

ALLIANT INTERNATIONAL UNIVERSITY, INC.
INVESTORS' RIGHTS AGREEMENT

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THIS INVESTORS' RIGHTS AGREEMENT (this "**Agreement**"), is made as of the ____ day of _____, 2014 by and among Alliant International University, Inc., a California benefit corporation (the "**Company**"), and each of the stockholders listed on Schedule A hereto, each of which is referred to in this Agreement as an "**Investor**."

RECITALS

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, in order to close the transactions contemplated by the Purchase Agreement, the Company is willing to enter into this Agreement to grant the Investors the rights as provided herein;

NOW, THEREFORE, the parties hereby agree as follows:

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

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

1.2 "**AME**" means AME Education Corporation, its Affiliates and successors and assigns.

1.3 "**Articles of Incorporation**" means the Company's Articles of Incorporation, as it may be further amended and restated from time to time.

1.4 "**Board of Directors**" means the Company's Board of Directors.

1.5 "**Bylaws**" means the Company's Bylaws, as they may be amended and restated from time to time.

1.6 "**Deemed Liquidation Event**" has the meaning provided in the Articles of Incorporation.

1.7 "**Common Stock**" means shares of the Company's common stock, par value \$0.00001 per share.

1.8 "**Competitor**" means a Person who is, or whose Affiliate is, directly or indirectly, engaged in the business of delivering any education program which the Company

offers or similar to a program which the Company offers; *provided* that neither AME nor UV shall be deemed a “Competitor”.

1.9 “**Exempted Securities**” shall include the following securities:

(a) shares of Common Stock, Preferred Stock, options or convertible securities issued as a dividend or distribution on shares of Common Stock or Preferred Stock;

(b) shares of Common Stock, options or convertible securities issued by reason of a dividend, stock split, split-up or other distribution on shares of Common Stock;

(c) shares of Common Stock or options issued to employees or directors of, or consultants or advisors to, the Company or any of its subsidiaries pursuant to a plan, agreement or arrangement approved by the Board of Directors of the Company; and

(d) shares of Common Stock, options or convertible securities issued (w) to banks, equipment lessors or other financial institutions, or to real property lessors, pursuant to a debt financing, equipment leasing or real property leasing transaction, (x) to suppliers or third party service providers in connection with the provision of goods or services, (y) pursuant to the acquisition of another company by the Company by merger, purchase of substantially all of the assets or other reorganization or to a joint venture agreement, or (z) in connection with sponsored research, collaboration, technology license, development, OEM, marketing or other similar agreements or strategic partnerships, all pursuant to transactions approved by the Board of Directors of the Company.

1.10 “**GAAP**” means generally accepted accounting principles in the United States.

1.11 “**IPO**” means the Company’s first underwritten public offering of its Common Stock under the Securities Act.

1.12 “**New Securities**” means, other than Exempted Securities, collectively, equity securities of the Company, whether or not currently authorized, as well as rights, options, or warrants to purchase such equity securities, or securities of any type whatsoever that are, or may become, convertible or exchangeable into or exercisable for such equity securities.

1.13 “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.14 “**Right of First Refusal Agreement**” means the Right of First Refusal and Co-Sale Agreement dated as of the date hereof between the Company and the parties named thereto.

1.15 “**SEC**” means the Securities and Exchange Commission.

1.16 “**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.17 “**UV**” means University Ventures Funds Management, LLC and its successors and assigns, and (unless the context requires otherwise) its Affiliates or any of its limited partners or any entity managed by the University Ventures Management, LLC (or its successors).

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

2. **Registration Rights.**

2.1 **Future Registration Rights.**

In the event that the Company issues New Securities in an equity financing after the date hereof (the “**Next Financing**”) and provides to holders of such New Securities registration rights, the Company shall provide substantially equivalent rights to the Investors with respect to the Common Stock owned by the Investors (subject to such Investor’s execution of any applicable documents executed by the holders of such New Securities in connection with the provision of such registration rights).

2.2 “**Market Stand-off**” Agreement. Each Investor 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 registration by the Company of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days in the case of the IPO, or such other 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), or ninety (90) days in the case of any registration other than the IPO, or such other 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), (i) 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 Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Investor or are thereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Subsection 2.2 shall apply only to the IPO, shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, or the transfer of any shares to any trust for the direct or indirect benefit of the Investor or the immediate family of the Investor, provided that the trustee of the trust agrees to be bound in writing by the restrictions set forth herein, and provided further that

any such transfer shall not involve a disposition for value, and shall be applicable to the Investors only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than one percent (1%) of the Company's outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding convertible preferred stock of the Company, if any). The underwriters in connection with such registration are intended third-party beneficiaries of this Subsection 2.2 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Subsection 2.2 or that are necessary to give further effect thereto. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Investors subject to such agreements (excluding Holders who are a director or officer of the Company), based on the number of shares subject to such agreements, except that, notwithstanding the foregoing, the Company and the underwriters may, in their sole discretion, waive or terminate these restrictions with respect to shares of the Common Stock representing less than 2.0% of the outstanding Common Stock in the aggregate.

3. **Information Rights.**

3.1 **Delivery of Financial Statements.**

(a) The Company shall deliver to each Investor so long as such Investor continues to hold at least five percent (5%) of the outstanding Common Stock of the Company (calculated on a fully diluted basis assuming full conversion and/or exercise, as applicable, of all convertible securities, outstanding options, or warrants) and to Old Alliant so long as Old Alliant has a right to designate one director pursuant to the Voting Agreement:

(i) as soon as practicable, but in any event within one hundred twenty (120) days after the end of each fiscal year of the Company (i) a balance sheet as of the end of such year, (ii) statements of income and of cash flows for such year and (ii) a statement of stockholders' equity as of the end of such year;

(ii) as soon as practicable, but in any event within sixty (60) days after the end of each of the first three (3) quarters of each fiscal year of the Company, unaudited statements of income and cash flows for such fiscal quarter, and an unaudited balance sheet as of the end of such fiscal quarter, all prepared in accordance with GAAP (except that such financial statements may (i) be subject to normal year-end audit adjustments; and (ii) not contain all notes thereto that may be required in accordance with GAAP);

(iii) except to an Investor whom the Board of Directors of the Company has reasonably determined in good faith to be a Competitor, as soon as practicable, but in any event thirty (30) days before the end of each fiscal year, a budget and business plan for the next fiscal year (collectively, the "**Budget**"), approved by the Board of Directors and prepared on a monthly basis, including balance sheets, income statements, and statements of cash flow for such months and, promptly after adoption by the Board of Directors, any material changes thereto; and

(iv) such other information relating to the financial condition, business, prospects, or corporate affairs of the Company as any Investor may from time to time reasonably request; provided, however, that the Company shall not be obligated under this Subsection 3.1(a)(iv) to provide information (i) that the Company reasonably determines in good faith to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form reasonably acceptable to the Company); or (ii) the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel; provided, further, that notwithstanding the above, the Company shall not be obligated under this Subsection 3.1(a)(iv) to provide information to an Investor who the Board reasonably determines in good faith is a Competitor.

(b) If, for any period, the Company has any subsidiary whose accounts are consolidated with those of the Company, then in respect of such period the financial statements delivered pursuant to the foregoing sections shall be the consolidated and consolidating financial statements of the Company and all such consolidated subsidiaries.

(c) Notwithstanding anything else in this Subsection 3.1 to the contrary, the Company may cease providing the information set forth in this Subsection 3.1 during the period starting with the date sixty (60) days before the Company's good-faith estimate of the date of filing of a registration statement if it reasonably concludes it must do so to comply with the SEC rules applicable to such registration statement and related offering; provided that the Company's covenants under this Subsection 3.1 shall be reinstated at such time as the Company is no longer actively employing its commercially reasonable efforts to cause such registration statement to become effective.

(d) If an Investor entitled to receive documents pursuant to this Section 3.1 has designated a Director of the Company, then the Company may deliver any such documents to such Director, and such documents shall be deemed delivered to the Investor; provided it is understood that such Director may share such documents with such Investor's personnel and representatives, subject to the terms and conditions of this Agreement.

3.2 Inspection. The Company shall permit each Investor owning at least five percent (5%) of the outstanding shares of Common Stock of the Company and Old Alliant so long as it has a right to designate a Director under the Voting Agreement, at such Investor's expense, to visit and inspect the Company's properties; examine its books of account and records; and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Investor; provided, however, that the Company shall not be obligated pursuant to this Subsection 3.2 to provide access to any information that it reasonably and in good faith considers to be a trade secret or confidential information (unless covered by an enforceable confidentiality agreement, in form reasonably acceptable to the Company), or the disclosure of which would adversely affect the attorney-client privilege between the Company and its counsel; provided, further, that notwithstanding the above, the Company shall not be obligated under this Section 3.2 to provide access to an Investor who the Board reasonably determines in good faith is a Competitor.

3.3 Termination of Information. The covenants set forth in Subsection 3.1 and Subsection 3.2 shall terminate and be of no further force or effect (i) immediately before the

consummation of the IPO, or (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, (iii) upon a Deemed Liquidation Event, whichever event occurs first.

3.4 **Confidentiality**. Each Investor agrees that such Investor will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company pursuant to the terms of this Agreement (including notice of the Company's intention to file a registration statement), unless such confidential information (a) is known or becomes known to the public in general (other than as a result of a breach of this Subsection 3.4 by such Investor), (b) is or has been independently developed or conceived by the Investor without use of the Company's confidential information, or (c) is or has been made known or disclosed to the Investor by a third party without a breach of any obligation of confidentiality such third party may have to the Company; provided, however, that an Investor may disclose confidential information (i) to its attorneys, accountants, consultants, and other professionals to the extent necessary to obtain their services in connection with monitoring its investment in the Company; (ii) to any prospective purchaser of any capital stock of the Company from such Investor, if such prospective purchaser agrees to be bound by the provisions of this Subsection 3.4; (iii) to any existing or prospective Affiliate, partner, member, stockholder, or wholly owned subsidiary of such Investor in the ordinary course of business, provided that such Investor informs such Person that such information is confidential and directs such Person to maintain the confidentiality of such information; or (iv) as may otherwise be required by law, provided that the Investor promptly notifies the Company of such disclosure and takes reasonable steps to minimize the extent of any such required disclosure.

4. **Rights to Future Stock Issuances.**

4.1 **Right of First Offer**. Subject to the terms and conditions of this Subsection 4.1 and applicable securities laws, if the Company proposes to offer or sell any New Securities, the Company shall first offer such New Securities to each Investor so long as such Investor owns at least five percent (5%) of the outstanding Common Stock (calculated on a fully diluted basis assuming full conversion and/or exercise, as applicable, of all convertible securities, outstanding options, or warrants) or with respect to Old Alliant so long as it has the right to designate a Director under the Voting Agreement. Such Investor (including Old Alliant if applicable) shall be entitled to apportion the right of first offer hereby granted to it, in such proportions as it deems appropriate, among (i) itself, (ii) its Affiliates, (iii) its 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 such Investor, and (iv) with respect to Old Alliant, such nominee of Old Alliant if Old Alliant shall have the right to vote all such New Securities to be purchased by such nominee and such nominee is not a Competitor as reasonably determined by the Board of Directors in good faith ("**Investor Beneficial Owners**"); provided that each such Affiliate or Investor Beneficial Owner agrees to enter into this Agreement and each of the Voting Agreement and Right of First Refusal Agreement, as an "Investor" and/or "Stockholder" (as applicable) under each such agreement.

(a) The Company shall give notice (the "**Offer Notice**") to each Investor with a right to purchase New Securities, stating (i) its bona fide intention to offer such

New Securities, (ii) the number of such New Securities to be offered, and (iii) the price and terms, if any, upon which it proposes to offer such New Securities.

(b) By notification to the Company within twenty (20) days after the Offer Notice is given, each Investor may elect to purchase or otherwise acquire, at the price and on the terms specified in the Offer Notice, up to that portion of such New Securities which equals the proportion that the Common Stock then held by such Investor (including all shares of Common Stock then issuable (directly or indirectly) upon conversion and/or exercise, as applicable, of the securities convertible into Common Stock then held by such Investor) bears to the total Common Stock of the Company then outstanding (assuming full conversion and/or exercise, as applicable, of all convertible securities, outstanding options, or warrants). The closing of any sale pursuant to this Subsection 4.1(b) shall occur within the later of ninety (90) days of the date that the Offer Notice is given and the date of initial sale of New Securities pursuant to Subsection 4.1(c).

(c) If all New Securities referred to in the Offer Notice are not elected to be purchased or acquired as provided in Subsection 4.1(b), the Company may, during the ninety (90) day period following the expiration of the periods provided in Subsection 4.1(b), offer and sell the remaining unsubscribed portion of such New Securities to any Person or Persons at a price not less than, and upon terms no more favorable to the offeree than, those specified in the Offer Notice. If the Company does not enter into an agreement for the sale of the New Securities within such period, or if such agreement is not consummated within thirty (30) days of the execution thereof, the right provided hereunder shall be deemed to be revived and such New Securities shall not be offered unless first reoffered to the Investors in accordance with this Subsection 4.1.

(d) The right of first offer in this Subsection 4.1 shall not be applicable to (i) shares of Common Stock issued in the IPO or (ii) Exempted Securities.

4.2 **Termination.** The covenants set forth in Subsection 4.1 shall terminate and be of no further force or effect (i) immediately before the consummation of the IPO, (ii) when the Company first becomes subject to the periodic reporting requirements of Section 12(g) or 15(d) of the Exchange Act, (iii) upon a Deemed Liquidation Event, or (iv) with respect to Old Alliant, if Old Alliant, is no longer being entitled to appoint one Director under the terms of the Voting Agreement, whichever event occurs first.

5. **Miscellaneous.**

5.1 **Successors and Assigns.** The rights under this Agreement may be assigned (but only with all related obligations) by an Investor to a transferee of capital stock of the Company that (i) is an Affiliate of such Investor; and (ii) after such transfer, holds at least 5% of the Company's capital stock (subject to appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations); provided, however, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Common Stock with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement. The terms and conditions

of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees 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 assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

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

5.3 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, 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.

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

5.5 **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 (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail or facsimile during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on Schedule A hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address, facsimile number, or address as subsequently modified by written notice given in accordance with this Subsection 5.5. If notice is given to the Company, a copy 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 an Investor, a copy shall also be given to its counsel at the address set forth under such Investor's name on Schedule A.

5.6 **Amendments and Waivers.** Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the Investors holding at least a majority of the outstanding Shares held by the Investors and so long as Old Alliant has a right to designate one Director under the Voting Agreement, then Old Alliant. Any amendment, termination, or waiver effected in accordance with this Subsection 5.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

5.7 **Severability.** In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

5.8 **Aggregation of Stock.** All shares of capital stock of the Company held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliates may apportion such rights as among themselves in any manner they deem appropriate.

5.9 **Additional Investors.** Notwithstanding anything to the contrary contained herein, if the Company issues additional shares of preferred stock or Common Stock after the date hereof, any purchaser of such shares of such series of preferred stock or Common 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 an “Investor” for all purposes hereunder. No action or consent by the Investors shall be required for such joinder to this Agreement by such additional Investor, so long as such additional Investor has agreed in writing to be bound by all of the obligations as an “Investor” hereunder.

5.10 **Entire Agreement.** This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

5.11 **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.

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.

5.12 **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 nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to 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. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

5.13 **Acknowledgment.** The Company acknowledges that UV is in the business of venture capital investing and therefore reviews the business plans and related proprietary information of many enterprises, including enterprises which may have products or services which compete directly or indirectly with those of the Company. Nothing in this Agreement shall preclude or in any way restrict UV and its Affiliates from investing or participating in any particular enterprise whether or not such enterprise has products or services which compete with those of the Company.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**ALLIANT INTERNATIONAL
UNIVERSITY, INC.**

By: _____
Name:
Title:

INVESTORS:

AME EDUCATION CORPORATION

By: _____
Name:
Title:

[OLD ALLIANT NEW NAME]

By: _____
Name:
Title:

SCHEDULE A

Investors

Name and Address

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: