

UNIVERSITY VENTURES FUND II, L.P.

OHS Draft 4/8

March [●]April, 2014

Alliant International University, Inc.
c/o University Ventures Fund
1745 Broadway, Suite 1454B
New York, New York 10019
Attn: [●]

Re: Commitment to Purchase up to \$[●] of Common Stock and Series A Preferred Stock ~~and Fund All Buyer Obligations~~

Dear _____,

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University Ventures Fund, II, L.P. (the "Fund") hereby commits to purchase up to \$[●] of Common Stock ("Common Stock") or Series A Preferred Stock ("Series A Preferred Stock") of Alliant International University, Inc., a California benefit corporation (the "Company") ~~and to otherwise otherwise provide all necessary funds to the Company,~~ to the extent necessary to provide the Company the necessary capital for the Company to fulfill its obligation to pay (i) the purchase price for purchase certain assets of Alliant International University, a California non-profit corporation ("Seller") ~~and all the other financial obligations of the Company to Seller~~ pursuant to that certain Asset Purchase Agreement between Company and Seller dated _____, 2014 (the "Asset Purchase Agreement") and (ii) any break-up fee obligations of the Company to Seller under the Asset Purchase Agreement, including without limit the purchase price, indemnification and break up fee obligations and Buyer's investment commitment set forth in Section 2.01 of the Shareholder's Agreement dated _____, 2014 by and between the Company, Seller and AME Educational Corporation-; provided that all conditions to the obligations of the Company set forth in Section 7.1 and Section 7.2 of the Asset Purchase Agreement between the Company and Seller dated March [●], 2014 (the "Asset Purchase Agreement") have been waived by the Company or satisfied; and provided, further, that such commitment shall be reduced by an amount equal to the aggregate proceeds from Common Stock, Series A Preferred Stock or other securities of the Company purchased by other investors in the Company if those proceeds are used as set forth above.

The Fund agrees that, until the earlier of (i) the Closing (as defined in the Asset Purchase Agreement), and (ii) the termination of the Asset Purchase Agreement, (A) Seller is a third-party beneficiary of this letter agreement with the right to independently enforce this letter agreement against the Fund, ~~(B) consistent with Section 2.12 of the Asset Purchase Agreement, the Fund acknowledges and agrees that the business of Seller and its Subsidiaries is unique as is the~~

~~overall transaction contemplated in the Asset Purchase Agreement and the Shareholders Agreement and further recognizes and affirms that in the event of the Fund or AME's breach of their respective obligations in either agreement, money damages would be inadequate and Seller would have no adequate remedy at law, such that Seller shall have the right, in addition to any other rights and remedies existing in its favor, to enforce its rights and the other Parties' obligations hereunder not only by action for damages but also by action for specific performance, injunctive, and/or other equitable relief., (CB)~~ the Parties hereto agree not to amend or waive the provisions of this letter agreement without the prior written consent of Seller, and (DC) that should a dispute arise out of the this letter agreement, the prevailing party shall be entitled to recover its attorney's fees and costs related to any enforcement action in addition to any other relief awarded. The Parties hereto acknowledge that Seller would not have entered into the Asset Purchase Agreement or the other Transaction Agreements (as defined in the Asset Purchase Agreement) unless the Fund and the Company entered into this letter agreement. This letter shall be governed by the laws of the state of California without regard to any conflict of law rules that may otherwise apply the laws of another jurisdiction.

[Signature Page follows]

Very Truly Yours,

UNIVERSITY VENTURES FUND II, L.P.

By: University Ventures Funds Partners,
LLC, its General Partner

By: _____
Daniel Pianko
Authorized Signatory

Accepted and Agreed:

ALLIANT INTERNATIONAL
UNIVERSITY, INC.

By: _____
Name: [●]
Title: Chief Executive Officer

SIGNATURE PAGE TO LETTER OF COMMITMENT

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