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**ALLIANT INTERNATIONAL UNIVERSITY, INC.
RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT**

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Schedule A - Stockholders

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RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT

THIS **RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT** (this "**Agreement**"), is made as of the ____ day of _____, 2014 by and among Alliant International University, Inc., a California benefit corporation (the "**Company**"), the Stockholders listed on Schedule A (the "**Stockholders**").

WHEREAS, the Company and [Alliant International University], a California not for profit corporation ("**Old Alliant**") are party to an Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**") with respect to the Company's purchase of assets from Old Alliant, a condition of which is that the Investors enter this Agreement; and

WHEREAS, as a condition to entering into the Purchase Agreement, the Company and the Stockholders are required to enter into this Agreement;

NOW, THEREFORE, the Company, and, the Stockholders agree as follows:

1. Definitions.

1.1 "**Articles**" means the Company's Articles of Incorporation, as amended from time to time.

1.2 "**Affiliate**" means, with respect to any specified Stockholder, any other Stockholder who directly or indirectly, controls, is controlled by or is under common control with such Stockholder, including, without limitation, any general partner, managing member, officer or director of such Stockholder, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, such Stockholder.

1.3 "**AME**" means AME Education Corporation and its successors and assigns.

1.4 "**Capital Stock**" means (a) shares of Common Stock and convertible preferred stock of the Company (whether now outstanding or hereafter issued in any context), and (b) shares of Common Stock issued or issuable upon exercise or conversion, as applicable, of stock options, warrants or other convertible securities of the Company, in each case now owned or subsequently acquired by any Stockholder, or their respective successors or permitted transferees or assigns.

1.5 "**Common Stock**" means shares of Common Stock of the Company, \$0.00001 par value per share.

1.6 "**Investors' Rights Agreement**" means the Investors Rights Agreement dated as of the date hereof between the Company and the parties named thereto.

1.7 "**Permitted Transferee**" has the definition set forth in Section 3.1.

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1.8 “**Proposed Stock Transfer**” means any assignment, sale, offer to sell, pledge, mortgage, hypothecation, encumbrance, disposition of or any other like transfer or encumbering of any Transfer Stock (or any interest therein) proposed by any of the Stockholders other than (i) to a Permitted Transferee or (ii) in a permitted transfer as provided herein or in connection with the exercise of the Drag-Along Right after 10 years from the date of this Agreement as provided in the Voting Agreement or so long as the enterprise value of the Company at the time of the Drag-Along exceeds 5x the purchase price set forth in the Purchase Agreement (the “**Permitted Drag-Along**”).

1.9 “**Proposed Transfer Notice**” means written notice from a Stockholder setting forth the terms and conditions of a Proposed Stock Transfer.

1.10 “**Prospective Transferee**” means any person to whom a Stockholder Stockholder proposes to make a Proposed Stock Transfer.

1.11 “**Right of Co-Sale**” means the right, but not an obligation, of a Stockholder to participate in a Proposed Stock Transfer on the terms and conditions specified in the Proposed Transfer Notice.

1.12 “**Right of First Refusal**” means the right, but not an obligation, of a Stockholder, or its permitted transferees or assigns, to purchase some or all of the Transfer Stock with respect to a Proposed Stock Transfer on the terms and conditions specified in the Proposed Transfer Notice.

1.13 “**Series A Preferred Stock**” means shares of Series A Preferred Stock of Stock of the Company, \$0.00001 par value per share.

1.14 “**Stockholder Purchasing Notice**” means written notice from a Stockholder electing to purchase Transfer Stock notifying the Company and the Stockholder initiating a Proposed Stock Transfer that it intends to exercise a portion of the Transfer Stock with respect to any Proposed Stock Transfer.

1.15 “**Stockholders**” means the persons named on Schedule A hereto, each each person to whom the rights of a Stockholder are assigned pursuant to Section 6.9, each person who hereafter becomes a signatory to this Agreement pursuant to Section 6.11 and any one of them, as the context may require.

1.16 “**Transfer Stock**” means shares of Capital Stock owned by a Stockholder Stockholder or issued to a Stockholder after the date hereof (including, without limitation, in connection with any stock split, stock dividend, recapitalization, reorganization, or the like).

1.17 “**Voting Agreement**” means the Voting Agreement dated as of the date date hereof between the Company and the parties named thereto.

2. **Agreement Among the Company and the Stockholders.**

2.1 **Right of First Refusal of Transfer Stock.**

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(a) **Notice.** If a Stockholder proposes to make a Proposed Stock Transfer (other than AME except only if Old Alliant has the right to appoint a Director pursuant to the Voting Agreement, then AME to Old Alliant), such selling Stockholder must deliver a Proposed Transfer Notice to the Company, AME and, if Old Alliant has the right to designate a Director under the Voting Agreement, Old Alliant, not later than thirty (30) days prior to the consummation of such Proposed Stock Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Stock Transfer, the identity of the Prospective Transferee and the intended date of the Proposed Stock Transfer. To exercise its Right of First Refusal under this Section 2, AME or Old Alliant (so long as it has the right to designate a Director under the Voting Agreement) must deliver a Stockholder Purchasing Notice to such selling Stockholder within fifteen (15) days after delivery of the Proposed Transfer Notice. A purchasing Stockholder shall be entitled to apportion the Right of First Refusal hereby granted to it in such proportions as it deems appropriate, among (i) itself, (ii) its Affiliates, (iii) the beneficial interest holders, such as limited partners, members or any other person having “beneficial ownership,” as such term is defined in Rule 13d-3 promulgated under the Exchange Act, of the Stockholder and its Affiliates, and (iv) with respect to Old Alliant, designees of Old Alliant so long as Old Alliant can vote such securities and such designee is not a competitor of the Company (“**Beneficial Owners**”); provided that each such Affiliate or Beneficial Owner agrees to enter into this Agreement and each of the Investors Rights Agreement and Voting Agreement as an “Investor” and/or “Stockholder” (as applicable) under each such agreement.

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(b) **Forfeiture of Rights.** Notwithstanding the foregoing, if the total number of shares of Transfer Stock that the purchasing Stockholders have agreed to purchase in the Stockholder Notice is less than the total number of shares of Transfer Stock, then the purchasing Stockholder shall be deemed to have forfeited any right to purchase such non-purchased Transfer Stock, and such selling Stockholder shall be free to sell all, but not less than all, of the non-purchased Transfer Stock to the Prospective Transferee on terms and conditions substantially similar to (and in no event more favorable than) the terms and conditions set forth in the Proposed Transfer Notice, it being understood and agreed that (i) any such sale or transfer shall be subject to the other terms and restrictions of this Agreement; (ii) any future Proposed Stock Transfer shall remain subject to the terms and conditions of this Agreement, including this Section 2; and (iii) such sale shall be consummated within forty-five (45) days after receipt of the Proposed Transfer Notice by the Company and, if such sale is not consummated within such forty-five (45) day period, such sale shall again become subject to the Right of First Refusal on the terms set forth herein.

(c) **Consideration; Closing.** If the consideration proposed to be paid for the Transfer Stock is in property, services or other non-cash consideration, the fair market value of the consideration shall be as determined in good faith by the Company’s Board of Directors. If any Stockholder cannot for any reason pay for the Transfer Stock in the same form of non-cash consideration, such Stockholder may pay the cash value equivalent thereof, as determined in good faith by the Board of Directors. The closing of the purchase of Transfer Stock shall take place, and all payments shall have been delivered to such selling Stockholder, by the later of (i) the date specified in the Proposed Transfer Notice as the intended date of the Proposed Stock Transfer; and (ii) forty-five (45) days after delivery of the Proposed Transfer Notice.

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2.2 **Right of Co-Sale.**

(a) **Notice.** If AME proposes to make a Proposed Stock Transfer of Capital Stock other than to a Permitted Transferee, it must deliver a Proposed Transfer Notice to Old Alliant not later than forty-five (45) days prior to the consummation of such Proposed Stock Transfer. Such Proposed Transfer Notice shall contain the material terms and conditions (including price and form of consideration) of the Proposed Stock Transfer, the identity of the Prospective Transferee and the intended date of the Proposed Stock Transfer

(b) **Exercise of Right.** If any Transfer Stock subject to a Proposed Stock Transfer is not purchased pursuant to Section 2.1 above and thereafter is to be sold to a Prospective Transferee, Old Alliant may elect to exercise its Right of Co-Sale and participate on a pro rata basis in the Proposed Stock Transfer as set forth in Subsection 2.2(c) below and, subject to Subsection 2.2(e), otherwise on the same terms and conditions (including the same class of Capital Stock as) specified in the Proposed Transfer Notice. Each Stockholder who desires to exercise its Right of Co-Sale (each, a “**Participating Stockholder**”) must give the selling Stockholders written notice to that effect within twenty-five (25) days after the Proposed Transfer Notice, and upon giving such notice such Participating Stockholder shall be deemed to have effectively exercised the Right of Co-Sale.

(c) **Capital Stock Includable.** Each Participating Stockholder may include in the Proposed Stock Transfer all or any part of such Participating Stockholder’s Capital Stock of the same class or series which is being transferred equal to the product obtained by multiplying (i) the aggregate number of shares of Capital Stock as the same class or series of Capital Stock subject to the Proposed Stock Transfer (excluding shares purchased by the Company or UV pursuant to the Right of First Refusal provided above) by (ii) a fraction, the numerator of which is the number of shares of Capital Stock of such class or series subject to the Proposed Stock Transfer owned by such Participating Stockholder immediately before consummation of the Proposed Stock Transfer and the denominator of which is the total number of shares of Capital Stock of such class or series owned, in the aggregate, by all Participating Stockholders immediately prior to the consummation of the Proposed Stock Transfer, plus the number of shares of Transfer Stock of such class or series held by the selling Stockholder. To the extent one (1) or more of the Participating Stockholders exercise such right of participation in accordance with the terms and conditions set forth herein, the number of shares of Transfer Stock that selling Stockholder may sell in the Proposed Stock Transfer shall be correspondingly reduced.

(d) **Purchase and Sale Agreement.** The Participating Stockholders and selling Stockholder agree that the terms and conditions of any Proposed Stock Transfer in accordance with Section 2.2 will be memorialized in, and governed by, a written purchase and sale agreement with the Prospective Transferee (the “**Purchase and Sale Agreement**”) with customary terms and provisions for such a transaction, and the Participating Stockholders and such Stockholders further covenant and agree to enter into such Purchase and Sale Agreement as a condition precedent to any sale or other transfer in accordance with this Section 2.2.

(e) **Allocation of Consideration.** The aggregate consideration payable to the Participating Stockholders and the selling Stockholder initiating the Proposed

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Stock Transfer shall be allocated based on the number of shares of Capital Stock sold to the Prospective Transferee by each Participating Stockholder and the selling Stockholder initiating the Proposed Stock Transfer as provided in Subsection 2.2(b).

(f) **Purchase by Selling Stockholder; Deliveries.** Notwithstanding Subsection 2.2(c) above, if any Prospective Transferee or Transferees refuse(s) to purchase securities subject to the Right of Co-Sale from any Participating Stockholder or Stockholders or upon the failure to negotiate in good faith a Purchase and Sale Agreement reasonably satisfactory to the Participating Stockholders, no Stockholder may sell any Transfer Stock to such Prospective Transferee or Transferees unless and until, simultaneously with such sale, such Stockholder purchases all securities subject to the Right of Co-Sale from such Participating Stockholder or Stockholders on the same terms and conditions (including the proposed purchase price) as set forth in the Proposed Transfer Notice. In connection with such purchase by the selling Stockholder, such Participating Stockholder or Stockholders shall deliver to the selling Stockholder any stock certificate or certificates, properly endorsed for transfer, representing the Capital Stock being purchased by selling Stockholder (or request that the Company effect such transfer in the name of selling Stockholder). Any such shares transferred to selling Stockholder will be transferred to the Prospective Transferee against payment therefor in consummation of the sale of the Transfer Stock pursuant to the terms and conditions specified in the Proposed Transfer Notice, and selling Stockholder shall concurrently therewith remit or direct payment to each such Participating Stockholder the portion of the aggregate consideration to which each such Participating Stockholder is entitled by reason of its participation in such sale as provided in this Subsection 2.2(f).

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(g) **Additional Compliance.** If any Proposed Stock Transfer is not consummated within forty-five (45) days after receipt of the Proposed Transfer Notice by the Company, the Stockholders proposing the Proposed Stock Transfer may not sell any Transfer Stock unless they first comply in full with each provision of this Section 2. The exercise or election not to exercise any right by any Stockholder hereunder shall not adversely affect its right to participate in any other sales of Transfer Stock subject to this Section 2.2.

2.3 **Effect of Failure to Comply.**

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(a) **Transfer Void; Equitable Relief.** Any Proposed Stock Transfer not made in compliance with the requirements of this Agreement shall be null and void *ab initio*, shall not be recorded on the books of the Company or its transfer agent and shall not be recognized by the Company. Each Party hereto acknowledges and agrees that any breach of this Agreement would result in substantial harm to the other parties hereto for which monetary damages alone could not adequately compensate. Therefore, the parties hereto unconditionally and irrevocably agree that any non-breaching party hereto shall be entitled to seek protective orders, injunctive relief and other remedies available at law or in equity (including, without limitation, seeking specific performance or the rescission of purchases, sales and other transfers of Transfer Stock not made in strict compliance with this Agreement).

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(b) **Violation of First Refusal Right.** If any Stockholder becomes obligated to sell any Transfer Stock to any Stockholder under this Agreement and fails to deliver such Transfer Stock in accordance with the terms of this Agreement, the Company and/or such

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Stockholder may, at its option, in addition to all other remedies it may have, send to such Stockholder the purchase price for such Transfer Stock as is herein specified and transfer to the name of the Company or such Stockholder (or request that the Company effect such transfer in the name of a Stockholder) on the Company's books any certificates, instruments or book entry representing the Transfer Stock to be sold.

(c) **Violation of Co-Sale Right.** If any Stockholder purports to sell any Transfer Stock in contravention of the Right of Co-Sale (a "**Prohibited Transfer**"), each Stockholder who desires to exercise its Right of Co-Sale under Section 2.2 may, in addition to such remedies as may be available by law, in equity or hereunder, require such Stockholder to purchase from such Stockholder the type and number of shares of Capital Stock that such Stockholder would have been entitled to sell to the Prospective Transferee had the Prohibited Transfer been effected in compliance with the terms of Section 2.2. The sale will be made on the same terms, and subject to the same conditions as would have applied had the Stockholder not made the Prohibited Transfer, except that the sale (including, without limitation, the delivery of the purchase price) must be made within ninety (90) days after the Stockholder learns of the Prohibited Transfer, as opposed to the timeframe proscribed in Section 2.2. Such Stockholder shall also reimburse each Stockholder for any and all reasonable and documented out-of-pocket fees and expenses, including reasonable legal fees and expenses, incurred pursuant to the exercise or the attempted exercise of the Stockholder's rights under Section 2.2.

2.4 Rights to Purchase.

(a) If Capital Stock owned by any Stockholder (~~other than AME and its Affiliates~~) becomes subject to sale, disposition or transfer ("**Transfer**") by reason of (i) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (ii) attachment or garnishment, or (iii) distraint, levy, execution or other involuntary Transfer, then such Stockholder or its legal representative shall give the Company written notice thereof promptly upon the occurrence of such event, stating the terms of such Transfer, the identity of the proposed transferee, the price or consideration, if any, for which its ~~Common~~Capital Stock is proposed to be transferred, and the number of shares of Capital Stock and type and number of other interests to be Transferred. Upon receipt of such notice, or when the Company otherwise obtains actual knowledge of such Transfer, the Company, Old Alliant so long as it has right to designate one Director under the Voting Agreement, and AME shall have the right (but not the obligation) to purchase from such Stockholder or its transferee, as applicable and, upon exercise of this option, such Stockholder or its transferee, as applicable, shall be obligated to sell, all of the Capital Stock owned by it (which shall include any Capital Stock acquired by such Stockholder or transferee after the date of the event giving rise to the rights to purchase the Capital Stock hereunder, if any) for a purchase price determined equal to the fair market value thereof as determined in good faith by the Board of Directors.

(b) If any Capital Stock held by any Stockholder (~~other than AME~~) is Transferred by operation of law (e.g., in the event of the bankruptcy or the attachment or garnishment of Capital Stock), the transferee shall receive such Capital Stock subject to all provisions of this Agreement.

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(c) The Company shall immediately notify AME, Old Alliant so long as it has a right to designate one Director under the Voting Agreement and the affected Stockholder when it has become aware that any right to purchase Capital Stock has arisen pursuant to this Section and shall keep AME, Old Alliant so long as it has a right to designate one Director under the Voting Agreement and such Stockholder apprised of any decision that it may make to exercise or not exercise its right to purchase Capital Stock hereunder. If the Company does not exercise its right to purchase all of the Capital Stock that it is entitled to purchase, AME and Old Alliant so long as it has a right to designate one Director under the Voting Agreement shall have the right to purchase on a pro rata basis based on then number of shares of Capital Stock owned by such parties any such Capital Stock not purchased by the Company on the same terms applicable to the Company as set forth above in this Section.

(d) If the Company, Old Alliant so long as it has a right to designate one Director under the Voting Agreement and AME do not collectively exercise their right to purchase all CommonCapital Stock held by a Stockholder or its transferees within the time periods set forth in paragraph (e) below, that option shall terminate and any CommonCapital Stock of such Stockholder subject to Transfer may be transferred.

(e) The purchase option arising pursuant to this Section must be exercised by the Company by giving written notice to the selling Stockholder (or its representative, if applicable) within 90 days after the right to purchase has accrued under this Section. The purchase option of AME or Old Alliant arising pursuant to this Section must be exercised, if at all, within 30 days following receipt of notice from the Company that it is not acquiring all of the selling Stockholder's CommonCapital Stock, following the procedures set forth in this Section.

(f) At the closing of any sale pursuant to this Section, the selling Stockholder or its representative or transferee (as applicable) shall deliver certificates for the CommonCapital Stock that are the subject of the sale, free and clear of all liens, restrictions and encumbrances (except those arising from this Agreement), duly endorsed, and (if required by the Company and/or AME, Old Alliant as applicable) with signature guaranteed, and accompanied by all documents necessary to effect such Transfer. In consideration therefor, the Company and/or AME and/or Old Alliant shall pay the purchase price fully in cash. If the Company is prohibited from making payment in cash under any material agreement for borrowed money or similar obligation of the Company, then payment may be made by a promissory note having a term of not more than three (3) years, providing for level monthly amortization, and bearing interest at the rate that is 100 basis points above the Company's then current cost of capital, and otherwise on customary terms.

(g) If, at the closing, the selling Stockholder has any outstanding undisputed monetary obligation to the Company, Old Alliant or AME, the Company, Old Alliant and AME shall have the right to set-off any such obligations against the purchase price to be paid to the selling Stockholder by it, and that purchase price shall be reduced accordingly. The calculation of such setoff and the identification and amount of the obligation shall be given to the selling Stockholder in a written notice at or prior to such closing.

3. Exempt Transfers.

3.1 **Exempted Transfers.** Notwithstanding the foregoing or anything to the contrary herein, the provisions of Sections 2.1 and 2.2 shall not apply (i) in the case of a Stockholder that is an entity, upon a transfer by such Stockholder to its stockholders, members, partners or other equity holders, in each case allocated in accordance with their equity interests in such Stockholder, or to its Affiliates, or (ii) in the case of AME, to any entity which University Ventures Funds Management, LLC controls, directly or indirectly, such entity (each a “**Permitted Transferee**”); provided that the Stockholder shall deliver prior written notice to the Stockholders of such transfer and such shares of Transfer Stock shall at all times remain subject to the terms and restrictions set forth in this Agreement and such transferee shall, as a condition to such issuance, deliver a counterpart signature page to this Agreement as confirmation that such transferee shall be bound by all the terms and conditions of this Agreement as a Stockholder (but only with respect to the securities so transferred to the transferee), including the obligations of a Stockholder with respect to Proposed Stock Transfers of such Transfer Stock pursuant to Section 2; and provided further in the case of any transfer pursuant the foregoing, that such transfer is made pursuant to a transaction in which there is no consideration actually paid for such transfer.

3.2 **Exempted Offerings.** Notwithstanding the foregoing or anything to the contrary herein, the provisions of Section 2 shall not apply to the sale of any Transfer Stock (a) to the public in an offering pursuant to an effective registration statement under the Securities Act of 1933, as amended; or (b) pursuant to a Deemed Liquidation Event (as defined in the Company’s Articles of Incorporation, as amended from time to time).

3.3 **Prohibited Transferees.** Notwithstanding the foregoing, no Stockholder (other than AME and its Affiliates and Beneficial Owners) shall transfer any Transfer Stock to a Competitor (as defined in the Investors’ Rights Agreement).

4. Legend. Each certificate, instrument, or book entry representing shares of Transfer Stock held by the Stockholder or issued to any permitted transferee in connection with a transfer permitted by Section 3.1 hereof shall be notated with the following legend:

THE SALE, PLEDGE, HYPOTHECATION, OR TRANSFER OF THE SECURITIES REPRESENTED HEREBY IS SUBJECT TO, AND IN CERTAIN CASES PROHIBITED BY, THE TERMS AND CONDITIONS OF A CERTAIN RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT BY AND AMONG THE STOCKHOLDER, THE CORPORATION AND CERTAIN OTHER HOLDERS OF STOCK OF THE CORPORATION. COPIES OF SUCH AGREEMENT MAY BE OBTAINED UPON WRITTEN REQUEST TO THE SECRETARY OF THE CORPORATION.

Each Stockholder agrees that the Company may instruct its transfer agent to impose transfer restrictions on the shares notated with the legend referred to in this Section 4 above to enforce the provisions of this Agreement, and the Company agrees to promptly do so. The legend shall be removed upon termination of this Agreement at the request of the holder.

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5. **Lock-Up.**

5.1 **Agreement to Lock-Up.** Each Stockholder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the Company's initial public offering (the "IPO") and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days) or such additional period as may be requested by the Company or an underwriter to accommodate regulatory restrictions on (1) the publication or other distribution of research reports; and (2) analyst recommendations and opinions, including, but not limited to, the restrictions contained in FINRA Rule 2711(f)(4) or NYSE Rule 472(f)(4), or any successor provisions or amendments thereto, (a) lend, offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, or otherwise transfer or dispose of, directly or indirectly, any shares of Capital Stock held immediately prior to the effectiveness of the registration statement for the IPO; or (b) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Capital Stock, whether any such transaction described in clause (a) or (b) above is to be settled by delivery of Capital Stock or other securities, in cash or otherwise. The foregoing provisions of this Section 5 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, and shall only be applicable to the Stockholder if all officers, directors and holders of more than one percent (1%) of the outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding convertible preferred stock of the Company, if any) enter into similar agreements. The underwriters in connection with the IPO are intended third-party beneficiaries of this Section 5 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Stockholder further agrees to execute such agreements as may be reasonably requested by the underwriters in the IPO that are consistent with this Section 5 or that are necessary to give further effect thereto.

5.2 **Stop Transfer Instructions.** In order to enforce the foregoing covenant, the Company may impose stop-transfer instructions with respect to the shares of Capital Stock of each Stockholder (and transferees and assignees thereof) until the end of such restricted period.

6. **Miscellaneous.**

6.1 **Term.** This Agreement shall automatically terminate upon the earlier of (a) immediately prior to the consummation of the Company's IPO; (b) the consummation of a Deemed Liquidation Event (as defined in the Articles); and (c) with respect to Section 2.1 above on Transfers by Old Alliant, ten year from the date of this Agreement.

6.2 **Stock Split.** All references to numbers of shares in this Agreement shall be appropriately adjusted to reflect any stock dividend, split, combination or other recapitalization affecting the Capital Stock occurring after the date of this Agreement.

6.3 **Ownership.** Each Stockholder represents and warrants that such Stockholder is the sole legal and beneficial owner of the shares of Transfer Stock subject to this Agreement and that no other person or entity has any interest in such shares (other than a

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community property interest as to which the holder thereof has acknowledged and agreed in writing to the restrictions and obligations hereunder).

6.4 **Dispute Resolution.** Any unresolved controversy or claim arising out of or relating to this Agreement, except as (i) otherwise provided in this Agreement, or (ii) any such controversies or claims arising out of either party's intellectual property rights for which a provisional remedy or equitable relief is sought, shall be submitted to arbitration by one arbitrator mutually agreed upon by the parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in corporate finance transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in San Francisco, California, in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses, and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. Depositions shall be conducted in accordance with the California Code of Civil Procedure, the arbitrator shall be required to provide in writing to the parties the basis for the award or order of such arbitrator, and a court reporter shall record all hearings, with such record constituting the official transcript of such proceedings.

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(a) The prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Each of the parties to this Agreement consents to personal jurisdiction for any equitable action sought in the U.S. District Court for the Northern District of California or any court of the State of California having subject matter jurisdiction.

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6.5 **Notices.** All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (a) personal delivery to the party to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their address as set forth on Schedule A or to such email address, facsimile number or address as subsequently modified by written notice given in accordance with this Section 6.5. If notice is given to the Company, a copy (which shall not constitute notice) shall also be sent to Orrick, Herrington & Sutcliffe LLP, The Orrick Building, 405 Howard Street, San Francisco, CA 94105-2669, Attention Larry Kane; and if notice is given to a Stockholder, a copy shall also be given to its counsel at its address set forth under such Stockholder's name on Schedule A.

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6.6 **Entire Agreement.** This Agreement (including, the Exhibits and Schedules hereto) constitutes the full and entire understanding and agreement between the parties

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with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

6.7 **Delays or Omissions.** No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

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6.8 **Amendment; Waiver and Termination.** This Agreement may be amended, modified or terminated (other than pursuant to Section 6.1 above) and the observance of any term hereof may be waived (either generally or in a particular instance and either retroactively or prospectively) only by a written instrument executed by (a) the Company, (b) Stockholders holding of a majority of the outstanding shares of Common Stock (calculated on a fully diluted basis assuming conversion of all convertible securities of the Company) held by all Stockholders, and (c) Old Alliant so long as Old Alliant has a right to designate a director under the Voting Agreement. Any amendment, modification, termination or waiver so effected shall be binding upon the Company, the Stockholders and all of their respective successors and permitted assigns whether or not such party, assignee or other shareholder entered into or approved such amendment, modification, termination or waiver.

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6.9 **Assignment of Rights.**

(a) The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

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(b) Any successor or permitted assignee of any Stockholder, including any Prospective Transferee who purchases shares of Transfer Stock in accordance with the terms hereof, shall deliver to the Company and the Stockholders, as a condition to any transfer or assignment, a counterpart signature page hereto pursuant to which such successor or permitted assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the predecessor or assignor of such successor or permitted assignee.

(c) The rights of the Stockholders hereunder are not assignable without the Company's written consent (which shall not be unreasonably withheld, delayed or

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conditioned), except (i) a Stockholder may assign its rights hereunder to any Affiliate, or (ii) a Stockholder may assign its rights hereunder shares of Capital Stock (as adjusted for any stock combination, stock split, stock dividend, recapitalization or other similar transaction), it being acknowledged and agreed that any such assignment, including an assignment contemplated by the preceding clauses (i) or (ii) shall be subject to and conditioned upon any such assignee's delivery to the Company and the other Stockholders of a counterpart signature page hereto pursuant to which such assignee shall confirm their agreement to be subject to and bound by all of the provisions set forth in this Agreement that were applicable to the assignor of such assignee.

(d) Except in connection with an assignment by the Company by operation of law to the acquirer of the Company, the rights and obligations of the Company hereunder may not be assigned under any circumstances.

6.10 **Severability.** The invalidity or unenforceability of any provision hereof hereof shall in no way affect the validity or enforceability of any other provision.

6.11 **Additional Stockholders.** Notwithstanding anything to the contrary contrary contained herein, if the Company issues additional shares of Capital Stock after the date hereof, any purchaser of such shares of Capital Stock may become a party to this Agreement by executing and delivering an additional counterpart signature page to this Agreement and thereafter shall be deemed a "Stockholder" for all purposes hereunder.

6.12 **Governing Law.** This Agreement shall be governed by the internal law internal law of the State of California.

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

6.14 **Counterparts.** Counterparts may be delivered via facsimile, electronic electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.15 **Aggregation of Stock.** All shares of Capital Stock held or acquired by acquired by Affiliated entities or persons shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliated persons may apportion such rights as among themselves in any manner they deem appropriate.

6.16 **Specific Performance.** In addition to any and all other remedies that may that may be available at law in the event of any breach of this Agreement, each Stockholder shall be entitled to specific performance of the agreements and obligations of the Company and the Stockholders hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

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IN WITNESS WHEREOF, the parties have executed this Right of First Refusal and Co-Sale Agreement as of the date first written above.

**ALLIANT INTERNATIONAL
UNIVERSITY, INC.**

By: _____
Name:
Title:

AME EDUCATION CORPORATION

By: _____
Name:
Title:

[OLD ALLIANT

By: _____
Name:
Title:

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~~SIGNATURE PAGE TO RIGHT OF FIRST REFUSAL AND CO-SALE AGREEMENT~~

SCHEDULE A
STOCKHOLDERS

Name and Address

Number of Common Stock

Number of Series A Preferred Stock

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AME Education Corporation

c/o David Figuli
8697 S. Blue Creek Rd.
Evergreen, CO 80439
Fax: (347) 391-3440
Email:
david@universityventuresfund.com

with copy to:
Orrick, Herrington & Sutcliffe LLP
405 Howard Street
San Francisco, CA 94105
Attn: Larry Kane
Email: lkane@orrick.com

[Non-Profit Alliant Name]

Fax:
Email:

with copy to:
[Hanson Bridgett LLP](#)
[425 Market Street, 26th Floor](#)
[San Francisco, CA 94105](#)
[Attn: Jonathan S. Storper](#)
[Email: jstorper@hansonbridgett.com](mailto:jstorper@hansonbridgett.com)

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