, and managing the Plan.

The Optionee understands that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. The Optionee understands that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different, including less stringent, data privacy laws and protections than the Optionee's country. The Optionee understands that if he or she resides outside the United States, he or she may request a list with the names and addresses of any potential recipients of the Data by contacting a local human resources representative. The Optionee authorizes the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing participation in the Plan.

The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. The Optionee further understands that if he or she resides in certain jurisdictions outside the United States, to the extent required by applicable laws, the Optionee may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting the Option, in any case without cost, by contacting in writing a local human resources representative. Further, the Optionee understands that he or she is providing these consents on a purely voluntary basis. If the Optionee does not consent or if he or she later seeks to revoke consent, his or her engagement as a service provider with the Company or an Affiliate will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company will not be able to grant the Optionee Options under the Plan or administer or maintain the Option. Therefore, the Optionee understands that refusing or withdrawing consent may affect his or her ability to participate in the Plan (including the right to retain the Option). The Optionee understands that he or she may contact a local human resources representative for more information on the consequences of refusal to consent or withdrawal of consent.

The following provisions shall only apply to the Optionee if he or she resides in the UK, EU or EEA:

Data Collected and Purposes of Collection. The Optionee understands that the Company, acting as controller, as well as the employing Affiliate, may collect, to the extent permissible under applicable law, certain personal information about him or her, including name, home address and telephone number, information necessary to process the Option (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in the Company (but only where needed for legal or tax compliance), any other information necessary to process mandatory tax withholding and reporting, details of all Options granted, canceled, vested, unvested or outstanding in the Optionee's favor, and where applicable service termination date and reason for termination (all such personal information is referred to as "Data"). The Data is collected from the Optionee, the employing Affiliate, and from the Company, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for the Optionee to participate in the Plan and for the parties to this

Agreement to perform their respective obligations thereunder. If the Optionee does not provide Data, he or she will not be able to participate in the Plan and become a party to this Agreement.

Transfers and Retention of Data. The Optionee understands that the employing Affiliate will transfer Data to the Company for purposes of plan administration. The Company and the employing Affiliate may also transfer his or her Data to other service providers (such as accounting firms, payroll processing firms or tax firms), as may be selected by the Company in the future, to assist the Company with the implementation, administration and management of this Agreement. The Optionee understands that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission. Where a recipient is located in a country that does not benefit from an adequacy decision, the transfer of the Data to that recipient will be made pursuant to [European Commission-approved standard contractual clauses]/[Binding Corporate Rules], a copy of which may be obtained at [insert email address or other contact information for person who can provide a copy of the relevant document, OR a link to the relevant document; the participant must be able to obtain a copy of the relevant document for free.] The Optionee understands that Data will be held only as long as is necessary to implement, administer and manage his or her rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

The Optionee's Rights in Respect of Data. The Company will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. The Optionee is entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). The Optionee also has the right to request access to his or her Data as well as additional information about the processing of that Data. Further, the Optionee is entitled to object to the processing of Data or have his or her Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, the Optionee also is entitled to (i) restrict the processing of his or her Data so that it is stored but not actively processed (e.g., while the Company assesses whether the Optionee is entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by the Optionee, in a common machine-readable format. To exercise his or her rights, the Optionee may contact the local human resources representative. The Optionee may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint. [The data protection officer may be contacted at [insert email address or other contact information for the data protection officer; the participant must be able to contact the data protection officer for free.]

Section 1.8. Electronic Delivery of Documents.

(a) Methods of Delivery. The Company may from time to time electronically deliver, via e-mail or posting on the Company's website, this Agreement, information with respect to the Plan or the Option, any amendments to the Agreement, and any reports of the Company provided generally to the Company's stockholders. The Optionee may receive from the Company, at no cost, a paper copy of any electronically delivered documents by contacting the Secretary.

(b) Consent and Acknowledgment. By signing this Agreement, the Optionee (i) consents to the electronic delivery of this Agreement, all information with respect to the Plan and the Option and any reports of the Company provided generally to the Company's stockholders; (ii) acknowledges that the Optionee may receive from the Company a paper copy of any documents delivered electronically at no cost to the Optionee by contacting the Company by telephone or in writing; (iii) further acknowledges that the Optionee may revoke the Optionee's consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (iv)

further acknowledges that the Optionee understands that the Optionee is not required to consent to electronic delivery of documents.

Amendment; Entire Agreement

This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the Option or Shares as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by the Optionee and the Company. This Agreement constitutes the entire agreement among the parties with respect to any agreements regarding the equity-based incentive awards referenced on the Optionee's signature page hereto and supersedes all prior and contemporaneous agreements (including any change in control, executive retention, employment or other agreements regarding the vesting of the equity-based incentive awards referenced on the Optionee's signature page hereto, or payment of cash or Shares in respect of these equity-based awards upon a termination of the Optionee's employment with the Company or other termination of status as an Eligible Individual), discussions, understandings and negotiations, whether written or oral, with respect to any of the foregoing.

Governing Law

The laws of the State of Maryland shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

Section 1.11. Resolution of Disputes

Any dispute or disagreement which shall arise under, or as a result of, or pursuant to or relating to, this Agreement shall be determined by the Administrator in good faith in its absolute and uncontrolled discretion, and any such determination or any other determination by the Administrator under or pursuant to this Agreement and any interpretation by the Administrator of the terms of this Agreement, will be final, binding and conclusive on all persons affected thereby. The Optionee agrees that before the Optionee may bring any legal action arising under, as a result of, pursuant to or relating to, this Agreement the Optionee will first exhaust his or her administrative remedies before the Administrator. The Optionee further agrees that in the event that the Administrator does not resolve any dispute or disagreement arising under, as a result of, pursuant to or relating to, this Agreement to the Optionee's satisfaction, no legal action may be commenced or maintained relating to this Agreement more than twenty-four (24) months after the Administrator's decision.

Section 409A

This Agreement and the Option granted hereunder are intended to be exempt from Section 409A of the Code. This Agreement and the Option shall be administered, interpreted and construed in a manner consistent with this intent. Nothing in the Plan or this Agreement shall be construed as including any feature for the deferral of compensation other than the deferral of recognition of income until the exercise of the Option. Should any provision of the Plan or this Agreement be found not to comply with, or otherwise be exempt from, the provisions of Section 409A of the Code, it may be modified and given effect, in the sole discretion of the Administrator and without requiring the Optionee's consent, in such manner as the Administrator determines to be necessary or appropriate to comply with, or to effectuate an exemption from, Section 409A of the Code. The foregoing, however, shall not be construed as a guarantee or warranty by the Company of any particular tax effect to the Optionee.

Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

Signature Pages to follow.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the parties hereto.

LAUREATE EDUCATION, INC.

_____By:
Name: Victoria Silbey
Title: Senior Vice President, Secretary
and Chief Legal Officer

[signature page to the Stock Option Agreement]

OPTIONEE NAME: [INSERT]

I acknowledge that I have carefully read the Agreement, the Plan, and Plan prospectus. I agree to be bound by all of the provisions set forth in the Agreement and Plan. I acknowledge that I have received a copy of the Recoupment Policy and acknowledge and agree that the terms of the Recoupment Policy shall be applicable to the Option and any Shares issued upon exercise of the Option. I also consent to electronic delivery of all notices or other information with respect to the Option or the Company.

OPTIONEE SIGNATURE: _____

Address: (to be completed by Optionee:) _____

Shares subject to Option: _____

Grant Date: _____

Exercise Price: \$ _____ per share

Expiration Date: 10 years from the Grant Date

[signature page to the Stock Option Agreement]

Laureate Education, Inc.
Restricted Stock Units Notice
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan

Name of Grantee:

This Notice evidences the award of restricted stock units (each, an “RSU,” and collectively, the “RSUs”) of Laureate Education, Inc., a Delaware public benefit corporation (“Laureate”), that have been granted to you pursuant to the Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan, as may be amended from time to time (the “Plan”) and conditioned upon your agreement to the terms of the attached Restricted Stock Units Agreement (the “Agreement”). **You must accept this Award in the manner specified by Laureate no later than ninety days from the Grant Date. If you fail to do so, this Award will be null and void.** This Notice constitutes part of and is subject to the terms and provisions of the Agreement and the Plan, which are incorporated by reference herein. Each RSU is equivalent in value to one share of Laureate’s Common Stock and represents Laureate’s commitment to issue one share of Laureate’s Common Stock at a future date, subject to the terms of the Agreement and the Plan.

Grant Date: _____

Number of RSUs: _____

Vesting Schedule: All of the RSUs are nonvested and forfeitable as of the Grant Date. So long as you remain an Eligible Individual (as defined in the Agreement) continuously from the Grant Date through the applicable vesting dates below (each, a “Vesting Date”), the RSUs shall become vested pursuant to the following schedule:

<u>Vesting Date</u>	<u>Number of RSUs that become vested:</u>
December 31, 2020	
December 31, 2021	
December 31, 2022	

If, before a Vesting Date, you cease to be an Eligible Individual due to your death or Disability, you will vest on your termination date in the number of RSUs that would have vested had you remained employed until the next scheduled Vesting Date.

If, before the final Vesting Date, but on or within the eighteen (18) months after a Change in Control, you cease to be an Eligible Individual [either*] because the Company or its successor terminates your employment or other service relationship without Cause, [or you terminate with Good Reason*] you will become fully vested in all remaining unvested RSUs on your termination date.

Laureate Education, Inc.

Date

I acknowledge that I have carefully read the Agreement, the Plan, and Plan prospectus. I agree to be bound by all of the provisions set forth in the Agreement and Plan. I acknowledge that I have received a copy of the Recoupment Policy and acknowledge and agree that the terms of the Recoupment Policy shall be applicable to the RSUs, and any Shares issued upon settlement of the RSUs. I also consent to electronic delivery of all notices or other information with respect to the RSUs or the Company.

Signature of Grantee

Date

* For only certain executives

Laureate Education, Inc.
Restricted Stock Units Agreement
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan

1. Terminology. Unless otherwise provided in this Agreement or the Notice, capitalized terms used herein are defined in the Glossary at the end of this Agreement or in the Plan.
 2. Vesting. All of the RSUs are nonvested and forfeitable as of the Grant Date. So long as you remain an Eligible Individual continuously from the Grant Date through the applicable Vesting Date, the RSUs will become vested and nonforfeitable in accordance with the vesting provisions set forth in the Notice. Unless otherwise provided in the Notice, none of the RSUs will become vested and nonforfeitable after you cease to be an Eligible Individual.
 3. Termination of Employment or Service. Unless otherwise provided in the Notice, if you cease to be an Eligible Individual for any reason, all RSUs that are not then vested and nonforfeitable will be forfeited to the Company immediately and automatically upon such cessation without payment of any consideration therefor and you will have no further right, title or interest in or to such RSUs or the underlying shares of Common Stock.
 4. Restrictions on Transfer. Neither this Agreement nor any of the RSUs may be assigned, transferred, pledged, hypothecated or disposed of in any way, whether by operation of law or otherwise, and the RSUs shall not be subject to execution, attachment or similar process. All rights with respect to this Agreement and the RSUs shall be exercisable during your lifetime only by you or your guardian or legal representative. Notwithstanding the foregoing, the RSUs may be transferred upon your death by last will and testament or under the laws of descent and distribution.
 5. Settlement of RSUs.
 - (a) Manner of Settlement. You are not required to make any monetary payment (other than applicable tax withholding, if required) as a condition to settlement of the RSUs. Laureate will issue to you, in settlement of your RSUs and subject to the provisions of Section 6 below, the number of whole shares of Common Stock that equals the number of whole RSUs that become vested, and such vested RSUs will terminate and cease to be outstanding upon such issuance of the shares. Upon issuance of such shares, Laureate will determine the form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) and may deliver such shares on your behalf electronically to Laureate's designated stock plan administrator or such other broker-dealer as Laureate may choose at its sole discretion, within reason.
 - (b) Timing of Settlement. Your RSUs will be settled by Laureate, via the issuance of Common Stock as described herein, on or within thirty (30) days after the date that the RSUs become vested and nonforfeitable. However, if a scheduled issuance date falls on a Saturday, Sunday or federal holiday, such issuance date shall instead fall on the next following day that the principal executive offices of the Company are open for business. Notwithstanding the foregoing, in the event that (i) you are subject to Laureate's policy permitting officers and directors to sell shares only during certain "window" periods, in effect from time to time or you are otherwise prohibited from selling shares of Laureate's Common Stock in the public market and any shares covered by your RSUs are scheduled to be issued on a day (the "**Original Distribution Date**") that does not occur during an open "window period" applicable to you, as determined by Laureate in accordance with such policy, or does not occur on a date when you are otherwise permitted to sell shares of Laureate's Common Stock in the open market, and (ii) the Company elects not to satisfy its tax withholding obligations by withholding shares from your distribution, then such shares shall not be issued and delivered on such Original Distribution Date and shall instead be issued and delivered on the first business day of the next occurring open "window period" applicable to you pursuant to such policy (regardless of whether you are still providing continuous services at such time) or the next business day when you are not prohibited from selling shares of Laureate's Common Stock in the open market, but in no event later than the fifteenth day of the third calendar month of the calendar year following the calendar year in which the Original Distribution Date occurs. In all cases, the issuance and delivery of shares under this Agreement is intended to comply with Treasury Regulation 1.409A-1(b)(4) and shall be construed and administered in such a manner.
 6. Tax Withholding. On or before the time you receive a distribution of the shares subject to your RSUs, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of
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the Company which arise in connection with your RSUs (the "**Withholding Taxes**"). Additionally, the Company may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your RSUs by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; (ii) causing you to tender a cash payment; (iii) permitting you to enter into a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "**FINRA Dealer**") whereby you irrevocably elect to sell a portion of the shares to be delivered under the Agreement to satisfy the Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company; or (iv) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the RSUs with a Fair Market Value (measured as of the date shares of Common Stock are issued to you pursuant to Section 5) equal to the amount of such Withholding Taxes; provided, however, that the number of such shares of Common Stock so withheld shall not exceed, by more than the Fair Market Value of one share of Common Stock, the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income (except as otherwise permitted by the Administrator and would not create an adverse accounting consequence or cost). Unless the tax withholding obligations of the Company are satisfied, Laureate shall have no obligation to deliver to you any Common Stock. In the event Laureate's obligation to withhold arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

7. Confidential Information; Covenant Not to Compete; Covenant Not to Solicit.

(a) In consideration of this Award, unless otherwise provided in any employment or severance agreement entered into by and between the Company and you (in which case the corresponding provisions therein shall control), you hereby agree effective as of the date of your commencement of employment with the Company, without the Company's prior written consent, you will not, directly or indirectly:

(i) at any time during or after your employment with the Company, disclose or use any Confidential Information pertaining to the business of the Company or Affiliates, except when required to perform your duties to the Company, by law or judicial process;

(ii) at any time during your employment with the Company and for a period of two years thereafter, directly or indirectly, act as a proprietor, investor, director, officer, employee, substantial stockholder, consultant, or partner in any business that directly competes, at the relevant determination date, with the post-secondary business of the Company or any of its Affiliates in any geographic area where the Company or its Affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides products or services; and

(iii) at any time during your employment with the Company and for a period of two years thereafter, directly or indirectly (A) solicit customers or clients of the Company or Affiliates to terminate their relationship with the Company or Affiliates or otherwise solicit such customers or clients to compete with any business of the Company or Affiliates or (B) solicit or offer employment to any person who is, or has been at any time during the twelve (12) months immediately preceding the termination of your employment employed by the Company or Affiliates.

For the purposes of subsection (a)(ii) above, you may, directly or indirectly own, solely as an investment, securities of any entity engaged in the business of the Company or its Affiliates which are publicly traded on a national or regional stock exchange or quotation system or on the over-the-counter market if you (I) are not a controlling person of, or a member of a group which controls, such entity, and (II) do not, directly or indirectly, own 5% or more of any class of securities of such entity.

If you are bound by any other agreement with the Company regarding the use or disclosure of Confidential Information, the provisions of this Section shall be read in such a way as to further restrict and not to permit any more extensive use or disclosure of Confidential Information.

(b) Notwithstanding clause (a) above, if at any time a court holds that the restrictions stated in such clause (a) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area. Because your services are unique and because you have had access to Confidential Information, you agree that money damages will be an inadequate remedy for any breach of this Section. In the event of a breach or threatened breach of this Section, the Company or its successors or assigns may, in addition to other

rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

(c) In the event that you breach any of the provisions of this Section, in addition to all other remedies that may be available to the Company, all vested and unvested RSUs shall be cancelled for no consideration and you must account for and pay over to the Company all compensation, profits, monies, or other benefits derived or received by you under this Agreement, including any portion of the RSUs that have been settled or proceeds thereon realized by you and all amounts paid to you upon the sale of shares of Common Stock you received under this Agreement.

8. Adjustments for Corporate Transactions and Other Events.

(a) Stock Dividend, Stock Split and Reverse Stock Split. Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of outstanding RSUs shall, without further action of the Administrator, be adjusted to reflect such event; provided, however, that any fractional RSUs resulting from any such adjustment shall be eliminated. Adjustments under this paragraph will be made by the Administrator, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If Laureate shall be the surviving or resulting corporation in any merger or consolidation and the Common Stock shall be converted into other securities, the RSUs shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to the RSUs would have been entitled. If the stockholders of Laureate receive by reason of any distribution in total or partial liquidation or pursuant to any merger of Laureate or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of Laureate's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of shares of Common Stock subject to the RSUs would have been entitled, in the same manner and to the same extent as the RSUs.

9. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement shall alter your at-will or other employment status or other service relationship with the Company, nor be construed as a contract of employment or service relationship between the Company and you, or as a contractual right of you to continue in the employ of, or in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to discharge you at any time with or without cause or notice and whether or not such discharge results in the forfeiture of any nonvested and forfeitable RSUs or any other adverse effect on your interests under the Plan.

10. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any shares of Common Stock that may be issued in settlement of the RSUs until such shares of Common Stock have been issued to you. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date such shares are issued, except as provided in Section 10 of the Plan.

11. The Company's Rights. The existence of the RSUs shall not affect in any way the right or power of Laureate or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

12. Restrictions on Issuance of Shares. The issuance of shares of Common Stock upon settlement of the RSUs shall be subject to and in compliance with all applicable requirements of federal, state, or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of Laureate to obtain from any regulatory body having jurisdiction the authority, if any, deemed by Laureate's legal counsel to be necessary to the lawful issuance of any shares subject to the RSUs shall relieve Laureate of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the RSUs, Laureate may require you to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by Laureate.

13. Notices. All notices and other communications made or given pursuant to this Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by Laureate to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to Laureate, or in the case of notices delivered to Laureate by you, addressed to the Administrator, care of Laureate for the attention of its Secretary at its principal executive office or, in either case, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties. Notwithstanding the foregoing, Laureate may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this award of RSUs by electronic means or to request your consent to participate in the Plan or accept this award of RSUs by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by Laureate or another third party designated by Laureate.

14. Entire Agreement. This Agreement, together with the relevant Notice and the Plan, contain the entire agreement between the parties with respect to the RSUs granted hereunder. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the RSUs granted hereunder shall be void and ineffective for all purposes.

15. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the RSUs as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by each of the parties hereto.

16. Section 409A. This Agreement and the RSUs granted hereunder are intended to fit within the "short-term deferral" exemption from Section 409A of the Code as set forth in Treasury Regulation Section 1.409A-1(b)(4). In administering this Agreement, Laureate shall interpret this Agreement in a manner consistent with such exemption. Notwithstanding the foregoing, if it is determined that the RSUs fail to satisfy the requirements of the short-term deferral rule and are otherwise deferred compensation subject to Section 409A, and if you are a "Specified Employee" (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of your separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), then the issuance of any shares that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the separation from service, but if and only if such delay in the issuance of the shares is necessary to avoid the imposition of additional taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

17. No Obligation to Minimize Taxes. The Company has no duty or obligation to minimize the tax consequences to you of this award of RSUs and shall not be liable to you for any adverse tax consequences to you arising in connection with this award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this award and by signing the Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so.

18. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is available upon request to the Administrator.

19. No Funding. This Agreement constitutes an unfunded and unsecured promise by Laureate to issue shares of Common Stock in the future in accordance with its terms. You have the status of a general unsecured creditor of Laureate as a result of receiving the grant of RSUs.

20. Effect on Other Employee Benefit Plans. The value of the RSUs subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's employee benefit plans.

21. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined

exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. As a condition of this Agreement, you agree that you will not bring any action arising under, as a result of, pursuant to or relating to, this Agreement in any court other than a federal or state court in the districts which include Baltimore, Maryland, and you hereby agree and submit to the personal jurisdiction of any federal court located in the district which includes Baltimore, Maryland or any state court in the district which includes Baltimore, Maryland. You further agree that you will not deny or attempt to defeat such personal jurisdiction or object to venue by motion or other request for leave from any such court.

22. Resolution of Disputes. Any dispute or disagreement which shall arise under, or as a result of, or pursuant to or relating to, this Agreement shall be determined by the Administrator in good faith in its absolute and uncontrolled discretion, and any such determination or any other determination by the Administrator under or pursuant to this Agreement and any interpretation by the Administrator of the terms of this Agreement, will be final, binding and conclusive on all persons affected thereby. You agree that before you may bring any legal action arising under, as a result of, pursuant to or relating to, this Agreement you will first exhaust your administrative remedies before the Administrator. You further agree that in the event that the Administrator does not resolve any dispute or disagreement arising under, as a result of, pursuant to or relating to, this Agreement to your satisfaction, no legal action may be commenced or maintained relating to this Agreement more than twenty-four (24) months after the Administrator's decision.

23. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

24. Electronic Delivery of Documents. By your signing the Notice, you (i) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the RSUs, and any reports of Laureate provided generally to Laureate's stockholders; (ii) acknowledge that you may receive from Laureate a paper copy of any documents delivered electronically at no cost to you by contacting Laureate by telephone or in writing; (iii) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying Laureate of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

25. No Future Entitlement. By your signing the Notice, you acknowledge and agree that: (i) the grant of a RSU award is a one-time benefit which does not create any contractual or other right to receive future grants of RSUs, or compensation in lieu of RSUs, even if RSUs have been granted repeatedly in the past; (ii) all determinations with respect to any such future grants and the terms thereof will be at the sole discretion of the Administrator; (iii) the value of the RSUs is an extraordinary item of compensation which is outside the scope of your employment contract, if any; (iv) the value of the RSUs is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (v) the vesting of the RSUs ceases when you cease to be an Eligible Individual, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (vi) the Company does not guarantee any future value of the RSUs; and (vii) no claim or entitlement to compensation or damages arises if the RSUs decrease or do not increase in value and you irrevocably release the Company from any such claim that does arise.

[US Data Protection Provisions]

26. Personal Data.

You voluntarily consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other Plan materials ("**Data**") by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing your participation in the Plan.

You understand that the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering, and managing the Plan.

You understand that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation,

administration, and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different, including less stringent, data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting a local human resources representative. You authorize the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing participation in the Plan.

You understand that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. You understand that if you reside in certain jurisdictions outside the United States, to the extent required by applicable laws, you may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting the RSUs, in any case without cost, by contacting in writing a local human resources representative. Further, you understand that you are providing these consents on a purely voluntary basis. If you do not consent or if you later seek to revoke consent, your engagement as a service provider with the Company or an Affiliate will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company will not be able to grant you RSUs under the Plan or administer or maintain the RSUs. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan (including the right to retain the RSUs). You understand that you may contact a local human resources representative for more information on the consequences of refusal to consent or withdrawal of consent.

[EU Data Protection Provisions]

Personal Data.

Data Collected and Purposes of Collection. You understand that the Company, acting as controller, as well as the employing Affiliate, may collect, to the extent permissible under applicable law, certain personal information about you, including name, home address and telephone number, information necessary to process the RSUs (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in the Company (but only where needed for legal or tax compliance), any other information necessary to process mandatory tax withholding and reporting, details of all RSUs granted, canceled, vested, unvested or outstanding in your favor, and where applicable service termination date and reason for termination (all such personal information is referred to as "**Data**"). The Data is collected from you, the employing Affiliate, and from the Company, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for you to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If you do not provide Data, you will not be able to participate in the Plan and become a party to this Agreement.

Transfers and Retention of Data. You understand that the employing Affiliate will transfer Data to the Company for purposes of plan administration. The Company and the employing Affiliate may also transfer your Data to other service providers (such as accounting firms, payroll processing firms or tax firms), as may be selected by the Company in the future, to assist the Company with the implementation, administration and management of this Agreement. You understand that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission. Where a recipient is located in a country that does not benefit from an adequacy decision, the transfer of the Data to that recipient will be made pursuant to European Commission-approved standard contractual clauses, a copy of which may be obtained at privacy@laureate.net. You understand that Data will be held only as long as is necessary to implement, administer and manage your rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

Your Rights in Respect of Data. The Company will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. You are entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). You also have the right to request access to your Data as well as additional information about the processing of that Data. Further, you are entitled to object to the processing of Data or have your Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, you also are entitled to (i) restrict the processing of your Data so that it is stored but not actively processed (e.g., while the Company assesses whether you are entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by you, in a common machine-readable format. To exercise your rights, you may contact the local human resources representative. You may also contact the

relevant data protection supervisory authority, as you have the right to lodge a complaint. The data protection officer may be contacted at privacy@laureate.net .

{Glossary begins on next page}

GLOSSARY

- reference.
- (a) “**Agreement**” means this document, as amended from time to time, together with the Plan which is incorporated herein by reference.
- (b) “**Code**” means the Internal Revenue Code of 1986, as amended, and the Treasury regulations and other guidance promulgated thereunder.
- (c) “**Common Stock**” means the Class A common stock, US\$.004 par value per share, of Laureate Education, Inc.
- (d) “**Company**” means Laureate and its Subsidiaries.
- (e) “**Confidential Information**” means all non-public information concerning trade secret, know how, software, developments, inventions, processes, technology, designs, the financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media.
- (f) “**Disability**” means “Disability” as such term may be defined in any employment agreement in effect at the time of termination of employment between you and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, “Disability” shall mean a total and permanent disability as defined in the long-term disability plan of Laureate or the Subsidiary, as applicable, with which you are employed on the date as of which the existence of a Disability is to be determined.
- (g) “**Eligible Individual**” shall mean an officer or employee of, and other individual, including a non-employee director, who is a natural person providing bona fide services to or for, Laureate or any of its Subsidiaries, provided that such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for Laureate’s securities.
- [(h)* “**Good Reason**” means “Good Reason” as such term may be defined in any employment agreement in effect at the time of termination of employment between you and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, “Good Reason” shall mean, without your consent, (i) a material reduction in base salary (other than a general reduction in base salary that affects all similarly situated employees), (ii) a substantial diminution in your title, duties and responsibilities, other than any isolated, insubstantial and inadvertent failure by the Company that is not in bad faith, or (iii) a transfer of your primary workplace by more than fifty (50) miles from your current workplace; provided, however, that in any event, such conduct is not cured within ten (10) business days after you give the Company notice of such event.*]
- (i) “**Grant Date**” means the effective date of a grant of RSUs made to you as set forth in the Notice.
- (j) “**Notice**” means the statement, letter or other written notification provided to you by the Company setting forth the terms of a grant of RSUs made to you.
- (k) “**You**” or “**Your**” means the recipient of the RSUs as reflected on the applicable Notice. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to the estate, personal representative, or beneficiary to whom the RSUs may be transferred by will or by the laws of descent and distribution, the words “you” and “your” shall be deemed to include such person.

{End of Agreement}

* For only certain executives

Laureate Education, Inc.
Restricted Stock Units Notice
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan

Name of Grantee:

This Notice evidences the award of restricted stock units (each, an “**RSU**,” and collectively, the “**RSUs**”) of Laureate Education, Inc., a Delaware public benefit corporation (“**Laureate**”), that have been granted to you pursuant to the Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan, as may be amended from time to time (the “**Plan**”) and conditioned upon your agreement to the terms of the attached Restricted Stock Units Agreement (the “**Agreement**”). **You must accept this Award in the manner specified by Laureate no later than ninety days after the Grant Date. If you fail to do so, this Award will be null and void.** This Notice constitutes part of and is subject to the terms and provisions of the Agreement and the Plan, which are incorporated by reference herein. Each RSU is equivalent in value to one share of Laureate’s Common Stock and represents Laureate’s commitment to issue one share of Laureate’s Common Stock at a future date, subject to the terms of the Agreement and the Plan.

Grant Date: _____

Number of RSUs: _____

Vesting Schedule: All of the RSUs are nonvested and forfeitable as of the Grant Date. So long as you remain an Eligible Individual (as defined in the Agreement) continuously from the Grant Date through the applicable vesting dates below (each, a “**Vesting Date**”), the RSUs shall become vested pursuant to the following schedule:

<u>Vesting Date</u>	<u>Number of RSUs that become vested:</u>
December 31, [year of grant]	
December 31, [year of grant +1]	
December 31, [year of grant +2]	

If, before a Vesting Date, you cease to be an Eligible Individual due to your death or Disability, you will vest on your termination date in the number of RSUs that would have vested had you remained employed until the next scheduled Vesting Date.

If, before the final Vesting Date, but on or within the eighteen (18) months after a Change in Control, you cease to be an Eligible Individual either because the Company or its successor terminates your employment or other service relationship without Cause, or you terminate with Good Reason you will become fully vested in all remaining unvested RSUs on your termination date.

Laureate Education, Inc.

I acknowledge that I have carefully read the Agreement, the Plan, and Plan prospectus. I agree to be bound by all of the provisions set forth in the Agreement and Plan. I also consent to electronic delivery of all notices or other information with respect to the RSUs or the Company.

Signature of Grantee

Date

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February 04, 2019 5:29 PM

Laureate Education, Inc.

Restricted Stock Units Agreement
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan

1. **Terminology.** Unless otherwise provided in this Agreement or the Notice, capitalized terms used herein are defined in the Glossary at the end of this Agreement or in the Plan.
 2. **Vesting.** All of the RSUs are nonvested and forfeitable as of the Grant Date. So long as you remain an Eligible Individual continuously from the Grant Date through the applicable Vesting Date, the RSUs will become vested and nonforfeitable in accordance with the vesting provisions set forth in the Notice. Unless otherwise provided in the Notice, none of the RSUs will become vested and nonforfeitable after you cease to be an Eligible Individual.
 3. **Termination of Employment or Service.** Unless otherwise provided in the Notice, if you cease to be an Eligible Individual for any reason, all RSUs that are not then vested and nonforfeitable will be forfeited to the Company immediately and automatically upon such cessation without payment of any consideration therefor and you will have no further right, title or interest in or to such RSUs or the underlying shares of Common Stock.
 4. **Restrictions on Transfer.** Neither this Agreement nor any of the RSUs may be assigned, transferred, pledged, hypothecated or disposed of in any way, whether by operation of law or otherwise, and the RSUs shall not be subject to execution, attachment or similar process. All rights with respect to this Agreement and the RSUs shall be exercisable during your lifetime only by you or your guardian or legal representative. Notwithstanding the foregoing, the RSUs may be transferred upon your death by last will and testament or under the laws of descent and distribution.
 5. **Settlement of RSUs.**
 - (a) **Manner of Settlement.** You are not required to make any monetary payment (other than applicable tax withholding, if required) as a condition to settlement of the RSUs. Laureate will issue to you, in settlement of your RSUs and subject to the provisions of Section 6 below, the number of whole shares of Common Stock that equals the number of whole RSUs that become vested, and such vested RSUs will terminate and cease to be outstanding upon such issuance of the shares. Upon issuance of such shares, Laureate will determine the form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) and may deliver such shares on your behalf electronically to Laureate's designated stock plan administrator or such other broker-dealer as Laureate may choose at its sole discretion, within reason.
 - (b) **Timing of Settlement.** Your RSUs will be settled by Laureate, via the issuance of Common Stock as described herein, on or within thirty (30) days after the date that the RSUs become vested and nonforfeitable. However, if a scheduled issuance date falls on a Saturday, Sunday or federal holiday, such issuance date shall instead fall on the next following day that the principal executive offices of the Company are open for business. Notwithstanding the foregoing, in the event that (i) you are subject to Laureate's policy permitting officers and directors to sell shares only during certain "window" periods, in effect from time to time or you are otherwise prohibited from selling shares of Laureate's Common Stock in the public market and any shares covered by your RSUs are scheduled to be issued on a day (the "**Original Distribution Date**") that does not occur during an open "window period" applicable to you, as determined by Laureate in accordance with such policy, or does not occur on a date when you are otherwise permitted to sell shares of Laureate's Common Stock in the open market, and (ii) the Company elects not to satisfy its tax withholding obligations by withholding shares from your distribution, then such shares shall not be issued and delivered on such Original Distribution Date and shall instead be issued and delivered on the first business day of the next occurring open "window period" applicable to you pursuant to such policy (regardless of whether you are still providing continuous services at such time) or the next business day when you are not prohibited from selling shares of Laureate's Common Stock in the open market, but in no event later than the fifteenth day of the third calendar month of the calendar year following the calendar year in which the Original Distribution Date occurs. In all cases, the issuance and delivery of shares under this Agreement is intended to comply with Treasury Regulation 1.409A-1(b)(4) and shall be construed and administered in such a manner.
 6. **Tax Withholding.** On or before the time you receive a distribution of the shares subject to your RSUs, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company which arise in connection with your RSUs (the "**Withholding Taxes**"). Additionally, the
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Company may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your RSUs by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; (ii) causing you to tender a cash payment; (iii) permitting you to enter into a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "**FINRA Dealer**") whereby you irrevocably elect to sell a portion of the shares to be delivered under the Agreement to satisfy the Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company; or (iv) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the RSUs with a Fair Market Value (measured as of the date shares of Common Stock are issued to you pursuant to Section 5) equal to the amount of such Withholding Taxes; provided, however, that the number of such shares of Common Stock so withheld shall not exceed, by more than the Fair Market Value of one share of Common Stock, the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income (except as otherwise permitted by the Administrator and would not create an adverse accounting consequence or cost). Unless the tax withholding obligations of the Company are satisfied, Laureate shall have no obligation to deliver to you any Common Stock. In the event Laureate's obligation to withhold arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

7. Confidential Information: Covenant Not to Solicit.

(a) In consideration of this Award, unless otherwise provided in any employment or severance agreement entered into by and between the Company and you (in which case the corresponding provisions therein shall control), you hereby agree effective as of the date of your commencement of employment with the Company, without the Company's prior written consent, you will not, directly or indirectly:

(i) at any time during or after your employment with the Company, disclose or use any Confidential Information pertaining to the business of the Company or Affiliates, except when required to perform your duties to the Company, by law or judicial process; and

(ii) at any time during your employment with the Company and for a period of twelve (12) months thereafter, directly or indirectly (A) solicit customers or clients of the Company or Affiliates to terminate their relationship with the Company or Affiliates or otherwise solicit such customers or clients to compete with any business of the Company or Affiliates or (B) solicit or offer employment to any person who is, or has been at any time during the twelve (12) months immediately preceding the termination of your employment employed by the Company or Affiliates.

If you are bound by any other agreement with the Company regarding the use or disclosure of Confidential Information, the provisions of this Section shall be read in such a way as to further restrict and not to permit any more extensive use or disclosure of Confidential Information.

(b) Notwithstanding clause (a) above, if at any time a court holds that the restrictions stated in such clause (a) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period or scope determined to be reasonable under such circumstances by such court will be substituted for the stated period or scope. Because your services are unique and because you have had access to Confidential Information, you agree that money damages will be an inadequate remedy for any breach of this Section. In the event of a breach or threatened breach of this Section, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

(c) In the event that you breach any of the provisions of this Section, in addition to all other remedies that may be available to the Company, all vested and unvested RSUs shall be cancelled for no consideration and you must account for and pay over to the Company all compensation, profits, monies, or other benefits derived or received by you under this Agreement, including any portion of the RSUs that have been settled or proceeds thereon realized by you and all amounts paid to you upon the sale of shares of Common Stock you received under this Agreement.

8. Adjustments for Corporate Transactions and Other Events.

(a) Stock Dividend, Stock Split and Reverse Stock Split. Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of outstanding RSUs shall, without

further action of the Administrator, be adjusted to reflect such event; provided, however, that any fractional RSUs resulting from any such adjustment shall be eliminated. Adjustments under this paragraph will be made by the Administrator, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If Laureate shall be the surviving or resulting corporation in any merger or consolidation and the Common Stock shall be converted into other securities, the RSUs shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to the RSUs would have been entitled. If the stockholders of Laureate receive by reason of any distribution in total or partial liquidation or pursuant to any merger of Laureate or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of Laureate's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of shares of Common Stock subject to the RSUs would have been entitled, in the same manner and to the same extent as the RSUs.

9. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement shall alter your at-will or other employment status or other service relationship with the Company, nor be construed as a contract of employment or service relationship between the Company and you, or as a contractual right of you to continue in the employ of, or in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to discharge you at any time with or without cause or notice and whether or not such discharge results in the forfeiture of any nonvested and forfeitable RSUs or any other adverse effect on your interests under the Plan.

10. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any shares of Common Stock that may be issued in settlement of the RSUs until such shares of Common Stock have been issued to you. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date such shares are issued, except as provided in Section 10 of the Plan.

11. The Company's Rights. The existence of the RSUs shall not affect in any way the right or power of Laureate or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

12. Restrictions on Issuance of Shares. The issuance of shares of Common Stock upon settlement of the RSUs shall be subject to and in compliance with all applicable requirements of federal, state, or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of Laureate to obtain from any regulatory body having jurisdiction the authority, if any, deemed by Laureate's legal counsel to be necessary to the lawful issuance of any shares subject to the RSUs shall relieve Laureate of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the RSUs, Laureate may require you to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by Laureate.

13. Notices. All notices and other communications made or given pursuant to this Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by Laureate to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to Laureate, or in the case of notices delivered to Laureate by you, addressed to the Administrator, care of Laureate for the attention of its Secretary at its principal executive office or, in either case, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties. Notwithstanding the foregoing, Laureate may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this award of RSUs by electronic means or to request your consent to participate in the Plan or accept this award of RSUs by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by Laureate or another third party designated by Laureate.

14. Entire Agreement. This Agreement, together with the relevant Notice and the Plan, contain the entire agreement between the parties with respect to the RSUs granted hereunder. Any oral

or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the RSUs granted hereunder shall be void and ineffective for all purposes.

15. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the RSUs as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by each of the parties hereto.

16. Section 409A. This Agreement and the RSUs granted hereunder are intended to fit within the "short-term deferral" exemption from Section 409A of the Code as set forth in Treasury Regulation Section 1.409A-1(b)(4). In administering this Agreement, Laureate shall interpret this Agreement in a manner consistent with such exemption. Notwithstanding the foregoing, if it is determined that the RSUs fail to satisfy the requirements of the short-term deferral rule and are otherwise deferred compensation subject to Section 409A, and if you are a "Specified Employee" (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of your separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), then the issuance of any shares that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the separation from service, but if and only if such delay in the issuance of the shares is necessary to avoid the imposition of additional taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

17. No Obligation to Minimize Taxes. The Company has no duty or obligation to minimize the tax consequences to you of this award of RSUs and shall not be liable to you for any adverse tax consequences to you arising in connection with this award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this award and by signing the Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so.

18. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is available upon request to the Administrator.

19. No Funding. This Agreement constitutes an unfunded and unsecured promise by Laureate to issue shares of Common Stock in the future in accordance with its terms. You have the status of a general unsecured creditor of Laureate as a result of receiving the grant of RSUs.

20. Effect on Other Employee Benefit Plans. The value of the RSUs subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's employee benefit plans.

21. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. As a condition of this Agreement, you agree that you will not bring any action arising under, as a result of, pursuant to or relating to, this Agreement in any court other than a federal or state court in the districts which include Baltimore, Maryland, and you hereby agree and submit to the personal jurisdiction of any federal court located in the district which includes Baltimore, Maryland or any state court in the district which includes Baltimore, Maryland. You further agree that you will not deny or attempt to defeat such personal jurisdiction or object to venue by motion or other request for leave from any such court.

22. Resolution of Disputes. Any dispute or disagreement which shall arise under, or as a result of, or pursuant to or relating to, this Agreement shall be determined by the Administrator in good faith in its absolute and uncontrolled discretion, and any such determination or any other determination by the Administrator under or pursuant to this Agreement and any interpretation by the Administrator of the terms of this Agreement, will be final, binding and conclusive on all persons affected thereby. You agree that before you may bring any legal action arising under, as a result of, pursuant to or relating to, this Agreement you will first exhaust your administrative remedies before the Administrator. You further agree that in the event that the Administrator does not resolve any dispute or disagreement arising under, as a

result of, pursuant to or relating to, this Agreement to your satisfaction, no legal action may be commenced or maintained relating to this Agreement more than twenty-four (24) months after the Administrator's decision.

23. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

24. Electronic Delivery of Documents. By your signing the Notice, you (i) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the RSUs, and any reports of Laureate provided generally to Laureate's stockholders; (ii) acknowledge that you may receive from Laureate a paper copy of any documents delivered electronically at no cost to you by contacting Laureate by telephone or in writing; (iii) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying Laureate of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

25. No Future Entitlement. By your signing the Notice, you acknowledge and agree that: (i) the grant of a RSU award is a one-time benefit which does not create any contractual or other right to receive future grants of RSUs, or compensation in lieu of RSUs, even if RSUs have been granted repeatedly in the past; (ii) all determinations with respect to any such future grants and the terms thereof will be at the sole discretion of the Administrator; (iii) the value of the RSUs is an extraordinary item of compensation which is outside the scope of your employment contract, if any; (iv) the value of the RSUs is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (v) the vesting of the RSUs ceases when you cease to be an Eligible Individual, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (vi) the Company does not guarantee any future value of the RSUs; and (vii) no claim or entitlement to compensation or damages arises if the RSUs decrease or do not increase in value and you irrevocably release the Company from any such claim that does arise.

26. Personal Data.

You voluntarily consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other Plan materials ("**Data**") by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing your participation in the Plan.

You understand that the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering, and managing the Plan.

You understand that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different, including less stringent, data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting a local human resources representative. You authorize the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing participation in the Plan.

You understand that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. You understand that if you reside in certain jurisdictions outside the United States, to the extent required by applicable laws, you may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting the RSUs, in any case without cost, by contacting in writing a local human resources representative. Further, you understand that you are providing these consents on a purely voluntary basis. If you do not consent or if you later seek to revoke consent, your engagement as a service provider with the Company or an Affiliate will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company will not be able to grant you RSUs under the Plan or administer or maintain the RSUs. Therefore, you

understand that refusing or withdrawing your consent may affect your ability to participate in the Plan (including the right to retain the RSUs). You understand that you may contact a local human resources representative for more information on the consequences of refusal to consent or withdrawal of consent.

{Glossary begins on next page}

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GLOSSARY

- reference.
- (a) “**Agreement**” means this document, as amended from time to time, together with the Plan which is incorporated herein by reference.
- (b) “**Code**” means the Internal Revenue Code of 1986, as amended, and the Treasury regulations and other guidance promulgated thereunder.
- (c) “**Common Stock**” means the Class A common stock, US\$.004 par value per share, of Laureate Education, Inc.
- (d) “**Company**” means Laureate and its Subsidiaries.
- (e) “**Confidential Information**” means all non-public information concerning trade secret, know how, software, developments, inventions, processes, technology, designs, the financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media.
- (f) “**Disability**” means “Disability” as such term may be defined in any employment agreement in effect at the time of termination of employment between you and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, “Disability” shall mean a total and permanent disability as defined in the long-term disability plan of Laureate or the Subsidiary, as applicable, with which you are employed on the date as of which the existence of a Disability is to be determined.
- (g) “**Eligible Individual**” shall mean an officer or employee of, and other individual, including a non-employee director, who is a natural person providing bona fide services to or for, Laureate or any of its Subsidiaries, provided that such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for Laureate’s securities.
- (h) “**Good Reason**” means “Good Reason” as such term may be defined in any employment agreement in effect at the time of termination of employment between you and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, “Good Reason” shall mean, without your consent, (i) a material reduction in base salary (other than a general reduction in base salary that affects all similarly situated employees), (ii) a substantial diminution in your title, duties and responsibilities, other than any isolated, insubstantial and inadvertent failure by the Company that is not in bad faith, or (iii) a transfer of your primary workplace by more than fifty (50) miles from your current workplace; provided, however, that in any event, such conduct is not cured within ten (10) business days after you give the Company notice of such event.
- (i) “**Grant Date**” means the effective date of a grant of RSUs made to you as set forth in the Notice.
- (j) “**Notice**” means the statement, letter or other written notification provided to you by the Company setting forth the terms of a grant of RSUs made to you.
- (k) “**You**” or “**Your**” means the recipient of the RSUs as reflected on the applicable Notice. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to the estate, personal representative, or beneficiary to whom the RSUs may be transferred by will or by the laws of descent and distribution, the words “you” and “your” shall be deemed to include such person.

{End of Agreement}

**Laureate Education, Inc.
Performance Share Units Notice
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan**

Name of Grantee:

This Notice evidences the award of Performance Share Units (each, a “PSU,” and collectively, the “PSUs”) of Laureate Education, Inc., a Delaware public benefit corporation (“Laureate”), that have been granted to you pursuant to the Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan, as may be amended from time to time (the “Plan”) and conditioned upon your agreement to the terms of the attached Performance Share Units Agreement (the “Agreement”). **You must accept this Award in the manner specified by Laureate no later than ninety days after the Grant Date. If you fail to do so, this Award will be null and void.** This Notice constitutes part of and is subject to the terms and provisions of the Agreement and the Plan, which are incorporated by reference herein. Each PSU is equivalent in value to one share of Laureate’s Common Stock and represents Laureate’s commitment to issue one share of Laureate’s Common Stock at a future date, subject to the terms of the Agreement and the Plan.

Grant Date: _____

Number of PSUs: _____

Vesting Schedule: All of the PSUs are nonvested and forfeitable as of the Grant Date. So long as you remain an Eligible Individual (as defined in the Agreement) continuously from the Grant Date through the applicable Vesting Dates (noted in the chart below), this Award shall become vested with respect to the following percentages of PSUs subject to this Award upon the applicable Vesting Date if the Administrator determines that the Company attained the applicable Adjusted EBITDA Target in the chart below in the applicable Fiscal Year, as follows:

If, in this Fiscal Year:	The Company achieves this Adjusted EBITDA Target:	Then this Percentage of PSUs will vest:	On the following Vesting Date:
[Year of Grant]		33.33%	March 15, [Year of Grant + 1]
[Year of Grant + 1]		33.33%	March 15, [Year of Grant + 2]
[Year of Grant + 2]		33.33%	March 15, [Year of Grant + 3]

If the Administrator determines that the Company has not attained the Adjusted EBITDA Target for a Fiscal Year, then the portion of the PSUs eligible to vest based on that Fiscal Year’s performance shall be forfeited immediately upon such determination and be of no further effect. The Administrator’s determination will be final and binding on you and all other interested parties. Vesting is rounded down to the nearest whole PSU on the interim Vesting Dates and rounded up on the final Vesting Date. Unless earlier forfeited in accordance with the Notice and Agreement, all unvested PSUs will be forfeited as of March 15, [Year of Grant + 3].

Qualifying Termination: If you cease to be an Eligible Individual coincident with or within eighteen (18) months after a Change in Control as a result of an involuntary termination without Cause by your employer (a “Qualifying Termination”), to the extent not already vested or previously forfeited, that portion of your PSUs that would otherwise have become vested and nonforfeitable had the Company achieved the annual Performance Goal in the Fiscal Years ending before, coincident with or immediately subsequent to the effective time of your Qualifying Termination will become vested and nonforfeitable immediately prior to the effective date of your Qualifying Termination and the balance of the unvested portion of the PSUs shall terminate without becoming vested on the date of your Qualifying Termination.

Termination by Death or Disability: In the event you cease to be an Eligible Individual by reason of death or Disability, any portion of the PSUs which would have been eligible, but for the termination of eligibility, to vest if the annual Performance Goal for the calendar year during which the termination of eligibility occurred is achieved will remain outstanding until the Administrator determines whether the applicable annual Performance Goal has been achieved and will become vested and nonforfeitable if and when the Administrator determines that the applicable annual Performance Goal has been achieved and will be forfeited without becoming vested on the date the Administrator determines that the applicable annual Performance Goal has not been achieved, and the balance of the unvested portion of the PSUs shall terminate without becoming vested on your service termination date.

Other Termination: In the event you cease to be an Eligible Individual after the close of a Fiscal Year but before the Administrator has determined whether the annual Performance Goal for such Fiscal Year has been achieved, and such cessation of service is not the result of your death, Disability or a Qualifying Termination, any portion of the PSUs which would have been eligible, but for the termination of eligibility, to vest if the annual Performance Goal for such Fiscal Year is achieved will remain outstanding until the Administrator determines whether the applicable annual Performance Goal has been achieved and will become vested and nonforfeitable if and when the Administrator determines that the applicable annual Performance Goal has been achieved and will be forfeited without becoming vested on the date the Administrator determines that the applicable annual Performance Goal has not been achieved, and the balance of the unvested portion of the PSUs shall terminate without becoming vested on your service termination date.

Laureate Education, Inc.

Date

I acknowledge that I have carefully read the Agreement, the Plan, and Plan prospectus. I agree to be bound by all of the provisions set forth in the Agreement and Plan. I acknowledge that I have received a copy of the Recoupment Policy and acknowledge and agree that the terms of the Recoupment Policy shall be applicable to the PSUs and any Shares issued upon settlement of the PSUs. I also consent to electronic delivery of all notices or other information with respect to the PSUs or the Company.

Signature of Grantee

Date

Laureate Education, Inc.
Performance Share Units Agreement
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan

1. **Terminology.** Unless otherwise provided in this Agreement or the Notice, capitalized terms used herein are defined in the Glossary at the end of this Agreement or in the Plan.
 2. **Vesting.** All of the PSUs are nonvested and forfeitable as of the Grant Date. So long as you remain an Eligible Individual continuously from the Grant Date through the applicable date upon which vesting is scheduled to occur, the PSUs will become vested and nonforfeitable in accordance with the vesting provisions set forth in the Notice. Unless otherwise provided in the Notice, none of the PSUs will become vested and nonforfeitable after you cease to be an Eligible Individual.
 3. **Termination of Employment or Service.** Unless otherwise provided in the Notice, if you cease to be an Eligible Individual for any reason, all PSUs that are not then vested and nonforfeitable will be forfeited to the Company immediately and automatically upon such cessation without payment of any consideration therefor and you will have no further right, title or interest in or to such PSUs or the underlying shares of Common Stock.
 4. **Restrictions on Transfer.** Neither this Agreement nor any of the PSUs may be assigned, transferred, pledged, hypothecated or disposed of in any way, whether by operation of law or otherwise, and the PSUs shall not be subject to execution, attachment or similar process. All rights with respect to this Agreement and the PSUs shall be exercisable during your lifetime only by you or your guardian or legal representative. Notwithstanding the foregoing, the PSUs may be transferred upon your death by last will and testament or under the laws of descent and distribution.
 5. **Settlement of PSUs.**
 - (a) **Manner of Settlement.** You are not required to make any monetary payment (other than applicable tax withholding, if required) as a condition to settlement of the PSUs. Laureate will issue to you, in settlement of your PSUs and subject to the provisions of Section 6 below, the number of whole shares of Common Stock that equals the number of whole PSUs that become vested, and such vested PSUs will terminate and cease to be outstanding upon such issuance of the shares. Upon issuance of such shares, Laureate will determine the form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) and may deliver such shares on your behalf electronically to Laureate's designated stock plan administrator or such other broker-dealer as Laureate may choose at its sole discretion, within reason.
 - (b) **Timing of Settlement.** Your PSUs will be settled by Laureate, via the issuance of Common Stock as described herein, on or within thirty (30) days after the date that the PSUs become vested and nonforfeitable. However, if a scheduled issuance date falls on a Saturday, Sunday or federal holiday, such issuance date shall instead fall on the next following day that the principal executive offices of the Company are open for business. Notwithstanding the foregoing, in the event that (i) you are subject to Laureate's policy permitting officers and directors to sell shares only during certain "window periods", in effect from time to time or you are otherwise prohibited from selling shares of Laureate's Common Stock in the public market and any shares covered by your PSUs are scheduled to be issued on a day (the "**Original Distribution Date**") that does not occur during an open "window period" applicable to you, as determined by Laureate in accordance with such policy, or does not occur on a date when you are otherwise permitted to sell shares of Laureate's Common Stock in the open market, and (ii) the Company elects not to satisfy its tax withholding obligations by withholding shares from your distribution, then such shares shall not be issued and delivered on such Original Distribution Date and shall instead be issued and delivered on the first business day of the next occurring open "window period" applicable to you pursuant to such policy (regardless of whether you are still providing continuous services at such time) or the next business day when you are not prohibited from selling shares of Laureate's Common Stock in the open market, but in no event later than the fifteenth day of the third calendar month of the calendar year following the calendar year in which the Original Distribution Date occurs. In all cases, the issuance and delivery of shares under this Agreement is intended to comply with Treasury Regulation 1.409A-1(b)(4) and shall be construed and administered in such a manner.
 6. **Tax Withholding.** On or before the time you receive a distribution of the shares subject to your PSUs, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision
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in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company which arise in connection with your PSUs (the "**Withholding Taxes**"). Additionally, the Company may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your PSUs by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; (ii) causing you to tender a cash payment; (iii) permitting you to enter into a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "**FINRA Dealer**") whereby you irrevocably elect to sell a portion of the shares to be delivered under the Agreement to satisfy the Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company; or (iv) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the PSUs with a Fair Market Value (measured as of the date shares of Common Stock are issued to you pursuant to Section 5) equal to the amount of such Withholding Taxes; provided, however, that the number of such shares of Common Stock so withheld shall not exceed, by more than the Fair Market Value of one share of Common Stock, the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income (except as otherwise permitted by the Administrator and would not create an adverse accounting consequence or cost). Unless the tax withholding obligations of the Company are satisfied, Laureate shall have no obligation to deliver to you any Common Stock. In the event Laureate's obligation to withhold arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

7. Confidential Information; Covenant Not to Compete; Covenant Not to Solicit.

(a) In consideration of this Award, unless otherwise provided in any employment or severance agreement entered into by and between the Company and you (in which case the corresponding provisions therein shall control), you hereby agree effective as of the date of your commencement of employment with the Company, without the Company's prior written consent, you will not, directly or indirectly:

(i) at any time during or after your employment with the Company, disclose or use any Confidential Information pertaining to the business of the Company or Affiliates, except when required to perform your duties to the Company, by law or judicial process;

(ii) at any time during your employment with the Company and for a period of two years thereafter, directly or indirectly, act as a proprietor, investor, director, officer, employee, substantial stockholder, consultant, or partner in any business that directly competes, at the relevant determination date, with the post-secondary business of the Company or any of its Affiliates in any geographic area where the Company or its Affiliates manufactures, produces, sells, leases, rents, licenses or otherwise provides products or services; and

(iii) at any time during your employment with the Company and for a period of two years thereafter, directly or indirectly (A) solicit customers or clients of the Company or Affiliates to terminate their relationship with the Company or Affiliates or otherwise solicit such customers or clients to compete with any business of the Company or Affiliates or (B) solicit or offer employment to any person who is, or has been at any time during the twelve (12) months immediately preceding the termination of your employment employed by the Company or Affiliates.

For the purposes of subsection (a)(ii) above, you may, directly or indirectly own, solely as an investment, securities of any entity engaged in the business of the Company or its Affiliates which are publicly traded on a national or regional stock exchange or quotation system or on the over-the-counter market if you (I) are not a controlling person of, or a member of a group which controls, such entity, and (II) do not, directly or indirectly, own 5% or more of any class of securities of such entity.

If you are bound by any other agreement with the Company regarding the use or disclosure of Confidential Information, the provisions of this Section shall be read in such a way as to further restrict and not to permit any more extensive use or disclosure of Confidential Information.

(b) Notwithstanding clause (a) above, if at any time a court holds that the restrictions stated in such clause (a) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period, scope or geographic area determined to be reasonable under such circumstances by such court will be substituted for the stated period, scope or area. Because your services are unique and because you have had access to Confidential Information,

you agree that money damages will be an inadequate remedy for any breach of this Section. In the event of a breach or threatened breach of this Section, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

(c) In the event that you breach any of the provisions of this Section, in addition to all other remedies that may be available to the Company, all vested and unvested PSUs shall be cancelled for no consideration and you must account for and pay over to the Company all compensation, profits, monies, or other benefits derived or received by you under this Agreement, including any portion of the PSUs that have been settled or proceeds thereon realized by you and all amounts paid to you upon the sale of shares of Common Stock you received under this Agreement.

8. Adjustments for Corporate Transactions and Other Events.

(a) Stock Dividend, Stock Split and Reverse Stock Split. Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of outstanding PSUs shall, without further action of the Administrator, be adjusted to reflect such event; provided, however, that any fractional PSUs resulting from any such adjustment shall be eliminated. Adjustments under this paragraph will be made by the Administrator, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If Laureate shall be the surviving or resulting corporation in any merger or consolidation and the Common Stock shall be converted into other securities, the PSUs shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to the PSUs would have been entitled. If the stockholders of Laureate receive by reason of any distribution in total or partial liquidation or pursuant to any merger of Laureate or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of Laureate's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of shares of Common Stock subject to the PSUs would have been entitled, in the same manner and to the same extent as the PSUs.

9. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement shall alter your at-will or other employment status or other service relationship with the Company, nor be construed as a contract of employment or service relationship between the Company and you, or as a contractual right of you to continue in the employ of, or in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to discharge you at any time with or without cause or notice and whether or not such discharge results in the forfeiture of any nonvested and forfeitable PSUs or any other adverse effect on your interests under the Plan.

10. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any shares of Common Stock that may be issued in settlement of the PSUs until such shares of Common Stock have been issued to you. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date such shares are issued, except as provided in Section 10 of the Plan.

11. The Company's Rights. The existence of the PSUs shall not affect in any way the right or power of Laureate or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

12. Restrictions on Issuance of Shares. The issuance of shares of Common Stock upon settlement of the PSUs shall be subject to and in compliance with all applicable requirements of federal, state, or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of Laureate to obtain from any regulatory body having jurisdiction the authority, if any, deemed by Laureate's legal counsel to be necessary to the lawful issuance of any shares subject to the PSUs shall relieve Laureate of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the PSUs, Laureate may require you to satisfy any

qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

13. Notices. All notices and other communications made or given pursuant to this Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by Laureate to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to Laureate, or in the case of notices delivered to Laureate by you, addressed to the Administrator, care of Laureate for the attention of its Secretary at its principal executive office or, in either case, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties. Notwithstanding the foregoing, Laureate may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this award of PSUs by electronic means or to request your consent to participate in the Plan or accept this award of PSUs by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by Laureate or another third party designated by Laureate.

14. Entire Agreement. This Agreement, together with the relevant Notice and the Plan, contain the entire agreement between the parties with respect to the PSUs granted hereunder. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the PSUs granted hereunder shall be void and ineffective for all purposes.

15. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the PSUs as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by each of the parties hereto.

16. Section 409A. This Agreement and the PSUs granted hereunder are intended to fit within the "short-term deferral" exemption from Section 409A of the Code as set forth in Treasury Regulation Section 1.409A-1(b)(4). In administering this Agreement, Laureate shall interpret this Agreement in a manner consistent with such exemption. Notwithstanding the foregoing, if it is determined that the PSUs fail to satisfy the requirements of the short-term deferral rule and are otherwise deferred compensation subject to Section 409A, and if you are a "Specified Employee" (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of your separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), then the issuance of any shares that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the separation from service, but if and only if such delay in the issuance of the shares is necessary to avoid the imposition of additional taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

17. No Obligation to Minimize Taxes. The Company has no duty or obligation to minimize the tax consequences to you of this award of PSUs and shall not be liable to you for any adverse tax consequences to you arising in connection with this award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this award and by signing the Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so.

18. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is available upon request to the Administrator.

19. No Funding. This Agreement constitutes an unfunded and unsecured promise by Laureate to issue shares of Common Stock in the future in accordance with its terms. You have the status of a general unsecured creditor of Laureate as a result of receiving the grant of PSUs.

20. Effect on Other Employee Benefit Plans. The value of the PSUs subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company, except as such

plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's employee benefit plans.

21. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. As a condition of this Agreement, you agree that you will not bring any action arising under, as a result of, pursuant to or relating to, this Agreement in any court other than a federal or state court in the districts which include Baltimore, Maryland, and you hereby agree and submit to the personal jurisdiction of any federal court located in the district which includes Baltimore, Maryland or any state court in the district which includes Baltimore, Maryland. You further agree that you will not deny or attempt to defeat such personal jurisdiction or object to venue by motion or other request for leave from any such court.

22. Resolution of Disputes. Any dispute or disagreement which shall arise under, or as a result of, or pursuant to or relating to, this Agreement shall be determined by the Administrator in good faith in its absolute and uncontrolled discretion, and any such determination or any other determination by the Administrator under or pursuant to this Agreement and any interpretation by the Administrator of the terms of this Agreement, will be final, binding and conclusive on all persons affected thereby. You agree that before you may bring any legal action arising under, as a result of, pursuant to or relating to, this Agreement you will first exhaust your administrative remedies before the Administrator. You further agree that in the event that the Administrator does not resolve any dispute or disagreement arising under, as a result of, pursuant to or relating to, this Agreement to your satisfaction, no legal action may be commenced or maintained relating to this Agreement more than twenty-four (24) months after the Administrator's decision.

23. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

24. Electronic Delivery of Documents. By your signing the Notice, you (i) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the PSUs, and any reports of Laureate provided generally to Laureate's stockholders; (ii) acknowledge that you may receive from Laureate a paper copy of any documents delivered electronically at no cost to you by contacting Laureate by telephone or in writing; (iii) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying Laureate of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

25. No Future Entitlement. By your signing the Notice, you acknowledge and agree that: (i) the grant of a PSU award is a one-time benefit which does not create any contractual or other right to receive future grants of PSUs, or compensation in lieu of PSUs, even if PSUs have been granted repeatedly in the past; (ii) all determinations with respect to any such future grants and the terms thereof will be at the sole discretion of the Administrator; (iii) the value of the PSUs is an extraordinary item of compensation which is outside the scope of your employment contract, if any; (iv) the value of the PSUs is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (v) the vesting of the PSUs ceases when you cease to be an Eligible Individual, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (vi) the Company does not guarantee any future value of the PSUs; and (vii) no claim or entitlement to compensation or damages arises if the PSUs decrease or do not increase in value and you irrevocably release the Company from any such claim that does arise.

[US Data Protection Provisions]

26. Personal Data.

You voluntarily consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other Plan materials ("**Data**") by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing your participation in the Plan.

You understand that the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth,

social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering, and managing the Plan.

You understand that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different, including less stringent, data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting a local human resources representative. You authorize the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing participation in the Plan.

You understand that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. You understand that if you reside in certain jurisdictions outside the United States, to the extent required by applicable laws, you may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting the PSUs, in any case without cost, by contacting in writing a local human resources representative. Further, you understand that you are providing these consents on a purely voluntary basis. If you do not consent or if you later seek to revoke consent, your engagement as a service provider with the Company or an Affiliate will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company will not be able to grant you PSUs under the Plan or administer or maintain the PSUs. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan (including the right to retain the PSUs). You understand that you may contact a local human resources representative for more information on the consequences of refusal to consent or withdrawal of consent.

[EU Data Protection Provisions]

Personal Data.

Data Collected and Purposes of Collection. You understand that the Company, acting as controller, as well as the employing Affiliate, may collect, to the extent permissible under applicable law, certain personal information about you, including name, home address and telephone number, information necessary to process the RSUs (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in the Company (but only where needed for legal or tax compliance), any other information necessary to process mandatory tax withholding and reporting, details of all RSUs granted, canceled, vested, unvested or outstanding in your favor, and where applicable service termination date and reason for termination (all such personal information is referred to as "**Data**"). The Data is collected from you, the employing Affiliate, and from the Company, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for you to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If you do not provide Data, you will not be able to participate in the Plan and become a party to this Agreement.

Transfers and Retention of Data. You understand that the employing Affiliate will transfer Data to the Company for purposes of plan administration. The Company and the employing Affiliate may also transfer your Data to other service providers (such as accounting firms, payroll processing firms or tax firms), as may be selected by the Company in the future, to assist the Company with the implementation, administration and management of this Agreement. You understand that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission. Where a recipient is located in a country that does not benefit from an adequacy decision, the transfer of the Data to that recipient will be made pursuant to European Commission-approved standard contractual clauses, a copy of which may be obtained at privacy@laureate.net. You understand that Data will be held only as long as is necessary to implement, administer and manage your rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

Your Rights in Respect of Data. The Company will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. You are entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). You also have the right to request access to your Data as well as additional information about the processing of that Data. Further, you are entitled to object to the processing of Data or have your Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, you also are entitled to (i) restrict the processing of your Data so that it is stored but not actively processed (e.g., while the Company assesses whether you are entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by you, in a common machine-readable format. To exercise your rights, you may contact the local human resources representative. You may also contact the relevant data protection supervisory authority, as you have the right to lodge a complaint. The data protection officer may be contacted at privacy@laureate.net.

{Glossary begins on next page}

GLOSSARY

(a) “**Adjusted EBITDA**” for any fiscal year will mean the Operating Income (Loss), as stated on the audited Consolidated Statement of Income of Laureate Education, Inc. and Subsidiaries (collectively “Laureate” or “the Company”), PLUS/(MINUS) (to the extent included in Operating Income), all calculated on an Fx Neutral basis, all fairly and appropriately adjusted for Additional Adjustments:

1. depreciation and amortization expenses;
2. share-based compensation expenses, as defined by ASC 718;
3. impairment costs as recognized on the Company’s financial statements for tangible or intangible assets to the extent described in the financial statements;
4. transaction expenses in connection with financings, including fees and costs related to the issuance or modification of any indebtedness;
5. (gains)/charges, net of insurance proceeds, resulting from a Force Majeure event in any of the Company’s operating regions;
6. charges, expenses and VAT relating to tax efficient repatriation strategies;
7. (gains)/losses on the disposition of the Company’s assets (excluding (gains)/losses on dispositions of furniture and equipment in the ordinary course of business), investments, operations that qualify as businesses under ASC 805, and/or entities as defined under ASC 810;
8. all expenses related to any public or private offering of the Company’s securities that are not netted with the offering proceeds and have not been capitalized;
9. costs related to the restructuring or reduction in force (as defined in ASC 420 or ASC 712), to the extent described in the financial statements;
10. (gains)/expenses related to the establishment or changes in contingent liabilities and indemnification assets or contingent liabilities where there is an unrecorded indemnification asset booked in connection with the acquisition of business but only if attributable to a period prior to the acquisition of a business;
11. (gains)/expenses for a litigation case, net of insurance proceeds or indemnification, if applicable, if the (gains)/expenses are in excess of \$5 million; and
12. expenses related to implementation of the Company’s EiP initiative, to the extent quantified in the footnotes to the financial statements.

“Additional Adjustments” shall mean:

1. Adjusted EBITDA (as defined above to the extent such items are disclosed in the financial statements of the affiliate) for any affiliate accounted for as an equity method investment;
2. implications from the expropriation or deconsolidation of Company assets or a Company business required by or resulting from the actions of any government or government agency; with the Adjusted EBITDA from any such business during the LTM prior to expropriation, multiplied by an earnings growth rate of 1.09 compounded annually from the date of expropriation or deconsolidation, added to that fiscal year’s Adjusted EBITDA; and
3. changes in US GAAP, or the application thereof, subsequent to the issuance of the Company’s 2015 audited financial statements, promulgated by accounting standard setters or changes in local laws and regulations.

If the Company makes an acquisition or disposition of a business or a segment of a business in any year, the Adjusted EBITDA result for such year and subsequent years will be adjusted to

exclude the financial results from any such acquisition or to include the prospective forecasted results for any such disposition consummated during the relevant period.

Notwithstanding any provision hereof to the contrary, to the extent any goal or target has been adjusted to include or exclude any of the foregoing adjustments, such adjustment will be excluded from the calculation of Adjusted EBITDA hereunder.

“Fx Neutral” shall mean the application of the Foreign Exchange Spot Rates, as defined below, to the audited financial statements of the Company for each fiscal year for which an Adjusted EBITDA target is calculated.

“Foreign Exchange Spot Rates” shall equal the foreign exchange spot rates used to translate the audited Balance Sheet of Laureate Education, Inc. and Consolidated Subsidiaries at December 31, [year of grant].

(b) “**Agreement**” means this document, as amended from time to time, together with the Plan which is incorporated herein by reference.

(c) “**Code**” means the Internal Revenue Code of 1986, as amended, and the Treasury regulations and other guidance promulgated thereunder.

(d) “**Common Stock**” means the Class A common stock, US\$.004 par value per share, of Laureate Education, Inc.

(e) “**Company**” means Laureate and its Subsidiaries.

(f) “**Confidential Information**” means all non-public information concerning trade secret, know how, software, developments, inventions, processes, technology, designs, the financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media.

(g) “**Disability**” means “Disability” as such term may be defined in any employment agreement in effect at the time of termination of employment between you and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, “Disability” shall mean a total and permanent disability as defined in the long-term disability plan of Laureate or the Subsidiary, as applicable, with which you are employed on the date as of which the existence of a Disability is to be determined.

(h) “**Eligible Individual**” shall mean an officer or employee of, and other individual, including a non-employee director, who is a natural person providing bona fide services to or for, Laureate or any of its Subsidiaries, provided that such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for Laureate’s securities.

(i) “**Fiscal Year**” means the twelve month period ending December 31 of any given calendar year.

(j) “**Grant Date**” means the effective date of a grant of PSUs made to you as set forth in the Notice.

(k) “**Notice**” means the statement, letter or other written notification provided to you by the Company setting forth the terms of a grant of PSUs made to you.

(l) “**You**” or “**Your**” means the recipient of the PSUs as reflected on the applicable Notice. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to the estate, personal representative, or beneficiary to whom the PSUs may be transferred by will or by the laws of descent and distribution, the words “you” and “your” shall be deemed to include such person.

{End of Agreement}

**Laureate Education, Inc.
Performance Share Units Notice
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan**

Name of Grantee:

This Notice evidences the award of Performance Share Units (each, a “PSU,” and collectively, the “PSUs”) of Laureate Education, Inc., a Delaware public benefit corporation (“Laureate”), that have been granted to you pursuant to the Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan, as may be amended from time to time (the “Plan”) and conditioned upon your agreement to the terms of the attached Performance Share Units Agreement (the “Agreement”). **You must accept this Award in the manner specified by Laureate no later than ninety days after the Grant Date. If you fail to do so, this Award will be null and void.** This Notice constitutes part of and is subject to the terms and provisions of the Agreement and the Plan, which are incorporated by reference herein. Each PSU is equivalent in value to one share of Laureate’s Common Stock and represents Laureate’s commitment to issue one share of Laureate’s Common Stock at a future date, subject to the terms of the Agreement and the Plan.

Grant Date: _____

Number of PSUs: _____

Overview: One-third of the total number of PSUs granted will be eligible to vest each Fiscal Year. With respect to the first and second Fiscal Years ([Year of Grant] and [Year of Grant +1]), vesting is based upon the achievement of targets related to the following two Performance Goals, as further described below: Adjusted EBITDA Margin and Total Enrollment. With respect to the third Fiscal Year ([Year of Grant +2]), vesting is solely time based.

In general, the portion of PSUs eligible to vest in a Fiscal Year will vest as follows, subject to the additional terms and conditions set forth in this Agreement:

Performance Metric or Time Based	Fiscal Year			On the following Vesting Date:
	[Year of Grant]	[Year of Grant +1]	[Year of Grant +2]	
Adjusted EBITDA Margin	50%	50%	N/A	March 15, [Year of Grant +1]
Total Enrollment	50%	50%	N/A	March 15, [Year of Grant +2]
Time Based .	N/A	N/A	100%	March 15, [Year of Grant +3]

Vesting Schedule: All of the PSUs are nonvested and forfeitable as of the Grant Date. So long as you remain an Eligible Individual continuously from the Grant Date through the applicable Vesting Dates (set forth in the charts below), this Award shall become vested with respect to the following percentages of PSUs subject to this Award upon the applicable Vesting Date if the Administrator determines that the Company attained the applicable targets set forth below in the applicable Fiscal Year, as follows:

- A. **Adjusted EBITDA Margin.** Fifty percent (50%) of the number of PSUs granted hereunder shall be subject to the Adjusted EBITDA Margin Performance Goal (the “Margin PSUs”). The percentage of Margin PSUs that may be earned and vested is a function of the extent to which the performance levels described in the table below are achieved in the applicable Fiscal Year. For Fiscal Year [Year of Grant +2], there are no performance levels required to be achieved for vesting, only the elapse of time.

Adjusted EBITDA Margin						
In Fiscal Year:	This percentage of Margin PSUs is eligible to vest:	If the THRESHOLD performance level achieved is:	Then this percentage of eligible Margin PSUs will vest:	If the TARGET performance level achieved is:	Then this percentage of eligible Margin PSUs will vest:	On the following Vesting Date:
Year of Grant	33.33%		50%		100%	March 15, [Year of Grant +1]
Year of Grant +1	33.33%		50%		100%	March 15, [Year of Grant +2]
Year of Grant +2	33.33%	N/A	N/A	N/A	N/A	March 15, [Year of Grant +3]

B. Total Enrollment. Fifty percent (50%) of the number of PSUs granted hereunder shall be subject to the Total Enrollment Performance Goal (the "Enrollment PSUs"). The percentage of Enrollment PSUs that may be earned and vested is a function of the extent to which the performance levels described in the table below are achieved in the applicable Fiscal Year. For Fiscal Year [Year of Grant +2], there are no performance levels required to be achieved for vesting, only the elapse of time.

Total Enrollment						
Fiscal Year:	This percentage of PSUs is eligible to vest:	If the THRESHOLD performance level achieved is:	Then this percentage of eligible PSUs will vest:	If the TARGET performance level achieved is:	Then this percentage of eligible PSUs will vest:	On the following Vesting Date:
Year of Grant	33.33%		50%		100%	March 15, [Year of Grant +1]
Year of Grant +1	33.33%		50%		100%	March 15, [Year of Grant +2]
Year of Grant +2	33.33%	N/A	N/A	N/A	N/A	March 15, [Year of Grant +3]

If either of the Adjusted EBITDA Margin or Total Enrollment for Fiscal Year [Year of Grant] or Fiscal Year [Year of Grant +1] is less than the Threshold performance level for such tranche, no PSUs for such tranche will vest with respect to such Fiscal Year. If the Adjusted EBITDA Margin or Total Enrollment, or both, for Fiscal Year [Year of Grant] or Fiscal Year [Year of Grant +1] equals the Threshold performance level, 50% of the eligible PSUs for such Fiscal Year relating to such performance goal shall vest. If the Adjusted EBITDA Margin or Total Enrollment, or both, for Fiscal Year [Year of Grant] or Fiscal Year [Year of Grant +1] exceed the Threshold performance level, but are less than the Target performance level, vesting of PSUs will be determined by straight line interpolation between the Threshold performance levels and the Target performance levels for the applicable Performance Goal. If the Adjusted EBITDA Margin and the Total Enrollment for Fiscal Year [Year of Grant] or Fiscal Year [Year of Grant +1] equal to or exceed the Target performance level, all PSUs for such Fiscal Year shall vest. All determinations with respect to whether and the extent to which a target has been achieved shall be made by the Administrator in its sole discretion.

If the Administrator determines that the Company has not attained any portion of the performance requirements for the eligible PSUs for Fiscal Year [Year of Grant] or Fiscal Year [Year of Grant +1], then the portion of the PSUs eligible to vest based on that Fiscal Year's performance shall be forfeited immediately upon such determination and be of no further effect. The Administrator's determination will be final and binding on you and all other interested parties.

For Fiscal Year [Year of Grant +2], there are no Adjusted EBITDA Margin or Total Enrollment performance levels required to be achieved for vesting of PSUs for those tranches. So long as you remain an Eligible Individual continuously from the Grant Date through March 15, [Year of Grant +3], the PSUs allocated to Fiscal Year [Year of Grant +2] shall vest.

Vesting is rounded down to the nearest whole PSU on the interim Vesting Dates and rounded up on the final Vesting Date. Unless earlier forfeited in accordance with the Notice and Agreement, all unvested PSUs will be forfeited as of March 15, [Year of Grant +3].

For illustrative purposes only, see attached Exhibit A for examples of PSU vesting.

Qualifying Termination: If you cease to be an Eligible Individual coincident with or within eighteen (18) months after a Change in Control as a result of an involuntary termination without Cause by your employer (a "**Qualifying Termination**"), to the extent not already vested or previously forfeited, that portion of your PSUs that would otherwise have become vested and nonforfeitable had the Company achieved the annual Performance Goals in the Fiscal Years ending before, coincident with or immediately subsequent to the effective time of your Qualifying Termination will become vested and nonforfeitable immediately prior to the effective date of your Qualifying Termination and the balance of the unvested portion of the PSUs shall terminate without becoming vested on the date of your Qualifying Termination.

Termination by Death or Disability: In the event you cease to be an Eligible Individual by reason of death or Disability, any portion of the PSUs which would have been eligible, but for the termination of eligibility, to vest if the annual Performance Goals for the calendar year during which the termination of eligibility occurred is achieved will remain outstanding until the Administrator determines whether the applicable annual Performance Goals have been achieved and will become vested and nonforfeitable if and when the Administrator determines that the applicable annual Performance Goals have been achieved and will be forfeited without becoming vested on the date the Administrator determines that the applicable annual Performance Goals have not been achieved, and the balance of the unvested portion of the PSUs shall terminate without becoming vested on your service termination date.

Other Termination: In the event you cease to be an Eligible Individual after the close of a Fiscal Year but before the Administrator has determined whether the annual Performance Goals for such Fiscal Year has been achieved, and such cessation of service is not the result of your death, Disability or a Qualifying Termination, any portion of the PSUs which would have been eligible, but for the termination of eligibility, to vest if the annual Performance Goals for such Fiscal Year is achieved will remain outstanding until the Administrator determines whether the applicable annual Performance Goals have been achieved and will become vested and nonforfeitable if and when the Administrator determines that the applicable annual Performance Goals have been achieved and will be forfeited without becoming vested on the date the Administrator determines that the applicable annual Performance Goals have not been achieved, and the balance of the unvested portion of the PSUs shall terminate without becoming vested on your service termination date.

Laureate Education, Inc.

I acknowledge that I have carefully read the Agreement, the Plan, and Plan prospectus. I agree to be bound by all of the provisions set forth in the Agreement and Plan. I also consent to electronic delivery of all notices or other information with respect to the PSUs or the Company.

Signature of Grantee

Date

Laureate Education, Inc.
Performance Share Units Agreement
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan

1. Terminology. Unless otherwise provided in this Agreement or the Notice, capitalized terms used herein are defined in the Glossary at the end of this Agreement or in the Plan.
 2. Vesting. All of the PSUs are nonvested and forfeitable as of the Grant Date. So long as you remain an Eligible Individual continuously from the Grant Date through the applicable date upon which vesting is scheduled to occur, the PSUs will become vested and nonforfeitable in accordance with the vesting provisions set forth in the Notice. Unless otherwise provided in the Notice, none of the PSUs will become vested and nonforfeitable after you cease to be an Eligible Individual.
 3. Termination of Employment or Service. Unless otherwise provided in the Notice, if you cease to be an Eligible Individual for any reason, all PSUs that are not then vested and nonforfeitable will be forfeited to the Company immediately and automatically upon such cessation without payment of any consideration therefor and you will have no further right, title or interest in or to such PSUs or the underlying shares of Common Stock.
 4. Restrictions on Transfer. Neither this Agreement nor any of the PSUs may be assigned, transferred, pledged, hypothecated or disposed of in any way, whether by operation of law or otherwise, and the PSUs shall not be subject to execution, attachment or similar process. All rights with respect to this Agreement and the PSUs shall be exercisable during your lifetime only by you or your guardian or legal representative. Notwithstanding the foregoing, the PSUs may be transferred upon your death by last will and testament or under the laws of descent and distribution.
 5. Settlement of PSUs.
 - (a) Manner of Settlement. You are not required to make any monetary payment (other than applicable tax withholding, if required) as a condition to settlement of the PSUs. Laureate will issue to you, in settlement of your PSUs and subject to the provisions of Section 6 below, the number of whole shares of Common Stock that equals the number of whole PSUs that become vested, and such vested PSUs will terminate and cease to be outstanding upon such issuance of the shares. Upon issuance of such shares, Laureate will determine the form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) and may deliver such shares on your behalf electronically to Laureate's designated stock plan administrator or such other broker-dealer as Laureate may choose at its sole discretion, within reason.
 - (b) Timing of Settlement. Your PSUs will be settled by Laureate, via the issuance of Common Stock as described herein, on or within thirty (30) days after the date that the PSUs become vested and nonforfeitable. However, if a scheduled issuance date falls on a Saturday, Sunday or federal holiday, such issuance date shall instead fall on the next following day that the principal executive offices of the Company are open for business. Notwithstanding the foregoing, in the event that (i) you are subject to Laureate's policy permitting officers and directors to sell shares only during certain "window periods", in effect from time to time or you are otherwise prohibited from selling shares of Laureate's Common Stock in the public market and any shares covered by your PSUs are scheduled to be issued on a day (the "**Original Distribution Date**") that does not occur during an open "window period" applicable to you, as determined by Laureate in accordance with such policy, or does not occur on a date when you are otherwise permitted to sell shares of Laureate's Common Stock in the open market, and (ii) the Company elects not to satisfy its tax withholding obligations by withholding shares from your distribution, then such shares shall not be issued and delivered on such Original Distribution Date and shall instead be issued and delivered on the first business day of the next occurring open "window period" applicable to you pursuant to such policy (regardless of whether you are still providing continuous services at such time) or the next business day when you are not prohibited from selling shares of Laureate's Common Stock in the open market, but in no event later than the fifteenth day of the third calendar month of the calendar year following the calendar year in which the Original Distribution Date occurs. In all cases, the issuance and delivery of shares under this Agreement is intended to comply with Treasury Regulation 1.409A-1(b)(4) and shall be construed and administered in such a manner.
 6. Tax Withholding. On or before the time you receive a distribution of the shares subject to your PSUs, or at any time thereafter as requested by the Company, you hereby authorize any required withholding from the Common Stock issuable to you and/or otherwise agree to make adequate provision
-

in cash for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company which arise in connection with your PSUs (the "**Withholding Taxes**"). Additionally, the Company may, in its sole discretion, satisfy all or any portion of the Withholding Taxes obligation relating to your PSUs by any of the following means or by a combination of such means: (i) withholding from any compensation otherwise payable to you by the Company; (ii) causing you to tender a cash payment; (iii) permitting you to enter into a "same day sale" commitment with a broker-dealer that is a member of the Financial Industry Regulatory Authority (a "**FINRA Dealer**") whereby you irrevocably elect to sell a portion of the shares to be delivered under the Agreement to satisfy the Withholding Taxes and whereby the FINRA Dealer irrevocably commits to forward the proceeds necessary to satisfy the Withholding Taxes directly to the Company; or (iv) withholding shares of Common Stock from the shares of Common Stock issued or otherwise issuable to you in connection with the PSUs with a Fair Market Value (measured as of the date shares of Common Stock are issued to you pursuant to Section 5) equal to the amount of such Withholding Taxes; provided, however, that the number of such shares of Common Stock so withheld shall not exceed, by more than the Fair Market Value of one share of Common Stock, the amount necessary to satisfy the Company's required tax withholding obligations using the minimum statutory withholding rates for federal, state, local and foreign tax purposes, including payroll taxes, that are applicable to supplemental taxable income (except as otherwise permitted by the Administrator and would not create an adverse accounting consequence or cost). Unless the tax withholding obligations of the Company are satisfied, Laureate shall have no obligation to deliver to you any Common Stock. In the event Laureate's obligation to withhold arises prior to the delivery to you of Common Stock or it is determined after the delivery of Common Stock to you that the amount of the Company's withholding obligation was greater than the amount withheld by the Company, you agree to indemnify and hold the Company harmless from any failure by the Company to withhold the proper amount.

7. Confidential Information; Covenant Not to Solicit.

(a) In consideration of this Award, unless otherwise provided in any employment or severance agreement entered into by and between the Company and you (in which case the corresponding provisions therein shall control), you hereby agree effective as of the date of your commencement of employment with the Company, without the Company's prior written consent, you will not, directly or indirectly:

(i) at any time during or after your employment with the Company, disclose or use any Confidential Information pertaining to the business of the Company or Affiliates, except when required to perform your duties to the Company, by law or judicial process; and

(ii) at any time during your employment with the Company and for a period of twelve (12) months thereafter, directly or indirectly (A) solicit customers or clients of the Company or Affiliates to terminate their relationship with the Company or Affiliates or otherwise solicit such customers or clients to compete with any business of the Company or Affiliates or (B) solicit or offer employment to any person who is, or has been at any time during the twelve (12) months immediately preceding the termination of your employment employed by the Company or Affiliates.

If you are bound by any other agreement with the Company regarding the use or disclosure of Confidential Information, the provisions of this Section shall be read in such a way as to further restrict and not to permit any more extensive use or disclosure of Confidential Information.

(b) Notwithstanding clause (a) above, if at any time a court holds that the restrictions stated in such clause (a) are unreasonable or otherwise unenforceable under circumstances then existing, the parties hereto agree that the maximum period or scope determined to be reasonable under such circumstances by such court will be substituted for the stated period or scope. Because your services are unique and because you have had access to Confidential Information, you agree that money damages will be an inadequate remedy for any breach of this Section. In the event of a breach or threatened breach of this Section, the Company or its successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of competent jurisdiction for specific performance and/or injunctive relief in order to enforce, or prevent any violations of, the provisions hereof (without the posting of a bond or other security).

(c) In the event that you breach any of the provisions of this Section, in addition to all other remedies that may be available to the Company, all vested and unvested PSUs shall be cancelled for no consideration and you must account for and pay over to the Company all compensation, profits, monies, or other benefits derived or received by you under this Agreement, including any portion of the PSUs that have been settled or proceeds thereon realized by you and all amounts paid to you upon the sale of shares of Common Stock you received under this Agreement.

8. Adjustments for Corporate Transactions and Other Events.

(a) Stock Dividend, Stock Split and Reverse Stock Split. Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of outstanding PSUs shall, without further action of the Administrator, be adjusted to reflect such event; provided, however, that any fractional PSUs resulting from any such adjustment shall be eliminated. Adjustments under this paragraph will be made by the Administrator, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.

(b) Merger, Consolidation and Other Events. If Laureate shall be the surviving or resulting corporation in any merger or consolidation and the Common Stock shall be converted into other securities, the PSUs shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to the PSUs would have been entitled. If the stockholders of Laureate receive by reason of any distribution in total or partial liquidation or pursuant to any merger of Laureate or acquisition of its assets, securities of another entity or other property (including cash), then the rights of the Company under this Agreement shall inure to the benefit of Laureate's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of shares of Common Stock subject to the PSUs would have been entitled, in the same manner and to the same extent as the PSUs.

9. Non-Guarantee of Employment or Service Relationship. Nothing in the Plan or this Agreement shall alter your at-will or other employment status or other service relationship with the Company, nor be construed as a contract of employment or service relationship between the Company and you, or as a contractual right of you to continue in the employ of, or in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to discharge you at any time with or without cause or notice and whether or not such discharge results in the forfeiture of any nonvested and forfeitable PSUs or any other adverse effect on your interests under the Plan.

10. Rights as Stockholder. You shall not have any of the rights of a stockholder with respect to any shares of Common Stock that may be issued in settlement of the PSUs until such shares of Common Stock have been issued to you. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date such shares are issued, except as provided in Section 10 of the Plan.

11. The Company's Rights. The existence of the PSUs shall not affect in any way the right or power of Laureate or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

12. Restrictions on Issuance of Shares. The issuance of shares of Common Stock upon settlement of the PSUs shall be subject to and in compliance with all applicable requirements of federal, state, or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of Laureate to obtain from any regulatory body having jurisdiction the authority, if any, deemed by Laureate's legal counsel to be necessary to the lawful issuance of any shares subject to the PSUs shall relieve Laureate of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the PSUs, Laureate may require you to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

13. Notices. All notices and other communications made or given pursuant to this Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by Laureate to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to Laureate, or in the case of notices delivered to Laureate by you, addressed to the Administrator, care of Laureate for the attention of its Secretary at its principal executive office or, in either case, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties. Notwithstanding the foregoing, Laureate may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this award of PSUs by electronic means or to request your consent to participate in the Plan or accept this award of PSUs by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the

Plan through an on-line or electronic system established and maintained by Laureate or another third party designated by Laureate.

14. Entire Agreement. This Agreement, together with the relevant Notice and the Plan, contain the entire agreement between the parties with respect to the PSUs granted hereunder. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the PSUs granted hereunder shall be void and ineffective for all purposes.

15. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the PSUs as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by each of the parties hereto.

16. Section 409A. This Agreement and the PSUs granted hereunder are intended to fit within the "short-term deferral" exemption from Section 409A of the Code as set forth in Treasury Regulation Section 1.409A-1(b)(4). In administering this Agreement, Laureate shall interpret this Agreement in a manner consistent with such exemption. Notwithstanding the foregoing, if it is determined that the PSUs fail to satisfy the requirements of the short-term deferral rule and are otherwise deferred compensation subject to Section 409A, and if you are a "Specified Employee" (within the meaning set forth Section 409A(a)(2)(B)(i) of the Code) as of the date of your separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)), then the issuance of any shares that would otherwise be made upon the date of the separation from service or within the first six (6) months thereafter will not be made on the originally scheduled date(s) and will instead be issued in a lump sum on the date that is six (6) months and one day after the date of the separation from service, but if and only if such delay in the issuance of the shares is necessary to avoid the imposition of additional taxation on you in respect of the shares under Section 409A of the Code. Each installment of shares that vests is intended to constitute a "separate payment" for purposes of Section 409A of the Code and Treasury Regulation Section 1.409A-2(b)(2).

17. No Obligation to Minimize Taxes. The Company has no duty or obligation to minimize the tax consequences to you of this award of PSUs and shall not be liable to you for any adverse tax consequences to you arising in connection with this award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this award and by signing the Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so.

18. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is available upon request to the Administrator.

19. No Funding. This Agreement constitutes an unfunded and unsecured promise by Laureate to issue shares of Common Stock in the future in accordance with its terms. You have the status of a general unsecured creditor of Laureate as a result of receiving the grant of PSUs.

20. Effect on Other Employee Benefit Plans. The value of the PSUs subject to this Agreement shall not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's employee benefit plans.

21. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. As a condition of this Agreement, you agree that you will not bring any action arising under, as a result of, pursuant to or relating to, this Agreement in any court other than a federal or state court in the districts which include Baltimore, Maryland, and you hereby agree and submit to the personal jurisdiction of any federal court located in the district which includes Baltimore, Maryland or any state court in the district which includes Baltimore, Maryland. You further agree that you will not deny or attempt to defeat such personal jurisdiction or object to venue by motion or other request for leave from any such court.

22. Resolution of Disputes. Any dispute or disagreement which shall arise under, or as a result of, or pursuant to or relating to, this Agreement shall be determined by the Administrator in good faith in its absolute and uncontrolled discretion, and any such determination or any other determination by the Administrator under or pursuant to this Agreement and any interpretation by the Administrator of the terms of this Agreement, will be final, binding and conclusive on all persons affected thereby. You agree that before you may bring any legal action arising under, as a result of, pursuant to or relating to, this Agreement you will first exhaust your administrative remedies before the Administrator. You further agree that in the event that the Administrator does not resolve any dispute or disagreement arising under, as a result of, pursuant to or relating to, this Agreement to your satisfaction, no legal action may be commenced or maintained relating to this Agreement more than twenty-four (24) months after the Administrator's decision.

23. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

24. Electronic Delivery of Documents. By your signing the Notice, you (i) consent to the electronic delivery of this Agreement, all information with respect to the Plan and the PSUs, and any reports of Laureate provided generally to Laureate's stockholders; (ii) acknowledge that you may receive from Laureate a paper copy of any documents delivered electronically at no cost to you by contacting Laureate by telephone or in writing; (iii) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying Laureate of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

25. No Future Entitlement. By your signing the Notice, you acknowledge and agree that: (i) the grant of a PSU award is a one-time benefit which does not create any contractual or other right to receive future grants of PSUs, or compensation in lieu of PSUs, even if PSUs have been granted repeatedly in the past; (ii) all determinations with respect to any such future grants and the terms thereof will be at the sole discretion of the Administrator; (iii) the value of the PSUs is an extraordinary item of compensation which is outside the scope of your employment contract, if any; (iv) the value of the PSUs is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any termination, severance, resignation, redundancy, end of service payments or similar payments, or bonuses, long-service awards, pension or retirement benefits; (v) the vesting of the PSUs ceases when you cease to be an Eligible Individual, or other cessation of eligibility for any reason, except as may otherwise be explicitly provided in this Agreement; (vi) the Company does not guarantee any future value of the PSUs; and (vii) no claim or entitlement to compensation or damages arises if the PSUs decrease or do not increase in value and you irrevocably release the Company from any such claim that does arise.

26. Personal Data.

You voluntarily consent to the collection, use and transfer, in electronic or other form, of your personal data as described in this Agreement and any other Plan materials ("**Data**") by and among, as applicable, the Company and any Affiliate for the exclusive purpose of implementing, administering, and managing your participation in the Plan.

You understand that the Company and any Affiliate may hold certain personal information about you, including, but not limited to, your name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares or directorships held in the Company, details of all equity awards or any other entitlement to stock awarded, canceled, exercised, vested, unvested or outstanding in your favor, for the exclusive purpose of implementing, administering, and managing the Plan.

You understand that Data will be transferred to one or more a stock plan service provider(s) selected by the Company, which may assist the Company with the implementation, administration, and management of the Plan. You understand that the recipients of the Data may be located in the United States or elsewhere, and that the recipient's country (e.g., the United States) may have different, including less stringent, data privacy laws and protections than your country. You understand that if you reside outside the United States, you may request a list with the names and addresses of any potential recipients of the Data by contacting a local human resources representative. You authorize the Company and any other possible recipients that may assist the Company (presently or in the future) with implementing, administering and managing the Plan to receive, possess, use, retain and transfer the Data, in electronic or other form, for the sole purposes of implementing, administering and managing participation in the Plan.

You understand that Data will be held only as long as is necessary to implement, administer and manage participation in the Plan. You understand that if you reside in certain jurisdictions outside the United States, to the extent required by applicable laws, you may, at any time, request access to Data, request additional information about the storage and processing of Data, require any necessary amendments to Data or refuse or withdraw the consents given by accepting the PSUs, in any case without cost, by contacting in writing a local human resources representative. Further, you understand that you are providing these consents on a purely voluntary basis. If you do not consent or if you later seek to revoke consent, your engagement as a service provider with the Company or an Affiliate will not be adversely affected; the only consequence of refusing or withdrawing consent is that the Company will not be able to grant you PSUs under the Plan or administer or maintain the PSUs. Therefore, you understand that refusing or withdrawing your consent may affect your ability to participate in the Plan (including the right to retain the PSUs). You understand that you may contact a local human resources representative for more information on the consequences of refusal to consent or withdrawal of consent.

{Glossary begins on next page}

GLOSSARY

- (a) **“Adjusted EBITDA”** means for any Fiscal Year the income (loss) from continuing operations, before equity in net (income) loss of affiliates, net of tax, income tax expense (benefit), (gain) loss on sale or disposal of subsidiaries, net, foreign currency exchange (gain) loss, net, other (income) expense, net, loss (gain) on derivatives, loss on debt extinguishment, interest expense and interest income, plus depreciation and amortization, share-based compensation expense, loss on impairment of assets and expenses related to implementation of our Excellence-in-Process (EiP) initiative.
- (b) **“Adjusted EBITDA Margin”** for any fiscal year will mean Adjusted EBITDA divided by Revenue.
- (c) **“Agreement”** means this document, as amended from time to time, together with the Plan which is incorporated herein by reference.
- (d) **“Code”** means the Internal Revenue Code of 1986, as amended, and the Treasury regulations and other guidance promulgated thereunder.
- (e) **“Common Stock”** means the Class A common stock, US\$.004 par value per share, of Laureate Education, Inc.
- (f) **“Company”** means Laureate and its Subsidiaries.
- (g) **“Confidential Information”** means all non-public information concerning trade secret, know how, software, developments, inventions, processes, technology, designs, the financial data, strategic business plans or any proprietary or confidential information, documents or materials in any form or media.
- (h) **“Disability”** means “Disability” as such term may be defined in any employment agreement in effect at the time of termination of employment between you and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, “Disability” shall mean a total and permanent disability as defined in the long-term disability plan of Laureate or the Subsidiary, as applicable, with which you are employed on the date as of which the existence of a Disability is to be determined.
- (i) **“Eligible Individual”** shall mean an officer or employee of, and other individual, including a non-employee director, who is a natural person providing bona fide services to or for, Laureate or any of its Subsidiaries, provided that such services are not in connection with the offer or sale of securities in a capital-raising transaction and do not directly or indirectly promote or maintain a market for Laureate’s securities.
- (j) **“Fiscal Year”** means the twelve-month period ending December 31 of any given calendar year.
- (k) **“Grant Date”** means the effective date of a grant of PSUs made to you as set forth in the Notice.
- (l) **“Notice”** means the statement, letter or other written notification provided to you by the Company setting forth the terms of a grant of PSUs made to you.
- (m) **“Revenue”** for any Fiscal Year will mean the Company’s Revenue results from continuing operations for such Fiscal Year.
- (n) **“Total Enrollment”** for any Fiscal Year will mean the Company’s continuing student enrollments, new student enrollments and enrollments from acquisitions, offset by graduations, attrition and enrollment decreases due to dispositions.
- (o) **“You”** or **“Your”** means the recipient of the PSUs as reflected on the applicable Notice. Whenever the word “you” or “your” is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to the estate, personal representative, or beneficiary to whom the PSUs may be transferred by will or by the laws of descent and distribution, the words “you” and “your” shall be deemed to include such person.
- {End of Agreement}
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Exhibit A

EXAMPLE OF VESTING OF PSUS BASED ON ACHIEVEMENT OF PERFORMANCE GOALS (for illustrative purposes only): Assume the Grantee is granted 3,000 PSUs in total. For the [Year of Grant] Fiscal Year, 1,000 PSUs are eligible to vest, 500 of which shall be based on achievement of the Adjusted EBITDA Margin performance goal and 500 of which shall be based on achievement of the Total Enrollment performance goal.

- If the Company's Adjusted EBITDA Margin and Total Enrollment for the [Year of Grant] Fiscal Year both are less than the Threshold performance level, none of the 1,000 PSUs eligible to vest will vest and all 1,000 PSUs eligible to vest in Fiscal Year [Year of Grant] will be forfeited.
- If the Company's Adjusted EBITDA Margin for the [Year of Grant] Fiscal Year is at the mid-point between the Threshold and Target performance levels but the Company's Total Enrollment is less than the Threshold performance level, 375 of the 1,000 PSUs eligible to vest will vest and the remaining 625 PSUs eligible to vest in Fiscal Year [Year of Grant] will be forfeited.
- If the Company's Adjusted EBITDA Margin for the [Year of Grant] Fiscal Year equals or exceeds the Target performance level and the Company's Total Enrollment for the [Year of Grant] Fiscal Year is at the mid-point between the Threshold and Target performance levels, 875 of the 1,000 PSUs eligible to vest will vest and the remaining 125 PSUs eligible to vest in Fiscal Year [Year of Grant] will be forfeited.
- If the Company's Adjusted EBITDA Margin and Total Enrollment for the [Year of Grant] Fiscal Year both equal or exceeds the Target performance levels, all of the 1,000 PSUs eligible to vest will vest and none of the PSUs eligible to vest in Fiscal Year [Year of Grant] will be forfeited.

Laureate Education, Inc.
Common Stock and Restricted Stock Units Notice
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan

Name of Grantee:

This Notice evidences the award of (1) Common Stock and (2) restricted stock units (each, an “**RSU**,” and collectively, the “**RSUs**”) of Laureate Education, Inc., a Delaware public benefit corporation (“**Laureate**” or the “**Company**”), that have been granted to you pursuant to the Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan, as may be amended from time to time (the “**Plan**”) and conditioned upon your agreement to the terms of the attached Restricted Stock Units Agreement (the “**Agreement**”). This Notice constitutes part of and is subject to the terms and provisions of the Agreement and the Plan, which are incorporated by reference herein. Each RSU is equivalent in value to one share of Laureate’s Common Stock and represents Laureate’s commitment to issue one share of Laureate’s Common Stock at a future date, subject to the terms of the Agreement and the Plan.

Grant Date:

Number of Common Stock:

Number of RSUs:

Vesting Schedule: The grant of Common Stock is not subject to any vesting requirements and shall be delivered to you as soon as practicable following the Grant Date. RSUs are nonvested and forfeitable as of the Grant Date. So long as you continue to serve as a director on the Board of Directors of Laureate (a “**Director**”) continuously from the Grant Date through the applicable vesting dates below (each, a “**Vesting Date**”), the RSUs shall become vested pursuant to the following schedule:

<u>Vesting Date</u>	<u>Number of RSUs that become vested:</u>
June 30, [year of grant]	
September 30, [year of grant]	
December 31, [year of grant]	

If, before a Vesting Date, you cease to serve as a Director due to your death or Disability, you will vest on your termination date in the number of RSUs that would have vested had you remained a Director until the next scheduled Vesting Date.

If there is a Change in Control and you cease to serve as a Director because Laureate or its successor terminates your service relationship, you will become fully vested in all remaining unvested RSUs on the date of the termination of such service.

Laureate Education, Inc.

Date

I acknowledge that I have carefully read the Agreement, the Plan, and Plan prospectus. I agree to be bound by all of the provisions set forth in the Agreement and Plan. I also consent to electronic delivery of all notices or other information with respect to the Common Stock and RSUs or the Company.

Signature of Grantee

Date

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Laureate Education, Inc.

**Common Stock and Restricted Stock Units Agreement
under the
Laureate Education, Inc.
Amended and Restated 2013 Long-Term Incentive Plan**

1. **Terminology.** Unless otherwise provided in this Agreement or the Notice, capitalized terms used herein are defined in the Glossary at the end of this Agreement or in the Plan.
 2. **Vesting.** All of the RSUs are nonvested and forfeitable as of the Grant Date. So long as you remain as a Director continuously from the Grant Date through the applicable Vesting Date, the RSUs will become vested and nonforfeitable in accordance with the vesting provisions set forth in the Notice. None of the RSUs will become vested and nonforfeitable after you cease to provide services to the Company as a Director. The grant of Common Stock is not subject to any vesting requirements and shall be delivered to you as soon as practicable on or following the Grant Date.
 3. **Termination of Service.** Unless otherwise provided in the Notice, if you cease to provide services to the Company as a Director for any reason, all RSUs that are not then vested and nonforfeitable will be forfeited to the Company immediately and automatically upon such cessation without payment of any consideration therefor and you will have no further right, title or interest in or to such RSUs or the underlying shares of Common Stock.
 4. **Restrictions on Transfer.** Neither this Agreement nor any of the RSUs may be assigned, transferred, pledged, hypothecated or disposed of in any way, whether by operation of law or otherwise, and the RSUs shall not be subject to execution, attachment or similar process. All rights with respect to this Agreement and the RSUs shall be exercisable during your lifetime only by you or your guardian or legal representative. Notwithstanding the foregoing, the RSUs may be transferred upon your death by last will and testament or under the laws of descent and distribution.
 5. **Settlement of RSUs.**
 - (a) **Manner of Settlement.** Assuming you are continually serving as a Director on such Vesting Date, Laureate shall issue to you, in settlement of your RSUs, the number of whole shares of Common Stock that equals the number of whole RSUs that become vested, and such vested RSUs will terminate and cease to be outstanding upon such issuance of the shares. Upon issuance of such shares of Common Stock, Laureate will determine the form of delivery (e.g., a stock certificate or electronic entry evidencing such shares) and may deliver such shares of Common Stock on your behalf electronically to Laureate's designated stock plan administrator or such other broker-dealer as Laureate may choose at its sole discretion, within reason.
 - (b) **Timing of Settlement.** Your RSUs will be settled by Laureate, via the issuance of Common Stock as described herein, as soon as practicable on or following the applicable Vesting Date [but no later than within thirty (30) days after the date that the RSUs become vested and nonforfeitable]. However, if a scheduled issuance date falls on a Saturday, Sunday or federal holiday, such issuance date shall instead fall on the next following day that the principal executive offices of the Company are open for business.
 6. **Tax Withholding.** You are not an employee of the Company, and therefore, it shall be your responsibility to determine and pay any federal, state, local or foreign taxes required by law to be paid as a result of the grant of Common Stock or grant or vesting of the RSUs under the Notice.
 7. **Adjustments to RSUs for Corporate Transactions and Other Events.**
 - (a) **Stock Dividend, Stock Split and Reverse Stock Split.** Upon a stock dividend of, or stock split or reverse stock split affecting, the Common Stock, the number of outstanding RSUs shall, without further action of the Administrator, be adjusted to reflect such event; provided, however, that any fractional RSUs resulting from any such adjustment shall be eliminated. Adjustments under this paragraph will be made by the Administrator, whose determination as to what adjustments, if any, will be made and the extent thereof will be final, binding and conclusive.
 - (b) **Merger, Consolidation and Other Events.** If the Company shall be the surviving or resulting corporation in any merger or consolidation and the Common Stock shall be converted into other securities, the RSUs shall pertain to and apply to the securities to which a holder of the number of shares of Common Stock subject to the RSUs would have been entitled. If the stockholders of the Company receive by reason of any distribution in total or partial liquidation or pursuant to any merger of the Company or acquisition of its assets, securities of another entity or other property (including cash), then
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the rights of the Company under this Agreement shall inure to the benefit of the Company's successor, and this Agreement shall apply to the securities or other property (including cash) to which a holder of the number of shares of Common Stock subject to the RSUs would have been entitled, in the same manner and to the same extent as the RSUs.

8. Non-Guarantee of Service Relationship. Nothing in the Plan or this Agreement shall alter your service relationship with the Company as a Director or in any other capacity, nor be construed as a contract of service relationship between the Company and you, or as a contractual right of you to continue in a service relationship with, the Company for any period of time, or as a limitation of the right of the Company to terminate your services as a Director and whether or not such termination results in the forfeiture of any nonvested and forfeitable RSUs or any other adverse effect on your interests under the Plan.

9. Rights as Stockholder (RSUs). You shall not have any of the rights of a stockholder with respect to any shares of Common Stock that may be issued in settlement of the RSUs until such shares of Common Stock have been issued to you. No adjustment shall be made for dividends, distributions, or other rights for which the record date is prior to the date such shares are issued, except as provided in Section 10 of the Plan.

10. The Company's Rights. The existence of the RSUs shall not affect in any way the right or power of the Company or its stockholders to make or authorize any or all adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or other stocks with preference ahead of or convertible into, or otherwise affecting the Common Stock or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of the Company's assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Restrictions on Issuance of Shares. The issuance of shares of Common Stock under this Agreement and shares of Common Stock issued upon settlement of the RSUs shall be subject to and in compliance with all applicable requirements of federal, state, or foreign law with respect to such securities. No shares of Common Stock may be issued hereunder if the issuance of such shares would constitute a violation of any applicable federal, state, or foreign securities laws or other law or regulations or the requirements of any stock exchange or market system upon which the Common Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any shares of Common Stock or shares of Common Stock subject to the RSUs shall relieve the Company of any liability in respect of the failure to issue such shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the RSUs, the Company may require you to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation, and to make any representation or warranty with respect thereto as may be requested by the Company.

12. Notices. All notices and other communications made or given pursuant to this Agreement shall be given in writing and shall be deemed effectively given upon receipt or, in the case of notices delivered by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company, or in the case of notices delivered to the Company by you, addressed to the Administrator, care of the Company for the attention of its Secretary at its principal executive office or, in either case, if the receiving party consents in advance, transmitted and received via telecopy or via such other electronic transmission mechanism as may be available to the parties. Notwithstanding the foregoing, the Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this award of Common Stock and RSUs by electronic means or to request your consent to participate in the Plan or accept this award of Common Stock and RSUs by electronic means. You hereby consent to receive such documents by electronic delivery and, if requested, to agree to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

13. Entire Agreement. This Agreement, together with the relevant Notice and the Plan, contain the entire agreement between the parties with respect to the Common Stock and RSUs granted hereunder. Any oral or written agreements, representations, warranties, written inducements, or other communications made prior to the execution of this Agreement with respect to the Common Stock and RSUs granted hereunder shall be void and ineffective for all purposes.

14. Amendment. This Agreement may be amended from time to time by the Administrator in its discretion; provided, however, that this Agreement may not be modified in a manner that would have a materially adverse effect on the RSUs as determined in the discretion of the Administrator, except as provided in the Plan or in a written document signed by each of the parties hereto.

15. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by you on account of non-compliance with Section 409A of the Code.

16. No Obligation to Minimize Taxes. The Company has no duty or obligation to minimize the tax consequences to you of this award of Common Stock and RSUs and shall not be liable to you for any adverse tax consequences to you arising in connection with this award. You are hereby advised to consult with your own personal tax, financial and/or legal advisors regarding the tax consequences of this award and by signing the Notice, you have agreed that you have done so or knowingly and voluntarily declined to do so.

17. Conformity with Plan. This Agreement is intended to conform in all respects with, and is subject to all applicable provisions of, the Plan. Inconsistencies between this Agreement and the Plan shall be resolved in accordance with the terms of the Plan. In the event of any ambiguity in this Agreement or any matters as to which this Agreement is silent, the Plan shall govern. A copy of the Plan is available upon request to the Administrator.

18. No Funding. This Agreement constitutes an unfunded and unsecured promise by the Company to issue shares of Common Stock now or in the future in accordance with its terms. You have the status of a general unsecured creditor of the Company as a result of receiving the grant of RSUs.

19. Governing Law. The validity, construction and effect of this Agreement, and of any determinations or decisions made by the Administrator relating to this Agreement, and the rights of any and all persons having or claiming to have any interest under this Agreement, shall be determined exclusively in accordance with the laws of the State of Maryland, without regard to its provisions concerning the applicability of laws of other jurisdictions. As a condition of this Agreement, you agree that you will not bring any action arising under, as a result of, pursuant to or relating to, this Agreement in any court other than a federal or state court in the districts which include Baltimore, Maryland, and you hereby agree and submit to the personal jurisdiction of any federal court located in the district which includes Baltimore, Maryland or any state court in the district which includes Baltimore, Maryland. You further agree that you will not deny or attempt to defeat such personal jurisdiction or object to venue by motion or other request for leave from any such court.

20. Resolution of Disputes. Any dispute or disagreement which shall arise under, or as a result of, or pursuant to or relating to, this Agreement shall be determined by the Administrator in good faith in its absolute and uncontrolled discretion, and any such determination or any other determination by the Administrator under or pursuant to this Agreement and any interpretation by the Administrator of the terms of this Agreement, will be final, binding and conclusive on all persons affected thereby. You agree that before you may bring any legal action arising under, as a result of, pursuant to or relating to, this Agreement you will first exhaust your administrative remedies before the Administrator. You further agree that in the event that the Administrator does not resolve any dispute or disagreement arising under, as a result of, pursuant to or relating to, this Agreement to your satisfaction, no legal action may be commenced or maintained relating to this Agreement more than twenty-four (24) months after the Administrator's decision.

21. Headings. The headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

22. Electronic Delivery of Documents. By your signing the Notice, you (i) consent to the electronic delivery of this Agreement, all information with respect to the Plan, the Common Stock and the RSUs, and any reports of the Company provided generally to the Company's stockholders; (ii) acknowledge that you may receive from the Company a paper copy of any documents delivered electronically at no cost to you by contacting the Company by telephone or in writing; (iii) further acknowledge that you may revoke your consent to the electronic delivery of documents at any time by notifying the Company of such revoked consent by telephone, postal service or electronic mail; and (iv) further acknowledge that you understand that you are not required to consent to electronic delivery of documents.

23. No Future Entitlement. By your signing the Notice, you acknowledge and agree that: (i) the grant of Common Stock and RSU award is a one-time benefit which does not create any contractual or other right to receive future grants of Common Stock or RSUs, or compensation in lieu of RSUs, even if Common Stock or RSUs have been granted repeatedly in the past; and (ii) all

determinations with respect to any such future grants and the terms thereof will be at the sole discretion of the Administrator.

24. Personal Data.

(a) *Data Collected and Purposes of Collection.* You understand that the Company, acting as controller, as well as the employing Affiliate, may collect, to the extent permissible under applicable law, certain personal information about you, including name, home address and telephone number, information necessary to process the Common Stock and RSUs (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification number, salary, nationality, job title, employment location, any capital shares or directorships held in the Company (but only where needed for legal or tax compliance), any other information necessary to process mandatory tax withholding and reporting, details of all Common Stock and RSUs granted, canceled, vested, unvested or outstanding in your favor, and where applicable service termination date and reason for termination (all such personal information is referred to as "Data"). The Data is collected from you, the employing Affiliate, and from the Company, for the exclusive purpose of implementing, administering and managing the Plan pursuant to the terms of this Agreement. The legal basis (that is, the legal justification) for processing the Data is to perform this Agreement. The Data must be provided in order for you to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If you do not provide Data, you will not be able to participate in the Plan and become a party to this Agreement.

(b) *Transfers and Retention of Data.* You understand that the employing Affiliate will transfer Data to the Company for purposes of plan administration. The Company and the employing Affiliate may also transfer your Data to other service providers (such as accounting firms, payroll processing firms or tax firms), as may be selected by the Company in the future, to assist the Company with the implementation, administration and management of this Agreement. You understand that the recipients of the Data may be located in the United States, a country that does not benefit from an adequacy decision issued by the European Commission. Where a recipient is located in a country that does not benefit from an adequacy decision, the transfer of the Data to that recipient will be made pursuant to Binding Corporate Rules, a copy of which may be obtained from the Company's privacy officer. You understand that Data will be held only as long as is necessary to implement, administer and manage your rights and obligations under this Agreement, and for the duration of the relevant statutes of limitations, which may be longer than the term of this Agreement.

(c) *Your Rights in Respect of Data.* The Company will take steps in accordance with applicable legislation to keep Data accurate, complete and up-to-date. You are entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). You also have the right to request access to your Data as well as additional information about the processing of that Data. Further, you are entitled to object to the processing of Data or have your Data erased, under certain circumstances. As from May 25, 2018, and subject to conditions set forth in applicable law, you also are entitled to (i) restrict the processing of your Data so that it is stored but not actively processed (e.g., while the Company assesses whether you are entitled to have Data erased) and (ii) receive a copy of the Data provided pursuant to this Agreement or generated by you, in a common machine-readable format. To exercise your rights, you may contact the local human resources representative. You may also contact the relevant data protection supervisory authority, as you have the right to lodge a complaint.

{Glossary begins on next page}

GLOSSARY

(a) “**Administrator**” means the Board of Directors of Laureate Education, Inc. or such committee or committees appointed by the Board to administer the Plan.

(b) “**Agreement**” means this document, as amended from time to time, together with the Plan which is incorporated herein by reference.

(c) “**Board of Directors**” means the Board of Directors of the Company.

(d) “**Change in Control**” means the first of the following to occur: (i) a Change in Ownership of Laureate or Wengen, or (ii) a Change in the Ownership of Assets of Laureate, as described herein and construed in accordance with Code section 409A.

(i) A “Change in Ownership of Laureate or Wengen” shall occur on the date that any one Person acquires, or Persons Acting as a Group acquire, in a single transaction or a series of related transactions, ownership of:

(A) the capital stock of Laureate that, together with the stock held by such Person or Group, constitutes more than 50% of the total voting power of the capital stock of Laureate. However, if any one Person is, or Persons Acting as a Group are, considered to own more than 50% of the total voting power of the capital stock of Laureate, the acquisition of additional stock by the same Person or Persons Acting as a Group is not considered to cause a Change in Ownership of Laureate or to cause a Change in Effective Control of Laureate (as described below). An increase in the percentage of capital stock owned by any one Person, or Persons Acting as a Group, as a result of a transaction in which Laureate acquires its stock in exchange for property will be treated as an acquisition of stock; or

(B) partnership interests of Wengen that, together with the partnership interests held by such Person or Group, constitutes more than 50% of the partnership interests of Wengen. However, if any one Person is, or Persons Acting as a Group are, considered under the Wengen Limited Partnership Agreement, as the same is in effect from time to time, to own two percent (2%) or more of the partnership interests of Wengen on the effective date of this Plan, the acquisition of additional partnership interests by the same Person or Persons Acting as a Group is not considered to cause a Change in Ownership of Laureate or Wengen.

(ii) A “Change in the Ownership of Assets of Laureate” shall occur on the date that any one Person acquires, or Persons Acting as a Group acquire (or has or have acquired during the 12-month period ending on the date of the most recent acquisition by such Person or Persons), assets from Laureate that have a total gross fair market value equal to or more than 80% of the total gross fair market value of all of the assets of Laureate immediately before such acquisition or acquisitions. For this purpose, gross fair market value means the value of the assets of Laureate, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

The following rules of construction apply in interpreting the definition of Change in Control:

(A) A Person means any individual, entity or group within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, other than (1) employee benefit plans sponsored or maintained by Laureate and by entities controlled by Laureate, (2) Wengen or entities controlled by Wengen, or (3) an underwriter of the capital stock of Laureate in a registered public offering.

(B) Persons will be considered to be Persons Acting as a Group (or Group) if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the corporation. If a Person owns stock in both corporations that enter into a merger, consolidation, purchase or acquisition of stock, or similar transaction, such shareholder is considered to be acting as a Group with other shareholders only with respect to the ownership in that corporation before the transaction giving rise to the change and not with respect to the ownership interest in the other corporation. Persons will not be considered to be acting as a Group solely because they purchase assets of the same corporation at the same time or

purchase or own stock of the same corporation at the same time, or as a result of the same public offering.

(C) A Change in Control shall not include a transfer of assets to a related person as described in Code section 409A or a public offering of capital stock of Laureate.

(D) For purposes of the definition of Change in Control, Section 318(a) of the Code applies to determine stock ownership. Stock underlying a vested option is considered owned by the individual who holds the vested option (and the stock underlying an unvested option is not considered owned by the individual who holds the unvested option). For purposes of the preceding sentence, however, if a vested option is exercisable for stock that is not substantially vested (as defined by Treasury Regulation §1.83-3(b) and (j)), the stock underlying the option is not treated as owned by the individual who holds the option.

(e) "**Code**" means the Internal Revenue Code of 1986, as amended, and the Treasury regulations and other guidance promulgated thereunder.

(f) "**Common Stock**" means the Class A common stock, US\$.004 par value per share, of Laureate Education, Inc.

(g) "**Company**" means Laureate and its Subsidiaries.

(h) "**Disability**" means "Total Disability" as such term may be defined in any employment agreement in effect at the time of termination of employment between you and Laureate or any of its Subsidiaries, or, if there is no such employment agreement or such term is not defined therein, "Disability" shall mean the inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months. The Board of Directors may require such proof of total and permanent disability as the Board of Directors in its sole discretion deems appropriate and the Board of Directors' good faith determination as to whether the Grantee is totally and permanently disabled shall be final and binding on all parties concerned.

(i) "**Grant Date**" means the effective date of a grant of Common Stock and RSUs made to you as set forth in the Notice.

(k) "**Notice**" means the statement, letter or other written notification provided to you by the Company setting forth the terms of a grant of Common Stock and RSUs made to you.

(l) "**You**" or "**Your**" means the recipient of the Common Stock and RSUs as reflected on the applicable Notice. Whenever the word "you" or "your" is used in any provision of this Agreement under circumstances where the provision should logically be construed, as determined by the Administrator, to apply to the estate, personal representative, or beneficiary to whom the Common Stock and RSUs may be transferred by will or by the laws of descent and distribution, the words "you" and "your" shall be deemed to include such person.

{End of Agreement}

Exhibit 10.43



2021

Annual Incentive Plan

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Purpose

It is the intent of Laureate Education, Inc. (together with its affiliates and subsidiaries, the “Company”) to reward for results. The Annual Incentive Plan (the “Plan”) provides an incentive to participants to maximize results in areas critical to the Company’s success during the current year, and also rewards participants for their individual performance.

Incentive Targets

The bonus target is based on each employee’s level/position within the organization and is expressed as a percentage of the base salary. This bonus target would have been communicated as part of an employee’s new hire/transfer/promotion letter. The following table contains an example of an employee with a \$200,000 base salary and a bonus target of 30%. An employee can earn up to the maximum amount if maximum results are attained by both the Company and the individual employee.

Sample Bonus Target	Sample Maximum Bonus
30% of base salary	60% of base salary
\$60,000	\$120,000

Summary

The level of an employees’ bonus payment will be based on the results of two components:

Business Results Component for Corporate Employees - ELT: 80%

The Business Results component of the bonus payout is comprised of the following factors:

1. Meeting or exceeding Adjusted EBITDA (Earnings Before Interest, Taxes, Depreciation, and Amortization) threshold amount (**40%** of the Business Results component);
2. Meeting or exceeding the Revenue threshold amount (**30%** of the Business Results component);
3. Meeting or exceeding the New Enrollment threshold amount (**20%** of the Business Results component); and
4. Meeting or exceeding Unlevered Free Cash Flow (Adjusted EBITDA +/- Working Capital +/- Cash Taxes – Capital Expenditures - EIP) threshold amount (**10%** of the Business Results component)

Individual Results Component - ELT: 20%

Each employee’s performance level on their Personal Objectives (100% of the Individual Results component)

Adjusted EBITDA Threshold Gatekeeper

If Adjusted EBITDA is less than 85%, no incentive payments will be made to any participant.

Internal Controls Override

It is critical to maintain the Company’s position of having no material weaknesses. If you are responsible for any Internal Control(s), your payment under this plan may be reduced if you have a deficiency or material weakness at the end of 2021 as determined by the Laureate Internal Controls organization. *In addition, if any material weakness exists in the Company’s 2021 audited financial statements, bonuses will be reduced by 30% for all plan participants.*

G&A Modifier

As a key G&A functional leader or executive leadership team member, your 2021 bonus will include a modifier to drive the reduction of Corporate G&A based on the year-end 2021 Corporate G&A, as shown in the table below. This bonus modifier will be applied to the total bonus amount and can increase or decrease your total bonus amount or have a neutral impact (see the Bonus Example Calculation). If the year-end 2021 Corporate G&A is between any two points below, the bonus modifier will be determined by straight line interpolation.

If 2021 Run Rate Corporate G&A is:	Then you will receive the following percentage of your total bonus amount:
\$31.4M	70%
\$26.4M	100%
\$21.4M	130%

Metric Targets

Adjusted EBITDA, Unlevered Free Cash Flow, Revenue and New Enrollment are based on total Laureate Education, Inc. (“Laureate”) targets.

Discretion of the Company

Notwithstanding anything contrary in this summary, any bonus that you are eligible to receive under the Plan will be subject to the discretion, including the negative discretion, of the Compensation Committee of the Board of Directors of Laureate.

Base Salary

Bonus calculations under the Plan will be based on a participant’s base salary as of November 1, 2021 if they have been in the same job for the entire year. Please see the sections below titled “New Hire”, “Internal Transfer/Promotion” and “Termination” if you experience any of those changes during the year.

Performance Period

The effective performance period for this Plan runs from January 1, 2021 through December 31, 2021 (the “Performance Period”).

How Results Are Measured

Key Performance Results Weights

As previously noted, if the Adjusted EBITDA threshold of 85% (\$382,663,469) is not met or exceeded, no payments will be made to any participant.

The total bonus payment will be based on Business and Individual components. The following table defines the component factors and assigns the weighting of each:

	Component Factors	Factor Definitions	Component Weighting	Factor Weighting
Business Component Factors	Adjusted EBITDA	Corporate Adjusted EBITDA results for 2021 versus a target based on the budgeted 2021 Adjusted EBITDA.	80%	40%
	Revenue	Corporate Revenue results for 2021 versus a target based on the budgeted 2021 Revenue.		30%
	New Enrollment	Corporate New Enrollment results for 2021 versus a target based on the budgeted 2021 New Enrollment.		20%
	Unlevered Free Cash Flow	Corporate Unlevered Free Cash Flow results for 2021 versus a target based on the budgeted 2021 Unlevered Free Cash Flow.		10%
Individual Component	Individual Objectives	Individual results achieved during 2021 versus objectives as approved by management at the start of 2021.	20%	100%

Adjusted EBITDA Factor Table

Adjusted EBITDA will account for 40% of the Business Results component of your targeted bonus payment potential. Adjusted EBITDA results will be analyzed after the end of the calendar year versus targeted Adjusted EBITDA. To achieve any bonus payment for the Adjusted EBITDA factor of your bonus, and any bonus payment under this Plan, the threshold level of Adjusted EBITDA must be met or exceeded. If that level is achieved, payment for Adjusted EBITDA results will be determined according to the following table:

2021 Adjusted EBITDA Target for Corporate			
Performance Against Plan	Adjusted EBITDA for 2021	% Attainment of Target	Bonus Factor
Maximum	\$517,721,165*	115%	200%
Above Target	>\$450,192,317 to <\$517,721,165*	>100% to <115%	+6.67% for every incremental 1% in Adjusted EBITDA above target
Target	\$450,192,317*	100%	100%
Above Threshold	\$382,663,469 to <\$450,192,317 *	85% to <100%	-6.67% for every 1% decrease in Adjusted EBITDA below target
Threshold	<\$382,663,469 *	<85%	0%

[*Targets established prior to 2021 divestitures, include both Continuing and Discontinued Operations and are measured on a constant currency basis.]

Revenue Factor Table

Revenue will account for **30%** of the Business Results component of your targeted bonus payment potential. Revenue results will be analyzed after the end of the calendar year versus targeted Revenue. To achieve any bonus payment for the Revenue factor of your bonus, the threshold level of Revenue must be met or exceeded. If that level is achieved, payment for Revenue results will be determined according to the following table:

2021 Revenue Target for Corporate			
Performance Against Plan	Revenue for 2021	% Attainment of Target	Bonus Factor
Maximum	\$2,375,509,480 *	110%	200%
Above Target	>\$2,159,554,073 to <\$2,375,509,480*	>100% to <110%	+10.00% for every 1% increase in Revenue above target
Target	\$2,159,554,073*	100%	100%
Above Threshold	\$1,943,598,666 to <\$2,159,554,073*	90% to <100%	-10.00% for every 1% decrease in Revenue below target
Threshold	<\$1,943,598,666 *	<90%	0%

[*Targets established prior to 2021 divestitures, include both Continuing and Discontinued Operations and are measured on a constant currency basis.]

New Enrollment Factor Table

New Enrollment will account for **20%** of the Business Results component of your targeted bonus payment potential. New Enrollment results will be analyzed after the end of the calendar year versus targeted New Enrollment. To achieve any bonus payment for the New Enrollment factor of your bonus, the threshold level of New Enrollment must be met or exceeded. If that level is achieved, payment for New Enrollment results will be determined according to the following table:

2021 New Enrollment Target for Corporate			
Performance Against Plan	New Enrollment for 2021	% Attainment of Target	Bonus Factor
Maximum	448,593*	115%	200%
Above Target	390,080 to <448,593 *	>100% to <115%	+6.67% for every 1% increase in New Enrollment above target
Target	390,080*	100%	100%
Above Threshold	331,568 to <390,080 *	85% to <100%	-6.67% for every 1% decrease in New Enrollment below target
Threshold	<331,568 *	<85%	0%

[*Targets established prior to 2021 divestitures and include both Continuing and Discontinued Operations.]

Unlevered Free Cash Flow Factor Table

Unlevered Free Cash Flow will account for **10%** of the Business Results component of your targeted bonus payment potential. Unlevered Free Cash Flow results will be analyzed after the end of the calendar year versus the targeted Unlevered Free Cash Flow. To achieve any bonus payment for the Unlevered Free Cash Flow factor of your bonus, the threshold level of Unlevered Free Cash Flow must be met or exceeded. If that level is achieved, payment for Unlevered Free Cash Flow results will be determined according to the following table:

2021 Unlevered Free Cash Flow Target for Corporate			
Performance Against Plan	Unlevered Free Cash Flow for 2021	% Attainment of Target	Bonus Factor
Maximum	\$286,890,263 *	120%	200%
Above Target	>\$239,075,219 to <\$286,890,263*	>100% to <120%	+5.00% for every incremental 1% in Unlevered Free Cash Flow above target
Target	\$239,075,219 *	100%	100%
Above Threshold	\$191,260,176to <\$239,075,219 *	80% to <100%	-5.00% for every 1% decrease in Unlevered Free Cash Flow below target
Threshold	<\$191,260,176 *	<80%	0%

[*Targets established prior to 2021 divestitures, include both Continuing and Discontinued Operations and are measured on a constant currency basis.]

Individual Objectives

Individual objectives make up **50%** of your bonus payment for the year. Objectives will be set by each participant and their manager at the start of the year. At the end of the year, 50% of your targeted bonus will be based on the results attained for those objectives. Results for each objective will be rated by your manager, and a final overall percentage between 0% and 200% should be applied by the manager to this portion of the bonus. ***The system used to plan incentive payments will not accept any percentage above 200%***

Timing of Bonus Payments

Bonuses, if paid at all, are paid once a year as soon as administratively practicable after the Company's certification of achievement against the metrics outlined above. Furthermore, the timing of bonus payments is contingent on the publication of Laureate's 2021 audited financial statements.

New Hire

Bonuses for Plan participants hired on or after March 1st of the Performance Period will be prorated depending on the date of hire. Those hired prior to March 1st will not have their bonus prorated. For example, someone hired on July 1st would receive a prorated bonus of 184/365^{ths} of their projected bonus. Employees hired after November 1st of any year are ineligible for a bonus payment for that year. Please consult your local HR partners for the new hire date that applies to your country/region.

Internal Transfer/Promotion

Employees transferring from one bonus-eligible position within the Company to another will have their bonus compensation pro-rated based on their time in each position if the change in position means a change in salary grade and therefore eligibility. An employee who transfers from a bonus-eligible position to other positions within the Company not covered by this Plan will be paid bonus compensation based on the job they are leaving and only for the pro-rated period the employee actually worked in the bonus-eligible position.

Termination

Employees who leave the Company either voluntarily or involuntarily are not eligible for bonus payments under this Plan. To be eligible for a bonus payment, the participant must be actively employed by the Company on the exact date that the bonuses are paid. Notwithstanding the foregoing two sentences, for 2021, any employee who is involuntarily terminated without cause by the Company will be eligible to receive a pro-rated portion of his or

her 2021 performance bonus if the employee works through June 30, 2021, to be paid at the same time and under the same circumstances as then-current employees.

Putting It All Together – Sample Bonus Payment Calculation

Targets were set at the start of the calendar year for each bonus plan component.

After the end of the period, results are tabulated. If results exceed threshold in a positive manner, and Gatekeepers are met or exceeded, a bonus payment will be calculated using the tables above.

Bonus Calculation Example with G&A Modifier

Annual Base Salary: \$200,000
 Incentive Target (as % of salary): 30%
 Annual Bonus Target: \$60,000 (30% of \$200,000)
 EBITDA Gatekeepers Met or Exceeded: Yes
 Internal Control(s) – 2021 Material Weakness: No
 G&A Modifier: 70%, 100% and 130%

Bonus Factor	Business/ Individual Weight	Weight	Bonus at Target	Factor Target	Result	Attainment of Target	Multiple Factor %	Bonus Result
Adjusted EBITDA	80%	40%	\$19,200	\$450,192,317	\$441,188,471	98%	86.67%	\$16,641
Revenue		30%	\$14,400	\$2,159,554,073	\$2,181,149,614	101%	110%	\$15,840
New Enrollment		20%	\$9,600	390,080	429,088	110%	166.67%	\$16,000
Unlevered Free Cash Flow		10%	\$4,800	\$239,075,219	239,075,219	100%	100.00%	\$4,800
Individual Objectives	20%	100%	\$12,000	Individual Goal for 2021	Individual Result for 2021	4 (Exceeds Expectations)	115% *	\$13,800
	100%		\$60,000				TOTAL	\$67,081
							TOTAL with G&A Modifier @ 70%	\$46,957
							TOTAL with G&A Modifier @ 100%	\$67,081
							TOTAL with G&A Modifier @ 130%	\$87,205

*The factor % applied to the individual portion of the bonus is determined based on the employee's performance rating and the organizational achievement.

This example is for illustration purposes only. Your specific salary level and results will vary from this example and there is no guarantee that you will earn any level bonus in any given performance period.

Additional Information

Employees may not expect to participate in this Plan if they are participants in any other cash-based short-term incentive plan of the Company. Short-term incentive plans are defined as plans for which desired results will be achieved in 1 year or less.

The Plan may be amended, revised, replaced, or terminated at any time unilaterally by the Company. The Company reserves the right to interpret and implement the terms of this Plan in its sole discretion.

Incentive targets may be adjusted by the Company at its sole discretion for any reason during the course of the Performance Period, including but not limited to changes in business conditions.

The Plan is governed by the laws of the State of Maryland.

The Plan forms a part of the Laureate Education, Inc. Amended and Restated 2013 Long-Term Incentive Plan (the "2013 Plan"). To the extent there are any conflicts between the Plan and the Equity Plan, the terms of the 2013 Plan will control.

Nothing herein guarantees to you the right to continued employment with the Company, nor does it obligate the Company to make any Annual Incentive Plan payment, regardless of whether any of the performance criteria described herein have been met or exceeded. **You will remain an at will employee at all times.**

The Company retains the right to make adjustments in subsequent payments for errors that have occurred with relation to Annual Incentive Plan payments. This includes both errors made in favor of the plan participant, and errors made in favor of the Company.

Except as may be required by applicable law, you shall not disclose the terms of this form (including the Company's financial and other performance objectives disclosed herein).



March 16, 2021 Richard M. Buskirk

[address]

Dear Rick:

This letter is to confirm your promotion to the position of Senior Vice President and Chief Financial Officer reporting to Eilif Serck-Hanssen, Chief Executive Officer for Laureate Education, Inc. effective March 17, 2021. This position will be considered remote with no specific office assignment, however, may require frequent travel to the Corporate Office in Baltimore, MD. Also, this position classified as a regular, full-time salary position for wage and hour purposes, and we are making the following offer:

Position: Senior Vice President and Chief Financial Officer

Base Salary: \$380,000 Annually

Annual Bonus: Your target bonus percentage is 100% of Base Salary and will not be pro-rated for 2021 per our discussion.

LTI Target: Subject to the approval of the Compensation Committee of the Company's Board of Directors, you will continue to be eligible to participate in our annual equity-based compensation program with an annual target of 100% of your base salary.

Awards may be a mix of: i) restricted stock units, (ii) performance share units, and (iii) stock options, each with respect to the Company's* Class A common stock, par value \$0.004 per share (the "Class A Common Stock"). The exercise price of any stock options will be greater than or equal to the fair market value of the Class A Common Stock on the grant date. Awards will be subject to the terms and conditions of the Laureate 2013 Long-Term Incentive Plan (the "2013 Plan" as the same may be amended from time to time) and one or more award agreements that you must sign and accept in order to receive the awards.

As soon as practicable following the effective date of your promotion, the Company will recommend to the Compensation Committee that it grant you an equity award. The recommendation will be for you to receive the full award (100%) for 2021.

The Compensation Committee of the Company's Board of Directors may consider additional equity awards to you in future years.



LAUREATE
EDUCATION INC®

Congratulations on your new position, and we wish you continued success at Laureate Education, Inc. Please indicate your acceptance of this offer by signing in the space provided below and returning it to my attention, retaining a copy for your files.

Sincerely,

/s/ Eilif Serck-Hanssen

Eilif Serck-Hanssen Chief Executive Officer Laureate
Education, Inc.

Acknowledgement of Acceptance:

_____ /s/ *Richard Buskirk* 3/16/2021
Signature Date

650 SOUTH EXETER STREET BALTIMORE, MD 21202 WWW.LAUREATE.NET

[*] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION IS BOTH (1) NOT MATERIAL AND (2) IS THE TYPE THAT THE COMPANY TREATS AS PRIVATE OR CONFIDENTIAL.

April 14, 2020

To: Rick Buskirk
Senior Vice President, Corporate Development

From: Timothy P. Grace
Chief Human Resources Officer

Subject: Corporate Retention Program

Dear Rick,

As you know, we consider you a critical member of our team, and this letter is to inform you that Laureate Education, Inc. (the "Company") would like to offer you the opportunity to participate in the corporate retention program (the "Program").

The Program is designed to encourage your continued employment at the Company at least through the end of the Company's exploration of strategic alternatives for its businesses (the "Strategic Alternative Process") by offering you (i) a cash payment (the "Retention Bonus") based on the total value generated for shareholders during the Strategic Alternative Process, (ii) the acceleration of your outstanding and non-forfeited equity awards upon certain terminations of employment prior to and for a limited time following the end of the Strategic Alternative Process and (iii) enhanced severance benefits upon certain terminations of employment prior to and for a limited time following the end of the Strategic Alternative Process or following a change in control of the Company. These three elements of the Program are discussed in detail below.

Capitalized terms that are not defined in the body of this letter are defined in Annex A.

I. Retention Bonus

You will be eligible to receive your Retention Bonus on the earlier of (i) the date of consummation of a Change in Control (as defined under the Company's Amended and Restated 2013 Long-Term Incentive Plan (the "Plan")) or (ii) the date the Board of Directors of the Company (the "Board") declares a close to the Strategic Alternative Process (together with (i), the "Determination Date").

The Retention Bonus will be determined by multiplying (x) your target amount of \$244,800 (the "Target Amount", which is 75% of your current base salary) by (y) a value factor ranging from 0-2 (with the target being 1), based on the Total Value to Shareholders, and multiplying that product by (z) a fraction, the numerator of which is the number of whole months from January 27, 2020 to the Valuation Date and the denominator of which is twelve (collectively, the "Retention Bonus Amount"). The applicable performance goals with respect to Total Value to Shareholders and corresponding value factors are listed in Annex B.

In the event that, prior to the Determination Date, your employment is terminated by the Company or its affiliates without Cause or you resign for Retention Bonus Good Reason, you will be eligible to receive a Retention Bonus determined in accordance with the paragraph above (the "Pro-Rata Retention Bonus Amount").

Retention Bonus Vesting

Unless you become eligible to receive the Pro-Rata Retention Bonus Amount, in order to receive your Retention Bonus, you must remain employed by the Company or its affiliates in good standing through the Determination Date, and you must not have given notice of your intent to resign from employment without Retention Bonus Good Reason on or before the Determination Date.

If your employment with the Company or its affiliates is terminated prior to the Determination Date for any reason other than a termination without Cause or a resignation for Retention Bonus Good Reason, you will not be eligible to receive your Retention Bonus.

Retention Bonus Payment Date

Subject to your satisfaction of the applicable conditions set forth above, the Retention Bonus will be paid to you as soon as practicable on or following the Determination Date, or, if earlier, the date your employment is terminated by the Company or its affiliates without Cause or you resign for Retention Bonus Good Reason, as applicable, (together with the Determination Date, the "Payment Event") but no later than the earlier of (i) 90 days following the applicable Payment Event, and (ii) March 15 of the year following the applicable Payment Event.

II. Equity Acceleration

In the event that, either prior to the Determination Date or during the Equity Acceleration Protected Period, your employment is terminated by the Company or its affiliates without Cause or you resign for Modified Good Reason, all your then-outstanding and non-forfeited equity awards ("Covered Awards") granted under the Plan will vest in full and settle (with performance targets deemed attained) on or within thirty (30) days after the date of your termination of employment. If you remain employed with the Company or its affiliates as of the Determination Date and through the end of the Equity Acceleration Protected Period, the vesting of your Covered Awards will not accelerate as provided in the previous sentence.

All other terms and conditions of your Covered Awards will continue to apply with full force and effect (including with respect to vesting and settlement in the normal course and with respect to any enhanced treatment upon a qualifying termination on or following a Change in Control) in accordance with the Plan and the applicable award agreements made thereunder.

III. Severance Enhancements

In the event that, either prior to the Determination Date or during the Severance Policy Protected Period, your employment is terminated by the Company or its affiliates without Cause or you resign for Modified Good Reason, you will receive severance equal to and subject to terms identical to the severance benefits under the Severance Policy, as provided in Section 2.01 (Change in Control) of the Severance Policy, that a Participant (as defined in the Severance Policy) who is a member of the Executive Leadership Team would be eligible to receive if the Company were to terminate such Participant's employment for any reason other than Cause, or if such Participant were to terminate such Participant's employment for Good Reason, on or at any time during the twelve (12)-month period following a Change in Control (as Cause, Good Reason and Change in Control are defined in the Severance Policy) (such benefits, the "Severance Benefits").

In addition to the Severance Benefits, you will also receive upon such a termination of employment during the Severance Policy Protected Period an amount (the "Pro-Rata Annual Bonus", and together with the Severance Benefits, the "Protected Period Severance Benefits") equal to your annual target bonus for the year of your termination multiplied by a fraction, the numerator of which is the number of days that have elapsed in the year of your termination from the start of such year through the date of your termination and the denominator of which is three-hundred sixty-five (365).

Any right you may have to the Protected Period Severance Benefits pursuant to this letter agreement will be subject to the same payment schedule and terms and conditions (including without limitation the execution and non-revocation of a general release of claims) that are set forth for the Severance Benefits in the Severance Policy as applied to a Participant who is a member of the Executive Leadership Team.



Notwithstanding any other sentence of this letter agreement, (i) other than the Protected Period Severance Benefits, you shall not be eligible for any other benefits under the Severance Policy and shall not be considered a Participant under the Severance Policy under any circumstances, (ii) you will only be able to receive the Protected Period Severance Benefits once, (iii) during the Severance Policy Protected Period you will not be eligible to receive benefits under any other severance policy or arrangement of the Company and (iv) with respect to any qualifying termination outside of the Severance Policy Protected Period, you shall be eligible for severance benefits in accordance with the Company's Severance Policy for Executive and Non-Executive Employees as they would otherwise apply to you absent this letter agreement.

IV. Eligibility, Confidentiality, Other Agreements

You are only eligible for the Program and any payment or benefit described in this letter agreement if you sign and return this letter agreement no later than April 20, 2020.

The Program is targeted to critical positions and certain terms are confidential in nature. As part of accepting this letter agreement, you agree to keep the information on Annex B confidential. Should you fail to maintain this confidentiality, the Company may, in its discretion, declare your right to receive payment hereunder as forfeited.

Any payments under the Program are subject to your execution of an effective and irrevocable general release of claims against the Company, its affiliates, and other specified persons (other than with respect to the compensation and benefits described herein or otherwise owed to you); provided that if you are still employed by the Company on the Determination Date, the release for the Retention Bonus will be solely with respect to any claims related to the Retention Bonus.

This letter agreement (including Annex A and Annex B) contains all of the understandings and representations between the Company and you relating to the Program, the Retention Bonus, the equity acceleration, the Severance Benefits and the Pro-Rata Annual Bonus described herein and supersedes all prior and contemporaneous understandings and representations, both written and oral, with respect thereto; provided, however, that except as expressly set forth in this letter agreement, the Plan, all award agreements made thereunder and Company's Severance Policy for Executive and Non-Executive Employees will continue to apply with full force and effect.

Please sign in the space provided below to acknowledge your agreement and acceptance of the Program and terms of this letter agreement and return this letter agreement to me no later than April 20, 2020.

We appreciate all that you do to contribute to our organization's success! If you have any questions or concerns, please feel free to reach out to me.

Regards,

/s/ Timothy Grace 4/28/2020

Timothy P. Grace
Chief Human Resources Officer

Accepted: /s/ Richard Buskirk _____ Date: 4/15/2020
Rick Buskirk

Annex A: Certain Definitions; Other Terms and Conditions

I. Definitions

“Cause” has the meaning that term is given in the Severance Policy.

“Equity Acceleration Protected Period” means the period beginning on the Determination Date and ending on the twelve (12)-month anniversary of the Determination Date.

“Modified Good Reason” means the occurrence of any of the following without your consent: (i) material diminution in your base salary, (ii) as of and following the Determination Date, material diminution in your authority, duties or responsibilities when compared to your authority, duties or responsibilities as of January 27, 2020, or (iii) a relocation by more than fifty (50) miles in the principal location in which you are required to perform services; provided that Modified Good Reason shall not exist unless and until you provide the Company with written notice of the acts alleged to constitute Modified Good Reason within ninety (90) days of your knowledge of the occurrence of such event, and the Company fails to cure such acts within thirty (30) days of receipt of such notice, if curable. You must terminate employment within sixty (60) days following the expiration of such cure period for the termination to be on account of Modified Good Reason.

For the avoidance of doubt, Modified Good Reason under clause (ii) above can only occur after, and not before, the Determination Date.

“Retention Bonus Good Reason” means the occurrence of either of the following without your consent: (i) material diminution in your base salary, or (ii) a relocation by more than fifty (50) miles in the principal location in which you are required to perform services; provided that Retention Bonus Good Reason shall not exist unless and until you provide the Company with written notice of the acts alleged to constitute Retention Bonus Good Reason within ninety (90) days of your knowledge of the occurrence of such event, and the Company fails to cure such acts within thirty (30) days of receipt of such notice, if curable. You must terminate employment within sixty (60) days following the expiration of such cure period for the termination to be on account of Retention Bonus Good Reason.

“Severance Policy” means the Company’s Severance Policy for Executives, as it may be amended from time to time.

“Severance Policy Protected Period” means the period beginning on the Determination Date and ending on the twelve (12)-month anniversary of the Determination Date.

“Total Value to Shareholders” as of the relevant Valuation Date means the total return to shareholders of the Company as of such date, as determined in good faith by the compensation committee of the Board (in each case, appropriately adjusted for any stock split, reverse stock split or other similar corporate events) and expressed as a dollar amount per share of Company common stock, calculated as the sum of:

- (A) (i) the average closing price of the Company’s common stock over the 30 trading days prior to the Valuation Date, or (ii) solely if the Valuation Date is the date of consummation of a Change in Control, then the price per share received in the Change in Control; **PLUS**
- (B) the value of cash dividends paid on the Company’s common stock during the Strategic Alternative Process and on or prior to the Valuation Date (which shall be deemed to have been reinvested in Company common stock effective as of the “ex-dividend” date based on the closing price for the Company’s common stock as of the ex-dividend date); **PLUS**
- (C) in the case of a spin-off or similar transaction in which shares of a subsidiary of the Company (a “Spinco”) are issued to the Company’s shareholders, the value as of the Valuation Date of the number of Spinco shares issued in respect of each share of common stock of the Company in the spin-off or other similar transaction.



“Valuation Date” means the earlier to occur of (i) the date your employment is terminated by the Company or its affiliates without Cause or you resign for Retention Bonus Good Reason and (ii) the Determination Date.

II. Other Terms and Conditions

This letter agreement and the Program shall not be construed to otherwise alter the terms or conditions of your employment by the Company or any of its affiliates. Neither the execution of this letter agreement nor the award of the Retention Bonus will be construed as entitling you to continued employment with the Company (or any affiliate of or successor to the Company) or otherwise interfere with the right of the Company (or any affiliate of or successor to the Company) to terminate your service at any time for any reason.

The Retention Bonus is a special incentive payment and shall not be taken into account in computing the amount of salary or compensation for purposes of determining any bonus, incentive, pension, retirement, death or other benefit under any other bonus, incentive, pension, retirement, insurance or other employee benefit plan of the Company or its affiliates, unless such plan or agreement expressly provides otherwise.

Any amounts payable under this letter agreement shall be less all withholdings and authorized deductions.

All payments and benefits provided for in this letter agreement are intended to qualify for an exception to, or be in compliance with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, and this letter agreement will be interpreted or construed consistently with that intent.

This letter agreement may not be amended or modified unless in writing signed by both the Company and you. This letter agreement shall be construed in accordance with the laws of the State of Maryland without regard to conflicts-of-law principles. This letter agreement may be executed in one or more counterparts, all of which taken together will be deemed to constitute one and the same original.



ANNEX B

Target Amount: \$244,800

Total Value to Shareholders	Value Factor*	Payout as % of Target
[*]	0	0.0%
[*]	.25	25%
[*]	.5	50%
[*]	1	100%
[*]	1.5	150%
[*]	2	200%
[*]	2	200%

*Straight-line interpolation between values

Exhibit 10.46



Independent Contractor and Consultant Agreement

This Independent Contractor and Consultant Agreement ("Agreement") is entered into as of May 28, 2021, by and between Laureate Education, Inc., a Delaware public benefit corporation having an address at 650 S. Exeter Street, Baltimore, Maryland 21202 ("Client"), and **Marcelo Barbalho Cardoso**, Brazilian citizen, married, chemical engineer, bearer of the identity card RG No. [redacted] (SSP/SP), enrolled with the CPF/ME under No. [redacted] ("Consultant"), of [address] with the following terms and conditions.

I. Purpose

Client hereby retains Consultant to provide the services to Client and Consultant agrees to provide the services to Client as set forth in this Agreement, subject to the terms and conditions of the Agreement.

II. Role of Consultant

Consultant shall be an independent contractor. Consultant agrees that:

Consultant is not an employee of Client and will be solely liable for all social security, unemployment and other taxes, whether local, state or federal and that Consultant will, upon request, submit to Client evidence of the payment of monthly withholding taxes in Brazil.

In connection with providing Consultant's services, Consultant will report directly to the Chief Executive Officer of the Client (the "CEO").

The desired results of Consultant's services will be mutually agreed upon by Client and Consultant.

Consultant shall be the Executive Vice President and Chief Operating Officer of the Client and in such role shall supervise the operations of the Client, and in general shall perform such other duties as are incident to the office of chief operating officer of a corporation, including those duties customarily performed by persons occupying such office, and shall perform such other duties as, from time to time, may be assigned to Consultant by the CEO or the Board of Directors of the Client. To the extent that Client has obligations to disclose certain officers of the Client in accordance with applicable law or regulations, including, without limitation any securities laws, Client may disclose Consultant as its Executive Vice President and Chief Operating Officer, notwithstanding that Consultant shall be an independent contractor.

III. Term and Termination

The term of this Agreement will begin on the date of consummation of the sale of all of Client's operations and subsidiaries in Brazil (the "Effective Date") and continue through December 31, 2022 (the "Initial Term"). Unless otherwise terminated in accordance with this Agreement, this Agreement shall automatically renew for an additional term of one (1) year (each a "Renewal Term") commencing on the day immediately following the last day of the Initial Term or the then

ending Renewal Term (the Initial Term and all Renewal Terms being referred to herein as the “Term”).

This Agreement shall terminate if:

- (A) Client gives Consultant not less than sixty (60) days’ prior written notice of Client’s intention to terminate this Agreement; or
- (B) Client terminates this Agreement for Cause; or
- (C) Consultant gives Client not less than sixty (60) days’ prior written notice of Consultant’s intention to terminate this Agreement.

For purpose of clause (B) above, “Cause” shall mean (a) gross negligence and willful malfeasance by the Consultant in connection with the performance of his duties with respect to the Client, any affiliate of the Client or any successor to Client or an affiliate of Client, (b) conviction of, or pleading guilty or nolo contendere to, any felony, (c) theft, embezzlement, fraud or other similar conduct by the Consultant in connection with the performance of his duties with respect to the Client, any affiliate of Client, or any successor of Client or an affiliate of Client or (d) willful and material breach of any applicable agreements with Client, any affiliate of Client, or any successor of Client or an affiliate of Client, including, without limitation, engaging in any action in breach of applicable restrictive covenants.

IV. Compensation

Client shall pay Consultant for the services provided under this Agreement the amounts as described on Schedule A attached hereto.

Client shall also reimburse Consultant for travel and telephone expenses in accordance with Client’s then-applicable corporate travel policy.

Client shall pay Consultant compensation under this Agreement monthly in arrears with payments made on the 5th day of each month for services rendered during the prior month. With respect to any request for reimbursements of expenses, Consultant shall submit invoices within thirty (30) days of the date on which the expense was incurred. Consultant further agrees that Client will not have any liability whatsoever as to any expense not invoiced within such thirty-day period.

V. Prior Compensation Arrangements

A. Immediately prior to the Effective Date, Consultant was the Chief Executive Officer, Brazil, and employed by a subsidiary of Client organized under the laws of Brazil (the “Brazil Subsidiary”). In connection with such employment by the Brazil Subsidiary, Consultant and Client executed that certain letter agreement with execution date of March 27, 2020 regarding a special transaction bonus and certain changes in the event of termination of employment with the Brazil Subsidiary, as amended by that certain letter amendment agreement dated October 22, 2020 (as amended, the “Transaction Bonus Agreement”), pursuant to which Consultant shall be entitled to receive payments in an amount equal to USD \$336,391 (the “Transaction Bonus”). This Agreement does not alter or amend any terms and conditions of the Transaction Bonus Agreement with respect to the Transaction Bonus and the Transaction Bonus shall be paid in accordance with the terms and conditions of the Transaction Bonus Agreement.

B. In addition to the compensation set forth on Schedule A attached hereto, Client agrees to pay to Consultant a one-time lump sum payment in the gross amount of USD \$350,000 (the “Additional Transaction Bonus”). This Additional Transaction Bonus shall be paid to Consultant by the Brazil Subsidiary, on behalf of the Client on the Effective Date. Consultant shall be obligated to repay the Additional Transaction Bonus in full to Client if Consultant terminates this Agreement or gives notice to terminate this Agreement within twelve months after the Effective Date. Client shall not be entitled to any repayment of the Additional Transaction Bonus if within twelve months after the Effective Date, Client exercise its right to terminate this Agreement.

VI. Outstanding Equity Awards with Client

In connection with Consultant's role as Chief Executive Officer in Brazil, Client granted to Consultant long-term incentive awards in the form of equity in the Client, which shall remain in effect pursuant to the terms of Client's 2013 Amended and Restated Long-Term Incentive Plan. Notwithstanding the termination of Consultant's employment with the Brazil Subsidiary and any terms set forth in the Transaction Bonus Agreement regarding equity acceleration, Consultant agrees that Consultant shall not be entitled to any acceleration of vesting for any unvested, non-forfeited equity awards granted to Consultant while employed with the Brazil Subsidiary solely as a result of termination of employment with the Brazil Subsidiary. Consultant expressly waives any right to such equity acceleration upon termination of employment with the Brazil Subsidiary because the Consultant will be entering into this consulting arrangement with Client and shall be entitled to receive additional equity in Client as part of the compensation for services rendered under this Agreement. Any such unvested equity awards will remain outstanding and vest in accordance with the terms set forth in the grant documents relating to such equity awards. Except as otherwise expressly waived in this Section VI, Consultant continues to have a right to acceleration of equity in accordance with terms of and subject to the conditions set forth in the Transaction Bonus Agreement.

VII. Severance with Brazil Subsidiary

In connection with the termination of Consultant's employment with the Brazil Subsidiary, Client shall cause the Brazil Subsidiary to pay to Consultant all termination benefits to which Consultant would be eligible to receive under applicable Brazil law (the "Termination Payments"), less any withholding for taxes and other authorized deductions. Termination Payments will be paid in accordance with applicable Brazil law. Client and Consultant agree that a portion of the Termination Payments that Consultant will receive from the Brazil Subsidiary are deemed to be severance under applicable Brazil law and such severance amounts are set forth on Schedule B attached hereto (the "Statutory Severance").

Notwithstanding the termination of Consultant's employment with the Brazil Subsidiary and any terms set forth in the Transaction Bonus Agreement regarding severance, Consultant shall not receive any additional severance amounts to which he may otherwise be eligible under the Transaction Bonus Agreement or the Laureate Education, Inc. Severance Policy for Executives, as in effect on the Effective Date (the "Effective Date Severance Policy").

Consultant further agrees that because Consultant is an independent contractor, Client shall not be obligated to pay to Consultant any termination benefits under applicable Brazil law for any services rendered under this Agreement. Notwithstanding that Client has no obligation to pay any termination benefits under applicable Brazil law to Consultant at the termination of this Agreement, Client agrees that Consultant shall be eligible to receive severance under the Laureate Education, Inc. Severance Policy for Executives, as in effect at the time of termination of this Agreement (the "Future Executive Severance Policy"), similar to the severance other executive leadership team members (other than the CEO) are eligible to receive under the Future Executive Severance Policy. For the purpose of clause 2.3(o) of the Effective Date Severance Policy prohibiting the duplication of termination benefits and any similar or comparable provisions in the Future Executive Severance Policy, Consultant understands and agrees that any benefits or compensation the Consultant is eligible to receive in the future under the Future Executive Severance Policy will be reduced by any benefit or compensation the Consultant is eligible to receive as a result of applicable law or under any further agreement with Consultant and will also be reduced by the total amount of Statutory Severance received by Consultant due to the termination of his employment contract with the Brazil Subsidiary on June 1, 2021.

Consultant and Client further agree that notwithstanding anything to the contrary set forth in the Effective Date Severance Policy regarding benefits that the chief operating officer may be entitled to receive or any similar or comparable provisions in the Future Executive Severance Policy, Consultant shall only be eligible to receive benefits that members of the executive

leadership team are eligible to receive (other than the CEO) and shall not be eligible to receive benefits associated with the COO position. For avoidance of doubt, Consultant shall be eligible to receive one and half times (1.5x) Consultant's Annual Base Fee and Annual Bonus if Consultant is terminated during the Severance Policy Protected Period (as defined in the Transaction Bonus Agreement) or during a twelve-month period following a Change of Control as set forth in the Effective Date Severance Policy. Otherwise, Consultant shall be eligible for one times (1x) Consultant's Annual Base Fee and Annual Bonus upon termination by Client without cause.

VIII. Confidentiality

Consultant acknowledges that, during the Term of this Agreement and in the course of performing its obligations hereunder, Client may disclose to Consultant certain confidential information and trade secrets relating to Client's past, present and future research, data, business strategies, marketing plans, development and business activities, designs, computer programs and code, machines, devices, systems, customer lists, personnel and financial information ("Confidential Information").

Consultant agrees that, until such time as the Confidential Information enters the public domain through no fault of Consultant, Consultant will never, directly or indirectly, use, disseminate, disclose, lecture upon or publish articles concerning any of the Confidential Information disclosed to Consultant by or on behalf of Client without the prior written consent of Client, except as may be required in the course of performing Consultant's obligations hereunder.

Consultant agrees to protect the Confidential Information from use or disclosure using no less than a reasonable degree of care.

It shall not be considered as Confidential Information: (i) information that was in the Consultant's possession without confidentiality obligation prior to receipt from the Client; (ii) those that, at the time of disclosure are already in the public domain or subsequently becomes available to the public through no breach of the confidentiality obligations by the Consultant; (iii) information lawfully obtained by the Consultant from a third-party without an obligation of confidentiality, provided such third-party is not, to the Consultant's knowledge, in breach of any confidentiality obligation relating to such information; or (iv) information required to be disclosed by any ruling of a governmental or regulatory authority or court or by mandatory law, provided that written notice of such ruling is given without undue delay to the Client so as to give the Client an opportunity to intervene and further provided that the employee uses reasonable efforts to obtain assurance that the Confidential Information will be treated confidentially.

All Confidential Information disclosed under this Agreement shall be and remain the property of Client. Upon expiration or termination of this Agreement and/or of Consultant's performance hereunder, or upon Client's request, Consultant agrees to return to Client all copies of Confidential Information, including without limitation all drawings, documents, records, note books, disks, tapes, data residing or recorded in electronic media, and all other representations of Confidential Information, whether prepared by Client, Consultant or others and/or demonstrably irreversibly render useless any such Confidential Information in his possession within 24 (twenty-four) hours.

Consultant understands that if he fails to comply with his obligations under this Agreement, the Client may bring appropriate legal action, request injunctions and indemnities, including criminal prosecution, as provided for in the Industrial Property Law (N° 9.279/96), Criminal and Criminal Procedure Codes and Civil Code. Penalties range from fines to imprisonment. In addition to being subject to applicable regulatory sanctions.

In the event of breach of the secrecy and confidentiality obligations set forth herein, in addition to the liability for damages as provided by the applicable law, the Consultant will be subject to a non-compensatory fine of R\$100,000 as provided for in article 416 sole paragraph of the Brazilian Civil Code, adjusted annually by the variation of the General Price Index - Market (IGP-M), published by Fundação Getúlio Vargas, for the period in which such Confidential Information is kept in secret and confidential.

Proprietary Rights/Ownership

Consultant acknowledges and agrees that all inventions, ideas, writings, reports, software, source codes, improvements, developments, discoveries, and any other works of authorship ("Work Product") produced or authored by Consultant in the course of performing the services, whether individually or jointly with others, together with any copyrights thereon, are "works made for hire" and the property of Client. To the extent that any Work Product may not, by operation of law or the terms of this Agreement, constitute works made for hire, Consultant hereby assigns to Client, without any need for additional remuneration due to the assignment, full and sole ownership of, and all intellectual property rights in, such items, and Client shall have the right to obtain and hold in its own name all intellectual property rights, intellectual property registrations and all similar protections which may be available in the Work Product. Consultant agrees to give Client or its designees all assistance reasonably required to perfect such rights. As a result of the above-mentioned assignment of rights, Consultant expressly acknowledges that the Client, by itself or by third parties authorized by the Client, may, as a sole and exclusive holder of all rights over the Work Product, freely dispose of them, as well as its extracts, excerpts or parts, giving them with any known or existing economic use.

In the event Client should not desire to copyright or patent any of said material and/or inventions but should desire to keep the same secret, Consultant agrees that he/she will provide Client with all assistance reasonably required to perfect such rights and do all in his power to assist Client in this and will not disclose any such information except with the prior written consent of Client.

Consultant shall not, during the Term of this Agreement, make use of or incorporate into the Work Product confidential and/or proprietary information, including copyrighted or patented material, of third parties for which Client does not already have express authorization or permission to use. Further, Consultant shall not make use of or incorporate any proprietary and/or confidential materials of third parties into his/her Work Product for Client without the knowledge and prior written consent of Client.

Consultant's obligations under this Paragraph IX shall survive termination of this Agreement. In connection with any breach or non-performance of the undertakings, obligations and covenants of the Consultant set forth above elsewhere in this Agreement, including the infringement of any third party intellectual property rights, Company reserves the right to pursue a claim against Consultant.

Consultant grants to Client the nonexclusive, perpetual right to use Consultant's name, likeness, voice and biographical material in any and all media in connection with the promotion, marketing, advertising, distribution, and exploitation of the Work Product and promotion of Client, in perpetuity.

Privacy and Personal Data

In order to be able to fulfill and execute this Agreement, the Consultant is aware that the Client will need to process the Consultant's personal data, which consists of any operation or set of operations carried out with personal data, including, for example, the collection, access, storage, sharing and transfer ("Processing") of personal data, in a manner electronic and manual. Personal data Handled by the Client may consist of, but is not limited to, name,

address, telephone, bank details, CPF, RG, payment amounts and benefits as well as sensitive personal data, such as union membership, health or biometric data (“Sensitive Data”, together, “Personal Data”).

The Consultant recognizes that his Personal Data may be shared with judicial, administrative and governmental authorities, as well as with other companies of the Client's economic group and its commercial partners, in Brazil and abroad, to the extent where necessary for: (i) compliance with the Client's legal and regulatory obligations; (ii) regular exercise of Client's rights; and (iii) execution of this Agreement, including, but not limited to, the preparation and processing of payment, granting of benefits in general, and other related purposes. In the case of benefits, the Consultant recognizes that, in exceptional cases, partners may receive data from the Consultant regardless of adherence to the specific benefit.

The Consultant acknowledges that, under this Agreement, it may be necessary for the Consultant to carry out some type of Processing of Personal Data in relation to customers, employees and/or subcontractors of the Client, or any other Personal Data that is obtained by Consultant or provided directly or indirectly by the Client under the Agreement, during the provision of the Services, on behalf of the Client.

The Consultant will comply with all the relevant requirements of the applicable legislation. This clause is additional and does not release, remove or replace the Consultant's obligations or rights under applicable law. The applicable data protection legislation means, as long as it remains in force, the LGPD and subsequent amendments, and any other laws and regulations in relation to the applicable Personal Data Processing and privacy, and, if applicable, all issued guidelines and codes of practice by the Brazilian Data Protection Authority (ANPD) or other relevant data protection or supervisory authority. All terms written here in capital letters must be interpreted in accordance with the applicable legislation.

The Processing of Personal Data by the Consultant shall be limited to the minimum necessary for the accomplishment of its purposes, with the scope of the relevant data, proportional and not excessive in relation to the purposes of the Processing necessary for the execution of the purpose of this Agreement, and only in accordance with the written instructions of the Client and for legitimate, specific, explicit and previously informed purposes to the Data Subjects. The Processing of Personal Data is prohibited in a manner incompatible with or for purposes other than those expressly determined in this instrument or in direct connection with the execution of the Services.

The Client reserves the right to introduce or change data protection and privacy policies whenever it deems necessary and the Consultant undertakes to comply with all obligations contained in such policies.

The Consultant will be responsible for the Personal Data of which he performs the Processing, being obliged to keep the Client free from any obligation and responsibility for any omissions or errors committed exclusively by the Consultant in the Processing of the Personal Data, if they have been Processed in disagreement with the lawful instructions of the Client or in breach of the applicable law.

XI. Applicable Law/Venue

Agreement shall be deemed to have been made in the State of Maryland, United States, and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Maryland, United States, without regard to conflict of laws principles. Judicial proceedings regarding any matter arising under the terms of this Agreement shall be brought solely in the competent federal or local courts of the State of

Maryland. Each of the parties hereby expressly, irrevocably, unconditionally and definitively waives any and all rights to trial by jury in any and all such judicial proceedings. Each of the parties acknowledges and agrees that it has had ample opportunity to consult adequately with legal counsel.

XII. Review of Progress

Consultant agrees to review his/her progress either verbally or in writing, as requested by Client from time to time, and to allow Client to inspect all work accomplished and/or in progress and Work Product produced pursuant to this Agreement.

. Non-Solicitation

For a period of two years following the termination of this Agreement, without the prior written consent of the Client, Consultant agrees not to solicit for employment or hire any of the current employees of the Client who are directly or indirectly introduced or otherwise have contact with Consultant as a result of this engagement with Client. Provided, however, that the foregoing provision will not prevent Consultant from employing any such person who contacts Consultant in response to a general solicitation or advertisement for employment, ceases to be an employee of Client prior to commencement of employment discussions with Consultant, or is presented by an employee search firm, employment agency or similar organization, so long as such employee search firm, employment agency or similar organization was not directed by Consultant to specifically contact such employee of Client.

XIV. Consultant Waiver and Release

In consideration of payments and benefits provided in this Agreement, whether in the form of fees paid by Client to Consultant for services under this Agreement or as salary or severance paid by the Brazil Subsidiary in connection with termination of employment of Consultant, the Consultant, for himself and all others releases and waives any claim against Client, its parents, subsidiaries (including, but not limited to the Brazil Subsidiary), affiliates, directors, officers, employees and agents (including but not limited to VC Network Educação S.A. and Ânima Holding S.A.), as well as its and their directors, officers, employees and agents (the "Releasees") related in any way to the Consultant's employment and termination of employment with the Brazil Subsidiary arising under statutory, contract or common law, including, but not limited to, any local, state or federal law regarding wages, benefits or employment practices, or any case or statutory law on defamation, abusive discharge, breach of contract, or whistleblower protection, excepting only those claims, if any, which the Consultant is prohibited by law from waiving. This release bars all claims arising or accruing up to and including the date Consultant signs this Agreement. The Consultant further agrees not to sue or otherwise institute or cause to be instituted or in any way voluntarily participate in the prosecution of any lawsuit against any person or entities released by this Agreement in any federal, state, or other court concerning any claims released by this Agreement. This Waiver and Release does not extend to any claim that the Consultant is precluded by law from waiving or releasing, or to any claim arising after this Release is signed. Consultant also is not prohibited from filing a charge with, complaining to, or participating in any investigation or proceeding conducted by any government agency. However, the Consultant acknowledges that that he is waiving any right to recover monetary or other individual relief from any such complaints or charges filed with, or lawsuit filed by, any such agency insofar as they assert claims released by this Agreement, except that this provision does not limit Consultant's ability to recover monies pursuant to the Security and Exchange Commission's whistleblower incentive award program.

. General Provisions

The term "Agreement" includes any amendments, modifications or supplements herein. The terms, provisions and conditions of this Agreement may be modified, altered, amended, changed or supplemented only by a writing signed by Consultant and by an officer of Client.

This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, discussions or representations, oral or written with respect to the subject matter hereof. Any purported subcontract, delegation, assignment or transfer by Consultant of this Agreement, or any of the duties or obligations, rights or remedies (whether in whole or in part) hereunder will not be binding upon Client without its prior written consent which, in view of the personal nature of services to be provided by the Consultant, may be withheld at the sole discretion of Client, and will be void and without legal effect.

If any section, condition, provision or covenant of this Agreement is held to be invalid, unlawful or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.

This Agreement does not constitute either party as the agent, employee or representative of the other for any purpose whatsoever. Neither party is granted any express or implied right or authority by the other party to assume or create any obligation or responsibility on behalf of or in the name of either party, or to bind the other party in any manner or thing whatsoever.

The failure of either party at any time to require performance by the other party of any provision will not affect in any way the full right to require such performance at any time thereafter.

Consultant and each of its agents, employees, and subcontractors working for Client will comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, as well as the laws of all countries in which goods are produced and delivered or services are to be performed by Consultant. Consultant agrees that it will not, in connection with transactions contemplated in this Agreement, or in connection with any other business transactions involving Client, transfer anything of value, directly or indirectly, to any person (including those in the private sector, as well as government officials and employees, and employees of government-controlled companies) in order to obtain any improper benefit or advantage.

Consultant represents and warrants that no money paid to Consultant as compensation or otherwise has been or will be used to pay any bribe or kickback in violation of applicable law.

Consultant further warrants that no payments will be made by Consultant, its agents, employees, or subcontractors on behalf of Client without obtaining prior approval from Client. A current and accurate written accounting must be kept of all payments made by Consultant, its agents, employees, or subcontractors on behalf of Client, or out of funds provided by Client. A copy of this accounting must be provided to Client upon request.

Consultant warrants that its owners, employees, agents and subcontractors are not agents, employees or otherwise affiliated with any government or instrumentality of any government, and that Consultant will inform Client of any change in such status.

Consultant agrees to answer promptly, fully, and truthfully any questions from Client related to Consultant's anti-corruption program and other controls related to corruption, and to cooperate fully in any Client investigation of a breach of this anti-corruption provision.

Consultant shall comply with Laureate Education's Code of Conduct and shall complete all required training and certifications, from time to time, as may be directed by the Client.

Consultant may be subject to legal action for violation of this Section XV, and the parties agree that, in addition to all other remedies, specific performance and injunctive and equitable relief may be a remedy for any breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CONSULTANT LAUREATE EDUCATION, INC.

By: /s/ Marcelo B. Cardoso By: /s/ Timothy Grace
(signature) (signature)

Name: Marcelo B. Cardoso Name: Timothy Grace
(Print name) (Print name)

Title: _____ Title: CHRO

Date: 5/28/2021 Date: _____

SCHEDULE A
COMPENSATION

Annual Base Fee: BRL 1,900,000, which shall be paid in twelve (12) equal monthly installments over a calendar year period, with each monthly installment being equal to BRL 146,153.84. In addition, every December, the Consultant will receive one extra monthly fee, equivalent to 13th monthly. The 13th monthly payment shall be calculated based on the average of Annual Base Fee, Annual Bonus and any other cash consideration provided by Client to Consultant during such year, and in any event, calculated in accordance with applicable Brazil laws and regulations. For 2021, the extra annual monthly fee will be pro-rated from the Effective Date.

Annual Bonus: Your annual target bonus is 100% of the Annual Base Fee, payable in the year following the performance year, customarily in late March. Performance metrics for the Annual Bonus will be determined within 45 days of the Effective Date and agreed between you and the CEO. Your 2021 Annual Bonus, if any, will be calculated based on Brazil operational performance for such periods prior to termination by the Brazil Subsidiary and as of the Effective Date will be based solely on Corporate consolidated performance.

Long-Term Incentive Target: Prior to the Effective Date of this Agreement, Consultant received a long-term incentive award valued at 85% of Consultant's Annual Base Fee for the 2021 annual equity grants. As of the Effective Date, Client will receive an additional long-term incentive award to be valued at 65% of your Annual Base Fee. Commencing with the annual equity grants made by Client in 2022, subject to the approval of Client's Compensation Committee, Client will grant to you a long-term incentive award to be valued at 150% of your Annual Base Fee on the grant date.

The award may be a mix of (i) restricted stock units, (ii) performance share units, and/or (iii) stock options, each with respect to the Client's Class A common stock, par value \$0.004 per share (the "Class A Common Stock"). The number of restricted stock units and performance share units will be determined by dividing the target value for such units by the Class A Common Stock's fair market value on the grant date and the number of any stock options will be determined using the Company's standard Black-Scholes valuation and assumptions applied on the date of grant. The exercise price on any stock options will be equal to the fair market value of the Class A Common Stock on the grant date. Awards will be subject to the terms and conditions of the Client's Amended and Restated 2013 Long-Term Incentive Plan (the "Plan") and one or more award agreements that you must sign and accept, which will include time and/or performance-based vesting.

The Compensation Committee of the Client's Board of Directors may consider additional equity awards to you in the future.

Other Cash Benefits: Car Plan: BRL190,328, annually, with the payment to be made in July 2021.

Meal Vouchers: BRL 16,785.67, annually

Vacation Premium: 1/3 of Consultant's monthly fee, to be paid when the Consultant is enjoying vacation. While Consultant is taking vacation days off, the monthly fee will continue to be paid. The monthly fee paid during vacation and the vacation premium shall be calculated based on the average of Annual Base Fee, Annual Bonus and any other cash consideration provided by Client to Consultant during such year, and in any event, calculated in accordance with applicable Brazil laws and regulations.

Other Non-cash Benefits: Life Insurance: BRL 9,701.49 per month

Health Insurance: BRL 14,218.96 per month

Consultant shall be obligated to obtain insurance with third party providers at his own cost and expense and with coverages as determined by the Consultant for Consultant and his family. Client will provide subsidies for such insurance coverage to Consultant in the amounts set forth in this section.

SCHEDULE B
STATUTORY SEVERANCE

Following are details on the types of payments and amounts paid by the Brazil Subsidiary for termination of employment of Consultant on June 1, 2021 and considered Statutory Severance for purposes of this Agreement:

<u>Category/Type of Payment</u>	<u>BRL</u>	<u>USD*</u>
Notice Period Payment base salary**	277,444.28	52,714.41
Notice Period Payment Average of Previous Payments over years of service ***	306,463.76	58,228.11
13 th salary pro rata for notice period	23,120.36	4,392.87
13 th month average of payments pro rata for notice period	25,538.65	4,852.34
Proportional vacation for Notice period (June 1 through July 31)	23,120.36	4,392.87
Proportional vacation for Notice period average payments (June 1 through July 31)	25,538.65	4,852.34
1/3 of vacation for Notice Period	16,219.27	3,081.74
Pension Contribution at dismissal	60,707.09	11,534.35
Penalty (40% of contributed balances)	<u>1,100,972.92</u>	<u>209,184.86</u>
Total	1,859,125.34	353,233.89

*USD is based on F/X rate as of May 14, 2021. The actual amount will be based on F/X rate on June 1, 2021.

** Notice period is based on the number of years of employment. Calculated based on 30 days for the first year of employment, plus 3 days for each year of employment. Marcelo is entitled to 60 days' notice.

This amount is based on his annual base salary.

*** This amount is based on the average of all other payments Marcelo received over his employment, including, without limitation, bonus, car allowance, meal vouchers, vacation, etc. The average amount is also paid for the same 60 day notice period.

**Laureate Education, Inc.
List of Subsidiaries as of February 11, 2022**

Company	Jurisdiction of Organization
Educacao Interativa do Brasil, Ltda.	Brazil
LEI Combination Holdings Limited	Cayman Islands
Fleet Street Development Company SpA	Chile
Inmobiliaria Educacional SPA	Chile
Inmobiliaria e Inversiones San Genaro, SPA	Chile
Inmobiliaria e Inversiones San Genaro Dos, SPA	Chile
Laureate SPA	Chile
Laureate Holding SPA	Chile
Servicios Andinos SPA	Chile
Servicios Profesionales Ad Portas, Ltda.	Ecuador
Fleet Street Development Company Honduras, S. de R.L. de C.V.	Honduras
Laureate Education Asia Limited	Hong Kong
LEI China, Limited	Hong Kong
LEI Holdings, Ltd.	Hong Kong
India Centric Education Hub Private Limited	India
Exeter Street Holdings Sdn. Bhd.	Malaysia
LEI Management Asia Sdn Bhd	Malaysia
Colegio Americano de Veracruz, S.C. ¹	Mexico
Colegio Villa Rica Coatzacoalcos, S.C. ¹	Mexico
Colegio Villa Rica, S.C. ¹	Mexico
Corparación Educativa de Celaya, S.C.	Mexico
Fundacion UVM, S.C. (fka Fundación Laureate S.C)	Mexico
Institute for Executive Development Mexico S.A. de C.V.	Mexico
Laureate Education Mexico, S. de R.L. de C.V.	Mexico
LE Proteccion Contigo Agente de Seguros, SA de CV.	Mexico
LEM Holdco, S DE RL De CV	Mexico
Servicios Regionales Universitarios LE, S.C.	Mexico
Universidad Autónoma de Veracruz, S.C. ¹	Mexico
Universidad del Valle de México, S.C. ¹	Mexico
Universidad Tecnológica de Mexico, S.C. ²	Mexico
Administradora CA Universitaria, S.C.	Mexico
Education Trademark B.V.	Netherlands
Fleet Street International Universities C.V.	Netherlands
Laureate I B.V.	Netherlands
Laureate Coöperatie U.A.	Netherlands
Laureate International B.V.	Netherlands
Laureate Middle East Holdings B.V.	Netherlands
Laureate OnLine Education B.V.	Netherlands
Laureate Netherlands Holding B.V. (fka Iniciativas Culturales de España B.V.)	Netherlands
Laureate Trademark Holding B.V.	Netherlands
Laureate-University of Liverpool Ventures B.V.	Netherlands
LEI AMEA Investments B.V.	Netherlands
LEI European Investments, B.V.	Netherlands
Online Higher Education B.V.	Netherlands
Sumadi Global B.V.	Netherlands

¹ D/B/A Universidad del Valle de Mexico

² D/B/A Universidad Tecnológica de México; Universidad del Valle de Mexico

Company

Desarrollos Urbanos Educativas, S. de R.L.
Laureate Peru, S.A.C. (fka Inversiones Educativas Perú S.R.L.)
Laureate Education Perú S.A.C.
Metramark S.A.C.
Universidad Peruana de Ciencias Aplicadas, S.A.C.
Universidad Privada del Norte, S.A.C.
Instituto de Educacion Superior Privado Cibertec SAC (fka Instituto de Educación Superior Tecnológico Privado Red Avansys S.A.C.)
OIE Support spółka z ograniczoną odpowiedzialnością w organizacji
Laureate Vocational Saudi Limited
LEI Singapore Holdings Pte. Ltd.
Laureate-Obeikan, Ltd.
Exeter Street Holdings LLC
Fleet Street International University Holdings, LLC
FSIUH Holding LLC
Exeter Street Illinois LLC (fka Kendall College LLC)
Laureate US Holdings Corporation
LEI Administration, LLC
National Hispanic University, LLC
Post-Secondary Education Acquisition Corporation

Jurisdiction of Organization

Panama
Peru
Peru
Peru
Peru
Peru
Peru

Poland
Saudi Arabia
Singapore
United Arabs Emirates
Maryland, USA
Maryland, USA/ Netherlands
Maryland, USA/ Netherlands
Illinois, USA
Delaware, USA
Maryland, USA
California, USA
Delaware, USA

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-3 (No. 333-255452) and Form S-8 (No. 333-217010) of Laureate Education, Inc. of our report dated February 24, 2022 relating to the financial statements and the effectiveness of internal control over financial reporting, which appears in this Form 10-K.

/s/ PricewaterhouseCoopers LLP

Baltimore, Maryland
February 24, 2022

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Eilif Serck-Hanssen, certify that:

1. I have reviewed this Annual Report on Form 10-K of Laureate Education, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information related to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2022

/s/ EILIF
SERCK-
HANSEN
Eilif Serck-
Hanssen
President and
Chief Executive
Officer

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Richard M. Buskirk, certify that:

1. I have reviewed this Annual Report on Form 10-K of Laureate Education, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information related to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 24, 2022

/s/ RICHARD
M. BUSKIRK

Richard M.
Buskirk
Senior Vice
President and
Chief Financial
Officer

Certificate Pursuant to Section 906 of the Sarbanes-Oxley Act Of 2002

In connection with the Annual Report of Laureate Education, Inc. on Form 10-K for the annual period ended December 31, 2021, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of Laureate Education, Inc. does hereby certify, to the best of such officer's knowledge and belief, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

- (1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 24, 2022

/s/ EILIF SERCK-HANSSEN

Eilif Serck-Hanssen

President and Chief Executive
Officer

/s/ RICHARD M. BUSKIRK

Richard M. Buskirk

Senior Vice President and Chief
Financial Officer